President John Meredith
Councilmember Jennie Robinson
Councilmember Bill Kling
Councilmember Devyn Keith
Councilmember David Little

Tommy Battle, Mayor
John Hamilton, City Administrator
Trey Riley, City Attorney
Ken Benion, Clerk-Treasurer

**CITY COUNCIL CHAMBERS** **5:30 PM** **Thursday, December 15, 2022**

# REGULAR MEETING OF THE CITY COUNCIL

## CALL TO ORDER

## 1. INVOCATION

Offered by: Rev. Rosie Veal Eby, with Church of the Nativity and Huntsville Public Safety Chaplains

## 2. PLEDGE OF ALLEGIANCE

Led by: Councilmember Jennie Robinson

## 3. APPROVAL OF THE AGENDA

## 4. APPROVAL OF THE MINUTES OF PREVIOUS MEETING(S)

**a.** **2022-1096** Minutes of Regular Meeting of the City Council held December 1, 2022. (Minutes Received)

**Sponsors:** Clerk-Treasurer

## 5. MAYOR: SPECIAL RECOGNITIONS

## 6. COUNCIL: SPECIAL RECOGNITIONS AND RESOLUTIONS

**Special Recognitions**

**Resolutions for Approval and Presentation**

**Resolutions for Approval Only**

## 7. ANNOUNCEMENTS AND PRESENTATIONS

## 8. MATTERS WITH OUTSIDE LEGAL REPRESENTATIVE

## 9. PUBLIC HEARINGS TO BE HELD

**a.** **2022-0966** Public hearing amending the City of Huntsville Air Pollution Control Rules and Regulations; and consideration of an ordinance pertaining to the same. (Set November 10, 2022, Regular Council Meeting)
Ordinance No. 22-886

**Sponsors:** Natural Resources

**Attachments:** Cover Memo.pdf
Ordinance 22-886.pdf
Rules and Regulations.pdf
Updated 2022 Extracted Amendments.pdf

**b.** **2022-0967** Public hearing on the zoning of 1.16 acres of land lying on the west of Old Big Cove Rd. and south of Hartford Rd. to Residence 1-A District; and the consideration of an Ordinance pertaining to the same. (Set November 10, 2022 Regular Council Meeting)
Ordinance No. 22-888

**Sponsors:** Planning

**Attachments:** Page Zoning
Page Zoning Map

**c.** **2022-0968** Public hearing on the zoning of 5.47 acres of land lying on the west of Wade Rd. and east of US Hwy 431 S to Highway Business C-4 District; and the introduction of an Ordinance pertaining to the same. (Set November 10, 2022 Regular Council Meeting)
Ordinance No. 22-890

**Sponsors:** Planning

**Attachments:** Schultz Zoning
Schultz Zoning Map

**d.** **2022-0969** Public hearing on the rezoning of 16.32 acres of land lying on north of Oakwood Avenue and east of Meridian Street from Light Industry District to Residence 2 District; and the introduction of an Ordinance pertaining to the same. (Set November 10, 2022 Regular Council Meeting)
Ordinance No. 22-892

**Sponsors:** Planning

**Attachments:** Lincoln Park Rezoning
Lincoln Park Rezoning Map

e. **2022-0970** Public hearing on the rezoning of 10.47 acres of land lying on the west of Swancott Road and south of Success Drive from Commercial Industrial Park District to Highway Business C-4 District; and the introduction of an Ordinance pertaining to the same. (Set November 10, 2022 Regular Council Meeting)
Ordinance No. 22-894

**Sponsors:** Planning

**Attachments:** Swancott 2 Rezoning
Swancott 2 Rezoning Map

f. **2022-0971** Public hearing on the rezoning of 4.33 acres of land lying on the south of Holmes Avenue and west of Austin Drive from Residence 1-B District to Neighborhood Business C-1 District; and the introduction of an Ordinance pertaining to the same. (Set November 10, 2022 Regular Council Meeting)
Ordinance No. 22-896

**Sponsors:** Planning

**Attachments:** Holmes Rezoning
Holmes Rezoning Map

g. **2022-0972** Public hearing on an ordinance amending the Zoning Ordinance Article 73 Supplementary Regulations and Modifications, Subsection 73.7.4 - Front Yards to update language regarding lots fronting on major streets as established by the Major Street Plan; and the introduction of an Ordinance pertaining to the same. (Set November 10, 2022 Regular Council Meeting)
Ordinance No. 22-898

**Sponsors:** Planning

**Attachments:** Front Yards ZO Amendment

h. **2022-0973** Public hearing on an ordinance amending the Zoning Ordinance to add Article 77 - Medical Cannabis Facilities Regulations; and the introduction of an Ordinance pertaining to the same. (Set November 10, 2022 Regular Council Meeting)
Ordinance No. 22-900

**Sponsors:** Planning

**Attachments:** Medical Cannabis ZO Amendment

i. **2022-1097** Public Hearing authorizing the City Clerk-Treasurer to assess the cost of cleanup and removal of a public nuisance located at 6311 Marsh Ave, NW Huntsville, AL, and consideration of a Resolution pertaining to the same.
Resolution No. 22-990

**Sponsors:** Community Development

**Attachments:** Lien Res 6311 Marsh Ave NW - CLEANUP LIEN FOR PUBLIC NUISANCE BY CITY 12.15.2022.pdf

j. 2022-1098 Public Hearing on a Resolution authorizing the demolition of an unsafe building constituting a public nuisance located at 2106 Boardman St SW, Huntsville. Resolution No. 22-991

**Sponsors:** Community Development

**Attachments:** 2106 Boardman St SW - complete - DEMOLITION OF PUBLIC NUISANCE 12152022.doc.pdf

## 10. PUBLIC HEARINGS TO BE SET

## 11. AGENDA RELATED PUBLIC COMMENTS

This portion of the meeting is reserved for persons wishing to address the Council on matters relating to the specific content of items on the meeting agenda. You may sign up to speak on the Public Comments Roster prior to the meeting. When called, approach the microphone and state your name, home address and city of residence. Each speaker may address the Council for three minutes. Speakers shall refrain from entering into a dialogue with Council Members or City staff and from making comments regarding the good name and character of any individual.

## 12. MAYOR COMMENTS

## 13. COUNCILMEMBER COMMENTS

Councilmember Bill Kling

Councilmember Devyn Keith

Councilmember David Little

Councilmember Jennie Robinson

Councilmember John Meredith

## 14. FINANCE COMMITTEE REPORT

a. 2022-1099 Resolution authorizing expenditures for payment. Resolution No. 22-992

**Sponsors:** Finance

**Attachments:** Expenditures - Complete

## 15. BOARD APPOINTMENTS TO BE VOTED ON

**a.** **2022-1078** Resolution appointing James Splawn to the Solid Waste Disposal Authority of the City of Huntsville, 1st Director (his current seat), for a four (4) year term to expire January 1, 2027. (Nominated December 1, 2022, Regular Council Meeting)
Resolution No. 22-993

**Sponsors:** Kling

**Attachments:** J. Splawn Reappointment Solid Waste

**b.** **2022-1072** Resolution appointing James Ledbetter to the Solid Waste Disposal Authority of the City of Huntsville, 3rd Director (his current seat), for a four (4) year term to expire January 1, 2027. (Nominated December 1, 2022, Regular Council Meeting)
Resolution No. 22-994

**Sponsors:** Kling

**Attachments:** J. Ledbetter Reappointment Solid Waste

## 16. BOARD APPOINTMENT NOMINATIONS

**a.** **2022-1100** Nomination to reappoint Katie Beasley to the Land Trust of North Alabama to her current seat for a two (2) year term to expire December 31, 2024.

**Sponsors:** Robinson

**b.** **2022-1101** Nomination to reappoint Abby Owens to the Advisory Commission on Accessibility, Seat 8 (her current seat), for a three (3) year term to expire January 10, 2026.

**Sponsors:** Kling

**c.** **2022-1102** Nomination to appoint Traci Harris to the Madison County Department of Human Resources Board, Place 7, to fill a vacancy due to the resignation of Sharrise Gibson for the remainder of a vacant six (6) year term to expire August 1, 2027.
Resolution No.

**Sponsors:** Robinson

## 17. HUNTSVILLE UTILITIES ITEMS

## 18. LEGAL DEPARTMENT ITEMS/TRANSACTIONS

### Vacation of Easements

**a.** **2022-1103** Ordinance authorizing the vacation of a Utility and Drainage Easement and a Ingress-Egress Easement, Lots 1 & 2, Sunset on Green Mountain Phase 2 Subdivision.
Ordinance No. 22-995

**Sponsors:** Legal

**Attachments:** Woodland Homes eas ord Complete.pdf

**b.** **2022-1104** Ordinance authorizing the vacation of Utility and Drainage Easement, The Willow at Wilson Cove off of Cherry Tree Road.
Ordinance No. 22-996

**Sponsors:** Legal

**Attachments:** Lost Boys eas ord Complete.pdf

**c.** **2022-1105** Ordinance authorizing the vacation of Utility and Drainage Easements, Lot 1 Hollywood Sixteen Theatre Subdivision.
Ordinance No. 22-997

**Sponsors:** Legal

**Attachments:** Hollywood 16 eas ord Complete.pdf

**d.** **2022-1106** Ordinance authorizing the vacation of a Utility and Drainage Easement, 103 SpaceGate, SpaceGate Subdivision.
Ordinance No. 22-998

**Sponsors:** Legal

**Attachments:** SpaceGate eas ord Complete.pdf

**e.** **2022-1107** Ordinance authorizing the vacation of a Ingress-Egress Easement in Tract 1, The Lakes at the Meadows Subdivision.
Ordinance No. 22-999

**Sponsors:** Legal

**Attachments:** Tenn Valley Comm eas ord Complete.pdf

**f.** **2022-1108** Ordinance authorizing the vacation of Sanitary Sewer Easements, The Willows at Wilson Cove off of Cherry Tree Road.
Ordinance No. 22-1000

**Sponsors:** Legal

**Attachments:** Lost Boys eas and sewer ord Complete.pdf

**Vacation of Rights-of-Way**

**Deeds of Acceptance**

g. **2022-1109** Sewer Line Easement - Acquired November 18, 2022, Beadle Lane, LLC

**Sponsors:** Legal

**Attachments:** Beadle Lane Easement Deed.pdf

## 19. UNFINISHED BUSINESS ITEMS FOR ACTION

a. **2022-1094** Ordinance to amend the Code of Ordinances of the City of Huntsville, Alabama, Chapter 13, Fire Prevention and Protection, Article III, Open Burning, Division 2, Open Burning Permit and Safety, Section 13-84, Permit fees, to increase the Open Burning Permit Fee from $100.00 to $250.00. (Introduced December 1, 2022, Regular Council Meeting)
Ordinance No. 22-988

**Sponsors:** Natural Resources

**Attachments:** Open Burning Division 2

b. **2022-1095** Ordinance to amend the Code of Ordinances of the City of Huntsville, Alabama, Chapter 2, Administration, Article III, City Council, Division 2, Council Rules, Section 97, Rule 6, Order of Business - Public Comments. (Introduced December 1, 2022, Regular Council Meeting)
Ordinance No. 22-989

**Sponsors:** Kling

**Attachments:** Ord. Amending Council Rule 2-97 (Order of Business-Public Com (2).docx

## 20. NEW BUSINESS ITEMS FOR CONSIDERATION OR ACTION

These items will be approved in one motion unless any member of the Council wishes to remove an item for discussion. The reading of each item will be waived unless a Councilmember requests otherwise.

a. **2022-1110** Resolution authorizing travel expenses.
Resolution No. 22-1001

**Sponsors:** Finance

**Attachments:** Travel Complete

b. **2022-1111** Resolution authorizing the acceptance of donations.
Resolution No. 22-1002

**Sponsors:** Finance

**Attachments:** Donations Complete

**c.** **2022-1112** Ordinance amending Budget Ordinance No. 22-736, by changing appropriated funding for various departments and funds.
Ordinance No. 22-1003

**Sponsors:** Finance

**Attachments:** Budget Amendment Complete

**d.** **2022-1113** Resolution authorizing the Mayor to enter into agreements with the low bidders meeting specifications as outlined in the attached Summary of Bids for Acceptance.
Resolution No. 22-1004

**Sponsors:** Finance

**Attachments:** Procurement Complete

**e.** **2022-1114** Resolution authorizing the Mayor to amend the Sirens and Related Equipment contract #86-2022-66 between the City of Huntsville and Sirens for Cities, Inc. to add a specific model of a warning siren that was omitted from the original contract. The original contract was approved on September 10, 2022 under Resolution No. 20-817.
Resolution No. 22-1005

**Sponsors:** Finance

**Attachments:** Resolution - Sirens for Cities - Sirens Related Equip Contract Amendment - Complete

**f.** **2022-1116** Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and GTEC, L.L.C. dba GTEC, for Environmental Site Assessment Services for Airport Opportunity Site, Phase I, Project No. 71-23-SP03.
Resolution No. 22-1007

**Sponsors:** Engineering

**Attachments:** GTEC Airport Opportunity Site Environmental Site Assessment complete.pdf

**g.** **2022-1117** Resolution authorizing the Mayor to enter into a Solar Ground Lease Agreement between the City of Huntsville and TAI Huntsville Solar LLC.
Resolution No. 22-1008

**Sponsors:** Urban Development

**Attachments:** TAI Huntsville Solar Ground Lease - Complete.pdf

h. **2022-1118** Resolution authorizing the Mayor to execute Change Order No. 1 to the agreement between the City of Huntsville and Consolidated Construction Company for construction services for the Sandra Moon Community Center Phase 2.
Resolution No. 22-1009

**Sponsors:** General Services

**Attachments:** Complete-CCC-SandraMoon.pdf

i. **2022-1119** Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Schoel Engineering Company, Inc. for engineering services Don Mincher Drive entrance and Streetscape.
Resolution No. 22-1010

**Sponsors:** General Services

**Attachments:** Complete.DonMincher.pdf

j. **2022-1120** Resolution authorizing the Mayor to execute Modification No. 1 to the Lease Agreement between the City of Huntsville, Alabama and Drake and Harlan Properties, Inc.
Resolution No. 22-1011

**Sponsors:** General Services

**Attachments:** HPD Lease Modification

k. **2022-1121** Resolution authorizing the Mayor to enter into a Purchase and Sale Agreement between the City of Huntsville and Ruth Ann Burnett, Rowe Dorris Royer, and Judy Kay Page.
Resolution No. 22-1012

**Sponsors:** Water Pollution

**Attachments:** PSA Executed by Sellers.Complete.pdf

l. **2022-1122** Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville Alabama and Catholic Center of Concern, to fund and administer the Huntsville Housing Helps program.
Resolution No. 22-1013

**Sponsors:** Community Development

**Attachments:** Complete Packet.pdf

m. **2022-1123** Resolution to adjust the salary of certain employee in certain position in assigned department.
Resolution No. 22-1014

**Sponsors:** Human Resources

**Attachments:** Resolution - Certain Department Position PDF.pdf

n. **2022-1124** Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and TargetSolutions Learning, LLC d/b/a Vector Solutions.
Resolution No. 22-1015

**Sponsors:** Fire and Rescue

**Attachments:** Target Solutions Complete.pdf
Target Solutions Contract.pdf

o. **2022-1125** Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Direct Communications for Consulting Services.
Resolution No. 22-1016

**Sponsors:** Administration

**Attachments:** 2022-12-15 Direct Communications Complete Package.pdf

p. **2022-1126** Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and 535 Group LLC for consulting services.
Resolution No. 22-1017

**Sponsors:** Administration

**Attachments:** 2022-12-15 535 Group Complete Package.pdf

q. **2022-1127** Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and GovOS.
Resolution No. 22-1018

**Sponsors:** Administration

**Attachments:** 2022-12-15 GovOS Complete Package.pdf

r. **2022-1128** Resolution authorizing the Mayor to enter into a Consulting Agreement between the City of Huntsville and Rob Clark d/b/a Twikenham Pixel Development Company.
Resolution No. 22-1019

**Sponsors:** Administration

**Attachments:** 2022-12-15 Rob Clark dba Twikenham Pixel Complete Agreement

s. **2022-1129** Resolution authorizing the Clerk-Treasurer to invoke Bryant Bank Letter of Credit No. 1343 for Boarhog Subdivision.
Resolution No. 22-1020

**Sponsors:** Legal

**Attachments:** Boarhog LOC res Complete.pdf

t. **2022-1130** Resolution authorizing the Mayor to execute a Quote and Purchase Addendum to the Purchase and License Agreement Resolution 19-245 with Motorola Solutions, Inc. in order to extend service an additional 5 years.
Resolution No. 22-1021

**Sponsors:** ITS

**Attachments:** Motorola Solutions, Inc., Quote and Purchase Addendum Complete 2022.pdf

u. **2022-1131** Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Sandra Barnes.
Resolution No. 22-1022

**Sponsors:** ITS

**Attachments:** Special Employee Agreement Sandra Barnes Complete.pdf
12-15-22 Sandra Resolution.pdf

v. **2022-1132** Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Roosevelt Daffin.
Resolution No. 22-1023

**Sponsors:** Municipal Court

**Attachments:** Roosevelt Daffin Contract.pdf

w. **2022-1133** Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Derrick Woodruff.
Resolution No. 22-1024

**Sponsors:** Municipal Court

**Attachments:** Derrick Woodruff Contract.pdf

x. **2022-1134** Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Charles Hawk.
Resolution No. 22-1025

**Sponsors:** Inspection

**Attachments:** Hawk.pdf

y. **2022-1135** Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Aaron Holdiman.
Resolution No. 22-1026

**Sponsors:** Police

**Attachments:** Complete File

## 21. NEW BUSINESS ITEMS FOR INTRODUCTION

**a.** **2022-1136** Introduction of an ordinance annexing 1,220.50 acres of land lying on the west side of US I-65 and east of AL Hwy 31.
Ordinance No. 22-1027

**Sponsors:** Planning

**Attachments:** Haney Annexation

**b.** **2022-1137** Introduction of an ordinance annexing 0.50 acres of land lying on the west of US I-65 and east of AL Hwy 31.
Ordinance No. 22-1028

**Sponsors:** Planning

**Attachments:** Sanderson Annexation

**c.** **2022-1138** Introduction of an ordinance annexing 3.47 acres of land lying on the north side of Winchester Rd and east of Bradford Ln.
Ordinance No. 22-1029

**Sponsors:** Planning

**Attachments:** Bradford Lane Annexation

**d.** **2022-1139** Introduction of an Ordinance to declare property located south of Bob Wade Lane and east of Pulaski Pike also known as Lot 2, Lanier Subdivision, consisting of 136.28 acres, as surplus and no longer needed for a municipal purpose, and authorizing the Purchase and Sale Agreement to Stanley Developers, LLC.
Ordinance No. 22-1030

**Sponsors:** Legal

**Attachments:** Stanley Surplus Prop ord Complete.pdf

## 22. SECOND ROSTER PUBLIC COMMENTS

This portion of the meeting is reserved for persons wishing to address the Council on matters relating to City business whether or not such items are on the meeting agenda. You may sign up to speak on the Second Public Comments Roster prior to or during the meeting. When called, approach the microphone and state your name, home address and city of residence. Each speaker may address the Council for three minutes. Speakers shall refrain from entering into a dialogue with Council Members or City staff and from making comments regarding the good name and character of any individual.

## 23. ADJOURNMENT

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308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** 2022-1096

**Department:** Clerk-Treasurer

**Subject:** **Type of Action:** Approval/Action

Minutes of Regular Meeting of the City Council held December 1, 2022. (Minutes Received)

**Does this item need to be published?** **No**

If yes, please list preferred date(s) of publication: N/A

**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:**

308 Fountain Circle
Huntsville, AL 35801

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** 2022-0966

**Department:** **Natural Resources**

**Subject:** **Type of Action:** Approval/Action

Resolution to set a public hearing amending the City of Huntsville Air Pollution Control Rules and Regulations; and introduction of an ordinance pertaining to the same. (Set December 15, 2022, Regular Council Meeting.)

Resolution No.

Ordinance 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:**

**Address:** N/A

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

**Additional Comments:**

We are requesting to update the City's Air Pollution Control Rules and Regulations to incorporate changes to Federal and State law. The Air Pollution Control Rules and Regulations for the City of Huntsville must be updated periodically to maintain consistency between the Local Air Pollution Control Program and Federal and State Law. Local requirements must be at least as stringent as corresponding provisions of Federal and State regulations. In addition to these changes, it is being requested to eliminate a redundant definition from the regulations and to increase the Open Burning Permit fee from $100.00 to $250.00. This fee has not been increased since 2007. The Open Burning Ordinance (Ordinance Number 92-672, as amended) will also need to be updated to reflect the fee increase.

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 11/10/2022 **File ID:** TMP-2174

**Department:** **Natural Resources**

**Subject:**

**Type of Action:** Approval/Action

Resolution to set a public hearing amending the City of Huntsville Air Pollution Control Rules and Regulations; and introduction of an ordinance pertaining to the same. (Set December 15, 2022, Regular Council Meeting.)

Resolution No.

Ordinance 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:**

**Address:** N/A

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

**Additional Comments:**

We are requesting to update the City's Air Pollution Control Rules and Regulations to incorporate changes to Federal and State law. The Air Pollution Control Rules and Regulations for the City of Huntsville must be updated periodically to maintain consistency between the Local Air Pollution Control Program and Federal and State Law. Local requirements must be at least as stringent as corresponding provisions of Federal and State regulations. In addition to these changes, it is being requested to eliminate a redundant definition from the regulations and to increase the Open Burning Permit fee from $100.00 to $250.00. This fee has not been increased since 2007. The Open Burning Ordinance (Ordinance Number 92-672, as amended) will also need to be updated to reflect the fee increase.

# ORDINANCE NO. 22-886

**BE IT ORDAINED** by the City Council of the City of Huntsville, Alabama as follows:

**Section 1.** Article II ("Air Pollution") of Chapter 12 ("Environmental Management") of the Code of Ordinances of the City of Huntsville, Alabama, as adopted by the City Council of the City of Huntsville, Alabama on the 24th day of August, 2017, is hereby amended to read as follows:

**Section 12-31.** The air pollution rules and regulations as heretofore adopted by the City Council, pursuant to Ordinance No. 72-156 on July 27, 1972, and as amended by Ordinance Nos. 73-18, 75-180, 76-334, 78-150, 80-152, 82-297, 86-18, 86-523, 92-107, 93-709, 94-74, 95-839, 97-41, 98-153, 99-494, 00-811, 01-730, 03-143, 04-485, 07-568, 11-507, 16-009, and 17-486 as recommended by the air pollution control board of the city, are adopted by reference, with copies being kept on file permanently in the office of the clerk-treasurer.

(Code 1982, § 12-36; Ord. No. 00-811, § 1, 11-9-2000, Ord. No. 01-730, § 1, 9-13-2001, Ord. No. 03-143, § 1, 4-10-2003, 04-485, § 1, 8-12-2004; Ord. No. 07-568, § 1, 7-26-2007; Ord. No. 16-009, § 1, 3-10-2016; Ord. No. 17-486, § 1)

**Section 12-32.** There are hereby adopted as amendments to the rules and regulations to govern the control and abatement of air pollution within the city by reference, as the same were adopted pursuant to Ordinance No. 72-156 on the 27th day of July, 1972, and amended by Ordinance No. 73-18, Ordinance No. 75-180, Ordinance No. 76-334, Ordinance No. 78-150, Ordinance No. 80-152, Ordinance No. 82-297, Ordinance No. 86-18, Ordinance No. 86-523, Ordinance No. 92-107, Ordinance No. 93-709, Ordinance No. 94-74, Ordinance No. 95-839, Ordinance No. 97-41, Ordinance No. 98-153, Ordinance No. 99-494, Ordinance No. 00-811, Ordinance No. 01-730, Ordinance No. 03-143, Ordinance No. 04-485, Ordinance No. 07-568, Ordinance No. 11-507, Ordinance No. 16-009, and Ordinance No. 17-486 the proposed amendments to the rules and regulations as recommended by the air pollution control board of the city, entitled "Proposed Amendments to the Rules and Regulations for the Control of Air Pollution within the City of Huntsville, Alabama," and further identified by the signature of the city clerk-treasurer and the date of December 15th, 2022, appearing on the first page, with a copy being kept on file permanently in the office of the clerk-treasurer.

(Ord. No. 03-143, § 1, 4-10-2003; Ord. No. 07-568, § 1, 7-26-2007; Ord. No. 16-009, § 1, 3-10-2016; Ord. No. 17-486, § 1, 8-24-2017)

**Section 2.** That all ordinances or parts of ordinances in conflict with this ordinance or the Rules and Regulations as herein amended be and the same are hereby repealed.

**ADOPTED** this the ____ day of _____, 2022.

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

**APPROVED** this the ____ day of _____, 2022.

_____
Mayor of the City of Huntsville,
Alabama

**Summary of Reasons Supporting the Adoption of the Proposed Amendments to the City of Huntsville Air Pollution Control Rules & Regulations**

The Air Pollution Control Rules and Regulations for the City of Huntsville must be updated periodically to maintain consistency between the Local Air Pollution Control Program and Federal and State Law. Local requirements must be at least as stringent as corresponding provisions of Federal and State regulations. All of the proposed changes to Huntsville's Regulations have already been incorporated into State law with the exception of the elimination of the definition of "regulated air pollutant" in Section 3.7.2.

Proposed revisions to the Air Pollution Control Rules and Regulations would make minor changes to Chapter 1. Specifically, they would revise the definition of volatile organic compounds (VOC) in Part 1.1. Proposed amendments to Chapter 3 would clarify the definition of "replacement unit" to specify the appropriate applicability test for use in PSD (Prevention of Significant Deterioration) determinations, and would eliminate the definition of "regulated air pollutant" in Section 3.7.2, thereby aligning the definition for purposes of Major Source Operating Permit applicability with the definition for purposes of payment of annual emission fees. This latter change has not been adopted by ADEM.

An amendment to Paragraph 5.1.2(e) would increase the fee for an Open Burning Permit from $100.00 to $250.00. Changes to Part 5.5 – Incineration of Commercial and Industrial Solid Waste, involve adoption of an alternative kiln-specific production-based mercury emissions limitation and associated alternative monitoring, record-keeping and reporting requirements. Other changes include the use of continuous emissions monitoring systems in lieu of certain performance testing and monitoring requirements, wording changes to accommodate the use of digital instrumentation, and the addition of certain defenses for delays in submitting reports electronically.

Proposed revisions to Chapter 13 and Chapter 14 would incorporate amendments to existing New Source Performance Standards (NSPS) and National Emission Standards for Hazardous Air Pollutants (NESHAP) promulgated by EPA since Huntsville's regulations were last updated.

The most significant proposed revision to Chapter 18 – Control of Municipal Solid Waste Landfill (MSWLF) Gas Emissions would provide the option of compliance with the MSWLF NESHAP as an alternative to compliance with the Emission Guideline regulations in Chapter 18.

**Chapter 1 – General Provisions** – Amend the regulatory definition of VOC (Volatile Organic Compounds) to add cis- 1,1,1,4,4,4-hexafluorobut-2-ene (HFO-1336mzz-Z) to the list of compounds that are negligibly photochemically reactive and therefore make negligible contributions to tropospheric ozone formation.

**Chapter 3 – Permits** – Amend the definition of "Replacement Unit" in Section 3.5.2 to clarify the appropriate test to use in making applicability determinations. Also proposed is to

eliminate the definition of "Regulated Air Pollutant" in Section 3.7.2, and change the citation in Section 3.7.4, thus have the definition of "Regulated Air Pollutant" in Section 3.1.1 apply throughout Chapter 3. The effect of this change will be to align the requirement for payment of annual emissions fees by Major Sources with the applicability requirements to obtain a Major Source Operating Permit. (Note: No corresponding change has been made to the ADEM regulations).

**Chapter 5 – Control of Open Burning and Incineration –** Amend Paragraph 5.1.2(e) to increase the fee for an Open Burning Permit from $100.00 to $250.00. Amend the requirements applicable to Commercial and Industrial Solid Waste Incineration found in Part 5.5 of the COHRAR in accordance with the revised Emission Guideline promulgated by EPA and adopted by ADEM. The most significant changes involve addition of an alternative kiln-specific production-based mercury emission limitation and associated monitoring, record-keeping and reporting requirements. Other changes involve allowing use of continuous emission monitoring systems (CEMS) in lieu of certain performance testing and monitoring requirements, changes in wording to accommodate digital monitoring systems, and addition of claims of EPA system outage or force majeure as defenses for delay in meeting electronic reporting deadlines. There are currently no incineration units in Huntsville that are subject to these regulations.

**Chapter 13 – Standards of Performance for New Stationary Sources –** Federal NSPS (New Source Performance Standards) are incorporated into Huntsville's regulations by reference. The proposed amendments would update the citations in Section 13.1.1 to incorporate the most recent codified Federal Rules.

**Chapter 14 – Emission Standards for Hazardous Air Pollutants -** Federal NESHAP (National Emission Standards for Hazardous Air Pollutants) are incorporated into Huntsville's regulations by reference. The proposed amendments would update the citations in Section 14.1.1 to incorporate the most recent codified Federal Rules.

**Chapter 18 – Control of Municipal Solid Waste Landfill (MSWLF) Gas Emissions –** Amend Chapter 18 to incorporate the changes to the Emission Guideline for MSWLF Gas Emissions promulgated by EPA and adopted by ADEM. The most significant change involves addition of the option of complying with the MSWLF NESHAP adopted by reference in Chapter 14 in lieu of complying with the requirements of this Chapter of COHRAR.

# Index of changes to the Air Pollution Control Rules & Regulations

| Page | Rule | Proposed Changes |
|---|---|---|
| | **Chapter 1- General Provisions** | |
| 1 | Part 1.3 | Revision to the definition of Volatile Organic Compounds (VOC) for consistency with Federal and State Regulations. |
| | **Chapter 3 – Permits** | |
| 5 | Part 3.5<br>(Sections 3.5.2) | Amend the definition of "Replacement Unit" to clarify the appropriate applicability test. |
| 6 | Part 3.7<br>(Sections 3.7.2 and 3.7.4) | Eliminate the definition of "Regulated Air Pollutant" from Section 3.7.2. This change will align the definition of "Regulated Air Pollutant" for purposes of Major Source Operating Permit applicability with that used for purposes of determining Major Source annual emission fees. (Note: ADEM has not adopted this change in their regulations). |

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|---|---|---|
| | **Chapter 5 – Open Burning and Incineration ( Part 5.1 – Open Burning and Part 5.5 – Incineration of Commercial and Industrial Solid Waste)** | |
| 10 | Section 5.1.2 | Increase the Open Burning Permit fee from $100.00 to $250.00. |
| 10 | Section 5.5.1 | Modify a number of definitions to eliminate "unit" from the phrase "CISWI unit." |
| 26 | Section 5.5.2 | Add ACI (Air Curtain Incinerators) to incinerators subject to this Part and eliminate redundant limited applicability for certain ACI addressed in Section 5.5.13. |
| 39 | Section 5.5.6 | Modify language to include digital instrumentation signals and modify operating requirements for CISWI that use continuous emissions monitoring systems (CEMS). |
| 50 | Section 5.5.8 | Allow use of CEMS data in lieu of performance testing. Allow development of a kiln-specific production-based mercury emission limitation. |
| 52 | Section 5.5.9 | Allow use of an integrated sorbent trap monitoring system as a means of continuous mercury emission limit compliance monitoring. Add continuous compliance requirements for kilns with kiln-specific production-based mercury emission limitations. |
| 77 | Section 5.5.10 | Eliminate some monitoring requirements for CISWI using CEMS. Add monitoring requirements applicable to kilns with kiln-specific production-based mercury emission limitations. |
| 93 | Section 5.5.11 | Add record-keeping and reporting requirements applicable to kilns with kiln-specific production-based mercury emission limitations. Specify a longer averaging time for certain reportable deviations from emission limitations. Provide for claims of EPA system outage or force majeure for delays in electronic reporting. |

| | | |
|---|---|---|
| | **Chapter 13 – Standards of Performance for New Stationary Sources (NSPS)** | |
| 129 | Part 13.1 | Update Rule citation in 13.1.1 and incorporate by reference amendments to NSPS. |
| | **Chapter 14 – Emissions Standards For Hazardous Air Pollutants (NESHAPS)** | |
| 130 | Part 14.1 | Update Rule citation in 14.1.1 and incorporate by reference amendments to NESHAP. |
| | **Chapter 18 – Control of Municipal Solid Waste Landfill (MSWLF) Gas Emissions** | |
| 131 | Section 18.3.1 | Correct a citation in the definition of "controlled landfill. |
| 131 | Sections 18.3.2, 18.3.4 and 18.3.5 | Allow compliance with the MSWLF NESHAP as an alternative to compliance with this Chapter. |
| 149 | Section 18.3.6 | Allow submittal of copies of certain reports previously provided to EPA to satisfy specific reporting requirements under this Section, and to substitute reporting provisions of the MSWLF NESHAP for those facilities electing to comply with the NESHAP in lieu of compliance with this Chapter. |
| 169 | Section 18.3.7 | Substitute record-keeping provisions of the MSWLF NESHAP for those facilities electing to comply with the NESHAP in lieu of compliance with this Chapter. |
| 179 | Paragraph 18.3.8(a) | Citation correction. |
| 182 | Section 18.5.3 | Replace the phrase "this Division" with the phrase "the Department." |
| | | |

## CHAPTER 1. GENERAL PROVISIONS

**1.3 Definitions. As used in these rules and regulations, terms shall have the meanings ascribed in this part. (amended September 8, 2011)**

**"Volatile Organic Compound (VOC)" shall mean any compound of carbon excluding carbon monoxide, carbon dioxide, carbonic acid, metallic carbides or carbonates, and ammonium carbonate, which participates in atmospheric photochemical reactions. This includes any such organic compound other than the following:**
**Methane;**

**Ethane;**

**Methyl Chloroform (1,1,1-Trichloroethane);**

**Methylene Chloride (Dichloromethane);**

**CFC-11 (Trichlorofluoromethane);**

**CFC-12 (Dichlorodifluoromethane);**

**HCFC-22 (Chlorodifluoromethane);**

**HFC-23 (Trifluoromethane);**

**CFC-114 (1,2-dichloro 1,1,2,2-Tetrafluoroethane);**

**CFC-115 (Chloropentafluoroethane);**

**HCFC-123 (1,1,1-Trifluoro-2,2-dichlororethane);**

**HCFC-124 (2-Chloro-1,1,1,2-tetrafluoroethane);**

**HFC-125 (Pentafluoroethane);**

**HFC-134 (1,1,2,2-Tetrafluoroethane);**

**HFC-134a (1,1,1,2-Tetrafluoroethane);**

**HCFC-141b (1,1-Dichloro-1-fluoroethane);**

**HCFC-142b (1-Chloro-1,1-difluoroethane);**

**HFC-143a (1,1,1-Trifluoroethane);**

**HFC-152a (1,1-Difluoroethane);**

**CFC-113 (1,1,2-Trichloro-1,2,2-Trifluoroethane);**

**Parachlorobenzotrifluoride (PCBTF);**

**Cyclic, branched, or linear completely methylated siloxanes;**

**Acetone;**

**Perchloroethylene (tetrachloroethylene);**

**HCFC-225ca (3,3-dichloro-1,1,1,2,2-pentafluoropropane);**

**HCFC-225cb (1,3-dichloro-1,1,2,2,3-pentafluoropropane);**

**HFC-43-10mee (1,1,1,2,3,4,4,5,5,5- decafluoropentane);**

**HFC-32 (Difluoromethane);**

**HFC-161 (Ethylfluoride);**

**HFC-236fa (1,1,1,3,3,3-Hexafluoropropane);**

**HFC-245ca (1,1,2,2,3-Pentafluoropropane);**

**HFC-245ea (1,1,2,3,3-Pentafluoropropane);**

**HFC-245eb (1,1,1,2,3-Pentafluoropropane);**

**HFC-245fa (1,1,1,3,3-Pentafluoropropane);**

**HFC-236ea (1,1,1,2,3,3-Hexafluoropropane);**

**HFC-365mfc (1,1,1,3,3-Pentaflurorobutane);**

**HCFC-31 (Chlorofluoromethane);**

**HCFC-123a (1,2-Dichloro-1,1,2-trifluoroethane);**

**HCFC-151a (1-Chloro-1-fluoroethane);**

**$C_4F_9OCH_3$ (1,1,1,2,2,3,3,4,4-Nonafluoro-4-methoxybutane);**

**$(CF_3)_2CFCF_2OCH_3$ (2-(Difluoromethoxymethyl)-1,1,1,2,3,3,3-heptafluoropropane);**

**$C_4F_9OC_2H_5$(1-Ethoxy-1,1,2,2,3,3,4,4,4-nonafluorobutane);**

**$(CF_3)_2CFCF_2OC_2H_5$ (2-Ethoxydifluoromethyl) - 1,1,1,2,3,3,3-heptafluoropropane);**

**Methyl Acetate;**

**HFE-7000 ($n\text{-}C_3F_7OCH_3$, 1,1,1,2,2,3,3,-heptafluoro-3 methoxy-propane);**

**HFE-7500 (3-ethoxy-1,1,1,2,3,4,4,5,5,6,6,6-dodecafluoro-2-(trifluoromethyl) hexane);**

**HFC-227ea (1,1,1,2,3,3,3,-heptafluoropropane)**

**Methyl formate ($HCOOCH_3$)**

**1,1,1,2,2,3,4,5,5,5,- decafluoro-3-methoxy-4-trifluoromethyl- pentane (HFE- 7300);**

**propylene carbonate;**

**dimethyl carbonate;**

**trans-1,3,3,3-tetrafluoropropene;**

**HFE-134 ($HCF_2OCF_2H$);**

**HFE-236cal2 ($HCF_2OCF_2OCF_2H$);**

**HFE-338pcc13 ($HCF_2OCF_2CF_2OCF_2H$);**

**H-Galden 1040x or H-Galden ZT130 (or 150 or 180) ($HCF_2OCF_2OCF_2CF_2OCF_2H$);**

**Trans 1-chloro-3,3,3-trifluoroprop-1-ene (SolsticeTM 1233zd(E));**

**HFO-1234yf (2,3,3,3-tetrafluoropropene);**

**2-amino-2-methyl-1-propanol;**

**t-butyl acetate;**

**1,1,2,2-Tetrafluoro-1-(2,2,2-trifluoroethoxy) ethane;**

**cis- 1,1,1,4,4,4-hexafluorobut-2-ene (HFO-1336mzz-Z);**

**and**

**Perfluorocarbon compounds which fall into these four classes –**

**(1) Cyclic, branched, or linear completely fluorinated alkanes,**

**(2) Cyclic, branched, or linear completely fluorinated ethers with no unsaturations,**

**(3) Cyclic, branched, or linear completely fluorinated tertiary amines with no unsaturations,**

**(4) sulfur containing perfluorcarbons with no unsaturations and with sulfur bonds only to carbon and fluorine.**

**The heretofore mentioned excluded organic compounds have been determined to have negligible photochemical reactivity by the EPA Administrator. For purposes of determining compliance with emission limits under Chapter 8, VOC shall be measured by the approved test methods contained in Chapter 8. Where such a method also inadvertently measures the heretofore mentioned negligibly photochemical reactive organic compounds with the reactive organic compounds, an owner or operator may exclude these negligibly reactive compounds when determining compliance with an emission limit using EPA-approved test methods and procedures. (amended ~~August 24, 2017~~ _____, 2022).**

**CHAPTER 3. PERMITS**
**(Amended March 26, 1998)**

**3.5 Air Permits Authorizing Construction in Clean Air Areas. (Prevention of Significant Deterioration Permitting (PSD)) (amended September 8, 2011)**

**3.5.2 Definitions. For the purposes of this Part only, the following terms will have meanings ascribed in this Section. (amended September 8, 2011)**

**"Replacement unit" means an emissions unit for which all the criteria listed in subparagraphs (1) through (4) below are met. No creditable emission reductions shall be generated from shutting down the existing emissions unit that is replaced. A replacement unit is subject to all permitting requirements for modifications under this Part.**

**(1) The emissions unit is a reconstructed unit within the meaning of 40 CFR §60.15(b)(1), or the emissions unit completely takes the place of an existing emissions unit.**

**(2) The emissions unit is identical to or functionally equivalent to the replaced emissions unit. A functionally equivalent unit would be a unit that serves the same purpose as the replaced unit. The Director shall be the determiner of whether a unit is functionally equivalent to the replaced unit.**

**(3) The replacement does not alter the basic design parameters of the process unit. Basic design parameters shall include, but not be limited to, maximum hourly heat input, maximum hourly fuel utilization, or maximum hourly raw material feed, as appropriate. Basic design parameters of a replaced unit shall also include all source specific emission limits and/or monitoring requirements. The Director shall be the determiner of whether the basic design parameters of the replaced unit are altered.**

**(4) The replaced emissions unit is permanently removed from the major stationary source, otherwise permanently disabled, or permanently barred from operation by a permit that is enforceable as a practical matter. If the replaced emissions unit is brought back into operation, it shall constitute a new emissions unit. (Added March 10, 2016).**

**(5) A Replacement Unit as defined in this Part shall be subject to the applicability test in Paragraph 3.5.1(f) of this Part for any modification. (Added , 2022).**

**3.7 Major Source Operating Permit Annual Emissions Fees.**

**3.7.2 Definitions. (Amended , 2022) The words or phrases used in this part shall have the meanings provided in the rules and regulations applicable to the particular application involved unless the word or phrase is defined in this Section. For the purposes of this part, the following words or phrases shall have the following meanings:**

**(a) "Actual emissions" means the actual rate of emissions in tons per year of any regulated air pollutant emitted by a stationary source. Actual emissions shall be calculated using the stationary source's actual operating hours, production rates, and in-place control equipment, types of materials processed, stored, or combusted during the calendar year which precedes the year the fees are due by two years.**

**(b) "Affected pollutant" means any of the following pollutants: nitrogen oxides, sulfur oxides measured as sulfur dioxide, volatile organic compounds, or particulate matter.**

**(c) "Consumer price index or CPI" means the average of the Consumer Price Index for all urban consumers published**

by the Department of Labor, as of the close of the 12-month period ending on August 31 of each year.

~~(d) "Regulated Air Pollutant" means the following:~~

~~(1) Nitrogen oxides or any volatile organic compounds;~~

~~(2) Any pollutant for which a national ambient air quality standard has been promulgated;~~

~~(3) Any pollutant that is subject to any standard promulgated under section 111 of the Federal Clean Air Act; or~~

~~(4) Any pollutant subject to a standard promulgated under section 112 or other requirements established under section 112 of the Federal Clean Air Act, including sections 112(g), and (j) of the Federal Clean Air Act, including the following:~~

~~(i) Any pollutant subject to requirements under section 112(j) of the Federal Clean Air Act. If the Administrator fails to promulgate a standard by the date established pursuant to section 112(e) of the Federal Clean Air Act, any pollutant for which a subject source would be major shall be considered to be regulated on the date 18 months after the applicable date established pursuant to section 112(e) of the Federal Clean Air Act; and~~

~~(ii) Any pollutant for which the requirements of section 112(g)(2) of the Federal Clean Air Act have been met, but only with respect to the individual source subject to that section 112(g)(2) requirement.~~

3.7.4 Fee Schedule. (amended March 24, 1994)

(a) Major sources which have actual emissions of 1000 tons or more per year of an affected pollutant in the calendar years 1991, 1992, and 1993 shall pay permit fees according to Schedule A of this Part for pollutants which are limited by regulation or by a permit condition developed pursuant to these requirements.

**(b) Major sources which have actual emissions of 100 tons or more per year but less than 1000 tons per year of an affected pollutant in the calendar years 1992 and 1993 shall pay permit fees according to Schedule B of this Section for pollutants which are limited by regulation or by a permit condition developed pursuant to these requirements.**

**(c) Beginning in the calendar year 1995, fees will be due on May 1st for every source subject to this Part at the rate of $25 per ton plus the difference in the CPI of the year the fees were assessed and the CPI of 1989 for each regulated air pollutant, except carbon monoxide, and except greenhouse gases unless a specific greenhouse gas is otherwise included in the definition of "regulated air pollutant" ~~as defined~~ in ~~3.8.2(g)~~ Section 3.1.1 for the actual emissions during the calendar year 1994. Each subsequent year, fees will be due May 1st for the emissions of regulated air pollutants during the preceding calendar year.**

**(d) Emissions from a major source of any pollutant subject to fees in this part which are emitted at a rate greater than 4000 tons per year shall be defined as 4000 tons per year for the purposes of assessing fees for each said pollutant.**

**(e) Emissions of a regulated air pollutant shall not be counted more than once in determining fees.**

**(f) In the event the annual emissions fees which would be due from a source subject to this Part are less than $500 under the requirements of Paragraph 3.7.4(c) above, the fees which are actually due shall be $500, except those facilities which are covered only by a General Permit issued pursuant to Section 3.9.7 of this Part. For facilities which are subject only to such General Permitting requirements, and for which the annual emissions fees are less than $250 under the requirements of Paragraph**

**3.7.4(c) above, the fees which are actually due shall be $250.**

**(g) In the event there is a conflict between Alabama State law or the regulations promulgated thereto and the fee structure provided in this Part, the fee structure established under State law shall take precedence. (adopted November 9, 2000)**

**CHAPTER 5. CONTROL OF OPEN BURNING AND INCINERATION**

**(amended April 23, 1992)**

**5.1.2 Open Burning Permits (amended July 26, 2007)**

**(e) Permit Fees. Open Burning Permit fees in the amount of ~~one~~ two hundred and fifty dollars ~~$100.00~~ ($250.00) per permit shall be paid at the time of application. Fees shall be made payable to the City of Huntsville and shall be non-refundable. (amended ~~July 26, 2007~~ _____, 2022)**

**5.5 Incineration of Commercial and Industrial Solid Waste. (Amended ~~August 24, 2017~~ _____, 2022)**

**5.5.1 Terms used but not defined in this Part are defined in 40 CFR 60, Subparts A and B, and are incorporated by reference in Chapter 13. For the purposes of this Part only, the following definitions apply:**

**(a) "30-day rolling average" means the arithmetic mean of the previous 720 hours of valid operating data. Valid data excludes periods when this unit is not operating. The 720 hours should be consecutive, but not necessarily continuous if operations are intermittent.**

**(b) "Administrator" means the Administrator of the U.S. Environmental Protection Agency or his/her authorized representative.**

**(c) "Affirmative defense" means, in the context of an enforcement proceeding, a response or defense put forward by a defendant, regarding which the defendant has the burden of proof, and the merits of which are independently and objectively evaluated in a judicial or administrative proceeding.**

**(d) "Agricultural waste" means vegetative agricultural materials such as nut and grain hulls and chaff (e.g., almond,**

**walnut, peanut, rice, and wheat), bagasse, orchard prunings, corn stalks, coffee bean hulls and grounds, and other vegetative waste materials generated as a result of agricultural operations.**

**(e) "Air curtain incinerator (ACI)" means an incinerator that operates by forcefully projecting a curtain of air across an open chamber or pit in which combustion occurs. Incinerators of this type can be constructed above or below ground and with or without refractory walls and floor. (Air curtain incinerators are not to be confused with conventional combustion devices with enclosed fireboxes and controlled air technology such as mass burn, modular, and fluidized bed combustors.)**

**(f) "Annual heat input" means the heat input for the 12 months preceding the compliance demonstration.**

**(g) "Auxiliary fuel" means natural gas, liquified petroleum gas, fuel oil, or diesel fuel.**

**(h) "Average annual heat input rate" means annual heat input divided by the hours of operation for the 12 months preceding the compliance demonstration.**

**(i) "Bag leak detection system" means an instrument that is capable of monitoring particulate matter loadings in the exhaust of a fabric filter (i.e., baghouse) in order to detect bag failures. A bag leak detection system includes, but is not limited to, an instrument that operates on triboelectric, light scattering, light transmittance, or other principle to monitor relative particulate matter loadings.**

**(j) "Burn-off oven" means any rack reclamation unit, part reclamation unit, or drum reclamation unit. A burn-off oven is not an incinerator, waste- burning kiln, an energy recover unit or a small, remote incinerator under this Part.**

**(k) "Bypass stack" means a device used for discharging combustion gases to avoid severe damage to the air pollution control device or other equipment.**

**(l) "Calendar quarter" means three consecutive months (nonoverlapping) beginning on: January 1, April 1, July 1, or October 1.**

**(m) "Calendar year" means 365 consecutive days starting on January 1 and ending on December 31.**

**(n) "CEMS data during startup and shutdown" means the following:**

**(1) For incinerators, small remote incinerators: CEMS data collected during the first hours of a CISWI unit startup from a cold start until waste is fed into the unit and the hours of operation following the cessation of waste material being fed to the CISWI ~~unit~~ during a unit shutdown. For each startup event, the length of time that CEMS data may be claimed as being CEMS data during startup must be 48 operating hours or less. For each shutdown event, the length of time that CEMS data may be claimed as being CEMS data during shutdown must be 24 operating hours or less.**

**(2) For energy recovery units: CEMS data collected during the startup or shutdown periods of operation. Startup begins with either the first-ever firing of fuel in a boiler or process heater for the purpose of supplying useful thermal energy (such as steam or heat) for heating, cooling or process purposes, or producing electricity, or the firing of fuel in a boiler or process heater for any purpose after a shutdown event. Startup ends four hours after when the boiler or process heater makes useful thermal energy (such as heat or steam) for heating, cooling, or process purposes, or generates electricity or when no fuel is being fed to the boiler or process heater, whichever is earlier. Shutdown begins when the boiler or process heater no longer makes useful thermal energy (such as heat or steam) for heating, cooling, or process purposes and/or generates electricity or when no fuel is being fed to the boiler or process heater, whichever is earlier. Shutdown ends when the boiler**

**or process heater no longer makes useful thermal energy (such as steam or heat) for heating, cooling, or process purposes and/or generates electricity, and no fuel is being combusted in less;**

**(3) For waste-burning kilns: CEMS data collected during the periods of kiln operation that do not include normal operations. Startup means the time from when a shutdown kiln first begins firing fuel until it begins producing clinker. Startup begins when a shutdown kiln turns on the induced draft fan and begins firing fuel in the main burner. Startup ends when feed is being continuously introduced into the kiln for a least 120 minutes or when the feed rate exceeds 60 percent of the kiln design limitation rate, whichever occurs first. Shutdown means the cessation of kiln operation. Shutdown begins when feed to the kiln is halted and ends when continuous kiln rotation ceases.**

**(o) "Chemical recovery unit" means combustion units burning materials to recover chemical constituents or to produce chemical compounds where there is an existing commercial market for such recovered chemical constituents or compounds. A chemical recovery unit is not an incinerator, a waste-burning kiln, an energy recovery unit or a small, remote incinerator under this Part. The following seven types of units are considered chemical recovery units:**

**(1) Units burning only pulping liquors (i.e., black liquor) that are reclaimed in a pulping liquor recovery process and reused in the pulping process.**

**(2) Units burning only spent sulfuric acid used to produce virgin sulfuric acid.**

**(3) Units burning only wood or coal feedstock for the production of charcoal.**

**(4) Units burning only manufacturing byproduct streams/residue containing catalyst metals that are reclaimed and reused as catalysts or used to produce commercial grade catalysts.**

**(5) Units burning only coke to produce purified carbon monoxide that is used as an intermediate in the production of other chemical compounds.**

**(6) Units burning only hydrocarbon liquids or solids to produce hydrogen, carbon monoxide, synthesis gas, or other gases for use in other manufacturing processes.**

**(7) Units burning only photographic film to recover silver.**

**(p) "Chemotherapeutic waste" means waste material resulting from the production or use of antineoplastic agents used for the purpose of stopping or reversing the growth of malignant cells.**

**(q) "Clean lumber" means wood or wood products that have been cut or shaped and include wet, air-dried, and kiln-dried wood products. Clean lumber does not include wood products that have been painted, pigment-stained, or pressure-treated by compounds such as chromate copper arsenate, pentachlorophenol, and creosote.**

**(r) "Commercial and industrial solid waste incineration unit (CISWI) ~~unit~~" means any distinct operating unit of any commercial or industrial facility that combusts, or has combusted in the preceding 6 months, any solid waste as that term is defined in 40 CFR part 241. If the operating unit burns material other than traditional fuels as defined in §241.2 that have been discarded, and the owner or operator does not keep and produce records as required by paragraph 5.5.11(u) of this Part, the operating unit is a CISWI ~~unit~~. While not all CISWIs ~~units~~ will include all of the following components, a CISWI ~~unit~~ includes, but is not limited to, the commercial or industrial solid waste feed system, grate system, flue gas system, waste heat recovery equipment, if any, and bottom ash system. The CISWI ~~unit~~ does not include air pollution control equipment or the stack. The CISWI ~~unit~~ boundary starts at the solid waste hopper (if applicable) and extends through two areas:**

**(1) The combustion unit flue gas system, which ends immediately after the last combustion chamber or after the waste heat recovery equipment, if any;**

**(2) The combustion unit bottom ash system, which ends at the truck loading station or similar equipment that transfers the ash to final disposal. The CISWI unit includes all ash handling systems connected to the bottom ash handling system.**

**(3) A CISWI unit does not include any of the types of units described in paragraph 5.5.2(d) of this Part, nor does it include any combustion turbine or reciprocating internal combustion engine.**

**(s) "Contained gaseous material" means gases that are in a container when that container is combusted.**

**(t) "Continuous emission monitoring system (CEMS)" means the total equipment that may be required to meet the data acquisition and availability requirements of this Part, used to sample, condition (if applicable), analyze, and provide a record of emissions.**

**(u) "Continuous monitoring system (CMS)" means the total equipment, required under the emission monitoring sections in applicable rules, used to sample and condition (if applicable), to analyze, and to provide a permanent record of emissions or process parameters. A particulate matter continuous parameter monitoring system (PM CPMS) is a type of CMS.**

**(v) "Cyclonic burn barrel" means a combustion device for waste materials that is attached to a 55 gallon, open-head drum. The device consists of a lid, which fits onto and encloses the drum, and a blower that forces combustion air into the drum in a cyclonic manner to enhance the mixing of waste material and air. A cyclonic burn barrel is not an incinerator, a waste-burning kiln, an energy recovery unit or a small, remote incinerator under this Part.**

**(w) "Deviation" means any instance in which an affected source subject to this Part, or an owner or operator of such a source:**

**(1) Fails to meet any requirement or obligation established by this Part, including but not limited to any emission limitation, operating limit, or operator qualification and accessibility requirements; or**

**(2) Fails to meet any term or condition that is adopted to implement an applicable requirement in this Part and that is included in the operating permit for any affected source required to obtain such a permit.**

**(x) "Dioxins/furans" means tetra-through octachlorinated dibenzo-p-dioxins and dibenzofurans.**

**(y) "Discard" means, for purposes of this Part and 40 CFR 60, Subpart CCCC [Part 13.2 Subpart CCCC], only, burned in an incineration unit without energy recovery.**

**(z) "Drum reclamation unit" means a unit that burns residues out of drums (e.g., 55 gallon drums) so that the drums can be reused.**

**(aa) "Dry scrubber" means an add-on air pollution control system that injects dry alkaline sorbent (dry injection) or sprays an alkaline sorbent (spray dryer) to react with and neutralize acid gas in the exhaust stream forming a dry powder material. Sorbent injection systems in fluidized bed boilers and process heaters are included in this definition. A dry scrubber is a dry control system.**

**(bb) "Energy recovery" means the process of recovering thermal energy from combustion for useful purposes such as steam generation or process heating.**

**(cc) "Energy recovery unit" means a combustion unit combusting solid waste (as that term is defined by the Administrator in 40 CFR part 241) for energy recovery. Energy recovery units include units that would be considered boilers and process heaters if they did not combust solid waste.**

**(dd) "Energy recovery unit designed to burn biomass (Biomass)" means an energy recovery unit that burns solid waste, biomass, and non-coal solid materials but less than 10 percent coal, on a heat input basis on an annual average, either alone or in combination with liquid waste, liquid fuel or gaseous fuels.**

**(ee) "Energy recovery unit designed to burn coal (Coal)" means an energy recovery unit that burns solid waste and at least 10 percent coal on a heat input basis on an annual average, either alone or in combination with liquid waste, liquid fuel or gaseous fuels.**

**(ff) "Energy recovery unit designed to burn liquid waste materials and gas (Liquid/gas)" means an energy recovery unit that burns a liquid waste with liquid or gaseous fuels not combined with any solid fuel or waste materials.**

**(gg) "Energy recovery unit designed to burn solid materials (Solids)" includes energy recovery units designed to burn coal and energy recovery units designed to burn biomass.**

**(hh) "Fabric filter" means an add-on air pollution control device used to capture particulate matter by filtering gas streams through filter media, also known as a baghouse.**

**(ii) "Foundry sand thermal reclamation unit" means a type of part reclamation unit that removes coatings that are on foundry sand. A foundry sand thermal reclamation unit is not an incinerator, a waste-burning kiln, an energy recovery unit or a small, remote incinerator under this Part.**

**(jj) "Incinerator" means any furnace used in the process of combusting solid waste (as that term is defined by the Administrator under Resource Conservation and Recovery Act in 40 CFR part 241) for the purpose of reducing the volume of the waste by removing combustible matter. Incinerator designs include single chamber and two-chamber.**

**(kk) "In-line coal mill" means those coal mills using kiln exhaust gases in their process. Coal mills with a heat source other than the kiln or coal mills using exhaust gases from the clinker cooler alone are not an in-line coal mill.**

**(ll) "In-line kiln/raw mill" means a system in a Portland Cement production process where dry kiln system is integrated with the raw mill so that all or a portion of the kiln exhaust gases are used to perform the drying operation of the raw mill, with no auxiliary heat source used. In this system the kiln is capable of operating without the raw mill operating, but the raw mill cannot operate without the kiln gases, and consequently, the raw mill does not generate a separate exhaust gas stream.**

**(mm) "Kiln" means an oven or furnace, including any associated preheater or precalciner devices, in-line raw mills, in-line coal mills or alkali bypass used for processing a substance by burning, firing or drying. Kilns include cement kilns that produce clinker by heating limestone and other materials for subsequent production of Portland Cement. Because the alkali bypass, in-line raw mill and in-line coal mill are considered an integral part of the kiln, the kiln emissions limits also apply to the exhaust of the alkali bypass, in-line raw mill and in-line coal mill.**

**(nn) "Laboratory analysis unit" means units that burn samples of materials for the purpose of chemical or physical analysis. A laboratory analysis unit is not an incinerator, waste-burning kiln, an energy recovery unit or a small, remote incinerator under this Part.**

**(oo) "Load fraction" means the actual heat input of an energy recovery unit divided by heat input during the performance test that established the minimum sorbent injection rate or minimum activated carbon injection rate, expressed as a fraction (e.g., for 50 percent load the load fraction is 0.5).**

**(pp) "Low-level radioactive waste" means waste material which contains radioactive nuclides emitting primarily beta or gamma radiation, or both, in concentrations or quantities that exceed applicable Federal or State standards for unrestricted release. Low-level radioactive waste is not high-level radioactive waste, spent nuclear fuel, or by-product material as defined by the Atomic Energy Act of 1954 (42 U.S.C. 2014(e)(2)). (bb) "Energy recovery" means the process of recovering thermal energy from combustion for useful purposes such as steam generation or process heating.**

**(qq) "Malfunction" means any sudden, infrequent, and not reasonably preventable failure of air pollution control equipment, process equipment, or a process to operate in a normal or usual manner. Failures that are caused, in part, by poor maintenance or careless operation are not malfunctions.**

**(rr) "Minimum voltage or amperage" means 90 percent of the lowest test-run average voltage or amperage to the electrostatic precipitator measured during the most recent particulate matter or mercury performance test demonstrating compliance with the applicable emission limits.**

**(ss) "Modification or modified CISWI ~~unit~~" means a CISWI ~~unit~~ that has been changed later than August 7, 2013 and that meets one of two criteria:**

**(1) The cumulative cost of the changes over the life of the unit exceeds 50 percent of the original cost of building and installing the CISWI ~~unit~~ (not including the cost of land) updated to current costs (current dollars). To determine what systems are within the boundary of the CISWI ~~unit~~ used to calculate these costs, see the definition of CISWI ~~unit~~.**

**(2) Any physical change in the CISWI ~~unit~~ or change in the method of operating it that increases the amount of any air pollutant emitted for which section 129 or section 111 of the Clean Air Act has established standards.**

**(tt) "Municipal solid waste or municipal-type solid waste" means household, commercial/retail, or institutional waste. Household waste includes material discarded by residential dwellings, hotels, motels, and other similar permanent or temporary housing. Commercial/retail waste includes material discarded by stores, offices, restaurants, warehouses, nonmanufacturing activities at industrial facilities, and other similar establishments or facilities. Institutional waste includes materials discarded by schools, by hospitals (nonmedical), by nonmanufacturing activities at prisons and government facilities, and other similar establishments or facilities. Household, commercial/retail, and institutional waste does include yard waste and refuse- derived fuel. Household, commercial/retail, and institutional waste does not include used oil; sewage sludge; wood pallets; construction, renovation, and demolition wastes (which include railroad ties and telephone poles); clean wood; industrial process or manufacturing wastes; medical waste; or motor vehicles (including motor vehicle parts or vehicle fluff).**

**(uu) "Opacity" means the degree to which emissions reduce the transmission of light and obscure the view of an object in the background.**

**(vv) "Operating day" means a 24-hour period between 12:00 midnight and the following midnight during which any amount of solid waste is combusted at any time in the CISWI ~~unit~~.**

**(ww) "Oxygen analyzer system" means all equipment required to determine the oxygen content of a gas stream and used to monitor oxygen in the boiler or process heater flue gas, boiler/process heater, firebox, or other appropriate location. This definition includes oxygen trim systems and certified oxygen CEMS. The source owner or operator is responsible to install, calibrate, maintain, and operate the oxygen analyzer system in accordance with the manufacturer's recommendations.**

**(xx) "Oxygen trim system" means a system of monitors that is used to maintain excess air at the desired level in a combustion device over its operating range. A typical system consists of a flue gas oxygen and/or carbon monoxide monitor that automatically provides a feedback signal to the combustion air controller or draft controller.**

**(yy) "Part reclamation unit" means a unit that burns coatings off parts (e.g., tools, equipment) so that the parts can be reconditioned and reused.**

**(zz) "Particulate matter" means total particulate matter emitted from CISWIs ~~units~~ as measured by Method 5 or Method 29 of 40 CFR 60, Appendix A.**

**(aaa) "Pathological waste" means waste material consisting of only human or animal remains, anatomical parts, and/or tissue, the bags/containers used to collect and transport the waste material, and animal bedding (if applicable).**

**(bbb) "Performance evaluation" means the conduct of relative accuracy testing, calibration error testing, and other measurements used in validating the continuous monitoring system data.**

**(ccc) "Performance test" means the collection of data resulting from the execution of a test method (usually three emission test runs) used to demonstrate compliance with a relevant emission standard as specified in the performance test section of the relevant standard.**

**(ddd) "Process change" means any of the following physical or operational changes:**

**(1) A physical change (maintenance activities excluded) to the CISWI ~~unit~~ which may increase the emission rate of any air pollutant to which a standard applies;**

**(2) An operational change to the CISWI ~~unit~~ where a new type of non- hazardous secondary material is being combusted;**

**(3) A physical change (maintenance activities excluded) to the air pollution control devices used to comply with the emission limits for the CISWI ~~unit~~ (e.g.,**

**replacing an electrostatic precipitator with a fabric filter);**

**(4) An operational change to the air pollution control devices used to comply with the emission limits for the affected CISWI ~~unit~~ (e.g., change in the sorbent injection rate used for activated carbon injection).**

**(eee) "Rack reclamation unit" means a unit that burns the coatings off racks used to hold small items for application of a coating. The unit burns the coating overspray off the rack so the rack can be reused.**

**(fff) Raw mill means a ball or tube mill, vertical roller mill or other size reduction equipment, that is not part of an in-line kiln/raw mill, used to grind feed to the appropriate size. Moisture may be added or removed from the feed during the grinding operation. If the raw mill is used to remove moisture from feed materials, it is also, by definition, a raw material dryer. The raw mill also includes the air separator associated with the raw mill.**

**(ggg) "Reconstruction" means rebuilding a CISWI ~~unit~~ and meeting two criteria:**

**(1) The reconstruction begins on or after August 7, 2013.**

**(2) The cumulative cost of the construction over the life of the incineration unit exceeds 50 percent of the original cost of building and installing the CISWI ~~unit~~ (not including land) updated to current costs (current dollars). To determine what systems are within the boundary of the CISWI ~~unit~~ used to calculate these costs, see the definition of CISWI ~~unit~~.**

**(hhh) "Refuse-derived fuel" means a type of municipal solid waste produced by processing municipal solid waste through shredding and size classification. This includes all classes of refuse-derived fuel including two fuels:**

**(1) Low-density fluff refuse-derived fuel through densified refuse-derived fuel.**

**(2) Pelletized refuse-derived fuel.**

**(iii) "Responsible Official" means one of the following:**

**(1) For a corporation: a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation, or a duly authorized representative of such person if the representative is responsible for the overall operation of one or more manufacturing, production, or operating facilities applying for or subject to a permit and either:**

**(i) The facilities employ more than 250 persons or have gross annual sales or expenditures exceeding $25 million (in second quarter 1980 dollars); or**

**(ii) The delegation of authority to such representatives is approved in advance by the Department;**

**(2) For a partnership or sole proprietorship: a general partner or the proprietor, respectively;**

**(3) For a municipality, State, Federal, or other public agency: Either a principal executive officer or ranking elected official. For the purposes of this Part, a principal executive officer of a Federal agency includes the chief executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., a Regional Administrator of EPA); or**

**(4) For affected facilities:**

**(i) The designated representative in so far as actions, standards, requirements, or prohibitions under Title IV of the Clean Air Act or the regulations promulgated there under are concerned; or**

**(ii) The designated representative for any other purposes under 40 CFR Part 60.**

**(jjj) "Shutdown" means the period of time after all waste has been combusted in the primary chamber.**

**(kkk) "Small, remote incinerator" means an incinerator that combusts solid waste (as that term is defined by the Administrator in 40 CFR part 241) and combusts 3 tons per day or less solid waste and is more than 25 miles driving distance to the nearest municipal solid waste landfill.**

**(lll) "Soil treatment unit" means a unit that thermally treats petroleum- contaminated soils for the sole purpose of site remediation. A soil treatment unit may be direct-fired or indirect fired. A soil treatment unit is not an incinerator, a waste-burning kiln, an energy recovery unit or a small, remote incinerator under this Part.**

**(mmm) "Solid waste" (as defined in 40 CFR 241.2) means any garbage, refuse, sludge from a waste treatment plant, water supply treatment plant, or air pollution control facility and other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from industrial, commercial, mining, agricultural operations, and from community activities, but solid or dissolved materials in domestic sewage, or solid or dissolved materials in irrigation return flows or industrial discharges that are point sources subject to permits under 33 U.S.C. 1342, or source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954, as amended (68 Stat. 923).**

**(nnn) "Solid waste incineration unit" means a distinct operating unit of any facility which combusts any solid waste (as that term is defined by the Administrator in 40 CFR part 241) material from commercial or industrial establishments or the general public (including single and multiple residences, hotels and motels). Such term does not include incinerators or other units required to have a permit under section 3005 of the Solid Waste Disposal Act. The term "solid waste incineration unit" does not include:**

**(1) Materials recovery facilities (including primary or secondary smelters) which combust waste for the primary purpose of recovering metals;**

**(2) Qualifying small power production facilities, as defined in section 3(17)(C) of the Federal Power Act (16 U.S.C. 769(17)(C)), or qualifying cogeneration facilities, as defined in section 3(18)(B) of the Federal Power Act (16 U.S.C. 796(18)(B)), which burn homogeneous waste (such as units which burn tires or used oil, but not including refuse-derived fuel) for the production of electric energy or in the case of qualifying cogeneration facilities which burn homogeneous waste for the production of electric energy and steam or forms of useful energy (such as heat) which are used for industrial, commercial, heating or cooling purposes; or**

**(3) Air curtain incinerators provided that such incinerators only burn wood wastes, yard wastes and clean lumber and that such air curtain incinerators comply with opacity limitations to be established by the Director by rule.**

**(ooo) "Space heater" means a unit that meets the requirements of 40 CFR 279.23. A space heater is not an incinerator, a waste-burning kiln, an energy recovery unit or a small, remote incinerator under this Part.**

**(ppp) "Standard conditions, when referring to units of measure", means a temperature of 68 deg. F (20 deg. C) and a pressure of 1 atmosphere (101.3 kilopascals).**

**(qqq) "Startup period" means the period of time between the activation of the system and the first charge to the unit.**

**(rrr) "Waste-burning kiln" means a kiln that is heated, in whole or in part, by combusting solid waste (as the term is defined by the Administrator in 40 CFR part 241). Secondary materials used in Portland cement kilns shall not be deemed to be combusted unless they are introduced into the flame zone in the hot end of the kiln or mixed with the precalciner fuel.**

**(sss) "Wet scrubber" means an add-on air pollution control device that utilizes an aqueous or alkaline scrubbing liquor to collect particulate matter (including nonvaporous metals and condensed organics) and/or to absorb and neutralize acid gases.**

**(ttt) "Wood waste" means untreated wood and untreated wood products, including tree stumps (whole or chipped), trees, tree limbs (whole or chipped), bark, sawdust, chips, scraps, slabs, millings, and shavings. Wood waste does not include:**

**(1) Grass, grass clippings, bushes, shrubs, and clippings from bushes and shrubs from residential, commercial/ retail, institutional, or industrial sources as part of maintaining yards or other private or public lands.**

**(2) Construction, renovation or demolition wastes.**

**(3) Clean lumber.**

**5.5.2 Applicability.**

**(a) Except as provided in paragraph (b) below, the designated facility to which this Part applies is each individual CISWI and ACI that commenced construction on or before June 4, 2010, or commenced modification or reconstruction after June 4, 2010 but no later than August 7, 2013.**

**(b) If the owner or operator of a CISWI or ACI ~~unit~~ makes changes that meet the definition of modification or reconstruction ~~on or~~ after August 7, 2013, the CISWI or ACI ~~unit~~ becomes subject to 40 CFR 60, Subpart CCCC [Part 13.2 Subpart CCCC] and this Part no longer applies to that unit.**

**(c) If the owner or operator of a CISWI or ACI ~~unit~~ makes physical or operational changes to an existing CISWI unit primarily to comply with this Part, then 40 CFR 60, Subpart CCCC [Part 13.2 Subpart CCCC] does not apply to that unit. Such changes do not qualify as modifications or reconstructions under Subpart CCCC.**

**(d) The following types of units are exempt from this Part, but some units are required to provide notification. ~~Air curtain incinerators are exempt from the requirements in this Part except for the provisions in Section 5.5.12, paragraphs 5.5.13(j) and 5.5.13(l) of this Part:~~**

**(1) Pathological waste incineration units. Incineration units burning 90 percent or more by weight (on a calendar quarter basis and excluding the weight of auxiliary fuel and combustion air) of pathological waste, low-level radioactive waste, and/or chemotherapeutic waste as defined in Section 5.5.1 are not subject to this Part if the two requirements specified in subdivisions (d)(1)(i) and (ii) of this subparagraph below are met.**

**(i) Notify the Director that the unit meets these criteria.**

**(ii) Keep records on a calendar quarter basis of the weight of pathological waste, low-level radioactive waste, and/or chemotherapeutic waste burned, and the weight of all other fuels and wastes burned in the unit.**

**~~(2) Reserved.~~**

**~~(3)~~ (2) Municipal waste combustion units. Incineration units that are subject to 40 CFR 60, Subpart Ea (Standards of Performance for Municipal Waste Combustors); 40 CFR 60, Subpart Eb (Standards of Performance for Large**

**Municipal Waste Combustors); 40 CFR 60, Subpart Cb (Emission Guidelines and Compliance Time for Large Municipal Combustors); 40 CFR 60, Subpart AAAA (Standards of Performance for Small Municipal Waste Combustion Units); or 40 CFR 60, Subpart BBBB (Emission Guidelines for Small Municipal Waste Combustion Units).**

**~~(4)~~ (3) Medical waste incineration units. Incineration units regulated under 40 CFR 60, Subpart Ec incorporated by reference in Part 13.2 Subpart Ec (Standards of Performance for Hospital/Medical/Infectious Waste Incinerators for Which Construction is Commenced After June 20, 1996) or Part 5.4 [Incineration of Hospital/Medical/Infectious Waste].**

**~~(5)~~ (4) Small power production facilities. Units that meet the ~~three~~ four requirements specified in subdivisions (d)~~(5)~~ (4)(i) through (~~iii~~ iv) of this subparagraph below.**

**(i) The unit qualifies as a small power-production facility under Section 3(17)(C) of the Federal Power Act (16 U.S.C. 796(17)(C)).**

**(ii) The unit burns homogeneous waste (not including refuse-derived fuel) to produce electricity.**

**(iii) The owner or operator submits a request to the Director for a determination that the qualifying small power production facility is combusting homogenous waste.**

**(iv) The owner or operator maintains records specified in paragraph 5.5.11(v) of this Part**

**~~(6)~~ (5) Cogeneration facilities. Units that meet the ~~three~~ four requirements specified in subdivisions (d)(~~6~~ 5)(i) through (~~iii~~ iv) of this subparagraph below.**

(i) The unit qualifies as a cogeneration facility under Section 3(18)(B) of the Federal Power Act (16 U.S.C. 796(18)(B)).

(ii) The unit burns homogeneous waste (not including refuse-derived fuel) to produce electricity and steam or other forms of energy used for industrial, commercial, heating, or cooling purposes.

(iii) The owner or operator submits a request to the Director for a determination that the qualifying cogeneration facility is combusting homogenous waste.

(iv) The owner or operator maintains records specified in paragraph 5.5.11(w) of this Part.

~~(7)~~ (6) Hazardous waste combustion units. Units that are required to get a permit under section 3005 of the Solid Waste Disposal Act.

~~(8)~~ (7) Materials recovery units. Units that combust waste for the primary purpose of recovering metals, such as primary and secondary smelters.

~~(9) Air curtain incinerators. Air curtain incinerators that burn only the materials listed in subdivisions (d)(9)(i) through (iii) of this subparagraph below are only required to meet the requirements under "Air Curtain Incinerators" (Section 5.5.13 of this Part).~~

~~(i) 100 percent wood waste.~~

~~(ii) 100 percent clean lumber.~~

~~(iii) 100 percent mixture of only wood waste, clean lumber, and/or yard waste.~~

~~(10) Reserved.~~

~~(11) Reserved.~~

~~(12) Reserved.~~

~~(13)~~ (8) Sewage treatment plants. Incineration units regulated under 40 CFR 60, Subpart O as incorporated in Part 13.2 Subpart O (Standards of Performance for Sewage Treatment Plants).

~~(14) Reserved.~~

~~(15) Reserved.~~

~~(16)~~ (9) Sewage sludge incineration units. Incineration units combusting sewage sludge for the purpose of reducing the volume of the sewage sludge by removing combustible matter that are subject to subpart LLLL of 40 CFR 60 as incorporated in Part 13.2 Subpart LLLL (Standards of Performance for New Sewage Sludge Incineration Units) or subpart MMMM of 40 CFR 60 (Emission Guidelines and Compliance Times for Existing Sewage Sludge Incineration Units).

~~(17)~~ (10) Other solid waste incineration units. Incineration units that are subject to subpart EEEE of 40 CFR 60 (Standards of Performance for Other Solid Waste Incineration Units) or subpart FFFF of 40 CFR 60 (Emission Guidelines and Compliance Times for Other Solid Waste Incineration Units).

5.5.3 Increments of Progress.

(a) For owners or operators planning to achieve compliance more than one year following the effective date of EPA's approval of ADEM admin. Code R. 335-3-3-.05 the two increments of progress specified in subparagraphs (a)(1) and (2) of this paragraph below shall be met.

(1) Submit a final control plan to the Director no later than one year after the effective date of EPA's approval of ADEM admin. Code R. 335-3-3-.05.

**(2) Achieve final compliance no later than December 1, 2005 for CISWI units that commenced construction on or before November 30, 1999, or February 7, 2018 for CISWI units that commenced construction on or before June 4, 2010.**

**(b) The owner or operator shall submit to the Director, notifications for achieving increments of progress. The notifications shall be postmarked no later than 10 business days after the compliance date for the increment. These notifications shall include the three items specified in subparagraphs (b)(1) through (3) of this paragraph below:**

**(1) Notification that the increment of progress has been achieved.**

**(2) Any items required to be submitted with each increment of progress.**

**(3) Signature of the owner or operator of the CISWI ~~unit~~.**

**(c) If an owner or operator fails to meet an increment of progress, a notification to the Director shall be submitted and postmarked within 10 business days after the date for that increment of progress in 5.5.3(a) above. The owner or operator shall inform the Director that the increment was not met, and reports shall be submitted each subsequent calendar month until the increment of progress is met.**

**(d) For the control plan increment of progress, the owner or operator shall satisfy the two requirements specified in subparagraphs (d)(1) and (2) of this paragraph below.**

**(1) Submit the final control plan that includes the five items described in subdivisions (d)(1)(i) through (v) of this subparagraph below.**

**(i) A description of the devices for air pollution control and process changes that will be used to comply with the emission limitations and other requirements of this Part.**

**(ii) The type(s) of waste to be burned.**

**(iii) The maximum design waste burning capacity.**

**(iv) The anticipated maximum charge rate.**

**(v) If applicable, the petition for site-specific operating limits under 5.5.6(c) of this Part.**

**(2) Maintain an onsite copy of the final control plan.**

**(e) For the final compliance increment of progress, the owner or operator shall complete all process changes and retrofit construction of control devices, as specified in the final control plan, so that, if the affected CISWI ~~unit~~ is brought online, all necessary process changes and air pollution control devices would operate as designed.**

**(f) Closing and restarting a CISWI ~~unit~~.**

**(1) If the CISWI ~~unit~~ is closed but will be restarted prior to the final compliance date of December 1, 2005 for CISWI units that commenced construction on or before November 30, 1999, or February 7, 2018 for CISWI units that commenced construction on or before June 4, 2010, the owner or operator shall meet the increments of progress specified in paragraph (a) of this Section.**

**(2) If the CISWI ~~unit~~ is closed but will be restarted after the final compliance date of December 1, 2005 for CISWI units that commenced construction on or before November 30, 1999, or February 7, 2018 for CISWI units that commenced construction on or before June 4, 2010, the owner or operator shall complete emission control retrofits and meet the emission limitations and operating limits on the date the unit restarts operation.**

**(g) Permanent closure of a CISWI ~~unit~~. If the owner or operator plans to close the CISWI ~~unit~~ rather than comply with this Part, submit a closure notification, including the**

**date of closure, to the Director within 90 days after EPA approval of ADEM admin. Code R. 335-3-3-.05.**

**5.5.4 Waste Management Plan.**

**(a) A waste management plan is a written plan that identifies both the feasibility and the methods used to reduce or separate certain components of solid waste from the waste stream in order to reduce or eliminate toxic emissions from incinerated waste.**

**(b) A waste management plan shall be submitted no later than the date specified in 5.5.3(a)(1) of this Part for submittal of the final control plan.**

**(c) A waste management plan shall include consideration of the reduction or separation of waste-stream elements such as paper, cardboard, plastics, glass, batteries, or metals; or the use of recyclable materials. The plan shall identify any additional waste management measures, and the source shall implement those measures considered practical and feasible, based on the effectiveness of waste management measures already in place, the costs of additional measures, the emissions reductions expected to be achieved, and any other environmental or energy impacts they might have.**

**5.5.5 Operator Training and Qualification.**

**(a) No CISWI ~~unit~~ can be operated unless a fully trained and qualified CISWI ~~unit~~ operator is accessible, either at the facility or can be at the facility within 1 hour. The trained and qualified CISWI ~~unit~~ operator may operate the CISWI ~~unit~~ directly or be the direct supervisor of one or more other plant personnel who operate the unit. If all qualified CISWI ~~unit~~ operators are temporarily not accessible, the procedures in paragraph (h) of this section below shall be followed.**

**(b) Operator training and qualification shall be obtained through a State-approved program that meets the requirements included in paragraph (c) of this section below. Qualification is valid from the date on which the training course is completed and the operator successfully passes the examination required under subparagraph (c)(2) of this section below.**

**(c) Training shall be obtained by completing an incinerator operator training course that includes, at a minimum, the three elements described in subparagraphs (c)(1) through (3) of this paragraph below.**

**(1) Training on the eleven subjects listed in subdivisions (c)(1)(i) through (xi) of this subparagraph below.**

**(i) Environmental concerns, including types of emissions.**

**(ii) Basic combustion principles, including products of combustion.**

**(iii) Operation of the specific type of incinerator to be used by the operator, including proper startup, waste charging, and shutdown procedures.**

**(iv) Combustion controls and monitoring.**

**(v) Operation of air pollution control equipment and factors affecting performance (if applicable).**

**(vi) Inspection and maintenance of the incinerator and air pollution control devices.**

**(vii) Actions to prevent and correct malfunctions or conditions that may lead to malfunction.**

**(viii) Bottom and fly ash characteristics and handling procedures.**

**(ix) Applicable Federal, State, and local regulations, including Occupational Safety and Health Administration workplace standards.**

**(x) Pollution prevention.**

**(xi) Waste management practices.**

**(2) An examination designed and administered by the instructor.**

**(3) Written material covering the training course topics that can serve as reference material following completion of the course.**

**(d) The operator training course shall be completed by the later of the three dates specified in subparagraphs (d)(1) through (3) of this paragraph below.**

**(1) The final compliance date of December 1, 2005 for CISWIs ~~units~~ that commenced construction on or before November 30, 1999, or February 7, 2018 for CISWIs ~~units~~ that commenced construction on or before June 4, 2010.**

**(2) Six months after CISWI ~~unit~~ startup.**

**(3) Six months after an employee assumes responsibility for operating the CISWI ~~unit~~ or assumes responsibility for supervising the operation of the CISWI ~~unit~~.**

**(e) To maintain qualification, the operator shall complete an annual review or refresher course covering, at a minimum, the five topics described in subparagraphs (e)(1) through (5) of this paragraph below.**

**(1) Update of regulations.**

**(2) Incinerator operation, including startup and shutdown procedures, waste charging, and ash handling.**

**(3) Inspection and maintenance.**

**(4) Prevention and correction of malfunctions or conditions that may lead to malfunction.**

**(5) Discussion of operating problems encountered by attendees.**

**(f) A lapsed operator qualification shall be renewed by one of the two methods specified in subparagraphs (f)(1) and (2) of this paragraph below.**

**(1) For a lapse of less than 3 years, the operator shall complete a standard annual refresher course described in paragraph (e) of this section above.**

**(2) For a lapse of 3 years or more, the operator shall repeat the initial qualification requirements in paragraphs (b) and (c) of this section above.**

**(g) Requirements for site specific documentation.**

**(1) Site specific documentation shall be available at the facility and readily accessible for all CISWI ~~unit~~ operators that addresses the ten topics described in subdivisions (g)(1)(i) through (x) of this subparagraph below. The owner or operator shall maintain this information and the training records required by subparagraph (g)(3) of this paragraph below in a manner that they can be readily accessed and are suitable for inspection upon request.**

**(i) Summary of the applicable standards under this Part.**

**(ii) Procedures for receiving, handling, and charging waste.**

**(iii) Incinerator startup, shutdown, and malfunction procedures.**

**(iv) Procedures for maintaining proper combustion air supply levels.**

**(v) Procedures for operating the incinerator and associated air pollution control systems within the standards established under this Part.**

**(vi) Monitoring procedures for demonstrating compliance with the incinerator operating limits.**

**(vii) Reporting and recordkeeping procedures.**

**(viii) The waste management plan required under section 5.5.4 of this Part.**

**(ix) Procedures for handling ash.**

**(x) A list of the wastes burned during the performance test.**

**(2) The owner or operator shall establish a program for reviewing the information listed in subparagraph**

**(g)(1) of this paragraph above with each incinerator operator.**

**(i) The initial review of the information listed in subparagraph (g)(1) of this paragraph shall be conducted by the later of the three dates specified in subdivisions (g)(2)(i)(A) through (C) of this subparagraph below.**

**(A) The final compliance date of December 1, 2005 for CISWIs ~~units~~ that commenced construction on or before November 30, 1999, or February 7, 2018 for CISWIs ~~units~~ that commenced construction on or before June 4, 2010.**

**(B) Six months after CISWI ~~unit~~ startup.**

**(C) Six months after being assigned to operate the CISWI ~~unit~~.**

**(ii) Subsequent annual reviews of the information listed in subparagraph (g)(1) of this paragraph shall be conducted no later than 12 months following the previous review.**

**(3) The owner or operator shall also maintain the information specified in subdivisions (g)(3)(i) through (iii) below.**

**(i) Records showing the names of CISWI ~~unit~~ operators who have completed review of the information in subparagraph (g)(1) of this paragraph above as required by subparagraph (g)(2) of this paragraph, including the date of the initial review and all subsequent annual reviews.**

**(ii) Records showing the names of the CISWI operators who have completed the operator training requirements under this paragraph, met the criteria for qualification under paragraphs (a), (b) and (c) of this section, and maintained or renewed their qualification under paragraphs (e) or (f) of this section, respectively. Records shall include documentation of training, the dates of the initial refresher training, and the dates of their qualification and all subsequent renewals of such qualifications.**

**(iii) For each qualified operator, the phone and/or pager number at which they can be reached during operating hours.**

**(h) If all qualified operators are temporarily not accessible (i.e., not at the facility and not able to be at the facility within 1 hour), the owner or operator shall meet one of the two criteria specified in subparagraphs (h)(1) and (2) of this paragraph below, depending on the length of time that a qualified operator is not accessible.**

**(1) When all qualified operators are not accessible for more than 8 hours, but less than 2 weeks, the CISWI ~~unit~~ may be operated by other plant personnel familiar with the operation of the CISWI ~~unit~~ who have completed a review of the information specified in subparagraph (g)(1) of this section within the past 12 months. However, the period when all qualified operators were not accessible shall be recorded and this deviation included in the annual report as specified under section 5.5.11 of this Part.**

**(2) When all qualified operators are not accessible for 2 weeks or more, the two actions that are described in subdivisions (h)(2)(i) and (ii) of this subparagraph below shall be taken.**

**(i) Notify the Director of this deviation in writing within 10 days. In the notice, state what caused this deviation, what actions are being taken to ensure that a qualified operator is accessible, and when it is expected that a qualified operator will be accessible.**

**(ii) Submit a status report to the Administrator every 4 weeks outlining what actions are being taken to ensure that a qualified operator is accessible, stating when it is expected that a qualified operator will be accessible and requesting approval from the Administrator to continue operation of the CISWI ~~unit~~. The first status report shall be submitted 4 weeks after notification to the Director of the deviation under subdivision (h)(2)(i). If the Administrator notifies the owner or operator that the request to continue operation of the CISWI ~~unit~~ is disapproved, the CISWI ~~unit~~ may continue operation for 90 days, then shall cease operation. Operation of the unit may resume if the two requirements in subdivisions (h)(2)(ii)(A) and (B) of this subparagraph below are met.**

**(A) A qualified operator is accessible as required under paragraph (a) of this section.**

**(B) The owner or operator notifies the Administrator that a qualified operator is accessible and operation is resuming.**

**5.5.6 Emission Limitations and Operating Limits.**

**(a) The owner or operator shall meet the emission limitations for each CISWI ~~unit~~, including bypass stack or vent, specified in Table 1 of this Part or tables 5 through 8 of this Part by the final compliance date of December 1, 2005 for CISWIs ~~units~~ that commenced construction on or before November 30, 1999, or February 7, 2018 for CISWIs ~~units~~ that commenced construction on or before June 4, 2010, as applicable. The emission limitations apply at all times the unit is operating including and not limited to startup, shutdown, or malfunction.**

**(1) Units that do not use wet scrubbers shall maintain opacity to less than equal to the percent opacity (three 1-hour blocks consisting of ten 6-minute average opacity values) specified in table 1 of this Part, as applicable.**

**(b) Timelines for Operating Limits.**

**(1) If a wet scrubber(s) is used to comply with the emission limitations, the owner or operator shall establish operating limits for up to four operating parameters (as specified in Table 2 of this Part) as described in subdivisions (b)(1)(i) through (iv) of this subparagraph during the initial performance test.**

**(i) Maximum charge rate, calculated using one of the two different procedures in subdivisions (b)(1)(i)(A) or (B) of this subparagraph, as appropriate.**

**(A) For continuous and intermittent units, maximum charge rate is 110 percent of the average charge rate measured during the most recent performance test**

**demonstrating compliance with all applicable emission limitations.**

**(B) For batch units, maximum charge rate is 110 percent of the daily charge rate measured during the most recent performance test demonstrating compliance with all applicable emission limitations.**

**(ii) Minimum pressure drop across the wet particulate matter scrubber, which is calculated as lowest 1-hour average pressure drop across the wet scrubber measured during the most recent performance test demonstrating compliance with the particulate matter emission limitations; or minimum amperage to the wet scrubber, which is calculated as the lowest 1-hour average amperage to the wet scrubber measured during the most recent performance test demonstrating compliance with the particulate matter emission limitations.**

**(iii) Minimum scrubber liquid flow rate, which is calculated as the lowest 1-hour average liquid flow rate at the inlet to the wet acid gas or particulate matter scrubber measured during the most recent performance test demonstrating compliance with all applicable emission limitations.**

**(iv) Minimum scrubber liquor pH, which is calculated as the lowest 1-hour average liquor pH at the inlet to the wet acid gas scrubber measured during the most recent performance test demonstrating compliance with the HCl emission limitation.**

**(2) The owner or operator shall meet the operating limits established on the date that the performance test report is submitted to the EPA's Central Data Exchange or postmarked per the requirements of Paragraph 5.5.11(hh). ~~during the initial performance test on the date the initial performance test is required or completed (whichever is earlier). The owner or operator shall conduct an initial performance evaluation of each continuous monitoring system and continuous parameter monitoring system within 60 days of installation of the monitoring system.~~**

**(3) If the owner or operator uses a fabric filter to comply with the emission limitations and does not use a particulate matter (PM) continuous parameter monitoring system (CPMS) for monitoring PM compliance, each fabric**

**filter system shall be operated such that the bag leak detection system alarm does not sound more than 5 percent of the operating time during a 6-month period. In calculating this operating time percentage, if inspection of the fabric filter demonstrates that no corrective action is required, no alarm time is counted. If corrective action is required, each alarm shall be counted as a minimum of 1 hour. If the owner or operator takes longer than 1 hour to initiate corrective action, the alarm time shall be counted as the actual amount of time taken by the owner or operator to initiate corrective action.**

**(4) If the owner or operator uses an electrostatic precipitator to comply with the emission limitations and does not use a PM CPMS for monitoring PM compliance, the owner or operator shall measure the (secondary) voltage and amperage of the electrostatic precipitator collection plates during the particulate matter performance test. Calculate the average electric power value (secondary voltage x secondary current = secondary electric power) for each test run. The operating limit for the electrostatic precipitator is calculated as the lowest 1-hour average secondary electric power measured during the most recent performance test demonstrating compliance with the particulate matter emission limitations.**

**(5) If the owner or operator uses an activated carbon sorbent injection to comply with the emission limitations, the owner or operator shall measure the sorbent flow rate during the performance testing. The operating limit for the carbon sorbent injection is calculated as the lowest 1-hour average sorbent flow rate measured during the most recent performance test demonstrating compliance with the mercury emission limitations. For energy recovery units, when the unit operates at lower loads, multiply the sorbent injection rate by the load fraction, as defined in this Part, to determine the required injection rate (e.g., for 50 percent load, multiply the injection rate operating limit by 0.5).**

**(6) If the owner or operator uses selective noncatalytic reduction to comply with the emission limitations, the owner or operator shall measure the charge rate, the secondary chamber temperature (if applicable to the CISWI ~~unit~~), and the reagent flow rate during the nitrogen oxides performance testing. The operating limits for the selective noncatalytic reduction are calculated as the highest 1-hour average charge rate, lowest secondary chamber temperature, and lowest reagent flow rate**

**measured during the most recent performance test demonstrating compliance with the nitrogen oxides emission limitations.**

**(7) If the owner or operator uses a dry scrubber to comply with the emission limitations, the owner or operator shall measure the injection rate of each sorbent during the performance testing. The operating limit for the injection rate of each sorbent is calculated as the lowest 1-hour average injection rate of each sorbent measured during the most recent performance test demonstrating compliance with the hydrogen chloride emission limitations. For energy recovery units, when the unit operates at lower loads, multiply the sorbent injection rate by the load fraction, as defined in this Part, to determine the required injection rate (e.g., for 50 percent load, multiply the injection rate operating limit by 0.5).**

**(8) If the owner or operator does not use a wet scrubber, electrostatic precipitator, or fabric filter to comply with the emission limitation, and if the owner or operator does not determine compliance with the particulate matter emission limitation with either a particulate matter CEMS or a particulate matter CPMS, the owner or operator shall maintain opacity to less than or equal to ten percent opacity (1-hour block average).**

**(9) If the owner or operator uses a PM CPMS to demonstrate compliance, the owner or operator shall establish a PM CPMS operating limit and determine compliance with it according to subdivisions (b)(9)((i) through (v) of this subparagraph below.**

**(i) During the initial performance test or any such subsequent performance test that demonstrates compliance with the PM limit, record all hourly average output values (milliamps or the digital signal equivalent) from the PM CPMS for the periods corresponding to the test runs (e.g., three 1-hour average PM CPMS output values for three 1-hour test runs).**

**(A) The owner or operator's PM CPMS shall provide a 4-20 milliamp output, or the digital signal equivalent, and the establishment of its relationship to manual reference method measurements shall be determined in units of milliamps or digital bits.**

**(B) The owner or operator's PM CPMS operating range shall be capable of reading PM concentrations from zero to a level equivalent to at least two times the allowable emission limit. If the owner or operator's PM CPMS is an auto ranging instrument capable of multiple scales, the primary range of the instrument shall be capable of reading PM concentrations from zero to a level equivalent to two times the allowable emission limit.**

**(C) During the initial performance test or any such subsequent performance test that demonstrates compliance with the PM limit, record and average all milliamp output values or their digital equivalent, from the PM CPMS for the periods corresponding to the compliance test runs (e.g., average all the PM CPMS output values for three corresponding 2-hour Method 51 test runs).**

**(ii) If the average of the three PM performance test runs are below 75% of the PM emission limit, the owner or operator shall calculate an operating limit by establishing a relationship of PM CPMS signal to PM concentration using the PM CPMS instrument zero, the average PM CPMS output values corresponding to the three compliance test runs, and the average PM concentration from the Method 5 or performance test with the procedures in subdivisions (b)(9)(i) through (v) of this subparagraph.**

**(A) Determine the instrument zero output with one of the following procedures:**

**I. Zero point data for *in-situ* instruments shall be obtained by removing the instrument from the stack and monitoring ambient air on a test bench.**

**II. Zero point data for extractive instruments shall be obtained by removing the extractive probe from the stack and drawing in clean ambient air.**

**III. The zero point can also be obtained by performing manual reference method measurements when the flue gas is free of PM emissions or contains very low PM concentrations (e.g., when the process is not operating, but the fans are**

**operating or the source is combusting only natural gas) and plotting these with the compliance data to find the zero intercept.**

**IV. If none of the steps in subdivisions (b)(9)(ii)(A)(I) through (~~D~~ III) of this subparagraph are possible, the owner or operator shall use a zero output value provided by the manufacturer.**

**(B) Determine the PM CPMS instrument average in milliamps, or the digital equivalent and the average of the corresponding three PM compliance test runs, using Equation 1 below:**

$$\text{(Eq. 1)} \qquad \bar{x} = \frac{1}{n}\sum_{i=1}^{n} X_1 \,, \quad \bar{y} = \frac{1}{n}\sum_{i=1}^{n} Y_1$$

**Where:**

**$X_1$ = the PM CPMS data points for the three runs constituting the performance test;**

**$Y_1$ = the PM concentration value for the three runs constituting the performance test; and**

**n = the number of data points.**

**(C) With the instrument zero expressed in milliamps, or the digital equivalent the three run average PM CPMS milliamp value, or its digital equivalent, and the three run average PM concentration from the three compliance tests, determine a relationship of ~~lb/Mmbtu~~ mg/dscm per milliamp, or its digital equivalent, with Equation 2 below:**

**(Eq. 2)** $R = Y_1/(X_1 - z)$

**Where:**

**R = the relative mg/dscm per milliamp, or the digital equivalent, for the PM CPMS;**

**$Y_1$= the three run average mg/dscm PM concentration;**

**$X_1$ = the three run average milliamp output, or the digital equivalent, from the PM CPMS; and**

**z = the milliamp or digital signal equivalent of the instrument zero determined from subdivision (b)(9)(ii)(A) of this subparagraph.**

**(D) Determine the source specific 30-day rolling average operating limit using the mg/dscm per milliamp value, or per digital signal equivalent, from Equation 2 in Equation 3, below. This sets the operating limit at the PM CPMS output value corresponding to 75% of the emission limit.**

**(Eq. 3)** $O_1 = z + 0.75(L)/R$

**Where:**

**$O_1$ = the operating limit for the PM CPMS on a 30-day rolling average, in milliamps;**

**L = the source emission limit expressed in ~~lb/Mmbtu~~ mg/dscm;**

**z = the instrument zero in milliamps or digital equivalent, determined from subdivision(b)(9)(ii)(A) of this subparagraph; and**

**R = the relative mg/dscm per milliamp, or per digital signal output equivalent, for the PM CPMS, from Equation 2 of this Part.**

**(iii) If the average of the three PM compliance test runs is at or above 75% of the PM emission limit the owner or operator shall determine the operating limit by averaging the PM CPMS milliamp or digital signal equivalent output corresponding to the three PM performance test runs that demonstrate compliance with the emission limit using Equation 4 and shall submit all compliance test and PM CPMS data according to the reporting requirements in subdivision (b)(9)(v) of this paragraph.**

$$\text{(Eq. 4)} \qquad O_h = 1/n \sum_{i=1}^{n} X_1$$

**Where:**

**$X_1$ = the PM CPMS data points for all runs i;**

**n = the number of data points; and**

**$O_h$ = the site specific operating limit, in milliamps or digital signal equivalent.**

**(iv) To determine continuous compliance, the owner or operator shall record the PM CPMS output data for all periods when the process is operating and the PM CPMS is not out-of-control. The owner or operator shall demonstrate continuous compliance by using all quality-assured hourly average data collected by the PM CPMS for all operating hours to calculate the**

**arithmetic average operating parameter in units of the operating limit (e.g., milliamps or digital signal bits, PM concentration, raw data signal) on a 30-day rolling average basis.**

**(v) For PM performance test reports used to set a PM CPMS operating limit, the electronic submission of the test report shall also include the make and model of the PM CPMS instrument, serial number of the instrument, analytical principle of the instrument (e.g., beta attenuation), span of the instruments primary analytical range, milliamp or digital signal value equivalent to the instrument zero output, technique by which this zero value was determined, and the average milliamp or digital signals corresponding to each PM compliance test run.**

**(c) If the owner or operator uses an air pollution control device other than a wet scrubber, activated carbon injection, selective non-catalytic reduction, fabric filter, an electrostatic precipitator, or a dry scrubber or limits emissions in some other manner, including mass balances, to comply with the emission limitations under paragraph (a) of this section, the owner or operator shall petition the Administrator for specific operating limits to be established during the initial performance test and continuously monitored thereafter. The owner or operator shall submit the petition at least sixty days before the performance test is scheduled to begin. The petition shall include the five items listed in subparagraphs (c)(1) through (5) of this paragraph below.**

**(1) Identification of the specific parameters the owner or operator proposes to use as additional operating limits.**

**(2) A discussion of the relationship between these parameters and emissions of regulated pollutants, identifying how emissions of regulated pollutants change with changes in these parameters, and how limits on these parameters will serve to limit emissions of regulated pollutants.**

**(3) A discussion of how the owner or operator will establish the upper and/or lower values for these parameters which will establish the operating limits on these parameters.**

**(4) A discussion identifying the methods the owner or operator will use to measure and the instruments that will be used to monitor these parameters, as well as the relative accuracy and precision of these methods and instruments.**

**(5) A discussion identifying the frequency and methods for recalibrating the instruments that will be used for monitoring these parameters.**

**5.5.7 Performance Testing.**

**(a) All performance tests shall consist of a minimum of three test runs conducted under conditions representative of normal operations.**

**(b) The owner or operator shall document that the waste burned during the performance test is representative of the waste burned under normal operating conditions by maintaining a log of the quantity of waste burned (as required in section 5.5.11 of this Part) and the types of waste burned during the performance test.**

**(c) All performance tests shall be conducted using the minimum run duration specified in Table 1 and Tables 5 through 8 of this Part.**

**(d) Method 1 of Appendix A, 40 CFR 60 shall be used to select the sampling location and number of traverse points.**

**(e) Method 3A or 3B of Appendix A, 40 CFR 60 shall be used for gas composition analysis, including measurement of oxygen concentration. Method 3A or 3B of Appendix A, 40 CFR 60 shall be used simultaneously with each method (except when using Method 9 and Method 22).**

**(f) All pollutant concentrations, except for opacity, shall be adjusted to 7 percent oxygen using Equation 1 of this Part:**

**(Eq. 5)** $$C_{adj} = C_{meas}(20.9 - 7)/(20.9 - \%O_2)$$

**Where:**

**$C_{adj}$ = pollutant concentration adjusted to 7 percent oxygen;**

**$C_{meas}$ = pollutant concentration measured on a dry basis (20.9 - 7) = 20.9 percent oxygen - 7 percent oxygen (defined oxygen correction basis);**

**20.9 = oxygen concentration in air, percent; and**

**$\%O_2$ = oxygen concentration measured on a dry basis, percent.**

**(g) The owner or operator shall determine dioxins/furans toxic equivalency by following the procedures in subparagraphs (g)(1) through (3) of this paragraph below.**

**(1) Measure the concentration of each dioxin/furan tetra- through octa-isomer emitted using EPA Method 23.**

**(2) Quantify isomers meeting identification criteria 2, 3, 4, and 5 in Section 5.3.2.5 of Method 23, regardless of whether the isomers meet identification criteria 1 and 7. The owner or operator shall quantify the isomers per Section 9.0 of Method 23. (Note: the owner or operator may reanalyze the sample aliquot or split to reduce the number of isomers not meeting identification criteria 1 or 7 of Section 5.3.2.5).**

**(3) For each dioxin/furan (tetra- through octa-chlorinated) isomer measured in accordance with subparagraphs (g)(1) and (g)(2) of this paragraph above, multiply the isomer concentration by its corresponding toxic equivalency factor specified in Table 3 of this Part.**

**(4) Sum the products calculated in accordance with subparagraph (g)(3) of this paragraph above to obtain the total concentration of dioxins/furans emitted in terms of toxic equivalency.**

**(h) Method 22 at 40 CFR part 60, appendix A-7 shall be used to determine compliance with the fugitive ash emission limit in Table 1 of this Part or Tables 5 through 8 of this Part.**

**(i) If the owner or operator has an applicable opacity operating limit, the owner or operator shall determine compliance with the opacity limit using Method 9 at 40 CFR part 60, appendix A-4, based on three 1-hour blocks consisting of ten 6-minute average opacity values, unless the owner or operator is required to install a continuous opacity monitoring system, consistent with Sections 5.5.9 and 5.5.10.**

**(j) The owner or operator shall determine dioxins/furans total mass basis by following the procedures in subparagraphs (j)(1) through (3) of this paragraph below.**

**(1) Measure the concentration of each dioxin/furan tetra- through octa-chlorinated isomer emitted using EPA Method 23 at 40 CFR part 60, appendix A-7.**

**(2) Quantify isomers meeting identification criteria 2, 3, 4, and 5 in Section 5.3.2.5 of Method 23, regardless of whether the isomers meet identification criteria 1 and 7. The owner or operator shall quantify the isomers per Section 9.0 of Method 23. (Note: The owner or operator may reanalyze the sample aliquot or split to reduce the number of isomers not meeting identification criteria 1 or 7 of Section 5.3.2.5).**

**(3) Sum the quantities measured in accordance with subparagraphs (j)(1) and (2) of this paragraph to obtain the total concentration of dioxins/furans emitted in terms of total mass basis.**

**(k) The results of performance tests are used to demonstrate compliance with the emission limitations in Table 1 or Tables 5 through 8 of this Part.**

**5.5.8 Initial Compliance Requirements.**

**(a) The owner or operator shall conduct an initial performance test, as required under Sections 5.5.6 and 5.5.7 of this Part, to determine compliance with the emission limitations in Table 1 and Tables 5 through 8 of this Part, to establish compliance with any opacity operating limits in paragraph 5.5.6(b) of this Part, to establish the kiln-specific emission limit in paragraph 5.5.9(y) of this Part, as applicable, and to establish operating limits using the procedures in paragraphs 5.5.6(b) or 5.5.6(c) of this Part. The performance test shall be conducted using the test methods listed in Table 1 and Tables 5 through 8 of this Part and the procedures in 5.5.7 of this Part. The use of the bypass stack during a performance test shall invalidate the performance test.**

**As an alternative to conducting a performance test, as required under Sections 5.5.6 and 5.5.7, the owner or operator shall use a 30-day rolling average of the one-hour arithmetic average CEMS data, including CEMS data during start-up and shut-down, as defined in this Part, to determine compliance with the emission limitations in Table 1 or Tables 5 through 8 of this Part.** The owner or operator shall conduct a performance evaluation of each continuous monitoring system within ~~60~~ 180 days of installation of the monitoring system. **The initial performance evaluation shall be conducted prior to collecting CEMS data that will be used for the initial compliance determination.**

**(b) The initial performance test shall be conducted no later than 180 days after the final compliance date. The final compliance date is specified in subparagraph 5.5.3(a)(2) of this Part.**

**(c) If the owner or operator commences or recommences combusting a solid waste at an existing combustion unit at any commercial or industrial facility and conducted a test consistent with the provisions of this Part while combusting the given solid waste within the 6 months preceding the reintroduction of that solid waste in the combustion chamber, retesting is not needed until 6 months from the date the solid waste is reintroduced.**

**(d) If the owner or operator commences combusting or recommences combusting a solid waste at an existing combustion unit at any commercial or industrial facility and has not conducted a performance test consistent with the provisions of this Part while combusting the given solid waste within the 6 months preceding the reintroduction of that solid waste in the combustion chamber, the owner or operator shall conduct a performance test within 60 days commencing or recommencing solid waste combustion.**

**(e) The initial air pollution control device inspection shall be conducted within 60 days after installation of the control device and the associated CISWI ~~unit~~ reaches the charge rate at which it will operate, but no later than 180 days after the final compliance date for meeting the amended emission limitations.**

**(f) Within 10 operating days following an air pollution control device inspection, all necessary repairs shall be**

**completed unless the owner or operator obtains written approval from the Director establishing a date whereby all necessary repairs of the designated facility shall be completed.**

**(g) If the owner or operator of a waste-burning kiln chooses to comply with the equivalent production-based mercury emission limit in Table 7, initial compliance shall be demonstrated pursuant to 40 CFR § 63.1348(a)(5). The initial compliance test must begin on the first operating day following completion of the field testing and data collection that demonstrates that the continuous emissions monitoring system has satisfied the relevant performance acceptance criteria of Performance Specifications 12A or 12B of Appendix B of 40 CFR Part 60. The notification required by Paragraph 5.5.11(aa) of this Part shall also include the owner or operator's intention to comply with the equivalent production-based mercury emission limit in Table 7. For waste-burning kilns choosing to comply with the equivalent production-based mercury emission limit in Table 7, the term operating day in 40 CFR § 63.1348(a)(5), 40 CFR § 63.1348(b)(7), and 40 CFR § 63.1349(b)(5) means any 24-hour period beginning at 12:00 midnight during which the kiln produces any amount of clinker.**

**5.5.9 Continuous Compliance Requirements.**

**(a) Compliance with standards.**

**(1) The emission standards and operating requirements set forth in this Part apply at all times.**

**(2) If the combusting of solid waste is ceased the owner or operator may opt to remain subject to the provisions of this Part. Consistent with the definition of CISWI ~~unit~~, the owner or operator is subject to the requirements of this Part at least 6 months following the last date of solid waste combustion. Solid waste combustion is ceased when sold waste is not in the combustion chamber (i.e., the solid waste feed to the combustor has been cut off for a period of time not less than the solid waste residence time).**

**(3) If the combusting of solid waste is ceased the owner or operator shall be in compliance with any newly applicable standards on the effective date of the waste-to-fuel switch. The**

**effective date of the waste-to-fuel switch is a date selected by the owner or operator, that shall be at least 6 months from the date that combusting solid waste is ceased, consistent with subparagraph (a)(2) of this paragraph above. The source shall remain in compliance with this Part until the effective date of the waste-to-fuel switch.**

**(4) Any owner or operator of an existing commercial or industrial combustion unit that combusted a fuel or no-waste material, and commences or recommences combustion of solid waste, the owner or operator is subject to the provisions of this Part as of the first day solid waste is introduced or reintroduced to the combustion chamber, and this date constitutes the effective date of the fuel-to-waste switch. The owner or operator shall complete all initial compliance demonstrations for any Section 112 standards that are applicable to the facility before commencing or recommencing combustion of solid waste. The owner or operator shall provide 30 days prior notice of the effective date of the waste-to-fuel switch. The notification shall identify:**

**(i) The name of the owner or operator of the CISWI ~~unit~~, the location of the source, the emissions unit(s) that will cease burning solid waste, and the date of the notice;**

**(ii) The currently applicable subcategory under this Part, and any 40 CFR part 63 subpart and subcategory that will be applicable after the combusting of solid waste is ceased;**

**(iii) The fuel(s), non-waste material(s) and solid waste(s) the CISWI ~~unit~~ is currently combusting and has combusted over the past 6 months, and the fuel(s) or non-waste materials the unit will commence combusting;**

**(iv) The date on which the unit became subject to the currently applicable emission limits;**

**(v) The date upon which combusting solid waste is ceased, and the date (if different) that any new requirements to become applicable (i.e., the effective date of the waste-to-fuel switch), consistent with subparagraphs 5.5.9(a)(2) and (3) of this paragraph.**

**(5) All air pollution control equipment necessary for compliance with any newly applicable emissions limits which apply as a result of the cessation or commencement or recommencement of combusting solid waste shall be installed and operational as of the effective date of the waste-to-fuel, or fuel-to- waste switch.**

**(6) All monitoring systems necessary for compliance with any newly applicable monitoring requirements which apply as a result of the cessation or commencement or recommencement of combusting solid waste shall be installed and operational as of the effective date of the waste-to-fuel, or fuel-to- waste switch. All calibration and drift checks shall be performed as of the effective date of the waste-to-fuel, or fuel-to waste switch. Relative accuracy tests shall be performed as of the performance test deadline for PM CEMS (if PM CEMS are elected to demonstrate continuous compliance with the particulate matter emission limits). Relative accuracy testing for other CEMS need not be repeated if that testing was previously performed consistent with section 112 monitoring requirements or monitoring requirements under this Part.**

**(b) The owner or operator shall conduct an annual performance test for the pollutants listed in Table 1 or Tables 5 through 8 of this Part and opacity for each CISWI ~~unit~~ as required under Section 5.5.7 of this Part. The annual performance test shall be conducted using the test methods listed in Table 1 or Tables 5 through 8 of this Part and the procedures in Section 5.5.7 of this Part. Opacity shall be measured using EPA Reference Method 9 at 40 CFR part 60. Annual performance tests are not required if the owner or operator uses CEMS or continuous opacity monitoring systems to determine compliance.**

**(c) The owner or operator shall continuously monitor the operating parameters specified in paragraph 5.5.6(b) or established under paragraph 5.5.6(c) of this Part, and as specified in paragraph 5.5.10(d) of this Part. Operation above the established maximum or below the established minimum operating limits constitutes a deviation from the established operating limits. Three-hour block average values are used to determine compliance (except for baghouse leak detection system alarms) unless a different averaging period is established under paragraph 5.5.6(c) of this Part or, for energy recovery units, where the averaging time for each**

operating parameter is a 30-day rolling, calculated each hour as the average of the previous 720 operating hours. Operation above the established maximum, below the established minimum, or outside the allowable range of the operating limits specified in paragraph 5.5.9(a) of this Section constitutes a deviation from the operating limits established under this Part, except during performance tests conducted to determine compliance with the emission and operating limits or to establish new operating limits. Operating limits are confirmed or re-established during performance tests.

(d) The owner or operator shall burn only the same types of waste and fuels used to establish subcategory applicability (for ERUs) and operating limits during the performance test.

(e) For energy recovery units, incinerators, and small remote units, the owner or operator shall perform annual visual emissions test for ash handling.

(f) For energy recovery units, the owner or operator shall conduct an annual performance test for opacity using EPA Reference Method 9 at 40 CFR part 60 (except where particulate matter continuous monitoring system or continuous parameter monitoring systems are used) and the pollutants listed in Table 6 of this Part.

(g) For facilities using a CEMS to demonstrate compliance with the carbon monoxide emission limit, compliance with the carbon monoxide emission limit may be demonstrated by using the CEMS, as described in Paragraph 5.5.10(o) of this Part. ~~according to the following requirements:~~

~~(1) The owner or operator shall measure emissions according to §60.13 to calculate 1-hour arithmetic averages corrected to 7 percent oxygen. CEMS data during startup and shutdown, as defined in this Part, are not corrected to 7 percent oxygen, and are measured at stack oxygen content. The owner or operator shall demonstrate initial compliance with the carbon monoxide emissions limit using a 30-day rolling average of the 1-hour arithmetic average emission concentrations, including CEMS data during startup and shutdown as defined in this Part, calculated using equation 19-19 in section 12.4.1 of EPA Reference Method 19 at 40 CFR part 60, appendix A-7.~~

~~(2) Operate the carbon monoxide continuous emissions monitoring system in accordance with the applicable requirements of performance specification 4A of appendix B and the quality assurance procedures of appendix F of 40 CFR part 60.~~

(h) Coal and liquid/gas energy recovery units with annual average heat input rates greater than 250 MMBtu/hr may elect to demonstrate continuous compliance with the particulate matter emissions limit using a particulate matter CEMS according to the procedures in ~~sub~~paragraph 5.5.10(n) of this Part, instead of the ~~continuous parameter monitoring system~~ CPMS specified in ~~sub~~paragraph 5.5.9(i) of this ~~paragraph~~ Section. Coal and liquid/gas energy recovery units with annual average heat input rates less than 250 MMBtu/hr, incinerators, and small remote incinerators may also elect to demonstrate compliance using a particulate matter CEMS according to the procedures in paragraph 5.5.10(n) of this Part, instead of particulate matter testing with EPA Method 5 at 40 CFR part 60, appendix A-3 and, if applicable, the continuous opacity monitoring requirements in paragraph 5.5.9(i) of this Section.

(i) For energy recovery units with annual average heat input rates greater than or equal to 10 MMB~~TU~~tu/hour but less than 250 MMBtu/hr that do not use a wet scrubber, fabric filter with bag leak detection system, an electronic precipitator, particulate matter CEMS or particulate matter CPMS, the owner or operator shall install, operate, certify and maintain a continuous opacity monitoring system (COMS) according to the procedures in ~~Section~~ Paragraph 5.5.10(m) of this Part.

(j) For waste-burning kilns, the owner or operator shall conduct an annual performance test for the pollutants (except mercury and particulate matter, and hydrogen chloride if no acid gas wet scrubber or dry scrubber is used) listed in Table 7 of this Part, unless the owner or operator demonstrate initial and continuous compliance using CEMS as allowed in 5.5.9(u) of this Section. If the waste-burning kiln is not equipped with an acid gas wet scrubber or dry scrubber, the owner or operator shall determine compliance with the hydrogen chloride emission limit using a HCl CEMS according to the requirements of subparagraph 5.5.9(j)(1) of this paragraph. The owner or operator shall determine compliance with the mercury emissions limit using a mercury CEMS or an integrated sorbent trap monitoring system

**according to subparagraph 5.5.9 (j)(2) of this paragraph. The owner or operator shall determine compliance with particulate matter using CPMS:**

**(1) If compliance is monitored with the HCl emissions limit by operating an HCl CEMS, the owner or operator shall do so in accordance with Performance Specification 15 (PS 15) of appendix B to 40 CFR part 60, or, PS 18 of appendix B to 40 CFR part 60. The owner or operator shall operate, maintain, and quality assure a HCl CEMS installed and certified under PS 15 according to the quality assurance requirements in Procedure 1 of appendix F to 40 CFR part 60 except that the Relative Accuracy Test Audit requirements of Procedure 1 must be replaced with the validation requirements and criteria of sections 11.1.1 and 12.0 of PS 15. The owner or operator shall operate, maintain and quality assure a HCl CEMS installed and certified under PS 18 according to the quality assurance requirements in Procedure 6 of appendix F to 40 CFR part 60. For any performance specification used, the owner or operator shall use Method 321 of appendix A_to 40 CFR part 63 as the reference test method for conducting relative accuracy testing. The span value and calibration requirements in subdivisions (j)(1)(i) and (ii) of this paragraph apply to all HCl CEMS used under this paragraph:**

**(i) The owner or operator shall use a measurement span value for any HCl CEMS of 0-10 ppmvw unless the monitor is installed on a kiln without an inline raw mill. Kilns without an inline raw mill may use a higher span value sufficient to quantify all expected emissions concentrations. The HCl CEMS data recorder output range must include the full range of expected HCl concentration values which would include those expected during "mill off" conditions. The corresponding data recorder range shall be documented in the site-specific monitoring plan and associated records; and**

**(ii) In order to quality assure data measured above the span value, the owner or operator shall use one of the three options in subdivisions (j)(1)(ii)(I) through (III) of this paragraph:**

**(I) Include a second span that encompasses the HCl emission concentrations expected to be encountered during "mill off" conditions. This second**

**span may be rounded to a multiple of 5 ppm of total HCl. The requirements of the appropriate HCl monitor performance specification shall be followed for this second span with the exception that a RATA with the mill off is not required;**

**(II) Quality assure any data above the span value by proving instrument linearity beyond the span value established in subparagraph (j)1.(i) of this paragraph using the following procedure. Conduct a weekly "above span linearity" calibration challenge of the monitoring system using a reference gas with a certified value greater than the highest expected hourly concentration or greater than 75% of the highest measured hourly concentration. The "above span" reference gas must meet the requirements of the applicable performance specification and must be introduced to the measurement system at the probe. Record and report the results of this procedure as would be done for a daily calibration. The "above span linearity" challenge is successful if the value measured by the HCl CEMS falls within 10 percent of the certified value of the reference gas. If the value measured by the HCl CEMS during the above span linearity challenge exceeds 10 percent of the certified value of the reference gas, the monitoring system must be evaluated and repaired and a new "above span linearity" challenge met before returning the HCl CEMS to service, or data above span from the HCl CEMS must be subject to the quality assurance procedures established in (j)(1)(ii)(IV) of this subdivision. In this manner values measured by the HCl CEMS during the above span linearity challenge exceeding ±20 percent of the certified value of the reference gas must be normalized using equation 6;**

**(III) Quality assure any data above the span value established in subdivision (j)(1)(i) of this subparagraph using the following procedure. Any time two consecutive one-hour average measured concentration of HCl exceeds the span value the owner or operator shall, within 24 hours before or after, introduce a higher, "above span" HCl reference gas standard to the HCl CEMS. The "above span" reference gas shall meet the requirements of the applicable performance specification and target a concentration level between 50 and 150 percent of the highest expected hourly concentration**

**measured during the period of measurements above span, and shall be introduced at the probe. While this target represents a desired concentration range that is not always achievable in practice, it is expected that the intent to meet this range is demonstrated by the value of the reference gas. Expected values may include above span calibrations done before or after the above-span measurement period. Record and report the results of this procedure as would be done for a daily calibration. The "above span" calibration is successful if the value measured by the HCl CEMS is within 20 percent of the certified value of the reference gas. If the value measured by the HCl CEMS is not within 20 percent of the certified value of the reference gas, then the owner or operator shall normalize the stack gas values measured above span as described in paragraph (j)(1)(ii)(IV) of this subdivision. If the "above span" calibration is conducted during the period when measured emissions are above span and there is a failure to collect the one data point in an hour due to the calibration duration, then the owner or operator shall determine the emissions average for that missed hour as the average of hourly averages for the hour preceding the missed hour and the hour following the missed hour. In an hour where an "above span" calibration is being conducted and one or more data points are collected, the emissions average is represented by the average of all valid data points collected in that hour; and**

**(IV) In the event that the "above span" calibration is not successful (*i.e.,* the HCl CEMS measured value is not within 20 percent of the certified value of the reference gas), then the owner or operator shall normalize the one-hour average stack gas values measured above the span during the 24-hour period preceding or following the "above span" calibration for reporting based on the HCl CEMS response to the reference gas as shown in equation 6:**

**(Eq. 6)**

$$\frac{Certified\ reference\ gas\ value}{Measured\ value\ of\ reference\ gas} * Measured\ stack\ gas = Normalized\ stack\ gas\ result$$

(2) Compliance with the mercury emissions limit must be determined using a mercury CEMS or integrated sorbent trap monitoring system according to the following requirements:

(i) The owner or operator shall operate a mercury CEMS in accordance with performance specification 12A at 40 CFR part 60, appendix B or ~~a~~ an integrated sorbent trap ~~based integrated~~ monitoring system in accordance with performance specification 12B at 40 CFR part 60, appendix B~~.~~ : these monitoring systems shall be quality assured according to procedure 5 of 40 CFR 60, appendix F. ~~The duration of the performance test shall be a calendar month. For each calendar month in which the waste-burning kiln operates, hourly mercury concentration data and stack gas volumetric flow rate data must be obtained.~~ For the purposes of emissions calculations when using an integrated sorbent trap monitoring system, the mercury concentration determined for each sampling period shall be assigned to each hour during the sampling period. If the owner or operator choose to comply with the production-rate based mercury limit for the waste-burning kiln, the owner or operator shall monitor hourly clinker production and determine the hourly mercury emissions rate in pounds per million tons of clinker produced. The owner or operator shall demonstrate compliance with the mercury emissions limit using a 30-day rolling average of these 1-hour mercury concentrations, or mass emission rates, including CEMS data during startup and shutdown as defined in this subpart, calculated using equation 19-19 in section 12.4.1 of EPA Reference Method 19 at 40 CFR part 60, appendix A-7. CEMS data during startup and shutdown, as defined in this rule, are not corrected to 7 percent oxygen, and are measured at stack oxygen content;

(ii) Owners or operators using a mercury ~~continuous emissions monitoring systems~~ CEMS or integrated sorbent trap monitoring system to determine mass emission rate shall install, operate, calibrate and maintain an instrument for continuously measuring and recording the mercury mass emissions rate to the atmosphere according to the requirements of performance specifications 6 and 12A at 40 CFR part 60, appendix B and conducting an annual relative accuracy test of the continuous emission rate monitoring system according to

**section 8.2 of performance specification 6 ~~quality assurance procedure 5 at 40 CFR part 60, appendix F~~; and**

**(iii) The owner or operator of a waste-burning kiln shall demonstrate initial compliance by operating a mercury CEMS or integrated sorbent trap monitoring system while the raw mill of the in-line kiln/raw mill is operating under normal conditions and including at least one period when the raw mill is off.**

**(k) If the owner or operators uses an air pollution control device to meet the emission limitations in this Part, an initial and annual inspection of the air pollution control device shall be conducted. The inspection shall include, at a minimum, the following:**

**(1) Inspect air pollution control device(s) for proper operation.**

**(2) Develop a site-specific monitoring plan according to the requirements in paragraph 5.5.9(l) of this Section. This requirement also applies if the owner or operator petition the Administrator for alternative monitoring parameters under §60.13(i) of 40 CFR part 60.**

**(l) For each CMS required in this paragraph, the owner or operator shall develop and submit to the Administrator for approval a site-specific monitoring plan according to the requirements of this paragraph (l) that addresses subdivisions 5.5.9(l)(1)(i) through (vi) of this paragraph.**

**(1) The owner or operator shall submit this site-specific monitoring plan at least 60 days before the initial performance evaluation of the continuous monitoring system.**

**(i) Installation of the continuous monitoring system sampling probe or other interface at a measurement location relative to each affected process unit such that the measurement is representative of control of the exhaust emissions (e.g., on or downstream of the last control device).**

**(ii) Performance and equipment specifications for the sample interface, the pollutant concentration or parametric signal analyzer and the data collection and reduction systems.**

**(iii) Performance evaluation procedures and acceptance criteria (e.g., calibrations).**

**(iv) Ongoing operation and maintenance procedures in accordance with the general requirements of §60.11(d).**

**(v) Ongoing data quality assurance procedures in accordance with the general requirements of §60.13.**

**(vi) Ongoing recordkeeping and reporting procedures in accordance with the general requirements of §60.7(b), (c), (c)(1), (c)(4), (d), (e), (f) and (g).**

**(2) The owner or operator shall conduct a performance evaluation of each continuous monitoring system in accordance with the site-specific monitoring plan.**

**(3) The owner or operator shall operate and maintain the continuous monitoring system in continuous operation according to the site-specific monitoring plan.**

**(m) If the owner or operator has an operating limit that requires the use of a flow monitoring system, the owner or operator shall meet the requirements in paragraph 5.5.9(l) and subparagraphs 5.5.9(m)(1) through (4) of this paragraph.**

**(1) Install the flow sensor and other necessary equipment in a position that provides a representative flow.**

**(2) Use a flow sensor with a measurement sensitivity at full scale of no greater than 2 percent.**

**(3) Minimize the effects of swirling flow or abnormal velocity distributions due to upstream and downstream disturbances.**

**(4) Conduct a flow monitoring system performance evaluation in accordance with the monitoring plan at the time of each performance test but no less frequently than annually.**

**(n) If the owner or operator has an operating limit that requires the use of a pressure monitoring system, the owner or operator shall meet the requirements in paragraph 5.5.9(l) and subparagraphs 5.5.9(n)(1) through (6) of this paragraph.**

**(1) Install the pressure sensor(s) in a position that provides a representative measurement of the pressure (e.g., PM scrubber pressure drop).**

**(2) Minimize or eliminate pulsating pressure, vibration, and internal and external corrosion.**

**(3) Use a pressure sensor with a minimum tolerance of 1.27 centimeters of water or a minimum tolerance of 1 percent of the pressure monitoring system operating range, whichever is less.**

**(4) Perform checks at the frequency outlined in the site-specific monitoring plan to ensure pressure measurements are not obstructed (e.g., check for pressure tap pluggage daily).**

**(5) Conduct a performance evaluation of the pressure monitoring system in accordance with the monitoring plan at the time of each performance test but no less frequently than annually.**

**(6) If at any time the measured pressure exceeds the manufacturer's specified maximum operating pressure range, conduct a performance evaluation of the pressure monitoring system in accordance with the monitoring plan and confirm that the pressure monitoring system continues to meet**

**the performance requirements in the monitoring plan. Alternatively, install and verify the operation of a new pressure sensor.**

**(o) If the owner or operator has an operating limit that requires a pH monitoring system, the owner or operator shall meet the requirements in paragraph 5.5.9(l) and subparagraphs 5.5.9(o)(1) through (4) of this paragraph.**

**(1) Install the pH sensor in a position that provides a representative measurement of scrubber effluent pH.**

**(2) Ensure the sample is properly mixed and representative of the fluid to be measured.**

**(3) Conduct a performance evaluation of the pH monitoring system in accordance with the monitoring plan at least once each process operating day.**

**(4) Conduct a performance evaluation (including a two-point calibration with one of the two buffer solutions having a pH within 1 of the pH of the operating limit) of the pH monitoring system in accordance with the monitoring plan at the time of each performance test but no less frequently than quarterly.**

**(p) If the owner or operator has an operating limit that requires a secondary electric power monitoring system for an electrostatic precipitator, the owner or operator shall meet the requirements in paragraph 5.5.9(l) and subparagraphs 5.5.9(p)(1) through (2) of this paragraph.**

**(1) Install sensors to measure (secondary) voltage and current to the precipitator collection plates.**

**(2) Conduct a performance evaluation of the electric power monitoring system in accordance with the monitoring plan at the time of each performance test but no less frequently than annually.**

**(q) If the owner or operator has an operating limit that requires the use of a monitoring system to measure sorbent injection rate (e.g., weigh belt, weigh hopper, or hopper flow measurement device), the owner or operator shall meet the requirements in paragraph 5.5.9(l) and subparagraphs 5.5.9(q)(1) though (2) of this paragraph.**

**(1) Install the system in a position(s) that provides a representative measurement of the total sorbent injection rate.**

**(2) Conduct a performance evaluation of the sorbent injection rate monitoring system in accordance with the monitoring plan at the time of each performance test but no less frequent than annually.**

**(r) If the owner or operator elect to use a fabric filter bag leak detection system to comply with the requirements of this Part, the owner or operator shall install, calibrate, maintain, and continuously operate a bag leak detection system as specified in paragraph 5.5.9(l) and subparagraphs 5.5.9(r)(1) though (5) of this paragraph.**

**(1) Install a bag leak detection sensor(s) in a position(s) that will be representative of the relative or absolute particulate matter loadings for each exhaust stack, roof vent, or compartment (e.g., for a positive pressure fabric filter) of the fabric filter.**

**(2) Use a bag leak detection system certified by the manufacturer to be capable of detecting particulate matter emissions at concentrations of 10 milligrams per actual cubic meter or less.**

**(3) Conduct a performance evaluation of the bag leak detection system in accordance with the monitoring plan and consistent with the guidance provided in EPA-454/R-98-015 (incorporated by reference, see §60.17).**

**(4) Use a bag leak detection system equipped with a device to continuously record the output signal from the sensor.**

**(5) Use a bag leak detection system equipped with a system that will sound an alarm when an increase in relative particulate matter emissions over a preset level is detected. The alarm shall be located where it is observed readily by plant operating personnel.**

**(s) For facilities using a CEMS to demonstrate initial and continuous compliance with the sulfur dioxide emission limit, compliance with the sulfur dioxide emission limit may be demonstrated by using the CEMS specified in ~~Section~~ Paragraph 5.5.10(1) of this Part to measure sulfur dioxide. ~~CEMS data during startup and shutdown, as defined in this Part, are not corrected to 7 percent oxygen, and are measured at stack oxygen content. The owner or operator shall calculate a 30-day rolling average of the 1-hour arithmetic average emission concentrations, including CEMS data during startup and shutdown as defined in this Part, using Equation 19-19 in section 12.4.1 of EPA Reference Method 19 at 40 CFR part 60, appendix A-7.~~ The sulfur dioxide CEMS shall ~~be operated according to performance specification 2 in appendix B of 40 CFR part 60 and shall~~ follow the procedures and methods specified in this ~~sub~~paragraph. For sources that have actual inlet emissions less than 100 parts per million dry volume, the relative accuracy criterion for inlet sulfur dioxide CEMS should be no greater than 20 percent of the mean value of the reference method test data in terms of the units of the emission standard, or 5 parts per million dry volume absolute value of the mean difference between the reference method and the CEMS, whichever is greater.**

**(1) During each relative accuracy test run of the CEMS required by performance specification 2 in appendix B of 40 CFR part 60, collect sulfur dioxide and oxygen (or carbon dioxide) data concurrently (or within a 30- to 60- minute period) with both the CEMS and the test methods specified in subdivisions 5.5.9(s)(1)(i) and (ii) of this subparagraph.**

**(i) For sulfur dioxide, EPA Reference Method 6 or 6C, or as an alternative ANSI/ASME PTC 19.10-1981 (incorporated by reference, see §60.17) shall be used.**

**(ii) For oxygen (or carbon dioxide), EPA Reference Method 3A or 3B, or as an alternative ANSI/ASME PTC 19.10-1981 (incorporated by reference, see §60.17), as applicable, shall be used.**

**(2) The span value of the CEMS at the inlet to the sulfur dioxide control device shall be 125 percent of the maximum estimated hourly potential sulfur dioxide emissions of the unit subject to this Part. The span value of the CEMS at the outlet of the sulfur dioxide control device shall be 50 percent of the maximum estimated hourly potential sulfur dioxide emissions of the unit subject to this Part.**

**(3) Conduct accuracy determinations quarterly and calibration drift tests daily in accordance with procedure 1 in appendix F of 40 CFR part 60.**

**(t) For facilities using a CEMS to demonstrate initial and continuous compliance with the nitrogen oxides emission limit, compliance with the nitrogen oxides emission limit may be demonstrated by using the CEMS specified in ~~Section~~ Paragraph 5.5.10(k) to measure nitrogen oxides. ~~CEMS data during startup and shutdown as defined in this Part, are not corrected to 7 percent oxygen, and are measured at stack oxygen content. The owner or operator shall calculate a 30-day rolling average of the 1-hour arithmetic average emission concentration using Equation 19-19 in section 12.4.1 of EPA Reference Method 19 at 40 CFR part 60, appendix A-7.~~ The nitrogen oxides CEMS shall ~~be operated according to performance specification 2 in appendix B of 40 CFR part 60 and shall~~ follow the procedures and methods specified in subparagraphs 5.5.9(t)(1) through (5) of this paragraph.**

**(1) During each relative accuracy test run of the CEMS required by performance specification 2 of appendix B of 40 CFR part 60, collect nitrogen oxides and oxygen (or carbon dioxide) data concurrently (or within a 30- to 60- minute period) with both the CEMS and the test methods specified in subdivisions 5.5.9(t)(1)(i) and (ii) of this subparagraph.**

**(i) For nitrogen oxides, EPA Reference Method 7 or 7E at 40 CFR part 60, appendix A-4 shall be used.**

**(ii) For oxygen (or carbon dioxide), EPA Reference Method 3A or 3B, or as an alternative ANSI/ASME PTC 19.10-1981 (incorporated by reference, see §60.17), as applicable, shall be used.**

**(2) The span value of the CEMS shall be 125 percent of the maximum estimated hourly potential nitrogen oxide emissions of unit.**

**(3) Conduct accuracy determinations quarterly and calibration drift tests daily in accordance with procedure 1 in appendix F of 40 CFR part 60.**

**(4) The owner or operator of an affected facility may request that compliance with the nitrogen oxides emission limit be determined using carbon dioxide measurements corrected to an equivalent of 7 percent oxygen. If carbon dioxide is selected for use in diluents corrections, the relationship between oxygen and carbon dioxide levels shall be established during the initial performance test according to the procedures and methods specified in subdivisions 5.5.9(t)(4)(i) though (iv) of this subparagraph below. This relationship may be reestablished during performance compliance tests.**

**(i) The fuel factor equation in Method 3B shall be used to determine the relationship between oxygen and carbon dioxide at a sampling location. Method 3A, 3B, or as an alternative ANSI/ASME PTC 19.10-1981 (incorporated by reference, see §60.17), as applicable, shall be used to determine the oxygen concentration at the same location as the carbon dioxide monitor.**

**(ii) Samples shall be taken for at least 30 minutes in each hour.**

**(iii) Each sample shall represent a 1-hour average.**

**(iv) A minimum of 3 runs shall be performed.**

**(u) For facilities using a ~~continuous emissions monitoring system~~ CEMS or integrated sorbent trap monitoring system for mercury to demonstrate initial and continuous compliance with any of the emission limits of this Part, the owner or operator shall complete the following:**

**(1) Demonstrate compliance with the appropriate emission limit(s) using a 30-day rolling average of 1-hour arithmetic average emission concentrations, including CEMS or an integrated sorbent trap monitoring system data during startup and shutdown, as defined in this Part, calculated using Equation 19-19 in section 12.4.1 of EPA Reference Method 19 at 40 CFR part 60, appendix A-7. The 1-hour arithmetic averages for CEMS shall be calculated using the data points required under 40 CFR § 60.13(e)(2). Except for CEMS or an integrated sorbent trap monitoring system data during startup and shutdown, the 1-hour arithmetic averages used to calculate the 30-day rolling average emission concentrations shall be corrected to 7 percent oxygen (dry basis). Integrated sorbent trap monitoring system or CEMS data during startup and shutdown, as defined in this Part, are not corrected to 7 percent oxygen, and are measured at stack oxygen content.**

**(2) Operate all CEMS and integrated sorbent trap monitoring systems in accordance with the applicable procedures under appendices B and F of 40 CFR part 60.**

**(v) Use of the bypass stack at any time is an emissions standards deviation for particulate matter, HCl, Pb, Cd, Hg, NOx, $SO_2$, and dioxin/furans.**

**(w) For energy recovery units with a design heat input capacity of 100 MMBtu per hour or greater that do not use a carbon monoxide CEMS, the owner or operator shall install, operate, and maintain an oxygen analyzer system as defined in Section 5.5.1 of this Part according to the procedures in subparagraphs 5.5.9(w)(1) through (4) below.**

**(1) The oxygen analyzer system shall be installed by the initial performance test date specified in paragraph 5.5.6(b) of this Part.**

**(2) The owner or operator shall operate the oxygen trim system within compliance with subparagraph 5.5.9(w)(3) of this paragraph below at all times.**

**(3) The owner or operator shall maintain the oxygen level such that the 30-day rolling average that is established as the operating limit for oxygen is not below the lowest hourly average oxygen concentration measured during the most recent CO performance test.**

**(4) The owner or operator shall calculate and record a 30-day rolling average oxygen concentration using Equation 19-19 in section 12.4.1 of EPA Reference Method 19 of Appendix A-7 of 40 CFR part 60.**

**(x) For energy recovery units with annual average heat input rates greater than or equal to 250 MMBtu/hour and waste-burning kilns, the owner or operator shall install, calibrate, maintain, and operate a PM CPMS and record the output of the system as specified in subparagraphs 5.5.9(x)(1) through (8) of this paragraph below. For other energy recovery units, the owner or operator may elect to use PM CPMS operated in accordance with this paragraph. PM CPMS are suitable in lieu of using other CMS for monitoring PM compliance (e.g., bag leak detectors, ESP secondary power, PM scrubber pressure).**

**(1) Install, calibrate, operate, and maintain the PM CPMS according to the procedures in the approved site-specific monitoring plan developed in accordance with paragraph 5.5.9(l) and subdivisions 5.5.9(x)(1)(i) through (iii) of this paragraph.**

**(i) The operating principle of the PM CPMS shall be based on in-stack or extractive light scatter, light scintillation, beta attenuation, or mass accumulation of the exhaust gas or representative sample. The reportable measurement output from the PM CPMS shall be expressed as milliamps.**

**(ii) The PM CPMS shall have a cycle time (i.e., period required to complete sampling, measurement, and reporting for each measurement) no longer than 60 minutes.**

**(iii) The PM CPMS shall be capable of detecting and responding to particulate matter concentrations of no greater than 0.5 mg/actual cubic meter.**

**(2) During the initial performance test or any such subsequent performance test that demonstrates compliance with the PM limit, the owner or operator shall adjust the site-specific operating limit in accordance with the results of the performance test according to the procedures specified in paragraph 5.5.6(b) of this Part.**

**(3) Collect PM CPMS hourly average output data for all energy recovery unit or waste-burning kiln operating hours. Express the PM CPMS output as milliamps.**

**(4) Calculate the arithmetic 30-day rolling average of all of the hourly average PM CPMS output collected during all energy recovery unit or waste- burning kiln operating hours data (milliamps).**

**(5) The owner or operator shall collect data using the PM CPMS at all times the energy recovery unit or waste-burning kiln is operating and at the intervals specified in subdivision 5.5.9(x)(1)(ii) of this paragraph, except for periods of monitoring system malfunctions, repairs associated with monitoring system malfunctions, required monitoring system quality assurance or quality control activities (including, as applicable, calibration checks and required zero and span adjustments), and any scheduled maintenance as defined in the site- specific monitoring plan.**

**(6) The owner or operator shall use all the data collected during all energy recovery unit or waste-burning kiln operating hours in assessing the compliance with the operating limit except:**

**(i) Any data collected during monitoring system malfunctions, repairs associated with monitoring system malfunctions, or required monitoring system quality assurance or quality control activities conducted during monitoring system malfunctions are not used in calculations (report any such periods in the annual deviation report);**

**(ii) Any data collected during periods when the monitoring system is out of control as specified in your site-specific monitoring plan, repairs associated with periods when the monitoring system is out of control, or required monitoring system quality assurance or quality control activities conducted during out-of-control periods are not used in calculations (report emissions or operating levels and report any such periods in the annual deviation report);**

**(iii) Any PM CPMS data recorded during periods of CEMS data during startup and shutdown, as defined in this Part.**

**(7) The owner or operator shall record and make available upon request results of PM CPMS system performance audits, as well as the dates and duration of periods from when the PM CPMS is out of control until completion of the corrective actions necessary to return the PM CPMS to operation consistent with the site-specific monitoring plan.**

**(8) For any deviation of the 30-day rolling average PM CPMS average value from the established operating parameter limit, the owner or operator shall:**

**(i) Within 48 hours of the deviation, visually inspect the air pollution control device;**

**(ii) If inspection of the air pollution control device identifies the cause of the deviation, take corrective action as soon as possible and return the PM CPMS measurement to within the established value; and**

**(iii) Within 30 days of the deviation or at the time of the annual compliance test, whichever comes first, conduct a PM emissions compliance test to determine compliance with the PM emissions limit and to verify. Within 45 days of the deviation, the owner or operator shall re-establish the CPMS operating limit. Conducting of additional testing for any deviations that occur between the time of the original deviation and the PM emissions compliance test required under this subparagraph is not required.**

**(iv) PM CPMS deviations leading to more than four required performance tests in a 12-month process operating period (rolling monthly) constitute a violation of this Part.**

**(y) When there is an alkali bypass and/or an in-line coal mill that exhaust emissions through a separate stack(s), the combined emissions are subject to the emission limits applicable to waste-burning kilns. To determine the kiln-specific emission limit for demonstrating compliance, the owner or operator shall:**

**(1) Calculate a kiln-specific emission limit using equation 7:**

**(Eq. 7)** $C_{ks} = ((Emission\ Limit\ X\ (Q_{ab} + Q_{cm} + Q_{ks})) - (Q_{ab}\ X\ C_{ab}) - (Q_{cm}\ X\ C_{cm}))/Q_{ks}$

**Where:**

**$C_{ks}$ = Kiln stack concentration (ppmvd, mg/dscm, ng/dscm, depending on pollutant. Each corrected to 7% O2.)**

**$Q_{ab}$ = Alkali bypass flow rate (volume/hr)**

**$C_{ab}$ = Alkali bypass concentration (ppmvd, mg/dscm, ng/dscm, depending on pollutant. Each corrected to 7% O2.)**

**$Q_{cm}$ = In-line coal mill flow rate (volume/hr)**

**$C_{cm}$ = In-line coal mill concentration (ppmvd, mg/dscm, ng/dscm, depending on pollutant. Each corrected to 7% O2.)**

**$Q_{ks}$ = Kiln stack flow rate (volume/hr)**

**(2) Particulate matter concentration shall be measured downstream of the in-line coal mill. All other pollutant concentrations shall be measured either upstream or downstream of the in-line coal mill.**

**(3) For purposes of determining the combined emissions from kilns equipped with an alkali bypass or that exhaust kiln gases to a coal mill that exhausts through a separate stack, instead of installing a CEMS or PM CPMS on the alkali bypass stack or in-line coal mill stack, the results of the initial and subsequent performance test can be used to demonstrate compliance with the relevant emissions limit. A performance test shall be conducted on an annual basis (between 11 and 13 calendar months following the previous performance test).**

**(z) The owner or operator shall conduct annual performance tests between 11 and 13 calendar months of the previous performance test.**

**(aa) On an annual basis (no more than 12 months following the previous annual air pollution control device inspection), the owner or operator shall complete the air pollution control device inspection as described in paragraphs 5.5.8(e) and (f) of this Part.**

**(bb) The owner or operator shall conduct annual performance tests according to the schedule specified in paragraph 5.5.9(z) in this Section, with the following exceptions:**

**(1) The owner or operator may conduct a repeat performance test at any time to establish new values for the operating limits ~~to apply from that point forward~~, as specified in paragraphs 5.5.9(cc) and (dd) of this Section. New operating limits become effective on the date that the performance test report is submitted to the EPA's Central Data Exchange or postmarked, per the requirements of Paragraph 5.5.11(hh) of this Part. The Director may request a repeat performance test at any time.**

**(2) The owner or operator shall repeat the performance test within 60 days of a process change, as defined in Section 5.5.1 of this Part.**

**(3) Performance tests may be conducted less often if the owner or operator meet the following conditions: the performance tests for the pollutant for at least 2 consecutive performance tests ~~If the initial or any subsequent performance test for any pollutant in table 1 or tables 5 through 8 of this Part, as applicable,~~ demonstrates that the emission level for the pollutant is no greater than the emission level specified in subdivision 5.5.9(bb)(3)(i) or (bb)(3)(ii) of this paragraph, as applicable~~,~~ ; there are no changes in the operation of the affected source or air pollution control equipment that could increase emissions; and the owner or operator is not required to conduct a performance test for the pollutant in response to a request by the Director in subparagraph 5.5.9(bb)(1) of this paragraph or a process change in subparagraph 5.5.9(bb)(2) of this paragraph~~,~~. In this case, the owner or operator do not have to conduct a performance test for that pollutant for the next 2 years. ~~the owner or operator may elect to skip conducting a performance test for the pollutant for the next 2 years.~~ The owner or operator shall conduct a performance test for the pollutant ~~during the third year and~~ no more than 37 months following the previous performance test for the pollutant. If the emission level for the CISWI continues to meet the emission level specified in subdivision 5.5.9(bb)(3)(i) or 5.5.9(bb)(3)(ii) of this Paragraph, as applicable, the owner or operator may choose to conduct performance tests for the pollutant every third year as long as there are no changes in the operation of the affected source or air pollution control equipment that could increase emissions. Each such performance test shall be conducted no more than 37 months after the previous performance test. ~~For cadmium and lead, both cadmium and lead shall be emitted at emission levels no greater than their respective emission~~**

~~levels specified in subdivision 5.5.9(bb)(3)(i) of this paragraph to qualify for less frequent testing under this paragraph.~~

**(i) For particulate matter, hydrogen chloride, mercury, carbon monoxide, nitrogen oxides, sulfur dioxide, cadmium, lead, and dioxins/furans, the emission level equal to 75 percent of the applicable emission limit in table 1 or tables 5 through 8 of this Part, as applicable~~, to this Part~~.**

**(ii) For fugitive emissions, visible emissions (of combustion ash from the ash conveying system) for 2 percent of the time during each of the three 1-hour observation periods.**

**(4) If the owner or operator is conducting less frequent testing for a pollutant as provided in subparagraph 5.5.9(bb)(3) of this paragraph and a subsequent performance test for the pollutant indicates that the CISWI ~~unit~~ does not meet the emission level specified in subdivision 5.5.9(bb)(3)(i) or 5.5.9(bb)(3)(ii) of this paragraph, as applicable, the owner or operator shall conduct annual performance tests for the pollutant according to the schedule specified in paragraph 5.5.9(bb) of this Section until qualification for less frequent testing for the pollutant as specified in subparagraph 5.5.9(bb)(3) of this paragraph.**

**(cc) The owner or operator may conduct a repeat performance test at any time to establish new values for the operating limits. The Director may request a repeat performance test at any time.**

**(dd) The owner or operator shall repeat the performance test if the feed stream is different than the feed streams used during any performance test used to demonstrate compliance.**

**(ee) If the owner or operator of a waste-burning kiln chooses to comply with the equivalent production-based mercury emission limit in Table 7, continuous compliance**

**shall be demonstrated pursuant to the procedures of 40 CFR § 63.1348(b)(7) and 40 CFR § 63.1349(b)(5).**

**5.5.10 Monitoring.**

**(a) If a wet scrubber is used to comply with the emission limitation under subparagraph 5.5.6(a) of this Part, the owner or operator shall install, calibrate (to manufacturers' specifications), maintain, and operate devices (or establish methods) for monitoring the value of the operating parameters used to determine compliance with the operating limits listed in Table 2 of this Part. These devices (or methods) must measure and record the values for these operating parameters at the frequencies indicated in Table 2 of this Part at all times except as specified in subdivision 5.5.10(t)(1)(i) of this section.**

**(b) If a fabric filter is used to comply with the requirements of this Part, the owner or operator shall install, calibrate, maintain, and continuously operate a bag leak detection system as specified in subparagraphs (b)(1) through (8) of this paragraph.**

**(1) The owner or operator shall install and operate a bag leak detection system for each exhaust stack of the fabric filter.**

**(2) Each bag leak detection system shall be installed, operated, calibrated, and maintained in a manner consistent with the manufacturer's written specifications and recommendations.**

**(3) The bag leak detection system shall be certified by the manufacturer to be capable of detecting particulate matter emissions at concentrations of 10 milligrams per actual cubic meter or less.**

**(4) The bag leak detection system sensor shall provide output of relative or absolute particulate matter loadings.**

**(5) The bag leak detection system shall be equipped with a device to continuously record the output signal from the sensor.**

**(6) The bag leak detection system shall be equipped with an alarm system that will sound automatically**

**when an increase in relative particulate matter emissions over a preset level is detected. The alarm shall be located where it is easily heard by plant operating personnel.**

**(7) For positive pressure fabric filter systems, a bag leak detection system shall be installed in each baghouse compartment or cell. For negative pressure or induced air fabric filters, the bag leak detector shall be installed downstream of the fabric filter.**

**(8) Where multiple detectors are required, the system's instrumentation and alarm may be shared among detectors.**

**(c) If a device other than a wet scrubber, activated carbon, selective non-catalytic reduction, an electrostatic precipitator, or a dry scrubber is used to comply with the emission limitations under 5.5.6(a) of this Part, the owner or operator shall install, calibrate (to the manufacturers' specifications), maintain, and operate the equipment necessary to monitor compliance with the site-specific operating limits established using the procedures in paragraph 5.5.6(c) of this Part.**

**(d) If activated carbon injection is used to comply with the emission limitations in this Part, the owner or operator shall measure the minimum sorbent flow rate once per hour.**

**(e) If selective noncatalytic reduction is used to comply with the emission limitations, the owner or operator shall complete the following:**

**(1) Following the date on which the initial performance test is completed or is required to be completed under Section 5.5.7 of this Part, whichever date comes first, ensure that the affected facility does not operate above the maximum charge rate, or below the minimum secondary chamber temperature (if applicable to your CISWI ~~unit~~) or the minimum reagent flow rate measured as 3-hour block averages at all times.**

**(2) Operation of the affected facility above the maximum charge rate, below the minimum secondary chamber temperature and below the minimum reagent flow rate**

**simultaneously constitute a violation of the nitrogen oxides emissions limit.**

**(f) If an electrostatic precipitator is used to comply with the emission limits of this Part, the owner or operator shall monitor the secondary power to the electrostatic precipitator collection plates and maintain the 3-hour block averages at or above the operating limits established during the mercury or particulate matter performance test.**

**(g) For waste-burning kilns not equipped with a wet scrubber or dry scrubber, ~~in place of hydrogen chloride testing with EPA Method 321 at 40 CFR part 63, appendix A,~~ an owner or operator shall install, calibrate, maintain, and operate a CEMS for monitoring hydrogen chloride emissions discharged to the atmosphere, as specified in Paragraph 5.5.9(j) of this Part, and record the output of the system. The owner or operator may substitute use of a HCl CEMS for conducting the initial and annual testing with EPA Method 321 at 40 CFR part 63, appendix A. ~~To demonstrate continuous compliance with the hydrogen chloride emissions limit f~~ For units other than waste-burning kilns not equipped with a wet scrubber or dry scrubber, a facility may substitute use of a hydrogen chloride CEMS for conducting the hydrogen chloride initial and annual performance test~~,~~. For units equipped with a hydrogen chloride CEMS, the owner or operator is not required to monitor~~ing~~ the minimum hydrogen chloride sorbent flow rate, monitor~~ing~~ the minimum scrubber liquor pH, and monitor minimum injection rate.**

**(h) To demonstrate continuous compliance with the particulate matter emissions limit, a facility may substitute use of either a particulate matter CEMS or a particulate matter CPMS for conducting the particulate matter annual performance test. For units equipped with a particulate matter CEMS, ~~and~~ other CMS monitoring for PM compliance (e.g., bag leak detectors, ESP secondary power, PM scrubber pressure) is not required. A facility may also substitute use of a particulate matter CEMS for conducting the PM initial performance test.**

**(i) To demonstrate initial and continuous compliance with the dioxin/furan emissions limit, a facility may substitute use of a continuous automated sampling system for the dioxin/furan initial and annual performance test. The owner or operator shall record the output of the system and analyze the sample according to EPA Method 23 at 40 CFR part 60, appendix**

A-7. This option to use a continuous automated sampling system takes effect on the date a final performance specification applicable to dioxin/furan from continuous monitors is published in the Federal Register. The owner or operator who elects to continuously sample dioxin/furan emissions instead of sampling and testing using EPA Method 23 at 40 CFR part 60, appendix A-7 shall install, calibrate, maintain and operate a continuous automated sampling system and shall comply with the requirements specified in § 60.58b(p) and (q). A facility may substitute continuous dioxin/furan monitoring for the minimum sorbent flow rate, if activated carbon sorbent injection is used solely for compliance with the dioxin/furan emission limit.

(j) To demonstrate initial and continuous compliance with the mercury emissions limit, a facility may substitute use of a mercury CEMS or an integrated sorbent trap monitoring ~~continuous automated sampling~~ system for the mercury initial and annual performance test. ~~The owner or operator shall record the output of the system and analyze the sample at set intervals using any suitable determinative technique that can meet performance specification 12B criteria. This option to use a continuous automated sampling system takes effect on the date a final performance specification applicable to mercury from monitors is published in the Federal Register.~~ The owner or operator who elects to continuously ~~sample~~ measure mercury emissions instead of sampling and testing using EPA Method 29 or 30B at 40 CFR part 60, appendix A-8, ASTM D6784-02 (Reapproved 2008) (incorporated by reference, see § 60.17), or an approved alternative method for measuring mercury emissions, shall install, calibrate, maintain and operate ~~a continuous automated sampling~~ the mercury CEMS or an integrated sorbent trap monitoring system and shall comply with performance specification 12A or performance specification 12B, respectively, and quality assurance procedure 5. For the purposes of emissions calculations when using an integrated sorbent trap monitoring system, the mercury concentration determined for each sampling period shall be assigned to each hour during the sampling period. ~~the requirements specified in § 60.58b(p) and (q).~~ For units equipped with a mercury CEMS or an integrated sorbent trap monitoring system, the owner or operator is not required to monitor ~~A facility may substitute continuous mercury monitoring for~~ the minimum sorbent flow rate, if activated carbon sorbent injection is used solely for compliance with the mercury emission limit. The owner or operators of waste-burning kilns shall install, calibrate, maintain, and operate a mercury CEMS or an integrated sorbent trap monitoring system as specified in paragraph 5.5.9(j) of this Part.

**(k) To demonstrate initial and continuous compliance with the nitrogen oxides emissions limit, a facility may substitute use of a CEMS for the nitrogen oxides initial and annual performance test to demonstrate compliance with the nitrogen oxides emissions limits. For units equipped with a nitrogen oxides CEMS, monitoring of the charge rate, secondary chamber temperature and reagent flow for selective noncatalytic reduction is not required.**

**(1) Install, calibrate, maintain and operate a CEMS for measuring nitrogen oxides emissions discharged to the atmosphere and record the output of the system. The requirements under performance specification 2 of appendix B of 40 CFR part 60, the quality assurance procedure 1 of appendix F of 40 CFR part 60 and the procedures under § 60.13 shall be followed for installation, evaluation and operation of the CEMS.**

**(2) ~~Following the date that the initial performance test for nitrogen oxides is completed or is required to be completed under Section 5.5.7 of this Part, c~~ Compliance with the emission limit for nitrogen oxides ~~required under § 60.52b(d)~~ shall be determined based on the 30-day rolling average of the hourly emission concentrations using CEMS outlet data, as outlined in Paragraph 5.5.9(u) of this Part. ~~The 1-hour arithmetic averages shall be expressed in parts per million by volume corrected to 7 percent oxygen (dry basis) and used to calculate the 30-day rolling average concentrations. CEMS data during startup and shutdown, as defined in this Part, are not corrected to 7 percent oxygen, and are measured at stack oxygen content. The 1-hour arithmetic averages shall be calculated using the data points required under § 60.13(e)(2).~~**

**(l) To demonstrate initial and continuous compliance with the sulfur dioxide emissions limit, a facility may substitute use of a ~~continuous automated sampling system~~ CEMS for the sulfur dioxide initial and annual performance test to demonstrate compliance with the sulfur dioxide emissions limits.**

**(1) Install, calibrate, maintain and operate a CEMS for measuring sulfur dioxide emissions discharged to the atmosphere and record the output of the system. The requirements under performance specification 2 of appendix**

B of 40 CFR part 60, the quality assurance requirements of procedure 1 of appendix F of 40 CFR part 60 and the procedures under § 60.13 must be followed for installation, evaluation and operation of the CEMS.

(2) ~~Following the date that the initial performance test for sulfur dioxide is completed or is required to be completed under Section 5.5.7 of this Part, c~~ Compliance with the sulfur dioxide emission limit ~~may~~ shall be determined based on the 30-day rolling average of the hourly arithmetic average emission concentrations using CEMS outlet data, as outlined in Paragraph 5.5.9(u) of this Part. ~~The 1-hour arithmetic averages shall be expressed in parts per million corrected to 7 percent oxygen (dry basis) and used to calculate the 30-day rolling average emission concentrations. CEMS data during startup and shutdown, as defined in this Part, are not corrected to 7 percent oxygen, and are measured at stack oxygen content. The 1-hour arithmetic averages shall be calculated using the data points required under § 60.13(e)(2).~~

(m) For energy recovery units 10 MMBtu/hr but less than 250 MMBtu/hr annual average heat input rates that do not use a wet scrubber, fabric filter with bag leak detection system, an electrostatic precipitator, ~~or~~ particulate matter CEMS, or particulate matter CPMS, the owner or operator shall install, operate, certify and maintain a continuous opacity monitoring system according to the procedures in subparagraphs 5.5.10(m)(1) through (5) of this paragraph by the compliance date specified in Section 5.5.6 of this Part. Energy recovery units that use a particulate matter CEMS to demonstrate initial and continuing compliance according to the procedures in paragraph 5.5.10(n) are not required to install a continuous opacity monitoring system and shall perform the annual performance tests for opacity consistent with paragraph 5.5.9(f) of this Part.

(1) Install, operate and maintain each continuous opacity monitoring system according to performance specification 1 at 40 CFR part 60, appendix B.

(2) Conduct a performance evaluation of each continuous opacity monitoring system according to the requirements in § 60.13 and according to performance specification 1 at 40 CFR part 60, appendix B.

**(3) As specified in § 60.13(e)(1), each continuous opacity monitoring system shall complete a minimum of one cycle of sampling and analyzing for each successive 10-second period and one cycle of data recording for each successive 6-minute period.**

**(4) Reduce the continuous opacity monitoring system data as specified in § 60.13(h)(1).**

**(5) Determine and record all the 6-minute averages (and 1-hour block averages as applicable) collected.**

**(n) For coal and liquid/gas energy recovery units, incinerators, and small remote incinerators, an owner or operator may elect to install, calibrate, maintain and operate a CEMS for monitoring particulate matter emissions discharged to the atmosphere and record the output of the system. The owner or operator of an affected facility who continuously monitors particulate matter emissions instead of conducting performance testing using EPA Method 5 at 40 CFR part 60, appendix A-3 or~~, as applicable,~~ monitoring with a particulate matter CPMS according to paragraph 5.5.10(r) of this Section, shall install, calibrate, maintain and operate a PM CEMS and shall comply with the requirements specified in subparagraphs 5.5.10(n)(1) through ~~( 13)~~ (10) of this paragraph below.**

**~~(1) Notify the Director 1 month before starting use of the system.~~**

**~~(2) Notify the Director 1 month before stopping use of the system.~~**

**~~(3)~~ (1) PM CEMS ~~The monitor~~ shall be installed, evaluated and operated in accordance with the requirements of performance specification 11 of appendix B of 40 CFR part 60 and quality assurance requirements of procedure 2 of appendix F of 40 CFR part 60 and § 60.13.**

**~~(4)~~ (2) The initial performance evaluation shall be completed no later than 180 days after the final compliance**

**date for meeting the amended emission limitations, as specified under Section 5.5.7 of this Part or within 180 days of notification to the Director of use of the continuous monitoring system if the owner or operator was previously determining compliance by Method 5 at 40 CFR part 60, appendix A-3 performance tests, whichever is later.**

**~~(5)~~ (3) The owner or operator of an affected facility may request that compliance with the particulate matter emission limit be determined using carbon dioxide measurements corrected to an equivalent of 7 percent oxygen. The relationship between oxygen and carbon dioxide levels for the affected facility shall be established according to the procedures and methods specified in subdivisions 5.5.9(s)(5)(i) through (iv).**

**~~(6)~~ (4) The owner or operator of an affected facility shall conduct an initial performance test for particulate matter emissions ~~as required under Section 5.5.7 of this Part~~. ~~Compliance with the particulate matter emission limit, if~~ If PM CEMS are elected for demonstrating compliance, and the initial performance test has not yet been conducted, then initial compliance shall be determined by using the CEMS specified in paragraph 5.5.10(n) of this Section to measure particulate matter. The owner or operator shall calculate a 30-day rolling average of 1-hour arithmetic average emission concentrations, including CEMS data during startup and shutdown, as defined in this Part, using Equation 19-19 in section 12.4.1 of EPA Reference Method 19 at 40 CFR part 60, appendix A-7.**

**~~(7)~~ (5) Continuous c~~C~~ompliance with the particulate matter emission limit shall be determined based on the 30-day rolling average calculated using Equation 19-19 in section 12.4.1 of EPA Reference Method 19 at 40 CFR part 60, Appendix A-7 from the 1-hour arithmetic average of the CEMS outlet data.**

**~~(8)~~ (6) At a minimum, valid continuous monitoring system hourly averages shall be obtained as specified in paragraph 5.5.10(t) of this Section.**

~~(9)~~ (7) The 1-hour arithmetic averages required under subparagraph 5.5.10(n)~~(7)~~ (5) of this paragraph shall be expressed in milligrams per dry standard cubic meter corrected to 7 percent oxygen (or carbon dioxide)(dry basis) and shall be used to calculate the 30-day rolling average emission concentrations. CEMS data during startup and shutdown, as defined in this Part, are not corrected to 7 percent oxygen, and are measured at stack oxygen content. The 1-hour arithmetic averages shall be calculated using the data points required under § 60.13(e)(2).

~~(10)~~ (8) All valid CEMS data shall be used in calculating average emission concentrations even if the minimum CEMS data requirements of subparagraph 5.5.10(n)~~(8)~~ (6) of this paragraph are not met.

~~(11)~~ (9) The CEMS shall be operated according to performance specification 11 in appendix B of 40 CFR part 60~~.~~; and

~~(12) During each relative accuracy test run of the CEMS required by performance specification 11 in appendix B of 40 CFR part 60, particulate matter and oxygen (or carbon dioxide) data shall be collected concurrently (or within a 30-to 60-minute period) by both the CEMS and the following test methods.~~

~~(i) For particulate matter, EPA Reference Method 5 at 40 CFR part 60, appendix A-3 shall be used.~~

~~(ii) For oxygen (or carbon dioxide), EPA Reference Method 3A or 3B at 40 CFR part 60, appendix A-2, as applicable, shall be used.~~

~~(13)~~ (10) Quarterly and yearly accuracy ~~determinations~~ audits and daily ~~calibration~~ drift, system optics, and sample volume checks ~~tests~~ shall be performed in accordance with procedure 2 in appendix F of 40 CFR part 60.

**(o) To demonstrate initial and continuous compliance with the carbon monoxide emissions limit, a facility may substitute use of a ~~continuous automated sampling system~~ CEMS for the carbon monoxide initial and annual performance test to demonstrate compliance with the carbon monoxide emissions limits.**

**(1) Install, calibrate, maintain, and operate a CEMS for measuring carbon monoxide emissions discharged to the atmosphere and record the output of the system. The requirements under performance specification 4A or 4B of appendix B of 40 CFR part 60, the quality assurance procedure 1 of appendix F of 40 CFR part 60 and the procedures under § 60.13 shall be followed for installation, evaluation, and operation of the CEMS.**

**(2) ~~Following the date that the initial performance test for carbon monoxide is completed or is required to be completed under Section 5.5.7 of this Part, c~~ Compliance with the carbon monoxide emission limit ~~may~~ shall be determined based on the 30-day rolling average of the hourly arithmetic average emission concentrations, including CEMS data during startup and shutdown as defined in this Part, using CEMS outlet data, as outlined in Paragraph 5.5.9(u) of this Part. ~~Except for CEMS data during startup and shutdown, as defined in this Part, the 1-hour arithmetic averages shall be expressed in parts per million corrected to 7 percent oxygen (dry basis) and used to calculate the 30-day rolling average emission concentrations. CEMS data collected during startup or shutdown, as defined in this Part, are not corrected to 7 percent oxygen, and are measured at stack oxygen content. The 1-hour arithmetic averages shall be calculated using the data points required under § 60.13(e)(2).~~**

**(p) The owner/operator of an affected source with a bypass stack shall install, calibrate (to manufacturers' specifications), maintain and operate a device or method for measuring the use of the bypass stack including date, time and duration.**

**(q) For energy recovery units with a design heat input capacity of 100 MMBtu per hour or greater that do not use a carbon monoxide CEMS, the owner or operator shall install, operate and maintain an oxygen analyzer system as defined in Section 5.5.1 of this Part according to the procedures in subparagraphs 5.5.10(q)(1) through (4) of this paragraph below.**

**(1) The oxygen analyzer system shall be operated by the initial performance test date specified in paragraph 5.5.6(b) of this Part.**

**(2) The owner or operator shall operate the oxygen trim system within compliance with subparagraph (q)(3) below at all times.**

**(3) The owner or operator shall maintain the oxygen level such that the 30-day rolling average that is established as the operating limit for oxygen according to subparagraph (q)(4) below is not below the lowest hourly average oxygen concentration measured during the most recent CO performance test.**

**(4) The owner or operator shall calculate and record a 30-day rolling average oxygen concentration using Equation 19-19 in section 12.4.1 of EPA Reference Method 19 of Appendix A-7 of 40 CFR part 60.**

**(r) For energy recovery units with annual average heat input rates greater than or equal to 250 MMBtu/hour and waste-burning kilns, the owner or operator shall install, calibrate, maintain, and operate a PM CPMS and record the output of the system as specified in subparagraphs 5.5.10(r)(1) through (8) of this paragraph below. For other energy recovery units, the owner or operator may elect to use PM CPMS operated in accordance with this paragraph. PM CPMS are suitable in lieu of using other CMS for monitoring PM compliance (e.g., bag leak detectors, ESP secondary power, PM scrubber pressure).**

**(1) Install, calibrate, operate, and maintain the PM CPMS according to the procedures in the approved site-specific monitoring plan developed in accordance with**

**paragraph 5.5.9(l) and subdivisions 5.5.10(r)(1)(i) through (iii) of this paragraph.**

**(i) The operating principle of the PM CPMS shall be based on in-stack or extractive light scatter, light scintillation, beta attenuation, or mass accumulation of the exhaust gas or representative sample. The reportable measurement output from the PM CPMS shall be expressed as milliamps.**

**(ii) The PM CPMS shall have a cycle time (i.e., period required to complete sampling, measurement, and reporting for each measurement) no longer than 60 minutes.**

**(iii) The PM CPMS shall be capable of detecting and responding to particulate matter concentrations of no greater than 0.5 mg/actual cubic meter.**

**(2) During the initial performance test or any such subsequent performance test that demonstrates compliance with the PM limit, the owner or operator shall adjust the site-specific operating limit in accordance with the results of the performance test according to the procedures specified in paragraph 5.5.6(b) of this Part.**

**(3) Collect PM CPMS hourly average output data for all energy recovery unit or waste-burning kiln operating hours. Express the PM CPMS output as milliamps.**

**(4) Calculate the arithmetic 30-day rolling average of all of the hourly average PM CPMS output collected during all energy recovery unit or waste- burning kiln operating hours data (milliamps or digital bits).**

**(5) The owner or operator shall collect data using the PM CPMS at all times the energy recovery unit or waste-burning kiln is operating and at the intervals specified in subdivision 5.5.10(r)(1)(ii) of this paragraph, except for periods of monitoring system malfunctions, repairs associated with monitoring system malfunctions, required monitoring**

**system quality assurance or quality control activities (including, as applicable, calibration checks and required zero and span adjustments), and any scheduled maintenance as defined in the site- specific monitoring plan.**

**(6) The owner or operator shall use all the data collected during all energy recovery unit or waste-burning kiln operating hours in assessing the compliance with the operating limit except:**

**(i) Any data collected during monitoring system malfunctions, repairs associated with monitoring system malfunctions, or required monitoring system quality assurance or quality control activities conducted during monitoring system malfunctions are not used in calculations (report any such periods in the annual deviation report);**

**(ii) Any data collected during periods when the monitoring system is out of control as specified in the site-specific monitoring plan, repairs associated with periods when the monitoring system is out of control, or required monitoring system quality assurance or quality control activities conducted during out-of-control periods are not used in calculations (report emissions or operating levels and report any such periods in the annual deviation report); and**

**(iii) Any PM CPMS data recorded during periods of CEMS data during startup and shutdown, as defined in this Part.**

**(7) The owner or operator shall record and make available upon request results of PM CPMS system performance audits, as well as the dates and duration of periods from when the PM CPMS is out of control until completion of the corrective actions necessary to return the PM CPMS to operation consistent with the site-specific monitoring plan.**

**(8) For any deviation of the 30-day rolling average PM CPMS average value from the established operating parameter limit, the owner or operator shall:**

**(i) Within 48 hours of the deviation, visually inspect the air pollution control device;**

**(ii) If inspection of the air pollution control device identifies the cause of the deviation, take corrective action as soon as possible and return the PM CPMS measurement to within the established value; and**

**(iii) Within 30 days of the deviation or at the time of the annual compliance test, whichever comes first, conduct a PM emissions compliance test to determine compliance with the PM emissions limit and to verify. Within 45 days of the deviation, the owner or operator shall re-establish the CPMS operating limit. It is not required to conduct additional testing for any deviations that occur between the time of the original deviation and the PM emissions compliance test required under this subparagraph~~.~~; and**

**(iv) PM CPMS deviations leading to more than four required performance tests in a 12-month process operating period (rolling monthly) constitute a violation of this Part.**

**(s) If a dry scrubber is used to comply with the emission limits of this Part, the owner or operator shall monitor the injection rate of each sorbent and maintain the 3-hour block averages at or above the operating limits established during the hydrogen chloride performance test.**

**(t) If required to monitor clinker production to comply with the production-rate based mercury limit for the waste-burning kiln, the owner or operator shall:**

**(1) Determine hourly clinker production by one of two methods:**

**(i) Install, calibrate, maintain and operate a permanent weigh scale system to measure and record**

**weight rates in tons-mass per hour of the amount of clinker produced. The system of measuring hourly clinker production shall be maintained within ± 5 percent accuracy, or**

**(ii) Install, calibrate, maintain and operate a permanent weigh scale system to measure and record weight rates in tons mass per hour of the amount of feed to the kiln. The system of measuring feed shall be maintained within ± 5 percent accuracy. Calculate the hourly clinker production rate using a kiln-specific feed to clinker ratio based on reconciled clinker production determined for accounting purposes and recorded feed rates. Update this ratio monthly. Note that if this ratio changes at clinker reconciliation, the owner or operator shall use the new ratio going forward, but do not have to retroactively change clinker production rates previously estimated.**

**(2) Determine the accuracy of the system of measuring hourly clinker production (or feed mass rate, if applicable) before the final compliance date of this Part and during each quarter of source operation.**

**(3) Conduct accuracy checks in accordance with the procedures outlined in the site-specific monitoring plan under Paragraph 5.5.9(l) of this Part.**

**~~(t)~~ (u) The minimum amount of monitoring data obtained is determined as follows:**

**(1) For each continuous monitoring system required or optionally allowed under Section 5.5.10 of this Part, the owner or operator shall monitor and collect data according to subdivisionss 5.5.10(t)(1)(i) through (iii) below:**

**(i) The owner or operator shall operate the monitoring system and collect data at all required intervals at all times compliance is required except for periods of monitoring system malfunctions or out-of-control periods, repairs associated with monitoring system malfunctions or out-of-control periods (as**

**specified in subparagraph 5.5.11(cc)(15) of this Part), and required monitoring system quality assurance or quality control activities including, as applicable, calibration checks and required zero and span adjustments. A monitoring system malfunction is any sudden, infrequent, not reasonably preventable failure of the monitoring system to provide valid data. Monitoring system failures that are caused in part by poor maintenance or careless operation are not malfunctions. The owner or operator is required to effect monitoring system repairs in response to monitoring system malfunctions or out-of-control periods and to return the monitoring system to operation as expeditiously as practicable.**

**(ii) The owner or operator may not use data recorded during the monitoring system malfunctions, repairs associated with monitoring system malfunctions or out-of control periods, or required monitoring system quality assurance or control activities in calculations used to report emissions or operating levels. The owner or operator shall use all the data collected during all other periods in assessing the operation of the control device and associated control system.**

**(iii) Except for periods of monitoring system malfunctions or out-of- control periods, repairs associated with monitoring system malfunctions or out-of-control periods, and required monitoring system quality assurance or quality control activities including, as applicable, calibration checks and required zero and span adjustments, failure to collect required data is a deviation of the monitoring requirements.**

**(v) If the owner or operator of a waste-burning kiln chooses to comply with the equivalent production-based mercury emission limit in Table 7, it must also monitor mercury pursuant to 40 CFR § 63.1350(k), the clinker production rate pursuant to 40 CFR § 63.1350(d), and the flow rate pursuant to 40 CFR § 63.1350(n). An owner or operator of a waste-burning kiln is not required to develop an emission monitoring plan pursuant to 40 CFR § 63.1350(p)(1) through (p)(4) if the owner or operator prepares the**

**emissions monitoring plan required pursuant to paragraphs 5.5.9(k) and 5.5.9(l) of this Part.**

**5.5.11 Recordkeeping and Reporting. The following ~~13~~ items shall be maintained (as applicable) as specified in paragraphs (a), (b) and (e) through (w) of this section for a period of at least 5 years:**

**(a) Calendar date of each record.**

**(b) Records of the data described in subparagraphs (b)(1) through (~~6~~ 7) of this paragraph:**

**(1) The CISWI ~~unit~~ charge dates, times, weights, and hourly charge rates.**

**(2) Liquor flow rate to the wet scrubber inlet every 15 minutes of operation, as applicable.**

**(3) Pressure drop across the wet scrubber system every 15 minutes of operation or amperage to the wet scrubber every 15 minutes of operation, as applicable.**

**(4) Liquor pH as introduced to the wet scrubber every 15 minutes of operation, as applicable.**

**(5) For affected CISWIs ~~units~~ that establish operating limits for controls other than wet scrubbers under subparagraphs 5.5.6 (b)(4) through (7) or paragraph 5.5.6(c) of this Part, the owner or operator shall maintain data collected for all operating parameters used to determine compliance with the operating limits. For energy recovery units using activated carbon injection or a dry scrubber, the owner or operator shall also maintain records of the load fraction and corresponding sorbent injection rate records.**

**(6) If a fabric filter is used to comply with the emission limitations, the owner or operator shall record the date, time, and duration of each alarm and the time corrective action was initiated and completed, and a brief description of the cause of the alarm and the corrective action taken. The owner or operator shall also record the percent of operating time during each 6-month period that the alarm sounds, calculated as specified in subparagraph 5.5.6(b)(3) of this Part.**

**(7) If monitoring of clinker production is in accordance with Paragraph 5.5.10(t) of this Part:**

**(i) Hourly clinker rate produced if clinker production is measured directly;**

**(ii) Hourly measured kiln feed rates and calculated clinker production rates if clinker production is not measured directly;**

**(iii) 30-day rolling averages for mercury in pounds per million tons of clinker produced;**

**(iv) The initial and quarterly accuracy of the system of measuring clinker production (or feed mass flow).**

**(c) Reserved.**

**(d) Reserved.**

**(e) Identification of calendar dates and times for which data show a deviation from the operating limits in Table 2 of this Part or a deviation from other operating limits established under paragraph 5.5.6(c) or subparagraphs 5.5.6(b)(4) through (7) of this Part with a description of the deviations, reasons for such deviations, and a description of corrective actions taken.**

**(f) The results of the initial, annual, and any subsequent performance tests conducted to determine compliance with the emission limits and/or to establish operating limits, as applicable. Retain a copy of the complete test report including calculations.**

**(g) Records showing the names of CISWI ~~unit~~ operators who have completed review of the information in subparagraph 5.5.5(g)(1) as required by subparagraph 5.5.5(g)(2) of this Part, including the date of the initial review and all subsequent annual reviews.**

**(h) Records showing the names of the CISWI operators who have completed the operator training requirements, met the criteria for qualification, and maintained or renewed their qualification under section 5.5.5 of this Part. Records shall include documentation of training, the dates of the initial and refresher training, and the dates of their**

**qualification and all subsequent renewals of such qualifications.**

**(i) For each qualified operator, the phone and/or pager number at which they can be reached during operating hours.**

**(j) Records of calibration of any monitoring devices as required under section 5.5.10 of this Part.**

**(k) Equipment vendor specifications and related operation and maintenance requirements for the incinerator, emission controls, and monitoring equipment.**

**(l) The information listed in paragraph 5.5.5(g) of this Part.**

**(m) On a daily basis, keep a log of the quantity of waste burned and the types of waste burned (always required).**

**(n) Maintain records of the annual air pollution control device inspections that are required for each CISWI ~~unit~~ subject to the emissions limits in table 1 of this Part or tables 5 through 8 of this Part, any required maintenance and any repairs not completed within 10 days of an inspection or the timeframe established by the Director.**

**(o) For continuously monitored pollutants or parameters, the owner or operator shall document and keep a record of the following parameters measured using continuous monitoring systems. If monitoring emissions with a CEMS, data that are CEMS data during startup and shutdown shall be indicated.**

**(1) All 6-minute average levels of opacity.**

**(2) All 1-hour average concentrations of sulfur dioxide emissions. ~~The owner or operator shall indicate which data are CEMS data during startup and shutdown.~~**

**(3) All 1-hour average concentrations of nitrogen oxides emissions. ~~The owner or operator shall indicate which data are CEMS data during startup and shutdown.~~**

(4) All 1-hour average concentrations of carbon monoxide emissions. ~~The owner or operator shall indicate which data are CEMS data during startup and shutdown.~~

(5) All 1-hour average concentrations of particulate matter emissions. ~~The owner or operator shall indicate which data are CEMS data during startup and shutdown.~~

(6) All 1-hour average concentrations of mercury emissions. ~~The owner or operator shall indicate which data are CEMS data during startup and shutdown.~~

(7) All 1-hour average concentrations of HCl CEMS outputs. ~~hydrogen chloride emissions. The owner or operator shall indicate which data are CEMS data during startup and shutdown.~~

(8) All 1-hour average percent oxygen concentrations.

(9) All 1-hour average PM CPMS readings or particulate matter CEMS outputs.

(p) Records indicating use of the bypass stack, including dates, times and durations.

(q) If choosing to stack test less frequently than annually, consistent with paragraph 5.5.9(bb) of this Part, the owner or operator shall keep annual records that document that the emissions in the previous stack test(s) were less than 75 percent of the applicable emission limit and document that there was no change in source operations including fuel composition and operation of air pollution control equipment that would cause emissions of the relevant pollutant to increase within the past year.

(r) Records of the occurrence and duration of each malfunction of operation (i.e., process equipment) or the air pollution control and monitoring equipment.

**(s) Records of all required maintenance performed on the air pollution control and monitoring equipment.**

**(t) Records of actions taken during periods of malfunction to minimize emissions in accordance with § 60.11(d) of 40 CFR part 60, including corrective actions to restore malfunctioning process and air pollution control and monitoring equipment to its normal or usual manner of operation.**

**(u) For operating units that combust non-hazardous secondary materials that have been determined not to be solid waste pursuant to § 241.3(b)(1), the owner or operator shall keep a record which documents how the secondary material meets each of the legitimacy criteria under § 241.3(d)(1). If the owner or operator combusts a fuel that has been processed from a discarded non- hazardous secondary material pursuant to § 241.3(b)(4), the owner or operator shall keep records as to how the operations that produced the fuel satisfies the definition of processing in § 241.2 and each of the legitimacy criteria in § 241.3(d)(1). If the fuel received a non-waste determination pursuant to the petition process submitted under § 241.3(c), the owner or operator shall keep a record that documents how the fuel satisfies the requirements of the petition process. For operating units that combust non-hazardous secondary materials as fuel per § 241.4, the owner or operator shall keep records documenting that the material is a listed non-waste under § 241.4(a).**

**(v) Records of the criteria used to establish that the unit qualifies as a small power production facility under section 3(17)(C) of the Federal Power Act (16 U.S.C. 796(17)(C)) and that the waste material the unit is proposed to burn is homogeneous.**

**(w) Records of the criteria used to establish that the unit qualifies as a cogeneration facility under section 3(18)(B) of the Federal Power Act (16 U.S.C. 796(18)(B)) and that the waste material the unit is proposed to burn is homogeneous.**

**(x) All records shall be available onsite in either paper copy or computer-readable format that can be printed upon request, unless an alternative format is approved by the Director.**

**(y) A summary of the reporting requirements can be found in Table 4 of this Part.**

**(z) The waste management plan shall be submitted no later than the date specified in subparagraph 5.5.3(a)(1) of this Part for submittal of the final control plan.**

**(aa) The information specified in subparagraphs (aa)(1) through (3) of this paragraph below shall be submitted no later than 60 days following the initial performance test. All reports shall be signed by the responsible official.**

**(1) The complete test report for the initial performance test results obtained under section 5.5.8 of this Part, as applicable.**

**(2) The values for the site-specific operating limits established in paragraphs 5.5.6(b) or (c) of this Part.**

**(3) If a fabric filter is being used to comply with the emission limitations, documentation that a bag leak detection system has been installed and is being operated, calibrated, and maintained as required by paragraph 5.5.10(b) of this Part.**

**(bb) An annual report shall be submitted no later than 12 months following the submission of the information in paragraph (aa) of this section above. Subsequent reports shall be submitted no more than 12 months following the previous report. (If the unit is subject to permitting requirements under Title V of the Clean Air Act, the owner or operator may be required by the permit to submit these reports more frequently).**

**(cc) The annual report required under paragraph (bb) of this section above shall include the ten items listed in subparagraphs (cc)(1) through (10) of this paragraph below. If there is a deviation from the operating limits or the emission limitations, deviation reports shall also be submitted as specified in paragraph (dd) of this section below.**

**(1) Company name and address.**

**(2) Statement by a responsible official, with that official's name, title, and signature, certifying the truth and accuracy of the content of the report.**

**(3) Date of report and beginning and ending dates of the reporting period.**

**(4) The values for the operating limits established pursuant to paragraphs 5.5.6(b) or 5.5.6(c) of this Part.**

**(5) If no deviation from any emission limitation or operating limit that applies has been reported, a statement that there was no deviation from the emission limitations or operating limits during the reporting period.**

**(6) The highest recorded 3-hour average and the lowest recorded 3-hour average (30-day averages for energy recovery units), as applicable, for each operating parameter recorded for the calendar year being reported.**

**(7) Information recorded under subparagraphs (b)(6) and (e) of this section for the calendar year being reported.**

**(8) If a performance test was conducted during the reporting period, the results of that test.**

**(9) If the requirements of paragraphs 5.5.9(aa) were met, and the owner or operator did not conduct a performance test during the reporting period, the owner or operator shall state that the requirements of paragraphs 5.5.9(aa) were met, and, therefore, they were not required to conduct a performance test during the reporting period.**

**(10) Documentation of periods when all qualified CISWI ~~unit~~ operators were unavailable for more than 8 hours, but less than 2 weeks.**

**(11) If there was a malfunction during the reporting period, the compliance report shall include the number, duration, and a brief description for each type of malfunction that occurred during the reporting period and that caused or may have caused any applicable emission limitation to be exceeded. The report shall also include a description of actions taken by an owner or operator during a malfunction of an affected source to minimize emissions in accordance with § 60.11(d), including actions taken to correct a malfunction.**

**(12) For each deviation from an emission or operating limitation that occurs for a CISWI ~~unit~~ for which a CMS is not being used to comply with the emission or operating limitations in this Part, the annual report shall contain the following information.**

**(i) The total operating time of the CISWI ~~unit~~ at which the deviation occurred during the reporting period.**

**(ii) Information on the number, duration, and cause of deviations (including unknown cause, if applicable), as applicable, and the corrective action taken.**

**(13) If there were periods during which the continuous monitoring system, including the CEMS, was out of control as specified in subparagraph 5.5.11(cc)(15) of this Section, the annual report shall contain the following information for each deviation from an emission or operating limitation occurring for a CISWI ~~unit~~ for which a continuous monitoring system is being used to comply with the emission and operating limitations in this Part.**

**(i) The date and time that each malfunction started and stopped.**

**(ii) The date, time, and duration that each CMS was inoperative, except for zero (low-level) and high-level checks.**

**(iii) The date, time, and duration that each continuous monitoring system was out-of-control, including start and end dates and hours and descriptions of corrective actions taken.**

**(iv) The date and time that each deviation started and stopped, and whether each deviation occurred during a period of malfunction or during another period.**

**(v) A summary of the total duration of the deviation during the reporting period, and the total duration as a percent of the total source operating time during that reporting period.**

**(vi) A breakdown of the total duration of the deviations during the reporting period into those that are due to control equipment problems, process problems, other known causes, and other unknown causes.**

**(vii) A summary of the total duration of continuous monitoring system downtime during the reporting period, and the total duration of continuous monitoring system downtime as a percent of the total operating time of the CISWI ~~unit~~ at which the continuous monitoring system downtime occurred during that reporting period.**

**(viii) An identification of each parameter and pollutant that was monitored at the CISWI ~~unit~~.**

**(ix) A brief description of the CISWI ~~unit~~.**

**(x) A brief description of the continuous monitoring system.**

**(xi) The date of the latest continuous monitoring system certification or audit~~.~~; and**

**(xii) A description of any changes in continuous monitoring system, processes, or controls since the last reporting period.**

**(14) If there were periods during which the continuous monitoring system, including the CEMS, was not out of control as specified in subparagraph 5.5.11(cc)(15) of this Section, a statement that there were not periods during which the continuous monitoring system was out of control during the reporting period.**

**(15) A continuous monitoring system is out of control if any of the following occur.**

**(i) The zero (low-level), mid-level (if applicable), or high-level calibration drift exceeds two times the applicable calibration drift specification in the applicable performance specification or in the relevant standard.**

**(ii) The continuous monitoring system fails a performance test audit ( e.g., cylinder gas audit), relative accuracy audit, relative accuracy test audit, or linearity test audit.**

**(iii) The continuous opacity monitoring system calibration drift exceeds two times the limit in the applicable performance specification in the relevant standard.**

**(16) For energy recovery units, include the annual heat input and average annual heat input rate of all fuels being burned in the unit to verify which subcategory of energy recovery unit applies.**

**(dd) Reporting of deviations from the operating limits or the emission limitations.**

**(1) A deviation report shall be submitted if any recorded 3-hour average (30-day average for energy recovery units or for PM CPMS) parameter level is above the maximum operating limit or below the minimum operating limit established under this Part, if the bag leak detection system alarm sounds for more than 5 percent of the operating time for the 6-month reporting period, ~~or~~ if a performance test was conducted that deviated from any emission limitation, or if a 30-day average measured using a CEMS deviated from any emission limitation.**

**(2) The deviation report shall be submitted by August 1 of that year for data collected during the first half of the calendar year (January 1 to June 30), and by February 1 of the following year for data collected**

**during the second half of the calendar year (July 1 to December 31).**

**(3) In each report required under this paragraph, for any pollutant or parameter that deviated from the emission limitations or operating limits specified in this Part, include the items described in subdivisions (dd)(3)(i) through (iv) of this subparagraph below.**

**(i) The calendar dates and times the CISWI unit deviated from the emission limitations or operating limit requirements.**

**(ii) The averaged and recorded data for those dates.**

**(iii) Duration and causes of the following:**

**(A) Each deviation from the emission limitations or operating limits and corrective actions taken~~.~~: and**

**(B) Bypass events and corrective actions taken.**

**(iv) A copy of the operating limit monitoring data during each deviation and any test report that documents the emission levels.**

**(4) If all qualified operators are not accessible for 2 weeks or more, the two actions in subdivisions (dd)(4)(i) and (ii) of this subparagraph below shall be taken.**

**(i) Submit a notification of the deviation within 10 days that includes the three items in subdivisions (dd)(4)(i)(A) through (C) of this subparagraph below.**

**(A) A statement of what caused the deviation.**

**(B) A description of what actions are being taken to ensure that a qualified operator is accessible.**

**(C) The date when it is anticipated that a qualified operator will be available.**

**(ii) Submit a status report to the Director every 4 weeks that includes the three items in subdivisions (dd)(4)(ii)(A) through (C) of this subparagraph below.**

**(A) A description of what actions are being taken to ensure that a qualified operator is accessible.**

**(B) The date when it is anticipated that a qualified operator will be accessible.**

**(C) Request approval from the Director to continue operation of the CISWI ~~unit~~.**

**(iii) If the CISWI ~~unit~~ was shut down by the Administrator, under the provisions of subdivision 5.5.5(h)(2)(ii) of this Part, due to a failure to provide an accessible qualified operator, the owner or operator shall notify the Administrator that operations will resume once a qualified operator is accessible.**

**(ee) Notifications provided by 40 CFR, § 60.7 [as incorporated by reference under Part 13.2 Subpart A] shall be submitted.**

**(ff) If the owner or operator cease combusting solid waste but continue to operate, the owner or operator shall provide 30 days prior notice of the effective date of the waste-to-fuel switch, consistent with paragraph 5.5.9(a) of this Part. The notification must identify:**

**(1) The name of the owner or operator of the CISWI ~~unit~~, the location of the source, the emissions unit(s) that will cease burning solid waste, and the date of the notice;**

**(2) The currently applicable subcategory under this Part, and any 40 CFR part 63 subpart and subcategory that will be applicable after combusting solid waste is ceased;**

**(3) The fuel(s), non-waste material(s) and solid waste(s) the CISWI ~~unit~~ is currently combusting and has combusted over the past 6 months, and the fuel(s) or non-waste materials the unit will commence combusting;**

**(4) The date on which the unit became subject to the currently applicable emission limits;**

**(5) The date upon which the unit will cease combusting solid waste, and the date (if different) that the owner or operator intend for any new requirements to become applicable (i.e., the effective date of the waste-to-fuel switch), consistent with subparagraphs (ff)(2) and (3) of this paragraph.**

**(gg) Initial, annual, and deviation reports shall be submitted electronically or in paper format, postmarked on or before the submittal due dates. Beginning on April 16, 2021, or once the reporting form has been available in CEDRI for 1 year, whichever is later, subsequent reports shall be submitted on or before the submittal dates ~~Submit the reports~~ to the EPA via the Compliance and Emissions Data Reporting Interface (CEDRI). (CEDRI can be accessed through the EPA's Central Data Exchange (CDX) (*https://cdx.epa.gov/*).) Use the appropriate electronic report in CEDRI for this rule or an alternate electronic file format consistent with the extensible markup language (XML) schema listed on the CEDRI Web site (*https://www3.epa.gov/ttn/chief/cedri/index.html*)~~, once the XML schema is available~~. The date when forms become available in CEDRI will be posted on the CEDRI Web site. ~~If the reporting form specific to this rule is not available in CEDRI at the time that the report is due, submit the report to the Administrator at the appropriate address listed in 40 CFR, §60.4. Once the form has been available in CEDRI for 90 calendar days, the owner or operator shall begin submitting all subsequent reports via CEDRI.~~ The reports shall be submitted by the deadlines specified in this rule, regardless of the method in which the report is submitted.**

**(hh) Submit results of performance tests and CEMS performance evaluation tests as follows.**

**(1) Within 60 days after the date of completing each performance test following the procedure specified in either subdivision (hh)(1)(i) or (hh)(1)(ii) of this paragraph:**

**(i) For data collected using test methods supported by the EPA's Electronic Reporting Tool (ERT) as listed on the EPA's ERT Web site**

**(*https://www3.epa.gov/ttn/chief/ert/ert_info.html*) at the time of the test, the owner or operator shall submit the results of the performance test to the EPA via the CEDRI. (CEDRI can be accessed through the EPA's CDX (*https://cdx.epa.gov/*).) Performance test data shall be submitted in a file format generated through the use of the EPA's ERT or an alternate electronic file format consistent with the XML schema listed on the EPA's ERT Web site. If the owner or operator claim that some of the performance test information being submitted is confidential business information (CBI), the owner or operator shall submit a complete file generated through the use of the EPA's ERT or an alternate electronic file consistent with the XML schema listed on the EPA's ERT Web site, including information claimed to be CBI, on a compact disc, flash drive, or other commonly used electronic storage media to the EPA. The electronic media shall be clearly marked as CBI and mailed to U.S. EPA/OAQPS/CORE CBI Office, Attention: Group Leader, Measurement Policy Group, MD C404-02, 4930 Old Page Rd., Durham, NC 27703. The same ERT or alternate file with the CBI omitted shall be submitted to the EPA via the EPA's CDX as described earlier in this subparagraph; and**

**(ii) For data collected using test methods that are not supported by the EPA's ERT as listed on the EPA's ERT Web site at the time of the test, the owner or operator shall submit the results of the performance test to the Administrator at the appropriate address listed in 40 CFR, §60.4.**

**(2) Within 60 days after the date of completing each CEMS performance evaluation the owner or operator shall submit the results of the performance evaluation following the procedure specified in either subparagraph (hh)(1) or (hh)(2) of this paragraph:**

**(i) For performance evaluations of continuous monitoring systems measuring relative accuracy test audit (RATA) pollutants that are supported by the EPA's ERT as listed on the EPA's ERT Web site at the time of the evaluation, the owner or operator shall submit the results of the performance evaluation to the EPA via the CEDRI. (CEDRI can be accessed through the EPA's CDX.) Performance evaluation data shall be submitted in a file format generated through the use of the EPA's ERT or an**

**alternate file format consistent with the XML schema listed on the EPA's ERT Web site. If the owner or operator claim that some of the performance evaluation information being submitted is CBI, the owner or operator shall submit a complete file generated through the use of the EPA's ERT or an alternate electronic file consistent with the XML schema listed on the EPA's ERT Web site, including information claimed to be CBI, on a compact disc, flash drive, or other commonly used electronic storage media to the EPA. The electronic storage media shall be clearly marked as CBI and mailed to U.S. EPA/OAQPS/CORE CBI Office, Attention: Group Leader, Measurement Policy Group, MD C404-02, 4930_Old Page Rd., Durham, NC 27703. The same ERT or alternate file with the CBI omitted shall be submitted to the EPA via the EPA's CDX as described earlier in this subparagraph; and**

**(ii) For any performance evaluations of continuous monitoring systems measuring RATA pollutants that are not supported by the EPA's ERT as listed on the EPA's ERT Web site at the time of the evaluation, the owner or operator shall submit the results of the performance evaluation to the Administrator at the appropriate address listed in 40 CFR, §60.4.**

**(ii) If required to electronically submit a report through the Compliance and Emissions Data Reporting Interface (CEDRI) in the EPA's Central Data Exchange (CDX), and due to a planned or actual outage of either the EPA's CEDRI or CDX systems within the period of time beginning 5 business days prior to the date that the submission is due, the owner or operator shall be or are precluded from accessing CEDRI or CDX and submitting a required report within the time prescribed, the owner or operator may submit a claim of EPA system outage for failure to timely comply with the reporting requirement. Notification shall be submitted to the Administrator in writing as soon as possible following the date known, or through due diligence should have been known, that the event may cause or caused a delay in reporting. A written description shall be provided to the Administrator identifying the date, time and length for the outage, a rationale for attributing the delay in reporting beyond the regulatory deadline to the EPA system outage; describe the measures taken or to be taken to minimize the delay in reporting; and identify a date by which the owner or operator will propose to report, or if already met the reporting requirement at the time of the notification, the date**

reported. In any circumstance, the report shall be submitted electronically as soon as possible after the outage is resolved. The decision to accept the claim of EPA system outage and allow an extension to the reporting deadline is solely within the discretion of the Administrator.

(jj) If required to electronically submit a report through CEDRI in the EPA's CDX and a force majeure event is about to occur, occurs, or has occurred or there are lingering effects from such an event within the period of time beginning 5 business days prior to the date the submission is due, the owner or operator may assert a claim of force majeure for failure to timely comply with the reporting requirement. For the purposes of this Paragraph, a force majeure event is defined as an event that will be or has been caused by circumstances beyond the control of the affected facility, its contractors, or any entity controlled by the affected facility that prevents compliance with the requirement to submit a report electronically within the time period prescribed. Examples of such events are acts of nature (e.g. hurricanes, earthquakes, or floods), acts of war or terrorism, equipment failure or safety hazard beyond the control of the affected facility (e.g. large scale power outage). If intended to assert a claim of force majeure, a notification shall be submitted to the Administrator in writing as soon as possible following the date first known, or through due diligence should have been known, that the event may cause or caused a delay in reporting. The owner or operator shall provide to the Administrator a written description of the force majeure event and a rationale for attributing the delay in reporting beyond the regulatory deadline to the force majeure event; describe the measures taken or to be taken to minimize the delay in reporting; and identify a date by which the owner or operator will propose to report, or if already met the reporting requirement at the time of the notification, the date reported. In any circumstance, the reporting shall occur as soon as possible after the force majeure event occurs. The decision to accept the claim of force majeure and allow an extension to the reporting deadline is solely within the discretion of the Administrator.

~~(ii)~~ (kk) The Director may change the semiannual or annual reporting dates. Procedures for seeking approval to change

reporting dates are found in 40 CFR, § 60.19(c) [as incorporated by reference under Part 13.2 Subpart A].

(ll) If the owner or operator of a waste-burning kiln chooses to comply with the equivalent production-based mercury emission limit in Table 7, it shall also keep records of all data collected from the continuous flow rate monitoring system required by 40 CFR § 63.1350(n), all data collected from the clinker production monitoring system required by 40 CFR § 63.1350(d), and all calculated 30-operating day rolling average values derived from the mercury monitoring system. Units in the waste-burning kiln subcategory complying with the equivalent production-based mercury emission limit in Table 7 must also report all deviations from the equivalent production-based mercury emission limit in accordance with Paragraphs 5.5.11(a) through 5.5.11(dd) of this Section.

5.5.12 Major Source Operating Permits. Each CISWI and ~~air curtain incinerator~~ ACI subject to standards under this Part (excluding rules in Section 5.5.13 below) ~~unit~~ shall operate pursuant to the requirements of Part 3.9 by December 1, 2003.

5.5.13 Air Curtain Incinerators (ACIs).

(a) An ~~air curtain incinerator~~ ACI operates by forcefully projecting a curtain of air across an open chamber or open pit in which combustion occurs. Incinerators of this type can be constructed above or below ground and with or without refractory walls and floor. (Air curtain incinerators are not to be confused with conventional combustion devices with enclosed fireboxes and controlled air technology such as mass burn, modular, and fluidized bed combustors.)

(b) Air curtain incinerators that burn only the materials listed in subparagraphs (b)(1) through (3) of this paragraph below are only required to meet the requirements under this section.

(1) 100 percent wood waste.

(2) 100 percent clean lumber.

**(3) 100 percent mixture of only wood waste, clean lumber, and/or yard waste.**

**(c) For owners or operators planning to achieve compliance more than one year following the effective date of EPA's approval of ADEM Admin. Code R. 335-3-3-.05, the two increments of progress specified in subparagraphs (c)(1) and (2) of this paragraph below shall be met.**

**(1) Submit a final control plan no later than one year following the effective date of EPA's approval of ADEM Admin. Code R. 335-3-3-.05.**

**(2) Achieve final compliance no later than December 1, 2005.**

**(d) The owner or operator shall submit to the Director, notifications for achieving increments of progress. The notifications shall be postmarked no later than 10 business days after the compliance date for the increment. These notifications shall include the three items specified in subparagraphs (d)(1) through (3) of this paragraph below:**

**(1) Notification that the increment of progress has been achieved.**

**(2) Any items required to be submitted with each increment of progress.**

**(3) Signature of the owner or operator of the incinerator unit.**

**(e) If an owner or operator fails to meet an increment of progress, a notification to the Director shall be submitted and postmarked within 10 business days after the date for that increment of progress in paragraph (c) of this section above. The owner or operator shall inform the Director that the increment was not met, and reports shall be submitted each subsequent calendar month until the increment of progress is met.**

**(f) For the control plan increment of progress, the owner or operator shall satisfy the two requirements specified in subparagraphs (f)(1) and (2) of this paragraph below.**

**(1) Submit the final control plan, including a description of any devices for air pollution control and any process changes that will be used to comply with the emission limitations and other requirements of this paragraph.**

**(2) Maintain an onsite copy of the final control plan.**

**(g) For the final compliance increment of progress, the owner or operator shall complete all process changes and retrofit construction of control devices, as specified in the final control plan, so that, if the affected incinerator is brought online, all necessary process changes and air pollution control devices would operate as designed.**

**(h) Closing and restarting an air curtain incinerator.**

**(1) If the incinerator is closed but will be restarted prior to the final compliance date of December 1, 2005, the increments of progress specified in paragraph (c) of this section shall be met.**

**(2) If the incinerator is to restart after the final compliance date, the owner or operator shall complete emission control retrofits and meet the emission limitations on the date the incinerator restarts operation.**

**(i) Permanent closure of an air curtain incinerator. If the owner or operator plans to close the incinerator rather than comply with this Part, submit a closure notification, including the date of closure, to the Director within 90 days after EPA approval of ADEM Admin. Code R. 335-3-3-.05.**

**(j) Emission limitations for air curtain incinerators.**

**(1) After the date the initial stack test is required or completed (whichever is earlier), the owner or operator shall meet the limitations in subdivisions (j)(1)(i) and (ii) of this subparagraph below.**

> **(i) Maintain opacity to less than or equal to 10 percent opacity (as determined by the average of three 1-hour blocks consisting of ten 6-minute average opacity values), except as described in subparagraph (j)(1)(ii) of this paragraph below.**

**(ii) Maintain opacity to less than or equal to 35 percent opacity (as determined by the average of three 1-hour blocks consisting of ten 6-minute average opacity values) during the startup period that is within the first 30 minutes of operation.**

**(k) Monitoring opacity for air curtain incinerators.**

**(1) Use Method 9 of 40 CFR 60, Appendix A to determine compliance with the opacity limitation.**

**(2) Conduct an initial test for opacity as specified in 40 CFR, § 60.8 no later than 180 days after the final compliance date.**

**(3) After the initial test for opacity, conduct annual tests no more than 12 calendar months following the date of the previous test.**

**(l) Recordkeeping and reporting requirements for air curtain incinerators.**

**(1) Keep records of results of all initial and annual opacity tests onsite in either paper copy or electronic format, unless the Director approves another format, for at least 5 years.**

**(2) Make all records available for submittal to the Director or for an inspector's onsite review.**

**(3) Submit an initial report no later than 60 days following the initial opacity test that includes the information specified in subdivisions (l)(3)(i) and (ii) of this subparagraph below.**

**(i) The types of materials planned to be combusted in the air curtain incinerator.**

**(ii) The results (as determined by the average of three 1-hour blocks consisting of ten 6-minute average opacity values) of the initial opacity tests.**

**(4) Submit annual opacity test results within 12 months following the previous report.**

**(5) Submit initial and annual opacity test reports as electronic or paper copy on or before the applicable submittal date and keep a copy onsite for a period of 5 years.**

**TABLE 1. EMISSION LIMITS FOR INCINERATORS THAT COMMENCED CONSTRUCTION ON OR BEFORE NOVEMBER 30, 1999, AND WERE NOT MODIFIED OR RECONSTRUCTED AFTER JUNE 1, 2001**

| Pollutant | Units (7 percent oxygen, dry basis, except opacity) | Averaging Time | Compliance Method 40 CFR 60 Appendix A |
|---|---|---|---|
| Cadmium | 0.004 Milligrams per dry standard cubic meter | 3-run average (1 hour minimum sample time per run) | Method 29 |
| Carbon Monoxide | 157 Parts per million by dry volume | 3-run average (1 hour minimum sample time per run) | Methods 10, 10A, or 10B |
| Dioxins/furans (toxic equivalency | 0.41 Nanograms per dry standard cubic meter. | 3-run average (1 hour minimum sample time per run) | Method 23 |
| Hydrogen Chloride | 62 Parts per million by dry volume | 3-run average (For Method 26, collect a minimum volume of 120 liters per run. For Method 26A, collect a minimum volume of 1 dry standard cubic meter per run). | Method 26 OR 26A |
| Lead | 0.04 Milligrams per dry standard cubic meter | 3-run average (1 hour minimum sample time per run) | Method 29 |
| Mercury | 0.47 Milligrams per dry standard cubic meter | 3-run average (1 hour minimum sample time per run) | Method 29 or 30B or ASTM D6784-02 (Reapproved 2008) |
| Nitrogen Oxides | 388 Parts per million by dry volume | 3-run average (1 hour minimum sample time per run) | Methods 7 or 7E |
| Particulate Matter | 70 Milligrams per dry standard cubic meter | 3-run average (1 hour minimum sample time per run) | Method 5 or 29 |

| | | | |
|---|---|---|---|
| Sulfur Dioxide | 20 Parts per million by dry volume | 3-run average (1 hour minimum sample time per run) | Method 6 or 6c |
| Opacity | 10 Percent | Three 1-hour blocks consisting of ten 6-minute averages—opacity values | Method 9 |

**TABLE 2. OPERATING LIMITS FOR WET SCRUBBERS**

| For these operating parameters | Establish these operating limits | And Monitor Using These Minimum Frequencies | | |
|---|---|---|---|---|
| | | Data Measurement | Data Recording | Averaging Time (Calculated each hour as the average of the previous 3 operating hours.) |
| Charge rate. | Maximum charge rate. | Continuous | Every hour | Daily (batch units).<br>3-hour rolling (continuous and intermittent units). |
| Pressure drop across the wet scrubber or amperage to wet scrubber. | Minimum pressure drop or amperage. | Continuous | Every 15 minutes | 3-hour rolling. |
| Scrubber liquor flow rate. | Minimum flow rate. | Continuous | Every 15 minutes | 3-hour rolling. |
| Scrubber liquor pH. | Minimum pH. | Continuous | Every 15 minutes | 3-hour rolling. |

**TABLE 3. TOXIC EQUIVALENCY FACTORS**

| Dioxin/Furan Isomer | Toxic Equivalency |
|---|---|
| 2,3,7,8-tetrachlorinated dibenzo-p-dioxin | 1 |
| 1,2,3,7,8- pentachlorinated dibenzo-p-dioxin | 0.5 |
| 1,2,3,4,7,8-hexachlorinated dibenzo-p-dioxin | 0.1 |
| 1,2,3,7,8,9-hexachlorinated dibenzo-p-dioxin | 0.1 |
| 1,2,3,6,7,8-hexachlorinated dibenzo-p-dioxin | 0.1 |
| 1,2,3,4,6,7,8-heptachlorinated dibenzo-p-dioxin | 0.01 |
| octachlorinated dibenzo-p-dioxin | 0.001 |
| 2,3,7,8-tetrachlorinated dibenzofuran | 0.1 |
| 2,3,4,7,8-pentachlorinated dibenzofuran | 0.5 |
| 1,2,3,7,8-pentachlorinated dibenzofuran | 0.05 |
| 1,2,3,4,7,8-hexachlorinated dibenzofuran | 0.1 |
| 1,2,3,6,7,8-hexachlorinated dibenzofuran | 0.1 |
| 1,2,3,7,8,9-hexachlorinated dibenzofuran | 0.1 |
| 2,3,4,6,7,8-hexachlorinated dibenzofuran | 0.1 |
| 1,2,3,4,6,7,8-heptachlorinated dibenzofuran | 0.01 |
| 1,2,3,4,7,8,9-heptachlorinated dibenzofuran | 0.01 |
| octachlorinated dibenzofuran | 0.001 |

**TABLE 4. REPORTING REQUIREMENTS**

| Report | Due Date | Contents | Reference Part 5.5 |
|---|---|---|---|
| Waste Management Plan | No later than the date specified for submittal of the | • Waste Management Plan. | 5.5.11(z) |
| | | | |
| Initial Test Report | No later than 60 days following the initial performance test. | • Complete test report for the initial performance test.<br>• The values for the site-specific operating limits.<br>• Installation of bag leak detection systems for fabric filters. | 5.5.11(aa) |

| | | | |
|---|---|---|---|
| **Annual Report** | **No later than 12 months following the submission of the initial test report.**<br><br>**Subsequent reports are to be submitted no more than 12 months following the previous report.** | • **Name and address.**<br>• **Statement and signature by responsible official.**<br>• **Date of report.**<br>• **Values for the operating limits.**<br>• **Highest recorded 3-hour average and the lowest recorded 3-hour average as applicable, (or 30-day average, if applicable), for each operating parameter recorded for the calendar year being reported.**<br>• **If a performance test was conducted during the reporting period, the results of the test.**<br>• **If a performance test was not conducted during the reporting period, a statement that the requirements of (9)(aa) were met.**<br>• **Documentation of periods when all qualified CISWI ~~unit~~ operators were unavailable for more than 8 hours but less than 2 weeks.**<br>• **If performance tests are being conducted once every 3 years consistent with 5.5.9(aa), the date of the last 2 performance tests, a comparison of the emission level achieved in the last 2 performance tests to the 75 percent emission limit threshold required in 5.5.9(aa) and a statement as to whether there have been any operational changes since the last performance test that could increase emissions.** | **5.5.11(bb)& (cc)** |

**TABLE 4. REPORTING REQUIREMENTS CONT'D**

| Report | Due Date | Contents | Reference 335-3-.05 |
|---|---|---|---|
| Emission Limitation or Operating Limit Deviation Report | By August 1 of that year for data collected during the first half of the calendar year.<br><br>By February 1 of the following year for data collected during the second half of the calendar year. | • Dates and times of deviations.<br>• Averaged and recorded data for these dates.<br>• Duration and causes for each deviation and the corrective actions taken.<br>• Copy of operating limit monitoring data and any test reports.<br>• Dates, times, and causes for monitor downtime incidents. | 5.5.11(t)(1)-(3) |
| Qualified Operator Deviation Notification. | Within 10 days of deviation. | • Statement of cause of deviation.<br>• Description of efforts to have an accessible qualified operator.<br>• The date a qualified operator will be accessible. | 5.5.11(dd)(4)(i) |
| | | | |
| Qualified Operator Deviation Status Report. | Every 4 weeks following deviation. | • Description of efforts to have an accessible qualified operator.<br>• The date a qualified operator will be accessible.<br>• Request for approval to continue operation. | 5.5.11(dd)(4)(ii) |
| | | | |
| Qualified operator Deviation Notification of Resumed Operation. | Prior to resuming operation. | •Notification that operation will resume. | 5.5.11(dd)(4)(iii) |

**TABLE 5. EMISSION LIMITS FOR INCINERATORS THAT COMMENCED CONSTRUCTION AFTER NOVEMBER 30, 1999, BUT NO LATER THAN JUNE**

**4, 2010, OR COMMENCED MODIFICATION OR RECONSTRUCTION AFTER JUNE 1, 2001 BUT NO LATER THAN AUGUST 7, 2013**

| **Pollutant** | **Emission Limitation** | **Averaging Time** | **Compliance Method 40 CFR 60 Appendix A** |
|---|---|---|---|
| Cadmium | 0.0026 Milligrams per dry standard cubic meter | 3-run average (collect a minimum volume of 2 dry standard cubic meters) | Method 29 (Use ICPMS for the analytical finish. |
| Carbon Monoxide | 17 Parts per million dry volume | 3-run average (1 hour minimum sample time per run) | Methods 10 |
| Dioxins/furans (toxic mass basis) | 4.6 Nanograms per dry standard cubic meter | 3-run average (collect a minimum volume of 2 dry standard cubic meters) | Method 23 |
| Dioxins/furans (toxic equivalency basis) | 0.13 Nanograms per dry standard cubic meter | 3-run average (collect a minimum volume of 2 dry standard cubic meters) | Method 23 |
| Hydrogen Chloride | 29 Parts per million dry volume | 3-run average (For Method 26, collect a minimum volume of 60 liters per run. For Method 26A, collect a minimum volume of 1 dry standard cubic meter per run) | Method 26 or 26A |

| | | | |
|---|---|---|---|
| Lead | 0.015 Milligrams per dry standard cubic meter | 3-run average (collect a minimum volume of 2 dry standard cubic meters) | Method 29 (Use ICPMS for the analytical finish. |
| Mercury | 0.0048 Milligrams per dry standard cubic meter | 3-run average (For Method 29 an ASTM D6784-02 (Reapproved 2008), collect a minimum volume of 2 dry standard cubic meters. For Method 30B, collect a minimum sample as specified in Method 30B) | Method 29 or 30B or ASTM D6784-02 (Reapproved 2008) |
| Nitrogen Oxides | 53 Parts per million dry volume | 3-run average (for Method 7E, 1 hour minimum sample time per run) | Methods 7 or 7E |
| Particulate Matter | 34 Milligrams per dry standard cubic meter | 3-run average (collect a minimum volume of 1 dry standard cubic meter) | Method 5 or 29 |
| Sulfur Dioxide | 11 Parts per million by dry volume | 3-run average (1 hour minimum sample time per run) | Method 6 or 6c |
| Fugitive ash | Visible emissions for no more than 5% of the hourly observation period | Three 1-hour observation periods | Method 22 (Visible emission test) |

**TABLE 6. EMISSION LIMITS FOR ENERGY RECOVERY UNITS THAT COMMENCED CONSTRUCTION ON OR BEFORE JUNE 4, 2010, OR THAT COMMENCED RECONSTRUCTION OR MODIFICATION AFTER JUNE 4, 2010 BUT NO LATER THAN AUGUST 7, 2013**

| **Pollutant** | **Emission Limit (Liquid/Gas)** | **Emission Limit (Solids)** | **Averaging Time** | **Compliance Method 40 CFR 60 Appendix A** |
|---|---|---|---|---|
| Cadmium | 0.023 Milligrams per dry standard cubic meter | Biomass—0.0014 milligrams per dry standard cubic meter. Coal—0. 0017 milligrams per dry standard cubic meter. | 3-run average (collect a minimum volume of 2 dry standard cubic meters) | Method 29 (Use ICPMS for the analytical finish.) |
| Carbon Monoxide | 35 Parts per million dry volume | Biomass—260 parts per million dry volume Coal—95 parts per million dry volume | 3-run average (1 hour minimum sample time per run) | Methods 10 |
| Dioxins/furans (total mass basis) | 2.9 nanograms per dry standard cubic meter | Biomass—0.52 nanograms per dry standard cubic meter. Coal—5.1 nanograms per dry standard cubic meter. | 3-run average (collect a minimum volume of 4 dry standard cubic meter) | Method 23 |
| Dioxins/furans (toxic equivalency basis) | 0.32 Nanograms per dry standard cubic meter | Biomass—0.12 nanograms per dry standard cubic meter Coal—0.075 nanograms per dry standard cubic meter. | 3-run average (collect a minimum volume of 4 dry standard cubic meters | Method 23 |

| | | | | |
|---|---|---|---|---|
| Hydrogen Chloride | 14 Parts per million by dry volume | Biomass—0.20 parts per million dry volume Coal—58 parts per million dry volume | 3-run average (for Method 26, collect a minimum of 120 liters; for Method 26A, collect a minimum volume of 1 dry standard cubic meter) | Method 26 or 26A |

| | | | | |
|---|---|---|---|---|
| Lead | 0.096 Milligrams per dry standard cubic meter | Biomass—0.014 milligrams per dry standard cubic meter. Coal—0.057 milligrams per dry standard cubic meter. | 3-run average (collect a minimum volume of 2 dry standard cubic meters) | Method 29 (Use ICPMS for the analytical finish. |
| Mercury | 0.0024 Milligrams per dry standard cubic meter | Biomass—0.0022 milligrams per dry standard cubic meter Coal—0.013 milligrams per dry standard cubic meter | 3-run average (For Method 29 and ASTM D6784-02 (Reapproved 2008) d, collect a minimum volume of 2 dry standard cubic meters per run. For Method 30B, collect a minimum sample as specified in Method 30B. | Method 29 or 30B or ASTM D6784-02 (Reapproved 2008) |
| Nitrogen Oxides | 76 Parts per million dry volume | Biomass—290 parts per million dry volume Coal 460 parts per million dry volume | 3-run average (for Method 7E, 1 hour minimum sample time per run) | Methods 7 or 7E |

| | | | | |
|---|---|---|---|---|
| Particulate Matter Filterable | 110 milligrams per dry standard cubic meter | Biomass—11 milligrams per dry standard cubic meter Coal - 130 milligrams per dry standard cubic meter | 3-run average (collect a minimum volume of 1 dry standard cubic meter) | Method 5 or 29 if the unit has an annual average heat input rate less than or equal to 250 MMBtu/hr; or PM CPMS (as specified in § 60.2710(x)) if the unit has an annual average heat input rate greater than 250 MMBtu/hr. |
| Sulfur Dioxide | 720 Parts per million dry volume | Biomass—7.3 parts per million dry volume Coal 850 parts per million dry volume | 3-run average (1 hour minimum sample time per run) | Method 6 or 6c |

| | | | | |
|---|---|---|---|---|
| Fugitive ash | Visible emissions for no more than 5 percent of the hourly observation period | Visible emissions for no more than 5 percent of the hourly observation period | Three 1-hour observation periods | Method 22 (Visible emission test) |

**TABLE 7. EMISSION LIMITS FOR WASTE-BURNING KILNS THAT COMMENCED CONSTRUCTION ON OR BEFORE JUNE 4, 2010, OR THAT COMMENCED RECONSTRUCTION OR MODIFICATION AFTER JUNE 4,**

**2010 BUT NO LATER THAN AUGUST 7, 2013**

| **Pollutant** | **Emission Limitation** | **Averaging Time** | **Compliance Method 40 CFR 60 Appendix A** |
|---|---|---|---|
| Cadmium | 0.0014 Milligrams per dry standard cubic meter | 3-run average (collect a minimum volume of 2 dry standard cubic meters) | Method 29 |

| | | | |
|---|---|---|---|
| Carbon Monoxide | 110 (long kilns)/790 (preheater/precalciner) parts per million dry volume | 3-run average (1 hour minimum sample time per run) | Method 10 |
| Dioxins/furans (total mass basis) | 1.3 Nanograms per dry standard cubic meter. | 3-run average (collect a minimum volume of 4 dry standard cubic meters) | Method 23 |
| Dioxins/furans (toxic equivalency basis) | 0.075 Nanograms per dry standard cubic meter | 3-run average (collect a minimum volume of 4 dry standard cubic meters) | Method 23 |
| Hydrogen Chloride | 3.0 Parts per million by dry volume | 3-run average (collect a minimum volume of 1 dry standard cubic meter) or 30-day rolling average if HCl CEMS is being used | If a wet scrubber or dry scrubber is used, ~~P~~ performance test (Method 321 at 40 CFR part 63, appendix A of this part). ~~or HCl CEMS i~~If a wet scrubber or dry scrubber is not used, HCl CEMS, as specified in ~~§60.2710(j)~~ 5.5.9(j) |
| Lead | 0.014 Milligrams per dry standard cubic meter | 3-run average (collect a minimum volume of 2 dry standard cubic meters) | Method 29 |

| | | | |
|---|---|---|---|
| Mercury | 0.011 Milligrams per dry standard cubic meter<br>OR<br>58 Pounds per Million Tons of Clinker * | 30-day rolling average | Mercury CEMS or sorbent trap integrated monitoring system (performance specification 12A or 12B, respectively, of appendix B and procedure 5 of appendix F of 40 CFR 60.) |

| | | | |
|---|---|---|---|
| Nitrogen Oxides | 630 Parts per million by dry volume | 3-run average (for Method | Methods 7 or 7E |
| Particulate Matter Filterable | 13.5 Milligrams per dry standard cubic meter | 30-day rolling average | PM CPMS (as specified in 60.2710(x)) |
| Sulfur Dioxide | 600 Parts per million by dry volume | 3-run average (for Method 6, collect a minimum of 20 liters; for Method 6C, 1 hour minimum sample time per run) | Method 6 or 6c |

*** Equivalent Production Based Limit – See Paragraphs 5.5.8(g), 5.5.9(ee), 5.5.10(~~u~~ v), and 5.5.11(~~jj~~ ll) for additional requirements.**

**TABLE 8. EMISSION LIMITS FOR SMALL, REMOTE INCINERATORS THAT COMMENCED CONSTRUCTION ON OR BEFORE JUNE 4, 2010, OR THAT COMMENCED RECONSTRUCTION OR MODIFICATION AFTER JUNE 4, 2010 BUT NO LATER THAN AUGUST 7, 2013**

| **Pollutant** | **Units (7 percent oxygen, dry basis, except opacity)** | **Averaging Time** | **Compliance Method 40 CFR 60** |
|---|---|---|---|
| Cadmium | 0.95 milligrams per dry standard cubic meter | 3-run average (collect a minimum volume of 1 dry standard cubic meters per run) | Method 29 |
| Carbon Monoxide | 64 parts per million dry volume | 3-run average (1 hour minimum sample time per run) | Methods 10 |
| Dioxins/furans (total mass basis) | 4,400 nanograms per dry standard cubic meter b | 3-run average (collect a minimum volume of 1 dry standard cubic meters per run) | Method 23 |

| | | | |
|---|---|---|---|
| Dioxins/furans (toxic equivalency basis) | 180 nanograms per dry standard cubic meter b | 3-run average (collect a minimum volume of 1 dry standard cubic meters) | Method 23 |

| | | | |
|---|---|---|---|
| Hydrogen Chloride | 300 parts per million dry volume | 3-run average (For Method 26, collect a minimum volume of 120 liters per run. For Method 26A, collect a minimum volume of 1 dry standard cubic meter per run) | Method 26 or 26A |
| Lead | 2.1 milligrams per dry standard cubic meter | 3-run average (collect a minimum volume of 1 dry standard cubic meters) | Method 29 (Use ICPMS for the analytical finish. |
| Mercury | 0.0053 milligrams per dry standard cubic meter | 3-run average (For Method 29 and ASTM D6784-02 (Reapproved 2008), collect a minimum volume of 2 dry standard cubic meters per run. For Method 30B, collect a minimum sample as specified in Method 30B at 40 CFR part 60, appendix A) | Method 29 or 30B or ASTM D6784-02 (Reapproved 2008) |
| Nitrogen Oxides | 190 parts per million dry volume | 3-run average (for Method 7E, 1 hour minimum sample time per run) | Methods 7 or 7E |
| Particulate Matter (Filterable) | 270 milligrams per dry standard cubic meter | 3-run average (collect a minimum volume of 1 dry standard cubic meters) | Method 5 or 29 |
| Sulfur Dioxide | 150 parts per million dry volume | 3-run average (for Method 6, collect a minimum of 20 liters per run; for Method 6C, 1 hour minimum sample time per run) | Method 6 or 6c |

| | | | |
|---|---|---|---|
| Fugitive Ash | Visible emissions for no more than 5 percent of the hourly observation period | Three 1-hour observation periods | Method 22 (Visible emissions test) |

**CHAPTER 13. STANDARDS OF PERFORMANCE FOR NEW STATIONARY SOURCES (Amended August 24, 2017)**

**13.1 General.**

**13.1.1 The Environmental Protection Agency Regulations, and the appendices applicable thereto, governing Standards of Performance for New Stationary Sources (40 CFR Part 60, and Appendices) designated in Part 13.2 are incorporated by reference as they exist in 40 CFR 60 (July 1, ~~2016~~ 2021),~~and 81 FR 44212 [07/07/2016, amendments to Subpart IIII], 81 FR 45232 [07/13/2016, amendments to Subpart Ja], 81 FR 59332 [08/29/2016, amendments to Subpart XXX], and 81 FR 59800 [08/30/2016, amendments to Subparts A, JJJJ, and Appendix A]~~ as amended by the word or phrase substitutions given in Part 13.3. References for specific documents containing the complete text of subject regulations are given in Appendix A to these regulations. (Amended , 2022)**

**[NOTE: The standards pertaining to the Consolidated Federal Air Rule are located in Chapter 15.]**

**CHAPTER 14. EMISSIONS STANDARDS FOR HAZARDOUS AIR POLLUTANTS (Amended August 24, 2017)**

**14.1 General.**

**14.1.1 The Environmental Protection Agency Regulations, and the Appendices applicable thereto, governing Hazardous Air Pollutants, 40 CFR, Part 61 and Appendices designated in Part 14.2 and 40 CFR Part 63, and Appendices designated in Part 14.5 are incorporated by reference as they exist in 40 CFR Part 61 (July 1, ~~2016~~ 2021), ~~and 81 FR 59800 [08/30/2016, amendments to Subparts A and Appendix B],~~ and 40 CFR Part 63 (July 1, ~~2016~~ 2021), ~~and 81 FR 45232 [07/13/2016, amendments to Subparts CC and UUU], 81 FR 48356 [07/25/2016, amendments to Subpart LLL], 81 FR 51114 [08/03/2016, amendments to Subpart GG], 81 FR 52348 [08/08/2016, amendments to Appendix B], and 81 FR 59800 [08/30/2016, amendments to Subpart A and Appendix A],~~ as amended by the word or phrase substitutions given in Part 14.3. References for specific documents containing the complete text of subject regulations are given in Appendix A to these Regulations. (Amended _____, 2022)**

**[NOTE: The standards pertaining to the Consolidated Federal Air Rule are located in Chapter 15.]**

**CHAPTER 18. CONTROL OF MUNICIPAL SOLID WASTE LANDFILL GAS EMISSIONS (Amended August 24, 2017)**

**18.1 Definitions. For the purposes of this Chapter and Part 13.2 Subpart WWW and Subpart XXX only, the following words and phrases, unless a different meaning is plainly required by the content, shall have the following meanings.**

**"Controlled landfill" means any landfill at which collection and control systems are required under this Chapter as a result of the nonmethane organic compounds emission rate. The landfill is considered controlled at the time a collection and control system design plan is submitted in compliance with Subdivision 18.3.1(~~b~~ d)(2)(i).(Amended ,2022)**

**18.3.2 Operational Standards for Collection and Control Systems. (Amended , 2022)**

**~~Each owner or operator with an~~ For an MSW landfill with a gas collection and control system used to comply with the provisions of Paragraphs 18.3.1 (a) and (b) of this Part ~~shall:~~ , the owner or operator of an MSW landfill shall operate the gas collection and control system in accordance with the operational standards in this Section (as well as the provisions in Sections 18.3.4 and 18.3.5), or the operational standards in 40 CFR § 63.1958, as incorporated by reference under Part 14.5 Subpart AAAA (as well as the provisions in 40 CFR §§ 63.1960 and 63.1961, as incorporated by reference under Part 14.5 Subpart AAAA), or both as alternative means of compliance. Once the owner or operator begins to comply with the provisions of 40 CFR § 63.1958, as incorporated by reference under Part 14.5 Subpart AAAA, the owner or operator shall continue to operate the collection and control device according to those provisions and cannot return to the provisions of this Part. Each owner or operator of an MSW landfill with a gas collection**

**and control system used to comply with Paragraphs 18.3.1 (a) and (b) of this Part shall:**

**(a) Operate the collection system such that gas is collected from each area, cell, or group of cells in the MSW landfill in which solid waste has been in place for:**

**(1) 5 years or more if active; or**

**(2) 2 years or more if closed or at final grade;**

**(b) Operate the collection system with negative pressure at each wellhead except under the following conditions:**

**(1) a fire or increased well temperature. The owner or operator shall record instances when positive pressure occurs in efforts to avoid a fire. These records shall be submitted with the annual reports as provided in Paragraph 18.3.6(g) of this Part;**

**(2) use of a geomembrane or synthetic cover. The owner or operator shall develop acceptable pressure limits in the design plan;**

**(3) a decommissioned well. A well may experience a static positive pressure after shut down to accommodate for declining flows. All design changes shall be approved by the Director as specified in Paragraph 18.3.6(c) of this Part.**

**(c) Operate each interior wellhead in the collection system with a landfill gas temperature less**

**than 55°C (131°F). The owner or operator may establish a higher operating temperature value at a particular well. A higher operating value demonstration shall be submitted to the Director for approval and shall include supporting data demonstrating that the elevated parameter neither causes fires nor significantly inhibits anaerobic decomposition by killing methanogens. The demonstration shall satisfy both criteria in order to be approved (i.e., neither causing fires nor killing methanogens is acceptable).**

**(d) Operate the collection system so that the methane concentration is less than 500 parts per million above background at the surface of the landfill. To determine if this level is exceeded, the owner or operator shall conduct surface testing using an organic vapor analyzer, flame ionization detector, or other portable monitor meeting the specifications provided in Paragraph 18.3.4(d) of this Part. The owner or operator shall conduct surface testing around the perimeter of the collection area and along a pattern that traverses the landfill at no more than 30 meter intervals and where visual observations indicate elevated concentrations of landfill gas, such as distressed vegetation and cracks or seeps in the cover and all cover penetrations. Thus the owner or operator shall monitor any openings that are within an area of the landfill where waste has been placed and a gas collection system is required. The owner or operator shall establish an alternative traversing pattern that ensures equivalent coverage. A surface monitoring design plan shall be developed that includes a topographical map with the monitoring route and the rationale for any site-specific deviations from the 30 meter intervals. Areas with steep slopes or other dangerous areas may be excluded from the surface testing.**

**(e) Operate the system such that all collected gases are vented to a control system designed and operated in compliance with Paragraph 18.3.1(b) of this Part. In the event the collection or control system is inoperable, the gas mover system shall be shut down and all valves in the collection and control system contributing to venting of**

**the gas to the atmosphere shall be closed within 1 hour of the collection or control system not operating.**

**(f) Operate the control system at all times when the collected gas is routed to the system.**

**(g) If monitoring demonstrates that the operational requirement in Paragraphs (b),(c), or (d) of this section are not met, corrective action shall be taken as specified in Subparagraphs 18.3.4(a)(3) and (5) or Paragraph 18.3.4(c) of this Part. If corrective actions are taken as specified in Section 18.3.4 of this Part, the monitored exceedance is not a violation of the operational requirements in this Paragraph.**

**18.3.4 Compliance Provisions. (Amended , 2022)**

**For an MSW landfill with a gas collection and control system used to comply with the provisions of Paragraphs 18.3.1 (a) and (b) of this Part, the owner or operator shall operate the gas collection and control system in accordance with the compliance provisions in this Section (as well as the provisions in Sections 18.3.2 and 18.3.5 of this Part), or the compliance provisions in 40 CFR § 63.1960, as incorporated by reference under Part 14.5 Subpart AAAA (as well as the provisions in 40 CFR §§ 63.1958 and 63.1961, as incorporated by reference under Part 14.5 Subpart AAAA), or both as alternative means of compliance. For a MSW landfill with a gas collection and control system used to comply with Paragraphs 18.3.1(a) and 18.3.1(b) of this Part, once the owner or operator begins to comply with the provisions of 40 CFR § 63.1960, as incorporated by reference under Part 14.5 Subpart AAAA, the owner or operator shall continue to operate the collection and control device according to those provisions and cannot return to the provisions of this Section.**

**(a) Except as provided in Subparagraph 18.3.6(c)(2) of this Part, the specified methods in Subparagraphs (a)(1)**

**through (a)(6) of this Paragraph shall be used to determine whether the gas collection system is in compliance with Subdivision 18.3.1(b)(2)(ii) of this Part.**

**(1) For the purposes of calculating the maximum expected gas generation flow rate from the landfill to determine compliance with Subdivision 18.3.1(a)(2)(i) of this Part, one of the following equations shall be used. The k and $L_o$ kinetic factors should be those published in the most recent Compilation of Air Pollutant Emission Factors (AP-42) or other site specific values demonstrated to be appropriate and approved by the Director. If k has been determined as specified in Subparagraph 18.3.3(a)(4) of this Part, the value of k determined from the test shall be used. A value of no more than 15 years shall be used for the intended use period of the gas mover equipment. The active life of the landfill is the age of the landfill plus the estimated number of years until closure.**

**(i) For sites with unknown year-to-year solid waste acceptance rate:**

$$Q_m = 2L_oR(e^{-kc} - e^{-kt})$$

**where,**

**$Q_m$ = maximum expected gas generation flow rate, cubic meters per year**

**$L_o$ = methane generation potential, cubic meters per megagram solid waste**

**R = average annual acceptance rate, megagrams per year**

**k = methane generation rate constant, year$^{-1}$**

**t = age of the landfill at equipment installation plus the time the owner or operator intends to use the gas mover equipment or active life of the landfill, whichever is less. If the equipment is installed after closure, t is the age of the landfill at installation, years**

**c = time since closure, years (for an active landfill c = 0 and $e^{-kc}$ = 1)**

**(ii) For sites with known year-to-year solid waste acceptance rate:**

$$Q_m = \sum_{i=1}^{n} 2kL_oM_i(e^{-kti})$$

**where,**

**$Q_m$ = maximum expected gas generation flow rate, cubic meters per year**

**k = methane generation rate constant, year$^{-1}$**

**$L_o$ = methane generation potential, cubic meters per megagram solid waste**

**$M_i$ = mass of solid waste in the $i^{th}$ section, megagrams**

**$t_i$ = age of the $i^{th}$ section, years**

**(iii) If a collection and control system has been installed, actual flow data may be used to project the maximum expected gas generation flow rate instead of, or in conjunction with, the equations in Subdivisions (a)(1)(i) and (ii) of this Paragraph. If the landfill is still accepting waste, the actual measured flow data will not equal the maximum expected gas generation rate, so calculations using the equations in Subdivisions (a)(1)(i) or (ii) or other methods shall be used to predict the maximum expected gas generation rate over the intended period of use of the gas control system equipment.**

**(2) For the purposes of determining sufficient density of gas collectors for compliance with Subdivision 18.3.1(a)(2)(ii) of this Part, the owner or operator shall design a system of vertical wells, horizontal collectors, or other collection devices, satisfactory to the Director, capable of controlling and extracting gas from all portions of the landfill sufficient to meet all operational and performance standards.**

**(3) For the purpose of demonstrating whether the gas collection system flow rate is sufficient to determine compliance with Subdivision 18.3.1(a)(2)(iii) of this Part, the owner or operator shall measure gauge pressure in the gas collection header at each individual well, monthly. If a positive pressure exists, action shall be initiated to correct the exceedance within 5 calendar days, except for the three conditions allowed under Paragraph 18.3.2(b) of this Part. Any attempted corrective measure shall not cause exceedances of other operational or performance standards.**

**(i) If negative pressure cannot be achieved without excess air infiltration within 15 calendar days of the first measurement of positive pressure, the owner or operator shall conduct a root**

**cause analysis and correct the exceedance as soon as practicable, but not later than 60 days after positive pressure was first measured. The owner or operator shall keep records according to Subparagraph 18.3.7(e)(3) of this Part.**

**(ii) If corrective actions cannot be fully implemented within 60 days following the positive pressure measurement for which the root cause analysis was required, the owner or operator shall also conduct a corrective action analysis and develop an implementation schedule to complete the corrective action(s) as soon as practicable, but no more than 120 days following the positive pressure measurement. The owner or operator shall submit the items listed in subparagraph 18.3.6(g)(7) of this Part as part of the next annual report. The owner or operator shall keep records according to Subparagraph 18.3.7(e)(4) of this Part.**

**(iii) If corrective action is expected to take longer than 120 days to complete after the initial exceedance, the owner or operator shall submit the root cause analysis, corrective action analysis, and corresponding implementation timeline to the Director, according to Subparagraph 18.3.6(g)(7) and Paragraph 18.3.6(j) of this Part. The owner or operator shall keep records according to Subparagraph 18.3.7(e)(5) of this Part.**

**(4) Reserved.**

**(5) For the purpose of identifying whether excess air infiltration into the landfill is occurring, the owner or operator shall monitor each well monthly for temperature as provided in Paragraph 18.3.2(c) of this Part. If a well exceeds the operating parameters for temperature, action shall be initiated to correct the exceedance within 5 calendar days. Any attempted corrective measure shall not**

**cause exceedances of other operational or performance standards.**

**(i) If a landfill gas temperature less than 55 degrees Celsius (131 degrees Fahrenheit) cannot be achieved within 15 calendar days of the first measurement of landfill gas temperature greater than 55 degrees Celsius (131 degrees Fahrenheit), the owner or operator shall conduct a root cause analysis and correct the exceedance as soon as practicable, but no later than 60 days after a landfill gas temperature greater than 55 degrees Celsius (131 degrees Fahrenheit) was first measured. The owner or operator shall keep records according to Subparagraph 18.3.7(e)(3) of this Part.**

**(ii) If corrective actions cannot be fully implemented within 60 days following the positive pressure measurement for which the root cause analysis was required, the owner or operator shall also conduct a corrective action analysis and develop an implementation schedule to complete the corrective action(s) as soon as practicable, but no more than 120 days following the measurement of landfill gas temperature greater than 55 degrees Celsius (131 degrees Fahrenheit). The owner or operator shall submit the items listed in Subparagraph 18.3.6(g)(7) of this Part, as part of the next annual report. The owner or operator shall keep records according to Subparagraph 18.3.7(e)(4) of this Part.**

**(iii) If corrective action is expected to take longer than 120 days to complete after the initial exceedance, the owner or operator shall submit the root cause analysis, corrective action analysis, and corresponding implementation timeline to the Director, according to Subparagraph 18.3.6(g)(7) and Paragraph 18.3.6(j) of this Part. The owner or operator shall keep records according to Subparagraph 18.3.7(e)(5) of this Part.**

**(6) An owner or operator seeking to demonstrate compliance with Subdivision 18.3.1(a)(2)(iv) of this Part through the use of a collection system not conforming to the specifications provided in Section 18.3.8 of this Part shall provide information satisfactory to the Director as specified in Subparagraph 18.3.6(c)(3) of this Part demonstrating that off-site migration is being controlled.**

**(b) For purposes of compliance with Paragraph 18.3.2(a) of this Part, each owner or operator of a controlled landfill shall place each well or design component as specified in the approved design plan as provided in Paragraph 18.3.6(c). Each well shall be installed no later than 60 days after the date on which the initial solid waste has been in place for a period of:**

**(1) 5 years or more if active; or**

**(2) 2 years or more if closed or at final grade.**

**(c) The following procedures shall be used for compliance with the surface methane operational standard as provided in Paragraph 18.3.2(d) of this Part.**

**(1) After installation and start-up of the gas collection system, the owner or operator shall monitor surface concentrations of methane along the entire perimeter of the collection area and along a pattern that traverses the landfill at no more than 30 meter intervals (or a site-specific established spacing) for each collection area on a quarterly basis using an organic vapor analyzer, flame ionization detector, or other portable monitor meeting the specifications provided in Paragraph (d) of this Section.**

**(2) The background concentration shall be determined by moving the probe inlet upwind and downwind outside the boundary of the landfill at a distance of at least 30 meters from the perimeter wells.**

**(3) Surface emission monitoring shall be performed in accordance with Section 8.3.1 of Method 21 of Appendix A of 40 CFR Part 60, except that the probe inlet shall be placed within 5 to 10 centimeters of the ground. Monitoring shall be performed during typical meteorological conditions.**

**(4) Any reading of 500 parts per million or more above background at any location shall be recorded as a monitored exceedance and the actions specified in Subdivisions (c)(4)(i) through (v) below shall be taken. As long as the specified actions are taken, the exceedance is not a violation of the operational requirements of Paragraph 18.3.2(d) of this Part.**

**(i) The location of each monitored exceedance shall be marked and the location and concentration recorded. For location, the owner or operator shall determine the latitude and longitude coordinates using an instrument with an accuracy of at least 4 meters. The coordinates shall be in decimal degrees with at least five decimal places.**

**(ii) Cover maintenance or adjustments to the vacuum of the adjacent wells to increase the gas collection in the vicinity of each exceedance shall be made and the location shall be re-monitored within 10 calendar days of detecting the exceedance.**

**(iii) If the re-monitoring of the location shows a second exceedance, additional corrective action shall be taken and the location shall be monitored again**

**within 10 days of the second exceedance. If the re-monitoring shows a third exceedance for the same location, the action specified in Subdivision (c)(4)(v) shall be taken, and no further monitoring of that location is required until the action specified in Subdivision (c)(4)(v) has been taken.**

**(iv) Any location that initially showed an exceedance but has a methane concentration less than 500 ppm methane above background at the 10-day re-monitoring specified in Subdivision (c)(4)(ii) or (iii) shall be re-monitored 1 month from the initial exceedance. If the 1-month remonitoring shows a concentration less than 500 parts per million above background, no further monitoring of that location is required until the next quarterly monitoring period. If the 1-month remonitoring shows an exceedance, the actions specified in Subdivision (c)(4)(iii) or (v) shall be taken.**

**(v) For any location where monitored methane concentration equals or exceeds 500 parts per million above background three times within a quarterly period, a new well or other collection device shall be installed within 120 calendar days of the initial exceedance. An alternative remedy to the exceedance, such as upgrading the blower, header pipes or control device, and a corresponding time line for installation may be submitted to the Director for approval.**

**(5) The owner or operator shall implement a program to monitor for cover integrity and implement cover repairs as necessary on a monthly basis.**

**(d) Each owner or operator seeking to comply with the provisions in paragraph (c) of this Section shall comply with the following instrumentation specifications and procedures for surface emission monitoring devices:**

**(1) The portable analyzer shall meet the instrument specifications provided in Section 6 of Method 21 of Appendix A (40 CFR Part 60), except that "methane" shall replace all references to VOC.**

**(2) The calibration gas shall be methane, diluted to a nominal concentration of 500 parts per million in air.**

**(3) To meet the performance evaluation requirements in Section 8.1 of Method 21 of Appendix A (40 CFR Part 60), the instrument evaluation procedures of Section 8.1 of Method 21 of Appendix A shall be used.**

**(4) The calibration procedures provided in Sections 8 and 10 of Method 21 of Appendix A (40 CFR Part 60) shall be followed immediately before commencing a surface monitoring survey.**

**(e) The provisions of this Section apply at all times, including periods of startup, shutdown, or malfunction. During periods of startup, shutdown, and malfunction, the owner or operator shall comply with the work practice specified in Paragraph 18.3.2(e) of this Part, in lieu of the compliance provisions in Section 18.3.4 of this Part.**

**18.3.5 Monitoring of Operations. (Amended , 2022)**

**For an MSW landfill with a gas collection and control system used to comply with the provisions of Paragraphs 18.3.1 (a) and (b) of this Part, the owner or operator shall operate the gas collection and control system in accordance with the monitoring provisions in this Section (as well as the provisions in Sections 18.3.2 and 18.3.4 of this Part, except as provided in subparagraph 18.3.6(d)(2)), or the monitoring provisions in 40 CFR § 63.1961, as incorporated**

**by reference under Part 14.5 Subpart AAAA (as well as the provisions in 40 CFR §§ 63.1958 and 63.1960, as incorporated by reference under Part 14.5 Subpart AAAA), or both as alternative means of compliance. Once the owner or operator begins to comply with the provisions of 40 CFR § 63.1961, as incorporated by reference under Part 14.5 Subpart AAAA, the owner or operator shall continue to operate the collection and control device according to those provisions and cannot return to the provisions of this Section. Except as provided in Subparagraph 18.2.6(c)(2) of this Part,**

**(a) Each owner or operator seeking to comply with Subparagraph 18.3.1(a)(2) of this Part for an active gas collection system shall install a sampling port and a thermometer, other temperature measuring device, or an access port for temperature measurements at each wellhead and:**

**(1) Measure the gauge pressure in the gas collection header on a monthly basis as provided in Subparagraph 18.3.4(a)(3) of this Part; and**

**(2) Monitor nitrogen or oxygen concentration in the landfill gas on a monthly basis as follows:**

**(i) The nitrogen level shall be determined using Method 3C, unless an alternative test method is established as allowed by Subparagraph 18.3.6(c)(2) of this Part.**

**(ii) Unless an alternative test method is established as allowed by Subparagraph 18.3.6(c)(2) of this Part, the oxygen level shall be determined by an oxygen meter using Method 3A, 3C, or ASTM D6522-11 (incorporated by reference, see 40 CFR §60.17). Determine the oxygen level by an oxygen meter using Method 3A, 3C,**

**or ASTM D6522-11 (if sample location is prior to combustion) except that:**

**(A) The span shall be set between 10 and 12 percent oxygen;**

**(B) A data recorder is not required;**

**(C) Only two calibration gases are required, a zero and span;**

**(D) A calibration error check is not required; and**

**(E) The allowable sample bias, zero drift, and calibration drift are ±10 percent.**

**(iii) A portable gas composition analyzer may be used to monitor the oxygen levels provided:**

**(A) The analyzer is calibrated; and**

**(B) The analyzer meets all quality assurance and quality control requirements for Method 3A or ASTM D6522-11 (incorporated by reference, see 40 CFR §60.17).**

**(3) Monitor temperature of the landfill gas on a monthly basis as provided in Subparagraph 18.3.4(a)(5) of this Part. The temperature measuring device shall be calibrated annually using the procedure in 40 CFR Part 60, Appendix A-1, Method 2, Section 10.3.**

**(b) Each owner or operator seeking to comply with Subdivision 18.3.1(b)(2)(iii) of this Part using an enclosed combustor shall calibrate, maintain, and operate according to the manufacturer's specifications, the following equipment.**

**(1) A temperature monitoring device equipped with a continuous recorder and having a minimum accuracy of ±1 percent of the temperature being measured expressed in °Celsius or ±0.5°C, whichever is greater. A temperature monitoring device is not required for boilers or process heaters with design heat input capacity equal to or greater than 44 megawatts.**

**(2) A device that records flow to the control device and bypass of the control device (if applicable). The owner or operator shall:**

**(i) Install, calibrate, and maintain a gas flow rate measuring device that shall record the flow to the control device at least every 15 minutes; or**

**(ii) Secure the bypass line valve in the closed position with a car-seal or a lock-and-key type configuration. A visual inspection of the seal or closure mechanism shall be performed at least once every month to ensure that the valve is maintained in the closed position and that the gas flow is not diverted through the bypass line.**

**(c) Each owner or operator seeking to comply with Paragraph 18.3.1(b) of this Part using an open flare shall**

**install, calibrate, maintain, and operate according to the manufacturer's specifications the following equipment:**

**(1) A heat sensing device, such as an ultraviolet beam sensor or thermocouple, at the pilot light or the flame itself to indicate the continuous presence of a flame.**

**(2) A device that records flow to the flare and ~~or~~ bypass of the flare (if applicable). The owner or operator shall:**

**(i) Install, calibrate, and maintain a gas flow rate measuring device that shall record the flow to the control device at least every 15 minutes; and**

**(ii) Secure the bypass line valve in the closed position with a car-seal or a lock-and-key type configuration. A visual inspection of the seal or closure mechanism shall be performed at least once every month to ensure that the valve is maintained in the closed position and that the gas flow is not diverted through the bypass line.**

**(d) Each owner or operator seeking to demonstrate compliance with Subdivision 18.3.1(b)(2)(iii) of this Part using a device other than an open flare or an enclosed combustor or a treatment system shall provide information satisfactory to the Director as provided in Subparagraph 18.3.6(c)(2) of this Part describing the operation of the control device, the operating parameters that would indicate proper performance, and appropriate monitoring procedures. The Director shall review the information and either approve it, or request that additional information be submitted. The Director may specify additional appropriate monitoring procedures.**

**(e) Each owner or operator seeking to install a collection system that does not meet the specifications in Section 18.3.8 of this Part or seeking to monitor alternative parameters to those required by Sections 18.3.2 through 18.3.5 of this Part shall provide information satisfactory to the Director as provided in Subparagraphs 18.3.6(c)(2) and (3) of this Part describing the design and operation of the collection system, the operating parameters that would indicate proper performance, and appropriate monitoring procedures. The Director may specify additional appropriate monitoring procedures.**

**(f) Each owner or operator seeking to demonstrate compliance with the 500 parts per million surface methane operational standard in Paragraph 18.3.2(d) of this Part, shall monitor surface concentrations of methane according to the procedures provided in paragraph 18.3.4(c) of this Part, and the instrument specifications in Paragraph 18.3.4(d) of this Part. Any closed landfill that has no monitored exceedances of the operational standard in three consecutive quarterly monitoring periods may skip to annual monitoring. Any methane reading of 500 ppm or more above background detected during the annual monitoring returns the frequency for that landfill to quarterly monitoring.**

**(g) Each owner or operator seeking to demonstrate compliance with the control system requirements in Paragraph 18.3.1(b) of this Part, using a landfill gas treatment system shall maintain and operate all monitoring systems associated with the treatment system in accordance with the site-specific treatment system monitoring plan required in subdivision 18.3.7(b)(5)(ii) of this Part, and shall calibrate, maintain, and operate according to the manufacturer's specifications a device that records flow to the treatment system and bypass of the treatment system (if applicable). The owner or operator shall:**

**(1) Install, calibrate, and maintain a gas flow rate measuring device that records the flow to the treatment system at least every 15 minutes; and**

**(2) Secure the bypass line valve in the closed position with a car-seal or a lock-and-key type configuration. A visual inspection of the seal or closure mechanism shall be performed at least once every month to ensure that the valve is maintained in the closed position and that the gas flow is not diverted through the bypass line.**

**(h) The monitoring requirements of Paragraphs (b), (c) (d) and (g) of this Section apply at all times the affected source is operating, except for periods of monitoring system malfunctions, repairs associated with monitoring system malfunctions, and required monitoring system quality assurance or quality control activities. A monitoring system malfunction is any sudden, infrequent, not reasonably preventable failure of the monitoring system to provide valid data. Monitoring system failures that are caused in part by poor maintenance or careless operation are not malfunctions. The owner or operator shall complete monitoring system repairs in response to monitoring system malfunctions and return the monitoring system to operation as expeditiously as practicable.**

**18.3.6 Reporting Requirements. (Amended , 2022)**

**Except as provided in 40 CFR §60.24 and Subparagraph 18.3.6(c)(2) of this Part,**

**(a) *Design Capacity Report.* Each owner or operator subject to the requirements of this Chapter shall submit an initial design capacity report to the Director.**

**(1) The initial design capacity report shall fulfill the requirements of the notification of the date construction is commenced as required under §60.7(a)(1), 40 CFR and shall be submitted no later than 90 days from the effective date of the Alabama Department of Environmental Management regulations which correspond to these Rules (Note: The effective date of the ADEM regulations State-wide is January 15, 1988).**

**(2) The initial design capacity report shall contain the following information:**

**(i) A map or plot of the landfill, providing the size and location of the landfill, and identifying all areas where solid waste may be landfilled according to the provisions of the State permit;**

**(ii) The maximum design capacity of the landfill. Where the maximum design capacity is specified in the State permit, a copy of the permit specifying the maximum design capacity may be submitted as part of the report. If the maximum design capacity of the landfill is not specified in the permit, the maximum design capacity shall be calculated using good engineering practices. The calculations shall be provided, along with the relevant parameters as part of the report. The landfill may calculate design capacity in either megagrams or cubic meters for comparison with the exemption values. If the owner or operator chooses to convert the design capacity from volume to mass or from mass to volume to demonstrate its design capacity is less than 2.5 million megagrams or 2.5 million cubic meters, the calculation shall include a site-specific density, which shall be recalculated annually. Any density conversions shall be documented and submitted with the design capacity report. The Director may request other reasonable information as may be necessary to verify the maximum design capacity of the landfill.**

**(3) If a facility has submitted an initial design capacity report and an initial NMOC emission rate report to the EPA as required by 40 CFR Part 62, Subpart OOO, a copy of that report may be submitted to the Department in lieu of the initial reports required in Paragraphs 18.3.6(a) and (b) of this Section.**

**~~(3)~~ (4) *Amended design capacity report.* An amended design capacity report shall be submitted to the Director providing notification of any increase in the design capacity of the landfill, within 90 days of an increase in the maximum design capacity of the landfill to meet or exceed 2.5 million megagrams and 2.5 million cubic meters. This increase in design capacity may result from an increase in the permitted volume of the landfill or an increase in the density as documented in the annual recalculation required in Paragraph 18.3.7(f) of this Chapter.**

**(b) *NMOC emission rate report.* Each owner or operator of an existing MSW landfill subject to the requirements of this Chapter with a design capacity equal to or greater than 2.5 million megagrams and 2.5 million cubic meters, shall submit an NMOC emission rate report to the Director annually following the procedure specified in Subparagraph (i)(2) of this Section, except as provided for in Subparagraph (b)(3). The Director may request such additional information as may be necessary to verify the reported NMOC emission rate.**

**(1) The NMOC emission rate report shall contain an annual or 5-year estimate of the NMOC emission rate calculated using the formula and procedures provided in Paragraphs 18.3.3(a) or (b) of this Part, as applicable.**

**(i) The NMOC emission rate report shall be submitted following the procedure specified in Subparagraph (i)(2) of this Section no later than 90 days from the effective date of the Alabama Department of Environmental Management regulations corresponding to these Rules (Note: The ADEM regulations became effective State-wide on January 15, 1998).**

**(2) The NMOC emission rate report shall include all the data, calculations, sample reports and measurements used to estimate the annual or 5-year emissions.**

**(3) If the estimated NMOC emission rate as reported in the annual report to the Director is less than 34 megagrams per year in each of the next 5 consecutive years, the owner or operator may elect to submit, following the procedure specified in Subparagraph (i)(2) of this Section, an estimate of the NMOC emission rate for the next 5-year period in lieu of the annual report. This estimate shall include the current amount of solid waste-in-place and the estimated waste acceptance rate for each year of the 5 years for which an NMOC emission rate is estimated. All data and calculations upon which this estimate is based shall be provided to the Director. This estimate shall be revised at least once every 5 years. If the actual waste acceptance rate exceeds the estimated waste acceptance rate in any year reported in the 5-year estimate, a revised 5-year estimate shall be submitted to the Director. The revised estimate shall cover the 5-year period beginning with the year in which the actual waste acceptance rate exceeded the estimated waste acceptance rate.**

**(4) Each owner or operator subject to the requirements of this Chapter is exempted to submit an NMOC emission rate report after the installation of a collection and control system in compliance with Paragraphs 18.3.1(a) and (b) of this Part, during such time as the collection and control system is in operation and in compliance with Sections 18.3.2 and 18.3.4 of this Part.**

**(5) If a facility has submitted an initial design capacity report and an initial NMOC emission rate report to the EPA as required by 40 CFR Part 62, Subpart OOO, a copy of that report may be submitted to the Department in lieu of the initial reports required in Paragraphs 18.3.6(a) and (b) of this Section.**

**(c) *Collection and control system design plan.* A design plan for each gas collection and control system shall be prepared and approved by a professional engineer and shall meet the following requirements:**

**(1) The collection and control system as described in the design plan shall meet the design requirements in Paragraphs 18.3.1(a) and (b) of this Part.**

**(2) The collection and control system design plan shall include any alternatives to the operational standards, test methods, procedures, compliance measures, monitoring, recordkeeping, or reporting provisions of Sections 18.3.4 through 18.3.7 of this Part, proposed by the owner or operator.**

**(3) The collection and control system design plan shall either conform to specifications for active collection systems in Section 18.3.8 of this Part, or include a demonstration to the Director's satisfaction of**

**the sufficiency of the alternative provisions to Section 18.3.8 of this Part.**

**(4) Each owner or operator of an MSW landfill having a design capacity equal to or greater than 2.5 million megagrams and 2.5 million cubic meters shall submit a copy of the collection and control system design plan cover page that contains the engineer's seal to the Director within 1 year of the first NMOC emission rate report in which the NMOC emission rate equals or exceeds 34 megagrams per year, except as follows:**

**(i) If the owner or operator elects to recalculate the NMOC emission rate after Tier 2 NMOC sampling and analysis as provided in Subparagraph 18.3.3(a)(3) of this Part and the resulting rate is less than 34 megagrams per year, annual periodic reporting shall be resumed, using the Tier 2 determined site-specific NMOC concentration, until the calculated NMOC emission rate is equal to or greater than 34 megagrams per year or the landfill is closed. The revised NMOC emission rate report, with the recalculated emission rate based on NMOC sampling and analysis, shall be submitted, following the procedures in Subparagraph 8.3.6(i)(2) of this Part, within 180 days of the first calculated exceedance of 34 megagrams per year.**

**(ii) If the owner or operator elects to recalculate the NMOC emission rate after determining a site-specific methane generation rate constant (k), as provided in Tier 3 in Subparagraph 18.3.3(a)(4) of this Part, and the resulting NMOC emission rate is less than 34 Mg/yr, annual periodic reporting shall be resumed. The resulting site-specific methane generation rate constant (k) shall be used in the NMOC emission rate calculation until such time as the emissions rate calculation results in an exceedance. The revised NMOC emission rate report based on the provisions of Subparagraph 18.3.3(a)(4) of this Part and the resulting site-specific methane generation rate constant (k) shall be submitted to the**

**Director within 1 year of the first calculated emission rate equaling or exceeding 34 megagrams per year.**

**(iii) If the owner or operator elects to demonstrate that site-specific surface methane emissions are below 500 parts per million methane, based on the provisions of Subparagraph 18.3.3(a)(6) of this Part, then the owner or operator shall submit annually a Tier 4 surface emissions report as specified in this Subdivision (d)(4)(iii) following the procedure specified in Subparagraph 18.3.6(i)(2) of this Section until a surface emissions readings of 500 parts per million methane or greater is found. If the Tier 4 surface emissions report shows no surface emissions readings of 500 parts per million methane or greater for four consecutive quarters at a closed landfill, then the landfill owner or operator may reduce Tier 4 monitoring from a quarterly to an annual frequency. The Director may request such additional information as may be necessary to verify the reported instantaneous surface emission readings. The Tier 4 surface emissions report shall clearly identify the location, date and time (to the nearest second), average wind speeds including wind gusts, and reading (in parts per million) of any value 500 parts per million methane or greater, other than non-repeatable, momentary readings. For location, the owner or operator shall determine the latitude and longitude coordinates using an instrument with an accuracy of at least 4 meters. The coordinates shall be in decimal degrees with at least five decimal places. The Tier 4 surface emission report should also include the results of the most recent Tier 1 and Tier 2 results in order to verify that the landfill does not exceed 50 Mg/yr of NMOC.**

**(A) The initial Tier 4 surface emissions report shall be submitted annually, starting within 30 days of completing the fourth quarter of Tier 4 surface emissions monitoring that demonstrates that site-specific surface methane emissions are below 500 parts per million methane, and following the procedure specified in Subparagraph 18.3.6(i)(2) of this Section.**

**(B) The Tier 4 surface emissions rate report shall be submitted within 1 year of the first measured surface exceedance of 500 parts per million methane, following the procedure specified in Subparagraph 18.3.6(i)(2) of this Section.**

**(iv) If the landfill is in the closed landfill subcategory, the owner or operator shall submit a collection and control system design plan to the Director within 1 year of the first NMOC emission rate report in which the NMOC emission rate equals or exceeds 50 megagrams per year, except as follows:**

**(A) If the owner or operator elects to recalculate the NMOC emission rate after Tier 2 NMOC sampling and analysis as provided in Subparagraph 18.3.3(a)(3) of this Part, and the resulting rate is less than 50 megagrams per year, annual periodic reporting shall be resumed, using the Tier 2 determined site-specific NMOC concentration, until the calculated NMOC emission rate is equal to or greater than 50 megagrams per year or the landfill is closed. The revised NMOC emission rate report, with the recalculated NMOC emission rate based on NMOC sampling and analysis, shall be submitted, following the procedure specified in Subparagraph 18.3.6(i)(2) of this Section, within 180 days of the first calculated exceedance of 50 megagrams per year.**

**(B) If the owner or operator elects to recalculate the NMOC emission rate after determining a site-specific methane generation rate constant k, as provided in Tier 3 in Subparagraph 18.3.3(a)(4) of this Part, and the resulting NMOC emission rate is less than 50 megagrams per year, annual periodic reporting shall be resumed. The resulting site-specific methane generation rate constant k shall be used in the NMOC emission rate calculation until such time as the emissions rate**

**calculation results in an exceedance. The revised NMOC emission rate report based on the provisions of Subparagraph 18.3.3(a)(4) of this Part, and the resulting site-specific methane generation rate constant k shall be submitted, following the procedure specified in Subparagraph 18.3.6(i)(2) of this Section, to the Director within 1 year of the first calculated NMOC emission rate equaling or exceeding 50 megagrams per year.**

**(C) The landfill owner or operator elects to demonstrate surface emissions are low, consistent with the provisions in Subdivision (d)(4)(iii) of this Paragraph.**

**(D) The landfill has already submitted a gas collection and control system design plan consistent with the provisions of Subpart WWW of 40 CFR part 60 or any other requirements of this Chapter.**

**(5) The landfill owner or operator shall notify the Director that the design plan is completed and submit a copy of the plan's signature page. The Director has 90 days to decide whether the design plan should be submitted for review. If the Director chooses to review the plan, the approval process continues as described in Subparagraph (c)(6) of this Section. However, if the Director indicates that submission is not required or does not respond within 90 days, the landfill owner or operator can continue to implement the plan with the recognition that the owner or operator is proceeding at their own risk. In the event that the design plan is required to be modified to obtain approval, the owner or operator shall take any steps necessary to conform any prior actions to the approved design plan and any failure to do so could result in an enforcement action.**

**(6) Upon receipt of an initial or revised design plan, the Director shall review the information submitted under Subparagraphs 18.3.6(c)(1) through (3) of this Section, and either approve it, disapprove it, or request that additional information be submitted. Because of the many site-specific factors involved with landfill gas system design, alternative systems may be necessary. A wide variety of system designs are possible, such as vertical wells, combination horizontal and vertical collection systems, or horizontal trenches only, leachate collection components, and passive systems. If the Director does not approve or disapprove the design plan, or does not request that additional information be submitted within 90 days of receipt, then the owner or operator may continue with implementation of the design plan, recognizing they would be proceeding at their own risk.**

**(7) If the owner or operator chooses to demonstrate compliance with the emission control requirements of this Chapter using a treatment system as defined in this Chapter, then the owner or operator shall prepare a site-specific treatment system monitoring plan as specified in Subparagraph 18.3.7(b)(5) of this Part.**

**(d) *Revised design plan.* The owner or operator who has already been required to submit a design plan under paragraph (c) of this Section, or under Subpart WWW of 40 CFR part 60; or any other requirements of this Chapter shall submit a revised design plan to the Director for approval as follows:**

**(1) At least 90 days before expanding operations to an area not covered by the previously approved design plan.**

**(2) Prior to installing or expanding the gas collection system in a way that is not consistent with**

**the design plan that was submitted to the Director according to Paragraph (c) of this Section.**

**(e) *Closure Report.* Each owner or operator of a controlled landfill shall submit a closure report to the Director within 30 days of waste acceptance cessation. The Director may request additional information as may be necessary to verify that permanent closure has taken place in accordance with the requirements of ADEM Admin. Code Chapter 335-13-4. If a closure report has been submitted to the Director, no additional wastes may be placed into the landfill without filing a notification of modification as described under §60.7(a)(4), 40 CFR.**

**(f) *Equipment Removal Report.* Each owner or operator of a controlled landfill shall submit an equipment removal report to the Director 30 days prior to removal or cessation of operation of the control equipment.**

**(1) The equipment removal report shall contain all of the following items:**

**(i) A copy of the closure report submitted in accordance with Paragraph (e) of this Section;**

**(ii) A copy of the initial performance test report demonstrating that the 15 year minimum control period has expired, unless the report of the results of the performance test has been submitted to the EPA via the EPA's CDX, or information that demonstrates that the GCCS will be unable to operate for 15 years due to declining gas flows. In the equipment removal report, the process unit(s) tested, the pollutant(s) tested, and the date that such performance test was conducted may be submitted in lieu of the performance test report if the report has been previously submitted to the EPA's CDX; and**

**(iii) Dated copies of three successive NMOC emission rate reports demonstrating that the landfill is no longer producing 34 megagrams or greater of NMOC per year, unless the NMOC emission rate reports have been submitted to the EPA via the EPA's CDX. If the NMOC emission rate reports have been previously submitted to the EPA's CDX, a statement that the NMOC emission rate reports have been submitted electronically and the dates that the reports were submitted to the EPA's CDX may be submitted in the equipment removal report in lieu of the NMOC emission rate reports; or**

**(iv) For the closed landfill subcategory, dated copies of three successive NMOC emission rate reports demonstrating that the landfill is no longer producing 50 megagrams or greater of NMOC per year, unless the NMOC emission rate reports have been submitted to the EPA via the EPA's CDX. If the NMOC emission rate reports have been previously submitted to the EPA's CDX, a statement that the NMOC emission rate reports have been submitted electronically and the dates that the reports were submitted to the EPA's CDX may be submitted in the equipment removal report in lieu of the NMOC emission rate reports.**

**(2) The Director may request such additional information as may be necessary to verify that all of the conditions for removal in Subparagraph 18.3.1(e)(2) of this Part have been met.**

**(g) *Annual Report.* Each owner or operator of a landfill seeking to comply with paragraph 18.3.1(d) of this Part using an active collection system designed in accordance with Paragraph 18.3.1(a) of this Part shall submit to the Director annual reports of the recorded information in Subparagraphs (g)(1) through (g)(6). The initial annual report shall be submitted within 180 days of installation and start-up of the collection and control system, and shall include the initial performance test report required under**

**§60.8, 40 CFR as applicable, unless the report of the results of the performance test has been submitted to the EPA via the EPA's CDX. In the initial annual report, the process unit(s) tested, the pollutant(s) tested and the date that such performance test was conducted may be submitted in lieu of the performance test report if the report has been previously submitted to the EPA's CDX. The initial performance test report shall be submitted, following the procedure specified in Subparagraph (i)(1) of this Section, no later than the date that the initial annual report is submitted. For enclosed combustion devices and flares, reportable exceedances are defined under Paragraph 18.3.7(c) of this Part. If complying with the operational provisions of 40 CFR §§ 63.1958, 63.1960, and 63.1961, as allowed in Sections 18.3.2, 18.3.4 and 18.3.5 of this Part, the owner or operator shall follow the semi-annual reporting requirements in § 63.1981(h) in lieu of this Paragraph.**

**(1) Value and length of time for exceedance of applicable parameters monitored under Paragraphs 18.3.5(a),(b),(c), ~~and~~ (d) and (g) of this Part.**

**(2) Description and duration of all periods when the gas stream was diverted from the control device or treatment system through a bypass line or the indication of bypass flow as specified under Section 18.3.5 of this Part.**

**(3) Description and duration of all periods when the control device or treatment system was not operating and length of time the control device or treatment system was not operating.**

**(4) All periods when the collection system was not operating.**

**(5) The location of each exceedance of the 500 parts per million methane concentration as provided in ~~Section~~ Paragraph 18.3.2(d) of this Part and the concentration recorded at each location for which an exceedance was recorded in the previous month. For location, the owner or operator shall determine the latitude and longitude coordinates using an instrument with an accuracy of at least 4 meters. The coordinates shall be in decimal degrees with at least five decimal places.**

**(6) The date of installation and the location of each well or collection system expansion added pursuant to Paragraphs (a)(3), (a)(5), (b), and (c)(4) of Section 18.3.4.**

**(7) For any corrective action analysis for which corrective actions are required in Subparagraph 18.3.4(a)(3) or (5) of this Part, and that take more than 60 days to correct the exceedance, the root cause analysis conducted, including a description of the recommended corrective action(s), the date for corrective action(s) already completed following the positive pressure or elevated temperature reading, and, for action(s) not already completed, a schedule for implementation, including proposed commencement and completion dates.**

**(h) *Initial performance test report.* Each owner or operator seeking to comply with Paragraph 18.3.1(b) of this Part shall include the following information with the initial performance test report required under §60.8, 40 CFR:**

**(1) A diagram of the collection system showing collection system positioning including all wells, horizontal collectors, surface collectors, or other gas**

**extraction devices, including the locations of any areas excluded from collection and the proposed sites for the future collection system expansion;**

**(2) The data upon which the sufficient density of wells, horizontal collectors, surface collectors, or other gas extraction devices and the gas mover equipment sizing are based;**

**(3) The documentation of the presence of asbestos or nondegradable material for each area from which collection wells have been excluded based on the presence of asbestos or nondegradable material;**

**(4) The sum of the gas generation flow rates for all areas from which collection wells have been excluded based on nonproductivity and the calculations of gas generation flow rate for each excluded area;**

**(5) The provisions for increasing gas mover equipment capacity with increased gas generation flow rate, if the present gas mover equipment is inadequate to move the maximum flow rate expected over the life of the landfill; and**

**(6) The provisions for the control of off-site migration.**

**(i) *Electronic reporting.* The owner or operator shall submit reports electronically according to Subparagraphs (i)(1) and (2) of this Paragraph.**

**(1) Within 60 days after the date of completing each performance test (as defined in 40 CFR §60.8), the owner or operator shall submit the results of each performance test according to the following procedures:**

**(i) For data collected using test methods supported by the EPA's Electronic Reporting Tool (ERT) as listed on the EPA's ERT Web site (*https://www3.epa.gov/ttn/chief/ert/ert_info.html*) at the time of the test, the owner or operator shall submit the results of the performance test to the EPA via the Compliance and Emissions Data Reporting Interface (CEDRI). CEDRI can be accessed through the EPA's Central Data Exchange (CDX) (*https://cdx.epa.gov/*). Performance test data shall be submitted in a file format generated through the use of the EPA's ERT or an alternative file format consistent with the extensible markup language (XML) schema listed on the EPA's ERT Web site, once the XML schema is available. If the owner or operator claim that some of the performance test information being submitted is confidential business information (CBI), the owner or operator shall submit a complete file generated through the use of the EPA's ERT or an alternate electronic file consistent with the XML schema listed on the EPA's ERT Web site, including information claimed to be CBI, on a compact disc, flash drive or other commonly used electronic storage media to the EPA. The electronic media shall be clearly marked as CBI and mailed to U.S. EPA/OAQPS/CORE CBI Office, Attention: Group Leader, Measurement Policy Group, MD C404-02, 4930 Old Page Rd., Durham, NC 27703. The same ERT or alternate file with the CBI omitted shall be submitted to the EPA via the EPA's CDX as described earlier in this Subdivision (i)(1)(i) of this Paragraph.**

**(ii) For data collected using test methods that are not supported by the EPA's ERT as listed on the EPA's ERT Web site at the time of the test, the owner or operator shall submit the results of the performance test to the Director at the appropriate address listed in 40 CFR §60.4.**

**(2) Each owner or operator required to submit reports following the procedure specified in this paragraph shall submit reports to the EPA via the CEDRI. (CEDRI can be accessed through the EPA's CDX.) The owner or operator shall use the appropriate electronic report in CEDRI for this Chapter or an alternate electronic file format consistent with the XML schema listed on the CEDRI Web site (*https://www3.epa.gov/ttn/chief/cedri/index.html*). If the reporting form specific to this Chapter is not available in CEDRI at the time that the report is due, the owner or operator shall submit the report to the Director at the appropriate address listed in §60.4. Once the form has been available in CEDRI for 90 calendar days, the owner or operator shall begin submitting all subsequent reports via CEDRI. The reports shall be submitted by the deadlines specified in this Chapter, regardless of the method in which the reports are submitted.**

**(j) *Corrective action and the corresponding timeline.* The owner or operator shall submit according to Subparagraphs (j)(1) and (2) below. If complying with the operational provisions of 40 CFR §§ 63.1958, 63.1960 and 63.1961, as allowed in Sections 18.3.2, 18.3.4 and 18.3.5 of this Part, the owner or operator shall follow the corrective action and the corresponding timeline reporting requirements in 40 CFR § 63.1981(j) in lieu of (j)(1) and (j)(2) of this Paragraph.**

**(1) For corrective action that is required according to Subdivisions 18.3.4(a)(3)(iii) or (a)(5)(iii) of this Part, and is expected to take longer than 120 days after the initial exceedance to complete, the owner or operator shall submit the root cause analysis, corrective action analysis, and corresponding implementation timeline to the Director as soon as practicable but no later than 75 days after the first measurement of positive pressure or temperature monitoring value of 55 degrees Celsius (131 degrees**

**Fahrenheit) or above. The Director shall approve the plan for corrective action and the corresponding timeline.**

**(2) For corrective action that is required according to Subdivisions 18.3.4(a)(3)(iii) or (a)(5)(iii) of this Part, and is not completed within 60 days after the initial exceedance, the owner or operator shall submit a notification to the Director as soon as practicable but no later than 75 days after the first measurement of positive pressure or temperature exceedance.**

**(k) *Liquids addition.* The owner or operator of an affected landfill with a design capacity equal to or greater than 2.5 million megagrams and 2.5 million cubic meters that has employed leachate recirculation or added liquids based on a Research, Development, and Demonstration permit (issued through Resource Conservation and Recovery Act, subtitle D, part 258) within the last 10 years shall submit to the Director, annually, following the procedure specified in Subparagraph (i)(2) of this Section, the following information:**

**(1) Volume of leachate recirculated (gallons per year) and the reported basis of those estimates (records or engineering estimates).**

**(2) Total volume of all other liquids added (gallons per year) and the reported basis of those estimates (records or engineering estimates).**

**(3) Surface area (acres) over which the leachate is recirculated (or otherwise applied).**

**(4) Surface area (acres) over which any other liquids are applied.**

**(5) The total waste disposed (megagrams) in the areas with recirculated leachate and/or added liquids based on on-site records to the extent data are available, or engineering estimates and the reported basis of those estimates.**

**(6) The annual waste acceptance rates (megagrams per year) in the areas with recirculated leachate and/or added liquids, based on on-site records to the extent data are available, or engineering estimates.**

**(7) The initial report shall contain items in Subparagraph (k)(1) through (6) of this Paragraph per year for the most recent 365 days as well as for each of the previous 10 years, to the extent historical data are available in on-site records, and the report shall be submitted no later than:**

**(i) September 27, 2017, for landfills that commenced construction, modification, or reconstruction after July 17, 2014 but before August 29, 2016; or**

**(ii) 365 days after the date of commenced construction, modification, or reconstruction for landfills that commence construction, modification, or reconstruction after August 29, 2016.**

**(8) Subsequent annual reports shall contain items in Subparagraph (k)(1) through (6) of this paragraph for the 365-day period following the 365-day period included in the previous annual report, and the**

**report shall be submitted no later than 365 days after the date the previous report was submitted.**

**(9) Landfills in the closed landfill subcategory are exempt from reporting requirements contained in Subparagraphs (k)(1) through (7) of this paragraph.**

**(10) Landfills may cease annual reporting of items in Subparagraphs (k)(1) through (6) of this paragraph once they have submitted the closure report in Paragraph (e) of this Section.**

**(l) *Tier 4 notification.***

**(1) The owner or operator of an affected landfill with a design capacity equal to or greater than 2.5 million megagrams and 2.5 million cubic meters shall provide a notification of the date(s) upon which it intends to demonstrate site-specific surface methane emissions are below 500 parts per million methane, based on the Tier 4 provisions of Subparagraph 18.3.3(a)(6) of this Part. The landfill shall also include a description of the wind barrier to be used during the SEM in the notification. Notification shall be postmarked not less than 30 days prior to such date.**

**(2) If there is a delay to the scheduled Tier 4 SEM date due to weather conditions, including not meeting the wind requirements in Subdivision 18.3.3(a)(6)(iii)(A) of this Part, the owner or operator of a landfill shall notify the Director by email or telephone no later than 48 hours before any known delay in the original test date, and arrange an updated date with the Director by mutual agreement.**

**(m) Each owner or operator that chooses to comply with the provisions in 40 CFR §§ 63.1958, 63.1960 and 63.1961, as allowed in Sections 18.3.2,18.3.4 and 18.3.5 of this Part, shall submit the high temperature report according to 40 CFR § 63.1981(k).**

**18.3.7 Recordkeeping Requirements.**

**(a) Except as provided in Subparagraph 18.3.6(c)(2) of this Part, each owner or operator of an MSW landfill subject to the provisions of Paragraph 18.3.1(d) of this Part shall keep for at least 5 years up-to-date, readily accessible, on-site records of the maximum design capacity report which triggered Paragraph 18.3.1(d), the current amount of solid waste in-place, and the year-by-year waste acceptance rate. Off-site records may be maintained if they are retrievable within 4 hours. Either paper copy or electronic formats are acceptable.**

**(b) Except as provided in Subparagraph 18.3.6(c)(2) of this Part, each owner or operator of a controlled landfill shall keep up-to-date, readily accessible records for the life of the control equipment of the data listed in Subparagraphs (b)(1) through (b)(5) as measured during the initial performance test or compliance determination. Records of subsequent tests or monitoring shall be maintained for a minimum of 5 years. Records of the control device vendor specifications shall be maintained until removal.**

**(1) Where an owner or operator subject to the provisions of this Chapter seeks to demonstrate compliance with Paragraph 18.3.1(a) of this Part:**

**(i) The maximum expected gas generation flow rate as calculated in Subparagraph 18.3.4(a)(1) of this Part. The owner or operator may use another method to**

**determine the maximum gas generation flow rate, if the method has been approved by the Director.**

**(ii) The density of wells, horizontal collectors, surface collectors, or other gas extraction devices determined using the procedures specified in Subparagraph 18.3.8(a)(1) of this Part.**

**(2) Where an owner or operator subject to the provisions of this Chapter seeks to demonstrate compliance with Paragraph 18.3.1(b) of this Part through use of an enclosed combustion device other than a boiler or process heater with a design heat input capacity equal to or greater than 44 megawatts:**

**(i) The average combustion temperature measured at least every 15 minutes and averaged over the same time period of the performance test.**

**(ii) The percent reduction of NMOC determined as specified in Subparagraph 18.3.1(b)(2) of this Part achieved by the control device.**

**(3) Where an owner or operator subject to the provisions of this Chapter seeks to demonstrate compliance with Subdivision 18.3.1(b)(2)(i) of this Part through use of a boiler or process heater of any size: a description of the location at which the collected gas vent stream is introduced into the boiler or process heater over the same time period of the performance testing.**

**(4) Where an owner or operator subject to the provisions of this Chapter seeks to demonstrate compliance with Subparagraph 18.3.1(b)(1) of this Part through use of an open flare, the flare type (i.e., steam-assisted, air-assisted, or nonassisted), all visible emission readings,**

**heat content determination, flow rate or bypass flow rate measurements, and exit velocity determinations made during the performance test as specified in §60.18, 40 CFR; continuous records of the flare pilot flame or flare flame monitoring and records of all periods of operations during which the pilot flame or the flare flame is absent.**

**(5) Where an owner or operator subject to the provisions of this Chapter seeks to demonstrate compliance with Subparagraph 18.2.1(b)(3) of this Part through use of a landfill gas treatment system:**

**(i) *Bypass records.* Records of the flow of landfill gas to, and bypass of, the treatment system.**

**(ii) *Site-specific treatment monitoring plan,* to include:**

**(A) Monitoring records of parameters that are identified in the treatment system monitoring plan and that ensure the treatment system is operating properly for each intended end use of the treated landfill gas. At a minimum, records should include records of filtration, de-watering, and compression parameters that ensure the treatment system is operating properly for each intended end use of the treated landfill gas.**

**(B) Monitoring methods, frequencies, and operating ranges for each monitored operating parameter based on manufacturer's recommendations or engineering analysis for each intended end use of the treated landfill gas.**

**(C) Documentation of the monitoring methods and ranges, along with justification for their use.**

**(D) Identify who is responsible (by job title) for data collection.**

**(E) Processes and methods used to collect the necessary data.**

**(F) Description of the procedures and methods that are used for quality assurance, maintenance, and repair of all continuous monitoring systems.**

**(c) Except as provided in Subparagraph 18.3.6(c)(2) of this Part, each owner or operator of a controlled landfill subject to the provisions of this Chapter shall keep for 5 years up-to-date, readily accessible continuous records of the equipment operating parameters specified to be monitored in Section 18.3.5 of this Part as well as up-to-date, readily accessible records for periods of operation during which the parameter boundaries established during the most recent performance test are exceeded.**

**(1) The following constitute exceedances that shall be recorded and reported under Section 18.3.6 of this Part:**

**(i) For enclosed combustors except for boilers and process heaters with design heat input capacity of 44 megawatts (150 million British thermal unit per hour) or greater, all 3-hour periods of operation during which the average combustion temperature was more than 28°C (82 degrees Fahrenheit) below the average combustion temperature during the most recent performance test at**

**which compliance with Paragraph 18.3.1(b) of this Part was determined.**

**(ii) For boilers or process heaters, whenever there is a change in the location at which the vent stream is introduced into the flame zone as required under Subparagraph 18.3.7(b)(3) of this Section.**

**(2) Each owner or operator subject to the provisions of this Chapter shall keep up-to-date, readily accessible continuous records of the indication of flow to the control device or the indication of bypass flow or records of monthly inspections of car-seals or lock-and-key configurations used to seal bypass lines, specified under Section 18.3.5 of this Part.**

**(3) Each owner or operator subject to the provisions of this Chapter who uses a boiler or process heater with a design heat input capacity of 44 megawatts or greater to comply with Paragraph 18.3.1(b) shall keep an up-to-date, readily accessible record of all periods of operation of the boiler or process heater. (Examples of such records could include records of steam use, fuel use, or monitoring data collected pursuant to other State regulatory requirements.)**

**(4) Each owner or operator seeking to comply with the provisions of this Chapter by use of an open flare shall keep up-to-date, readily accessible continuous records of the flame or flare pilot flame monitoring specified under Paragraph 18.3.5(c) of this Part, and up-to-date, readily accessible records of all periods of operation in which the flame or flare pilot flame is absent.**

**(5) Each owner or operator of a landfill seeking to comply with Paragraph 18.3.1(d) of this Part using an active collection system designed in accordance with**

**Paragraph 18.3.1(d) of this Part shall keep records of periods when the collection system or control device is not operating.**

**(d) Except as provided in Subparagraph 18.3.6(c)(2) of this Part, each owner or operator subject to the provisions of this Chapter shall keep for the life of the collection system an up-to-date, readily accessible plot map showing each existing and planned collector in the system and providing a unique identification location label for each collector that matches the labeling on the plot map.**

**(1) Each owner or operator subject to the provisions of this Chapter shall keep up-to-date, readily accessible records of the installation date and location of all newly installed collectors as specified under Paragraph 18.3.4(b) of this Part.**

**(2) Each owner or operator subject to the provisions of this Chapter shall keep readily accessible documentation of the nature, date of deposition, amount, and location of asbestos-containing or nondegradable waste excluded from collection as provided in Subdivision 18.3.8(a)(3)(i) of this Part as well as any nonproductive areas excluded from collection as provided in Subdivision 18.3.8(a)(3)(ii) of this Part.**

**(e) Except as provided in Subparagraph 18.3.6(c)(2) of this Part, each owner or operator subject to the provisions of this Chapter shall keep for at least 5 years up-to-date, readily accessible records of the ~~following:~~ items in Subparagraphs (e)(1) through (e)(5) below. Each owner or operator that chooses to comply with the provisions in 40 CFR §§ 63.1958, 63.1960 and 63.1961, as allowed in Sections 18.3.2, 18.3.4 and 18.3.5 of this Part, shall keep the records in subparagraph (e)(6) of this Paragraph and must keep records according to 40 CFR § 63.1983(e)(1) through**

**(5) in lieu of Subparagraphs (e)(1) through (5) of this Paragraph.**

**(1) All collection and control system exceedances of the operational standards in Section 18.3.2 of this Part, the reading in the subsequent month whether or not the second reading is an exceedance, and the location of each exceedance.**

**(2) Each owner or operator subject to the provisions of this Chapter shall also keep records of each wellhead temperature monitoring value of 55 degrees Celsius (131 degrees Fahrenheit) or above, each wellhead nitrogen level at or above 20 percent, and each wellhead oxygen level at or above 5 percent.**

**(3) For any root cause analysis for which corrective actions are required in Subparagraph 18.3.4(a)(3) or (5) of this Part, keep a record of the root cause analysis conducted, including a description of the recommended corrective action(s) taken, and the date(s) the corrective action(s) were completed.**

**(4) For any root cause analysis for which corrective actions are required in Subdivision 18.3.4(a)(3)(ii) or (a)(5)(ii) of this Part, keep a record of the root cause analysis conducted, the corrective action analysis, the date for corrective action(s) already completed following the positive pressure reading or high temperature reading, and, for action(s) not already completed, a schedule for implementation, including proposed commencement and completion dates.**

**(5) For any root cause analysis for which corrective actions are required in Subdivision 18.3.4)(a)(3)(iii) or (a)(5)(iii) of this Part, keep a record of the root cause analysis conducted, the**

**corrective action analysis, the date for corrective action(s) already completed following the positive pressure reading or high temperature reading, for action(s) not already completed, a schedule for implementation, including proposed commencement and completion dates, and a copy of any comments or final approval on the corrective action analysis or schedule from the regulatory agency.**

**(6) Each owner or operator that chooses to comply with provisions in 40 CFR §§ 63.1958, 63.1960 and 63.1961, shall keep records of the date upon which the owner or operator started complying with the provisions in 63.1958, 63.1960 and 63.1961.**

**(f) Landfill owners or operators who convert design capacity from volume to mass or mass to volume to demonstrate that landfill design capacity is less than 2.5 million megagrams or 2.5 million cubic meters, as provided in the definition of "design capacity," shall keep readily accessible, on-site records of the annual recalculation of site-specific density, design capacity, and the supporting documentation. Off-site records may be maintained if they are retrievable within 4 hours. Either paper copy or electronic format is acceptable.**

**(g) Landfill owners or operators seeking to demonstrate that site-specific surface methane emissions are below 500 parts per million by conducting surface emission monitoring under the Tier 4 procedures specified in Subparagraph 18.3.3(a)(6) of this Part shall keep for at least 5 years up-to-date, readily accessible records of all surface emissions monitoring and information related to monitoring instrument calibrations conducted according to sections 8 and 10 of Method 21 of appendix A of 40 CFR Part 60, including all of the following items:**

**(1) Calibration records:**

**(i) Date of calibration and initials of operator performing the calibration.**

**(ii) Calibration gas cylinder identification, certification date, and certified concentration.**

**(iii) Instrument scale(s) used.**

**(iv) A description of any corrective action taken if the meter readout could not be adjusted to correspond to the calibration gas value.**

**(v) If an owner or operator makes their own calibration gas, a description of the procedure used.**

**(2) Digital photographs of the instrument setup. The photographs shall be time and date-stamped and taken at the first sampling location prior to sampling and at the last sampling location after sampling at the end of each sampling day, for the duration of the Tier 4 monitoring demonstration.**

**(3) Timestamp of each surface scan reading:**

**(i) Timestamp should be detailed to the nearest second, based on when the sample collection begins.**

**(ii) A log for the length of time each sample was taken using a stopwatch (*e.g.*, the time the probe was held over the area).**

**(4) Location of each surface scan reading. The owner or operator shall determine the coordinates using an instrument with an accuracy of at least 4 meters. Coordinates shall be in decimal degrees with at least five decimal places.**

**(5) Monitored methane concentration (parts per million) of each reading.**

**(6) Background methane concentration (parts per million) after each instrument calibration test.**

**(7) Adjusted methane concentration using most recent calibration (parts per million).**

**(8) For readings taken at each surface penetration, the unique identification location label matching the label specified in Paragraph (d) of this Section.**

**(9) Records of the operating hours of the gas collection system for each destruction device.**

**(h) Except as provided in Subparagraph 18.3.6(c)(2) of this Part, each owner or operator subject to the provisions of this Chapter shall keep for at least 5 years up-to-date, readily accessible records of all collection and control system monitoring data for parameters measured in Subparagraphs 18.3.5(a)(1), (2), and (3) of this Part.**

**(i) Any records required to be maintained by this Chapter that are submitted electronically via the EPA's CDX may be maintained in electronic format.**

**(j) For each owner or operator reporting leachate or other liquids addition under Paragraph 18.3.6(k) of this Part, keep records of any engineering calculations or company records used to estimate the quantities of leachate or liquids added, the surface areas for which the leachate or liquids were applied, and the estimates of annual waste acceptance or total waste in place in the areas where leachate or liquids were applied.**

**18.3.8 Specifications for Active Collection Systems.**

**(a) Each owner or operator seeking to comply with ~~Subparagraph~~ Paragraph 18.3.1~~(d)(2)~~ (a) of this Part shall site active collection wells, horizontal collectors, surface collectors, or other extraction devices at a sufficient density throughout all gas producing areas using the following procedures unless alternative procedures have been approved by the Director. (Amended , 2022)**

**(1) The collection devices within the interior and along the perimeter areas shall be certified to achieve comprehensive control of surface gas emissions by a professional engineer. The following issues shall be addressed in the design: depths of refuse, refuse gas generation rates and flow characteristics, cover properties, gas system expandability, leachate and condensate management, accessibility, compatibility with filling operations, integration with closure end use, air intrusion control, corrosion resistance, fill settlement, ~~and~~ resistance to the refuse decomposition heat, and ability to isolate individual components or sections for repair or troubleshooting without shutting down the entire collection system.**

**(2) The sufficient density of gas collection devices determined in Subparagraph (a)(1) shall address**

**landfill gas migration issues and augmentation of the collection system through the use of active or passive systems at the landfill perimeter or exterior.**

**(3) The placement of gas collection devices determined in Subparagraph (a)(1) shall control all gas producing areas, except as provided by Subdivisions (a)(3)(i) and (a)(3)(ii).**

**(i) Any segregated area of asbestos or nondegradable material may be excluded from collection if documented as provided under Paragraph 18.3.7(d) of this Part. The documentation shall provide the nature, date of deposition, location and amount of asbestos or nondegradable material deposited in the area, and shall be provided to the Director upon request.**

**(ii) Any nonproductive area of the landfill may be excluded from control, provided that the total of all excluded areas can be shown to contribute less than 1 percent of the total amount of NMOC emissions from the landfill. The amount, location, and age of the material shall be documented and provided to the Director upon request. A separate NMOC emissions estimate shall be made for each section proposed for exclusion, and the sum of all such sections shall be compared to the NMOC emissions estimate for the entire landfill.**

**(A) The NMOC emissions from each section proposed for exclusion shall be computed using the following equation:**

$$Q_i = 2kL_oM_i(e^{-kti})(C_{NMOC})(3.6 \times 10^{-9})$$

**where,**

**$Q_i$ = NMOC emission rate from the $i^{th}$ section, megagrams per year**

**k = methane generation rate constant, $year^{-1}$**

**$L_o$ = methane generation potential, cubic meters per megagram solid waste**

**$M_i$ = mass of the degradable solid waste in the $i^{th}$ section, megagram**

**$t_i$ = age of the solid waste in the $i^{th}$ section, years**

**$C_{NMOC}$ = concentration of nonmethane organic compounds, parts per million by volume**

**$3.6 \times 10^{-9}$ = conversion factor**

**(B) If the owner or operator is proposing to exclude, or cease gas collection and control from, nonproductive physically separated (*e.g.*, separately lined) closed areas that already have gas collection systems, NMOC emissions from each physically separated closed area shall be computed using either equation in Paragraph 18.3.3(b) of this Part, or the equation in Subdivision (a)(3)(ii)(A) of this paragraph.**

**(iii) The values for k, and $C_{NMOC}$ determined in field testing shall be used, if field testing has been performed in determining the NMOC emission rate or the radii of influence (the distance from the well center to a point in the landfill where the pressure gradient applied by the**

**blower or compressor approaches zero). If field testing has not been performed, the default values for k, $L_o$ and $C_{NMOC}$ provided in Section 18.3.3 of this Part or the alternative values from Section 18.3.3 of this Part shall be used. The mass of nondegradable solid waste contained within the given section may be subtracted from the total mass of the section when estimating emissions provided the nature, location, age, and amount of the nondegradable material is documented as provided in Subdivision (a)(3)(i).**

**18.5.3 Department Actions on Petitions. (Amended _____, 2022) On receipt of a petition, the Department will authorize one of the following actions, as they shall determine:**

**(a) The petition may be dismissed if the Department determines that it is not adequate under Section 18.5.1 of this Part.**

**(b) The Department may grant the request of the petition, as petitioned or by imposing such conditions as ~~this Division~~ the Department may require in the Major Source Operating Permit, including the establishment of schedules of compliance and monitoring requirements, if EPA consents to the extension of prior or existing alternative emission standards or compliance schedule as submitted to EPA by the Department.**

**(c) The Department may deny the petition. If such a denial is made, the Department shall notify the petitioner in writing, the reasons for denial and outline procedures for appeal.**

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** 2022-0967

**Department:** Planning

**Subject:** **Type of Action:** Approval/Action

Resolution to set a public hearing on the zoning of 1.16 acres of land lying on the west of Old Big Cove Rd. and south of Hartford Rd. to Residence 1-A District; and the introduction of an Ordinance pertaining to the same. (Set December 15, 2022 Regular Council Meeting)

Resolution No.

Ordinance No.

**Finance Information:**

**Account Number:** n/a

**City Cost Amount: $** 0

**Total Cost: $** 0

**Special Circumstances:**

**Grant Funded: $** 0

**Grant Title - CFDA or granting Agency:** n/a

**Resolution #:** n/a

**Location:**

**Address:** 1762 Old Big Cove Rd., Owens Cross Rds, AL 35763
**District:** District 1 ☐ District 2 ☒ District 3 ☐ District 4 ☐ District 5 ☐

**Additional Comments:**
Recommended by Planning Commission.

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 11/10/2022 **File ID:** TMP-2216

**Department:** Planning

**Subject:** **Type of Action:** Approval/Action

Resolution to set a public hearing on the zoning of 1.16 acres of land lying on the west of Old Big Cove Rd and south of Hartford Rd. to Residence 1-A District; and the introduction of an Ordinance pertaining to the same. (Set December 15, 2022 Regular Council Meeting)

Resolution No.

Ordinance No.

**Finance Information:**

**Account Number:** n/a

**City Cost Amount: $** 0

**Total Cost: $** 0

**Special Circumstances:**

**Grant Funded: $** 0

**Grant Title - CFDA or granting Agency:** n/a

**Resolution #:** n/a

**Location:**

**Address:** 1762 Old Big Cove Rd., Owens Cross Rds, AL 35763
**District:** District 1 ☐ District 2 ☒ District 3 ☐ District 4 ☐ District 5 ☐

**Additional Comments:**
Recommended by Planning Commission

**RESOLUTION NO. 22-_____**

**WHEREAS**, certain property has recently been annexed to the City of Huntsville, Alabama; and

**WHEREAS**, said property is now legally part of the incorporated municipality of the City of Huntsville, Alabama, and as such is subject to the laws and ordinances governing the City of Huntsville, Alabama; and

**WHEREAS**, said property, having been outside the boundaries of the City of Huntsville, Alabama, prior to the annexing of same to the City of Huntsville, Alabama, has never been subject to the Zoning Ordinances of the City of Huntsville, Alabama; and

**WHEREAS**, the Planning Commission of the City of Huntsville, Alabama, has given consideration to an amendment to the Zoning Ordinance, a synopsis of said amendment being as follows:

(1) The zoning of 1.16 acres of land lying on the west of Old Big Cove Rd and south of Hartford Rd. to Residence 1-A District.

(2) The first publication of this resolution, this synopsis, and the ordinance hereinafter set out at length shall be in the Huntsville Times on the 20th day of November, 2022, and the second publication shall be one week thereafter on the 27th day of November, 2022, both of which publications shall be at least 15 days in advance of the date of the public hearing hereinafter referred to.

**WHEREAS**, it is the judgement and opinion of the City Council of the City of Huntsville, Alabama, that consideration should be given to the adoption of an amendment to the Zoning Ordinance of the City of Huntsville, Alabama, in accordance with said request;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, as follows:

1. That the City Council of the City of Huntsville, Alabama, shall meet at 5:30 p.m. on the 15th day of December, 2022, in the Council Chambers of the City of Huntsville Administration Building at 308 Fountain Circle in the City of Huntsville, Alabama, for the purpose of holding a public hearing at which time and place all persons, parties in interest and cities who desire, shall have an opportunity to be heard in opposition to or in favor of said Ordinance No. 22-____, which is introduced by the City Council of the City of Huntsville on the 10th day of December, 2022, amending the Zoning Ordinance of the City of Huntsville, Alabama.

2. That the proposed amendment to the Zoning Ordinance of the City of Huntsville, Alabama, is substantially in words and figures as follows:

**ORDINANCE NO. 22-_____**

AN ORDINANCE TO AMEND THE ZONING ORDINANCES OF THE CITY OF HUNTSVILLE, ALABAMA

---

The public welfare requiring it, and under authority granted by Section 11-52-78 of the 1975 Code of Alabama, **BE IT ORDAINED** by the City Council for the City of Huntsville, Alabama, as follows:

1. That the following area, land lying on the west of Old Big Cove Rd and south of Hartford Rd., which area is a newly annexed area of the City of Huntsville, Madison County, Alabama, and which has not been zoned previously, shall be shown and classified on the Official Zoning Maps of the City of Huntsville, Alabama, as Residence 1-A District, in the Zoning Ordinances of the City of Huntsville, Alabama, said property being particularly described as follows:

> All that part of Section 03, Township 5 South, Range 1 East of the Huntsville Meridian, in the City of Huntsville, Madison County, Alabama more particularly described as beginning at a point located at the Northeast corner of said Section 03; thence South 5 Degrees 32 Minutes 51 Seconds West 1,143.38 feet to a point; said point is further described as the Point of True Beginning; thence South 2 Degrees 40 Minutes 14 Seconds West 90.67 feet to a point; thence South 1 Degrees 5 Minutes 14 Seconds East 44.54 feet to a point; thence South 3 Degrees 16 Minutes 44 Seconds East 44.54 feet to a point; thence South 5 Degrees 28 Minutes 14 Seconds East 44.54 feet to a point; thence South 89 Degrees 19 Minutes 33 Seconds West 37.67 feet to a point; thence North 88 Degrees 29 Minutes 58 Seconds West 194.6 feet to a point; thence North 1 Degrees 30 Minutes 0 Seconds East 225.00 feet to a point; thence South 88 Degrees 32 Minutes 30 Seconds East 222.97 feet the Point of True Beginning and containing 1.16 acres more or less.

2. The boundaries of the above district as described and defined above are hereby established and shall be shown on the Official Zoning Maps of the City of Huntsville, Alabama, on file in the Planning Division of the Urban Development Department, in accordance with the various classifications herein enumerated and hereafter the regulations governing said district under the Zoning Ordinance of the City of Huntsville, Alabama, shall apply to the area so described.

3. This ordinance shall take effect from and after the date of publication.

**ADOPTED** this the _____ day of _____, 2022.

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

**APPROVED** this the _____ day of _____, 2022.

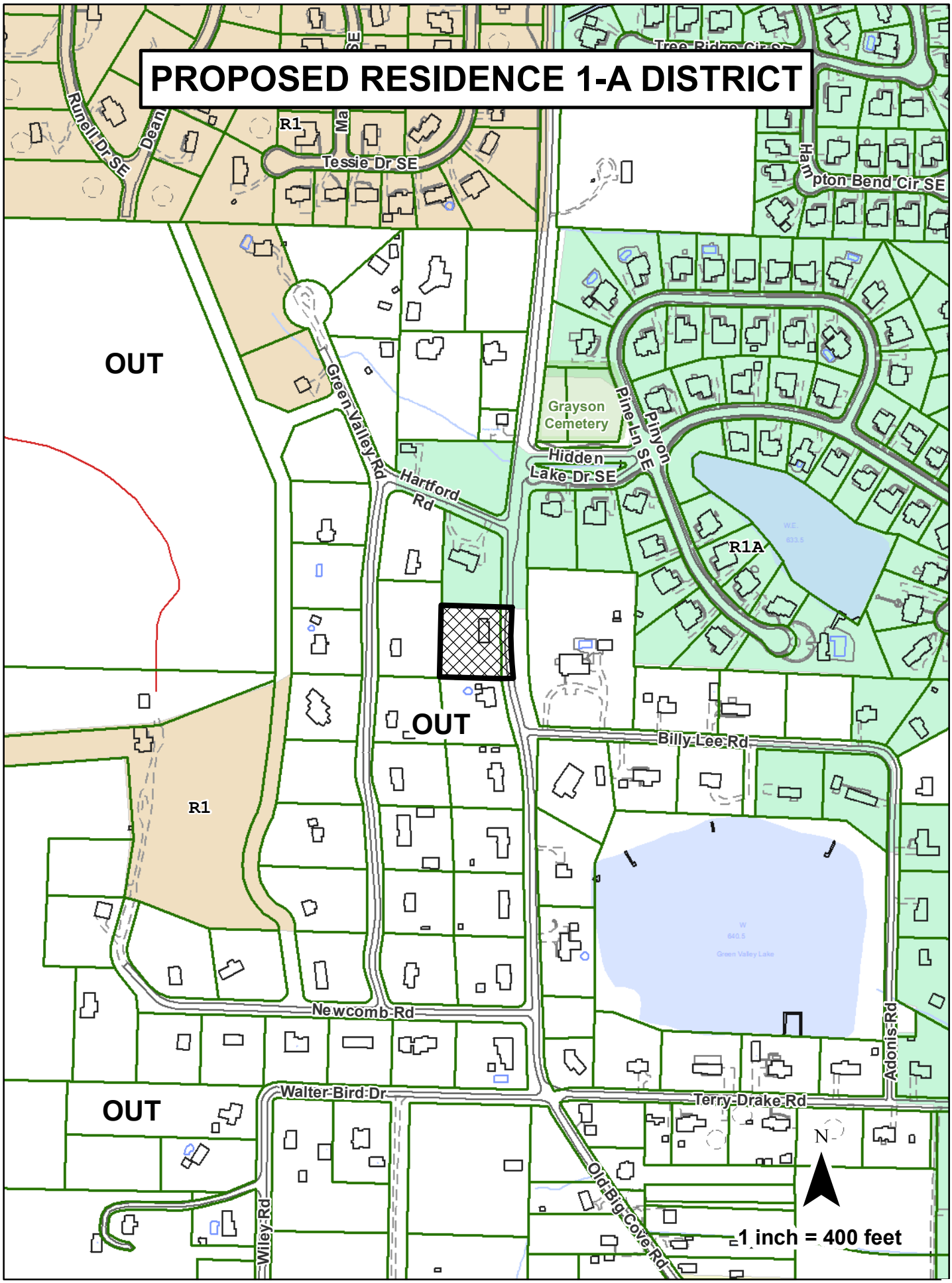
_____
Mayor of the City of Huntsville, Alabama

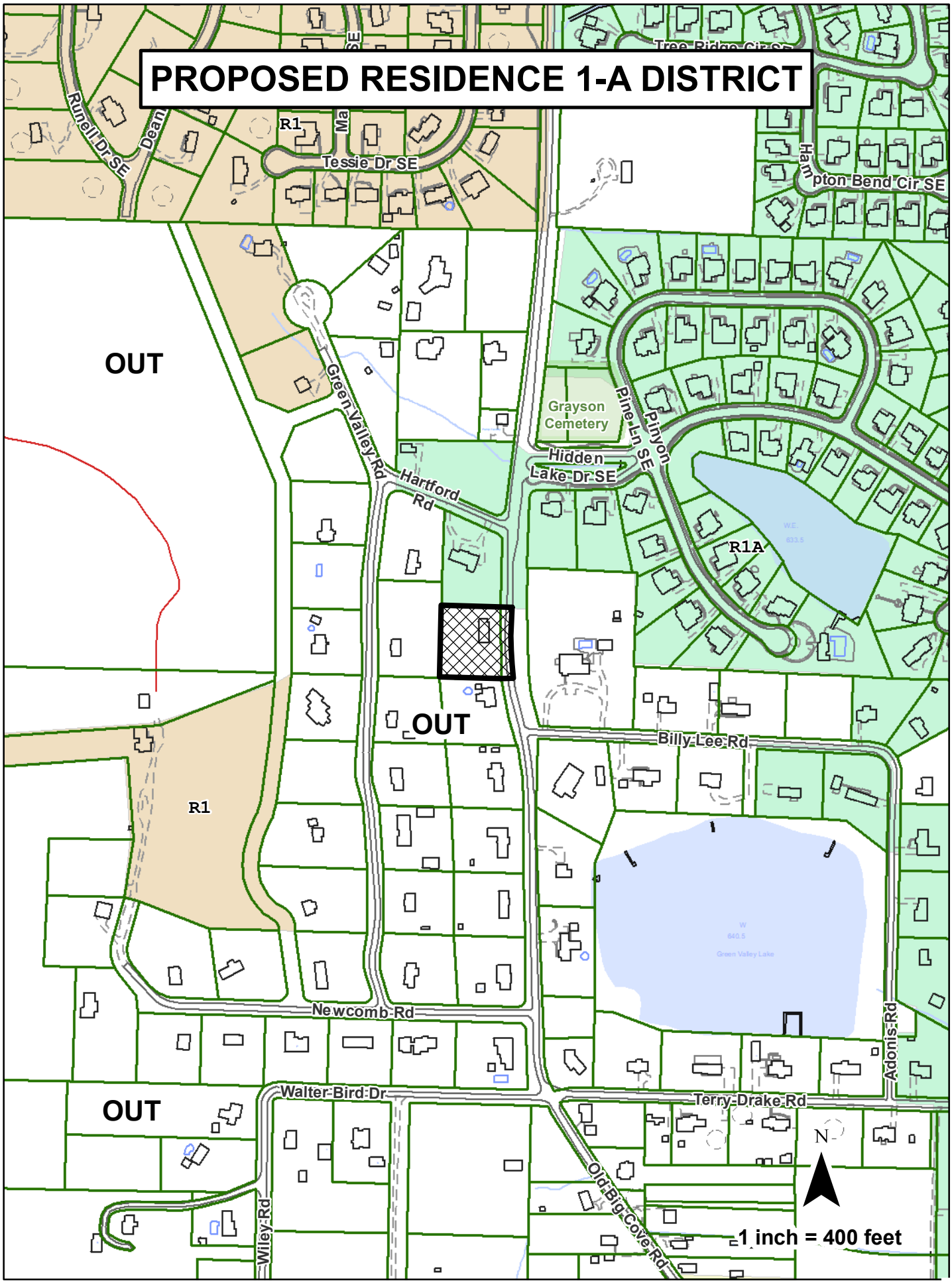
**ADOPTED** this the _____ day of _____, 2022.

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

**APPROVED** this the _____ day of _____, 2022.

_____
Mayor of the City of Huntsville, Alabama


PROPOSED RESIDENCE 1-A DISTRICT
Runell Dr SE
Dean
R1
Tessie Dr SE
Tree Ridge Cir SE
Hampton Bend Cir SE
OUT
Green Valley Rd
Grayson Cemetery
Pine Ln SE
Pinyon
Hidden Lake Dr SE
Hartford Rd
R1A
OUT
Billy Lee Rd
R1
Newcomb Rd
Adonis Rd
Walter Bird Dr
Terry Drake Rd
OUT
N
Old Big Cove Rd
Wiley Rd
1 inch = 400 feet


PROPOSED RESIDENCE 1-A DISTRICT
Runell Dr SE
Dean
R1
Tessie Dr SE
Tree Ridge Cir SE
Hampton Bend Cir SE
OUT
Green Valley Rd
Grayson Cemetery
Pine Ln SE
Pinyon
Hidden Lake Dr SE
Hartford Rd
R1A
OUT
Billy Lee Rd
R1
Newcomb Rd
Adonis Rd
Walter Bird Dr
Terry Drake Rd
OUT
N
Old Big Cove Rd
Wiley Rd
1 inch = 400 feet

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** 2022-0968

**Department:** Planning

**Subject:** **Type of Action:** Approval/Action

Resolution to set a public hearing on the zoning of 5.47 acres of land lying on the west of Wade Rd. and east of US Hwy 431 S to Highway Business C-4 District; and the introduction of an Ordinance pertaining to the same. (Set December 15, 2022 Regular Council Meeting)

Resolution No.

Ordinance No.

**Finance Information:**

**Account Number:** n/a

**City Cost Amount: $** 0

**Total Cost: $** 0

**Special Circumstances:**

**Grant Funded: $** 0

**Grant Title - CFDA or granting Agency:** n/a

**Resolution #:** n/a

**Location:**

**Address:** n/a

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

**Additional Comments:**

Recommended by Planning Commission.

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 11/10/2022 **File ID:** TMP-2217

**Department:** Planning

**Subject:** **Type of Action:** Approval/Action

Resolution to set a public hearing on the zoning of 5.47 acres of land lying on the west of Wade Rd. and east of US Hwy 431 S to Highway Business C-4 District; and the introduction of an Ordinance pertaining to the same. (Set December 15, 2022 Regular Council Meeting)

Resolution No.

Ordinance No.

**Finance Information:**

**Account Number:** n/a

**City Cost Amount: $** 0

**Total Cost: $** 0

**Special Circumstances:**

**Grant Funded: $** 0

**Grant Title - CFDA or granting Agency:** n/a

**Resolution #:** n/a

**Location:**

**Address:** n/a

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

**Additional Comments:**

Recommended by Planning Commission

**RESOLUTION NO. 22-_____**

**WHEREAS**, certain property has recently been annexed to the City of Huntsville, Alabama; and

**WHEREAS**, said property is now legally part of the incorporated municipality of the City of Huntsville, Alabama, and as such is subject to the laws and ordinances governing the City of Huntsville, Alabama; and

**WHEREAS**, said property, having been outside the boundaries of the City of Huntsville, Alabama, prior to the annexing of same to the City of Huntsville, Alabama, has never been subject to the Zoning Ordinances of the City of Huntsville, Alabama; and

**WHEREAS**, the Planning Commission of the City of Huntsville, Alabama, has given consideration to an amendment to the Zoning Ordinance, a synopsis of said amendment being as follows:

(1) The zoning of 5.47 acres of land lying on the west of Wade Rd. and east of US Hwy 431 S to Highway Business C-4 District.

(2) The first publication of this resolution, this synopsis, and the ordinance hereinafter set out at length shall be in the Huntsville Times on the 20th day of November, 2022, and the second publication shall be one week thereafter on the 27th day of November, 2022, both of which publications shall be at least 15 days in advance of the date of the public hearing hereinafter referred to.

**WHEREAS**, it is the judgement and opinion of the City Council of the City of Huntsville, Alabama, that consideration should be given to the adoption of an amendment to the Zoning Ordinance of the City of Huntsville, Alabama, in accordance with said request;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, as follows:

1. That the City Council of the City of Huntsville, Alabama, shall meet at 5:30 p.m. on the 15th day of December, 2022, in the Council Chambers of the City of Huntsville Administration Building at 308 Fountain Circle in the City of Huntsville, Alabama, for the purpose of holding a public hearing at which time and place all persons, parties in interest and cities who desire, shall have an opportunity to be heard in opposition to or in favor of said Ordinance No. 22-____, which is introduced by the City Council of the City of Huntsville on the 10th day of December, 2022, amending the Zoning Ordinance of the City of Huntsville, Alabama.

2. That the proposed amendment to the Zoning Ordinance of the City of Huntsville, Alabama, is substantially in words and figures as follows:

**ORDINANCE NO. 22-_____**

AN ORDINANCE TO AMEND THE ZONING ORDINANCES OF THE CITY OF HUNTSVILLE, ALABAMA

---

The public welfare requiring it, and under authority granted by Section 11-52-78 of the 1975 Code of Alabama, **BE IT ORDAINED** by the City Council for the City of Huntsville, Alabama, as follows:

1. That the following area, land lying on the west of Wade Rd. and east of US Hwy 431 S, which area is a newly annexed area of the City of Huntsville, Madison County, Alabama, and which has not been zoned previously, shall be shown and classified on the Official Zoning Maps of the City of Huntsville, Alabama, as Highway Business C-4 District, in the Zoning Ordinances of the City of Huntsville, Alabama, said property being particularly described as follows:

> All that part of Section 25, Township 04 South, Range 01 East of the Huntsville Meridian, in the City of Huntsville, Madison County, Alabama, more particularly described as beginning at a point located at the Southwest Corner of said Section 25; thence North 31 Degrees 21 Minutes 30 Seconds East 1,410.05 feet to a point; said point being the Point of True Beginning; thence North 24 Degrees 9 Minutes 7 Seconds West 359.6 feet to a point; thence North 85 Degrees 54 Minutes 14 Seconds East 306.91 feet to a point; thence North 86 Degrees 35 Minutes 18 Seconds East 10.02 feet to a point; thence North 86 Degrees 34 Minutes 58 Seconds East 10.02 feet to a point; thence North 86 Degrees 35 Minutes 7 Seconds East 268.05 feet to a point; thence North 86 Degrees 35 Minutes 5 Seconds East 183.29 feet to a point; thence North 86 Degrees 22 Minutes 55 Seconds East 26.13 feet to a point; thence South 1 Degrees 36 Minutes 22 Seconds West 278.76 feet to a point; thence South 89 Degrees 52 Minutes 56 Seconds West 178.61 feet to a point; thence South 1 Degrees 30 Minutes 2 Seconds West 88.98 feet to a point; thence South 88 Degrees 30 Minutes 1 Seconds West 52.93 feet to a point; thence South 88 Degrees 30 Minutes 0 Seconds West 207.54 feet to a point; thence South 88 Degrees 36 Minutes 54 Seconds West 206.53 feet back to the Point of True Beginning and containing 5.47 acres, more or less.

2. The boundaries of the above district as described and defined above are hereby established and shall be shown on the Official Zoning Maps of the City of Huntsville, Alabama, on file in the Planning Division of the Urban Development Department, in accordance with the various classifications herein enumerated and hereafter the regulations governing said district under the Zoning Ordinance of the City of Huntsville, Alabama, shall apply to the area so described.

3. This ordinance shall take effect from and after the date of publication.

**ADOPTED** this the _____ day of _____, 2022.

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

**APPROVED** this the _____ day of _____, 2022.

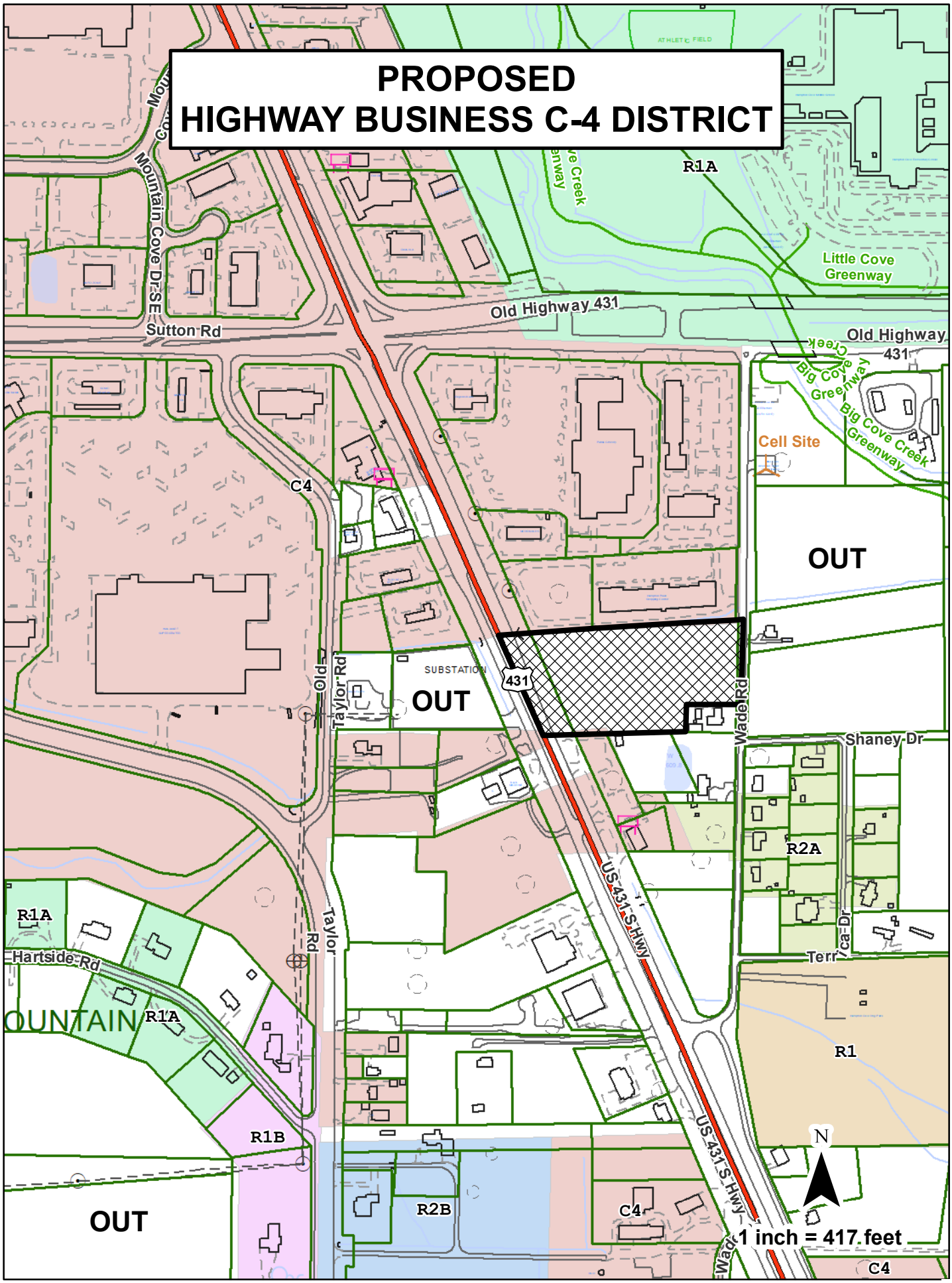
_____
Mayor of the City of Huntsville, Alabama

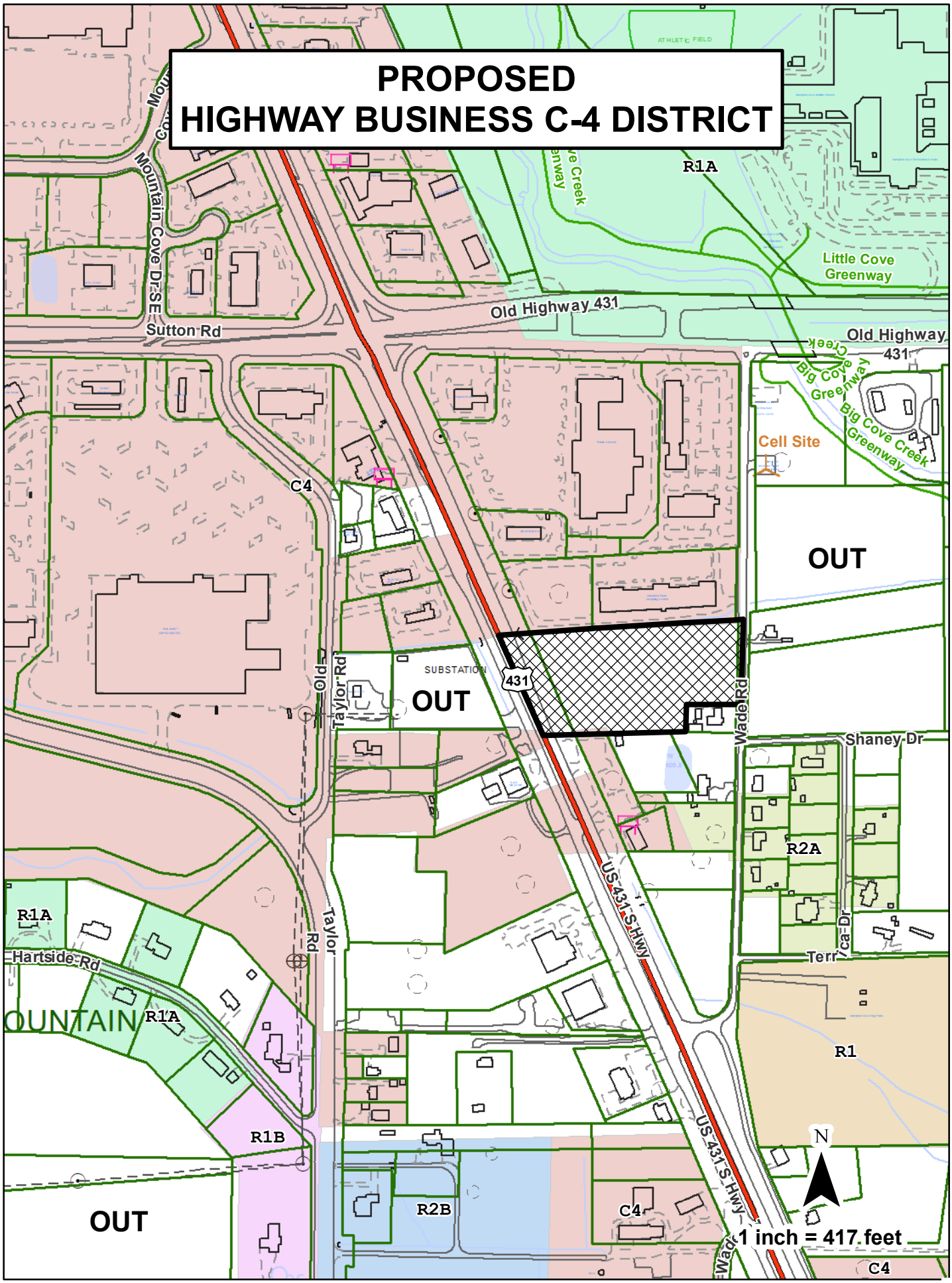
**ADOPTED** this the _____ day of _____, 2022.

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

**APPROVED** this the _____ day of _____, 2022.

_____
Mayor of the City of Huntsville, Alabama


PROPOSED
HIGHWAY BUSINESS C-4 DISTRICT
R1A
Little Cove Greenway
Old Highway 431
Sutton Rd
Mountain Cove Dr SE
Big Cove Creek Greenway
Cell Site
C4
OUT
SUBSTATION
Old Taylor Rd
431
Wade Rd
Shaney Dr
R2A
US 431 S Hwy
Taylor Rd
R1A
Hartside Rd
R1B
R2B
C4
R1
N
1 inch = 417 feet


PROPOSED
HIGHWAY BUSINESS C-4 DISTRICT
R1A
Little Cove Greenway
Old Highway 431
Sutton Rd
Mountain Cove Dr SE
Big Cove Creek Greenway
Cell Site
C4
OUT
SUBSTATION
Old Taylor Rd
431
Wade Rd
Shaney Dr
R2A
US 431 S Hwy
Taylor Rd
R1A
Hartside Rd
R1B
R2B
C4
R1
N
1 inch = 417 feet

308 Fountain Circle
Huntsville, AL 35801

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** 2022-0969

**Department:** Planning

**Subject:** **Type of Action:** Approval/Action

Resolution to set a public hearing on the rezoning of 16.32 acres of land lying on north of Oakwood Avenue and east of Meridian Street from Light Industry District to Residence 2 District; and the introduction of an Ordinance pertaining to the same. (Set December 15, 2022 Regular Council Meeting)

Resolution No.

Ordinance No.

**Finance Information:**

**Account Number:** n/a

**City Cost Amount: $** 0

**Total Cost: $** 0

**Special Circumstances:**

**Grant Funded: $** 0

**Grant Title - CFDA or granting Agency:** n/a

**Resolution #:** n/a

**Location:**

**Address:** n/a
**District:** District 1 ☒ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

**Additional Comments:**
Recommended by Planning Commission.

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 11/10/2022 **File ID:** TMP-2219

**Department:** Planning

**Subject:** **Type of Action:** Approval/Action

Resolution to set a public hearing on the rezoning of 16.32 acres of land lying on north of Oakwood Avenue and east of Meridian Street from Light Industry District to Residence 2 District; and the introduction of an Ordinance pertaining to the same. (Set December 15, 2022 Regular Council Meeting)

Resolution No.

Ordinance No.

**Finance Information:**

**Account Number:** n/a

**City Cost Amount: $** 0

**Total Cost: $** 0

**Special Circumstances:**

**Grant Funded: $** 0

**Grant Title - CFDA or granting Agency:** n/a

**Resolution #:** n/a

**Location:**

**Address:** n/a

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

**Additional Comments:**

Recommended by Planning Commission

**RESOLUTION NO. 22-_____**

**WHEREAS**, the Planning Commission of the City of Huntsville, Alabama, has given consideration to an amendment to the Zoning Ordinance, a synopsis of said amendment being as follows:

(1) The rezoning of certain land lying on the north of Oakwood Avenue and east of Meridian Street from Light Industry District to Residence 2 District.

(2) The first publication of this resolution, this synopsis, and the ordinance hereinafter set out at length shall be in the Huntsville Times on the 20th day of November, 2022, and the second publication shall be one week thereafter on the 27th day of November, 2022, both of which publications shall be at least 15 days in advance of the date of the public hearing hereinafter referred to.

**WHEREAS**, it is the judgement and opinion of the City Council of the City of Huntsville, Alabama, that consideration should be given to the adoption of an amendment to the Zoning Ordinance of the City of Huntsville, Alabama, in accordance with said request;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, as follows:

1. That the City Council of the City of Huntsville, Alabama, shall meet at 5:30 p.m. on the 15th day of December, 2022, in the Council Chambers of the City of Huntsville Administration Building at 308 Fountain Circle in the City of Huntsville, Alabama, for the purpose of holding a public hearing at which time and place all persons, parties in interest and cities who desire, shall have an opportunity to be heard in opposition to or in favor of said Ordinance No. 22-____, which is introduced by the City Council of the City of Huntsville on the 10th day of November, 2022, amending the Zoning Ordinance of the City of Huntsville, Alabama.

2. That the proposed amendment to the Zoning Ordinance of the City of Huntsville, Alabama, is substantially in words and figures as follows:

**ORDINANCE NO. 22-_____**

AN ORDINANCE TO AMEND THE ZONING ORDINANCES OF THE CITY OF HUNTSVILLE, ALABAMA

---

The public welfare requiring it, and under authority granted by Section 11-52-78 of the 1975 Code of Alabama, **BE IT ORDAINED** by the City Council for the City of Huntsville, Alabama, as follows:

1. That the following area, land lying on the north of Oakwood Avenue and east of Meridian Street, which area is now shown and classified on the Official Zoning Maps of the City of Huntsville, Alabama, Light Industry District, shall be shown and classified on the Official Zoning Maps of the City of Huntsville, Alabama, as Residence 2 District, in the Zoning Ordinances of the City of Huntsville, Alabama, said property being particularly described as follows:

> All that part of Section 25, Township 03 South, Range 01 West of the Huntsville Meridian, in the City of Huntsville, Madison County, Alabama more particularly described as beginning at a point located at the Northeast corner of Section 25; thence South 49 Degrees 35 Minutes 44 Seconds West 2,099.2 feet to a point; said point is further described as the Point of True Beginning; thence South 23 Degrees 33 Minutes 29 Seconds West 521.43 feet to a point; thence North 67 Degrees 35 Minutes 7 Seconds West 50.74 feet to a point; thence North 66 Degrees 19 Minutes 45 Seconds West 139.03 feet to a point; thence South 23 Degrees 40 Minutes 15 Seconds West 332.58 feet to a point; thence South 20 Degrees 23 Minutes 21 Seconds West 136.71 feet to a point; thence South 20 Degrees 23 Minutes 21 Seconds West 322.72 feet to a point; thence North 66 Degrees 49 Minutes 38 Seconds West 146.01 feet to a point; thence South 19 Degrees 22 Minutes 0 Seconds West 27.44 feet to a point; thence North 82 Degrees 48 Minutes 57 Seconds West 98.08 feet to a point; thence North 87 Degrees 59 Minutes 51 Seconds West 34.00 feet to a point; thence North 87 Degrees 15 Minutes 59 Seconds West 210.30 feet to a point; thence North 87 Degrees 15 Minutes 59 Seconds West 19.22 feet to a point; thence North 20 Degrees 54 Minutes 56 Seconds East 646.79 feet to a point; thence North 20 Degrees 4 Minutes 21 Seconds East 591.22 feet to a point; thence South 84 Degrees 28 Minutes 1 Seconds East 699.65 feet to a point; thence South 78 Degrees 44 Minutes 20 Seconds East 50.89 feet to the Point of True Beginning and containing 16.32 acres more or less.

2. The boundaries of the above district as described and defined above are hereby established and shall be shown on the Official Zoning Maps of the City of Huntsville, Alabama, on file in the Planning Division of the Urban Development Department, in accordance with the various classifications herein enumerated and hereafter the regulations governing said district under the Zoning Ordinance of the City of Huntsville, Alabama, shall apply to the area so described.

3. This ordinance shall take effect from and after the date of publication.

**ADOPTED** this the _____ day of _____, 2022.

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

**APPROVED** this the _____ day of _____, 2022.

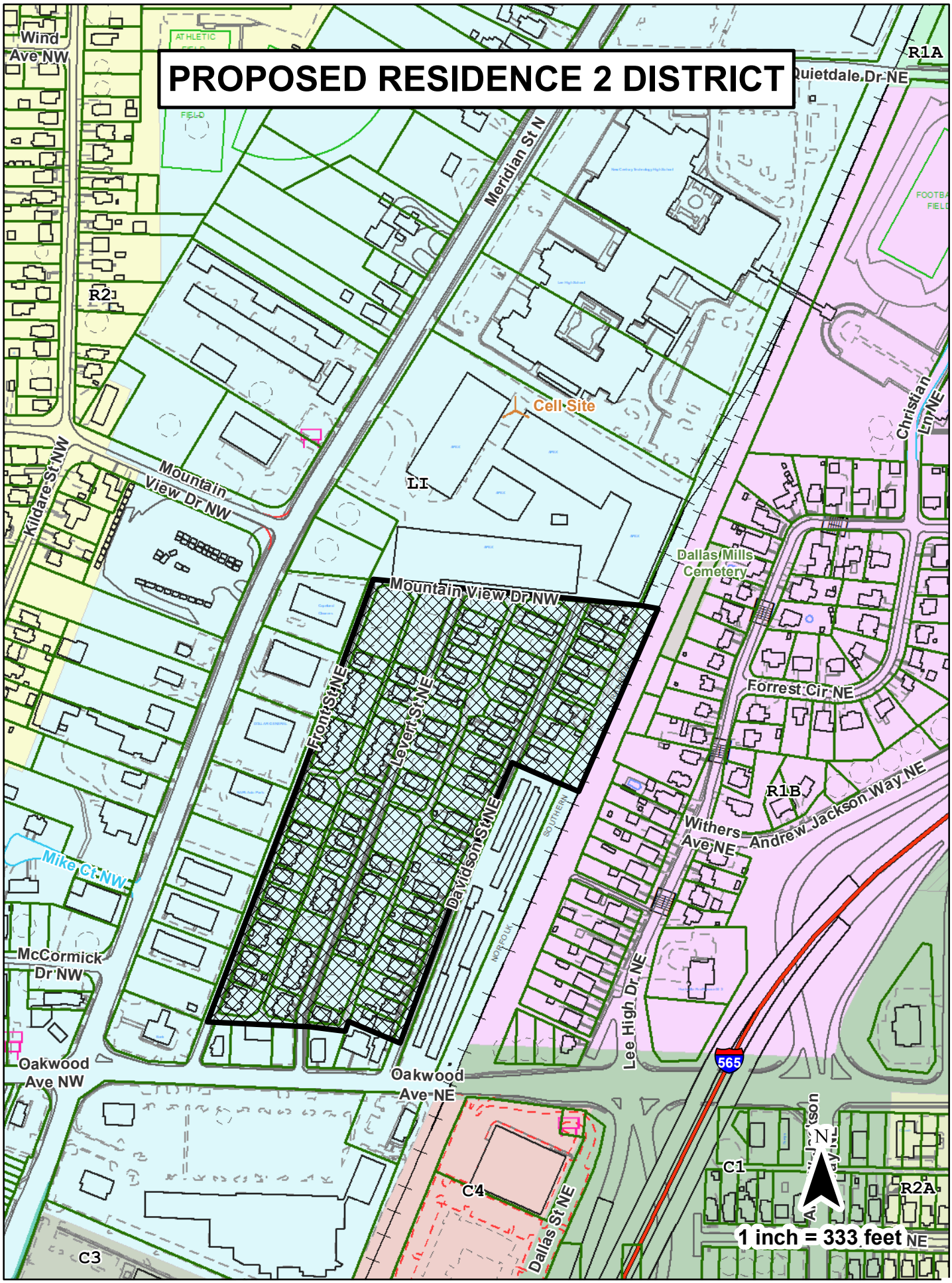
_____
Mayor of the City of Huntsville, Alabama

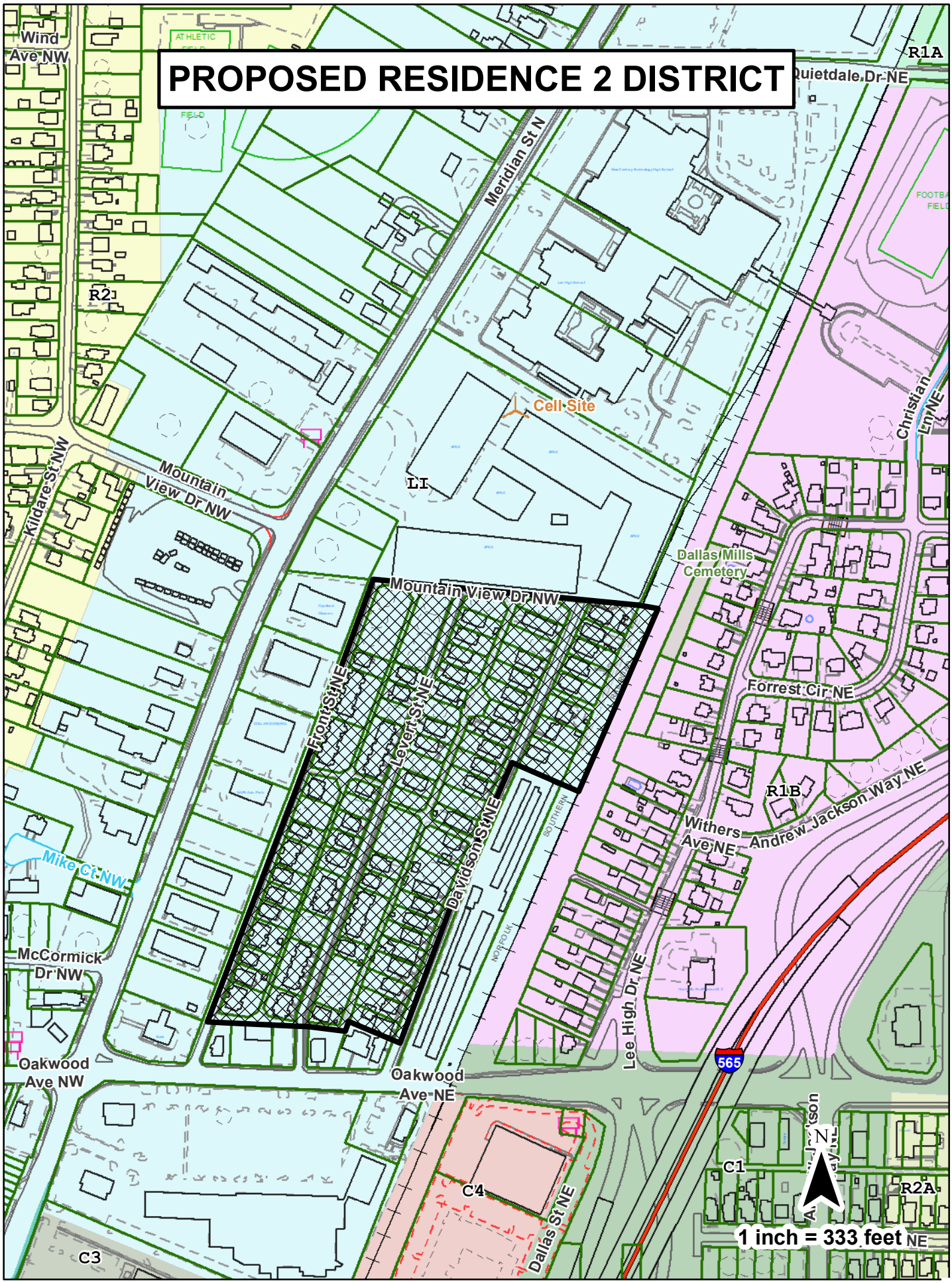
**ADOPTED** this the _____ day of _____, 2022.

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

**APPROVED** this the _____ day of _____, 2022.

_____
Mayor of the City of Huntsville, Alabama


PROPOSED RESIDENCE 2 DISTRICT
Wind Ave NW
R2
Meridian St N
R1A
Quietdale Dr NE
Cell Site
LI
Christian Ln NE
Kildare St NW
Mountain View Dr NW
Dallas Mills Cemetery
Front St NE
Levert St NE
Davidson St NE
Forrest Cir NE
R1B
Withers Ave NE
Andrew Jackson Way NE
Mike Ct NW
McCormick Dr NW
Lee High Dr NE
565
Oakwood Ave NW
Oakwood Ave NE
C1
C4
R2A
C3
Dallas St NE
N
1 inch = 333 feet


PROPOSED RESIDENCE 2 DISTRICT
Wind Ave NW
R2
R1A
Quietdale Dr NE
Meridian St N
Cell Site
LI
Christian Ln NE
Kildare St NW
Mountain View Dr NW
Dallas Mills Cemetery
Front St NE
Levert St NE
Davidson St NE
Forrest Cir NE
R1B
Withers Ave NE
Andrew Jackson Way NE
Mike Ct NW
McCormick Dr NW
Lee High Dr NE
565
Oakwood Ave NW
Oakwood Ave NE
C1
C4
R2A
C3
Dallas St NE
N
1 inch = 333 feet

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** 2022-0970

**Department:** Planning

**Subject:** **Type of Action:** Approval/Action

Resolution to set a public hearing on the rezoning of 10.47 acres of land lying on the west of Swancott Road and south of Success Drive from Commercial Industrial Park District to Highway Business C-4 District; and the introduction of an Ordinance pertaining to the same. (Set December 15, 2022 Regular Council Meeting)

Resolution No.

Ordinance No.

**Finance Information:**

**Account Number:** n/a

**City Cost Amount: $** 0

**Total Cost: $** 0

**Special Circumstances:**

**Grant Funded: $** 0

**Grant Title - CFDA or granting Agency:** n/a

**Resolution #:** n/a

**Location:**

**Address:** n/a

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

**Additional Comments:**

Recommended by Planning Commission.

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 11/10/2022 **File ID:** TMP-2220

**Department:** Planning

**Subject:** **Type of Action:** Approval/Action

Resolution to set a public hearing on the rezoning of 10.47 acres of land lying on the west of Swancott Road and south of Success Drive from Commercial Industrial Park District to Highway Business C-4 District; and the introduction of an Ordinance pertaining to the same. (Set December 15, 2022 Regular Council Meeting)

Resolution No.

Ordinance No.

**Finance Information:**

**Account Number:** n/a

**City Cost Amount: $** 0

**Total Cost: $** 0

**Special Circumstances:**

**Grant Funded: $** 0

**Grant Title - CFDA or granting Agency:** n/a

**Resolution #:** n/a

**Location:**

**Address:**

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

**Additional Comments:**

Recommended by Planning Commission

**RESOLUTION NO. 22-**

**WHEREAS**, the Planning Commission of the City of Huntsville, Alabama, has given consideration to an amendment to the Zoning Ordinance, a synopsis of said amendment being as follows:

(1) The rezoning of certain land lying on the west of Swancott Road and south of Success Drive from Commercial Industrial Park District to Highway Business C-4 District.

(2) The first publication of this resolution, this synopsis, and the ordinance hereinafter set out at length shall be in the Huntsville Times on the 20th day of November, 2022, and the second publication shall be one week thereafter on the 27th day of November, 2022, both of which publications shall be at least 15 days in advance of the date of the public hearing hereinafter referred to.

**WHEREAS**, it is the judgement and opinion of the City Council of the City of Huntsville, Alabama, that consideration should be given to the adoption of an amendment to the Zoning Ordinance of the City of Huntsville, Alabama, in accordance with said request;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, as follows:

1. That the City Council of the City of Huntsville, Alabama, shall meet at 5:30 p.m. on the 15th day of December, 2022, in the Council Chambers of the City of Huntsville Administration Building at 308 Fountain Circle in the City of Huntsville, Alabama, for the purpose of holding a public hearing at which time and place all persons, parties in interest and cities who desire, shall have an opportunity to be heard in opposition to or in favor of said Ordinance No. 22-____, which is introduced by the City Council of the City of Huntsville on the 10th day of November, 2022, amending the Zoning Ordinance of the City of Huntsville, Alabama.

2. That the proposed amendment to the Zoning Ordinance of the City of Huntsville, Alabama, is substantially in words and figures as follows:

**ORDINANCE NO. 22-_____**

AN ORDINANCE TO AMEND THE ZONING ORDINANCES OF THE CITY OF HUNTSVILLE, ALABAMA

---

The public welfare requiring it, and under authority granted by Section 11-52-78 of the 1975 Code of Alabama, **BE IT ORDAINED** by the City Council for the City of Huntsville, Alabama, as follows:

1. That the following area, land lying on the west of Swancott Road and south of Success Drive, which area is now shown and classified on the Official Zoning Maps of the City of Huntsville, Alabama, Commercial Industrial Park District, shall be shown and classified on the Official Zoning Maps of the City of Huntsville, Alabama, as Highway Business C-4 District, in the Zoning Ordinances of the City of Huntsville, Alabama, said property being particularly described as follows:

> All that part of Section 04, Township 05 South, Range 03 West of the Huntsville Meridian, in the City of Huntsville, Limestone County, Alabama more particularly described as beginning at a point located at the Northeast corner of said Section 04; thence South 00 Degrees 44 Minutes 11 Seconds West 2092.51 feet to a point; said point is further described as the Point of True Beginning; thence from the Point of True Beginning, South 01 Degree 19 Minutes 42 Seconds West 534.54 feet to a point; thence North 88 Degrees 40 Minutes 18 Seconds West 630.35 feet to a point; thence North 01 Degree 10 Minutes 22 Seconds East 528.89 feet to a point; thence North 88 Degrees 59 Minutes 30 Seconds West 74.12 feet to a point; thence North 01 Degree 19 Minutes 12 Seconds West 287.10 feet to a point; thence North 90 Degrees 00 Minutes 00 Seconds East 415.15 feet to a point; thence South 01 Degree 17 Minutes 58 Seconds East 293.26 feet to a point; thence South 89 Degrees 11 Minutes 04 Seconds East 290.70 feet to the Point of True Beginning and containing 10.47 acres more or less.

2. The boundaries of the above district as described and defined above are hereby established and shall be shown on the Official Zoning Maps of the City of Huntsville, Alabama, on file in the Planning Division of the Urban Development Department, in accordance with the various classifications herein enumerated and hereafter the regulations governing said district under the Zoning Ordinance of the City of Huntsville, Alabama, shall apply to the area so described.

3. This ordinance shall take effect from and after the date of publication.

**ADOPTED** this the _____ day of _____, 2022.

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

**APPROVED** this the _____ day of _____, 2022.

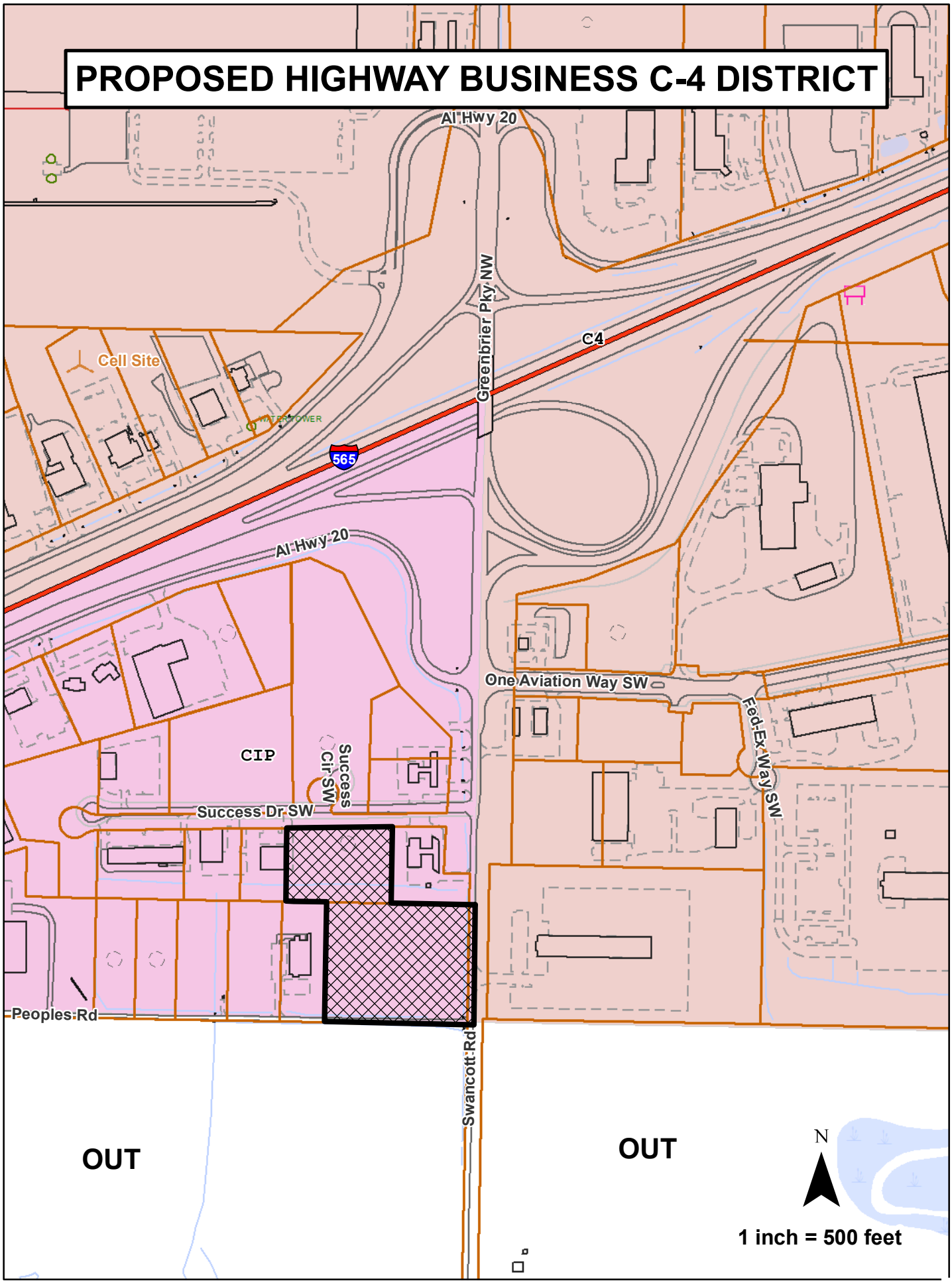
_____
Mayor of the City of Huntsville, Alabama

**ADOPTED** this the _____ day of _____, 2022.

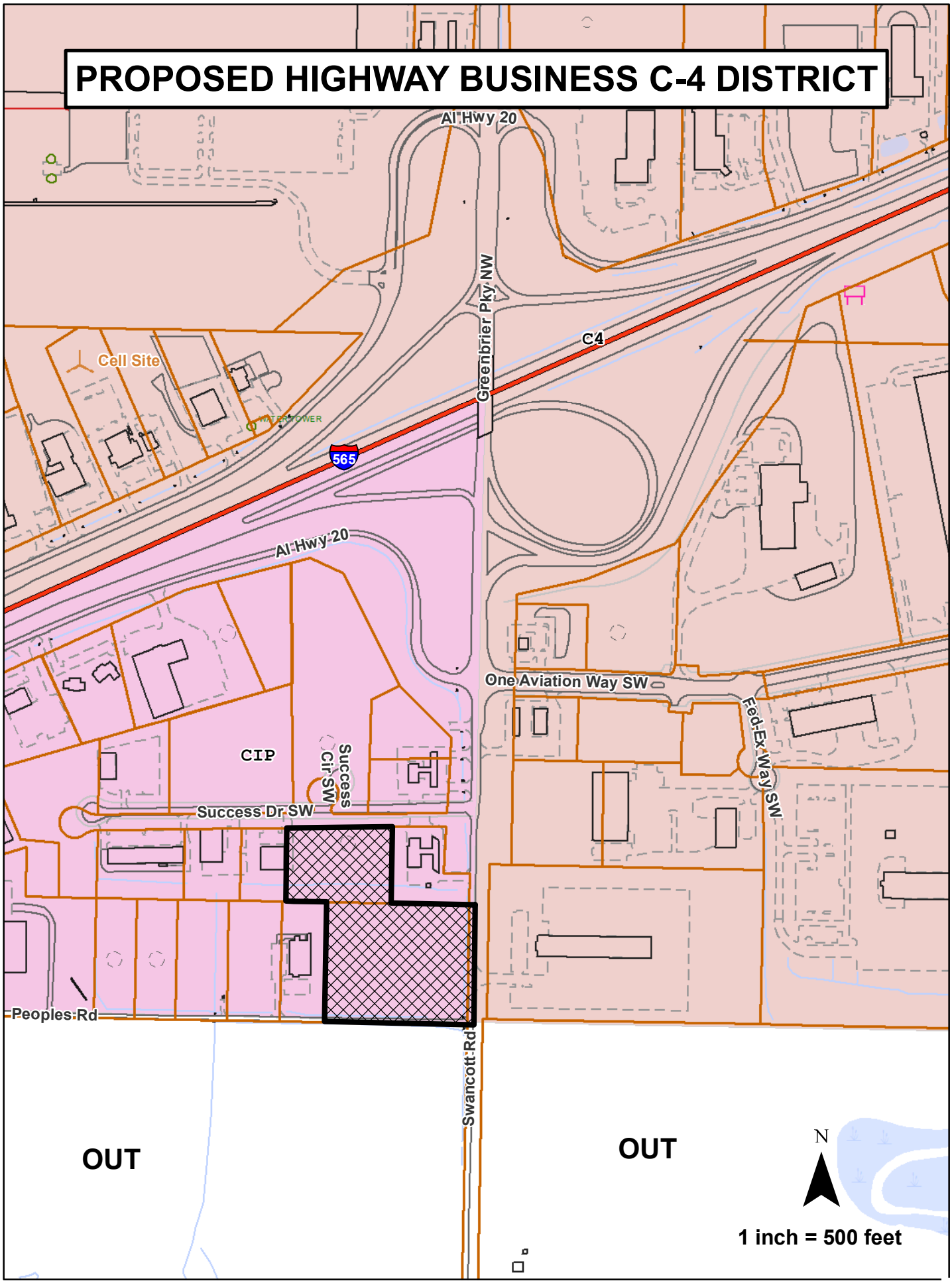
_____
President of the City Council of
the City of Huntsville, Alabama.

**APPROVED** this the _____ day of _____, 2022.

_____
Mayor of the City of Huntsville, Alabama


PROPOSED HIGHWAY BUSINESS C-4 DISTRICT
Al Hwy 20
Greenbrier Pky NW
C4
Cell Site
WATER TOWER
565
Al Hwy 20
One Aviation Way SW
Fed-Ex Way SW
CIP
Success Cir SW
Success Dr SW
Peoples Rd
Swancott Rd
OUT
OUT
N
1 inch = 500 feet

# PROPOSED HIGHWAY BUSINESS C-4 DISTRICT



308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** 2022-0971

**Department:** Planning

**Subject:** **Type of Action:** Approval/Action

Resolution to set a public hearing on the rezoning of 4.33 acres of land lying on the south of Holmes Avenue and west of Austin Drive from Residence 1-B District to Neighborhood Business C-1 District; and the introduction of an Ordinance pertaining to the same. (Set December 15, 2022 Regular Council Meeting)

Resolution No.

Ordinance No.

**Finance Information:**

**Account Number:** n/a

**City Cost Amount: $** 0

**Total Cost: $** 0

**Special Circumstances:**

**Grant Funded: $** 0

**Grant Title - CFDA or granting Agency:** n/a

**Resolution #:** n/a

**Location:**

**Address:** 4315 Holmes Ave W Ste 900, Huntsville, AL 35816
**District:** District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☒ District 5 ☐

**Additional Comments:**
Recommended by Planning Commission.

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 11/10/2022 **File ID:** TMP-2221

**Department:**

**Subject:** **Type of Action:** Approval/Action

Resolution to set a public hearing on the rezoning of 4.33 acres of land lying on the south of Holmes Avenue and west of Austin Drive from Residence 1-B District to Neighborhood Business C-1 District; and the introduction of an Ordinance pertaining to the same. (Set December 15, 2022 Regular Council Meeting)

Resolution No.

Ordinance No.

**Finance Information:**

**Account Number:** n/a

**City Cost Amount: $** 0

**Total Cost: $** 0

**Special Circumstances:**

**Grant Funded: $** 0

**Grant Title - CFDA or granting Agency:** n/a

**Resolution #:** n/a

**Location:**

**Address:** 4315 Holmes Ave W Ste 900, Huntsville, AL 35816
**District:** District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☒ District 5 ☐

**Additional Comments:**
Recommended by Planning Commission

**RESOLUTION NO. 22-**

**WHEREAS**, the Planning Commission of the City of Huntsville, Alabama, has given consideration to an amendment to the Zoning Ordinance, a synopsis of said amendment being as follows:

(1) The rezoning of certain land lying on the south of Holmes Avenue and west of Austin Drive from Residence 1-B District to Neighborhood Business C-1 District.

(2) The first publication of this resolution, this synopsis, and the ordinance hereinafter set out at length shall be in the Huntsville Times on the 20th day of November, 2022, and the second publication shall be one week thereafter on the 27th day of November, 2022, both of which publications shall be at least 15 days in advance of the date of the public hearing hereinafter referred to.

**WHEREAS**, it is the judgement and opinion of the City Council of the City of Huntsville, Alabama, that consideration should be given to the adoption of an amendment to the Zoning Ordinance of the City of Huntsville, Alabama, in accordance with said request;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, as follows:

1. That the City Council of the City of Huntsville, Alabama, shall meet at 5:30 p.m. on the 15th day of December, 2022, in the Council Chambers of the City of Huntsville Administration Building at 308 Fountain Circle in the City of Huntsville, Alabama, for the purpose of holding a public hearing at which time and place all persons, parties in interest and cities who desire, shall have an opportunity to be heard in opposition to or in favor of said Ordinance No. 22-____, which is introduced by the City Council of the City of Huntsville on the 10th day of November, 2022, amending the Zoning Ordinance of the City of Huntsville, Alabama.

2. That the proposed amendment to the Zoning Ordinance of the City of Huntsville, Alabama, is substantially in words and figures as follows:

**ORDINANCE NO. 22-_____**

AN ORDINANCE TO AMEND THE ZONING ORDINANCES OF THE CITY OF HUNTSVILLE, ALABAMA

---

The public welfare requiring it, and under authority granted by Section 11-52-78 of the 1975 Code of Alabama, **BE IT ORDAINED** by the City Council for the City of Huntsville, Alabama, as follows:

1. That the following area, land lying on the south of Holmes Avenue and west of Austin Drive, which area is now shown and classified on the Official Zoning Maps of the City of Huntsville, Alabama, Residence 1-B District, shall be shown and classified on the Official Zoning Maps of the City of Huntsville, Alabama, as Neighborhood Business C-1 District, in the Zoning Ordinances of the City of Huntsville, Alabama, said property being particularly described as follows:

> All that part of Section 33, Township 03 South, Range 01 West and Section 04, Township 04 South, Range 01 West of the Huntsville Meridian, in the City of Huntsville, Madison County, Alabama more particularly described as beginning at a point located at the Northeast Corner of said Section 04; thence South 86 Degrees 53 Minutes 57 Seconds West 2319.15 feet to a point; said point is further described as the Point of True Beginning; thence from the Point of True Beginning, South 01 Degree 45 Minutes 00 Seconds West 246.79 feet to a point; thence South 01 Degree 44 Minutes 59 Seconds West 89.57 feet to a point; thence North 88 Degrees 44 Minutes 15 Seconds West 419.67 feet to a point; thence North 01 Degree 45 Minutes 00 Seconds East 462.50 feet to a point; thence North 04 Degrees 25 Minutes 22 Seconds West 21.61 feet to a point; thence South 89 Degrees 40 Minutes 08 Seconds East 158.86 feet to a point; thence South 89 Degrees 23 Minutes 49 Seconds East 160.16 feet to a point; thence South 01 Degree 38 Minutes 32 Seconds West 153.31 feet to a point; thence South 89 Degrees 25 Minutes 48 Seconds East 102.77 feet back to the Point of True Beginning and containing 4.33 acres, more or less.

2. The boundaries of the above district as described and defined above are hereby established and shall be shown on the Official Zoning Maps of the City of Huntsville, Alabama, on file in the Planning Division of the Urban Development Department, in accordance with the various classifications herein enumerated and hereafter the regulations governing said district under the Zoning Ordinance of the City of Huntsville, Alabama, shall apply to the area so described.

3. This ordinance shall take effect from and after the date of publication.

**ADOPTED** this the _____ day of _____, 2022.

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

**APPROVED** this the _____ day of _____, 2022.

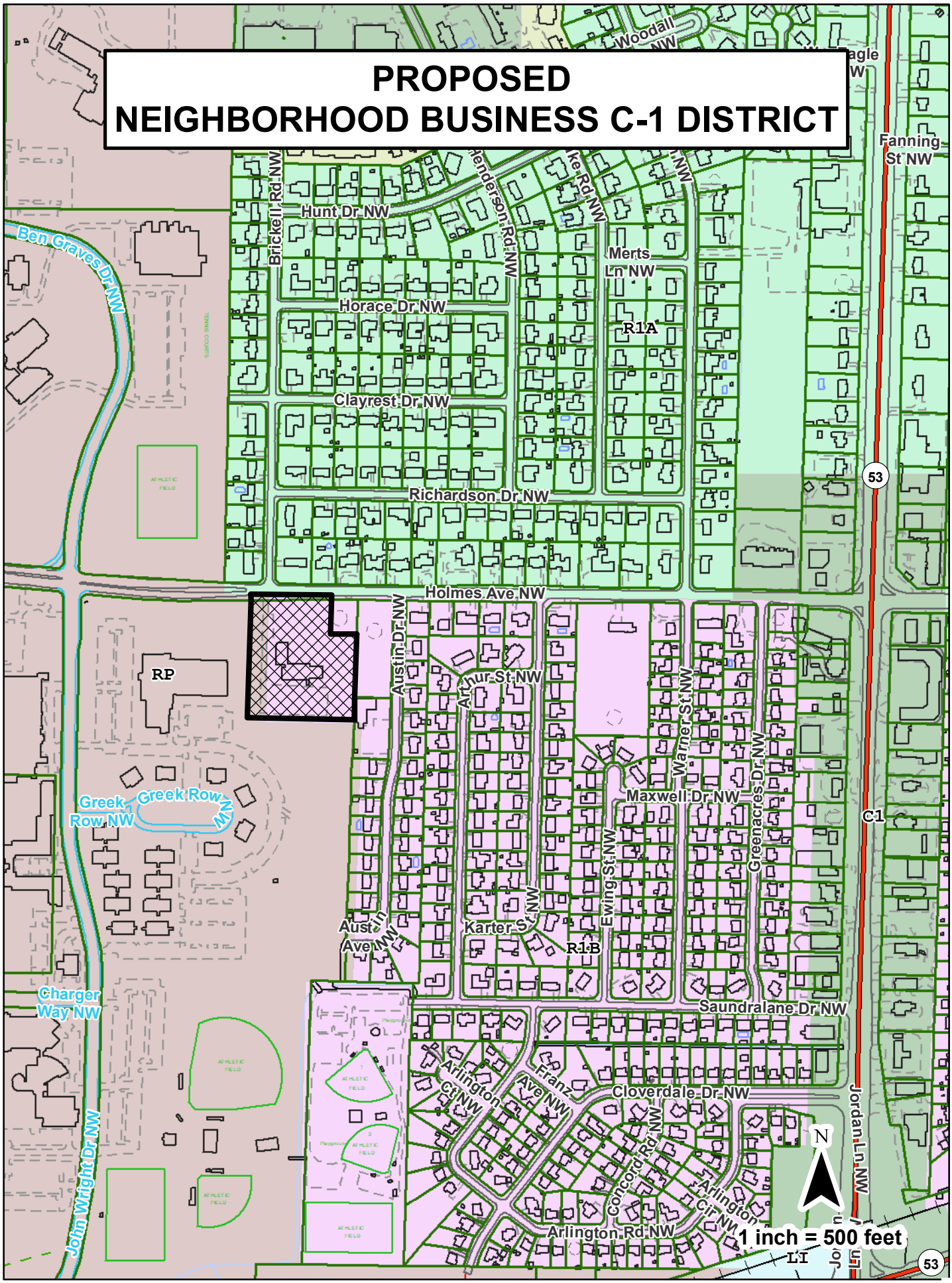
_____
Mayor of the City of Huntsville, Alabama

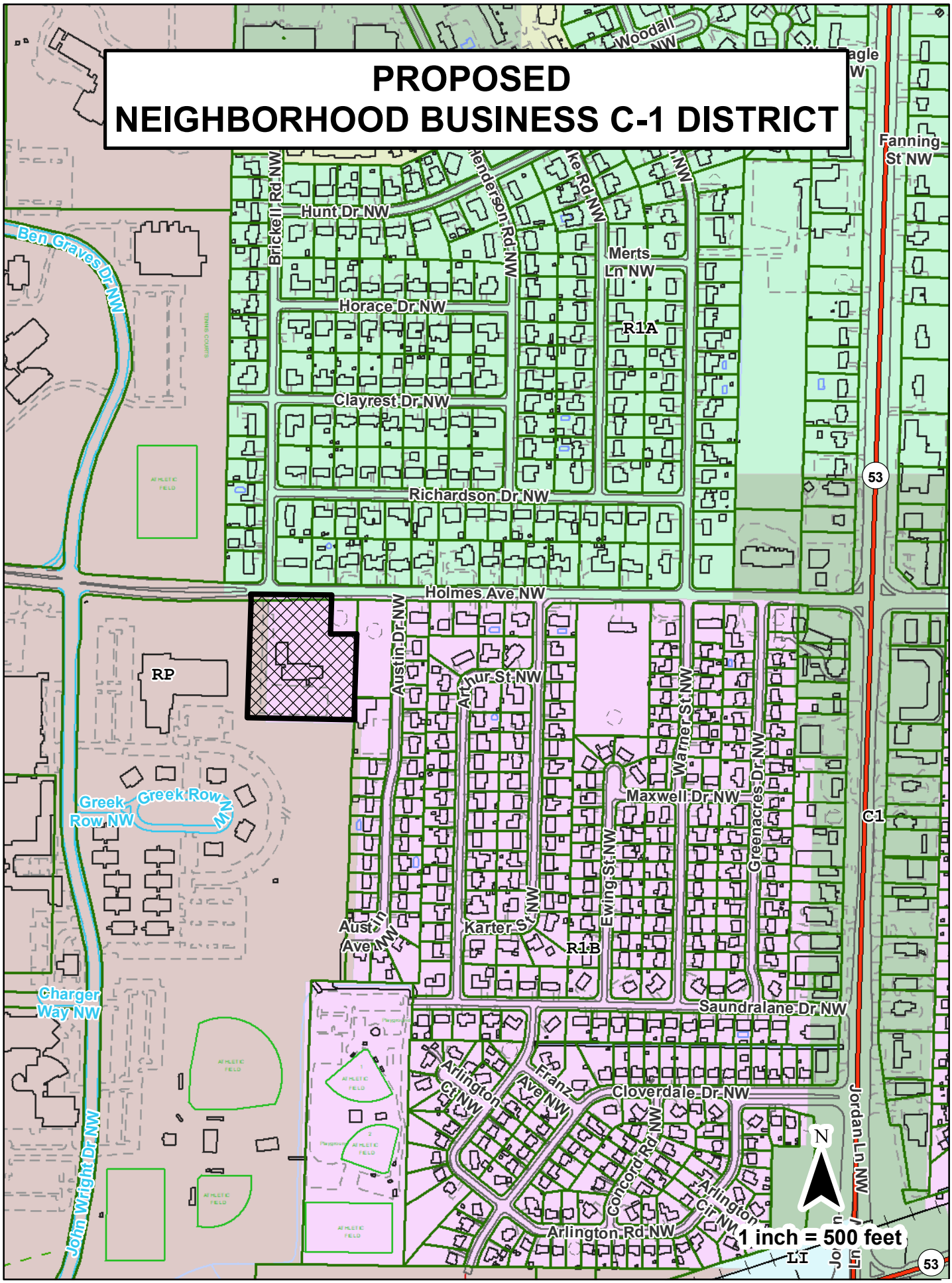
**ADOPTED** this the _____ day of _____, 2022.

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

**APPROVED** this the _____ day of _____, 2022.

_____
Mayor of the City of Huntsville, Alabama


PROPOSED
NEIGHBORHOOD BUSINESS C-1 DISTRICT
Woodall NW
Fanning St NW
Hunt Dr NW
Brickell Rd NW
Henderson Rd NW
Merts Ln NW
Ben Graves Dr NW
Horace Dr NW
R1A
Clayrest Dr NW
Richardson Dr NW
53
Holmes Ave NW
Austin Dr NW
Arthur St NW
Warner St NW
Greenacres Dr NW
RP
Greek Row NW
Maxwell Dr NW
C1
Ewing St NW
Karter St NW
R1B
Saundralane Dr NW
Charger Way NW
Arlington Ct NW
Franz Ave NW
Cloverdale Dr NW
Jordan Ln NW
Concord Rd NW
Arlington Ct NW
Arlington Rd NW
John Wright Dr NW
N
1 inch = 500 feet
LI
53


PROPOSED
NEIGHBORHOOD BUSINESS C-1 DISTRICT
Woodall
Fanning St NW
Brickell Rd NW
Hunt Dr NW
Henderson Rd NW
Merts Ln NW
Ben Graves Dr NW
Horace Dr NW
R1A
Clayrest Dr NW
Richardson Dr NW
53
Holmes Ave NW
Austin Dr NW
Arthur St NW
Warner St NW
Greenacres Dr NW
RP
Greek Row NW
Maxwell Dr NW
C1
Ewing St NW
Karter St NW
R1B
Saundralane Dr NW
Charger Way NW
Arlington Ct NW
Franz Ave NW
Cloverdale Dr NW
Jordan Ln NW
Concord Rd NW
Arlington Ct NW
Arlington Rd NW
John Wright Dr NW
N
1 inch = 500 feet
LI

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** 2022-0972

**Department:** Planning

**Subject:** **Type of Action:** Approval/Action

Resolution to a set public hearing on an ordinance amending the Zoning Ordinance Article 73 Supplementary Regulations and Modifications, Subsection 73.7.4 - Front Yards to update language regarding lots fronting on major streets as established by the Major Street Plan; and the introduction of an Ordinance pertaining to the same. (Set December 15, 2022 Regular Council Meeting)

Resolution No.

Ordinance No.

**Finance Information:**

**Account Number:** n/a

**City Cost Amount: $** 0

**Total Cost: $** 0

**Special Circumstances:**

**Grant Funded: $** 0

**Grant Title - CFDA or granting Agency:** n/a

**Resolution #:** n/a

**Location:**

**Address:** n/a
**District:** District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

**Additional Comments:**
Recommended by Planning Commission.

308 Fountain Circle
Huntsville, AL 35801

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 11/10/2022 **File ID:** TMP-2223

**Department:** Planning

**Subject:** **Type of Action:** Approval/Action

Resolution to a set public hearing on an ordinance amending the Zoning Ordinance Article 73 Supplementary Regulations and Modifications, Subsection 73.7.4 - Front Yards to update language regarding lots fronting on major streets as established by the Major Street Plan; and the introduction of an Ordinance pertaining to the same. (Set December 15, 2022 Regular Council Meeting)

Resolution No.

Ordinance No.

**Finance Information:**

**Account Number:** n/a

**City Cost Amount: $** 0

**Total Cost: $** 0

**Special Circumstances:**

**Grant Funded: $** 0

**Grant Title - CFDA or granting Agency:** n/a

**Resolution #:** n/a

**Location:**

**Address:** n/a
**District:** District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

**Additional Comments:**
Recommended by Planning Commission

**RESOLUTION NO. 22-_____**

**WHEREAS**, the Planning Commission of the City of Huntsville, Alabama, has given consideration to an amendment to the Zoning Ordinance, a synopsis of said amendment being as follows:

(1) Amend Article 73 - SUPPLEMENTARY REGULATIONS AND MODIFICATIONS, Subsection 73.7.4 – Front Yards to update language regarding lots fronting on major streets as established by the Major Street Plan.

(2) The first publication of this resolution, this synopsis, and the ordinance hereinafter set out at length shall be in the Huntsville Times on the 20th day of November, 2022, and the second publication shall be one week thereafter on the 27th day of November, 2022, both of which publications shall be at least 15 days in advance of the date of the public hearing hereinafter referred to.

**WHEREAS**, it is the judgement and opinion of the City Council of the City of Huntsville, Alabama, that consideration should be given to the adoption of an amendment to the Zoning Ordinance of the City of Huntsville, Alabama, in accordance with said request;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, as follows:

1. That the City Council of the City of Huntsville, Alabama, shall meet at 5:30 p.m. on the 15th day of December, 2022, in the Council Chambers of the City of Huntsville Administration Building at 308 Fountain Circle in the City of Huntsville, Alabama, for the purpose of holding a public hearing at which time and place all persons, parties in interest and cities who desire, shall have an opportunity to be heard in opposition to or in favor of said Ordinance No. 22-____, which is introduced by the City Council of the City of Huntsville on the 10th day of November, 2022, amending the Zoning Ordinance of the City of Huntsville, Alabama.

2. That the proposed amendment to the Zoning Ordinance of the City of Huntsville, Alabama, is substantially in words and figures as follows:

**ORDINANCE NO. 22-_____**

AN ORDINANCE TO AMEND THE ZONING ORDINANCES OF THE CITY OF HUNTSVILLE, ALABAMA

The public welfare requiring it, and under authority granted by Section 11-52-78 of the 1975 Code of Alabama, BE IT ORDAINED by the City Council for the City of Huntsville, Alabama, that the Zoning Ordinance of the City of Huntsville, Alabama, as adopted on the 21st day of March 1963, as amended, is hereby further amended as follows:

Section 1. Amend Zoning Ordinance ARTICLE 73 – SUPPLEMENTARY REGULATIONS AND MODIFICATIONS, Subsection 73.7.4 – Front Yards by updating:

> Where the developed lots within one hundred (100) feet on the same side of the street of any undeveloped lot have a greater or lesser front yard than required herein, the front yard of such undeveloped lot shall be within five (5) feet of the average front yard; provided no front yard shall be less than twenty (20) feet except in a Residence 1-C district, and further provided this section shall not apply to secondary front yards, or lots fronting on major streets as established by the Major Street Plan.

to read as follows:

> Where the developed lots within one hundred (100) feet on the same side of the street of any undeveloped lot have a greater or lesser front yard than required herein, the front yard of such undeveloped lot shall be within five (5) feet of the average front yard; provided no front yard shall be less than twenty (20) feet except in a Residence 1-C district, and further provided this section shall not apply to secondary front yards, or lots fronting on arterials and major collectors as established by the Major Street Plan.

Section 2. This ordinance shall take effect from and after the date of its publication.

**ADOPTED** this the ____ day of _____, 2022

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

**APPROVED** this the ____ day of _____, 2022

_____
Mayor of the City of Huntsville, Alabama

**ADOPTED** this the _____ day of _____, 2022.

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

**APPROVED** this the _____ day of _____, 2022.

_____
Mayor of the City of Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** 2022-0973

**Department:** Planning

**Subject:** **Type of Action:** Approval/Action

Resolution to a set public hearing on an ordinance amending the Zoning Ordinance to add Article 77 - Medical Cannabis Facilities Regulations; and the introduction of an Ordinance pertaining to the same. (Set December 15, 2022 Regular Council Meeting)

Resolution No.

Ordinance No.

**Finance Information:**

**Account Number:** n/a

**City Cost Amount: $** 0

**Total Cost: $** 0

**Special Circumstances:**

**Grant Funded: $** 0

**Grant Title - CFDA or granting Agency:** n/a

**Resolution #:** n/a

**Location:**

**Address:** n/a
**District:** District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

**Additional Comments:**
Recommended by Planning Commission.

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 11/10/2022 **File ID:** TMP-2224

**Department:** Planning

**Subject:** **Type of Action:** Approval/Action

Resolution to a set public hearing on an ordinance amending the Zoning Ordinance to add Article 77 - Medical Cannabis Facilities Regulations; and the introduction of an Ordinance pertaining to the same. (Set December 15, 2022 Regular Council Meeting)

Resolution No.

Ordinance No.

**Finance Information:**

**Account Number:** n/a

**City Cost Amount: $** 0

**Total Cost: $** 0

**Special Circumstances:**

**Grant Funded: $** 0

**Grant Title - CFDA or granting Agency:** n/a

**Resolution #:** n/a

**Location:**

**Address:** n/a
**District:** District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

**Additional Comments:**
Recommended by Planning Commission

**RESOLUTION NO. 22-_____**

**WHEREAS**, the Planning Commission of the City of Huntsville, Alabama, has given consideration to an amendment to the Zoning Ordinance, a synopsis of said amendment being as follows:

(1) Adds new Article 77 - MEDICAL CANNABIS FACILITIES REGULATIONS to accommodate the medical needs of patients in this community, provide local employment opportunities, and generate revenue, while protecting the public health, safety and general welfare, by establishing appropriate locations for the siting of duly licensed medical cannabis facilities.

(2) The first publication of this resolution, this synopsis, and the ordinance hereinafter set out at length shall be in the Huntsville Times on the 20th day of November, 2022, and the second publication shall be one week thereafter on the 27th day of November, 2022, both of which publications shall be at least 15 days in advance of the date of the public hearing hereinafter referred to.

**WHEREAS**, it is the judgement and opinion of the City Council of the City of Huntsville, Alabama, that consideration should be given to the adoption of an amendment to the Zoning Ordinance of the City of Huntsville, Alabama, in accordance with said request;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, as follows:

1. That the City Council of the City of Huntsville, Alabama, shall meet at 5:30 p.m. on the 15th day of December, 2022, in the Council Chambers of the City of Huntsville Administration Building at 308 Fountain Circle in the City of Huntsville, Alabama, for the purpose of holding a public hearing at which time and place all persons, parties in interest and cities who desire, shall have an opportunity to be heard in opposition to or in favor of said Ordinance No. 22-____, which is introduced by the City Council of the City of Huntsville on the 10th day of November, 2022, amending the Zoning Ordinance of the City of Huntsville, Alabama.

2. That the proposed amendment to the Zoning Ordinance of the City of Huntsville, Alabama, is substantially in words and figures as follows:

**ORDINANCE NO. 22-_____**

AN ORDINANCE TO AMEND THE ZONING ORDINANCES OF THE CITY OF HUNTSVILLE, ALABAMA

The public welfare requiring it, and under authority granted by Section 11-52-78 of the 1975 Code of Alabama, BE IT ORDAINED by the City Council for the City of Huntsville, Alabama, that the Zoning Ordinance of the City of Huntsville, Alabama, as adopted on the 21st day of March 1963, as amended, is hereby further amended as follows:

Section 1. Add new ARTICLE 77 - MEDICAL CANNABIS FACILITIES REGULATIONS to read as follows:

ARTICLE 77 MEDICAL CANNABIS FACILITIES REGULATIONS

Findings and Purpose.

(1) The *Darren Wesley 'Ato' Hall Compassion Act*, 2021 Alabama Laws Act 2021-450, (the "Act") was enacted by the Alabama Legislature and codified in Code of Ala. 1975, Title 20, Chapter 2A, "to create within Alabama a wholly intrastate system for the cultivation, processing, and distribution of medical cannabis in the interest of protecting its own residents from the danger that recreational cannabis poses" (Code of Ala. 1975 § 20-2A-2).

(2) The Act legalizes and establishes a comprehensive regulatory framework for medical cannabis, including the licensing and strict regulation of the cultivation, processing, transporting, testing, and dispensing of medical cannabis.

(3) The Act specifically finds as follows: "Establishing a program providing for the administration of cannabis derivatives for medical use in this state will not only benefit patients by providing relief for pain and other debilitating symptoms, but also provide opportunities for patients with these debilitating conditions to function and have a better quality of life and provide employment and business opportunities for farmers and other residents of this state and revenue to state and local governments." (Code of Ala.1975 § 20-2A-2).

(4) The Act, and the rules promulgated thereunder, preserve the zoning authority of municipalities in this state. Medical cannabis facilities could be or are incompatible with certain other uses within the corporate limits of the city and due consideration should be given to the appropriate location for medical cannabis facilities within the community in order to preserve and promote the public health, safety and general welfare

(5) The purpose of this article is to accommodate the medical needs of patients in this community, provide local employment opportunities, and generate revenue, while protecting the public health, safety and general welfare, by establishing appropriate locations for the siting of duly licensed medical cannabis facilities, subject to applicable conditions as set forth in this article.

77.1 - Definitions

For the purpose of this article, the following words, terms and phrases shall have the meanings respectively ascribed to them within this section. Additional terms within this article that are utilized throughout the zoning ordinance may also be defined in article 3 of the zoning ordinance. See also the definitions and rules of construction set forth in section 1-2 of the Code of Ordinances of the City of Huntsville, which generally apply to all ordinances of the city.

Ancillary dispensing site facilities mean facilities that are ancillary to the operation of a dispensing site that is owned or leased and operated by a dispensary or an integrated facility, such as a business office and warehouse, where no medical cannabis products are offered for sale at such facilities. The term does not include those aspects of an integrated facility related to its activities as a cultivator, processor, or secure transporter.

Commission means the Alabama Medical Cannabis Commission created pursuant to Code of Ala. 1975 § 20-2A-20.

Cultivator means an entity licensed by the commission (or as applicable, the Department of Agriculture and Industries) under Code of Ala. 1975 § 20-2A-62 authorized to grow cannabis pursuant to Code of Ala. 1975, Title 20, Chapter 2A, Article 4.

Dispensary means an entity licensed by the commission under Code of Ala. 1975 § 20-2A-64 authorized to dispense and sell medical cannabis at dispensing sites to registered qualified patients and registered caregivers pursuant to Code of Ala. 1975, Title 20, Chapter 2A, Article 4.

Dispensing site means a site operated by a dispensary licensee or an integrated facility licensee pursuant to Code of Ala. 1975, Title 20, Chapter 2A, Article 4; provided, however, the term does not include ancillary dispensing site facilities.

Integrated facility means an entity licensed under Code of Ala. 1975 § 20-2A-67 authorized to perform the functions of a cultivator, processor, secure transporter, and dispensary pursuant to Code of Ala. 1975, Title 20, Chapter 2A, Article 4.

Medical cannabis facility or facility means any facility, or land associated with a facility, of a cultivator, processor, secure transporter, state testing laboratory, dispensary, or integrated facility licensed by the commission under Code of Ala. 1975, Title 20, Chapter 2A, Article 4.

Premises means a structure, whether stand-alone or within a multi-use structure, strip mall or other such retail facility, housing a medical cannabis facility, all portions of the real property where a medical cannabis facility operates, including but not limited to the parking lot and any peripheral space outside the structure housing the facility.

Processor means an entity licensed by the commission under Code of Ala. 1975 § 20-2A-63 authorized to purchase cannabis from a cultivator and extract derivatives from the cannabis to produce a medical cannabis product or products for sale and transfer in packaged and labeled form to a dispensing site pursuant to Code of Ala. 1975, Title 20, Chapter 2A, Article 4.

Protected property means the real property on which a public or private school for students in any grade K-12 (not including a residence in which school-age children are being home-schooled) has actively operated within the last six months, or the real property on which a licensed daycare or childcare facility has actively operated within the last six months.

Secure transporter means an entity licensed by the commission under Code of Ala. 1975 § 20-2A-65 authorized to transport cannabis or medical cannabis from one licensed facility or site to another licensed facility or site.

State testing laboratory means an entity licensed under Code of Ala. 1975 § 20-2A-66 authorized to test cannabis and medical cannabis to ensure the product meets safety qualifications required under Code of Ala. 1975, Title 20, Chapter 2A.

77.2 - Measurements

(a) Where this article provides that a medical cannabis facility shall be at least a certain stated distance from a protected property or a residential zoning district, the distance shall be measured in a straight line from the property line of the medical cannabis facility premises to the property line of the protected property, or to the district line of the residential zoning district; which measurement shall be measured at the nearest possible point between the two.

(b) Where this article provides that the main entry of a dispensary or integrated facility (dispensing site only) shall be at least a certain stated distance from the main entry of another dispensary or integrated facility (dispensing site only), the distance between main entries shall be measured in a straight line at the nearest possible point between the two. If a main entry is unclear, the final determination of what constitutes a main entry shall be as determined by the zoning administrator.

77.3 - Permitted Medical Cannabis Facilities by Districts

Subject to applicable provisions of this zoning ordinance, including applicable district regulations, medical cannabis facilities shall be permitted only in the following zoning districts, as hereinafter conditioned:

77.3.1 Medical District

Subject to section 77.6 below, dispensary and integrated facility operating a dispensing site only -- provided that such uses shall be subject to each of the following conditions:

1) The location of a dispensary or integrated facility (dispensing site only) must be at least one thousand (1000) feet from any protected property.

2) The location of a dispensary or integrated facility (dispensing site only) shall not abut a residential zoning district.

3) The main entry of a dispensary or integrated facility (dispensing site only) must be at least three hundred (300) feet from the main entry of another dispensary or integrated facility (dispensing site only), and may not occupy space in the same multi-use structure, strip mall or other such retail facility as another dispensary or integrated facility (dispensing site only). Priority (first-in-time) as to a location under this section shall be based on which facility is first to have recorded in the office of the judge of probate of the county in which the land is located an instrument, meeting the prerequisites of state law for such instruments, evidencing a current leasehold estate, fee estate, option to purchase, or real estate sales contract in the premises.

77.3.2 Heavy Industry District

Cultivator, integrated facility (with no dispensing site), processor, and secure transporter -- provided that such uses shall be subject to each of the following conditions:

1) The location of such facilities must be at least one thousand (1000) feet from any protected property.

2) The location of such facilities must be at least one thousand (1000) feet from any residential zoning district except where the premises are separated from said residential zoning district by an expressway or an interstate highway.

3) The emission of noxious or objectionable odors which are detectable without instruments at or beyond the property line are prohibited.

4) Except in the case of an integrated facility, the minimum lot size for a facility shall be not less than one (1) acre.

5) For an integrated facility, the minimum lot size for such facility shall not be less than two (2) acres, and the integrated facility shall not include a dispensing site.

6) Where a facility's premises abuts a residential use there shall be a buffer of screen planting.

State testing laboratory -- provided that such use shall be subject to each of the following conditions:

1) The location of such facility must be at least one thousand (1000) feet from any protected property.

2) The location of such facility must be at least five hundred (500) feet from any residential zoning district except where the premises are separated from said residential zoning district by an expressway or an interstate highway.

77.3.3 Research Park West and Commercial Industrial Park Districts

State testing laboratory -- provided that such use shall be subject to each of the following conditions:

1) The location of such facility must be at least one thousand (1000) feet from any protected property.

2) The location of such facility must be at least five hundred (500) feet from any residential zoning district except where the premises are separated from said residential zoning district by an expressway or an interstate highway.

77.4 Ancillary Dispensing Site Facilities.

Ancillary dispensing site facilities shall be allowed in the zoning districts where the particular type of use is generally allowed. For example, if the ancillary dispensing site facility is a warehouse, then the warehouse shall be allowed in the zoning district where warehouses are generally allowed, subject to applicable regulations.

77.5 State Law. Nothing in this article shall be construed to allow what the Act and the rules and regulations promulgated thereunder prohibit.

77.6 Authorization for Dispensing Sites. The Act prohibits the operation of dispensing sites by dispensaries or integrated facilities in municipalities in this state whose governing body has not adopted an ordinance authorizing the operation of dispensing sites within the corporate limits of the municipality. Nothing in this article shall be construed to constitute such an ordinance authorizing dispensing sites in the corporate limits of the city, and unless and until the city council adopts a separate ordinance authorizing the operation of dispensing sites in the city limits, then dispensaries or integrated facilities operating dispensing sites shall not be allowed under this article. Upon the passage of a separate ordinance of the city council authorizing the operation of dispensing sites in the city limits by dispensaries or integrated facilities, then such uses shall be allowed in accordance with and subject to the provisions of this article.

77.7 - Severability

Should any section or provision of this ordinance be held void or invalid, it shall not affect the validity of any other section or provision thereof which is not of itself void or invalid, it being the purpose and intention of the City Council to enact each separate section and/or sub-section separately.

Section 2. This ordinance shall take effect from and after the date of its publication.

**ADOPTED** this the ____ day of _____, 2022

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

**APPROVED** this the ____ day of _____, 2022

_____
Mayor of the City of Huntsville, Alabama

**ADOPTED** this the _____ day of _____, 2022.

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

**APPROVED** this the _____ day of _____, 2022.

_____
Mayor of the City of Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** 2022-1097

**Department:** Community Development

**Subject:** **Type of Action:** Approval/Action

Public Hearing authorizing the City Clerk-Treasurer to assess the cost of cleanup and removal of a public nuisance located at 6311 Marsh Ave, NW Huntsville, AL, and consideration of a Resolution pertaining to the same.

Resolution No.

**Does this item need to be published?** **No**

If yes, please list preferred date(s) of publication: _____

**Finance Information:**

**Account Number:** N/A

**City Cost Amount: $** 0

**Total Cost: $** 0

**Special Circumstances:**

**Grant Funded: $** 0

**Grant Title - CFDA or granting Agency:** N/A

**Resolution #:** N/A

**Location:** **(list below)**

**Address:** 6311 Marsh Ave NW
**District:** District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☒ District 5 ☐

**Additional Comments:**
Public hearing and Resolution to authorize a lien for the cleanup and removal of a junk public nuisance at 6311 Marsh Ave NW, Huntsville, AL.

**RESOLUTION NO. 22-_____**

**WHEREAS**, by Resolution No. 22-745, the City Council of the City of Huntsville, a municipal corporation in the State of Alabama, authorized the Manager of Community Development of the City of Huntsville, Alabama to remove the accumulation of junk and debris, damaged swimming pools, fire damaged remains of the primary structure and fire damaged remains of accessory structure(s) on property hereinafter more particularly identified; and

**WHEREAS**, the City subsequently removed the structure pursuant to Resolution No**.** 22-745, dated 09/22/2022; and

**WHEREAS,** the Manager of Community Development has subsequently mailed the owner of said property a copy of the report of the cost of cleanup and demolition; the owner was further notified by letter that an assessment would be placed against subject property for nonpayment of demolition costs by a stipulated date; and

**WHEREAS,** it appears that all things necessary and proper have been done to make final the assessment against the property for the cost of cleanup and demolition and that the stipulated date for payment of cleanup and demolition has expired;

**NOW, THEREFORE, BE IT RESOLVED,** by the City Council of the City of Huntsville, Alabama, that the City Clerk-Treasurer hereby assesses the cost demolition against the described property listed in Attachment A of this Resolution in the amounts indicated; AND, that the City Clerk-Treasurer is hereby authorized, requested and directed to levy the amount of such assessments against the property indicated and to collect the same in the same manner as other assessments are collected.

**BE IT FURTHER RESOLVED,** by the City Council of the City of Huntsville, Alabama, that the Manager of Community Development, or his/her appointed designee, is hereby authorized, requested and directed to file in the Office of the Judge of Probate of Madison County, Alabama, a certified copy of this Resolution along with a lien instrument known as "Notice of Property Assessment, City of Huntsville - State Act No. 71-1320 on all properties listed in Attachment A of this Resolution, in the amounts indicated plus any recording or filing fees and plus any legal late penalty fees as determined by the Department of Community Development of the City of Huntsville, Alabama.

**ADOPTED** this the 15th day of December, 2022.

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

**APPROVED** this the 15th day of December, 2022.

_____
Mayor
of the City of Huntsville, Alabama

**RESOLUTION NO. 22-_____**

Attachment A, Page 1

DEMOLITION OF PUBLIC NUISANCE BY CITY

| Name and Address of Property Owner | Property Location and Description | Date of Removal | Amount Charged |
|---|---|---|---|
| Samuel Todd<br>6311 Marsh Ave NW<br>Huntsville, AL 35806 | 6311 Marsh Ave NW | 10-11-2022 | $15,931.84 |

Lot 13 Blk 2 Sherwood Park S/D
PPIN: 25855 PARCEL: 1703064003094000

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** 2022-1098

**Department:** Community Development

**Subject:** **Type of Action:** Approval/Action

Public Hearing on a Resolution authorizing the demolition of an unsafe building constituting a public nuisance located at 2106 Boardman St SW, Huntsville.

Resolution No.

**Does this item need to be published?** **No**

If yes, please list preferred date(s) of publication: _____

**Finance Information:**

**Account Number:** N/A

**City Cost Amount: $** 0

**Total Cost: $** 0

**Special Circumstances:**

**Grant Funded: $** 0

**Grant Title - CFDA or granting Agency:** N/A

**Resolution #:** N/A

**Location:** **(list below)**

**Address:** 2106 Boardman St SW
**District:** District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☒ District 5 ☐

**Additional Comments:**

This resolution will authorize the demolition of an unsafe building located at 2106 Boardman St SW, Huntsville, AL.

**RESOLUTION NO. 22-_____**

**WHEREAS**, the Manager of Community Development for the City of Huntsville, Alabama, has inspected or caused to be inspected property situated at 2106 Boardman St SW in Huntsville, Alabama, and has determined that the structure, any and all accessory structures, is unsafe; and

**WHEREAS**, the Manager of Community Development for the City of Huntsville, Alabama, did on 11/3/2022, cause to be and issued to owners of record of the property, Notice to Demolish Structure, Official Notice No. 22-6108PNS, a copy of which is attached hereto as Exhibit A, being substantially similar in words to that document identified as "Notice of Public Nuisance", a copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville; and

**WHEREAS**, any structure located on said property has not been demolished as required by said notice, and no appeal having been taken therefrom as by law provided; and

**WHEREAS**, photographs showing the condition of the property are attached hereto as Exhibit B; and

**WHEREAS**, independent contractors have inspected the structure(s) and determined that the cost of repair and rehabilitation is not economically feasible and is of the opinion that the structure(s) should be demolished, and has given a written statement to that effect, a copy of which is attached hereto as Exhibit C; and

**WHEREAS**, in the judgment of the Manager of the Department of Community Development of the City of Huntsville, Alabama, the structure(s) in question cannot be reasonably repaired, and that demolition of the structure, including any and all accessory structures, and contents therein, if any, is necessary to protect the public health, safety and general welfare.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Huntsville, Alabama, that upon the expiration of ten (10) days from today's date, Manager of the Department of Community Development, City of Huntsville, Alabama, is authorized to proceed, pursuant to § 11-40-30 et seq., Code of Alabama (1975), to demolish and remove the structure(s) and contents, if any, at 2106 Boardman St SW more particularly described as follows to-wit: LOT 4 BLOCK 174 LOWE CORP ADD, and to assess the reasonable costs for demolition and removal of debris against said property.

**BE IT FURTHER RESOLVED**, by the City Council of the City of Huntsville, Alabama, that the Manager of Community Development, or his/her appointed designee, is hereby authorized to take all lawful and necessary actions to accomplish the foregoing.

**RESOLUTION NO. 22-_____**

**ADOPTED** this the 15th day of December, 2022.

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

_____
Mayor
of the City of Huntsville, Alabama

**Department of Community Development**
**Code Enforcement Division**

Scott Erwin, Manager, Community Development

**120 Holmes Avenue E.**
**P.O. Box 308**
**Huntsville, AL 35804**

Phone: (256) 427-5400, FAX: (256) 427-5431

***Area: 3*** ***CT: t21*** ***CD: 4*** ***PV: 0*** ***Insp.: was/pb*** ***FINAL: 12/5/2022***

# OFFICIAL NOTICE NO. 22-6108PNS

Kenneth Books Agent for the Estate of Annis Brooks
2378 Jordan Rd
Huntsville, AL 35811

## Re: 2106 Boardman St SW

PPIN: 23293 PARCEL: 1701024003049000
Legal Description: LOT 4 BLOCK 174 LOWE CORP ADD

**Date Inspected: 11/1/2022** **Notice Issued: 11/3/2022** **DEMOLISH BY: 12/5/2022**

In accordance with Sec. 11-40-30 et seq., Code of Alabama (1975), the Housing Official of the City of Huntsville, Alabama has determined that the structure located on the property described above is unsafe and constitutes a public nuisance due
to the following conditions:

**NOTICE TO DEMOLISH STRUCTURE**
**VIOLATIONS**

- **Direct-wired electrical smoke detector unit missing.**
- **Exterior door damaged: rear**
- **Exterior door frame damaged: rear**
- **Exterior door hardware damaged: rear**
- **Unit/structure is open and accessible to the public.**
- **Electrical outlet missing: bathroom, middle bedroom**
- **Electrical outlet cover missing: kitchen, bathroom, rear bedroom, living room, front bedroom**
- **Light fixture damaged: front bedroom**
- **Light fixture not properly installed: front bedroom**
- **Interior floor has hole: front bedroom**
- **Interior floor incapable of bearing load: throughout**
- **Interior floor collapsed: throughout**
- **Interior floor not in good repair: throughout**
- **Interior wall has hole: kitchen, front bedroom**
- **Interior wall not in good repair: kitchen, front bedroom**
- **Interior ceiling has hole: front bedroom**
- **Interior ceiling not in good repair: front bedroom**
- **Water heater missing.**
- **Splice in electrical wiring must be in approved junction box: kitchen**
- **Trim damaged: left**
- **Door sill rotted: rear**
- **Interior ceiling collapsed: front bedroom**
- **Bathtub faucet missing: bathroom**
- **Interior floor not impervious to water: kitchen, bathroom**
- **Kitchen sink lacks trap.**
- **Foundation wall has holes: left, right, rear**
- **Foundation vent missing: left, right, rear**
- **Foundation sill rotted: right, rear**
- **Access door rotted: rear**
- **Access door damaged: rear**
- **Exterior wall has hole: right, rear**
- **Exterior siding loose: right, rear**
- **Trim loose: left**
- **Window pane broken: left**

- **Window pane missing: left, right**
- **Window trim lacks paint: left**
- **Roof decking rotted: left**
- **Roof rafter rotted: front**
- **Roof finish covering missing: left**
- **Step protective railing missing: rear**
- **Step protective railing balusters are greater than 6" on center: rear**
- **Unit has bare and exposed wiring: kitchen, bathroom**

**This structure must be demolished and removed prior to: 12/5/2022**

Demolition permits must be obtained from the City of Huntsville Inspection Department and work commenced and completed by the specified date.

**Failure to comply with this notice by the specified date may result in the property being presented to the City Council as a public nuisance for demolition by the City of Huntsville. If the City of Huntsville demolishes the structure, all costs incurred will be assessed against the property and will be added to the tax bill of the property. Failure to pay the assessment will result in foreclosure and the property being sold.**

REQUEST FOR HEARING: Any person, firm, or corporation having an interest in the building or structure may file a written request for a hearing to the City Council of the City of Huntsville, Alabama. The written request must be received by the City Council of the City of Huntsville prior to 11/24/2022. The written request must contain the objections to the finding by the Housing Official that the building or structure is unsafe to the extent of being a public nuisance. The request may be mailed or delivered to:

CITY COUNCIL OF THE CITY OF HUNTSVILLE
P.O. BOX 308
308 FOUNTAIN CIRCLE
HUNTSVILLE, AL 35801

Your cooperation will be appreciated. For questions related to this notice, please call Bill Sweetman, Housing Specialist, at
(256) 564-8035.

Bill Sweetman, Housing Specialist
Phone: (256) 564-8035

cc: Donald Greg Brooks
1000 Airport Rd (Apt. 1-24)
Huntsville, AL 35802

Robert Brooks
128 South Hawk Dr
Rainbow City, AL 35906

Zachary Brooks
155 Hiawatha Place
Rainbow City, AL 35906

Mark Jeffrey Brooks
250 Bradford Ln
Huntsville, AL 35811

Pamela Brooks
5816 Laurelwood Dr
Crestview, FL 32539

Jonathan Brooks
5816 Laurelwood Dr
Crestview, FL 32539

Jennifer Nelson
296 East Hill St
Wabash, IN 46992

Larry Hornbuckle
2106 Boardman St

Huntsville, AL 35805

Wanda Black
517 County Road 322
Trinity, AL 35673

Peggy Joyce Mullis
5000 Clardy Rd
Huntsville, AL 35810

Linda Pentecost
1362 Bobo Section Rd
Hazel Green, AL 35750

Oliver Eugene Brooks
1777 Andover Dr
Cheyenne, WY 82001

Betty Ann Hodges
2503 Fifteenth St
Huntsville, AL 35805

Phyllis Billions
120 Country Crest Dr
Hazel Green, AL 35750

Billie Harbin Parks
112 Blue Stem Dr
Meridianville, AL 35759

Patricia Brooks
103 Green Lea Lane
New Market, AL 35761

Cheyenne Bennett
65 Scotland Dr
Scottsboro, AL 35769

Linda Brooks
1940 Max Luther Dr (Apt. 3)
Huntsville, AL 35811

Judy Buchanan
105 Turtle Bend Dr
Toney, AL 35773

Stella Dowdy
P. O. Box 40
New Hope, AL 35760

Doris Porter
P. O. Box 363
Ardmore, TN 38449

Luther Jones
879 Naugher Rd
Huntsville, AL 35811

Eugene Perry
109 Reagan Ln
Huntsville, AL 35811

W. H. Perry
6006 Eastside Ln
Huntsville, AL 35811

Christopher Ace Perry
455 Arnold Rd

New Market, AL 35761

Noah Gregory Perry
P. O. Box 191
Meridianville, AL 35759

Glenda Mitchell
2106 Boardman St
Huntsville, AL 35805

Gregory Lee Perry
100 Clear Springs Circle
Hazel Green, AL 35750

Eva Morring
144 Airport Dr
Brownsboro, AL 35741

Eloise Gibbs
140 Chestnut Rd
New Hope, AL 35760

Charlotte Doner
2202 Sycamore St SW
Huntsville, AL 35805

Jennifer Brooks
102 East Kyle Place
Gadsden, AL 35904

Helen Reynolds
415 Cross Creek Drive
Toccoa, GA 30577

# 2106 Boardman St



# 2106 Boardman St



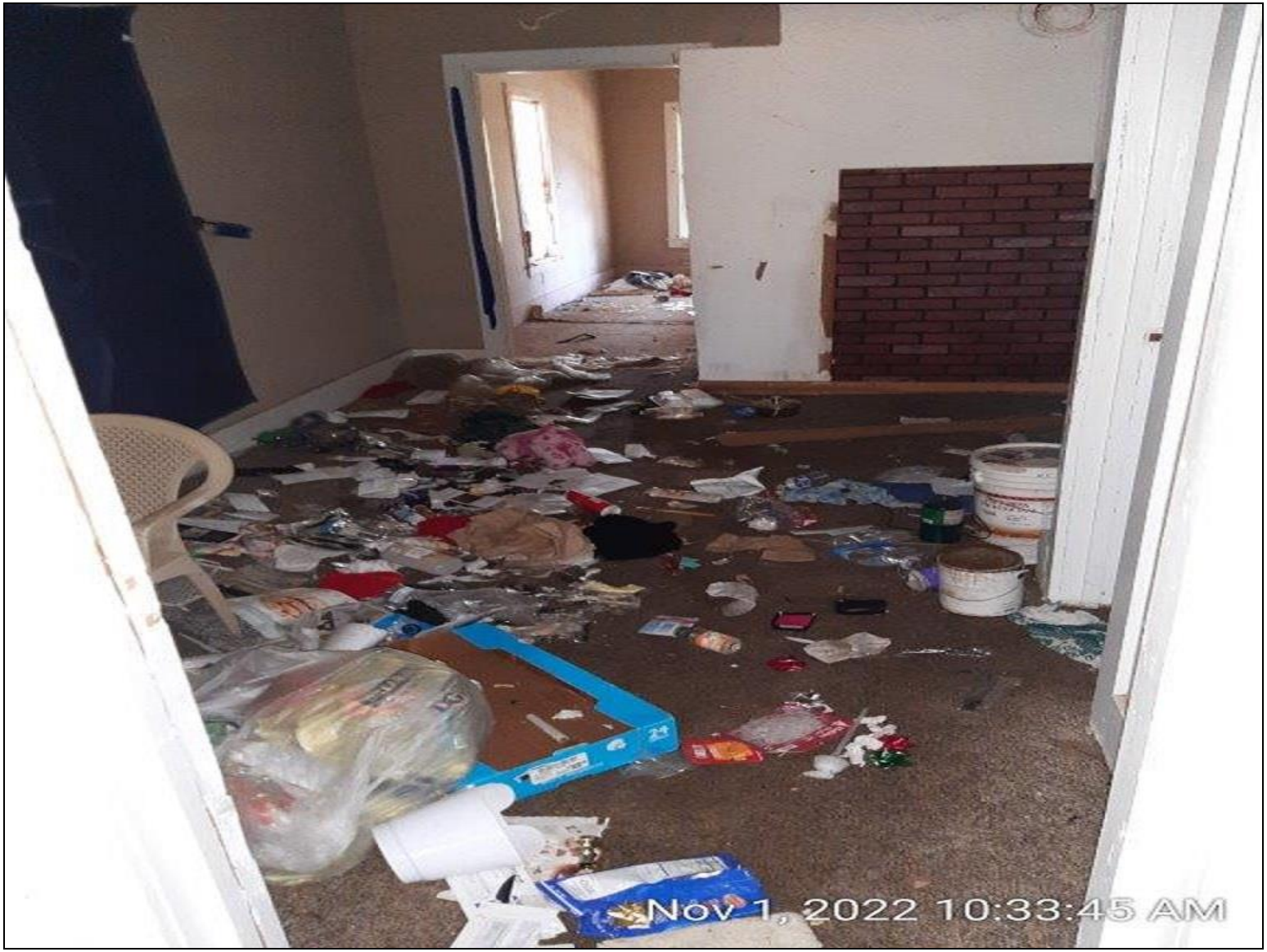
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# 2106 Boardman St



# 2106 Boardman St



# 2106 Boardman St



# 2106 Boardman St



# 2106 Boardman St



# 2106 Boardman St



# 2106 Boardman St



# 2106 Boardman St



# 2106 Boardman St



# STRUCTURAL EVALUATION REPORT

ADDRESS OF STRUCTURE: 2106 Boardman St. SW Hunts, AL 35805

INSPECTOR'S NAME: Dan Schrimsher TITLE: Co-Owner/Foreman

COMPANY NAME: Bobby Schrimsher & Sons Gen. Contr. Inc. PHONE: 256-533-3560

NUMBER OF DWELLING UNITS 1 NUMBER OF STORIES 1

CONSTRUCTION: Wood Frame ✓ Frame/Veneer___ Masonry___ Other_____

APPROXIMATE SIZE OF STRUCTURE: 28⁶ ft. X 34⁶ ft. = 983.25 s/f.

** ASBESTOS SIDING or ROOFING: (NO) ✓ YES___ (Appx. S/F = _____)

| COMPONENTS | PERCENTAGE REPLACEMENT REQUIRED |
|---|---|
| **I. EXTERIOR** | |
| 1) FOUNDATION: | 0 1 2 3 4 5 (6) 7 8 9 10 |
| 2) FLOOR SYSTEM | 0 1 2 3 4 5 6 7 8 9 (10) |
| 3) FRAMING: | 0 1 2 3 4 5 6 7 (8) 9 10 |
| 4) ROOF SYSTEM: | 0 1 2 3 4 5 (6) 7 8 9 10 |
| | EXTERIOR TOTAL = 30 |
| **II. INTERIOR** | |
| 1) INT. FLOORS | 0 1 2 3 4 5 6 7 8 9 (10) |
| 2) INT. WALLS | 0 1 2 3 4 5 6 7 8 9 (10) |
| 3) INT. CEILINGS | 0 1 2 3 4 5 6 7 8 9 (10) |
| | INTERIOR TOTAL = 30 |
| **III. UTILITY SYSTEMS** | |
| 1) ELECTRICAL SYSTEM | 0 1 2 3 4 5 6 7 8 9 (10) |
| 2) HEATING SYSTEM | 0 1 2 3 4 5 6 7 8 9 (10) |
| 3) PLUMBING SYSTEM | 0 1 2 3 4 5 6 7 8 9 (10) |
| | UTILITY SYSTEM TOTAL = 30 |
| **IV. OTHER DEFICIENCIES (if applicable)** | |
| 1) windows & doors | 0 1 2 3 4 5 6 7 (8) 9 10 |
| 2) _____ | 0 1 2 3 4 5 6 7 8 9 10 |
| | OTHER DEFICIENCIES TOTAL = 8 |
| | GRAND TOTAL POINT RATING = 98 |

FEASIBILITY OF REPAIR: RATING 50 or MORE - (REHAB NOT FEASIBLE) ✓

RATING 49 or LESS - REHAB FEASIBLE_____

REMARKS: Dwelling has been UNOccupied for period of several years and repairs to property have been Neglected.

SIGNATURE: Daniel B. Schrimsher DATE: 7/18/22

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** 2022-1099

**Department:** Finance Committee

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing expenditures for payment.

Resolution No.

**Does this item need to be published?** **No**

If yes, please list preferred date(s) of publication: _____

**Finance Information:**

**Account Number:** N/A

**City Cost Amount:** $18,053,479.95

**Total Cost:** $18,053,479.95

**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:**

Total Expenditures: $18,053,479.95

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** TMP-2402

**Department:** Finance Committee

**Subject:** **Type of Action:** Approval/Action

Resolution authorizing expenditures for payment.

Resolution No.

**Does this item need to be published?** **No**

If yes, please list preferred date(s) of publication: _____

**Finance Information:**

**Account Number:** Click or tap here to enter text.

**City Cost Amount:** $18,053,479.95

**Total Cost:** $18,053,479.95

**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:**

Total Expenditures: $18,053,479.95

**RESOLUTION NO. 22 - _____**

**WHEREAS**, the Finance Director for the City of Huntsville, Alabama, has presented the following report of expenditures paid in that totals the following amount:

$18,053,479.95

**WHEREAS,** by presentation of this report, the Finance Director certifies each of the expenditures was in order for payment; that the payment documentation included a copy of the purchase requisition and/or a Request for Payment, signed by the appropriate Department Head or designee with a statement indicating the purpose or use of the requested materials or services; and, for the payment of a city employee's compensation and costs related thereto, the payment was made in accordance with the Code of Ordinances of the City of Huntsville, Alabama ("Code") Section 2-221 (i.e., Personnel and Policy Manual) or as otherwise required by law; and

**WHEREAS**, the Chairman of the Finance Committee of the City Council of the City of Huntsville has reviewed the report as presented and has recommended the ratification thereof.

**NOW THEREFORE, BE IT RESOLVED** that the City Council does hereby ratify the report described herein, and hereby authorizes the expenditures included therein for payment.

**ADOPTED** this the 15th day of December, 2022.

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

**APPROVED** this the 15th day of December, 2022.

_____
Mayor of the City of
Huntsville, Alabama

_____
Finance Committee Chairman

**FROM 11/19/22 through 12/02/22** **CITY COUNCIL MEETING** **12/15/22**

| FUND ACCOUNT | FUND NAME | | AMOUNT |
|---|---|---|---|
| 1000 | GENERAL FUND | $ | 6,064,017.38 |
| 1005 | HEALTH & LIFE BENEFITS | $ | 56,866.44 |
| 1010 | GENERAL RESTRICTED DONATIONS | $ | 15,389.97 |
| 2000 | PUBLIC TRANSIT | $ | 233,147.22 |
| 2001 | PUBLIC TRANSIT STATION GRANT | $ | - |
| 2100 | COMMUNITY DEV BLOCK GRANT | $ | 141,250.16 |
| 2101 | COMMUNITY DEV COVID | $ | 56,824.64 |
| 2200 | COMMUNITY DEV HOUSING | $ | 15,214.36 |
| 2201 | COMMUNITY DEV ARP | $ | - |
| 2300 | OTHER GRANTS | $ | - |
| 2500 | OTHER GRANTS | $ | 479,315.35 |
| 3000 | 6.5 MILL DEBT PROPERTY TAX | $ | - |
| 3010 | 6.5 MILL SCHOOL PROPERTY TAX | $ | - |
| 3020 | 1990 CAPITAL IMPROVEMENTS | $ | 3,007,336.55 |
| 3030 | 1990 SCHOOL SUPPORT | $ | - |
| 3040 | LODGING & LIQUOR TAXES | $ | - |
| 3050 | 1% LODGING TAX 2003 | $ | - |
| 3060 | 1% LODGING TAX 2013 | $ | 98,296.11 |
| 3080 | 2014 CAPITAL IMPROVEMENTS | $ | 1,828,595.93 |
| 3202 | TIF 2 | $ | - |
| 3203 | TIF 3A | $ | - |
| 3204 | TIF 4 | $ | - |
| 3205 | TIF 5 | $ | 12,003.04 |
| 3206 | TIF 6 | $ | - |
| 3207 | TIF 7 | $ | - |
| 3300 | 4 & 5 CENT STATE GASOLINE TAX | $ | - |
| 3310 | 7 CENT STATE GASOLINE TAX | $ | 680,072.36 |
| 3400 | FEDERAL COURT ASSET FORFEITURE | $ | - |

| | | | |
|---|---|---|---|
| 3420 | CIRCUIT COURT ASSET FORFEITURE | $ | - |
| 3430 | STAC SEIZURE-CIR COURT | $ | 1,985.13 |
| 3435 | STAC SEIZURE-FED COURT | $ | - |
| 3510 | COURT VICTIM RESTITUTION | $ | - |
| 3520 | COURT $2 REVENUE | $ | - |
| 3560 | CEMETERY PERPETUAL CARE | $ | - |
| 3700 | CUMMINGS RESEARCH PARK | $ | - |
| 3900 | EMERGENCY MANAGEMENT AGENCY | $ | 39,490.79 |
| 3910 | ALABAMA CONSTITUTION VILLAGE | $ | 39,844.11 |
| 3930 | BURRITT MEMORIAL COMMITTEE | $ | 38,754.30 |
| 3950 | PBA - DEBT SERVICE | $ | - |
| 4010 | 2020E TIF WARRANTS | $ | - |
| 4011 | PBA AMPHITHEATER | $ | - |
| 4012 | 2021 FUTURE PROJECT BORROW | $ | 37.00 |
| 4013 | 2022 FUTURE PROJECT BORROW2 | $ | 896,278.63 |
| 4014 | VBC - CAPITAL PROJECTS | $ | - |
| 4015 | PBA - NEW CITY HALL | $ | 2,446,873.74 |
| 4016 | 2022 VBC DEBT BORROW | $ | - |
| 5000 | DEBT SERVICE | $ | - |
| 6000 | WATER POLLUTION CONTROL | $ | 946,461.95 |
| 6010 | WPC CMOM RESERVE | $ | - |
| 6020 | WPC R&R RESERVE | $ | 60,192.96 |
| 6030 | WPC ECONOMIC DEVELOPMENT | $ | 185,073.98 |
| 6040 | WPC 2005 ECONOMIC DEVELOPMENT | $ | - |
| 6050 | WPC FUTURE DEBT | $ | 83,278.08 |
| 6200 | SANITATION | $ | 413,173.88 |
| 6500 | PBA - AMPHITHEATER | $ | 165.29 |
| 7000 | POST-RETIREMENT BENEFITS TRUST | $ | 238,041.69 |
| 7100 | EMPLOYEE FLEXIBLE BENEFIT PLAN | $ | (24,501.09) |
| | **TOTAL** | **$** | **18,053,479.95** |

# Vendor Expense Report

11/19/2022 through 12/02/2022

| Fund | Account/Vendor | Long Account | Inv# | Line Item Desc | Check # | Effective Date | Amount |
|---|---|---|---|---|---|---|---|
| 1000 | AL STATE BOARD OF VETERINARY MEDICAL EXAMINERS | 1000-50-00000-515370-00000000- | ACTIVE LIC RENEW-23 | 2023 DVM ACTIVE LICENSE RENEWAL | 82000 | 11/21/2022 | 820.00 |
| | | **Total Paid by Vendor** | | | | | **820.00** |
| | ALABAMA CHILD SUPPORT PAYMENT CENTER | 1000-00-00000-210180-00000000- | 289337 | Payroll Run 1 - Warrant 221127 | 82199 | 11/29/2022 | 22,899.31 |
| | | **Total Paid by Vendor** | | | | | **22,899.31** |
| | ALABAMA DEPARTMENT OF PUBLIC HEALTH OFFICE OF EMS | 1000-42-42100-515340-00000000- | EMT LICENSES-11/22 | EMT LICENSES FOR 11 FIREFIGHTERS | 82114 | 11/29/2022 | 132.00 |
| | | **Total Paid by Vendor** | | | | | **132.00** |
| | ALABAMA DEPARTMENT OF REVENUE | 1000-00-00000-210180-00000000- | 289339 | Payroll Run 1 - Warrant 221127 | 82201 | 11/29/2022 | 1,269.34 |
| | | **Total Paid by Vendor** | | | | | **1,269.34** |
| | ALABAMA PEACE OFFICERS ANNUITY & BENEFIT FUND | 1000-00-00000-210200-00000000- | 289335 | Payroll Run 1 - Warrant 221127 | 82200 | 11/29/2022 | 1,380.00 |
| | | **Total Paid by Vendor** | | | | | **1,380.00** |
| | ALBERTVILLE MULCH COMPANY LLC | 1000-52-52500-513010-00000000- | 10283 | PINE BARK FOR RESEARCH PARK - WEST MAINTENANCE | 82115 | 11/29/2022 | 1,400.00 |
| | | **Total Paid by Vendor** | | | | | **1,400.00** |
| | ALL SHARPE INC | 1000-15-15100-513030-00000000- | 49758 | COM TX 112122/49758 | 82116 | 11/29/2022 | 80.00 |
| | | 1000-15-15100-513030-00000000- | 49759 | COM TX 112122/49759 | 82116 | 11/29/2022 | 100.00 |
| | | 1000-15-15100-513030-00000000- | 49760 | COM TX 112122/49760 | 82116 | 11/29/2022 | 300.00 |
| | | 1000-15-15100-513030-00000000- | 49761 | COM TX 112122/49761 | 82116 | 11/29/2022 | 300.00 |
| | | 1000-15-15100-513030-00000000- | 49762 | COM TX 112122/49762 | 82116 | 11/29/2022 | 300.00 |
| | | 1000-15-15100-513030-00000000- | 49763 | COM TX 112122/49763 | 82116 | 11/29/2022 | 300.00 |
| | | 1000-15-15100-513030-00000000- | 49764 | COM TX 112122/49764 | 82116 | 11/29/2022 | 80.00 |
| | | **Total Paid by Vendor** | | | | | **1,460.00** |
| | ALLGAS INC | 1000-55-55400-514010-00000000- | 3193474 | FY23 PROPANE BLANKET | 81868 | 11/21/2022 | 88.80 |
| | | **Total Paid by Vendor** | | | | | **88.80** |
| | ALLIANCE SAND INCORPORATED - HUNTSVILLE PORT | 1000-52-52300-513010-00000000- | 155774 | TOP DRESS SAND FOR JOHN HUNT PARK - SPORTS | 82012 | 11/28/2022 | 4,400.00 |
| | | **Total Paid by Vendor** | | | | | **4,400.00** |
| | ALLIED PHOTOCOPY INC | 1000-55-55400-515340-00000000- | 1140466 | LAMINATED MAINT MAPS FOR PWS | 81869 | 11/21/2022 | 116.50 |
| | | **Total Paid by Vendor** | | | | | **116.50** |
| | AMERICAN OVERHEAD DOOR INC | 1000-14-14300-513010-00000000- | 35607 | 2023 BLANKET PO OVERHEAD DOOR REPAIR | 82013 | 11/28/2022 | 335.00 |
| | | 1000-14-14300-513010-00000000- | 35606 | 2023 BLANKET PO OVERHEAD DOOR REPAIR | 82013 | 11/28/2022 | 435.00 |
| | | 1000-14-14300-513010-00000000- | 35608 | 2023 BLANKET PO OVERHEAD DOOR REPAIR | 82013 | 11/28/2022 | 303.00 |
| | | 1000-14-14300-513010-00000000- | 35611 | 2023 BLANKET PO OVERHEAD DOOR REPAIR | 82117 | 11/29/2022 | 1,221.00 |
| | | 1000-14-14300-513010-00000000- | 35640 | 2023 BLANKET PO OVERHEAD DOOR REPAIR | 82117 | 11/30/2022 | 303.00 |
| | | **Total Paid by Vendor** | | | | | **2,597.00** |
| | ANDERS POOL CO INC | 1000-14-14300-513010-00000000- | 58034 | 2023 BLANKET PO POOL REPAIRS | 81871 | 11/21/2022 | 2,012.96 |
| | | **Total Paid by Vendor** | | | | | **2,012.96** |
| | ANSWERTEL OF ATHENS, INC. | 1000-14-14300-515370-00000000- | 110411182022 | 2023 BLANKET PO-AFTER HOURS PHONE SERVICE | 82014 | 11/22/2022 | 263.95 |
| | | **Total Paid by Vendor** | | | | | **263.95** |
| | AQUA SERVICE INC | 1000-52-52100-515370-00000000- | 120078 | BRAHAN SPRING PARK - NOVEMBER SERVICE | 81873 | 11/21/2022 | 1,400.00 |
| | | **Total Paid by Vendor** | | | | | **1,400.00** |
| | AT&T | 1000-17-17100-515070-00000000- | 256 535-6412-1122 | FY23 BLANKET PO ATT MAIN CENTREX FOR COH | 82016 | 11/28/2022 | 4,724.75 |
| | | 1000-17-17100-515070-00000000- | 256 881-4708-11/22 | FY23 BLANKET PO ATT LEEMAN FERRY ELEVATOR PHONE | 82016 | 11/28/2022 | 53.13 |
| | | **Total Paid by Vendor** | | | | | **4,777.88** |
| | A-Z OFFICE RESOURCE INC | 1000-18-00000-515340-00000000- | 5497998-0 | OFFICE SUPPLIES - 308 FOUNTAIN CIR. 6TH FLR. | 81860 | 11/21/2022 | 123.95 |
| | | 1000-13-13100-515340-00000000- | 5497362-0 | SUPPLIES/SHOUSTON/308 FOUNTAIN CIR/4THFL/4275284 | 81860 | 11/21/2022 | 86.85 |
| | | 1000-41-41100-515340-00000000- | 5498164-0 | 820 MEMORIAL PKWY NW/ JAN TEMPLETON 256-427-7012 | 82109 | 11/29/2022 | 13.57 |
| | | 1000-74-74100-515340-00000000- | 5498619-0 | K GOSA- 308 FOUNTAIN CIR 2ND FLR- 256-427-5115 | 82109 | 11/29/2022 | 635.92 |
| | | 1000-74-74100-515340-00000000- | 5498470-0 | K.GOSA; 308 FOUNTAIN CIR-2ND FL;256-427-5115 | 82109 | 11/29/2022 | 232.90 |
| | | **Total Paid by Vendor** | | | | | **1,093.19** |
| | BAGBY ELEVATOR COMPANY INC | 1000-53-53200-513010-PK1020XX- | JC24331 | ELEVATOR WORK GARAGE "M" | 82119 | 11/29/2022 | 3,968.00 |
| | | **Total Paid by Vendor** | | | | | **3,968.00** |
| | BLAIR AND SONS INC | 1000-53-53200-515340-00000000- | 86061 | BLANKET PO, KEYS AND LOCKS FOR PARKING FACILITIES | 82120 | 11/30/2022 | 21.50 |
| | | **Total Paid by Vendor** | | | | | **21.50** |
| | BONNIE J MACIORSKI | 1000-43-00000-515370-00000000- | 3989 1ST SESSION | INST-DDC CLS 112822-CLS# 3989 1ST SESSION | 82121 | 11/30/2022 | 100.00 |
| | | **Total Paid by Vendor** | | | | | **100.00** |
| | BOWMANS ENTERPRISES INC | 1000-15-15100-515340-00000000- | 4868 | SIGNATURE STAMPS | 82122 | 11/30/2022 | 58.00 |
| | | **Total Paid by Vendor** | | | | | **58.00** |
| | BRADLEY THOMPSON | 1000-10-10200-515370-00000000- | 1254 | PREPRODUCTION COST-STATE OF THE CITY ADD-112922 | 82123 | 11/29/2022 | 3,022.50 |
| | | **Total Paid by Vendor** | | | | | **3,022.50** |

| | | | | | | |
|---|---|---|---|---|---|---|
| BRANDON WEST | 1000-19-00000-515190-00000000- | CLAIM FY23-009 | SETTLEMENT OF CLAIM FY23-009 | 82020 | 11/22/2022 | 1,280.51 |
| | **Total Paid by Vendor** | | | | | **1,280.51** |
| BSL PROFESSIONAL SERVICES INC | 1000-14-14310-515370-00000000- | 1869 | 2023 BLANKET PO -RESTORATION SERVICES | 81981 | 11/21/2022 | 2,064.30 |
| | **Total Paid by Vendor** | | | | | **2,064.30** |
| BUILDING SPECIALTIES CO INC | 1000-14-14300-513010-00000000- | 71213393 | 2023 BLANKET PO KEYS/CYLINDERS ETC. SARGEANT | 82126 | 11/29/2022 | 171.07 |
| | **Total Paid by Vendor** | | | | | **171.07** |
| BUTLER ANIMAL HEALTH HOLDING COMPANY LLC | 1000-50-00000-515161-00000000- | YM74835 | ANIMAL MEDICAL DRUGS NOT ON CONTRACT | 82134 | 11/29/2022 | 648.60 |
| | 1000-50-00000-515161-00000000- | YM74833 | ANIMAL MEDICAL DRUGS NOT ON CONTRACT | 82134 | 11/29/2022 | 699.39 |
| | **Total Paid by Vendor** | | | | | **1,347.99** |
| CDW GOVERNMENT INC | 1000-17-17400-520200-00000000- | FB07228 | PUNCH OUT TECHNICIAN SUPPLIES | 82127 | 11/29/2022 | 351.49 |
| | 1000-17-17400-520200-00000000- | FB15110 | PUNCH OUT WO 160177 | 82127 | 11/29/2022 | 79.59 |
| | 1000-17-17400-520200-00000000- | FC05741 | PUNCH OUT WEB CAMS FOR STOCK | 82127 | 11/29/2022 | 682.60 |
| | 1000-17-17200-520300-00000000- | FC25795 | PUNCHOUT WO 160565 ADOBE FOR FN-PBISHOP | 82127 | 11/29/2022 | 326.27 |
| | **Total Paid by Vendor** | | | | | **1,439.95** |
| CENTURYLINK | 1000-17-17100-515070-00000000- | 4155294611122 | FY23 BLANKET PO FOR CENTURYLINK PRI LINES | 82128 | 11/30/2022 | 2,090.81 |
| | 1000-17-17100-515070-00000000- | 4892213631122 | FY23 BLANKET PO CENTURYLINK POTS LINE SERVICE COH | 82128 | 11/30/2022 | 42.13 |
| | **Total Paid by Vendor** | | | | | **2,132.94** |
| COLEMAN LANDSCAPE & LAWN CARE INC | 1000-52-52100-515370-00000000- | 23530 | LAWN MAINTENANCE (BLANKET PO) | 82130 | 11/29/2022 | 4,158.34 |
| | **Total Paid by Vendor** | | | | | **4,158.34** |
| COLLEGE COUNTS 529 FUND | 1000-00-00000-210310-00000000- | 289340 | Payroll Run 1 - Warrant 221127 | 82202 | 11/29/2022 | 1,785.00 |
| | **Total Paid by Vendor** | | | | | **1,785.00** |
| COMCAST OF ALABAMA INC | 1000-17-17100-515070-00000000- | 83969000108519681122 | FY23 BLANKET PO FOR COMCAST CABLE SERVICES COH | 82025 | 11/28/2022 | 8.42 |
| | 1000-17-17100-515070-00000000- | 83969000116022381122 | FY23 BLANKET PO FOR COMCAST CABLE SERVICES COH | 82131 | 11/30/2022 | 53.82 |
| | 1000-17-17100-515070-00000000- | 83969000115978001122 | FY23 BLANKET PO FOR COMCAST CABLE SERVICES COH | 82131 | 11/30/2022 | 8.97 |
| | 1000-17-17100-515070-00000000- | 83969000114784071122 | FY23 BLANKET PO FOR COMCAST CABLE SERVICES COH | 82131 | 11/30/2022 | 55.35 |
| | 1000-17-17100-515070-00000000- | 83969000115986911122 | FY23 BLANKET PO FOR COMCAST CABLE SERVICES COH | 82131 | 11/30/2022 | 121.73 |
| | 1000-17-17100-515070-00000000- | 83969000120079401122 | FY23 BLANKET PO FOR COMCAST CABLE SERVICES COH | 82131 | 11/30/2022 | 21.11 |
| | 1000-17-17100-515070-00000000- | 83969000116343481122 | FY23 BLANKET PO FOR COMCAST CABLE SERVICES COH | 82131 | 11/30/2022 | 8.97 |
| | 1000-17-17100-515070-00000000- | 83969000101809471122 | FY23 BLANKET PO FOR COMCAST CABLE SERVICES COH | 82131 | 11/30/2022 | 63.15 |
| | 1000-17-17100-515070-00000000- | 83969000115986831122 | FY23 BLANKET PO FOR COMCAST CABLE SERVICES COH | 82131 | 11/30/2022 | 154.98 |
| | **Total Paid by Vendor** | | | | | **496.50** |
| CORVEL CORPORATION | 1000-19-00000-502150-00000000- | 111822-HUNT | SETLMTS CLM#1223-WC-22-0000006,21-0000109 | 82028 | 11/28/2022 | 20,900.00 |
| | **Total Paid by Vendor** | | | | | **20,900.00** |
| COWIN EQUIPMENT CO INC | 1000-55-55300-513050-00000000- | RSA027137 9 | EQUIPMENT RENTAL FOR PWS CONSTRUCTION | 82029 | 11/28/2022 | 5,200.00 |
| | 1000-55-55300-513050-00000000- | RSA026659 11 | EQUIPMENT RENTAL FOR PWS CONSTRUCTION | 82135 | 11/29/2022 | 325.00 |
| | **Total Paid by Vendor** | | | | | **5,525.00** |
| CRASH DATA GROUP INC | 1000-41-41204-520500-00000000- | INV11631 | EDR EVENT DATA RECORDERS/THI UNIT-SOLE SOURCE | 81899 | 11/21/2022 | 18,975.00 |
| | **Total Paid by Vendor** | | | | | **18,975.00** |
| CTU OF HUNTSVILLE LLC | 1000-52-52600-515340-00000000- | 289540 | EXTENSION AND BALL MOUNT FOR EQUIPMENT - NORTH MAI | PCard | 11/21/2022 | 122.57 |
| | **Total Paid by Vendor** | | | | | **122.57** |
| DANIEL COLE | 1000-14-14300-513010-00000000- | 13167 | 2023 BLANKET PO ICE MAKER REPAIRS & PARTS | 82024 | 11/22/2022 | 180.20 |
| | 1000-14-14300-513010-00000000- | 13185 | 2023 BLANKET PO ICE MAKER REPAIRS & PARTS | 82129 | 11/29/2022 | 187.05 |
| | 1000-14-14300-513010-00000000- | 13186 | 2023 BLANKET PO ICE MAKER REPAIRS & PARTS | 82129 | 11/29/2022 | 187.05 |
| | 1000-14-14300-513010-00000000- | 13191 | 2023 BLANKET PO ICE MAKER REPAIRS & PARTS | 82129 | 11/29/2022 | 247.50 |
| | 1000-14-14300-513010-00000000- | 13184 | 2023 BLANKET PO ICE MAKER REPAIRS & PARTS | 82129 | 11/29/2022 | 187.05 |
| | 1000-14-14300-513010-00000000- | 13189 | 2023 BLANKET PO ICE MAKER REPAIRS & PARTS | 82129 | 11/29/2022 | 344.89 |
| | 1000-14-14300-513010-00000000- | 13188 | 2023 BLANKET PO ICE MAKER REPAIRS & PARTS | 82129 | 11/29/2022 | 187.05 |
| | 1000-14-14300-513010-00000000- | 13187 | 2023 BLANKET PO ICE MAKER REPAIRS & PARTS | 82129 | 11/29/2022 | 187.05 |
| | 1000-14-14300-513010-00000000- | 13190 | 2023 BLANKET PO ICE MAKER REPAIRS & PARTS | 82129 | 11/29/2022 | 337.54 |
| | 1000-14-14300-513010-00000000- | 13173 | 2023 BLANKET PO ICE MAKER REPAIRS & PARTS | 82129 | 11/29/2022 | 187.05 |
| | 1000-14-14300-513010-00000000- | 13175 | 2023 BLANKET PO ICE MAKER REPAIRS & PARTS | 82129 | 11/29/2022 | 187.05 |
| | 1000-14-14300-513010-00000000- | 13174 | 2023 BLANKET PO ICE MAKER REPAIRS & PARTS | 82129 | 11/29/2022 | 187.05 |
| | 1000-14-14300-513010-00000000- | 13182 | 2023 BLANKET PO ICE MAKER REPAIRS & PARTS | 82129 | 11/29/2022 | 187.05 |
| | 1000-14-14300-513010-00000000- | 13179 | 2023 BLANKET PO ICE MAKER REPAIRS & PARTS | 82129 | 11/29/2022 | 187.05 |
| | 1000-14-14300-513010-00000000- | 13180 | 2023 BLANKET PO ICE MAKER REPAIRS & PARTS | 82129 | 11/29/2022 | 187.05 |
| | 1000-14-14300-513010-00000000- | 13181 | 2023 BLANKET PO ICE MAKER REPAIRS & PARTS | 82129 | 11/29/2022 | 187.05 |
| | 1000-14-14300-513010-00000000- | 13178 | 2023 BLANKET PO ICE MAKER REPAIRS & PARTS | 82129 | 11/29/2022 | 187.05 |
| | 1000-14-14300-513010-00000000- | 13183 | 2023 BLANKET PO ICE MAKER REPAIRS & PARTS | 82129 | 11/29/2022 | 187.05 |
| | **Total Paid by Vendor** | | | | | **3,728.83** |
| DEBRA KIZER CIRCUIT CLERK CV CASES | 1000-00-00000-210180-00000000- | 289343 | Payroll Run 1 - Warrant 221127 | 82206 | 11/29/2022 | 574.88 |
| | **Total Paid by Vendor** | | | | | **574.88** |
| DISTRICT COURT OF MADISON COUNTY | 1000-00-00000-210180-00000000- | 289342 | Payroll Run 1 - Warrant 221127 | 82205 | 11/29/2022 | 150.00 |

| | Total Paid by Vendor | | | | | 150.00 |
|---|---|---|---|---|---|---|
| DUTCH OIL COMPANY INC | 1000-00-00000-610039-00000000- | CFN-18244 | FUELING TRANS DATED 111522 | 90000316 | 11/23/2022 | 71.83 |
| | 1000-14-14100-514010-00000000- | CFN-18244 | FUELING TRANS DATED 111522 | 90000316 | 11/23/2022 | 150.97 |
| | 1000-15-15100-514010-00000000- | CFN-18244 | FUELING TRANS DATED 111522 | 90000316 | 11/23/2022 | 120.41 |
| | 1000-30-30100-514010-00000000- | CFN-18244 | FUELING TRANS DATED 111522 | 90000316 | 11/23/2022 | 38.66 |
| | 1000-30-30100-514010-00000000- | CFN-18244 | FUELING TRANS DATED 111522 | 90000316 | 11/23/2022 | 51.72 |
| | 1000-41-41100-514010-00000000- | CFN-18244 | FUELING TRANS DATED 111522 | 90000316 | 11/23/2022 | 43.36 |
| | 1000-41-41100-514010-00000000- | CFN-18244 | FUELING TRANS DATED 111522 | 90000316 | 11/23/2022 | 110.14 |
| | 1000-41-41100-514010-00000000- | CFN-18244 | FUELING TRANS DATED 111522 | 90000316 | 11/23/2022 | 309.05 |
| | 1000-41-41100-514010-00000000- | CFN-18244 | FUELING TRANS DATED 111522 | 90000316 | 11/23/2022 | 3,550.31 |
| | 1000-42-42100-514010-00000000- | CFN-18244 | FUELING TRANS DATED 111522 | 90000316 | 11/23/2022 | 11.50 |
| | 1000-42-42100-514010-00000000- | CFN-18244 | FUELING TRANS DATED 111522 | 90000316 | 11/23/2022 | 45.97 |
| | 1000-42-42100-514010-00000000- | CFN-18244 | FUELING TRANS DATED 111522 | 90000316 | 11/23/2022 | 716.06 |
| | 1000-50-00000-514010-00000000- | CFN-18244 | FUELING TRANS DATED 111522 | 90000316 | 11/23/2022 | 154.63 |
| | 1000-52-52100-514010-00000000- | CFN-18244 | FUELING TRANS DATED 111522 | 90000316 | 11/23/2022 | 34.48 |
| | 1000-52-52100-514010-00000000- | CFN-18244 | FUELING TRANS DATED 111522 | 90000316 | 11/23/2022 | 49.63 |
| | 1000-52-52100-514010-00000000- | CFN-18244 | FUELING TRANS DATED 111522 | 90000316 | 11/23/2022 | 52.24 |
| | 1000-52-52100-514010-00000000- | CFN-18244 | FUELING TRANS DATED 111522 | 90000316 | 11/23/2022 | 63.21 |
| | 1000-52-52100-514010-00000000- | CFN-18244 | FUELING TRANS DATED 111522 | 90000316 | 11/23/2022 | 92.99 |
| | 1000-52-52100-514010-00000000- | CFN-18244 | FUELING TRANS DATED 111522 | 90000316 | 11/23/2022 | 98.37 |
| | 1000-52-52100-514010-00000000- | CFN-18244 | FUELING TRANS DATED 111522 | 90000316 | 11/23/2022 | 136.60 |
| | 1000-52-52100-514010-00000000- | CFN-18244 | FUELING TRANS DATED 111522 | 90000316 | 11/23/2022 | 186.57 |
| | 1000-52-52100-514010-00000000- | CFN-18244 | FUELING TRANS DATED 111522 | 90000316 | 11/23/2022 | 231.15 |
| | 1000-52-52100-514010-00000000- | CFN-18244 | FUELING TRANS DATED 111522 | 90000316 | 11/23/2022 | 245.79 |
| | 1000-53-53200-514010-00000000- | CFN-18244 | FUELING TRANS DATED 111522 | 90000316 | 11/23/2022 | 84.36 |
| | 1000-53-53400-514010-00000000- | CFN-18244 | FUELING TRANS DATED 111522 | 90000316 | 11/23/2022 | 99.20 |
| | 1000-55-55100-514010-00000000- | CFN-18244 | FUELING TRANS DATED 111522 | 90000316 | 11/23/2022 | 49.63 |
| | 1000-55-55100-514010-00000000- | CFN-18244 | FUELING TRANS DATED 111522 | 90000316 | 11/23/2022 | 87.76 |
| | 1000-55-55300-514010-00000000- | CFN-18244 | FUELING TRANS DATED 111522 | 90000316 | 11/23/2022 | 492.67 |
| | 1000-55-55400-514010-00000000- | CFN-18244 | FUELING TRANS DATED 111522 | 90000316 | 11/23/2022 | 654.65 |
| | 1000-70-70200-514010-00000000- | CFN-18244 | FUELING TRANS DATED 111522 | 90000316 | 11/23/2022 | 30.53 |
| | 1000-71-71100-514010-00000000- | CFN-18244 | FUELING TRANS DATED 111522 | 90000316 | 11/23/2022 | 41.79 |
| | 1000-71-71100-514010-00000000- | CFN-18244 | FUELING TRANS DATED 111522 | 90000316 | 11/23/2022 | 107.61 |
| | 1000-73-73100-514010-00000000- | CFN-18244 | FUELING TRANS DATED 111522 | 90000316 | 11/23/2022 | 43.62 |
| | 1000-74-74100-514010-00000000- | CFN-18244 | FUELING TRANS DATED 111522 | 90000316 | 11/23/2022 | 106.62 |
| | 1000-75-75100-514010-00000000- | CFN-18244 | FUELING TRANS DATED 111522 | 90000316 | 11/23/2022 | 42.84 |
| | 1000-75-75100-514010-00000000- | CFN-18244 | FUELING TRANS DATED 111522 | 90000316 | 11/23/2022 | 257.16 |
| | 1000-51-00000-514010-00000000- | CFN-18244 | FUELING TRANS DATED 111522 | 90000316 | 11/23/2022 | 190.80 |
| | 1000-72-00000-514010-00000000- | CFN-18244 | FUELING TRANS DATED 111522 | 90000316 | 11/23/2022 | 111.61 |
| | 1000-14-14100-514010-00000000- | CFN-18424 | FUELING TRANS DATED 111622 | 90000316 | 11/23/2022 | 199.79 |
| | 1000-15-15100-514010-00000000- | CFN-18424 | FUELING TRANS DATED 111622 | 90000316 | 11/23/2022 | 49.32 |
| | 1000-30-30100-514010-00000000- | CFN-18424 | FUELING TRANS DATED 111622 | 90000316 | 11/23/2022 | 31.15 |
| | 1000-41-41100-514010-00000000- | CFN-18424 | FUELING TRANS DATED 111622 | 90000316 | 11/23/2022 | 44.13 |
| | 1000-41-41100-514010-00000000- | CFN-18424 | FUELING TRANS DATED 111622 | 90000316 | 11/23/2022 | 201.71 |
| | 1000-41-41100-514010-00000000- | CFN-18424 | FUELING TRANS DATED 111622 | 90000316 | 11/23/2022 | 351.65 |
| | 1000-41-41100-514010-00000000- | CFN-18424 | FUELING TRANS DATED 111622 | 90000316 | 11/23/2022 | 517.14 |
| | 1000-41-41100-514010-00000000- | CFN-18424 | FUELING TRANS DATED 111622 | 90000316 | 11/23/2022 | 3,494.91 |
| | 1000-42-42100-514010-00000000- | CFN-18424 | FUELING TRANS DATED 111622 | 90000316 | 11/23/2022 | 60.54 |
| | 1000-42-42100-514010-00000000- | CFN-18424 | FUELING TRANS DATED 111622 | 90000316 | 11/23/2022 | 151.61 |
| | 1000-42-42100-514010-00000000- | CFN-18424 | FUELING TRANS DATED 111622 | 90000316 | 11/23/2022 | 1,132.27 |
| | 1000-52-52100-514010-00000000- | CFN-18424 | FUELING TRANS DATED 111622 | 90000316 | 11/23/2022 | 42.06 |
| | 1000-52-52100-514010-00000000- | CFN-18424 | FUELING TRANS DATED 111622 | 90000316 | 11/23/2022 | 44.64 |
| | 1000-52-52100-514010-00000000- | CFN-18424 | FUELING TRANS DATED 111622 | 90000316 | 11/23/2022 | 57.37 |
| | 1000-52-52100-514010-00000000- | CFN-18424 | FUELING TRANS DATED 111622 | 90000316 | 11/23/2022 | 71.91 |
| | 1000-52-52100-514010-00000000- | CFN-18424 | FUELING TRANS DATED 111622 | 90000316 | 11/23/2022 | 178.98 |
| | 1000-52-52100-514010-00000000- | CFN-18424 | FUELING TRANS DATED 111622 | 90000316 | 11/23/2022 | 223.72 |
| | 1000-52-52100-514010-00000000- | CFN-18424 | FUELING TRANS DATED 111622 | 90000316 | 11/23/2022 | 248.10 |
| | 1000-52-52100-514010-00000000- | CFN-18424 | FUELING TRANS DATED 111622 | 90000316 | 11/23/2022 | 289.02 |
| | 1000-52-52100-514010-00000000- | CFN-18424 | FUELING TRANS DATED 111622 | 90000316 | 11/23/2022 | 314.22 |
| | 1000-52-52100-514010-00000000- | CFN-18424 | FUELING TRANS DATED 111622 | 90000316 | 11/23/2022 | 346.60 |
| | 1000-52-52100-514010-00000000- | CFN-18424 | FUELING TRANS DATED 111622 | 90000316 | 11/23/2022 | 472.96 |
| | 1000-53-53200-514010-00000000- | CFN-18424 | FUELING TRANS DATED 111622 | 90000316 | 11/23/2022 | 85.93 |

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| 1000-53-53400-514010-00000000- | CFN-18424 | FUELING TRANS DATED 111622 | 90000316 | 11/23/2022 | 49.07 |
| 1000-55-55100-514010-00000000- | CFN-18424 | FUELING TRANS DATED 111622 | 90000316 | 11/23/2022 | 93.19 |
| 1000-55-55300-514010-00000000- | CFN-18424 | FUELING TRANS DATED 111622 | 90000316 | 11/23/2022 | 1,479.31 |
| 1000-55-55400-514010-00000000- | CFN-18424 | FUELING TRANS DATED 111622 | 90000316 | 11/23/2022 | 614.35 |
| 1000-70-70200-514010-00000000- | CFN-18424 | FUELING TRANS DATED 111622 | 90000316 | 11/23/2022 | 192.00 |
| 1000-71-71100-514010-00000000- | CFN-18424 | FUELING TRANS DATED 111622 | 90000316 | 11/23/2022 | 47.51 |
| 1000-71-71100-514010-00000000- | CFN-18424 | FUELING TRANS DATED 111622 | 90000316 | 11/23/2022 | 171.59 |
| 1000-74-74100-514010-00000000- | CFN-18424 | FUELING TRANS DATED 111622 | 90000316 | 11/23/2022 | 54.52 |
| 1000-75-75100-514010-00000000- | CFN-18424 | FUELING TRANS DATED 111622 | 90000316 | 11/23/2022 | 40.50 |
| 1000-75-75100-514010-00000000- | CFN-18424 | FUELING TRANS DATED 111622 | 90000316 | 11/23/2022 | 148.15 |
| 1000-72-00000-514010-00000000- | CFN-18424 | FUELING TRANS DATED 111622 | 90000316 | 11/23/2022 | 225.77 |
| 1000-12-12100-514010-00000000- | CFN-18439 | FUELING TRANS DATED 111722 | 90000316 | 11/23/2022 | 26.28 |
| 1000-12-12100-514010-00000000- | CFN-18439 | FUELING TRANS DATED 111722 | 90000316 | 11/23/2022 | 32.72 |
| 1000-14-14100-514010-00000000- | CFN-18439 | FUELING TRANS DATED 111722 | 90000316 | 11/23/2022 | 276.80 |
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| 1000-30-30100-514010-00000000- | CFN-18439 | FUELING TRANS DATED 111722 | 90000316 | 11/23/2022 | 31.68 |
| 1000-41-41100-514010-00000000- | CFN-18439 | FUELING TRANS DATED 111722 | 90000316 | 11/23/2022 | 38.12 |
| 1000-41-41100-514010-00000000- | CFN-18439 | FUELING TRANS DATED 111722 | 90000316 | 11/23/2022 | 270.41 |
| 1000-41-41100-514010-00000000- | CFN-18439 | FUELING TRANS DATED 111722 | 90000316 | 11/23/2022 | 373.36 |
| 1000-41-41100-514010-00000000- | CFN-18439 | FUELING TRANS DATED 111722 | 90000316 | 11/23/2022 | 4,005.39 |
| 1000-42-42100-514010-00000000- | CFN-18439 | FUELING TRANS DATED 111722 | 90000316 | 11/23/2022 | 25.24 |
| 1000-42-42100-514010-00000000- | CFN-18439 | FUELING TRANS DATED 111722 | 90000316 | 11/23/2022 | 136.77 |
| 1000-42-42100-514010-00000000- | CFN-18439 | FUELING TRANS DATED 111722 | 90000316 | 11/23/2022 | 1,343.14 |
| 1000-50-00000-514010-00000000- | CFN-18439 | FUELING TRANS DATED 111722 | 90000316 | 11/23/2022 | 147.22 |
| 1000-52-52100-514010-00000000- | CFN-18439 | FUELING TRANS DATED 111722 | 90000316 | 11/23/2022 | 18.03 |
| 1000-52-52100-514010-00000000- | CFN-18439 | FUELING TRANS DATED 111722 | 90000316 | 11/23/2022 | 25.50 |
| 1000-52-52100-514010-00000000- | CFN-18439 | FUELING TRANS DATED 111722 | 90000316 | 11/23/2022 | 40.19 |
| 1000-52-52100-514010-00000000- | CFN-18439 | FUELING TRANS DATED 111722 | 90000316 | 11/23/2022 | 46.10 |
| 1000-52-52100-514010-00000000- | CFN-18439 | FUELING TRANS DATED 111722 | 90000316 | 11/23/2022 | 62.08 |
| 1000-52-52100-514010-00000000- | CFN-18439 | FUELING TRANS DATED 111722 | 90000316 | 11/23/2022 | 65.61 |
| 1000-52-52100-514010-00000000- | CFN-18439 | FUELING TRANS DATED 111722 | 90000316 | 11/23/2022 | 68.80 |
| 1000-52-52100-514010-00000000- | CFN-18439 | FUELING TRANS DATED 111722 | 90000316 | 11/23/2022 | 102.78 |
| 1000-52-52100-514010-00000000- | CFN-18439 | FUELING TRANS DATED 111722 | 90000316 | 11/23/2022 | 147.86 |
| 1000-53-53400-514010-00000000- | CFN-18439 | FUELING TRANS DATED 111722 | 90000316 | 11/23/2022 | 52.81 |
| 1000-55-55100-514010-00000000- | CFN-18439 | FUELING TRANS DATED 111722 | 90000316 | 11/23/2022 | 58.99 |
| 1000-55-55300-514010-00000000- | CFN-18439 | FUELING TRANS DATED 111722 | 90000316 | 11/23/2022 | 1,323.62 |
| 1000-55-55400-514010-00000000- | CFN-18439 | FUELING TRANS DATED 111722 | 90000316 | 11/23/2022 | 746.15 |
| 1000-70-70200-514010-00000000- | CFN-18439 | FUELING TRANS DATED 111722 | 90000316 | 11/23/2022 | 55.43 |
| 1000-71-71100-514010-00000000- | CFN-18439 | FUELING TRANS DATED 111722 | 90000316 | 11/23/2022 | 53.69 |
| 1000-73-73100-514010-00000000- | CFN-18439 | FUELING TRANS DATED 111722 | 90000316 | 11/23/2022 | 51.80 |
| 1000-74-74100-514010-00000000- | CFN-18439 | FUELING TRANS DATED 111722 | 90000316 | 11/23/2022 | 52.55 |
| 1000-75-75100-514010-00000000- | CFN-18439 | FUELING TRANS DATED 111722 | 90000316 | 11/23/2022 | 127.70 |
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| 1000-72-00000-514010-00000000- | CFN-18439 | FUELING TRANS DATED 111722 | 90000316 | 11/23/2022 | 278.98 |
| 1000-12-12100-514010-00000000- | CFN-18457 | FUELING TRANS DATED 111822 | 90000316 | 11/23/2022 | 33.73 |
| 1000-14-14100-514010-00000000- | CFN-18457 | FUELING TRANS DATED 111822 | 90000316 | 11/23/2022 | 164.89 |
| 1000-15-15100-514010-00000000- | CFN-18457 | FUELING TRANS DATED 111822 | 90000316 | 11/23/2022 | 60.41 |
| 1000-30-30100-514010-00000000- | CFN-18457 | FUELING TRANS DATED 111822 | 90000316 | 11/23/2022 | 25.17 |
| 1000-30-30100-514010-00000000- | CFN-18457 | FUELING TRANS DATED 111822 | 90000316 | 11/23/2022 | 28.09 |
| 1000-41-41100-514010-00000000- | CFN-18457 | FUELING TRANS DATED 111822 | 90000316 | 11/23/2022 | 85.84 |
| 1000-41-41100-514010-00000000- | CFN-18457 | FUELING TRANS DATED 111822 | 90000316 | 11/23/2022 | 179.48 |
| 1000-41-41100-514010-00000000- | CFN-18457 | FUELING TRANS DATED 111822 | 90000316 | 11/23/2022 | 364.27 |
| 1000-41-41100-514010-00000000- | CFN-18457 | FUELING TRANS DATED 111822 | 90000316 | 11/23/2022 | 3,853.13 |
| 1000-42-42100-514010-00000000- | CFN-18457 | FUELING TRANS DATED 111822 | 90000316 | 11/23/2022 | 68.72 |
| 1000-42-42100-514010-00000000- | CFN-18457 | FUELING TRANS DATED 111822 | 90000316 | 11/23/2022 | 933.16 |
| 1000-50-00000-514010-00000000- | CFN-18457 | FUELING TRANS DATED 111822 | 90000316 | 11/23/2022 | 220.00 |
| 1000-52-52100-514010-00000000- | CFN-18457 | FUELING TRANS DATED 111822 | 90000316 | 11/23/2022 | 50.59 |
| 1000-52-52100-514010-00000000- | CFN-18457 | FUELING TRANS DATED 111822 | 90000316 | 11/23/2022 | 70.93 |
| 1000-52-52100-514010-00000000- | CFN-18457 | FUELING TRANS DATED 111822 | 90000316 | 11/23/2022 | 128.97 |
| 1000-52-52100-514010-00000000- | CFN-18457 | FUELING TRANS DATED 111822 | 90000316 | 11/23/2022 | 161.76 |
| 1000-52-52100-514010-00000000- | CFN-18457 | FUELING TRANS DATED 111822 | 90000316 | 11/23/2022 | 161.83 |
| 1000-52-52100-514010-00000000- | CFN-18457 | FUELING TRANS DATED 111822 | 90000316 | 11/23/2022 | 246.91 |

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| 1000-52-52100-514010-00000000- | CFN-18457 | FUELING TRANS DATED 111822 | 90000316 | 11/23/2022 | 362.80 |
| 1000-53-53200-514010-00000000- | CFN-18457 | FUELING TRANS DATED 111822 | 90000316 | 11/23/2022 | 39.27 |
| 1000-53-53400-514010-00000000- | CFN-18457 | FUELING TRANS DATED 111822 | 90000316 | 11/23/2022 | 45.31 |
| 1000-53-53400-514010-00000000- | CFN-18457 | FUELING TRANS DATED 111822 | 90000316 | 11/23/2022 | 106.61 |
| 1000-55-55100-514010-00000000- | CFN-18457 | FUELING TRANS DATED 111822 | 90000316 | 11/23/2022 | 53.36 |
| 1000-55-55400-514010-00000000- | CFN-18457 | FUELING TRANS DATED 111822 | 90000316 | 11/23/2022 | 420.71 |
| 1000-71-71100-514010-00000000- | CFN-18457 | FUELING TRANS DATED 111822 | 90000316 | 11/23/2022 | 47.32 |
| 1000-71-71100-514010-00000000- | CFN-18457 | FUELING TRANS DATED 111822 | 90000316 | 11/23/2022 | 52.35 |
| 1000-74-74100-514010-00000000- | CFN-18457 | FUELING TRANS DATED 111822 | 90000316 | 11/23/2022 | 23.99 |
| 1000-72-00000-514010-00000000- | CFN-18457 | FUELING TRANS DATED 111822 | 90000316 | 11/23/2022 | 135.91 |
| 1000-30-30100-514010-00000000- | CFN-18473 | FUELING TRANS DATED 111922 | 90000316 | 11/23/2022 | 32.23 |
| 1000-30-30100-514010-00000000- | CFN-18473 | FUELING TRANS DATED 111922 | 90000316 | 11/23/2022 | 34.19 |
| 1000-41-41100-514010-00000000- | CFN-18473 | FUELING TRANS DATED 111922 | 90000316 | 11/23/2022 | 31.50 |
| 1000-41-41100-514010-00000000- | CFN-18473 | FUELING TRANS DATED 111922 | 90000316 | 11/23/2022 | 196.93 |
| 1000-41-41100-514010-00000000- | CFN-18473 | FUELING TRANS DATED 111922 | 90000316 | 11/23/2022 | 2,760.89 |
| 1000-42-42100-514010-00000000- | CFN-18473 | FUELING TRANS DATED 111922 | 90000316 | 11/23/2022 | 613.25 |
| 1000-52-52100-514010-00000000- | CFN-18473 | FUELING TRANS DATED 111922 | 90000316 | 11/23/2022 | 36.36 |
| 1000-53-53200-514010-00000000- | CFN-18473 | FUELING TRANS DATED 111922 | 90000316 | 11/23/2022 | 34.19 |
| 1000-53-53400-514010-00000000- | CFN-18473 | FUELING TRANS DATED 111922 | 90000316 | 11/23/2022 | 36.64 |
| 1000-41-41100-514010-00000000- | CFN-18479 | FUELING TRANS DATED 112022 | 90000316 | 11/23/2022 | 40.54 |
| 1000-41-41100-514010-00000000- | CFN-18479 | FUELING TRANS DATED 112022 | 90000316 | 11/23/2022 | 53.73 |
| 1000-41-41100-514010-00000000- | CFN-18479 | FUELING TRANS DATED 112022 | 90000316 | 11/23/2022 | 205.39 |
| 1000-41-41100-514010-00000000- | CFN-18479 | FUELING TRANS DATED 112022 | 90000316 | 11/23/2022 | 2,734.62 |
| 1000-42-42100-514010-00000000- | CFN-18479 | FUELING TRANS DATED 112022 | 90000316 | 11/23/2022 | 732.48 |
| 1000-14-14100-514010-00000000- | CFN-18481 | FUELING TRANS DATED 112122 | 90000316 | 11/23/2022 | 94.09 |
| 1000-15-15100-514010-00000000- | CFN-18481 | FUELING TRANS DATED 112122 | 90000316 | 11/23/2022 | 36.14 |
| 1000-30-30100-514010-00000000- | CFN-18481 | FUELING TRANS DATED 112122 | 90000316 | 11/23/2022 | 30.04 |
| 1000-41-41100-514010-00000000- | CFN-18481 | FUELING TRANS DATED 112122 | 90000316 | 11/23/2022 | 65.93 |
| 1000-41-41100-514010-00000000- | CFN-18481 | FUELING TRANS DATED 112122 | 90000316 | 11/23/2022 | 109.89 |
| 1000-41-41100-514010-00000000- | CFN-18481 | FUELING TRANS DATED 112122 | 90000316 | 11/23/2022 | 234.62 |
| 1000-41-41100-514010-00000000- | CFN-18481 | FUELING TRANS DATED 112122 | 90000316 | 11/23/2022 | 3,100.76 |
| 1000-42-42100-514010-00000000- | CFN-18481 | FUELING TRANS DATED 112122 | 90000316 | 11/23/2022 | 77.41 |
| 1000-42-42100-514010-00000000- | CFN-18481 | FUELING TRANS DATED 112122 | 90000316 | 11/23/2022 | 92.06 |
| 1000-42-42100-514010-00000000- | CFN-18481 | FUELING TRANS DATED 112122 | 90000316 | 11/23/2022 | 1,351.32 |
| 1000-50-00000-514010-00000000- | CFN-18481 | FUELING TRANS DATED 112122 | 90000316 | 11/23/2022 | 271.30 |
| 1000-52-52100-514010-00000000- | CFN-18481 | FUELING TRANS DATED 112122 | 90000316 | 11/23/2022 | 92.55 |
| 1000-52-52100-514010-00000000- | CFN-18481 | FUELING TRANS DATED 112122 | 90000316 | 11/23/2022 | 99.88 |
| 1000-52-52100-514010-00000000- | CFN-18481 | FUELING TRANS DATED 112122 | 90000316 | 11/23/2022 | 106.47 |
| 1000-52-52100-514010-00000000- | CFN-18481 | FUELING TRANS DATED 112122 | 90000316 | 11/23/2022 | 143.48 |
| 1000-52-52100-514010-00000000- | CFN-18481 | FUELING TRANS DATED 112122 | 90000316 | 11/23/2022 | 161.80 |
| 1000-52-52100-514010-00000000- | CFN-18481 | FUELING TRANS DATED 112122 | 90000316 | 11/23/2022 | 225.21 |
| 1000-52-52100-514010-00000000- | CFN-18481 | FUELING TRANS DATED 112122 | 90000316 | 11/23/2022 | 255.35 |
| 1000-53-53200-514010-00000000- | CFN-18481 | FUELING TRANS DATED 112122 | 90000316 | 11/23/2022 | 102.05 |
| 1000-53-53400-514010-00000000- | CFN-18481 | FUELING TRANS DATED 112122 | 90000316 | 11/23/2022 | 72.28 |
| 1000-55-55100-514010-00000000- | CFN-18481 | FUELING TRANS DATED 112122 | 90000316 | 11/23/2022 | 34.19 |
| 1000-55-55100-514010-00000000- | CFN-18481 | FUELING TRANS DATED 112122 | 90000316 | 11/23/2022 | 85.42 |
| 1000-55-55300-514010-00000000- | CFN-18481 | FUELING TRANS DATED 112122 | 90000316 | 11/23/2022 | 901.27 |
| 1000-55-55400-514010-00000000- | CFN-18481 | FUELING TRANS DATED 112122 | 90000316 | 11/23/2022 | 706.41 |
| 1000-70-70200-514010-00000000- | CFN-18481 | FUELING TRANS DATED 112122 | 90000316 | 11/23/2022 | 76.21 |
| 1000-71-71100-514010-00000000- | CFN-18481 | FUELING TRANS DATED 112122 | 90000316 | 11/23/2022 | 53.48 |
| 1000-71-71100-514010-00000000- | CFN-18481 | FUELING TRANS DATED 112122 | 90000316 | 11/23/2022 | 188.50 |
| 1000-75-75100-514010-00000000- | CFN-18481 | FUELING TRANS DATED 112122 | 90000316 | 11/23/2022 | 328.55 |
| 1000-72-00000-514010-00000000- | CFN-18481 | FUELING TRANS DATED 112122 | 90000316 | 11/23/2022 | 206.37 |
| 1000-16-16100-514010-00000000- | CFN-18496 | FUELING TRANS DATED 112222 | PCard | 11/30/2022 | 25.66 |
| 1000-30-30100-514010-00000000- | CFN-18496 | FUELING TRANS DATED 112222 | PCard | 11/30/2022 | 30.84 |
| 1000-41-41100-514010-00000000- | CFN-18496 | FUELING TRANS DATED 112222 | PCard | 11/30/2022 | 30.59 |
| 1000-41-41100-514010-00000000- | CFN-18496 | FUELING TRANS DATED 112222 | PCard | 11/30/2022 | 201.31 |
| 1000-41-41100-514010-00000000- | CFN-18496 | FUELING TRANS DATED 112222 | PCard | 11/30/2022 | 316.62 |
| 1000-41-41100-514010-00000000- | CFN-18496 | FUELING TRANS DATED 112222 | PCard | 11/30/2022 | 3,072.05 |
| 1000-42-42100-514010-00000000- | CFN-18496 | FUELING TRANS DATED 112222 | PCard | 11/30/2022 | 923.42 |
| 1000-52-52100-514010-00000000- | CFN-18496 | FUELING TRANS DATED 112222 | PCard | 11/30/2022 | 45.39 |
| 1000-52-52100-514010-00000000- | CFN-18496 | FUELING TRANS DATED 112222 | PCard | 11/30/2022 | 108.06 |

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| 1000-52-52100-514010-00000000- | CFN-18496 | FUELING TRANS DATED 112222 | PCard | 11/30/2022 | 171.14 |
| 1000-52-52100-514010-00000000- | CFN-18496 | FUELING TRANS DATED 112222 | PCard | 11/30/2022 | 189.75 |
| 1000-52-52100-514010-00000000- | CFN-18496 | FUELING TRANS DATED 112222 | PCard | 11/30/2022 | 190.52 |
| 1000-52-52100-514010-00000000- | CFN-18496 | FUELING TRANS DATED 112222 | PCard | 11/30/2022 | 205.00 |
| 1000-52-52100-514010-00000000- | CFN-18496 | FUELING TRANS DATED 112222 | PCard | 11/30/2022 | 294.86 |
| 1000-52-52100-514010-00000000- | CFN-18496 | FUELING TRANS DATED 112222 | PCard | 11/30/2022 | 428.85 |
| 1000-52-52100-514010-00000000- | CFN-18496 | FUELING TRANS DATED 112222 | PCard | 11/30/2022 | 549.01 |
| 1000-53-53100-514010-00000000- | CFN-18496 | FUELING TRANS DATED 112222 | PCard | 11/30/2022 | 28.12 |
| 1000-53-53200-514010-00000000- | CFN-18496 | FUELING TRANS DATED 112222 | PCard | 11/30/2022 | 129.50 |
| 1000-53-53400-514010-00000000- | CFN-18496 | FUELING TRANS DATED 112222 | PCard | 11/30/2022 | 41.91 |
| 1000-55-55100-514010-00000000- | CFN-18496 | FUELING TRANS DATED 112222 | PCard | 11/30/2022 | 44.41 |
| 1000-55-55300-514010-00000000- | CFN-18496 | FUELING TRANS DATED 112222 | PCard | 11/30/2022 | 1,058.19 |
| 1000-55-55400-514010-00000000- | CFN-18496 | FUELING TRANS DATED 112222 | PCard | 11/30/2022 | 713.90 |
| 1000-70-70200-514010-00000000- | CFN-18496 | FUELING TRANS DATED 112222 | PCard | 11/30/2022 | 40.46 |
| 1000-71-71100-514010-00000000- | CFN-18496 | FUELING TRANS DATED 112222 | PCard | 11/30/2022 | 138.16 |
| 1000-74-74100-514010-00000000- | CFN-18496 | FUELING TRANS DATED 112222 | PCard | 11/30/2022 | 45.39 |
| 1000-74-74100-514010-00000000- | CFN-18496 | FUELING TRANS DATED 112222 | PCard | 11/30/2022 | 72.76 |
| 1000-75-75100-514010-00000000- | CFN-18496 | FUELING TRANS DATED 112222 | PCard | 11/30/2022 | 78.49 |
| 1000-72-00000-514010-00000000- | CFN-18496 | FUELING TRANS DATED 112222 | PCard | 11/30/2022 | 143.34 |
| 1000-12-12100-514010-00000000- | CFN-18511 | FUELING TRANS DATED 112322 | PCard | 11/30/2022 | 19.01 |
| 1000-14-14100-514010-00000000- | CFN-18511 | FUELING TRANS DATED 112322 | PCard | 11/30/2022 | 247.07 |
| 1000-15-15100-514010-00000000- | CFN-18511 | FUELING TRANS DATED 112322 | PCard | 11/30/2022 | 18.24 |
| 1000-30-30100-514010-00000000- | CFN-18511 | FUELING TRANS DATED 112322 | PCard | 11/30/2022 | 25.34 |
| 1000-30-30100-514010-00000000- | CFN-18511 | FUELING TRANS DATED 112322 | PCard | 11/30/2022 | 30.66 |
| 1000-30-30100-514010-00000000- | CFN-18511 | FUELING TRANS DATED 112322 | PCard | 11/30/2022 | 31.17 |
| 1000-30-30100-514010-00000000- | CFN-18511 | FUELING TRANS DATED 112322 | PCard | 11/30/2022 | 34.97 |
| 1000-41-41100-514010-00000000- | CFN-18511 | FUELING TRANS DATED 112322 | PCard | 11/30/2022 | 30.91 |
| 1000-41-41100-514010-00000000- | CFN-18511 | FUELING TRANS DATED 112322 | PCard | 11/30/2022 | 84.13 |
| 1000-41-41100-514010-00000000- | CFN-18511 | FUELING TRANS DATED 112322 | PCard | 11/30/2022 | 235.89 |
| 1000-41-41100-514010-00000000- | CFN-18511 | FUELING TRANS DATED 112322 | PCard | 11/30/2022 | 256.48 |
| 1000-41-41100-514010-00000000- | CFN-18511 | FUELING TRANS DATED 112322 | PCard | 11/30/2022 | 3,315.50 |
| 1000-42-42100-514010-00000000- | CFN-18511 | FUELING TRANS DATED 112322 | PCard | 11/30/2022 | 25.34 |
| 1000-42-42100-514010-00000000- | CFN-18511 | FUELING TRANS DATED 112322 | PCard | 11/30/2022 | 92.23 |
| 1000-42-42100-514010-00000000- | CFN-18511 | FUELING TRANS DATED 112322 | PCard | 11/30/2022 | 568.22 |
| 1000-50-00000-514010-00000000- | CFN-18511 | FUELING TRANS DATED 112322 | PCard | 11/30/2022 | 133.90 |
| 1000-52-52100-514010-00000000- | CFN-18511 | FUELING TRANS DATED 112322 | PCard | 11/30/2022 | 17.74 |
| 1000-52-52100-514010-00000000- | CFN-18511 | FUELING TRANS DATED 112322 | PCard | 11/30/2022 | 25.09 |
| 1000-52-52100-514010-00000000- | CFN-18511 | FUELING TRANS DATED 112322 | PCard | 11/30/2022 | 41.81 |
| 1000-52-52100-514010-00000000- | CFN-18511 | FUELING TRANS DATED 112322 | PCard | 11/30/2022 | 57.17 |
| 1000-52-52100-514010-00000000- | CFN-18511 | FUELING TRANS DATED 112322 | PCard | 11/30/2022 | 72.14 |
| 1000-52-52100-514010-00000000- | CFN-18511 | FUELING TRANS DATED 112322 | PCard | 11/30/2022 | 153.56 |
| 1000-52-52100-514010-00000000- | CFN-18511 | FUELING TRANS DATED 112322 | PCard | 11/30/2022 | 199.93 |
| 1000-52-52100-514010-00000000- | CFN-18511 | FUELING TRANS DATED 112322 | PCard | 11/30/2022 | 316.31 |
| 1000-53-53200-514010-00000000- | CFN-18511 | FUELING TRANS DATED 112322 | PCard | 11/30/2022 | 78.32 |
| 1000-55-55300-514010-00000000- | CFN-18511 | FUELING TRANS DATED 112322 | PCard | 11/30/2022 | 265.24 |
| 1000-55-55400-514010-00000000- | CFN-18511 | FUELING TRANS DATED 112322 | PCard | 11/30/2022 | 542.16 |
| 1000-71-71100-514010-00000000- | CFN-18511 | FUELING TRANS DATED 112322 | PCard | 11/30/2022 | 57.27 |
| 1000-74-74100-514010-00000000- | CFN-18511 | FUELING TRANS DATED 112322 | PCard | 11/30/2022 | 25.37 |
| 1000-75-75100-514010-00000000- | CFN-18511 | FUELING TRANS DATED 112322 | PCard | 11/30/2022 | 116.05 |
| 1000-75-75100-514010-00000000- | CFN-18511 | FUELING TRANS DATED 112322 | PCard | 11/30/2022 | 159.94 |
| 1000-72-00000-514010-00000000- | CFN-18511 | FUELING TRANS DATED 112322 | PCard | 11/30/2022 | 189.04 |
| 1000-41-41100-514010-00000000- | CFN-18527 | FUELING TRANS DATED 112422 | PCard | 11/30/2022 | 29.28 |
| 1000-41-41100-514010-00000000- | CFN-18527 | FUELING TRANS DATED 112422 | PCard | 11/30/2022 | 45.65 |
| 1000-41-41100-514010-00000000- | CFN-18527 | FUELING TRANS DATED 112422 | PCard | 11/30/2022 | 2,283.65 |
| 1000-42-42100-514010-00000000- | CFN-18527 | FUELING TRANS DATED 112422 | PCard | 11/30/2022 | 405.46 |
| 1000-41-41100-514010-00000000- | CFN-18542 | FUELING TRANS DATED 112522 | PCard | 11/30/2022 | 102.46 |
| 1000-41-41100-514010-00000000- | CFN-18542 | FUELING TRANS DATED 112522 | PCard | 11/30/2022 | 128.50 |
| 1000-41-41100-514010-00000000- | CFN-18542 | FUELING TRANS DATED 112522 | PCard | 11/30/2022 | 2,704.56 |
| 1000-42-42100-514010-00000000- | CFN-18542 | FUELING TRANS DATED 112522 | PCard | 11/30/2022 | 537.30 |
| 1000-53-53400-514010-00000000- | CFN-18542 | FUELING TRANS DATED 112522 | PCard | 11/30/2022 | 17.86 |
| 1000-14-14100-514010-00000000- | CFN-18547 | FUELING TRANS DATED 112622 | PCard | 11/30/2022 | 25.04 |
| 1000-30-30100-514010-00000000- | CFN-18547 | FUELING TRANS DATED 112622 | PCard | 11/30/2022 | 65.70 |

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|---|---|---|---|---|---|---|---|
| | 1000-41-41100-514010-00000000- | CFN-18547 | FUELING TRANS DATED 112622 | PCard | 11/30/2022 | 89.22 |
| | 1000-41-41100-514010-00000000- | CFN-18547 | FUELING TRANS DATED 112622 | PCard | 11/30/2022 | 207.72 |
| | 1000-41-41100-514010-00000000- | CFN-18547 | FUELING TRANS DATED 112622 | PCard | 11/30/2022 | 2,901.01 |
| | 1000-42-42100-514010-00000000- | CFN-18547 | FUELING TRANS DATED 112622 | PCard | 11/30/2022 | 8.65 |
| | 1000-42-42100-514010-00000000- | CFN-18547 | FUELING TRANS DATED 112622 | PCard | 11/30/2022 | 884.07 |
| | 1000-53-53200-514010-00000000- | CFN-18547 | FUELING TRANS DATED 112622 | PCard | 11/30/2022 | 35.71 |
| | 1000-53-53400-514010-00000000- | CFN-18547 | FUELING TRANS DATED 112622 | PCard | 11/30/2022 | 20.34 |
| | 1000-30-30100-514010-00000000- | CFN-18553 | FUELING TRANS DATED 112722 | PCard | 11/30/2022 | 37.20 |
| | 1000-41-41100-514010-00000000- | CFN-18553 | FUELING TRANS DATED 112722 | PCard | 11/30/2022 | 45.12 |
| | 1000-41-41100-514010-00000000- | CFN-18553 | FUELING TRANS DATED 112722 | PCard | 11/30/2022 | 202.00 |
| | 1000-41-41100-514010-00000000- | CFN-18553 | FUELING TRANS DATED 112722 | PCard | 11/30/2022 | 2,485.40 |
| | 1000-42-42100-514010-00000000- | CFN-18553 | FUELING TRANS DATED 112722 | PCard | 11/30/2022 | 380.20 |
| | 1000-52-52100-514010-00000000- | CFN-18553 | FUELING TRANS DATED 112722 | PCard | 11/30/2022 | 20.15 |
| | 1000-52-52100-514010-00000000- | CFN-18553 | FUELING TRANS DATED 112722 | PCard | 11/30/2022 | 37.43 |
| | 1000-14-14100-514010-00000000- | CFN-18557 | FUELING TRANS DATED 112822 | PCard | 11/30/2022 | 326.28 |
| | 1000-15-15100-514010-00000000- | CFN-18557 | FUELING TRANS DATED 112822 | PCard | 11/30/2022 | 11.90 |
| | 1000-17-17100-514010-00000000- | CFN-18557 | FUELING TRANS DATED 112822 | PCard | 11/30/2022 | 43.13 |
| | 1000-30-30100-514010-00000000- | CFN-18557 | FUELING TRANS DATED 112822 | PCard | 11/30/2022 | 24.79 |
| | 1000-41-41100-514010-00000000- | CFN-18557 | FUELING TRANS DATED 112822 | PCard | 11/30/2022 | 113.56 |
| | 1000-41-41100-514010-00000000- | CFN-18557 | FUELING TRANS DATED 112822 | PCard | 11/30/2022 | 300.39 |
| | 1000-41-41100-514010-00000000- | CFN-18557 | FUELING TRANS DATED 112822 | PCard | 11/30/2022 | 342.30 |
| | 1000-41-41100-514010-00000000- | CFN-18557 | FUELING TRANS DATED 112822 | PCard | 11/30/2022 | 3,540.31 |
| | 1000-42-42100-514010-00000000- | CFN-18557 | FUELING TRANS DATED 112822 | PCard | 11/30/2022 | 143.96 |
| | 1000-42-42100-514010-00000000- | CFN-18557 | FUELING TRANS DATED 112822 | PCard | 11/30/2022 | 1,137.96 |
| | 1000-50-00000-514010-00000000- | CFN-18557 | FUELING TRANS DATED 112822 | PCard | 11/30/2022 | 137.83 |
| | 1000-52-52100-514010-00000000- | CFN-18557 | FUELING TRANS DATED 112822 | PCard | 11/30/2022 | 45.37 |
| | 1000-52-52100-514010-00000000- | CFN-18557 | FUELING TRANS DATED 112822 | PCard | 11/30/2022 | 139.41 |
| | 1000-52-52100-514010-00000000- | CFN-18557 | FUELING TRANS DATED 112822 | PCard | 11/30/2022 | 144.46 |
| | 1000-52-52100-514010-00000000- | CFN-18557 | FUELING TRANS DATED 112822 | PCard | 11/30/2022 | 245.03 |
| | 1000-53-53400-514010-00000000- | CFN-18557 | FUELING TRANS DATED 112822 | PCard | 11/30/2022 | 84.29 |
| | 1000-55-55100-514010-00000000- | CFN-18557 | FUELING TRANS DATED 112822 | PCard | 11/30/2022 | 77.84 |
| | 1000-55-55300-514010-00000000- | CFN-18557 | FUELING TRANS DATED 112822 | PCard | 11/30/2022 | 454.53 |
| | 1000-55-55400-514010-00000000- | CFN-18557 | FUELING TRANS DATED 112822 | PCard | 11/30/2022 | 825.35 |
| | 1000-70-70200-514010-00000000- | CFN-18557 | FUELING TRANS DATED 112822 | PCard | 11/30/2022 | 83.42 |
| | 1000-71-71100-514010-00000000- | CFN-18557 | FUELING TRANS DATED 112822 | PCard | 11/30/2022 | 47.84 |
| | 1000-71-71100-514010-00000000- | CFN-18557 | FUELING TRANS DATED 112822 | PCard | 11/30/2022 | 91.97 |
| | 1000-73-73100-514010-00000000- | CFN-18557 | FUELING TRANS DATED 112822 | PCard | 11/30/2022 | 47.10 |
| | 1000-75-75100-514010-00000000- | CFN-18557 | FUELING TRANS DATED 112822 | PCard | 11/30/2022 | 50.17 |
| | 1000-75-75100-514010-00000000- | CFN-18557 | FUELING TRANS DATED 112822 | PCard | 11/30/2022 | 135.45 |
| | 1000-72-00000-514010-00000000- | CFN-18557 | FUELING TRANS DATED 112822 | PCard | 11/30/2022 | 152.47 |
| | **Total Paid by Vendor** | | | | | **95,246.50** |
| EASTSIDE DEVELOPMENT GROUP INC | 1000-41-41100-515370-00000000- | DECEMBER 2022 | NAMACC PROJECT MANAGEMENT SERVICES-BLANKET PO | 81904 | 11/21/2022 | 13,250.00 |
| | **Total Paid by Vendor** | | | | | **13,250.00** |
| ELENA MCCARLEY | 1000-19-00000-515190-00000000- | CLAIM FY23-010 | SETTLEMENT OF CLAIM FY23-010 | 81907 | 11/21/2022 | 979.34 |
| | **Total Paid by Vendor** | | | | | **979.34** |
| EMERGENCY EQUIPMENT PROFESSIONALS INC | 1000-42-42100-513040-00000000- | 476862 | BLANKET - SCBA & COMPRESSOR REPAIR-SOLE SOURCE | 82140 | 11/29/2022 | 1,217.82 |
| | 1000-42-42100-513040-00000000- | 476863 | BLANKET - SCBA & COMPRESSOR REPAIR-SOLE SOURCE | 82140 | 11/29/2022 | 700.00 |
| | **Total Paid by Vendor** | | | | | **1,917.82** |
| FILTER PRO USA LLC | 1000-14-14300-515370-00000000- | 14603446 | 2023 BLANKET HVAC FILTER SERVICE | 81914 | 11/21/2022 | 5,287.77 |
| | **Total Paid by Vendor** | | | | | **5,287.77** |
| FLEET FUELING | 1000-41-41100-514010-00000000- | 85326005 | MONTHLY FUEL CHARGES-BLANKET PO | 82142 | 11/22/2022 | 367.01 |
| | **Total Paid by Vendor** | | | | | **367.01** |
| GEN-CO INC | 1000-14-14300-513010-00000000- | 21060.67 | 2022 BLANKET PO GENERATOR SERVICE | 82036 | 11/28/2022 | 950.00 |
| | 1000-14-14300-513010-00000000- | 20223200 | 2022 BLANKET PO GENERATOR SERVICE | 82036 | 11/28/2022 | 1,150.00 |
| | **Total Paid by Vendor** | | | | | **2,100.00** |
| GOODYEAR SERVICE STORES | 1000-15-15100-513030-00000000- | 29083 | COM TX 111822/29083 | 81917 | 11/21/2022 | 163.98 |
| | 1000-00-00000-140101-00000000- | 0000029018 | TIRES | 81917 | 11/21/2022 | 3,383.88 |
| | 1000-00-00000-140101-00000000- | 0000029071 | TIRES | 81917 | 11/21/2022 | 2,728.40 |
| | **Total Paid by Vendor** | | | | | **6,276.26** |
| GORRIE REGAN & ASSOCIATES | 1000-17-17100-515070-00000000- | 26332 | FY23 BLNKT GORRIE REGAN INT PRKG (SOLE SOURCE) | 81918 | 11/21/2022 | 1,500.00 |
| | **Total Paid by Vendor** | | | | | **1,500.00** |
| GRACE MATTHEWS & DEBRO LLC | 1000-16-16100-515370-00000000- | 12354 | HEARING OFFICER SERV RENDERED | 82035 | 11/28/2022 | 1,300.00 |

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|---|---|---|---|---|---|---|
| | **Total Paid by Vendor** | | | | | **1,300.00** |
| GRANICUS LLC | 1000-17-17100-515250-00000000- | 159065 | LEGISTAR FOR CC 2022-23 RES #S 20-669 AND 20-987 | 82144 | 11/29/2022 | 32,033.78 |
| | **Total Paid by Vendor** | | | | | **32,033.78** |
| GRAYBAR ELECTRIC COMPANY | 1000-14-14300-513010-00000000- | 9329576326 | WO#162071-432 FLEET CORDS/CABLE/PLUG | 81919 | 11/21/2022 | 229.41 |
| | 1000-14-14300-513010-00000000- | 9329554902 | WO#162071-432 FLEET CORDS/CABLE/PLUG | 81919 | 11/21/2022 | 52.80 |
| | 1000-14-14300-513010-00000000- | 9329656556 | FS# 15 WO#162066 | 82145 | 11/30/2022 | 22.31 |
| | **Total Paid by Vendor** | | | | | **304.52** |
| HILL LAWNMOWER & CHAINSAW CO | 1000-55-55300-515340-00000000- | 174377 | FY23 BLANKET FOR PWS MAINT/CONST | 82040 | 11/28/2022 | 115.60 |
| | 1000-55-55300-515340-00000000- | 174376 | FY23 BLANKET FOR PWS MAINT/CONST | 82040 | 11/28/2022 | 429.99 |
| | **Total Paid by Vendor** | | | | | **545.59** |
| HOLLOWAY CREDIT COMPANIES LLC | 1000-41-41100-515520-00000000- | 174891 | ANNUAL MEMBERSHIP FOR POTENTIAL EMP CREDIT CHECKS | 82041 | 11/28/2022 | 119.40 |
| | **Total Paid by Vendor** | | | | | **119.40** |
| HOME DEPOT USA INC | 1000-41-41100-515340-00000000- | 718201643 | 704 FIBER STREET NW/ JEFFREY TOWRY 256-427-7174 | 81923 | 11/21/2022 | 271.80 |
| | 1000-53-53100-515310-00000000- | 717474167 | KATHY DEANER 500B CHURCH ST 256-427-6806 | 82148 | 11/29/2022 | 700.80 |
| | 1000-52-52200-515340-00000000- | 716788096 | CAN LINERS FOR MAYOR LUNCHEON | 82148 | 11/29/2022 | 112.04 |
| | 1000-42-42100-515340-00000000- | 718665839 | SUPPLIES | 82148 | 11/29/2022 | 90.39 |
| | 1000-42-42100-515340-00000000- | 718441256 | MONTHLY JAN. SUPPLIES | 82148 | 11/29/2022 | 77.40 |
| | 1000-53-53200-515340-00000000- | 718441264 | KATHY DEANER 200B CHURCH ST 2ND FL 256-427-6806 | 82149 | 11/29/2022 | 149.04 |
| | **Total Paid by Vendor** | | | | | **1,401.47** |
| HON GROUP | 1000-41-41100-515340-00000000- | 1898622 | DEPUTY CHIEF BREAK ROOM FURNITURE | 82150 | 11/29/2022 | 946.05 |
| | **Total Paid by Vendor** | | | | | **946.05** |
| HUMPHRIES FARM & TURF SUPPLY INC | 1000-51-00000-513010-00000000- | 29232 | GRASS SEED FOR CEMETERY USE | 82151 | 11/29/2022 | 298.75 |
| | **Total Paid by Vendor** | | | | | **298.75** |
| HUNTSVILLE UTILITIES | 1000-53-53200-515700-PK1040XX- | 2110100162111122 | SPRINKLER USAGE FOR GARAGES (BLANKET) | 82152 | 11/29/2022 | 57.68 |
| | 1000-53-53200-515700-PK1057XX- | 2110100173791122 | SPRINKLER USAGE FOR GARAGES (BLANKET) | 82152 | 11/29/2022 | 57.68 |
| | 1000-53-53200-515700-PK1020XX- | 2110100159651122 | SPRINKLER USAGE FOR GARAGES (BLANKET) | 82152 | 11/29/2022 | 73.93 |
| | 1000-53-53200-515700-PK1051XX- | 2210103669511122 | UTILITY USAGE FOR GARAGE D (BLANKET) | 82152 | 11/29/2022 | 63.03 |
| | 1000-53-53200-515700-PK1051XX- | 2210103669481122 | UTILITY USAGE FOR GARAGE D (BLANKET) | 82152 | 11/29/2022 | 57.68 |
| | 1000-53-53200-515700-PK1051XX- | 2210103669501122 | UTILITY USAGE FOR GARAGE D (BLANKET) | 82152 | 11/29/2022 | 1,035.99 |
| | 1000-53-53200-515700-PK1051XX- | 2210103669461122 | UTILITY USAGE FOR GARAGE D (BLANKET) | 82152 | 11/29/2022 | 537.91 |
| | 1000-53-53200-515700-PK1051XX- | 2210103669441122 | UTILITY USAGE FOR GARAGE D (BLANKET) | 82152 | 11/29/2022 | 137.13 |
| | 1000-53-53200-515700-PK1051XX- | 2210103669401122 | UTILITY USAGE FOR GARAGE D (BLANKET) | 82152 | 11/29/2022 | 20.00 |
| | 1000-53-53200-515700-PK1051XX- | 2210103669431122 | UTILITY USAGE FOR GARAGE D (BLANKET) | 82152 | 11/29/2022 | 20.77 |
| | 1000-53-53200-515700-PK1060XX- | 2210101320471122 | UTILITY USAGE FOR GARAGES (BLANKET) | 82152 | 11/29/2022 | 12.34 |
| | 1000-53-53200-515700-PK1057XX- | 2110100173791122B | UTILITY USAGE FOR GARAGES (BLANKET) | 82152 | 11/29/2022 | 70.98 |
| | 1000-53-53200-515700-PK1040XX- | 2110100161901122 | UTILITY USAGE FOR GARAGES (BLANKET) | 82152 | 11/29/2022 | 2,455.54 |
| | 1000-53-53200-515700-PK1010XX- | 2110100100351122 | UTILITY USAGE FOR GARAGES (BLANKET) | 82152 | 11/29/2022 | 12.34 |
| | 1000-53-53200-515700-PK1030XX- | 2110100717121122 | UTILITY USAGE FOR GARAGES (BLANKET) | 82152 | 11/29/2022 | 20.02 |
| | 1000-53-53200-515700-PK1055XX- | 2110100704511122 | UTILITY USAGE FOR GARAGES (BLANKET) | 82152 | 11/29/2022 | 187.81 |
| | 1000-53-53200-515700-PK1060XX- | 2210101320481122 | UTILITY USAGE FOR GARAGES (BLANKET) | 82152 | 11/29/2022 | 2,906.52 |
| | 1000-70-70200-515700-00000000- | 2110100863511/22 | UTILITY SERVICE FOR 620 PEARL AVE (BLANKET PO) | 82152 | 11/30/2022 | 163.59 |
| | **Total Paid by Vendor** | | | | | **7,890.94** |
| ILENE S SHOEMAKER | 1000-12-12200-515370-00000000- | 221-127 | BLANKET PO FOR CITY COUNCIL MEETINGS FY 2023 | 82075 | 11/22/2022 | 3,200.00 |
| | **Total Paid by Vendor** | | | | | **3,200.00** |
| INDUSTRIAL CONTRACTOR SUPPLY LLC | 1000-55-55300-515340-00000000- | 57223 | FY23 PWS ALL MATERIAL "B" BLANKET | 81931 | 11/21/2022 | 561.49 |
| | 1000-55-55300-515340-00000000- | 57228 | FY23 PWS ALL MATERIAL "B" BLANKET | 81931 | 11/21/2022 | 382.56 |
| | 1000-55-55300-515340-00000000- | 57219 | FY23 PWS ALL MATERIAL "B" BLANKET | 81931 | 11/21/2022 | 71.03 |
| | 1000-52-52700-515340-00000000- | 57351 | SUPPLIES FOR SOUTH MAINTENANCE (BLANKET PO) | 82044 | 11/22/2022 | 39.80 |
| | 1000-52-52700-515340-00000000- | 56474 | SUPPLIES FOR SOUTH MAINTENANCE (BLANKET PO) | 82044 | 11/22/2022 | 599.43 |
| | 1000-52-52700-515340-00000000- | 56455 | SUPPLIES FOR SOUTH MAINTENANCE (BLANKET PO) | 82044 | 11/22/2022 | 407.08 |
| | 1000-52-52700-515340-00000000- | 56453 | SUPPLIES FOR SOUTH MAINTENANCE (BLANKET PO) | 82044 | 11/22/2022 | 69.99 |
| | 1000-52-52900-515340-00000000- | 57278 | SUPPLIES FOR GREEN TEAM (BLANKET PO) | 82044 | 11/22/2022 | 358.22 |
| | 1000-52-52900-515340-00000000- | 56448 | SUPPLIES FOR GREEN TEAM (BLANKET PO) | 82044 | 11/22/2022 | 271.88 |
| | 1000-52-52200-515340-00000000- | 56444 | SUPPLIES FOR SPECIAL EVENTS (BLANKET PO) | 82044 | 11/22/2022 | 983.23 |
| | 1000-52-52500-515340-00000000- | 57252 | LM WEST MAIN - VARIOUS A-BID ITEMS (BLANKET) | 82044 | 11/22/2022 | 7.68 |
| | 1000-55-55400-515340-00000000- | 57330 | FY23 PWS MAINT/CONST BID ITEMS - BLANKET | 82044 | 11/28/2022 | 18.99 |
| | 1000-55-55400-515340-00000000- | 57370 | FY23 PWS MAINT/CONST BID ITEMS - BLANKET | 82044 | 11/28/2022 | 49.47 |
| | 1000-55-55300-515340-00000000- | 57379 | FY23 PWS MAINT/CONST BID ITEMS - BLANKET | 82044 | 11/28/2022 | 53.88 |
| | 1000-55-55400-515340-00000000- | 57147 | FY23 PWS MAINT/CONST BID ITEMS - BLANKET | 82044 | 11/28/2022 | 22.13 |
| | 1000-55-55300-515340-00000000- | 57392 | FY23 PWS MAINT/CONST BID ITEMS - BLANKET | 82044 | 11/28/2022 | 107.76 |
| | 1000-55-55400-515340-00000000- | 57386 | FY23 PWS MAINT/CONST BID ITEMS - BLANKET | 82044 | 11/28/2022 | 62.50 |
| | 1000-55-55400-515340-00000000- | 57335 | FY23 PWS MAINT/CONST BID ITEMS - BLANKET | 82044 | 11/28/2022 | 9.59 |

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|---|---|---|---|---|---|---|
| | 1000-55-55400-515340-00000000- | 57331 | FY23 PWS MAINT/CONST BID ITEMS - BLANKET | 82044 | 11/28/2022 | 36.46 |
| | 1000-55-55300-515340-00000000- | 57333 | FY23 PWS ALL MATERIAL "B" BLANKET | 82044 | 11/28/2022 | 34.65 |
| | 1000-55-55300-515340-00000000- | 57336 | FY23 PWS ALL MATERIAL "B" BLANKET | 82044 | 11/28/2022 | 41.86 |
| | 1000-55-55300-515340-00000000- | 57332 | FY23 PWS ALL MATERIAL "B" BLANKET | 82044 | 11/28/2022 | 153.89 |
| | 1000-55-55300-515340-00000000- | 57329 | FY23 PWS ALL MATERIAL "B" BLANKET | 82044 | 11/28/2022 | 575.04 |
| | 1000-55-55300-515340-00000000- | 57345 | FY23 PWS ALL MATERIAL "B" BLANKET | 82044 | 11/28/2022 | 84.62 |
| | 1000-55-55300-515340-00000000- | 57391 | FY23 PWS ALL MATERIAL "B" BLANKET | 82044 | 11/28/2022 | 56.54 |
| | 1000-55-55300-515340-00000000- | 57367 | FY23 PWS ALL MATERIAL "B" BLANKET | 82044 | 11/28/2022 | 283.64 |
| | 1000-52-52600-515340-00000000- | 57290 | SUPPLIES FOR NORTH MAINTENANCE (BLANKET PO) | 82044 | 11/28/2022 | 125.72 |
| | **Total Paid by Vendor** | | | | | **5,469.13** |
| JAKE MARSHALL SERVICE INC | 1000-14-14300-513010-00000000- | HUNTSVILLE-454600 | 2023 BLANKET PO HONEYWELL & ACCESS CONTROL REPAIR | 81933 | 11/21/2022 | 5,828.63 |
| | 1000-14-14300-513010-00000000- | HUNTSVILLE-455966 | 2023 BLANKET PO HONEYWELL & ACCESS CONTROL REPAIR | 82154 | 11/30/2022 | 188.00 |
| | **Total Paid by Vendor** | | | | | **6,016.63** |
| JAMES MONAGHAN | 1000-14-14300-513010-00000000- | 5080 | BUD CRAMER PARK BRIDGE REPAIRS | 90000317 | 11/28/2022 | 4,840.00 |
| | **Total Paid by Vendor** | | | | | **4,840.00** |
| JAMES R HALL | 1000-41-41100-515340-00000000- | 58825 | TOWING & IMPOUND FEES | 82066 | 11/28/2022 | 50.00 |
| | 1000-41-41100-515340-00000000- | 58868 | TOWING & IMPOUND FEES | 82066 | 11/28/2022 | 50.00 |
| | 1000-41-41100-515340-00000000- | 59136 | TOWING & IMPOUND FEES | 82066 | 11/28/2022 | 50.00 |
| | 1000-41-41100-515340-00000000- | 60860 | TOWING & IMPOUND FEES | 82066 | 11/28/2022 | 50.00 |
| | 1000-41-41100-515340-00000000- | 60896 | TOWING & IMPOUND FEES | 82066 | 11/28/2022 | 50.00 |
| | 1000-41-41100-515340-00000000- | 58288 | TOWING FEES | 82179 | 12/01/2022 | 50.00 |
| | 1000-41-41100-515340-00000000- | 60603 | TOWING FEES | 82179 | 12/01/2022 | 130.00 |
| | **Total Paid by Vendor** | | | | | **430.00** |
| JAMES T BALTZ | 1000-42-42100-513040-00000000- | 972 | REPAIR OF TURN OUT GEAR | 82045 | 11/22/2022 | 1,207.70 |
| | **Total Paid by Vendor** | | | | | **1,207.70** |
| KELLYS TIRE SERVICE | 1000-15-15100-513030-00000000- | 229590 | COM TX 112122/229590 | 82155 | 11/29/2022 | 85.00 |
| | 1000-15-15100-513030-00000000- | 233828 | COM TX 112122/233828 | 82155 | 11/29/2022 | 35.00 |
| | 1000-15-15100-513030-00000000- | 236274 | COM TX 112122/236274 | 82155 | 11/29/2022 | 135.00 |
| | 1000-15-15100-513030-00000000- | 236320 | COM TX 112122/236320 | 82155 | 11/29/2022 | 85.00 |
| | 1000-15-15100-513030-00000000- | 236321 | COM TX 112122/236321 | 82155 | 11/29/2022 | 95.00 |
| | **Total Paid by Vendor** | | | | | **435.00** |
| KNOLOGY OF HUNTSVILLE | 1000-17-17100-515070-00000000- | 0196528881122 | FY23 BLANKET PO FOR WOW SERVICES COH | 82196 | 11/30/2022 | 65.98 |
| | 1000-17-17100-515070-00000000- | 0194584021122 | FY23 BLANKET PO FOR WOW SERVICES COH | 82196 | 11/30/2022 | 1,103.37 |
| | **Total Paid by Vendor** | | | | | **1,169.35** |
| KNOWINK, LLC | 1000-12-12100-515100-00000000- | 10813 | KNOWINK PRE-ELECTION SUPPORT HARDWARE/SOFTWARE | 82156 | 11/30/2022 | 8,460.00 |
| | 1000-12-12100-515100-00000000- | 10812 | KNOWINK ELECTION SUPPORT HARDWARE/SOFTWARE | 82156 | 11/30/2022 | 7,155.00 |
| | **Total Paid by Vendor** | | | | | **15,615.00** |
| LANDERS MCLARTY DODGE CHRYSLER JEEP | 1000-41-41100-513030-00000000-00153 | 002892 | 2021 JEEP GRAND CHEROKEE STOCK# M8203130 VIN 1C4RJ | 82157 | 11/30/2022 | 29,755.50 |
| | **Total Paid by Vendor** | | | | | **29,755.50** |
| LINCOLN NATIONAL LIFE | 1000-00-00000-210230-00000000- | 873001032 10/02/2022 | PPE 10/02/22 VOLUNTARY AD&D INSURANCE PREMIUMS | 81941 | 11/21/2022 | 1,593.33 |
| | 1000-00-00000-210230-00000000- | 873001032 10/16/2022 | PPE 10/16/22 VOLUNTARY AD&D INSURANCE PREMIUMS | 81941 | 11/21/2022 | 1,593.33 |
| | 1000-00-00000-210230-00000000- | 873001032 10/30/2022 | PPE 10/30/22 VOLUNTARY AD&D INSURANCE PREMIUMS | 81941 | 11/21/2022 | 1,596.33 |
| | 1000-00-00000-210230-00000000- | 873001032 11/13/2022 | PPE 11/13/22 VOLUNTARY AD&D INSURANCE PREMIUMS | 81941 | 11/21/2022 | 1,596.33 |
| | **Total Paid by Vendor** | | | | | **6,379.32** |
| M & H FIRE AND SAFETY EQUIPMENT INC | 1000-42-42100-515340-00000000- | 104956 | BLANKET P.O. FOR EXTINGUISHER REFILL | 82047 | 11/23/2022 | 123.80 |
| | **Total Paid by Vendor** | | | | | **123.80** |
| MADISON COUNTY AUTO PARTS INC | 1000-55-55400-514010-00000000- | 240536 | FY23 VARIOUS FLUIDS, AUTOMOTIVE-PWS BLANKET | 81942 | 11/21/2022 | 252.00 |
| | 1000-55-55400-514010-00000000- | 240547 | FY23 VARIOUS FLUIDS, AUTOMOTIVE-PWS BLANKET | 81942 | 11/21/2022 | 66.84 |
| | 1000-55-55400-514010-00000000- | 240695 | FY23 VARIOUS FLUIDS, AUTOMOTIVE-PWS BLANKET | 82049 | 11/23/2022 | 42.50 |
| | 1000-15-15100-513030-00000000- | 240394 | NAPA TRX DATE 111022 | 82049 | 11/23/2022 | 3.16 |
| | 1000-15-15100-513030-00000000- | 240394 | NAPA TRX DATE 111022 | 82049 | 11/23/2022 | 3.24 |
| | 1000-15-15100-513030-00000000- | 240394 | NAPA TRX DATE 111022 | 82049 | 11/23/2022 | 3.60 |
| | 1000-15-15100-513030-00000000- | 240394 | NAPA TRX DATE 111022 | 82049 | 11/23/2022 | 3.98 |
| | 1000-15-15100-513030-00000000- | 240394 | NAPA TRX DATE 111022 | 82049 | 11/23/2022 | 4.30 |
| | 1000-15-15100-513030-00000000- | 240394 | NAPA TRX DATE 111022 | 82049 | 11/23/2022 | 4.40 |
| | 1000-15-15100-513030-00000000- | 240394 | NAPA TRX DATE 111022 | 82049 | 11/23/2022 | 4.63 |
| | 1000-15-15100-513030-00000000- | 240394 | NAPA TRX DATE 111022 | 82049 | 11/23/2022 | 6.13 |
| | 1000-15-15100-513030-00000000- | 240394 | NAPA TRX DATE 111022 | 82049 | 11/23/2022 | 6.94 |
| | 1000-15-15100-513030-00000000- | 240394 | NAPA TRX DATE 111022 | 82049 | 11/23/2022 | 7.23 |
| | 1000-15-15100-513030-00000000- | 240394 | NAPA TRX DATE 111022 | 82049 | 11/23/2022 | 7.72 |
| | 1000-15-15100-513030-00000000- | 240394 | NAPA TRX DATE 111022 | 82049 | 11/23/2022 | 7.90 |
| | 1000-15-15100-513030-00000000- | 240394 | NAPA TRX DATE 111022 | 82049 | 11/23/2022 | 9.00 |

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| 1000-15-15100-513030-00000000- | 240394 | NAPA TRX DATE 111022 | 82049 | 11/23/2022 | 11.08 |
| 1000-15-15100-513030-00000000- | 240394 | NAPA TRX DATE 111022 | 82049 | 11/23/2022 | 12.14 |
| 1000-15-15100-513030-00000000- | 240394 | NAPA TRX DATE 111022 | 82049 | 11/23/2022 | 12.87 |
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| 1000-15-15100-513030-00000000- | 240394 | NAPA TRX DATE 111022 | 82049 | 11/23/2022 | 13.24 |
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| 1000-15-15100-513030-00000000- | 240394 | NAPA TRX DATE 111022 | 82049 | 11/23/2022 | 15.44 |
| 1000-15-15100-513030-00000000- | 240394 | NAPA TRX DATE 111022 | 82049 | 11/23/2022 | 18.00 |
| 1000-15-15100-513030-00000000- | 240394 | NAPA TRX DATE 111022 | 82049 | 11/23/2022 | 18.08 |
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| 1000-15-15100-513030-00000000- | 240394 | NAPA TRX DATE 111022 | 82049 | 11/23/2022 | 55.37 |
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| 1000-15-15100-513030-00000000- | 240402 | NAPARETURNTRAN 111022 | 82049 | 11/23/2022 | (27.50) |
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| 1000-15-15100-513030-00000000- | 240557 | NAPA TRX DATE 111622 | 82159 | 11/29/2022 | 3.60 |
| 1000-15-15100-513030-00000000- | 240557 | NAPA TRX DATE 111622 | 82159 | 11/29/2022 | 3.62 |
| 1000-15-15100-513030-00000000- | 240557 | NAPA TRX DATE 111622 | 82159 | 11/29/2022 | 4.24 |
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| 1000-15-15100-513030-00000000- | 240608 | NAPA TRX DATE 111722 | 82159 | 11/29/2022 | 31.95 |
| 1000-15-15100-513030-00000000- | 240608 | NAPA TRX DATE 111722 | 82159 | 11/29/2022 | 32.84 |
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| 1000-15-15100-513030-00000000- | 240608 | NAPA TRX DATE 111722 | 82159 | 11/29/2022 | 103.22 |
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| 1000-15-15100-513030-00000000- | 240782 | NAPA TRX DATE 112322 | 82159 | 11/29/2022 | 39.93 |
| 1000-15-15100-513030-00000000- | 240782 | NAPA TRX DATE 112322 | 82159 | 11/29/2022 | 43.43 |
| 1000-15-15100-513030-00000000- | 240782 | NAPA TRX DATE 112322 | 82159 | 11/29/2022 | 43.44 |
| 1000-15-15100-513030-00000000- | 240782 | NAPA TRX DATE 112322 | 82159 | 11/29/2022 | 46.85 |
| 1000-15-15100-513030-00000000- | 240782 | NAPA TRX DATE 112322 | 82159 | 11/29/2022 | 51.90 |
| 1000-15-15100-513030-00000000- | 240782 | NAPA TRX DATE 112322 | 82159 | 11/29/2022 | 62.31 |
| 1000-15-15100-513030-00000000- | 240782 | NAPA TRX DATE 112322 | 82159 | 11/29/2022 | 63.66 |
| 1000-15-15100-513030-00000000- | 240782 | NAPA TRX DATE 112322 | 82159 | 11/29/2022 | 80.94 |
| 1000-15-15100-513030-00000000- | 240782 | NAPA TRX DATE 112322 | 82159 | 11/29/2022 | 90.51 |
| 1000-15-15100-513030-00000000- | 240782 | NAPA TRX DATE 112322 | 82159 | 11/29/2022 | 116.27 |

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|---|---|---|---|---|---|---|
| | 1000-15-15100-513030-00000000- | 240782 | NAPA TRX DATE 112322 | 82159 | 11/29/2022 | 132.81 |
| | 1000-15-15100-513030-00000000- | 240782 | NAPA TRX DATE 112322 | 82159 | 11/29/2022 | 141.62 |
| | 1000-15-15100-513030-00000000- | 240782 | NAPA TRX DATE 112322 | 82159 | 11/29/2022 | 159.94 |
| | 1000-15-15100-513030-00000000- | 240782 | NAPA TRX DATE 112322 | 82159 | 11/29/2022 | 160.38 |
| | 1000-15-15100-513030-00000000- | 240782 | NAPA TRX DATE 112322 | 82159 | 11/29/2022 | 161.24 |
| | 1000-15-15100-513030-00000000- | 240782 | NAPA TRX DATE 112322 | 82159 | 11/29/2022 | 190.74 |
| | 1000-15-15100-513030-00000000- | 240782 | NAPA TRX DATE 112322 | 82159 | 11/29/2022 | 255.80 |
| | 1000-15-15100-513030-00000000- | 240782 | NAPA TRX DATE 112322 | 82159 | 11/29/2022 | 279.20 |
| | 1000-15-15100-513030-00000000- | 240782 | NAPA TRX DATE 112322 | 82159 | 11/29/2022 | 399.30 |
| | 1000-15-15100-513030-00000000- | 240782 | NAPA TRX DATE 112322 | 82159 | 11/29/2022 | 1,554.08 |
| | 1000-15-15100-513030-00000000- | 240798 | NAPARETURNTRAN 112322 | 82159 | 11/29/2022 | (18.00) |
| | **Total Paid by Vendor** | | | | | **34,851.31** |
| MADISON COUNTY LICENSE DEPT | 1000-15-15100-515340-00000000- | 030442 | APP FEE FOR TITLE | 82048 | 11/28/2022 | 18.00 |
| | **Total Paid by Vendor** | | | | | **18.00** |
| MARK B HASTINGS | 1000-43-00000-515370-00000000- | 3991 2ND SESSION | INST FOR D.D.C. 8HR CLASS 11/17/2022 | 82039 | 11/23/2022 | 105.00 |
| | **Total Paid by Vendor** | | | | | **105.00** |
| MARSHALL COUNTY | 1000-00-00000-210180-00000000- | 289346 | Payroll Run 1 - Warrant 221127 | 82207 | 11/29/2022 | 36.06 |
| | **Total Paid by Vendor** | | | | | **36.06** |
| MAUREEN K COOPER LLC | 1000-16-16100-515370-00000000- | NOVEMBER 14, 2022 | POP: 9/15/22-11/10/22 HEARING OFFICER SERV REND | 82050 | 11/28/2022 | 1,700.00 |
| | **Total Paid by Vendor** | | | | | **1,700.00** |
| MCGRIFF TIRE CO INC | 1000-00-00000-140101-00000000- | 4660045137 | TIRES | 81945 | 11/21/2022 | 982.68 |
| | 1000-00-00000-140101-00000000- | 4660045412 | TIRES | 81945 | 11/21/2022 | 818.90 |
| | 1000-00-00000-140101-00000000- | 4660044454 | TIRES | 81945 | 11/21/2022 | 3,078.92 |
| | 1000-00-00000-140101-00000000- | 4660045367 | TIRES | 81945 | 11/21/2022 | 1,382.40 |
| | 1000-00-00000-140101-00000000- | 4660045763 | TIRES | 82161 | 11/30/2022 | 3,886.43 |
| | **Total Paid by Vendor** | | | | | **10,149.33** |
| MCKESSON MEDICAL SURGICAL GOVERNMENT | 1000-42-42100-515340-00000000- | 20051386 | MEDICAL SUPPLIES | 82051 | 11/22/2022 | 369.48 |
| | 1000-42-42100-515340-00000000- | 20049718 | PEDIATRIC AEDS AND OXYGEN REGULATORS | 82051 | 11/22/2022 | 2,125.75 |
| | 1000-42-42100-515340-00000000- | 20049724 | ESM PACK AEROMED | 82051 | 11/22/2022 | 230.28 |
| | 1000-42-42100-515340-00000000- | 20047767 | MEDICAL SUPPLIES | 82051 | 11/22/2022 | 163.50 |
| | 1000-42-42100-515340-00000000- | 20030398 | MEDICAL SUPPIES | 82051 | 11/22/2022 | 38.65 |
| | 1000-42-42100-515340-00000000- | 20049726 | MEDICAL SUPPLIES | 82051 | 11/22/2022 | 389.93 |
| | 1000-42-42100-515340-00000000- | 20044965 | MEDICAL SUPPLIES | 82051 | 11/22/2022 | 96.00 |
| | 1000-42-42100-515340-00000000- | 20029585 | MEDICAL SUPPLIES | 82051 | 11/22/2022 | 369.48 |
| | 1000-42-42100-515340-00000000- | 20019161 | MEDICAL SUPPLIES | 82051 | 11/22/2022 | 30.79 |
| | 1000-42-42100-515340-00000000- | 20055089 | MEDICAL SUPPLIES | 82051 | 11/22/2022 | 13.50 |
| | 1000-42-42100-515340-00000000- | 20055085 | CREDIT FOR INVOICE #20055089 | 82051 | 11/22/2022 | (13.53) |
| | **Total Paid by Vendor** | | | | | **3,813.83** |
| MICHELE T HATCHER CHAPTER 13 TRUSTEE | 1000-00-00000-210180-00000000- | 289334 | Payroll Run 1 - Warrant 221127 | 82208 | 11/29/2022 | 7,903.00 |
| | **Total Paid by Vendor** | | | | | **7,903.00** |
| MICHIGAN STATE DISBURSEMENT UNIT | 1000-00-00000-210180-00000000- | 289344 | Payroll Run 1 - Warrant 221127 | 82209 | 11/29/2022 | 332.64 |
| | **Total Paid by Vendor** | | | | | **332.64** |
| MOBILE COMMUNICATIONS AMERICA INC | 1000-17-17100-515070-00000000- | 80096979 | FY23 BLANKET PO SOLE SOURCE MCA 400MHZ RADIOS COH | 81949 | 11/21/2022 | 887.43 |
| | 1000-17-17100-515070-00000000- | 80096980 | FY23 BLANKET PO SOLE SOURCE MCA 400MHZ RADIOS COH | 81949 | 11/21/2022 | 697.27 |
| | **Total Paid by Vendor** | | | | | **1,584.70** |
| NATIONWIDE RETIREMENT SOLUTIONS | 1000-00-00000-210220-00000000- | NATIONWDE CNT 221127 | NATIONWIDE CONTRIBUTIONS 221127 | 82107 | 11/30/2022 | 85,544.22 |
| | **Total Paid by Vendor** | | | | | **85,544.22** |
| NORTH AMERICA FIRE EQUIPMENT CO INC | 1000-42-42100-515340-00000000- | 1176167 | THERMAL IMAGING CAMERA BATTERIES | 82054 | 11/22/2022 | 1,431.52 |
| | 1000-42-42100-520500-00000000- | 1174030 | THERMAL IMAGING CAMERA | 82054 | 11/22/2022 | 23,180.32 |
| | 1000-42-42100-515050-00000000- | 1173912 | ROPE AND WEBBING FOR NEW CADETS | 82054 | 11/22/2022 | 3,903.50 |
| | **Total Paid by Vendor** | | | | | **28,515.34** |
| NUCO2 SUPPLY LLC | 1000-30-30600-515340-00000000- | 71403456 | CO2 HSV AQUATICS CENTER FY23 (EMERGENCY NEED) | 81952 | 11/21/2022 | 1,715.99 |
| | **Total Paid by Vendor** | | | | | **1,715.99** |
| NYS CHILD SUPPORT PROCESSING (SDU) | 1000-00-00000-210180-00000000- | 289333 | Payroll Run 1 - Warrant 221127 | 82210 | 11/29/2022 | 23.06 |
| | **Total Paid by Vendor** | | | | | **23.06** |
| OFFICE FURNITURE OUTLET INC | 1000-55-55400-515340-00000000- | 220804 | DESK FOR MAINTENANCE | 82056 | 11/23/2022 | 890.00 |
| | **Total Paid by Vendor** | | | | | **890.00** |
| PARK SUPPLY COMPANY INC | 1000-14-14300-513010-00000000- | S2183289.001 | 2023 BLANKET PO MISC. MATERIAL FOR REPAIRS | 82057 | 11/23/2022 | 367.63 |
| | 1000-14-14300-513010-00000000- | S2183476.001 | 2023 BLANKET PO MISC. MATERIAL FOR REPAIRS | 82057 | 11/23/2022 | 535.03 |
| | 1000-14-14300-513010-00000000- | S2184968.001 | 2023 BLANKET PO MISC. MATERIAL FOR REPAIRS | 82163 | 11/30/2022 | 27.21 |
| | 1000-14-14300-515610-00000000- | S2185318.001 | 2023 BLANKET PO MISC. MATERIAL FOR REPAIRS | 82163 | 12/01/2022 | 19.67 |

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|---|---|---|---|---|---|---|
| | 1000-14-14300-513010-00000000- | S2185594.001 | 2023 BLANKET PO MISC. MATERIAL FOR REPAIRS | 82163 | 12/01/2022 | 67.89 |
| | **Total Paid by Vendor** | | | | | **1,017.43** |
| PATTERSON POPE INC | 1000-16-16100-515340-00000000- | 336698-1 | SPECIAL FILE FOLDERS FOR BENEFITS | 82164 | 11/22/2022 | 181.59 |
| | **Total Paid by Vendor** | | | | | **181.59** |
| PCARD PAYMENTS | 1000-14-14300-513010-00000000- | 289084 | INFRARED RADIANT HEATERS - OPTIMIST REC CENTER | PCard | 11/21/2022 | 194.94 |
| | 1000-14-14300-513010-00000000- | 289085 | THE HOME DEPOT #0804 | PCard | 11/21/2022 | 145.24 |
| | 1000-41-41100-515340-00000000- | 289086 | KIRK GILES- DOTHAN, AL- REGISTRATION | PCard | 11/21/2022 | 198.00 |
| | 1000-41-41100-515340-00000000- | 289087 | JEFF RICE- IACP ANNUAL MEMBERSHIP RENEWAL | PCard | 11/21/2022 | 190.00 |
| | 1000-14-14300-513010-00000000- | 289088 | RIVETS AND GLUE - NATURAL RESOURCES | PCard | 11/21/2022 | 48.86 |
| | 1000-14-14300-513010-00000000- | 289089 | FIRE ALARM BREAKER HANDLE - 016 - DOT | PCard | 11/21/2022 | 45.80 |
| | 1000-41-41101-515790-00000000- | 289090 | JESSICA COLEMAN- ST LOUIS- AITLINE BAGGAGE FEE | PCard | 11/21/2022 | 30.00 |
| | 1000-41-41101-515790-00000000- | 289091 | JESSICA COLEMAN- ST LOUIS- UBER FEES | PCard | 11/21/2022 | 41.81 |
| | 1000-14-14300-513010-00000000- | 289092 | INFRARED RADIANT HEATERS -101 - FIRE STATION 1 | PCard | 11/21/2022 | 259.92 |
| | 1000-41-41250-515790-00000000- | 289093 | STEPHEN ANDERSON- BIRMINGHAM, AL- HOTEL | PCard | 11/21/2022 | 693.00 |
| | 1000-52-52300-513010-00000000- | 289536 | GAS CADDY AND HITCH PINS FOR EQUIPMENT - SPORTS | PCard | 11/21/2022 | 213.41 |
| | 1000-52-52900-515520-00000000- | 289537 | STAKE FLAGS FOR COMMUNITY EVENT - GREEN TEAM | PCard | 11/21/2022 | 29.91 |
| | 1000-12-12100-515340-00000000- | 289539 | PP*Tax Collector of Madis RECORDING DEEDS WITH PRO | PCard | 11/21/2022 | 217.99 |
| | 1000-55-55300-515340-00000000- | 289541 | HEAVY EQUIPMENT REPLACE KEY BLANK SET | PCard | 11/21/2022 | 50.58 |
| | 1000-10-10200-515340-00000000- | 289542 | FACEBK KSMJUHTTD2 - FACEBOOK ADVERTISING | PCard | 11/21/2022 | 75.00 |
| | 1000-52-52600-513010-00000000- | 289543 | 5 GALLON MIX FOR EQUIPMENT - NORTH MAINT | PCard | 11/21/2022 | 111.53 |
| | 1000-52-52100-515790-00000000- | 289544 | CONFERENCE REGISTRATION FOR CONTINUING EDUCATION - | PCard | 11/22/2022 | 525.00 |
| | 1000-53-53200-513010-PK1051XX- | 289545 | THE HOME DEPOT #0804 MAINTENANCE ITEMS FOR GARAGE | PCard | 11/23/2022 | 243.62 |
| | 1000-51-00000-515340-00000000- | 289546 | IRRIGATION FLAGS,SCRUB BRUSHES,INVISIBLE GLASS | PCard | 11/23/2022 | 33.73 |
| | 1000-53-53200-515340-00000000- | 289548 | THE HOME DEPOT #0804 GENERAL MAINTENANCE GARAGES | PCard | 11/24/2022 | 103.49 |
| | 1000-53-53200-513010-PK1040XX- | 289549 | THE HOME DEPOT #0804 MAINTENANCE GARAGE "O" | PCard | 11/24/2022 | 488.60 |
| | **Total Paid by Vendor** | | | | | **3,940.43** |
| PERFORMANCE TIRE & SERVICE CENTER LLC | 1000-00-00000-140101-00000000- | 98804 | TIRES | 81957 | 11/21/2022 | 2,809.20 |
| | 1000-00-00000-140101-00000000- | 98878 | TIRES | 81957 | 11/21/2022 | 188.76 |
| | 1000-00-00000-140101-00000000- | 98947 | TIRES | 82165 | 11/30/2022 | 1,202.20 |
| | **Total Paid by Vendor** | | | | | **4,200.16** |
| PITNEY BOWES RESERVE ACCOUNT | 1000-19-00000-515400-00000000- | 44429470-111822 | FUNDS TO REPLENISH CITY RESERVE ACCT | 81959 | 11/21/2022 | 40,000.00 |
| | **Total Paid by Vendor** | | | | | **40,000.00** |
| POLL WORKER PAYMENTS | 1000-12-12100-515100-00000000- | AUGCOUNC0141. | REPLACES CK#79228 & CK#80819 - WRONG STREET NAME | 81960 | 11/22/2022 | 150.00 |
| | **Total Paid by Vendor** | | | | | **150.00** |
| PRICE LAW FIRM | 1000-41-41100-515340-00000000- | CASE #11184541 | | 81961 | 11/21/2022 | 75.00 |
| | **Total Paid by Vendor** | | | | | **75.00** |
| PRO ELECTRIC INC | 1000-14-14300-513010-00000000- | W43265 | 2023 BLANKET PO ELECTRICAL REPAIRS | 81962 | 11/21/2022 | 1,406.34 |
| | 1000-14-14300-513010-00000000- | W43263 | ADMIN. INSTALL TRUCK CHARGER | 82061 | 11/23/2022 | 1,144.51 |
| | 1000-14-14300-513010-00000000- | W43267 | 2023 BLANKET PO ELECTRICAL REPAIRS | 82061 | 11/23/2022 | 868.30 |
| | 1000-14-14300-513010-00000000- | W71601 | 2023 BLANKET PO -LIGHTING REPAIRS BALLFIELD | 82061 | 11/23/2022 | 412.50 |
| | 1000-53-53200-513010-00000000- | W43237 | RUN CONDUIT FOR CAMERA INSTALLATION GARAGE "O" | 82166 | 11/22/2022 | 6,148.20 |
| | 1000-14-14300-513010-00000000- | W14446 | 2023 BLANKET PO ELECTRICAL REPAIRS | 82166 | 11/30/2022 | 19,869.06 |
| | **Total Paid by Vendor** | | | | | **29,848.91** |
| PRO-AIR SERVICES INC | 1000-14-14300-513010-00000000- | 100186 | 2023 BLANKET PO HVAC REPAIRS | 82167 | 11/30/2022 | 8,904.20 |
| | 1000-14-14300-513010-00000000- | 100188 | 2023 BLANKET PO HVAC REPAIRS | 82167 | 11/30/2022 | 621.65 |
| | 1000-14-14300-513010-00000000- | 100189 | 2023 BLANKET PO HVAC REPAIRS | 82167 | 11/30/2022 | 340.20 |
| | 1000-14-14300-513010-00000000- | 100191 | 2023 BLANKET PO HVAC REPAIRS | 82167 | 11/30/2022 | 216.00 |
| | 1000-14-14300-513010-00000000- | 100192 | 2023 BLANKET PO HVAC REPAIRS | 82167 | 11/30/2022 | 1,381.73 |
| | 1000-14-14300-513010-00000000- | 100193 | MJPSC YORK CHILLER #1 & 2 P.M. | 82167 | 11/30/2022 | 2,737.09 |
| | **Total Paid by Vendor** | | | | | **14,200.87** |
| PROPST PROPERTIES LLC | 1000-53-53200-515700-PK1030XX- | UTIL-NOVEMBER-2022 | UTILITY REIMBURSEMENT BILLING (BLANKET PO) | 82168 | 11/22/2022 | 1,563.84 |
| | **Total Paid by Vendor** | | | | | **1,563.84** |
| REFUND PAYMENTS | 1000-00-00000-220450-00000000- | 52173 | REFUND OF PERFORMANCE BONDS-MAPLE RIDGE PHASE 4&5 | 81969 | 11/21/2022 | 182,055.60 |
| | 1000-00-00000-220450-00000000- | 57856 | REFUND OF PERFORMANCE BONDS-MAPLE RIDGE PHASE 4&5 | 81970 | 11/21/2022 | 275,106.24 |
| | 1000-51-00000-425103-00000000- | LOT 383 SP 1,2 | PROP TFR CANC BY OWNER LOT 383 SP 1,2 MAPLE HILL | 82063 | 11/23/2022 | 45.00 |
| | 1000-00-00000-130205-00000000- | 27809 REFUND | #27809 REFUND FOR OVER-PAYMENT OF PENALTIES | 82169 | 11/22/2022 | 54.15 |
| | 1000-00-00000-130205-00000000- | 47902 REFUND | #47902 REFUND FOR OVERPMT OF RT, 4TH QTER 2021 | 82171 | 11/22/2022 | 145.08 |
| | 1000-00-00000-130205-00000000- | 28588 REFUND | #28588 REFUND FOR OVERPMT OF PENALTIES | 82170 | 11/22/2022 | 113.87 |
| | 1000-00-00000-220450-00000000- | 76310 | REFUND OF PERF. BOND FOR BARNETT COMMERCIAL PARK | 82176 | 11/22/2022 | 68,000.00 |
| | 1000-00-00000-130205-00000000- | REFUND# 65206 | REFUND# 65206 FOR PENALTIES | 82172 | 11/29/2022 | 150.00 |
| | 1000-00-00000-130205-00000000- | REFUN# 45779 | REFUND# 45779-OVERPAYMENT OF SALES TAX | 82174 | 11/29/2022 | 228.21 |
| | 1000-12-00000-410100-00000000- | REFUND# 58822 | REFUND# 58822 OF BUSINESS LICENSE PRIVLEGE TAX | 82173 | 11/29/2022 | 156.66 |

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|---|---|---|---|---|---|---|
| | 1000-00-00000-130205-00000000- | REFUND# 58822 CONTAX | REFUND# 58822 OF CONSUMERS USE TAX | 82175 | 11/29/2022 | 4,267.53 |
| | **Total Paid by Vendor** | | | | | **530,322.34** |
| REGIONS BANK | 1000-00-00000-635000-TO000000- | DEBT 12/1/22 | DEBT SERVICE PAYMENT - 2013A & 2013B | 82106 | 11/29/2022 | 259,857.29 |
| | **Total Paid by Vendor** | | | | | **259,857.29** |
| REGIONS BANK | 1000-00-00000-210250-00000000- | 11/27 FSA MED/DEP | 221127 FSA MED/DEP CARE BI-WKLY PR WIRE | 82108 | 11/30/2022 | 2,686.26 |
| | 1000-00-00000-210260-00000000- | 11/27 FSA MED/DEP | 221127 FSA MED/DEP CARE BI-WKLY PR WIRE | 82108 | 11/30/2022 | 21,814.83 |
| | **Total Paid by Vendor** | | | | | **24,501.09** |
| REIMBURSEMENT PAYMENTS | 1000-53-53200-513010-PK1040XX- | GARAGE O 112922 | STOCKING & REFILLING TICKET MACHINES GARAGE O | 82177 | 11/29/2022 | 19,200.00 |
| | **Total Paid by Vendor** | | | | | **19,200.00** |
| ROCKET CITY RENTAL LLC | 1000-55-55300-513050-00000000- | 19008-1 | SMALL EQUIP RENT FOR S. MAINT (SANDERS) | 82067 | 11/28/2022 | 194.48 |
| | **Total Paid by Vendor** | | | | | **194.48** |
| RUSSELL SISK | 1000-30-30600-515370-00000000- | 0930COH2022 | POP 9/6-9/29 PAYMENT FOR OFFICIALS-ATHLETICS | 82010 | 11/22/2022 | 11,270.00 |
| | 1000-30-30600-515370-00000000- | 01101COH2022 | PAYMENT FOR OFFICIALS-ATHLETICS | 82010 | 11/22/2022 | 12,180.00 |
| | **Total Paid by Vendor** | | | | | **23,450.00** |
| S&S WORLDWIDE INC | 1000-30-30200-515340-00000000- | IN101098060 | REC & CONNECT EVENT OUTDOOR GAMES-COMMUNITY SERVI | 82070 | 11/22/2022 | 379.49 |
| | **Total Paid by Vendor** | | | | | **379.49** |
| SAC'S KITCHEN LLC | 1000-16-16100-515520-00000000- | THANKSGIVING LUNCH | CATERING SERVICES FOR THANKSGIVING LUNCHEON | 81979 | 11/21/2022 | 620.00 |
| | **Total Paid by Vendor** | | | | | **620.00** |
| SAFETY KLEEN SYSTEMS INC | 1000-15-15100-515340-00000000- | 89924921 | CLEANERS/SOLVENTS/DISPOSAL (BLANKET) | 82071 | 11/28/2022 | 176.90 |
| | 1000-15-15100-515340-00000000- | 90086398 | CLEANERS/SOLVENTS/DISPOSAL (BLANKET) | 82071 | 11/28/2022 | 269.68 |
| | 1000-15-15100-515340-00000000- | 90249971 | CLEANERS/SOLVENTS/DISPOSAL (BLANKET) | 82071 | 11/28/2022 | 120.00 |
| | 1000-15-15100-515340-00000000- | 89861721 | CLEANERS/SOLVENTS/DISPOSAL (BLANKET) | 82182 | 11/22/2022 | 2,497.75 |
| | **Total Paid by Vendor** | | | | | **3,064.33** |
| SCOTT LIGHTING SUPPLY CO | 1000-14-14300-513010-00000000- | 123849 | 2023 BLANKET PO- ELECTRICAL ITEMS | 81980 | 11/21/2022 | 52.50 |
| | 1000-14-14300-513010-00000000- | 123950 | 2023 BLANKET PO- ELECTRICAL ITEMS | 81980 | 11/21/2022 | 94.16 |
| | 1000-14-14300-513010-00000000- | 124022 | 2023 BLANKET PO- ELECTRICAL ITEMS | 82072 | 11/22/2022 | 8.70 |
| | 1000-14-14300-513010-00000000- | 124035 | 2023 BLANKET PO- ELECTRICAL ITEMS | 82072 | 11/22/2022 | 215.35 |
| | 1000-14-14300-513010-00000000- | 124073 | 2023 BLANKET PO- ELECTRICAL ITEMS | 82072 | 11/23/2022 | 173.00 |
| | 1000-14-14300-513010-00000000- | 124074 | 2023 BLANKET PO- ELECTRICAL ITEMS | 82072 | 11/23/2022 | 349.76 |
| | 1000-14-14300-513010-00000000- | 124075 | 2023 BLANKET PO- ELECTRICAL ITEMS | 82072 | 11/23/2022 | 81.84 |
| | **Total Paid by Vendor** | | | | | **975.31** |
| SHATTUCK PAINTING | 1000-14-14300-513010-00000000- | 6747 | 2023 BLANKET PO - PAINTING SERVICES | 82073 | 11/23/2022 | 1,118.25 |
| | **Total Paid by Vendor** | | | | | **1,118.25** |
| SHINERZ SHOWCAR PRODUCTS INC | 1000-42-42200-515130-00000000- | 82105 | TRUCK WASH CHEMICALS | 82074 | 11/22/2022 | 360.92 |
| | **Total Paid by Vendor** | | | | | **360.92** |
| SIGNS BY TOMORROW | 1000-51-00000-515340-00000000- | 289547 | NO PARKING ON GRASS SIGNS FOR MAPLE HILL | PCard | 11/23/2022 | 103.50 |
| | **Total Paid by Vendor** | | | | | **103.50** |
| SITEONE LANDSCAPE SUPPLY HOLDING LLC | 1000-52-52700-513010-00000000- | 125114069-001 | SUREGUARD PRE/POST EMERGENT FOR SOUTH MAINTENANCE | 82076 | 11/28/2022 | 1,169.00 |
| | 1000-52-52700-513010-00000000- | 125160576-001 | VARIOUS ITEMS FOR SOUTH (BLANKET PO) | 82076 | 11/28/2022 | 25.49 |
| | **Total Paid by Vendor** | | | | | **1,194.49** |
| SMALL CLAIMS COURT OF MADISON COUNTY | 1000-00-00000-210180-00000000- | 289341 | Payroll Run 1 - Warrant 221127 | 82204 | 11/29/2022 | 3,521.16 |
| | **Total Paid by Vendor** | | | | | **3,521.16** |
| SOUND SOURCE PRODUCTIONS INC | 1000-10-10200-515370-00000000- | INV-04585 | | 82077 | 11/28/2022 | 400.00 |
| | **Total Paid by Vendor** | | | | | **400.00** |
| SOUTHEASTERN TRUCK BODY & EQUIPMENT INC | 1000-52-52300-515340-00000000- | 28925 | TARP FOR TRUCK - SPORTS | 82078 | 11/22/2022 | 300.90 |
| | 1000-15-15100-513030-00000000- | 28822 | COM TX 112222/28822 | 82185 | 11/29/2022 | 585.00 |
| | 1000-15-15100-513030-00000000- | 28822 | COM TX 112222/28822 | 82185 | 11/29/2022 | 844.70 |
| | **Total Paid by Vendor** | | | | | **1,730.60** |
| SOUTHERN COMMUNICATIONS INC | 1000-17-17100-515070-00000000- | REG20220000112565 | FY23 BLANKET PO SOUTHERNLINC PTT COH | 81987 | 11/21/2022 | 4,923.74 |
| | **Total Paid by Vendor** | | | | | **4,923.74** |
| SOUTHERN LANDSCAPE & LAWN CARE INC | 1000-52-52100-515370-00000000- | 50-51215 | LAWN MAINTENANCE (BLANKET PO) | 82079 | 11/22/2022 | 9,348.33 |
| | **Total Paid by Vendor** | | | | | **9,348.33** |
| SOUTHLAND PRINTING CO INC | 1000-53-53100-520500-00000000- | 868307 | ROLLS OF PAPER FOR PAY STATIONS | 81988 | 11/21/2022 | 1,851.29 |
| | **Total Paid by Vendor** | | | | | **1,851.29** |
| SPHERION STAFFING LLC | 1000-16-16100-515370-00000000- | RL2801944 | SPHERION TEMPORARY EMPLOYEES (BLANKET) | 81989 | 11/21/2022 | 412.80 |
| | 1000-16-16100-515370-00000000- | RL2824749 | SPHERION TEMPORARY EMPLOYEES (BLANKET) | 81989 | 11/21/2022 | 137.60 |
| | 1000-52-52100-515370-00000000- | RL2817615 | LM - TEMPORARY TIME (1ST QUARTER) | 82080 | 11/23/2022 | 6,617.65 |
| | 1000-52-52100-515370-00000000- | RL2817616 | LM - TEMPORARY TIME (1ST QUARTER) | 82080 | 11/23/2022 | 5,969.50 |
| | 1000-52-52100-515370-00000000- | RL2817617 | LM - TEMPORARY TIME (1ST QUARTER) | 82080 | 11/23/2022 | 5,244.50 |
| | 1000-52-52100-515370-00000000- | RL2817807 | LM - TEMPORARY TIME (1ST QUARTER) | 82080 | 11/23/2022 | 471.69 |
| | 1000-52-52100-515370-00000000- | RL2818132 | LM - TEMPORARY TIME (1ST QUARTER) | 82080 | 11/23/2022 | 5,550.25 |

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|---|---|---|---|---|---|---|
| | 1000-52-52100-515370-00000000- | RL2818656 | LM - TEMPORARY TIME (1ST QUARTER) | 82080 | 11/23/2022 | 2,017.78 |
| | 1000-52-52100-515370-00000000- | RL2818812 | LM - TEMPORARY TIME (1ST QUARTER) | 82080 | 11/23/2022 | 510.12 |
| | 1000-52-52100-515370-00000000- | RL2818860 | LM - TEMPORARY TIME (1ST QUARTER) | 82080 | 11/23/2022 | 628.92 |
| | 1000-52-52100-515370-00000000- | RL2819082 | LM - TEMPORARY TIME (1ST QUARTER) | 82080 | 11/23/2022 | 1,257.84 |
| | 1000-52-52100-515370-00000000- | RL2823232 | LM - TEMPORARY TIME (1ST QUARTER) | 82080 | 11/23/2022 | 4,833.96 |
| | 1000-52-52100-515370-00000000- | RL2823234 | LM - TEMPORARY TIME (1ST QUARTER) | 82080 | 11/23/2022 | 5,534.49 |
| | 1000-52-52100-515370-00000000- | RL2823235 | LM - TEMPORARY TIME (1ST QUARTER) | 82080 | 11/23/2022 | 4,384.97 |
| | 1000-52-52100-515370-00000000- | RL2823421 | LM - TEMPORARY TIME (1ST QUARTER) | 82080 | 11/23/2022 | 628.92 |
| | 1000-52-52100-515370-00000000- | RL2823717 | LM - TEMPORARY TIME (1ST QUARTER) | 82080 | 11/23/2022 | 4,825.22 |
| | 1000-52-52100-515370-00000000- | RL2824176 | LM - TEMPORARY TIME (1ST QUARTER) | 82080 | 11/23/2022 | 1,546.11 |
| | 1000-52-52100-515370-00000000- | RL2824355 | LM - TEMPORARY TIME (1ST QUARTER) | 82080 | 11/23/2022 | 646.39 |
| | 1000-52-52100-515370-00000000- | RL2824563 | LM - TEMPORARY TIME (1ST QUARTER) | 82080 | 11/23/2022 | 1,336.46 |
| | 1000-53-53200-501010-00000000- | RL2830941 | BLANKET PO ,TEMPORARY STAFFING | 82186 | 11/22/2022 | 423.05 |
| | **Total Paid by Vendor** | | | | | **52,978.22** |
| STAPLES INC | 1000-15-15100-515340-00000000- | 3523028918 | 2739 JOHNSON RD/D WINTON/883-3723 | 81991 | 11/21/2022 | 254.82 |
| | 1000-73-73100-515340-00000000- | 3523547322 | 320 FOUNTAIN CIRCLE DANISHA LAMPLEY 256-427-5750 | 82081 | 11/22/2022 | 16.99 |
| | 1000-73-73100-515340-00000000- | 3523547323 | 320 FOUNTAIN CIRCLE DANISHA LAMPLEY 256-427-5750 | 82081 | 11/22/2022 | 14.69 |
| | 1000-55-55400-515340-00000000- | 3523547324 | Y.HOPSON/4209 E. SCHRIMSHER LN/256-650-4344 | 82081 | 11/22/2022 | 32.38 |
| | 1000-30-30100-515340-00000000- | 3523547327 | 2411 9TH AVE. SW, MADDIE V.  256-564-8026 | 82081 | 11/22/2022 | 17.99 |
| | 1000-42-42100-515340-00000000- | 3523547328 | OFFICE SUPPLIES WAREHOUSE | 82081 | 11/22/2022 | 94.38 |
| | 1000-15-15100-515340-00000000- | 3523547329 | 2739 JOHNSON RD/D.WINTON/256-883-3723 | 82081 | 11/22/2022 | 74.84 |
| | 1000-75-75100-515340-00000000- | 3523547336 | M.MILLS, 2100 CLINTON AVE., 256-427-5562 | 82081 | 11/22/2022 | 38.63 |
| | 1000-75-75100-515340-00000000- | 3523547337 | M.MILLS, 2100 CLINTON AVE., 256-427-5562 | 82081 | 11/22/2022 | 74.85 |
| | 1000-55-55100-515340-00000000- | 3523547338 | R. DOUGLAS/256-883-3949/4209 E. SCHRIMSHER LN | 82081 | 11/22/2022 | 46.74 |
| | 1000-55-55300-515340-00000000- | 3523547338 | R. DOUGLAS/256-883-3949/4209 E. SCHRIMSHER LN | 82081 | 11/22/2022 | 25.50 |
| | 1000-55-55400-515340-00000000- | 3523547338 | R. DOUGLAS/256-883-3949/4209 E. SCHRIMSHER LN | 82081 | 11/22/2022 | 93.41 |
| | 1000-42-42100-515340-00000000- | 3523547340 | WAREHOUSE OFFICE SUPPLIES | 82081 | 11/22/2022 | 220.37 |
| | 1000-53-53100-515340-00000000- | 3523547343 | KATHY DEANER 500B CHURCH ST 2ND FL 256-427-6806 | 82081 | 11/22/2022 | 98.00 |
| | 1000-55-55100-515340-00000000- | 3523547341 | Y.HOPSON/4209 E. SCHRIMSHER LANE/256-650-4344 | 82081 | 11/23/2022 | 215.83 |
| | 1000-55-55400-515340-00000000- | 3524042878 | R. DOUGLAS/256-883-3949/4209 E. SCHRIMSHER LN | 82081 | 11/28/2022 | 15.99 |
| | 1000-43-00000-515340-00000000- | 3524042885 | 815 WHEELER AVENUE / NETTA S. 256-427-7803 | 82081 | 11/28/2022 | 252.18 |
| | 1000-53-53100-515340-00000000- | 3523547344 | KATHY DEANER 500B CHURCH ST 2ND FL 256-427-6806 | 82081 | 11/28/2022 | 139.30 |
| | **Total Paid by Vendor** | | | | | **1,726.89** |
| STERICYCLE INC | 1000-50-00000-515340-00000000- | 1011950680 | (BLANKET PO) DISP. OF HAZARD SYRINGE NEEDLE TIPS | 82082 | 11/22/2022 | 97.23 |
| | **Total Paid by Vendor** | | | | | **97.23** |
| STRICKLAND COMPANIES | 1000-55-55100-515340-00000000- | HU921746-00 | COPY PAPER FOR MAINT OFFICE USE | 82083 | 11/28/2022 | 355.76 |
| | 1000-55-55400-515340-00000000- | HU921746-00 | COPY PAPER FOR MAINT OFFICE USE | 82083 | 11/28/2022 | 50.62 |
| | **Total Paid by Vendor** | | | | | **406.38** |
| TENNESSEE CAPTIONING LLC | 1000-10-10200-515370-00000000- | 3271 | | 82085 | 11/28/2022 | 1,890.00 |
| | **Total Paid by Vendor** | | | | | **1,890.00** |
| TENNESSEE CHILD SUPPORT ENFORCEMENT SYSTEM | 1000-00-00000-210180-00000000- | 289338 | Payroll Run 1 - Warrant 221127 | 82211 | 11/29/2022 | 503.99 |
| | **Total Paid by Vendor** | | | | | **503.99** |
| TENNESSEE VALLEY FENCE INC | 1000-14-14300-513010-00000000- | C-24584 | 2023 BLANKET PO GATE REPAIRS | 81993 | 11/21/2022 | 135.00 |
| | **Total Paid by Vendor** | | | | | **135.00** |
| THE LIOCE GROUP INC | 1000-17-17100-515250-00000000- | IN392101 | FY23 BLANKET PO COPIER SERVICES LIOCE GROUP COH | 82086 | 11/23/2022 | 74.59 |
| | 1000-41-41303-515340-00000000- | IN392272 | POLICE RECORDS ID MAINTENANCE KIT | 82187 | 11/30/2022 | 397.45 |
| | **Total Paid by Vendor** | | | | | **472.04** |
| THOMPSON TRACTOR COMPANY INC | 1000-51-00000-515340-00000000- | TR2265-002 | POP: 8/8-9/5/22 DINGO EQUIPEMENT RENTAL | 82188 | 11/30/2022 | 2,615.25 |
| | 1000-51-00000-515340-00000000- | TR2265-001 | DINGO EQUIPMENT RENTAL 8/8-9/5 | 82188 | 11/30/2022 | 2,706.79 |
| | 1000-51-00000-515340-00000000- | TR2265-0011 | REFUND AD VALOREM FEE & EPA ON INVOICE #TR2265-001 | 82188 | 11/30/2022 | (91.54) |
| | **Total Paid by Vendor** | | | | | **5,230.50** |
| TIMOTHY A WILLIS | 1000-43-00000-515370-00000000- | 3988 3RD SESSION | INST FOR D.D.C. A.D.D. CLASS 11/16/2022 | 82087 | 11/23/2022 | 105.00 |
| | **Total Paid by Vendor** | | | | | **105.00** |
| TK ELEVATOR CORPORATION | 1000-53-53200-513010-PK1051XX- | 5001849478 | ELEVATOR ENTRAPMENT REPORTED AT GARAGE "D" | 82189 | 11/30/2022 | 1,614.13 |
| | **Total Paid by Vendor** | | | | | **1,614.13** |
| TOM JEFFREYS SIGN AND BANNER | 1000-42-42100-515340-00000000- | 43509 | TINSEL TREE PRINTING | 82190 | 11/30/2022 | 450.00 |
| | **Total Paid by Vendor** | | | | | **450.00** |
| TOMMY FRIEND | 1000-16-16100-515520-00000000- | 11222022 | MUSIC SERVICES RENDERED-THANKSGIVING LUNCHEON | 82009 | 11/22/2022 | 350.00 |
| | **Total Paid by Vendor** | | | | | **350.00** |
| TRACTOR & EQUIPMENT CO | 1000-15-15100-513030-00000000- | W96904 | COM TX 112122/W96904 | 82191 | 11/29/2022 | 465.08 |
| | 1000-15-15100-513030-00000000- | W96904 | COM TX 112122/W96904 | 82191 | 11/29/2022 | 792.66 |
| | **Total Paid by Vendor** | | | | | **1,257.74** |

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|---|---|---|---|---|---|---|---|
| | TRAV-AD SIGNS INC | 1000-14-14300-513010-00000000- | 98213 | SHOWERS CENTER SIGN REPAIR | 82090 | 11/22/2022 | 1,785.99 |
| | | 1000-14-14300-513010-00000000- | 98538 | SHOWERS CENTER SIGN REPAIR | 82090 | 11/22/2022 | 75.00 |
| | | **Total Paid by Vendor** | | | | | **1,860.99** |
| | TURFGRASS OF TENNESSEE LLC | 1000-52-52600-513010-00000000- | 31491 | SOD PLANTED FOR NORTH MAINTENANCE | 82091 | 11/22/2022 | 4,149.60 |
| | | **Total Paid by Vendor** | | | | | **4,149.60** |
| | UNITED WAY OF MADISON COUNTY | 1000-00-00000-210190-00000000- | 289336 | Payroll Run 1 - Warrant 221127 | 82212 | 11/29/2022 | 490.10 |
| | | **Total Paid by Vendor** | | | | | **490.10** |
| | US DEPARTMENT OF THE TREASURY | 1000-00-00000-210180-00000000- | 289345 | Payroll Run 1 - Warrant 221127 | 82203 | 11/29/2022 | 269.78 |
| | | **Total Paid by Vendor** | | | | | **269.78** |
| | VALLEY EQUIPMENT RENTAL | 1000-52-52200-515340-00000000- | 79875 | AERATOR FOR SPORTS | 82096 | 11/22/2022 | 200.00 |
| | | 1000-55-55300-513050-00000000- | 73044 | POP: 7/14 - 11/18 | 82096 | 11/23/2022 | 2,425.00 |
| | | **Total Paid by Vendor** | | | | | **2,625.00** |
| | VAN VALKENBURGH PROPERTIES LLC | 1000-70-70200-515460-00000000- | DEC 2022 RENT | RENT FOR 620 PEARL AVE (BLANKET PO) | 82193 | 11/30/2022 | 3,500.00 |
| | | **Total Paid by Vendor** | | | | | **3,500.00** |
| | VISION SERVICE PLAN | 1000-00-00000-210150-00000000- | 816577602 | ACCT #30015389/3429037 NOVEMBER 2022 | 90000319 | 11/29/2022 | 22,078.00 |
| | | **Total Paid by Vendor** | | | | | **22,078.00** |
| | VITAL RECORDS HOLDINGS LLC | 1000-12-12200-515375-00000000- | 3041352 | VRC BLANKET PO FOR FY 2023 SECURE DEST TRANS STOR | 82097 | 11/22/2022 | 605.22 |
| | | **Total Paid by Vendor** | | | | | **605.22** |
| | WALTER VENERABLE | 1000-19-00000-515190-00000000- | CLAIM FY23-014 | SETTLEMENT OF CLAIM FY23-014 | 82099 | 11/28/2022 | 1,199.86 |
| | | **Total Paid by Vendor** | | | | | **1,199.86** |
| | WHOLESALE COMMERCIAL LAUNDRY EQUIPMENT SE LLC | 1000-14-14300-513010-00000000- | 37471 | 2023 BLANKET PO LAUNDRY REPAIRS | 82100 | 11/23/2022 | 361.00 |
| | | 1000-14-14300-513010-00000000- | 37571 | 2023 BLANKET PO LAUNDRY REPAIRS | 82101 | 11/23/2022 | 444.80 |
| | | **Total Paid by Vendor** | | | | | **805.80** |
| | WILMER & LEE PA | 1000-18-00000-515372-00000000- | 22548976 | BLANKET - OUTSIDE LEGAL SERVICES | 82102 | 11/28/2022 | 650.00 |
| | | **Total Paid by Vendor** | | | | | **650.00** |
| | WITTICHEN SUPPLY COMPANY INC | 1000-14-14300-513010-00000000- | S103369185.001 | 2023 BLANKET PO MISC. MATERIAL | 82104 | 11/28/2022 | 281.83 |
| | | 1000-14-14300-513010-00000000- | S103362391.001 | 2023 BLANKET PO MISC. MATERIAL | 82105 | 11/28/2022 | 1,166.09 |
| | | **Total Paid by Vendor** | | | | | **1,447.92** |
| | WOODY ANDERSON FORD INC | 1000-15-15100-513030-00000000- | 18916800 | COM TX 112122/18916800 | 82195 | 11/29/2022 | 135.00 |
| | | 1000-15-15100-513030-00000000- | 18916800 | COM TX 112122/18916800 | 82195 | 11/29/2022 | 163.00 |
| | | 1000-15-15100-513030-00000000- | 18916800 | COM TX 112122/18916800 | 82195 | 11/29/2022 | 163.80 |
| | | 1000-15-15100-513030-00000000- | 18916800 | COM TX 112122/18916800 | 82195 | 11/29/2022 | 189.00 |
| | | 1000-15-15100-513030-00000000- | 18916800 | COM TX 112122/18916800 | 82195 | 11/29/2022 | 1,547.54 |
| | | **Total Paid by Vendor** | | | | | **2,198.34** |
| | YARBROUGH PARTNERS LLC | 1000-70-70200-515460-00000000- | 72229 | RENT FOR 120 HOLMES AVE (BLANKET PO) | 82197 | 11/30/2022 | 4,163.29 |
| | | **Total Paid by Vendor** | | | | | **4,163.29** |
| | **Total by Fund 1000** | | | | | | **1,637,278.78** |
| 1005 | BEHAVIORAL HEALTH SYSTEMS INC | 1005-00-00000-517030-00000000- | 20221021 | 9/1/22-9/30/22 CLAIMS INVOICE BATCH 16-9 | 82019 | 11/29/2022 | 88,196.43 |
| | | **Total Paid by Vendor** | | | | | **88,196.43** |
| | BLUE CROSS AND BLUE SHIELD OF ALABAMA | 1005-00-00000-140200-00000000- | HEALTH CLMS 11/14-18 | 11/14/22-11/18/22 HEALTH CLAIMS | 90000307 | 11/21/2022 | (159,768.62) |
| | | 1005-00-00000-517010-00000000- | HEALTH CLMS 11/14-18 | 11/14/22-11/18/22 HEALTH CLAIMS | 90000307 | 11/21/2022 | 1,054.61 |
| | | 1005-00-00000-517010-00000000- | HEALTH CLMS 11/14-18 | 11/14/22-11/18/22 HEALTH CLAIMS | 90000307 | 11/21/2022 | 431,095.13 |
| | | 1005-00-00000-517015-00000000- | HEALTH CLMS 11/14-18 | 11/14/22-11/18/22 HEALTH CLAIMS | 90000307 | 11/21/2022 | 9.12 |
| | | 1005-00-00000-517015-00000000- | HEALTH CLMS 11/14-18 | 11/14/22-11/18/22 HEALTH CLAIMS | 90000307 | 11/21/2022 | 135,472.25 |
| | | 1005-00-00000-517025-00000000- | HEALTH CLMS 11/14-18 | 11/14/22-11/18/22 HEALTH CLAIMS | 90000307 | 11/21/2022 | 413.08 |
| | | 1005-00-00000-517020-00000000- | GROUP INV 12/1/22 | 12/01/22-12/31/22 | 90000308 | 11/21/2022 | 70,053.95 |
| | | 1005-00-00000-517010-00000000- | HEALTH CLMS 11/21-25 | 11/21/22-11/25/22 HEALTH CLAIMS | 90000315 | 11/28/2022 | 102.89 |
| | | 1005-00-00000-517010-00000000- | HEALTH CLMS 11/21-25 | 11/21/22-11/25/22 HEALTH CLAIMS | 90000315 | 11/28/2022 | 319,695.05 |
| | | 1005-00-00000-517015-00000000- | HEALTH CLMS 11/21-25 | 11/21/22-11/25/22 HEALTH CLAIMS | 90000315 | 11/28/2022 | 5.85 |
| | | 1005-00-00000-517015-00000000- | HEALTH CLMS 11/21-25 | 11/21/22-11/25/22 HEALTH CLAIMS | 90000315 | 11/28/2022 | 116,626.89 |
| | | 1005-00-00000-517025-00000000- | HEALTH CLMS 11/21-25 | 11/21/22-11/25/22 HEALTH CLAIMS | 90000315 | 11/28/2022 | 900.80 |
| | | 1005-00-00000-517010-00000000- | PBA846049448-THOMAS | COBRA PAYMENT 11/01/22 TO 12/01/22 GROUP 0029092 | 81877 | 11/22/2022 | 1,573.49 |
| | | **Total Paid by Vendor** | | | | | **917,234.49** |
| | PARTNERS MANAGING GENERAL UNDERWRITERS | 1005-00-00000-517040-00000000- | US1573349-102122 | CITY'S GROUP HEALTH REINSURANCE, NOV. 2022 | 90000318 | 11/28/2022 | 99,134.94 |
| | | **Total Paid by Vendor** | | | | | **99,134.94** |
| | **Total by Fund 1005** | | | | | | **1,104,565.86** |
| 1010 | ANDERS POOL CO INC | 1010-30-30403-515520-00000000- | 58063 | VACUUM SERVICE PLAN | 82118 | 11/29/2022 | 150.09 |
| | | 1010-30-30403-515520-00000000- | 58062 | POOL VACUUM FOR CLEANING | 82118 | 11/29/2022 | 4,999.91 |
| | | **Total Paid by Vendor** | | | | | **5,150.00** |
| | CDW GOVERNMENT INC | 1010-10-00000-515524-00000000- | DX57361 | CDW-G QUOTE #NBNJ193 FOR ADMINISTRATION HW | 81888 | 11/21/2022 | 9,970.00 |
| | | **Total Paid by Vendor** | | | | | **9,970.00** |
| | STAPLES INC | 1010-30-30403-515520-00000000- | 3523547335 | 2411 9TH AVE, 2ND FL, JERRY SHELTON, 256-564-8026 | 82081 | 11/22/2022 | 269.97 |

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| | | **Total Paid by Vendor** | | | | | **269.97** |
| | **Total by Fund 1010** | | | | | | **15,389.97** |
| 2000 | DUTCH OIL COMPANY INC | 2000-54-54D10-514010-PT504010- | CFN-18244 | FUELING TRANS DATED 111522 | 90000316 | 11/23/2022 | 874.53 |
| | | 2000-54-54M10-514010-PT504010- | CFN-18244 | FUELING TRANS DATED 111522 | 90000316 | 11/23/2022 | 1,989.67 |
| | | 2000-54-54D10-514010-PT504010- | CFN-18424 | FUELING TRANS DATED 111622 | 90000316 | 11/23/2022 | 761.19 |
| | | 2000-54-54M10-514010-PT504010- | CFN-18424 | FUELING TRANS DATED 111622 | 90000316 | 11/23/2022 | 2,188.98 |
| | | 2000-54-54D10-514010-PT504010- | CFN-18439 | FUELING TRANS DATED 111722 | 90000316 | 11/23/2022 | 952.33 |
| | | 2000-54-54M10-514010-PT504010- | CFN-18439 | FUELING TRANS DATED 111722 | 90000316 | 11/23/2022 | 2,042.84 |
| | | 2000-54-54D10-514010-PT504010- | CFN-18457 | FUELING TRANS DATED 111822 | 90000316 | 11/23/2022 | 570.45 |
| | | 2000-54-54M10-514010-PT504010- | CFN-18457 | FUELING TRANS DATED 111822 | 90000316 | 11/23/2022 | 2,113.97 |
| | | 2000-54-54D10-514010-PT504010- | CFN-18473 | FUELING TRANS DATED 111922 | 90000316 | 11/23/2022 | 351.80 |
| | | 2000-54-54M10-514010-PT504010- | CFN-18473 | FUELING TRANS DATED 111922 | 90000316 | 11/23/2022 | 1,237.35 |
| | | 2000-54-54D10-514010-PT504010- | CFN-18481 | FUELING TRANS DATED 112122 | 90000316 | 11/23/2022 | 691.82 |
| | | 2000-54-54M10-514010-PT504010- | CFN-18481 | FUELING TRANS DATED 112122 | 90000316 | 11/23/2022 | 2,263.07 |
| | | 2000-54-54D10-514010-PT504010- | CFN-18496 | FUELING TRANS DATED 112222 | PCard | 11/30/2022 | 662.47 |
| | | 2000-54-54M10-514010-PT504010- | CFN-18496 | FUELING TRANS DATED 112222 | PCard | 11/30/2022 | 2,044.22 |
| | | 2000-54-54160-514010-PT504010- | CFN-18511 | FUELING TRANS DATED 112322 | PCard | 11/30/2022 | 35.73 |
| | | 2000-54-54D10-514010-PT504010- | CFN-18511 | FUELING TRANS DATED 112322 | PCard | 11/30/2022 | 822.30 |
| | | 2000-54-54M10-514010-PT504010- | CFN-18511 | FUELING TRANS DATED 112322 | PCard | 11/30/2022 | 2,269.91 |
| | | 2000-54-54D10-514010-PT504010- | CFN-18542 | FUELING TRANS DATED 112522 | PCard | 11/30/2022 | 379.68 |
| | | 2000-54-54M10-514010-PT504010- | CFN-18542 | FUELING TRANS DATED 112522 | PCard | 11/30/2022 | 1,802.34 |
| | | 2000-54-54D10-514010-PT504010- | CFN-18547 | FUELING TRANS DATED 112622 | PCard | 11/30/2022 | 358.11 |
| | | 2000-54-54M10-514010-PT504010- | CFN-18547 | FUELING TRANS DATED 112622 | PCard | 11/30/2022 | 1,242.76 |
| | | 2000-54-54D10-514010-PT504010- | CFN-18557 | FUELING TRANS DATED 112822 | PCard | 11/30/2022 | 706.29 |
| | | 2000-54-54M10-514010-PT504010- | CFN-18557 | FUELING TRANS DATED 112822 | PCard | 11/30/2022 | 2,065.20 |
| | | **Total Paid by Vendor** | | | | | **28,427.01** |
| | MADISON COUNTY AUTO PARTS INC | 2000-54-54M41-513030-PT504990- | 240699 | GREASE, OIL AND LUBRICANTS (BLANKET PO) | 82049 | 11/23/2022 | 114.00 |
| | | 2000-54-54160-515340-PT504990- | 240700 | SUPPLIES FOR PUBLIC TRANSIT (BLANKET) | 82049 | 11/23/2022 | 730.38 |
| | | 2000-54-54D41-513030-PT503050- | 240394 | NAPA TRX DATE 111022 | 82049 | 11/23/2022 | 3.16 |
| | | 2000-54-54D41-513030-PT503050- | 240394 | NAPA TRX DATE 111022 | 82049 | 11/23/2022 | 3.60 |
| | | 2000-54-54D41-513030-PT503050- | 240394 | NAPA TRX DATE 111022 | 82049 | 11/23/2022 | 14.66 |
| | | 2000-54-54D41-513030-PT503050- | 240394 | NAPA TRX DATE 111022 | 82049 | 11/23/2022 | 25.17 |
| | | 2000-54-54D41-513030-PT503050- | 240394 | NAPA TRX DATE 111022 | 82049 | 11/23/2022 | 36.00 |
| | | 2000-54-54D41-513030-PT503050- | 240394 | NAPA TRX DATE 111022 | 82049 | 11/23/2022 | 244.76 |
| | | 2000-54-54M41-513030-PT503050- | 240394 | NAPA TRX DATE 111022 | 82049 | 11/23/2022 | 1.12 |
| | | 2000-54-54M41-513030-PT503050- | 240394 | NAPA TRX DATE 111022 | 82049 | 11/23/2022 | 1.14 |
| | | 2000-54-54M41-513030-PT503050- | 240394 | NAPA TRX DATE 111022 | 82049 | 11/23/2022 | 11.35 |
| | | 2000-54-54M41-513030-PT503050- | 240394 | NAPA TRX DATE 111022 | 82049 | 11/23/2022 | 12.19 |
| | | 2000-54-54M41-513030-PT503050- | 240394 | NAPA TRX DATE 111022 | 82049 | 11/23/2022 | 17.09 |
| | | 2000-54-54M41-513030-PT503050- | 240394 | NAPA TRX DATE 111022 | 82049 | 11/23/2022 | 17.66 |
| | | 2000-54-54M41-513030-PT503050- | 240394 | NAPA TRX DATE 111022 | 82049 | 11/23/2022 | 19.80 |
| | | 2000-54-54M41-513030-PT503050- | 240394 | NAPA TRX DATE 111022 | 82049 | 11/23/2022 | 35.47 |
| | | 2000-54-54M41-513030-PT503050- | 240394 | NAPA TRX DATE 111022 | 82049 | 11/23/2022 | 44.15 |
| | | 2000-54-54D41-513030-PT503050- | 240402 | NAPARETURNTRAN 111022 | 82049 | 11/23/2022 | (36.00) |
| | | 2000-54-54D41-513030-PT503050- | 240462 | NAPA TRX DATE 111422 | 82049 | 11/23/2022 | 8.68 |
| | | 2000-54-54D41-513030-PT503050- | 240462 | NAPA TRX DATE 111422 | 82049 | 11/23/2022 | 24.40 |
| | | 2000-54-54D41-513030-PT503050- | 240462 | NAPA TRX DATE 111422 | 82049 | 11/23/2022 | 36.56 |
| | | 2000-54-54D41-513030-PT503050- | 240462 | NAPA TRX DATE 111422 | 82049 | 11/23/2022 | 91.53 |
| | | 2000-54-54D41-513030-PT503050- | 240462 | NAPA TRX DATE 111422 | 82049 | 11/23/2022 | 95.86 |
| | | 2000-54-54M41-513030-PT503050- | 240462 | NAPA TRX DATE 111422 | 82049 | 11/23/2022 | 45.00 |
| | | 2000-54-54M41-513030-PT503050- | 240462 | NAPA TRX DATE 111422 | 82049 | 11/23/2022 | 55.68 |
| | | 2000-54-54M41-513030-PT503050- | 240462 | NAPA TRX DATE 111422 | 82049 | 11/23/2022 | 1,591.55 |
| | | 2000-54-54D41-513030-PT503050- | 240499 | NAPA TRX DATE 111522 | 82159 | 11/29/2022 | 3.60 |
| | | 2000-54-54D41-513030-PT503050- | 240499 | NAPA TRX DATE 111522 | 82159 | 11/29/2022 | 14.66 |
| | | 2000-54-54M41-513030-PT503050- | 240499 | NAPA TRX DATE 111522 | 82159 | 11/29/2022 | 160.45 |
| | | 2000-54-54D41-513030-PT503050- | 240557 | NAPA TRX DATE 111622 | 82159 | 11/29/2022 | 3.16 |
| | | 2000-54-54D41-513030-PT503050- | 240557 | NAPA TRX DATE 111622 | 82159 | 11/29/2022 | 3.60 |
| | | 2000-54-54M41-513030-PT503050- | 240557 | NAPA TRX DATE 111622 | 82159 | 11/29/2022 | 3.21 |
| | | 2000-54-54M41-513030-PT503050- | 240557 | NAPA TRX DATE 111622 | 82159 | 11/29/2022 | 6.84 |
| | | 2000-54-54M41-513030-PT503050- | 240557 | NAPA TRX DATE 111622 | 82159 | 11/29/2022 | 10.44 |
| | | 2000-54-54M41-513030-PT503050- | 240557 | NAPA TRX DATE 111622 | 82159 | 11/29/2022 | 16.22 |
| | | 2000-54-54M41-513030-PT503050- | 240557 | NAPA TRX DATE 111622 | 82159 | 11/29/2022 | 50.07 |

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|---|---|---|---|---|---|---|---|
| | | 2000-54-54M41-513030-PT503050- | 240557 | NAPA TRX DATE 111622 | 82159 | 11/29/2022 | 59.64 |
| | | 2000-54-54M41-513030-PT503050- | 240557 | NAPA TRX DATE 111622 | 82159 | 11/29/2022 | 77.78 |
| | | 2000-54-54M41-513030-PT503050- | 240557 | NAPA TRX DATE 111622 | 82159 | 11/29/2022 | 80.52 |
| | | 2000-54-54M41-513030-PT503050- | 240557 | NAPA TRX DATE 111622 | 82159 | 11/29/2022 | 85.00 |
| | | 2000-54-54M41-513030-PT503050- | 240557 | NAPA TRX DATE 111622 | 82159 | 11/29/2022 | 94.88 |
| | | 2000-54-54D41-513030-PT503050- | 240608 | NAPA TRX DATE 111722 | 82159 | 11/29/2022 | 3.16 |
| | | 2000-54-54D41-513030-PT503050- | 240608 | NAPA TRX DATE 111722 | 82159 | 11/29/2022 | 3.60 |
| | | 2000-54-54D41-513030-PT503050- | 240608 | NAPA TRX DATE 111722 | 82159 | 11/29/2022 | 18.26 |
| | | 2000-54-54D41-513030-PT503050- | 240608 | NAPA TRX DATE 111722 | 82159 | 11/29/2022 | 26.80 |
| | | 2000-54-54D41-513030-PT503050- | 240608 | NAPA TRX DATE 111722 | 82159 | 11/29/2022 | 66.42 |
| | | 2000-54-54D41-513030-PT503050- | 240608 | NAPA TRX DATE 111722 | 82159 | 11/29/2022 | 119.72 |
| | | 2000-54-54D41-513030-PT503050- | 240608 | NAPA TRX DATE 111722 | 82159 | 11/29/2022 | 424.18 |
| | | 2000-54-54M41-513030-PT503050- | 240608 | NAPA TRX DATE 111722 | 82159 | 11/29/2022 | 9.28 |
| | | 2000-54-54M41-513030-PT503050- | 240608 | NAPA TRX DATE 111722 | 82159 | 11/29/2022 | 11.35 |
| | | 2000-54-54M41-513030-PT503050- | 240608 | NAPA TRX DATE 111722 | 82159 | 11/29/2022 | 36.78 |
| | | 2000-54-54M41-513030-PT503050- | 240608 | NAPA TRX DATE 111722 | 82159 | 11/29/2022 | 42.90 |
| | | 2000-54-54M41-513030-PT503050- | 240608 | NAPA TRX DATE 111722 | 82159 | 11/29/2022 | 60.43 |
| | | 2000-54-54M41-513030-PT503050- | 240608 | NAPA TRX DATE 111722 | 82159 | 11/29/2022 | 77.64 |
| | | 2000-54-54M41-513030-PT503050- | 240608 | NAPA TRX DATE 111722 | 82159 | 11/29/2022 | 81.90 |
| | | 2000-54-54M41-513030-PT503050- | 240608 | NAPA TRX DATE 111722 | 82159 | 11/29/2022 | 141.11 |
| | | 2000-54-54M41-513030-PT503050- | 240608 | NAPA TRX DATE 111722 | 82159 | 11/29/2022 | 211.32 |
| | | 2000-54-54M41-513030-PT503050- | 240608 | NAPA TRX DATE 111722 | 82159 | 11/29/2022 | 360.52 |
| | | 2000-54-54D41-513030-PT503050- | 240687 | NAPA TRX DATE 112122 | 82159 | 11/29/2022 | 31.38 |
| | | 2000-54-54M41-513030-PT503050- | 240687 | NAPA TRX DATE 112122 | 82159 | 11/29/2022 | 1.14 |
| | | 2000-54-54M41-513030-PT503050- | 240687 | NAPA TRX DATE 112122 | 82159 | 11/29/2022 | 103.13 |
| | | 2000-54-54M41-513030-PT503050- | 240782 | NAPA TRX DATE 112322 | 82159 | 11/29/2022 | 9.28 |
| | | 2000-54-54M41-513030-PT503050- | 240782 | NAPA TRX DATE 112322 | 82159 | 11/29/2022 | 11.35 |
| | | 2000-54-54M41-513030-PT503050- | 240782 | NAPA TRX DATE 112322 | 82159 | 11/29/2022 | 36.78 |
| | | 2000-54-54M41-513030-PT503050- | 240782 | NAPA TRX DATE 112322 | 82159 | 11/29/2022 | 110.97 |
| | | 2000-54-54M41-513030-PT503050- | 240782 | NAPA TRX DATE 112322 | 82159 | 11/29/2022 | 111.14 |
| | | **Total Paid by Vendor** | | | | | **6,025.57** |
| | STAPLES INC | 2000-54-54160-515340-PT504990- | 3524042879 | KATHY DEANER 500B CHURCH ST 2ND FL 256-4276806 | 82081 | 11/28/2022 | 167.44 |
| | | **Total Paid by Vendor** | | | | | **167.44** |
| | **Total by Fund 2000** | | | | | | **34,620.02** |
| 2100 | ASHAKIRAN INC | 2100-70-70100-515340-PN200011-00137 | REQ8HESG21 | REIMBURSE EXPENSE REQUEST NO 8 | 82015 | 11/23/2022 | 3,321.70 |
| | | **Total Paid by Vendor** | | | | | **3,321.70** |
| | COMMUNITY ACTION PARTNERSHIP HUNTSVILLE/MADISON | 2100-70-70100-515520-PN200011-00137 | REQ8HESG21 | REIMBURSE EXPENSE REQUEST #8 | 82026 | 11/23/2022 | 15,132.77 |
| | | **Total Paid by Vendor** | | | | | **15,132.77** |
| | CRISIS SERVICES OF NORTH ALABAMA | 2100-70-70100-515340-PN200011-00137 | REQ8HESG21 | REIMBURSE EXPENSE REQUEST NO 8 | 82030 | 11/23/2022 | 2,329.71 |
| | | **Total Paid by Vendor** | | | | | **2,329.71** |
| | DIOCESE OF BIRMINGHAM IN ALABAMA | 2100-70-70100-515520-PN200011-00137 | REQ8HESG21 | REIMBURSE EXPENSE REQUEST NO 8 | 82031 | 11/23/2022 | 7,775.99 |
| | | **Total Paid by Vendor** | | | | | **7,775.99** |
| | FAMILY SERVICES CENTER INC | 2100-70-70100-515340-PN200011-00137 | REQ8HESG21 | REIMBURSE EXPENSE REQUEST NO 8 | 82032 | 11/23/2022 | 7,119.53 |
| | | **Total Paid by Vendor** | | | | | **7,119.53** |
| | FIRST STOP INC | 2100-70-70100-515370-PN200011-00137 | REQ8HESG21 | REIMBURSE EXPENSE REQUEST NO 8 | 82033 | 11/23/2022 | 12,979.28 |
| | | **Total Paid by Vendor** | | | | | **12,979.28** |
| | JAMES MONAGHAN | 2100-70-70300-523000-00000000-00149 | 5078 | REHAB RENOVATION @ 4710 GRIZZARD ROAD | 90000317 | 11/23/2022 | 10,690.00 |
| | | **Total Paid by Vendor** | | | | | **10,690.00** |
| | NEW FUTURES INC | 2100-70-70100-515340-PN200011-00137 | REQ8HESG21 | REIMBURSE EXPENSE REQUEST NO 8 | 82055 | 11/23/2022 | 6,049.84 |
| | | **Total Paid by Vendor** | | | | | **6,049.84** |
| | RIAH ROSE HOME FOR CHILDREN | 2100-70-70100-515340-PN200011-00137 | REQ8HESG21 | REIMBURSE EXPENSE REQUEST NO 8 | 82064 | 11/23/2022 | 992.05 |
| | | **Total Paid by Vendor** | | | | | **992.05** |
| | ROCKET CITY RENTAL LLC | 2100-70-70300-523000-00000000-00149 | 21121-3 | SMALL RENTAL EQUIPMENT FOR DMP PROJ (BLANKET PO) | 82180 | 11/30/2022 | 72.30 |
| | | **Total Paid by Vendor** | | | | | **72.30** |
| | STAPLES INC | 2100-70-70100-515340-PN200015- | 3523547333 | 120 HOLME AVE NE 2ND FLOOR 256 427 5057 GABRIEL | 82081 | 11/22/2022 | 292.83 |
| | | 2100-70-70100-515340-00000000-00149 | 3524042882 | 120 HOLMES AVE NE 2ND FLOOR 256-427-5057 GABRIEL | 82081 | 11/28/2022 | 467.54 |
| | | **Total Paid by Vendor** | | | | | **760.37** |
| | WILSON LUMBER COMPANY | 2100-70-70300-523000-00000000-00149 | 757554 | MATERIALS FOR DMP PROJECTS (BLANKET PO) | 82003 | 11/21/2022 | 347.46 |
| | | **Total Paid by Vendor** | | | | | **347.46** |
| | YARBROUGH PARTNERS LLC | 2100-70-70100-515460-00000000-00149 | 72229 | RENT FOR 120 HOLMES AVE (BLANKET PO) | 82197 | 11/30/2022 | 4,163.29 |
| | | 2100-70-70300-515460-00000000-00149 | 72229 | RENT FOR 120 HOLMES AVE (BLANKET PO) | 82197 | 11/30/2022 | 3,568.54 |
| | | **Total Paid by Vendor** | | | | | **7,731.83** |

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|---|---|---|---|---|---|---|---|
| | **Total by Fund 2100** | | | | | | **75,302.83** |
| 2101 | DIOCESE OF BIRMINGHAM IN ALABAMA | 2101-70-70100-515370-00000000-00139 | REQ3ERAP2ADMIN | REIMBURSE EXPENSE REQUEST NO 3 | 82138 | 11/30/2022 | 55,739.52 |
| | | **Total Paid by Vendor** | | | | | **55,739.52** |
| | **Total by Fund 2101** | | | | | | **55,739.52** |
| 2200 | CLOSING ATTORNEYS | 2200-70-00000-515520-C3100217- | DP-MCCAULEY1 | DOWNPAYMENT ASSISTANCE FOR FIRST TIME HOMEBUYER | 81891 | 11/21/2022 | 6,103.84 |
| | | **Total Paid by Vendor** | | | | | **6,103.84** |
| | COH COMMUNITY DEVELOPMENT | 2200-70-00000-515520-C0000001- | HOMEAD10/2022 | HOMEAD10/2022 | 81895 | 11/21/2022 | 8,810.52 |
| | | **Total Paid by Vendor** | | | | | **8,810.52** |
| | FAMILY SERVICES CENTER INC | 2200-70-00000-515520-C3100217- | DP-MCCAULEY2 | DOWNPAYMENT ASSISTANCE - HOUSING COUNSELING | 81913 | 11/21/2022 | 300.00 |
| | | **Total Paid by Vendor** | | | | | **300.00** |
| | **Total by Fund 2200** | | | | | | **15,214.36** |
| 2500 | CONSOLIDATED CONSTRUCTION | 2500-14-00000-521014-00000000- | APPL #4 LEGACY PARK | CONSTRUCTION SERVICES - LEGACY | 82132 | 11/30/2022 | 475,117.00 |
| | | **Total Paid by Vendor** | | | | | **475,117.00** |
| | **Total by Fund 2500** | | | | | | **475,117.00** |
| 3020 | ALABAMA CONCRETE INC | 3020-55-00000-516010-00000000- | 121678 | FY23 CONCRETE BLANKET MAINTENANCE(PICKUP) | 81861 | 11/21/2022 | 351.00 |
| | | 3020-55-00000-516010-00000000- | 121387 | FY23 CONCRETE BLANKET MAINTENANCE(PICKUP) | 81861 | 11/21/2022 | 114.00 |
| | | 3020-55-00000-516010-00000000- | 121679 | FY23 CONCRETE BLANKET MAINTENANCE(PICKUP) | 81861 | 11/21/2022 | 614.25 |
| | | 3020-55-00000-516010-00000000- | 121616 | FY23 CONCRETE BLANKET MAINTENANCE(PICKUP) | 81861 | 11/21/2022 | 585.00 |
| | | 3020-55-00000-516010-00000000- | 121471 | FY23 CONCRETE BLANKET MAINTENANCE(PICKUP) | 81861 | 11/21/2022 | 399.00 |
| | | 3020-55-00000-516010-00000000- | 121474 | FY23 CONCRETE BLANKET MAINTENANCE(PICKUP) | 81861 | 11/21/2022 | 712.50 |
| | | 3020-55-00000-516010-00000000- | 121615 | FY23 CONCRETE BLANKET MAINTENANCE(PICKUP) | 81861 | 11/21/2022 | 180.00 |
| | | 3020-55-00000-516010-00000000- | 121473 | FY23 CONCRETE BLANKET MAINTENANCE(PICKUP) | 81861 | 11/21/2022 | 114.00 |
| | | 3020-55-00000-516010-00000000- | 121677 | FY23 CONCRETE BLANKET MAINTENANCE(PICKUP) | 81861 | 11/21/2022 | 877.50 |
| | | 3020-55-00000-516040-00000000- | 121680 | FY23 CONCRETE PICK UP- PWS CONSTRUCTION (BLANKET) | 82011 | 11/28/2022 | 244.00 |
| | | 3020-55-00000-516040-00000000- | 121617 | FY23 CONCRETE PICK UP- PWS CONSTRUCTION (BLANKET) | 82011 | 11/28/2022 | 610.00 |
| | | 3020-55-00000-516010-00000000- | 121751 | FY23 CONCRETE BLANKET MAINTENANCE(PICKUP) | 82011 | 11/28/2022 | 610.00 |
| | | 3020-55-00000-516010-00000000- | 121819 | FY23 CONCRETE BLANKET MAINTENANCE(PICKUP) | 82011 | 11/28/2022 | 351.00 |
| | | 3020-55-00000-516010-00000000- | 121750 | FY23 CONCRETE BLANKET MAINTENANCE(PICKUP) | 82011 | 11/28/2022 | 234.00 |
| | | **Total Paid by Vendor** | | | | | **5,996.25** |
| | ALABAMA FLAG & BANNER | 3020-14-00000-523000-PR8405XX- | 338016 | 2023 BLANKET PO MATERIAL PURCHASES | 82113 | 11/29/2022 | 507.00 |
| | | 3020-14-00000-523000-PR8405XX- | 338015 | 2023 BLANKET PO MATERIAL PURCHASES | 82113 | 11/29/2022 | 3,325.44 |
| | | **Total Paid by Vendor** | | | | | **3,832.44** |
| | ALLIANCE SAND INCORPORATED - HUNTSVILLE PORT | 3020-55-00000-516010-00000000- | 22482 | SAND FOR SOUTH LOT MAINTENANCE | 82012 | 11/28/2022 | 365.36 |
| | | **Total Paid by Vendor** | | | | | **365.36** |
| | BRANDON SISK | 3020-14-00000-520600-PR8463XX- | 9002 | TREE REPLACEMENT/LANDSCAPE - MERRIMACK SOCC PH2 | 82124 | 11/29/2022 | 9,846.00 |
| | | 3020-14-00000-520600-PR8463XX- | 9003 | TREE REPLACEMENT - MERRIMACK SOCCER II | 82124 | 11/29/2022 | 1,937.50 |
| | | **Total Paid by Vendor** | | | | | **11,783.50** |
| | CROY ENGINEERING LLC | 3020-14-00000-521003-00000000- | 26337 | CONSTRUCTON ADMIN SERVICES- JHP VOLLEYBALL PLOT | 82136 | 11/30/2022 | 2,185.00 |
| | | **Total Paid by Vendor** | | | | | **2,185.00** |
| | GRAYBAR ELECTRIC COMPANY | 3020-75-00000-529000-00000000- | 9329512635 | ELECTRICAL ITEMS FOR PROJECT | 81919 | 11/21/2022 | 271.40 |
| | | **Total Paid by Vendor** | | | | | **271.40** |
| | GULF MATERIAL SALES LLC | 3020-75-00000-529000-00000000- | 23462 | BITUMEN | 82146 | 11/30/2022 | 1,881.00 |
| | | **Total Paid by Vendor** | | | | | **1,881.00** |
| | HUNTSVILLE UTILITIES | 3020-75-00000-529000-00000000- | 411010010113110922 | WOOD POLE FOR PROJECT | 82043 | 11/22/2022 | 1,241.89 |
| | | **Total Paid by Vendor** | | | | | **1,241.89** |
| | LEE BUILDERS INC | 3020-14-00000-523021-00000000- | 21045-10 | CONSTRUCTION SERVICES- JOE DAV | 82046 | 11/29/2022 | 1,972,315.43 |
| | | **Total Paid by Vendor** | | | | | **1,972,315.43** |
| | PCARD PAYMENTS | 3020-75-00000-529000-00000000- | 289538 | EMERGENCY ITEMS NEEDED FOR BEAVER DAM/PULASKI CONS | PCard | 11/21/2022 | 216.90 |
| | | **Total Paid by Vendor** | | | | | **216.90** |
| | PRECISION CONCRETE CUTTING | 3020-55-00000-516010-00000000- | 111522A | SIDEWALK REPAIR ADA STANDARD (SOLE SOURCE) | 82060 | 11/23/2022 | 150,000.00 |
| | | **Total Paid by Vendor** | | | | | **150,000.00** |
| | PRO ELECTRIC INC | 3020-14-00000-523000-GAR00001- | W43232 | GARAGE "B" STAIRWELL CONDUIT FOR CAMERA | 82166 | 11/22/2022 | 3,123.63 |
| | | **Total Paid by Vendor** | | | | | **3,123.63** |
| | PRO-AIR SERVICES INC | 3020-14-00000-513010-PR8610XX- | 100190 | PUBLIC WORKS ADMIN REPLACE DUCT HEATER 161588A | 82167 | 11/30/2022 | 216.00 |
| | | **Total Paid by Vendor** | | | | | **216.00** |
| | ROGERS GROUP INC | 3020-55-00000-516040-00000000- | 334919-116-1 | 2617 BONNIE OAKS DRAINAGE | 81977 | 11/21/2022 | 47,746.68 |
| | | 3020-55-00000-516010-00000000- | 0203001783 | FY23 ASPHALT BLANKET-MAINTENANCE | 81977 | 11/21/2022 | 1,300.65 |
| | | 3020-55-00000-516010-00000000- | 0203001799 | FY23 ASPHALT BLANKET-MAINTENANCE | 81977 | 11/21/2022 | 791.43 |
| | | 3020-55-00000-516010-00000000- | 0204001169 | FY23 ASPHALT BLANKET-MAINTENANCE | 81977 | 11/21/2022 | 6,922.77 |
| | | 3020-55-00000-516010-00000000- | 0209000445 | FY23 ASPHALT BLANKET-MAINTENANCE | 81977 | 11/21/2022 | 338.25 |
| | | 3020-55-00000-516010-00000000- | 0203001821 | FY23 ASPHALT BLANKET-MAINTENANCE | 82068 | 11/23/2022 | 13,155.91 |
| | | 3020-55-00000-516020-00000000- | APPL #6 RESURFACE | POP: 09/01-10/31/22RESURFACING OF RESIDENTIAL STR | 82068 | 11/29/2022 | 362,302.44 |

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|---|---|---|---|---|---|---|---|
| | | **Total Paid by Vendor** | | | | | **432,558.13** |
| | SITEONE LANDSCAPE SUPPLY HOLDING LLC | 3020-14-00000-521003-00000000- | 124747176-0012 | MAYOR'S TREE PLANTING - JHP (PROJECTS) | 82076 | 11/22/2022 | 18,605.00 |
| | | **Total Paid by Vendor** | | | | | **18,605.00** |
| | SJ&L GENERAL CONTRACTOR LLC | 3020-55-00000-516010-00000000- | 6947 | ASPHALT (ROGERS NOT MAKING 11/14/22) | 81985 | 11/21/2022 | 243.75 |
| | | **Total Paid by Vendor** | | | | | **243.75** |
| | TURFGRASS OF TENNESSEE LLC | 3020-14-00000-528005-00000000- | 31449 | TIFWAY BERMUDA- BRAHAN SPRING GREENWAY | 82091 | 11/22/2022 | 12,374.70 |
| | | **Total Paid by Vendor** | | | | | **12,374.70** |
| | VULCAN MATERIALS CO | 3020-55-00000-516010-00000000- | 51260092 | FY23 ROCK BLANKET-MAINTENANCE | 82098 | 11/22/2022 | 298.35 |
| | | 3020-55-00000-516010-00000000- | 51260094 | FY23 ROCK BLANKET-MAINTENANCE | 82098 | 11/22/2022 | 166.40 |
| | | 3020-55-00000-516040-00000000- | 51260090 | FY23 ROCK/STONE PWS CONSTRUCTION (BLANKET) | 82098 | 11/28/2022 | 11,490.25 |
| | | 3020-55-00000-516040-00000000- | 51260091 | FY23 ROCK/STONE PWS CONSTRUCTION (BLANKET) | 82098 | 11/28/2022 | 483.04 |
| | | 3020-55-00000-516040-00000000- | 51260093 | FY23 ROCK/STONE PWS CONSTRUCTION (BLANKET) | 82098 | 11/28/2022 | 667.81 |
| | | **Total Paid by Vendor** | | | | | **13,105.85** |
| | WOODY ANDERSON FORD INC | 3020-15-00000-520100-00000000- | 226361 | TRUCK FOR LANDSCAPE | 82007 | 11/21/2022 | 27,011.00 |
| | | 3020-15-00000-520100-00000000- | 226363 | SUV'S FOR HPD | 82007 | 11/21/2022 | 52,272.72 |
| | | 3020-15-00000-520100-00000000- | 226364 | SUV'S FOR HPD | 82007 | 11/21/2022 | 52,272.72 |
| | | 3020-15-00000-520100-00000000- | 226365 | SUV'S FOR HPD | 82007 | 11/21/2022 | 52,272.72 |
| | | 3020-15-00000-520100-00000000- | 226366 | SUV'S FOR HPD | 82007 | 11/21/2022 | 52,272.72 |
| | | 3020-15-00000-520100-00000000- | 226367 | SUV'S FOR HPD | 82007 | 11/21/2022 | 52,272.72 |
| | | 3020-15-00000-520100-00000000- | 226368 | SUV'S FOR HPD | 82007 | 11/21/2022 | 52,272.72 |
| | | 3020-15-00000-520100-00000000- | 226369 | F150'S FOR PUBLIC WORKS | 82007 | 11/21/2022 | 36,373.00 |
| | | **Total Paid by Vendor** | | | | | **377,020.32** |
| | **Total by Fund 3020** | | | | | | **3,007,336.55** |
| 3060 | HUNTSVILLE SPORTS COMMISSION | 3060-00-00000-610019-00000000- | 65 TENNIS CHAMPION | LODGING ITEM: 65 STATE TENNIS CHAMPIONSHIP 22-819 | 81928 | 11/21/2022 | 12,702.61 |
| | | 3060-00-00000-610019-00000000- | AHSAA VOLLEYBALL | LODGING ITEM: AHSAA REGIONAL VOLLEYBALL 22-819 | 81928 | 11/21/2022 | 85,593.50 |
| | | **Total Paid by Vendor** | | | | | **98,296.11** |
| | **Total by Fund 3060** | | | | | | **98,296.11** |
| 3080 | BARGE DESIGN SOLUTIONS INC | 3080-71-00000-527000-BUDGET01- | 205198 | POP: 8/27-10/28/22-FAGAN CREEK MITIGATION STUDY | 82017 | 11/29/2022 | 2,600.00 |
| | | **Total Paid by Vendor** | | | | | **2,600.00** |
| | CHAMBER OF COMMERCE OF HUNTSVILLE | 3080-71-00000-530000-BUDGET01- | 1980-10252022 | POP: FY22/FY23-VARIOUS ECONOMIC DEV ACTIVITIES | PCard | 11/29/2022 | 400,000.00 |
| | | **Total Paid by Vendor** | | | | | **400,000.00** |
| | OSBORN CONCRETE CUTTING | 3080-71-00000-526001-00000000- | 18935 | TIF 6 SEWER EXPANSION (BLANKET) | 90000313 | 11/21/2022 | 525.00 |
| | | **Total Paid by Vendor** | | | | | **525.00** |
| | RIPPLEWORX INC | 3080-71-00000-530000-00000000- | 1138 | ANNUAL SAAS FEE 10/1/22-9/30/23 | 82178 | 11/30/2022 | 20,000.00 |
| | | **Total Paid by Vendor** | | | | | **20,000.00** |
| | ROGERS GROUP INC | 3080-00-00000-220400-00000000- | APPL #4 CUMMINGS | 21504-PUBLIC PRKG LOT CUMMINGS RES PRK E-FINAL RET | 82068 | 11/23/2022 | 51,493.47 |
| | | 3080-71-00000-524028-00000000- | APPL #35 SR-255 | SR255 WIDENING & INTERCHANGE I | 82068 | 11/28/2022 | 823,566.07 |
| | | 3080-00-00000-220400-00000000- | 334919-119-2RET | 21252-OVERHILL DRAINAGE IMPROVEMENT-FINAL RET | 82068 | 11/28/2022 | 2,478.70 |
| | | 3080-00-00000-220400-00000000- | 386422-7-2RET | 21252-GOOSE RIDGE DRAINAGE-20220410 | 82068 | 11/28/2022 | 6,959.49 |
| | | 3080-00-00000-220400-00000000- | 334919-142-2RET | 21252-CHERRY TREE ROAD DRAINAGE-FINAL RET | 82068 | 11/29/2022 | 5,118.95 |
| | | 3080-71-00000-524000-BUDGET01- | APPL #11 GUNTERS WAY | GUNTER'S WAY | 82181 | 11/30/2022 | 506,849.75 |
| | | **Total Paid by Vendor** | | | | | **1,396,466.43** |
| | WILMER & LEE PA | 3080-71-00000-524022-00000000- | WINCH RD TRACT 20 | WINCHESTER RD DEMO TRACT 20 PRJ STPHV-DE-8556(601) | 82103 | 11/23/2022 | 4,867.00 |
| | | 3080-71-00000-524000-PR8114XX- | 22548927 | N. BYPASS PROJ st-045-000-015 BROOKS TRACT 2 | 82194 | 11/30/2022 | 2,397.50 |
| | | 3080-71-00000-524022-00000000- | 22548928 | WINCH RD DEMO PROJ STPHV-DEMO-A183 BLACK TRACT 2 | 82194 | 11/30/2022 | 7.50 |
| | | 3080-71-00000-524022-00000000- | 22548929 | WINCH RD PROJ STPHV-DE-8556(601) HESAM INC TRACT18 | 82194 | 11/30/2022 | 25.50 |
| | | 3080-71-00000-524022-00000000- | 22548930 | WINCH RD DEMO PRJ STPHV-DEMO-A183 SHIN TRACT 19 | 82194 | 11/30/2022 | 720.00 |
| | | 3080-71-00000-524022-00000000- | 22548931 | WINCH RD DEMO PRJ STPHV-DEMO-A183 VALENTINE TRCT20 | 82194 | 11/30/2022 | 270.00 |
| | | 3080-71-00000-524022-00000000- | 22548932 | WINCH RD DEMO PRJ STPHV-DEMO-A183 PALMER TRACT 34 | 82194 | 11/30/2022 | 363.00 |
| | | 3080-71-00000-524022-00000000- | 22548933 | WINCH RD DEMO PRJ STPHV-DEMO-A183 SANDERS TRACT 35 | 82194 | 11/30/2022 | 354.00 |
| | | **Total Paid by Vendor** | | | | | **9,004.50** |
| | **Total by Fund 3080** | | | | | | **1,828,595.93** |
| 3205 | B L HARBERT INTERNATIONAL LLC | 3205-71-00000-540100-TE1301XX- | PAY APP NO 7 | REDSTONE GATWAY PHASE 3 CM | 82147 | 11/30/2022 | 861.23 |
| | | 3205-71-00000-540100-TE1301XX- | PAY APP NO 7A | REDSTONE GATWAY PHASE 3 CM | 82147 | 11/30/2022 | 11,141.81 |
| | | **Total Paid by Vendor** | | | | | **12,003.04** |
| | **Total by Fund 3205** | | | | | | **12,003.04** |
| 3310 | HUNTSVILLE UTILITIES | 3310-71-00000-515550-00000000- | 311010010165-101022 | POP: 09/22 STREET LIGHTS/TRAFFIC LIGHTS (BLANKET) | 82152 | 11/29/2022 | 341,399.75 |
| | | 3310-71-00000-515550-00000000- | 311010010165-110922 | POP: 9/14-10/12 STREET LIGHTS/TRAFFIC LIGHTS | 82152 | 11/29/2022 | 338,672.61 |
| | | **Total Paid by Vendor** | | | | | **680,072.36** |
| | **Total by Fund 3310** | | | | | | **680,072.36** |
| 3430 | EXPRESS OIL CHANGE | 3430-41-00000-515520-00000000- | 00019-365860 | STAC VEHICLE REPAIR & MTNC BLANKET PO | 81912 | 11/21/2022 | 30.15 |

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|---|---|---|---|---|---|---|---|
| | | 3430-41-00000-515520-00000000- | 00019-366453 | STAC VEHICLE REPAIR & MTNC BLANKET PO | 82141 | 11/30/2022 | 48.99 |
| | | **Total Paid by Vendor** | | | | | **79.14** |
| | FLEET FUELING | 3430-41-00000-515520-00000000- | 85325905 | STAC MONTHLY FUEL CHARGES-BLANKET PO | 82142 | 11/22/2022 | 330.99 |
| | | **Total Paid by Vendor** | | | | | **330.99** |
| | REDEMPTION AUTOSPORTS & ACCESSORIES | 3430-41-00000-515520-00000000- | 78 | STAC VEHICLE REPAIR/MAINTENANCE BLANKET PO | 82062 | 11/23/2022 | 275.00 |
| | | 3430-41-00000-515520-00000000- | 79 | STAC VEHICLE REPAIR/MAINTENANCE BLANKET PO | 82062 | 11/23/2022 | 275.00 |
| | | **Total Paid by Vendor** | | | | | **550.00** |
| | SHALLOW CREEK KENNELS INC | 3430-41-00000-515520-00000000- | 22690-2 | STAC K9 REPLACEMENT | 81982 | 11/21/2022 | 900.00 |
| | | **Total Paid by Vendor** | | | | | **900.00** |
| | THE BATTERY STORE INC | 3430-41-00000-515520-00000000- | 294574 | STAC BATTERY REPLACEMENT - BLANKET PO | 82018 | 11/28/2022 | 125.00 |
| | | **Total Paid by Vendor** | | | | | **125.00** |
| | **Total by Fund 3430** | | | | | | **1,985.13** |
| 3900 | DUTCH OIL COMPANY INC | 3900-44-00000-514010-00000000- | CFN-18457 | FUELING TRANS DATED 111822 | 90000316 | 11/23/2022 | 33.22 |
| | | **Total Paid by Vendor** | | | | | **33.22** |
| | **Total by Fund 3900** | | | | | | **33.22** |
| 4012 | GRAYBAR ELECTRIC COMPANY | 4012-14-00000-527003-00000000- | 9329509299 | LOT LIGHTING/ LABOR EQUIPMENT - JOE DAVIS RENO | 82037 | 11/22/2022 | 37.00 |
| | | **Total Paid by Vendor** | | | | | **37.00** |
| | **Total by Fund 4012** | | | | | | **37.00** |
| 4013 | CONSOLIDATED CONSTRUCTION | 4013-14-00000-523023-PHASE002- | APPL #7 SANDRA MOON | CONSTRUCTION SERVICES- SANDRA | 82132 | 11/29/2022 | 761,926.60 |
| | | **Total Paid by Vendor** | | | | | **761,926.60** |
| | EMW CONSTRUCTION INC | 4013-14-00000-523043-00000000- | APPL #6 CAVALRY HILL | CONSTRUCTION SERVICES - CAVALR | 81908 | 11/21/2022 | 118,657.75 |
| | | **Total Paid by Vendor** | | | | | **118,657.75** |
| | KPS GROUP INC | 4013-14-00000-523023-PHASE002- | 21 SANDRA MOON PH 2 | ARCHITECTURAL SERVICES-SANDRA | 81938 | 11/21/2022 | 15,244.28 |
| | | **Total Paid by Vendor** | | | | | **15,244.28** |
| | SCHOEL ENGINEERING COMPANY INC | 4013-14-00000-521016-00000000- | 526252 | PERMIT-INSPECTION SERVICES- JHP KIDS SPACE | 82183 | 11/30/2022 | 450.00 |
| | | **Total Paid by Vendor** | | | | | **450.00** |
| | **Total by Fund 4013** | | | | | | **896,278.63** |
| 4015 | TURNER CONSTRUCTION COMPANY | 4015-14-00000-522010-00000000- | APPL #10 CITY HALL | CONSTRUCTION SERVICES-NEW CITY | 90000314 | 11/22/2022 | 2,446,873.74 |
| | | **Total Paid by Vendor** | | | | | **2,446,873.74** |
| | **Total by Fund 4015** | | | | | | **2,446,873.74** |
| 5000 | REGIONS BANK | 5000-00-00000-460100-00000000- | DEBT 12/1/22 | DEBT SERVICE PAYMENT - 2013A & 2013B | 82106 | 11/29/2022 | (53.71) |
| | | 5000-00-00000-602000-DE2013AX- | DEBT 12/1/22 | DEBT SERVICE PAYMENT - 2013A & 2013B | 82106 | 11/29/2022 | 6,786.00 |
| | | 5000-00-00000-602000-DE2013BX- | DEBT 12/1/22 | DEBT SERVICE PAYMENT - 2013A & 2013B | 82106 | 11/29/2022 | 253,125.00 |
| | | 5000-00-00000-631000-FROM0000- | DEBT 12/1/22 | DEBT SERVICE PAYMENT - 2013A & 2013B | 82106 | 11/29/2022 | (259,857.29) |
| | | **Total Paid by Vendor** | | | | | **0.00** |
| | **Total by Fund 5000** | | | | | | **0.00** |
| 6000 | ADEM SRF OPERATOR CERTIFICATION SECTION | 6000-76-76200-515790-00000000- | WW FEES-11/22/22 | WASTEWATER EXAM FEE FOR 8 EMPLOYEES | 82112 | 11/29/2022 | 2,600.00 |
| | | 6000-76-76200-515790-00000000- | WW EXAM C.SLOAN | WASTEWATER EXAM-C.SLOAN, 18133 | 82111 | 11/30/2022 | 325.00 |
| | | 6000-76-76200-515790-00000000- | WW CERT-J.MARSHAL | WASTEWATER CERT-J.MARSHALL, 11867 | 82110 | 11/30/2022 | 125.00 |
| | | **Total Paid by Vendor** | | | | | **3,050.00** |
| | ALL SHARPE INC | 6000-76-76110-513030-00000000- | 49757 | COM TX 112122/49757 | 82116 | 11/29/2022 | 80.00 |
| | | **Total Paid by Vendor** | | | | | **80.00** |
| | AT&T | 6000-76-76100-515070-00000000- | 256 535-6412-1122 | FY23 BLANKET PO ATT MAIN CENTREX FOR COH | 82016 | 11/28/2022 | 63.35 |
| | | **Total Paid by Vendor** | | | | | **63.35** |
| | BRENNTAG MID-SOUTH INC | 6000-76-76110-515060-00000000- | BMS284712 | PLANT 5/6 | 81880 | 11/21/2022 | 3,420.00 |
| | | 6000-76-76110-515060-00000000- | BMS288559 | PLANT 5/6 | 82125 | 11/29/2022 | 3,249.00 |
| | | **Total Paid by Vendor** | | | | | **6,669.00** |
| | CC LYNCH AND ASSOCIATES | 6000-00-00000-140100-00000000- | 222610 | INVENTORY (SOLE SOURCE) | 81887 | 11/21/2022 | 3,640.00 |
| | | 6000-76-76200-515340-00000000- | 222740 | COVANTA/CINTAS FLOW METERING (SOLE SOURCE) | 82022 | 11/22/2022 | 2,499.00 |
| | | **Total Paid by Vendor** | | | | | **6,139.00** |
| | CINTAS | 6000-76-76300-515340-00000000- | 4136910376 | LAUNDRY RENTAL NOVEMBER 2022 (BLANKET) | 82023 | 11/28/2022 | 41.57 |
| | | 6000-76-76300-515340-00000000- | 4137491131 | LAUNDRY RENTAL NOVEMBER 2022 (BLANKET) | 82023 | 11/28/2022 | 41.57 |
| | | 6000-76-76300-515340-00000000- | 4136707961 | LAUNDRY RENTAL NOVEMBER 2022 (BLANKET) | 82023 | 11/28/2022 | 15.03 |
| | | 6000-76-76300-515340-00000000- | 4137470810 | LAUNDRY RENTAL NOVEMBER 2022 (BLANKET) | 82023 | 11/28/2022 | 15.03 |
| | | 6000-76-76300-515340-00000000- | 4136910595 | LAUNDRY RENTAL NOVEMBER 2022 (BLANKET) | 82023 | 11/28/2022 | 25.25 |
| | | 6000-76-76300-515340-00000000- | 4137329333 | LAUNDRY RENTAL NOVEMBER 2022 (BLANKET) | 82023 | 11/28/2022 | 15.15 |
| | | 6000-76-76300-515340-00000000- | 4137491331 | LAUNDRY RENTAL NOVEMBER 2022 (BLANKET) | 82023 | 11/28/2022 | 25.25 |
| | | 6000-76-76300-515340-00000000- | 4137962051 | LAUNDRY RENTAL NOVEMBER 2022 (BLANKET) | 82023 | 11/28/2022 | 15.15 |
| | | 6000-76-76100-515670-00000000- | 4137020162 | WPC UNIFORMS NOVEMBER 2022 (BLANKET) | 82023 | 11/28/2022 | 19.94 |
| | | 6000-76-76100-515670-00000000- | 4136912457 | WPC UNIFORMS NOVEMBER 2022 (BLANKET) | 82023 | 11/28/2022 | 1,196.44 |
| | | 6000-76-76100-515670-00000000- | 4137492659 | WPC UNIFORMS NOVEMBER 2022 (BLANKET) | 82023 | 11/28/2022 | 1,011.76 |
| | | 6000-76-76100-515670-00000000- | 4137681213 | WPC UNIFORMS NOVEMBER 2022 (BLANKET) | 82023 | 11/28/2022 | 19.94 |

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|---|---|---|---|---|---|---|
| | 6000-76-76100-515670-00000000- | 4136708106 | WPC UNIFORMS NOVEMBER 2022 (BLANKET) | 82023 | 11/28/2022 | 71.27 |
| | 6000-76-76100-515670-00000000- | 4136910702 | WPC UNIFORMS NOVEMBER 2022 (BLANKET) | 82023 | 11/28/2022 | 73.77 |
| | 6000-76-76100-515670-00000000- | 4137329310 | WPC UNIFORMS NOVEMBER 2022 (BLANKET) | 82023 | 11/28/2022 | 70.02 |
| | 6000-76-76100-515670-00000000- | 4137344931 | WPC UNIFORMS NOVEMBER 2022 (BLANKET) | 82023 | 11/28/2022 | 31.50 |
| | 6000-76-76100-515670-00000000- | 4137962148 | WPC UNIFORMS NOVEMBER 2022 (BLANKET) | 82023 | 11/28/2022 | 70.02 |
| | 6000-76-76100-515670-00000000- | 4137491383 | WPC UNIFORMS NOVEMBER 2022 (BLANKET) | 82023 | 11/28/2022 | 73.77 |
| | 6000-76-76100-515670-00000000- | 4137471036 | WPC UNIFORMS NOVEMBER 2022 (BLANKET) | 82023 | 11/28/2022 | 71.27 |
| | 6000-76-76100-515670-00000000- | 4136600927 | WPC UNIFORMS NOVEMBER 2022 (BLANKET) | 82023 | 11/28/2022 | 70.02 |
| | 6000-76-76100-515670-00000000- | 4136616179 | WPC UNIFORMS NOVEMBER 2022 (BLANKET) | 82023 | 11/28/2022 | 31.50 |
| | **Total Paid by Vendor** | | | | | **3,005.22** |
| CORE & MAIN LP | 6000-00-00000-140100-00000000- | R933451 | INVENTORY | 82133 | 11/29/2022 | 1,890.94 |
| | 6000-00-00000-140100-00000000- | R941222 | INVENTORY | 82133 | 11/29/2022 | 714.30 |
| | **Total Paid by Vendor** | | | | | **2,605.24** |
| DATATEK USA INC | 6000-76-76200-515340-00000000- | 207577 | FOR PLANS & DOCUMENTS (BLANKET) | 81900 | 11/21/2022 | 400.00 |
| | **Total Paid by Vendor** | | | | | **400.00** |
| DELL MARKETING LP | 6000-76-76110-520200-00000000- | 10633594090 | QUOTE 3000136846635.1 WP-ANDREW MCKAY | 82137 | 11/29/2022 | 1,982.09 |
| | **Total Paid by Vendor** | | | | | **1,982.09** |
| DUTCH OIL COMPANY INC | 6000-00-00000-140100-00000000- | INV-191953 | WPC FUELING FACILITY | 90000310 | 11/21/2022 | 972.90 |
| | 6000-00-00000-140100-00000000- | INV-191946 | FOR STATIONARY TANKS/FUELING FACILITY (BLANKET) | 90000310 | 11/21/2022 | 8,254.60 |
| | 6000-76-76110-514010-00000000- | CFN-18244 | FUELING TRANS DATED 111522 | 90000316 | 11/23/2022 | 53.81 |
| | 6000-76-76110-514010-00000000- | CFN-18244 | FUELING TRANS DATED 111522 | 90000316 | 11/23/2022 | 57.20 |
| | 6000-76-76110-514010-00000000- | CFN-18424 | FUELING TRANS DATED 111622 | 90000316 | 11/23/2022 | 114.07 |
| | 6000-76-76110-514010-00000000- | CFN-18424 | FUELING TRANS DATED 111622 | 90000316 | 11/23/2022 | 439.92 |
| | 6000-76-76110-514010-00000000- | CFN-18439 | FUELING TRANS DATED 111722 | 90000316 | 11/23/2022 | 265.63 |
| | 6000-76-76110-514010-00000000- | CFN-18439 | FUELING TRANS DATED 111722 | 90000316 | 11/23/2022 | 292.26 |
| | 6000-76-76110-514010-00000000- | CFN-18457 | FUELING TRANS DATED 111822 | 90000316 | 11/23/2022 | 146.49 |
| | 6000-76-76110-514010-00000000- | CFN-18457 | FUELING TRANS DATED 111822 | 90000316 | 11/23/2022 | 520.55 |
| | 6000-76-76110-514010-00000000- | CFN-18481 | FUELING TRANS DATED 112122 | 90000316 | 11/23/2022 | 77.17 |
| | 6000-76-76110-514010-00000000- | CFN-18481 | FUELING TRANS DATED 112122 | 90000316 | 11/23/2022 | 300.16 |
| | 6000-76-76110-514010-00000000- | CFN-18496 | FUELING TRANS DATED 112222 | PCard | 11/30/2022 | 134.40 |
| | 6000-76-76110-514010-00000000- | CFN-18511 | FUELING TRANS DATED 112322 | PCard | 11/30/2022 | 75.51 |
| | 6000-76-76110-514010-00000000- | CFN-18511 | FUELING TRANS DATED 112322 | PCard | 11/30/2022 | 282.71 |
| | 6000-76-76110-514010-00000000- | CFN-18557 | FUELING TRANS DATED 112822 | PCard | 11/30/2022 | 74.12 |
| | 6000-76-76110-514010-00000000- | CFN-18557 | FUELING TRANS DATED 112822 | PCard | 11/30/2022 | 141.39 |
| | **Total Paid by Vendor** | | | | | **12,202.89** |
| EDDIE POSEY GARAGE LLC | 6000-76-76110-513030-00000000- | 34880 | R&M EQ #021705 | 82139 | 11/30/2022 | 2,791.47 |
| | 6000-76-76110-513030-00000000- | 34886 | R&M EQ #021784 | 82139 | 11/30/2022 | 2,183.27 |
| | 6000-76-76110-513030-00000000- | 34885 | R&M EQ #021706 | 82139 | 11/30/2022 | 1,936.45 |
| | **Total Paid by Vendor** | | | | | **6,911.19** |
| ESTES EQUIPMENT CO INC | 6000-76-76250-513040-00000000- | 202202066 | EMERGENCY FUEL SYSTEM REPAIRS (BLANKET) | 81910 | 11/21/2022 | 538.64 |
| | **Total Paid by Vendor** | | | | | **538.64** |
| GRAYBAR ELECTRIC COMPANY | 6000-76-00000-526000-00000000- | 9329789702 | OLD HWY 431 LS | 82145 | 11/30/2022 | 976.26 |
| | **Total Paid by Vendor** | | | | | **976.26** |
| HACH COMPANY | 6000-76-76200-515340-00000000- | 13333155 | LAB SUPPLIES (SOLE SOURCE) | 82038 | 11/22/2022 | 733.73 |
| | 6000-76-76200-515340-00000000- | 13333015 | LAB SUPPLIES (SOLE SOURCE) | 82038 | 11/22/2022 | 921.66 |
| | **Total Paid by Vendor** | | | | | **1,655.39** |
| HUMPHRIES FARM & TURF SUPPLY INC | 6000-00-00000-140100-00000000- | 29219 | INVENTORY | 82151 | 11/29/2022 | 749.00 |
| | **Total Paid by Vendor** | | | | | **749.00** |
| HUNTSVILLE FASTENER & SUPPLY INC | 6000-76-76200-513040-00000000- | 6047222 | FOR MAINTENANCE REPAIRS (BLANKET) | 81925 | 11/21/2022 | 64.50 |
| | 6000-76-76200-513040-00000000- | 6047018 | FOR MAINTENANCE REPAIRS (BLANKET) | 82042 | 11/22/2022 | 81.00 |
| | **Total Paid by Vendor** | | | | | **145.50** |
| HYDRA SERVICE INC | 6000-00-00000-140100-00000000- | 163692 | INVENTORY | 81930 | 11/21/2022 | 174.48 |
| | **Total Paid by Vendor** | | | | | **174.48** |
| INDUSTRIAL CONTRACTOR SUPPLY LLC | 6000-76-76200-515340-00000000- | 57205 | SAFETY ITEMS,POWER TOOLS/CONST (BLANKET) | 81931 | 11/21/2022 | 394.59 |
| | 6000-76-76200-515340-00000000- | 57245 | SAFETY ITEMS,POWER TOOLS/CONST (BLANKET) | 81931 | 11/21/2022 | 110.57 |
| | 6000-76-76200-515340-00000000- | 57357 | SAFETY ITEMS,POWER TOOLS/CONST (BLANKET) | 82044 | 11/22/2022 | 676.54 |
| | 6000-00-00000-140100-00000000- | 57328 | SAFETY/CONSTRUCTION MATERIALS (BLANKET) | 82044 | 11/22/2022 | 691.20 |
| | **Total Paid by Vendor** | | | | | **1,872.90** |
| IRBY ELECTRICAL DISTRIBUTOR | 6000-76-00000-526000-00000000- | S013001496.015 | PL5 ALL SCADA PANELS (SOLE SOURCE) | 82153 | 11/29/2022 | 4,583.58 |
| | **Total Paid by Vendor** | | | | | **4,583.58** |
| MADISON COUNTY AUTO PARTS INC | 6000-76-76110-513030-00000000- | 240535 | AUTO PARTS (BLANKET) | 82049 | 11/22/2022 | 388.70 |
| | 6000-76-76110-513030-00000000- | 240499 | NAPA TRX DATE 111522 | 82159 | 11/29/2022 | 24.67 |

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|---|---|---|---|---|---|---|---|
| | | 6000-76-76110-513030-00000000- | 240499 | NAPA TRX DATE 111522 | 82159 | 11/29/2022 | 72.01 |
| | | 6000-76-76110-513030-00000000- | 240499 | NAPA TRX DATE 111522 | 82159 | 11/29/2022 | 109.33 |
| | | 6000-76-76110-513030-00000000- | 240557 | NAPA TRX DATE 111622 | 82159 | 11/29/2022 | 7.67 |
| | | 6000-76-76110-513030-00000000- | 240557 | NAPA TRX DATE 111622 | 82159 | 11/29/2022 | 17.52 |
| | | 6000-76-76110-513030-00000000- | 240557 | NAPA TRX DATE 111622 | 82159 | 11/29/2022 | 25.18 |
| | | 6000-76-76110-513030-00000000- | 240557 | NAPA TRX DATE 111622 | 82159 | 11/29/2022 | 35.02 |
| | | 6000-76-76110-513030-00000000- | 240557 | NAPA TRX DATE 111622 | 82159 | 11/29/2022 | 52.45 |
| | | 6000-76-76110-513030-00000000- | 240557 | NAPA TRX DATE 111622 | 82159 | 11/29/2022 | 65.42 |
| | | 6000-76-76110-513030-00000000- | 240557 | NAPA TRX DATE 111622 | 82159 | 11/29/2022 | 65.86 |
| | | 6000-76-76110-513030-00000000- | 240557 | NAPA TRX DATE 111622 | 82159 | 11/29/2022 | 67.97 |
| | | 6000-76-76110-513030-00000000- | 240608 | NAPA TRX DATE 111722 | 82159 | 11/29/2022 | 4.30 |
| | | 6000-76-76110-513030-00000000- | 240687 | NAPA TRX DATE 112122 | 82159 | 11/29/2022 | 24.67 |
| | | 6000-76-76110-513030-00000000- | 240687 | NAPA TRX DATE 112122 | 82159 | 11/29/2022 | 72.01 |
| | | 6000-76-76110-513030-00000000- | 240687 | NAPA TRX DATE 112122 | 82159 | 11/29/2022 | 109.33 |
| | | **Total Paid by Vendor** | | | | | **1,142.11** |
| | MORROW WATER TECHNOLOGIES INC | 6000-76-00000-526000-00000000- | 3018240 | SPRING BRANCH P1A NORTH DIGESTER (SOLE SOURCE) | 82053 | 11/22/2022 | 309,036.00 |
| | | **Total Paid by Vendor** | | | | | **309,036.00** |
| | OSBORN CONCRETE CUTTING | 6000-76-76300-516030-00000000- | 18937 | POINT REPAIR (BLANKET) | 90000313 | 11/21/2022 | 350.00 |
| | | 6000-76-76300-516030-00000000- | 18958 | POINT REPAIR (BLANKET) | 90000313 | 11/21/2022 | 700.00 |
| | | 6000-76-76300-516030-00000000- | 18960 | POINT REPAIR (BLANKET) | 90000313 | 11/21/2022 | 525.00 |
| | | **Total Paid by Vendor** | | | | | **1,575.00** |
| | P & H SUPPLY CO INC | 6000-00-00000-140100-00000000- | 3434 | INVENTORY | 81954 | 11/21/2022 | 1,791.36 |
| | | 6000-00-00000-140100-00000000- | 3440 | INVENTORY | 81954 | 11/21/2022 | 694.00 |
| | | 6000-00-00000-140100-00000000- | 3451 | INVENTORY | 81954 | 11/21/2022 | 53.95 |
| | | **Total Paid by Vendor** | | | | | **2,539.31** |
| | PINE BLUFF MATERIALS CO LLC | 6000-76-76200-515340-00000000- | 198982 | FOR WWTP DRYING BEDS (BLANKET) | 81958 | 11/21/2022 | 2,971.00 |
| | | 6000-76-76200-515340-00000000- | 199377 | FOR WWTP DRYING BEDS (BLANKET) | 82058 | 11/22/2022 | 9,583.40 |
| | | **Total Paid by Vendor** | | | | | **12,554.40** |
| | RELIABILITY POINT LLC | 6000-76-76300-515340-00000000- | 17405 | TVI TRACTOR REPAIR (SOLE SOURCE) | 81971 | 11/21/2022 | 7,134.05 |
| | | **Total Paid by Vendor** | | | | | **7,134.05** |
| | RICHLAND INDUSTRIES LLC | 6000-76-00000-526000-00000000- | 61516 | PL1A PRE-AIR HANDRAILS | 82065 | 11/28/2022 | 11,063.17 |
| | | 6000-76-00000-526000-00000000- | 61517 | PL1A DIGESTER | 82065 | 11/28/2022 | 11,043.79 |
| | | **Total Paid by Vendor** | | | | | **22,106.96** |
| | RUBBER AND GASKET COMPANY OF AMERICA INC (RGA) | 6000-76-76200-513040-00000000- | K78726-001 | HOSE REPAIRS (BLANKET) | 82069 | 11/22/2022 | 158.71 |
| | | **Total Paid by Vendor** | | | | | **158.71** |
| | SUBURBAN PROPANE CO | 6000-76-76200-515340-00000000- | 7521-032962-110322 | FOR FORKLIFT IN MAINTENANCE (BLANKET) | 82084 | 11/22/2022 | 49.33 |
| | | **Total Paid by Vendor** | | | | | **49.33** |
| | TOWN OF TRIANA | 6000-76-76260-515700-00000000- | 355-102822 | UTILITIES BLANKET (OCT '22 - SEP '23) | 82088 | 11/22/2022 | 450.74 |
| | | **Total Paid by Vendor** | | | | | **450.74** |
| | TRACTOR & EQUIPMENT CO | 6000-76-76110-513030-00000000- | P66962 | MISC HEAVY EQUIPMENT PARTS (BLANKET) | 82089 | 11/22/2022 | 299.47 |
| | | 6000-76-76110-513030-00000000- | W35669 | R&M EQ #050438 (OFF ROAD) | 82192 | 11/22/2022 | 1,184.66 |
| | | **Total Paid by Vendor** | | | | | **1,484.13** |
| | UNIVAR USA | 6000-76-76110-515060-00000000- | 50709815 | WESTERN AREA-PLANT 4 | 82094 | 11/22/2022 | 14,411.80 |
| | | **Total Paid by Vendor** | | | | | **14,411.80** |
| | USDA APHIS WILDLIFE SERVICES | 6000-76-76300-516030-00000000- | 3004374329 | WILDLIFE REMOVAL | 82095 | 11/28/2022 | 523.90 |
| | | **Total Paid by Vendor** | | | | | **523.90** |
| | **Total by Fund 6000** | | | | | | **426,970.17** |
| 6020 | BOBBY MEEKS ENVIRONMENTAL SERVICES LLC | 6020-76-00000-526000-00000000- | 19037 | PS #2, #11, #6 & #60 WET WELL CLEAN OUT | 81878 | 11/21/2022 | 2,917.50 |
| | | 6020-76-00000-526000-00000000- | 18582 | PS #2, #11, #6 & #60 WET WELL CLEAN OUT | 81878 | 11/21/2022 | 585.00 |
| | | 6020-76-00000-526000-00000000- | 18585 | PS #2, #11, #6 & #60 WET WELL CLEAN OUT | 81878 | 11/21/2022 | 1,100.00 |
| | | 6020-76-00000-526000-00000000- | 18583 | PS #17, #43, #12, #85 WET WELL CLEAN OUT | 81878 | 11/21/2022 | 1,760.00 |
| | | 6020-76-00000-526000-00000000- | 18587 | PS #17, #43, #12, #85 WET WELL CLEAN OUT | 81878 | 11/21/2022 | 897.50 |
| | | 6020-76-00000-526000-00000000- | 18971 | PS #17, #43, #12, #85 WET WELL CLEAN OUT | 81878 | 11/21/2022 | 1,018.75 |
| | | 6020-76-00000-526000-00000000- | 19155 | PS #17, #43, #12, #85 WET WELL CLEAN OUT | 81878 | 11/21/2022 | 8,253.75 |
| | | 6020-76-00000-526000-00000000- | 18588 | PINEY CREEK PS, #49, #52 & #21 WET WELL CLEAN OUT | 81878 | 11/21/2022 | 1,760.00 |
| | | 6020-76-00000-526000-00000000- | 19026 | PINEY CREEK PS, #49, #52 & #21 WET WELL CLEAN OUT | 81878 | 11/21/2022 | 3,242.50 |
| | | 6020-76-00000-526000-00000000- | 19033 | PINEY CREEK PS, #49, #52 & #21 WET WELL CLEAN OUT | 81878 | 11/21/2022 | 2,510.00 |
| | | 6020-76-00000-526000-00000000- | 18970 | PS #71, #55, #57 & #41 WET WELL CLEAN OUT | 81878 | 11/21/2022 | 2,241.25 |
| | | 6020-76-00000-526000-00000000- | 19035 | PS #58, #48, #15 & #84 WET WELL CLEAN OUT | 81878 | 11/21/2022 | 2,510.00 |
| | | 6020-76-00000-526000-00000000- | 19036 | PS #58, #48, #15 & #84 WET WELL CLEAN OUT | 81878 | 11/21/2022 | 3,732.50 |
| | | 6020-76-00000-526000-00000000- | 19038 | PS #71, #55, #57 & #41 WET WELL CLEAN OUT | 81878 | 11/21/2022 | 1,491.25 |
| | | 6020-76-00000-526000-00000000- | 19039 | PS #71, #55, #57 & #41 WET WELL CLEAN OUT | 81878 | 11/21/2022 | 1,367.50 |

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|---|---|---|---|---|---|---|---|
| | | **Total Paid by Vendor** | | | | | **35,387.50** |
| | GARVER LLC | 6020-76-00000-526000-00000000- | 22W10220-2 | 2022 PROCESS IMPROVEMENTS ON-CALL ENG SVCS | 82034 | 11/22/2022 | 2,585.00 |
| | | **Total Paid by Vendor** | | | | | **2,585.00** |
| | GRAYBAR ELECTRIC COMPANY | 6020-76-00000-526000-00000000- | 9329776395 | PL5 SCADA | 82145 | 11/30/2022 | 2,962.50 |
| | | **Total Paid by Vendor** | | | | | **2,962.50** |
| | HYDRA SERVICE INC | 6020-76-00000-526000-00000000- | 163686 | BRAMBLEWOOD PS REPAIR (SOLE SOURCE) | 81930 | 11/21/2022 | 3,920.00 |
| | | **Total Paid by Vendor** | | | | | **3,920.00** |
| | RICHLAND INDUSTRIES LLC | 6020-76-00000-526000-00000000- | 61445 | PL4 MIXERS | 81974 | 11/21/2022 | 15,337.96 |
| | | **Total Paid by Vendor** | | | | | **15,337.96** |
| | **Total by Fund 6020** | | | | | | **60,192.96** |
| 6030 | CORE & MAIN LP | 6030-71-00000-526000-00000000- | R881515 | GREENBRIER | 82027 | 11/22/2022 | 55.52 |
| | | 6030-71-00000-526000-00000000- | R777644 | PULASKI PIKE GRAVITY SEWER IMPROVEMENTS | 82027 | 11/22/2022 | 4,552.00 |
| | | 6030-71-00000-526000-00000000- | R912727 | OLD 431/BERKLEY SS | 82133 | 11/29/2022 | 5,950.00 |
| | | **Total Paid by Vendor** | | | | | **10,557.52** |
| | COWIN EQUIPMENT CO INC | 6030-71-00000-526000-00000000- | RSA022275 28 | BOEING SANITARY SEWER (BLANKET) | 81898 | 11/21/2022 | 9,500.00 |
| | | 6030-71-00000-526000-00000000- | RSA025957 15 | BOEING SANITARY SEWER (BLANKET) | 81898 | 11/21/2022 | 8,900.00 |
| | | 6030-71-00000-526000-00000000- | RSA021962 29 | OLD 431/BERKLEY SS (BLANKET) | 82029 | 11/22/2022 | 4,450.00 |
| | | 6030-71-00000-526000-00000000- | RSA028688 1 | OLD 431/BERKLEY SS | 82029 | 11/22/2022 | 9,825.00 |
| | | **Total Paid by Vendor** | | | | | **32,675.00** |
| | GRAYBAR ELECTRIC COMPANY | 6030-71-00000-526000-00000000- | 9329789200 | HWY 431 LS | 82145 | 11/30/2022 | 4,596.66 |
| | | **Total Paid by Vendor** | | | | | **4,596.66** |
| | LAMBERT CONTRACTING | 6030-71-00000-526000-00000000- | 2022-18B#6 | TAYLOR RD PATCHING | 81939 | 11/21/2022 | 137,154.80 |
| | | **Total Paid by Vendor** | | | | | **137,154.80** |
| | UNITED SITE SERVICES OF MISSISSIPPI LLC | 6030-71-00000-526000-00000000- | INV-01183641 | BOEING GRAVITY LINE (BLANKET) | 82093 | 11/22/2022 | 90.00 |
| | | **Total Paid by Vendor** | | | | | **90.00** |
| | **Total by Fund 6030** | | | | | | **185,073.98** |
| 6050 | CORE & MAIN LP | 6050-76-00000-526000-00000000- | R927393 | WESTERN AREA WWTP | 82027 | 11/22/2022 | 4,269.58 |
| | | 6050-76-00000-526000-00000000- | R879589 | WESTERN AREA WWTP | 82027 | 11/22/2022 | 2,297.34 |
| | | **Total Paid by Vendor** | | | | | **6,566.92** |
| | ECO-TECH INC | 6050-76-00000-526000-00000000- | 222177 | WESTERN AREA WWTP (SOLE SOURCE) | 81905 | 11/21/2022 | 49,725.00 |
| | | 6050-76-00000-526000-00000000- | 222178 | WESTERN AREA WWTP (SOLE SOURCE) | 81905 | 11/21/2022 | 12,440.00 |
| | | **Total Paid by Vendor** | | | | | **62,165.00** |
| | GARVER LLC | 6050-76-00000-526000-00000000- | 18058130-2 | WESTERN WWTP EXPANSION ENG CONSTR ADMIN SVCS | 82034 | 11/22/2022 | 14,546.16 |
| | | **Total Paid by Vendor** | | | | | **14,546.16** |
| | **Total by Fund 6050** | | | | | | **83,278.08** |
| 6200 | DUTCH OIL COMPANY INC | 6200-55-55200-514010-00000000- | CFN-18244 | FUELING TRANS DATED 111522 | 90000316 | 11/23/2022 | 3,516.27 |
| | | 6200-55-55200-514010-00000000- | CFN-18424 | FUELING TRANS DATED 111622 | 90000316 | 11/23/2022 | 5,359.95 |
| | | 6200-55-55200-514010-00000000- | CFN-18439 | FUELING TRANS DATED 111722 | 90000316 | 11/23/2022 | 6,383.53 |
| | | 6200-55-55200-514010-00000000- | CFN-18481 | FUELING TRANS DATED 112122 | 90000316 | 11/23/2022 | 4,093.62 |
| | | 6200-55-55200-514010-00000000- | CFN-18496 | FUELING TRANS DATED 112222 | PCard | 11/30/2022 | 4,909.49 |
| | | 6200-55-55200-514010-00000000- | CFN-18511 | FUELING TRANS DATED 112322 | PCard | 11/30/2022 | 4,998.56 |
| | | 6200-55-55200-514010-00000000- | CFN-18542 | FUELING TRANS DATED 112522 | PCard | 11/30/2022 | 3,120.81 |
| | | 6200-55-55200-514010-00000000- | CFN-18557 | FUELING TRANS DATED 112822 | PCard | 11/30/2022 | 3,815.96 |
| | | **Total Paid by Vendor** | | | | | **36,198.19** |
| | INDUSTRIAL CONTRACTOR SUPPLY LLC | 6200-55-55200-515340-00000000- | 57359 | FY23 SANITATION BID ITEMS (BLANKET) | 82044 | 11/28/2022 | 54.08 |
| | | 6200-55-55200-515340-00000000- | 57360 | FY23 NON BID ITEMS FOR SANITATION (BLANKET) | 82044 | 11/28/2022 | 40.51 |
| | | **Total Paid by Vendor** | | | | | **94.59** |
| | KELLYS TIRE SERVICE | 6200-55-55200-513030-00000000- | 233920 | COM TX 112122/233920 | 82155 | 11/29/2022 | 70.00 |
| | | 6200-55-55200-513030-00000000- | 233920 | COM TX 112122/233920 | 82155 | 11/29/2022 | 228.00 |
| | | 6200-55-55200-513030-00000000- | 236272 | COM TX 112122/236272 | 82155 | 11/29/2022 | 95.00 |
| | | 6200-55-55200-513030-00000000- | 236273 | COM TX 112122/236273 | 82155 | 11/29/2022 | 90.00 |
| | | 6200-55-55200-513030-00000000- | 236275 | COM TX 112122/236275 | 82155 | 11/29/2022 | 95.00 |
| | | 6200-55-55200-513030-00000000- | 236276 | COM TX 112122/236276 | 82155 | 11/29/2022 | 35.00 |
| | | 6200-55-55200-513030-00000000- | 236374 | COM TX 112222/236374 | 82155 | 11/29/2022 | 70.00 |
| | | 6200-55-55200-513030-00000000- | 236374 | COM TX 112222/236374 | 82155 | 11/29/2022 | 180.00 |
| | | 6200-55-55200-513030-00000000- | 236375 | COM TX 112222/236375 | 82155 | 11/29/2022 | 35.00 |
| | | 6200-55-55200-513030-00000000- | 236375 | COM TX 112222/236375 | 82155 | 11/29/2022 | 60.00 |
| | | 6200-55-55200-513030-00000000- | 236376 | COM TX 112222/236376 | 82155 | 11/29/2022 | 95.00 |
| | | 6200-55-55200-513030-00000000- | 236377 | COM TX 112222/236377 | 82155 | 11/29/2022 | 60.00 |
| | | 6200-55-55200-513030-00000000- | 236378 | COM TX 112222/236378 | 82155 | 11/29/2022 | 35.00 |
| | | 6200-55-55200-513030-00000000- | 236379 | COM TX 112222/236379 | 82155 | 11/29/2022 | 60.00 |
| | | 6200-55-55200-513030-00000000- | 236380 | COM TX 112222/236380 | 82155 | 11/29/2022 | 60.00 |

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|---|---|---|---|---|---|---|---|
| | 6200-55-55200-513030-00000000- | 236381 | COM TX 112222/236381 | 82155 | 11/29/2022 | 120.00 |
| | 6200-55-55200-513030-00000000- | 236382 | COM TX 112222/236382 | 82155 | 11/29/2022 | 120.00 |
| | 6200-55-55200-513030-00000000- | 236383 | COM TX 112222/236383 | 82155 | 11/29/2022 | 70.00 |
| | 6200-55-55200-513030-00000000- | 236384 | COM TX 112222/236384 | 82155 | 11/29/2022 | 35.00 |
| | 6200-55-55200-513030-00000000- | 236385 | COM TX 112222/236385 | 82155 | 11/29/2022 | 30.00 |
| | 6200-55-55200-513030-00000000- | 236386 | COM TX 112222/236386 | 82155 | 11/29/2022 | 30.00 |
| | 6200-55-55200-513030-00000000- | 236387 | COM TX 112222/236387 | 82155 | 11/29/2022 | 120.00 |
| | 6200-55-55200-513030-00000000- | 236388 | COM TX 112222/236388 | 82155 | 11/29/2022 | 60.00 |
| | **Total Paid by Vendor** | | | | | **1,853.00** |
| MADISON COUNTY AUTO PARTS INC | 6200-55-55200-513030-00000000- | 240394 | NAPA TRX DATE 111022 | 82049 | 11/23/2022 | 1.98 |
| | 6200-55-55200-513030-00000000- | 240394 | NAPA TRX DATE 111022 | 82049 | 11/23/2022 | 2.80 |
| | 6200-55-55200-513030-00000000- | 240394 | NAPA TRX DATE 111022 | 82049 | 11/23/2022 | 3.16 |
| | 6200-55-55200-513030-00000000- | 240394 | NAPA TRX DATE 111022 | 82049 | 11/23/2022 | 9.06 |
| | 6200-55-55200-513030-00000000- | 240394 | NAPA TRX DATE 111022 | 82049 | 11/23/2022 | 11.58 |
| | 6200-55-55200-513030-00000000- | 240394 | NAPA TRX DATE 111022 | 82049 | 11/23/2022 | 13.83 |
| | 6200-55-55200-513030-00000000- | 240394 | NAPA TRX DATE 111022 | 82049 | 11/23/2022 | 14.43 |
| | 6200-55-55200-513030-00000000- | 240394 | NAPA TRX DATE 111022 | 82049 | 11/23/2022 | 19.24 |
| | 6200-55-55200-513030-00000000- | 240394 | NAPA TRX DATE 111022 | 82049 | 11/23/2022 | 20.48 |
| | 6200-55-55200-513030-00000000- | 240394 | NAPA TRX DATE 111022 | 82049 | 11/23/2022 | 21.50 |
| | 6200-55-55200-513030-00000000- | 240394 | NAPA TRX DATE 111022 | 82049 | 11/23/2022 | 22.01 |
| | 6200-55-55200-513030-00000000- | 240394 | NAPA TRX DATE 111022 | 82049 | 11/23/2022 | 22.55 |
| | 6200-55-55200-513030-00000000- | 240394 | NAPA TRX DATE 111022 | 82049 | 11/23/2022 | 23.41 |
| | 6200-55-55200-513030-00000000- | 240394 | NAPA TRX DATE 111022 | 82049 | 11/23/2022 | 26.06 |
| | 6200-55-55200-513030-00000000- | 240394 | NAPA TRX DATE 111022 | 82049 | 11/23/2022 | 30.91 |
| | 6200-55-55200-513030-00000000- | 240394 | NAPA TRX DATE 111022 | 82049 | 11/23/2022 | 31.97 |
| | 6200-55-55200-513030-00000000- | 240394 | NAPA TRX DATE 111022 | 82049 | 11/23/2022 | 35.06 |
| | 6200-55-55200-513030-00000000- | 240394 | NAPA TRX DATE 111022 | 82049 | 11/23/2022 | 41.22 |
| | 6200-55-55200-513030-00000000- | 240394 | NAPA TRX DATE 111022 | 82049 | 11/23/2022 | 56.29 |
| | 6200-55-55200-513030-00000000- | 240394 | NAPA TRX DATE 111022 | 82049 | 11/23/2022 | 60.43 |
| | 6200-55-55200-513030-00000000- | 240394 | NAPA TRX DATE 111022 | 82049 | 11/23/2022 | 60.70 |
| | 6200-55-55200-513030-00000000- | 240394 | NAPA TRX DATE 111022 | 82049 | 11/23/2022 | 84.96 |
| | 6200-55-55200-513030-00000000- | 240394 | NAPA TRX DATE 111022 | 82049 | 11/23/2022 | 85.01 |
| | 6200-55-55200-513030-00000000- | 240394 | NAPA TRX DATE 111022 | 82049 | 11/23/2022 | 88.28 |
| | 6200-55-55200-513030-00000000- | 240394 | NAPA TRX DATE 111022 | 82049 | 11/23/2022 | 121.16 |
| | 6200-55-55200-513030-00000000- | 240394 | NAPA TRX DATE 111022 | 82049 | 11/23/2022 | 122.08 |
| | 6200-55-55200-513030-00000000- | 240394 | NAPA TRX DATE 111022 | 82049 | 11/23/2022 | 160.45 |
| | 6200-55-55200-513030-00000000- | 240394 | NAPA TRX DATE 111022 | 82049 | 11/23/2022 | 210.32 |
| | 6200-55-55200-513030-00000000- | 240394 | NAPA TRX DATE 111022 | 82049 | 11/23/2022 | 211.90 |
| | 6200-55-55200-513030-00000000- | 240462 | NAPA TRX DATE 111422 | 82049 | 11/23/2022 | 1.99 |
| | 6200-55-55200-513030-00000000- | 240462 | NAPA TRX DATE 111422 | 82049 | 11/23/2022 | 2.38 |
| | 6200-55-55200-513030-00000000- | 240462 | NAPA TRX DATE 111422 | 82049 | 11/23/2022 | 7.01 |
| | 6200-55-55200-513030-00000000- | 240462 | NAPA TRX DATE 111422 | 82049 | 11/23/2022 | 14.22 |
| | 6200-55-55200-513030-00000000- | 240462 | NAPA TRX DATE 111422 | 82049 | 11/23/2022 | 14.92 |
| | 6200-55-55200-513030-00000000- | 240462 | NAPA TRX DATE 111422 | 82049 | 11/23/2022 | 19.86 |
| | 6200-55-55200-513030-00000000- | 240462 | NAPA TRX DATE 111422 | 82049 | 11/23/2022 | 26.06 |
| | 6200-55-55200-513030-00000000- | 240462 | NAPA TRX DATE 111422 | 82049 | 11/23/2022 | 35.49 |
| | 6200-55-55200-513030-00000000- | 240462 | NAPA TRX DATE 111422 | 82049 | 11/23/2022 | 43.93 |
| | 6200-55-55200-513030-00000000- | 240462 | NAPA TRX DATE 111422 | 82049 | 11/23/2022 | 45.00 |
| | 6200-55-55200-513030-00000000- | 240462 | NAPA TRX DATE 111422 | 82049 | 11/23/2022 | 117.82 |
| | 6200-55-55200-513030-00000000- | 240462 | NAPA TRX DATE 111422 | 82049 | 11/23/2022 | 120.46 |
| | 6200-55-55200-513030-00000000- | 240462 | NAPA TRX DATE 111422 | 82049 | 11/23/2022 | 126.15 |
| | 6200-55-55200-513030-00000000- | 240462 | NAPA TRX DATE 111422 | 82049 | 11/23/2022 | 127.94 |
| | 6200-55-55200-513030-00000000- | 240462 | NAPA TRX DATE 111422 | 82049 | 11/23/2022 | 134.98 |
| | 6200-55-55200-513030-00000000- | 240462 | NAPA TRX DATE 111422 | 82049 | 11/23/2022 | 141.65 |
| | 6200-55-55200-513030-00000000- | 240462 | NAPA TRX DATE 111422 | 82049 | 11/23/2022 | 142.84 |
| | 6200-55-55200-513030-00000000- | 240462 | NAPA TRX DATE 111422 | 82049 | 11/23/2022 | 161.97 |
| | 6200-55-55200-513030-00000000- | 240462 | NAPA TRX DATE 111422 | 82049 | 11/23/2022 | 172.95 |
| | 6200-55-55200-513030-00000000- | 240462 | NAPA TRX DATE 111422 | 82049 | 11/23/2022 | 190.85 |
| | 6200-55-55200-513030-00000000- | 240462 | NAPA TRX DATE 111422 | 82049 | 11/23/2022 | 226.81 |
| | 6200-55-55200-513030-00000000- | 240462 | NAPA TRX DATE 111422 | 82049 | 11/23/2022 | 230.48 |
| | 6200-55-55200-513030-00000000- | 240462 | NAPA TRX DATE 111422 | 82049 | 11/23/2022 | 252.23 |
| | 6200-55-55200-513030-00000000- | 240462 | NAPA TRX DATE 111422 | 82049 | 11/23/2022 | 262.36 |

| | | | | | |
|---|---|---|---|---|---|
| 6200-55-55200-513030-00000000- | 240462 | NAPA TRX DATE 111422 | 82049 | 11/23/2022 | 280.27 |
| 6200-55-55200-513030-00000000- | 240462 | NAPA TRX DATE 111422 | 82049 | 11/23/2022 | 630.98 |
| 6200-55-55200-513030-00000000- | 240462 | NAPA TRX DATE 111422 | 82049 | 11/23/2022 | 1,503.73 |
| 6200-55-55200-513030-00000000- | 240462 | NAPA TRX DATE 111422 | 82049 | 11/23/2022 | 3,764.48 |
| 6200-55-55200-513030-00000000- | 240499 | NAPA TRX DATE 111522 | 82159 | 11/29/2022 | 1.16 |
| 6200-55-55200-513030-00000000- | 240499 | NAPA TRX DATE 111522 | 82159 | 11/29/2022 | 1.72 |
| 6200-55-55200-513030-00000000- | 240499 | NAPA TRX DATE 111522 | 82159 | 11/29/2022 | 3.16 |
| 6200-55-55200-513030-00000000- | 240499 | NAPA TRX DATE 111522 | 82159 | 11/29/2022 | 10.62 |
| 6200-55-55200-513030-00000000- | 240499 | NAPA TRX DATE 111522 | 82159 | 11/29/2022 | 10.64 |
| 6200-55-55200-513030-00000000- | 240499 | NAPA TRX DATE 111522 | 82159 | 11/29/2022 | 12.14 |
| 6200-55-55200-513030-00000000- | 240499 | NAPA TRX DATE 111522 | 82159 | 11/29/2022 | 15.51 |
| 6200-55-55200-513030-00000000- | 240499 | NAPA TRX DATE 111522 | 82159 | 11/29/2022 | 15.92 |
| 6200-55-55200-513030-00000000- | 240499 | NAPA TRX DATE 111522 | 82159 | 11/29/2022 | 16.18 |
| 6200-55-55200-513030-00000000- | 240499 | NAPA TRX DATE 111522 | 82159 | 11/29/2022 | 39.44 |
| 6200-55-55200-513030-00000000- | 240499 | NAPA TRX DATE 111522 | 82159 | 11/29/2022 | 57.48 |
| 6200-55-55200-513030-00000000- | 240499 | NAPA TRX DATE 111522 | 82159 | 11/29/2022 | 69.04 |
| 6200-55-55200-513030-00000000- | 240499 | NAPA TRX DATE 111522 | 82159 | 11/29/2022 | 78.18 |
| 6200-55-55200-513030-00000000- | 240499 | NAPA TRX DATE 111522 | 82159 | 11/29/2022 | 161.31 |
| 6200-55-55200-513030-00000000- | 240499 | NAPA TRX DATE 111522 | 82159 | 11/29/2022 | 161.97 |
| 6200-55-55200-513030-00000000- | 240499 | NAPA TRX DATE 111522 | 82159 | 11/29/2022 | 249.99 |
| 6200-55-55200-514010-00000000- | 240499 | NAPA TRX DATE 111522 | 82159 | 11/29/2022 | 81.44 |
| 6200-55-55200-514010-00000000- | 240499 | NAPA TRX DATE 111522 | 82159 | 11/29/2022 | 87.66 |
| 6200-55-55200-514010-00000000- | 240499 | NAPA TRX DATE 111522 | 82159 | 11/29/2022 | 379.54 |
| 6200-55-55200-514010-00000000- | 240499 | NAPA TRX DATE 111522 | 82159 | 11/29/2022 | 395.34 |
| 6200-55-55200-513030-00000000- | 240557 | NAPA TRX DATE 111622 | 82159 | 11/29/2022 | 6.21 |
| 6200-55-55200-513030-00000000- | 240557 | NAPA TRX DATE 111622 | 82159 | 11/29/2022 | 6.84 |
| 6200-55-55200-513030-00000000- | 240557 | NAPA TRX DATE 111622 | 82159 | 11/29/2022 | 9.06 |
| 6200-55-55200-513030-00000000- | 240557 | NAPA TRX DATE 111622 | 82159 | 11/29/2022 | 19.24 |
| 6200-55-55200-513030-00000000- | 240557 | NAPA TRX DATE 111622 | 82159 | 11/29/2022 | 23.41 |
| 6200-55-55200-513030-00000000- | 240557 | NAPA TRX DATE 111622 | 82159 | 11/29/2022 | 39.41 |
| 6200-55-55200-513030-00000000- | 240557 | NAPA TRX DATE 111622 | 82159 | 11/29/2022 | 61.96 |
| 6200-55-55200-513030-00000000- | 240557 | NAPA TRX DATE 111622 | 82159 | 11/29/2022 | 91.06 |
| 6200-55-55200-513030-00000000- | 240608 | NAPA TRX DATE 111722 | 82159 | 11/29/2022 | 0.28 |
| 6200-55-55200-513030-00000000- | 240608 | NAPA TRX DATE 111722 | 82159 | 11/29/2022 | 2.00 |
| 6200-55-55200-513030-00000000- | 240608 | NAPA TRX DATE 111722 | 82159 | 11/29/2022 | 4.52 |
| 6200-55-55200-513030-00000000- | 240608 | NAPA TRX DATE 111722 | 82159 | 11/29/2022 | 7.86 |
| 6200-55-55200-513030-00000000- | 240608 | NAPA TRX DATE 111722 | 82159 | 11/29/2022 | 8.59 |
| 6200-55-55200-513030-00000000- | 240608 | NAPA TRX DATE 111722 | 82159 | 11/29/2022 | 11.14 |
| 6200-55-55200-513030-00000000- | 240608 | NAPA TRX DATE 111722 | 82159 | 11/29/2022 | 14.02 |
| 6200-55-55200-513030-00000000- | 240608 | NAPA TRX DATE 111722 | 82159 | 11/29/2022 | 14.22 |
| 6200-55-55200-513030-00000000- | 240608 | NAPA TRX DATE 111722 | 82159 | 11/29/2022 | 21.45 |
| 6200-55-55200-513030-00000000- | 240608 | NAPA TRX DATE 111722 | 82159 | 11/29/2022 | 21.87 |
| 6200-55-55200-513030-00000000- | 240608 | NAPA TRX DATE 111722 | 82159 | 11/29/2022 | 27.18 |
| 6200-55-55200-513030-00000000- | 240608 | NAPA TRX DATE 111722 | 82159 | 11/29/2022 | 29.82 |
| 6200-55-55200-513030-00000000- | 240608 | NAPA TRX DATE 111722 | 82159 | 11/29/2022 | 37.51 |
| 6200-55-55200-513030-00000000- | 240608 | NAPA TRX DATE 111722 | 82159 | 11/29/2022 | 41.22 |
| 6200-55-55200-513030-00000000- | 240608 | NAPA TRX DATE 111722 | 82159 | 11/29/2022 | 43.29 |
| 6200-55-55200-513030-00000000- | 240608 | NAPA TRX DATE 111722 | 82159 | 11/29/2022 | 44.19 |
| 6200-55-55200-513030-00000000- | 240608 | NAPA TRX DATE 111722 | 82159 | 11/29/2022 | 60.43 |
| 6200-55-55200-513030-00000000- | 240608 | NAPA TRX DATE 111722 | 82159 | 11/29/2022 | 62.15 |
| 6200-55-55200-513030-00000000- | 240608 | NAPA TRX DATE 111722 | 82159 | 11/29/2022 | 70.23 |
| 6200-55-55200-513030-00000000- | 240608 | NAPA TRX DATE 111722 | 82159 | 11/29/2022 | 73.17 |
| 6200-55-55200-513030-00000000- | 240608 | NAPA TRX DATE 111722 | 82159 | 11/29/2022 | 75.84 |
| 6200-55-55200-513030-00000000- | 240608 | NAPA TRX DATE 111722 | 82159 | 11/29/2022 | 76.73 |
| 6200-55-55200-513030-00000000- | 240608 | NAPA TRX DATE 111722 | 82159 | 11/29/2022 | 96.95 |
| 6200-55-55200-513030-00000000- | 240608 | NAPA TRX DATE 111722 | 82159 | 11/29/2022 | 113.56 |
| 6200-55-55200-513030-00000000- | 240608 | NAPA TRX DATE 111722 | 82159 | 11/29/2022 | 152.57 |
| 6200-55-55200-513030-00000000- | 240608 | NAPA TRX DATE 111722 | 82159 | 11/29/2022 | 229.21 |
| 6200-55-55200-513030-00000000- | 240687 | NAPA TRX DATE 112122 | 82159 | 11/29/2022 | 1.77 |
| 6200-55-55200-513030-00000000- | 240687 | NAPA TRX DATE 112122 | 82159 | 11/29/2022 | 14.22 |
| 6200-55-55200-513030-00000000- | 240687 | NAPA TRX DATE 112122 | 82159 | 11/29/2022 | 26.06 |
| 6200-55-55200-513030-00000000- | 240687 | NAPA TRX DATE 112122 | 82159 | 11/29/2022 | 37.31 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | | 6200-55-55200-513030-00000000- | 240687 | NAPA TRX DATE 112122 | 82159 | 11/29/2022 | 53.24 |
| | | 6200-55-55200-513030-00000000- | 240687 | NAPA TRX DATE 112122 | 82159 | 11/29/2022 | 71.33 |
| | | 6200-55-55200-513030-00000000- | 240687 | NAPA TRX DATE 112122 | 82159 | 11/29/2022 | 81.00 |
| | | 6200-55-55200-513030-00000000- | 240687 | NAPA TRX DATE 112122 | 82159 | 11/29/2022 | 161.97 |
| | | 6200-55-55200-513030-00000000- | 240687 | NAPA TRX DATE 112122 | 82159 | 11/29/2022 | 559.22 |
| | | 6200-55-55200-513030-00000000- | 240687 | NAPA TRX DATE 112122 | 82159 | 11/29/2022 | 809.37 |
| | | 6200-55-55200-513030-00000000- | 240692 | NAPARETURNTRAN 112122 | 82159 | 11/29/2022 | (81.00) |
| | | 6200-55-55200-513030-00000000- | 240782 | NAPA TRX DATE 112322 | 82159 | 11/29/2022 | 26.06 |
| | | 6200-55-55200-513030-00000000- | 240782 | NAPA TRX DATE 112322 | 82159 | 11/29/2022 | 30.91 |
| | | 6200-55-55200-513030-00000000- | 240782 | NAPA TRX DATE 112322 | 82159 | 11/29/2022 | 60.43 |
| | | 6200-55-55200-513030-00000000- | 240782 | NAPA TRX DATE 112322 | 82159 | 11/29/2022 | 160.45 |
| | | 6200-55-55200-513030-00000000- | 240782 | NAPA TRX DATE 112322 | 82159 | 11/29/2022 | 161.97 |
| | | **Total Paid by Vendor** | | | | | **16,032.58** |
| | MCGRIFF TIRE CO INC | 6200-55-55200-513030-00000000- | 4660045762 | COM TX 112222/4660045762 | 82160 | 11/29/2022 | 8.00 |
| | | 6200-55-55200-513030-00000000- | 4660045762 | COM TX 112222/4660045762 | 82160 | 11/29/2022 | 44.00 |
| | | 6200-55-55200-513030-00000000- | 4660045762 | COM TX 112222/4660045762 | 82160 | 11/29/2022 | 49.50 |
| | | 6200-55-55200-513030-00000000- | 4660045762 | COM TX 112222/4660045762 | 82160 | 11/29/2022 | 50.00 |
| | | 6200-55-55200-513030-00000000- | 4660045762 | COM TX 112222/4660045762 | 82160 | 11/29/2022 | 96.00 |
| | | **Total Paid by Vendor** | | | | | **247.50** |
| | STAPLES INC | 6200-55-55200-515340-00000000- | 3523547330 | A. WILSON/4205 E. SCHRIMSHER LN/256-883-3998 | 82081 | 11/22/2022 | 299.45 |
| | | **Total Paid by Vendor** | | | | | **299.45** |
| | **Total by Fund 6200** | | | | | | **54,725.31** |
| 6500 | HUNTSVILLE UTILITIES | 6500-53-53200-515700-PK1064XX- | 2210103911401122 | UTILITY USAGE FOR GARAGES (BLANKET) | 82152 | 11/29/2022 | 165.29 |
| | | **Total Paid by Vendor** | | | | | **165.29** |
| | **Total by Fund 6500** | | | | | | **165.29** |
| 7000 | BLUE CROSS AND BLUE SHIELD OF ALABAMA | 7000-16-00000-517010-00000000- | HEALTH CLMS 11/14-18 | 11/14/22-11/18/22 HEALTH CLAIMS | 90000307 | 11/21/2022 | 78,753.47 |
| | | 7000-16-00000-517015-00000000- | HEALTH CLMS 11/14-18 | 11/14/22-11/18/22 HEALTH CLAIMS | 90000307 | 11/21/2022 | 37,308.82 |
| | | 7000-16-00000-517025-00000000- | HEALTH CLMS 11/14-18 | 11/14/22-11/18/22 HEALTH CLAIMS | 90000307 | 11/21/2022 | 2,054.11 |
| | | 7000-16-00000-517020-00000000- | GROUP INV 12/1/22 | 12/01/22-12/31/22 | 90000308 | 11/21/2022 | 13,821.65 |
| | | 7000-16-00000-517010-00000000- | HEALTH CLMS 11/21-25 | 11/21/22-11/25/22 HEALTH CLAIMS | 90000315 | 11/28/2022 | 61,468.03 |
| | | 7000-16-00000-517015-00000000- | HEALTH CLMS 11/21-25 | 11/21/22-11/25/22 HEALTH CLAIMS | 90000315 | 11/28/2022 | 28,881.96 |
| | | 7000-16-00000-517025-00000000- | HEALTH CLMS 11/21-25 | 11/21/22-11/25/22 HEALTH CLAIMS | 90000315 | 11/28/2022 | 6.78 |
| | | **Total Paid by Vendor** | | | | | **222,294.82** |
| | PARTNERS MANAGING GENERAL UNDERWRITERS | 7000-16-00000-517040-00000000- | US1573349-102122 | CITY'S GROUP HEALTH REINSURANCE, NOV. 2022 | 90000318 | 11/28/2022 | 15,746.87 |
| | | **Total Paid by Vendor** | | | | | **15,746.87** |
| | **Total by Fund 7000** | | | | | | **238,041.69** |
| **Grand Total** | | | | | | | **13,433,187.53** |

| VENDOR | ACCOUNT | CK NUM | CK DATE | CK RUN | CK AMT | PAYEE |
|---|---|---|---|---|---|---|
| 1 CLAIM PAYMENTS | 0001-00-00000-110004-00000000- | 82099 | 11/29/2022 | 112922A | 1,199.86 | WALTER VENERABLE |
| | 0001-00-00000-110004-00000000- | 82020 | 11/29/2022 | 112922A | 1,280.51 | BRANDON WEST |
| | 0001-00-00000-110004-00000000- | 81935 | 11/22/2022 | 112222A | 1,741.32 | JOHNATHAN HOLBROOK |
| | 0001-00-00000-110004-00000000- | 81907 | 11/22/2022 | 112222A | 979.34 | ELENA MCCARLEY |
| | 0001-00-00000-110004-00000000- | 81909 | 11/22/2022 | 112222A | 945.35 | ERIC BONNETT JR |
| 2 REFUND PAYMENTS | 0001-00-00000-110004-00000000- | 82176 | 12/01/2022 | 120122A | 68,000.00 | RAMOS ROOFING CO. |
| | 0001-00-00000-110004-00000000- | 82175 | 12/01/2022 | 120122A | 4,267.53 | ENGENIX, INC |
| | 0001-00-00000-110004-00000000- | 82174 | 12/01/2022 | 120122A | 228.21 | ASSOCIATED PACKAGING INC |
| | 0001-00-00000-110004-00000000- | 82173 | 12/01/2022 | 120122A | 156.66 | ENGENIX, INC |
| | 0001-00-00000-110004-00000000- | 82172 | 12/01/2022 | 120122A | 150.00 | INDUS TECHNOLOGY, INC |
| | 0001-00-00000-110004-00000000- | 82171 | 12/01/2022 | 120122A | 145.08 | WATERLOGIC AMERICAS LLC |
| | 0001-00-00000-110004-00000000- | 82170 | 12/01/2022 | 120122A | 113.87 | THERAPY ACHIEVEMENTS LLC |
| | 0001-00-00000-110004-00000000- | 82169 | 12/01/2022 | 120122A | 54.15 | SEAMAN, SHINKUNAS, & LINDGREN, PC |
| | 0001-00-00000-110004-00000000- | 82063 | 11/29/2022 | 112922A | 45.00 | KAREN & JAMES BIGGER |
| | 0001-00-00000-110004-00000000- | 81970 | 11/22/2022 | 112222A | 275,106.24 | D.R. HORTON INC |
| | 0001-00-00000-110004-00000000- | 81969 | 11/22/2022 | 112222A | 182,055.60 | D.R. HORTON INC |
| | 0001-00-00000-110004-00000000- | 81968 | 11/22/2022 | 112222A | 6,333.67 | LUIGI ITALIAN GRILL |
| | 0001-00-00000-110004-00000000- | 81967 | 11/22/2022 | 112222A | 1,705.05 | DAVE & BUSTER'S OF ALABAMA, INC |
| | 0001-00-00000-110004-00000000- | 81966 | 11/22/2022 | 112222A | 13.50 | SOUTHEASTERN GEM INC. |
| 3 REIMBURSEMENT PAYMENTS | 0001-00-00000-110004-00000000- | 82177 | 11/22/2022 | 112222A | 19,200.00 | QUISHA BRYANT |

**PRJ 11/19/22 - 12/02/22**

| FUND | 0001 |
|---|---|

| Sum of JOURNAL AMOUNT | | | |
|---|---|---|---|
| **Row Labels** | **DT FUND** | **12/02/22** | **Grand Total** |
| **101000** | 1000 | $4,426,738.60 | $4,426,738.60 |
| **101005** | 1005 | ($1,047,699.42) | ($1,047,699.42) |
| **102000** | 2000 | $198,527.20 | $198,527.20 |
| **102100** | 2100 | $65,947.33 | $65,947.33 |
| **102101** | 2101 | $1,085.12 | $1,085.12 |
| **102500** | 2500 | $4,198.35 | $4,198.35 |
| **103900** | 3900 | $39,457.57 | $39,457.57 |
| **103910** | 3910 | $39,844.11 | $39,844.11 |
| **103930** | 3930 | $38,754.30 | $38,754.30 |
| **106000** | 6000 | $519,491.78 | $519,491.78 |
| **106200** | 6200 | $358,448.57 | $358,448.57 |
| **107100** | 7100 | ($24,501.09) | ($24,501.09) |
| **110004** | IONS | ($4,620,292.42) | ($4,620,292.42) |
| **Grand Total** | | **$0.00** | **$0.00** |

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** 2022-1078

**Department:** City Council

**Subject:** **Type of Action:** Nomination

Nomination to reappoint James Splawn to the Solid Waste Disposal Authority of the City of Huntsville, 1st Director (his current seat), for a four (4) year term to expire January 1, 2027.

Resolution No.

**Does this item need to be published?** **No**

If yes, please list preferred date(s) of publication: __N/A_____

**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:**
N/A

**RESOLUTION NO. 22 -**

RESOLUTION CONCERNING APPOINTMENT OF COMMITTEE
OR BOARD MEMBER BY THE CITY COUNCIL

**WHEREAS,** a vacancy exists, or will exist, on the Solid Waste Disposal Authority of the City of Huntsville, 1st Director, due to expiration of the term of James Splawn.

**NOW, THEREFORE, BE IT RESOLVED** that James Splawn is hereby reappointed to fill said vacancy, said appointment to become effective on January 1, 2023 and expiring on January 1, 2027.

**ADOPTED** this the 15th day of December, 2022.

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

**APPROVED** this the 15th day of December, 2022.

_____
Mayor of the City of Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 1/12/2023 **File ID:** 2022-1072

**Department:** City Council

**Subject:** **Type of Action:** Nomination

Nomination to reappoint James Ledbetter to the Solid Waste Disposal Authority of the City of Huntsville, 3rd Director (his current seat), for a four (4) year term to expire January 1, 2027.

Resolution No.

**Does this item need to be published?** **No**

If yes, please list preferred date(s) of publication: N/A_____

**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:**
N/A

**RESOLUTION NO. 22 -**

RESOLUTION CONCERNING APPOINTMENT OF COMMITTEE
OR BOARD MEMBER BY THE CITY COUNCIL

**WHEREAS,** a vacancy exists, or will exist, on the Solid Waste Disposal Authority of the City of Huntsville, 3rd Director, due to expiration of the term of James Ledbetter.

**NOW, THEREFORE, BE IT RESOLVED** that James Ledbetter is hereby reappointed to fill said vacancy, said appointment to become effective on January 1, 2023 and expiring on January 1, 2027.

**ADOPTED** this the 15th day of December, 2022.

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

**APPROVED** this the 15th day of December, 2022.

_____
Mayor of the City of Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** 2022-1100

**Department:** City Council

**Subject:** **Type of Action:** Nomination

Nomination to reappoint Katie Beasley to the Land Trust of North Alabama to her current seat for a two (2) year term to expire December 31, 2024.

Resolution No.

**Does this item need to be published?** **No**

If yes, please list preferred date(s) of publication: __N/A_____

**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:**

N/A

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** 2022-1101

**Department:** City Council

**Subject:** **Type of Action:** Nomination

Nomination to reappoint Abby Owens to the Advisory Commission on Accessibility, Seat 8 (her current seat), for a three (3) year term to expire January 10, 2026.

Resolution No.

**Does this item need to be published?** **No**

If yes, please list preferred date(s) of publication: __N/A_____

**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:**
N/A

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** 2022-1102

**Department:** City Council

**Subject:** **Type of Action:** Nomination

Nomination to appoint Traci Harris to the Madison County Department of Human Resources Board, Place 7, to fill a vacancy due to the resignation of Sharrise Gibson for the remainder of a vacant six (6) year term to expire August 1, 2027.

Resolution No.

**Does this item need to be published?** **No**

If yes, please list preferred date(s) of publication: ___N/A_____

**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:**

N/A

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** 2022-1103

**Department: City Attorney**

**Subject:** **Type of Action:** Approval/Action

Ordinance authorizing the vacation of a utility and drainage easement and a ingress-egress easement, Lots 1 & 2, Sunset on Green Mountain Phase 2 Subdivision.

Ordinance No.

**Finance Information:**

**Account Number:** NA

**City Cost Amount:** NA

**Total Cost:** NA

**Special Circumstances:**

**Grant Funded:** NA

**Grant Title - CFDA or granting Agency:** NA

**Resolution #:** NA

**Location:**

**Address:** Lots 1 & 2, Sunset on Green Mountain Phase 2 Subdivision
**District:** District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

**Additional Comments:**

This item will need to be published after approval by City Council.

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** TMP-2378

**Department: City Attorney**

**Subject:** **Type of Action:** Approval/Action

Ordinance authorizing the vacation of a utility and drainage easement and a ingress-egress easement, Lots 1 & 2, Sunset on Green Mountain Phase 2 Subdivision.

Ordinance No.

**Finance Information:**

**Account Number:** NA

**City Cost Amount:** NA

**Total Cost:** NA

**Special Circumstances:**

**Grant Funded:** NA

**Grant Title - CFDA or granting Agency:** NA

**Resolution #:** NA

**Location:**

**Address:** Lots 1 & 2, Sunset on Green Mountain Phase 2 Subdivision
**District:** District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

**Additional Comments:**

This item will need to be published after approval by City Council.

**ORDINANCE NO. 22-_____**

**BE IT ORDAINED** by the City Council of the City of Huntsville, Alabama, as follows:

**Section 1**. The City Council of the City of Huntsville, Alabama, finds that an application has been presented to the City of Huntsville requesting the vacation of a utility and drainage easement and an ingress-egress easement; that the applicant has represented to the City of Huntsville that **Woodland Homes of Huntsville, Inc.,** is the owner of the property across which said easements lie; that said easements, or the portions being vacated, are not presently used and are no longer needed for a public or municipal purpose.

**Section 2**. Pursuant to the findings in Section 1 hereinabove, the Mayor of the City of Huntsville, Alabama, is hereby authorized, requested and directed to execute a quitclaim deed vacating the easements hereinafter described, said deed being substantially in words and figures as follows, to-wit:

**STATE OF ALABAMA**
**COUNTY OF MADISON**

# QUIT CLAIM DEED

**KNOW ALL MEN BY THESE PRESENT**, that the undersigned **CITY OF HUNTSVILLE**, an Alabama Municipal corporation, hereinafter referred to as Grantor, in consideration of the sum of Ten Dollars ($10.00) in hand paid by **WOODLAND HOMES OF HUNTSVILLE, INC.**, an Alabama corporation, hereinafter referred to as Grantee, and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, does hereby remise, release, quitclaim, and convey unto the Grantee, all of the Grantor's right, title, interest and claim in and to the following described real estate situated in the City of Huntsville, County of Madison, State of Alabama, to-wit:

A PUBLIC UTILITY AND DRAINAGE EASEMENT (P.U.D.E.) more particularly described as:

A LOT OR PARCEL OF LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10 OF TOWNSHIP 5 SOUTH, RANGE 1 EAST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2 INCH IRON PIN LYING ON THE WEST RIGHT-OF-WAY MARGIN OF WILLOW DRIVE (PUBLIC ROW VARIES) AND ALSO MARKING THE NORTHEAST CORNER OF LOT 1A, OF THE FINAL PLAT OF SUNSET ON GREEN MOUNTAIN PHASE 2, AS RECORDED IN PLAT BOOK 2022 PAGE 359 IN THE OFFICE OF THE JUDGE PROBATE OF MADISON COUNTY, ALABAMA, AND BEING FURTHER DESCRIBED AS HAVING ALABAMA STATE PLANE COORDINATES (EAST ZONE, NAD 83) OF N: 1,499,880.72' E: 450,437.79'; THENCE, LEAVING SAID MARGIN, NORTH 89 DEGREES 36 MINUTES 10 SECONDS WEST, 18.52 FEET TO A POINT; THENCE SOUTH 00 DEGREES 23 MINUTES 50 SECONDS WEST, 5.00 FEET TO THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING, SOUTH 79 DEGREES 27 MINUTES 00 SECONDS WEST, 12.76 FEET TO A POINT; THENCE SOUTH 16 DEGREES 43 MINUTES 48 SECONDS EAST, 18.21 FEET TO A POINT' THENCE NORTH 89 DEGREES 29 MINUTES 27 SECONDS WEST, 34.57 FEET TO A POINT; THENCE SOUTH 00 DEGREES 26 MINUTES 05 SECONDS EAST, 84.67 FEET TO A POINT; THENCE NORTH 89 DEGREES 36 MINUTES 54 SECONDS WEST, 269.06 FEET TO A POINT; THENCE NORTH 14 DEGREES 48 MINUTES 54 SECONDS WEST, 6.79 FEET TO A POINT; THENCE NORTH 20 DEGREES 34 MINUTES 07 SECONDS WEST, 3.69 FEET TO A POINT; THENCE SOUTH 89 DEGREES 36 SECONDS 54 SECONDS EAST, 257.01 FEET TO A POINT; THENCE NORTH 00 DEGREES 26 MINUTES 05 SECONDS WEST, 94.43 FEET TO A POINT; THENCE SOUTH 89 DEGREES 36 MINUTES 10 SECONDS EAST, 57.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.11 ACRES (4,763 SQUARE FEET), MORE OR LESS.

*And also:*

AN INGRESS/EGRESS EASEMENT more particularly described as:

A LOT OR PARCEL OF LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10 OF TOWNSHIP 5 SOUTH, RANGE 1 EAST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON PIN LYING ON THE WEST RIGHT-OF-WAY MARGIN OF WILLOW DRIVE (PUBLIC ROW VARIES) AND ALSO MARKING THE NORTHEAST CORNER OF LOT 1A, OF THE FINAL PLAT OF SUNSET ON GREEN MOUNTAIN PHASE 2, AS RECORDED IN PLAT BOOK 2022 PAGE 359 IN THE OFFICE OF THE JUDGE PROBATE OF MADISON COUNTY, ALABAMA, AND BEING FURTHER DESCRIBED AS HAVING ALABAMA STATE PLANE COORDINATES (EAST ZONE, NAD 83) OF N: 1,499,880.72' E: 450,437.79'; THENCE, ALONG SAID WEST MARGIN, SOUTH 13 DEGREES 43 MINUTES 51 SECONDS EAST, 1.39 FEET TO A POINT; THENCE, LEAVING SAID WEST MARGIN, SOUTH 79 DEGREES 27 MINUTES 00 SECONDS WEST, 31.97 FEET TO A POINT; THENCE SOUTH 16 DEGREES 43 MINUTES 48 SECONDS EAST, 23.41 FEET TO A POINT; THENCE NORTH 89 DEGREES 33 MINUTES 22 SECONDS WEST, 31.03 FEET TO A POINT; THENCE SOUTH 00 DEGREES 26 MINUTES 05 SECONDS EAST, 74.65 FEET TO A POINT; THENCE NORTH 89 DEGREES 36 MINUTES 54 SECONDS WEST, 20.00 FEET TO A POINT; THENCE NORTH 00 DEGREES 26 MINUTES 05 SECONDS WEST, 104.43 FEET TO A POINT; THENCE SOUTH 89 DEGREES 36 MINUTES 10 SECONDS EAST, 75.62 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.07 ACRES (3,028 SQUARE FEET), MORE OR LESS.

***ABOVE DESCRIBED EASEMENTS BEING ATTACHED IN EXHIBIT A-1,A-2,A-3 FOR REFERENCE***

**TO HAVE AND TO HOLD** unto the said grantee, its successors and assigns forever.

**IN WITNESS WHEREOF**, Grantor has caused this quitclaim to be signed in its behalf by its Mayor and attested by its Clerk-Treasurer, this the 15th day of December, 2022.

**CITY OF HUNTSVILLE, ALABAMA**
**a municipal corporation**

**BY:**_____
**TOMMY BATTLE, MAYOR**

**ATTEST:**

**BY:**_____
**KENNETH BINION**
**CLERK-TREASURER**

**STATE OF ALABAMA**
**COUNTY OF MADISON**

I, the undersigned, a notary public in and for said County, in said State hereby certify that **TOMMY BATTLE AND KENNETH BINION**, whose names as **MAYOR** and **CITY CLERK-TREASURER**, respectively, of **THE CITY OF HUNTSVILLE, ALABAMA**, a municipal corporation are signed to the foregoing document, and who are know to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same for and as the act of said corporation on the day the same bears day.

**GIVEN** under my hand and official seal this the 15th day of December, 2022.

_____
Notary Public
My commission expires:_____

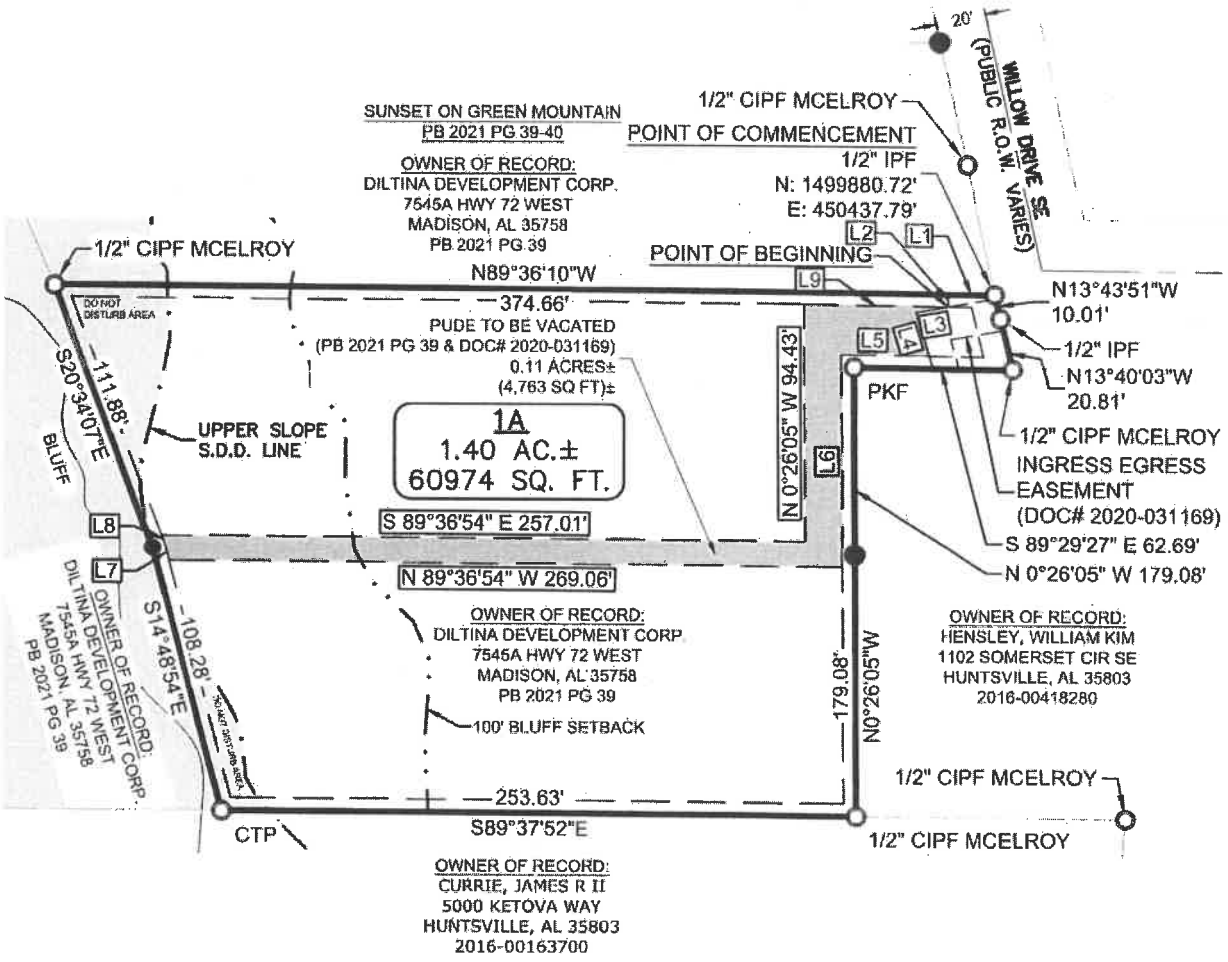
THIS INSTRUMENT PREPARED BY:
JUSTIN G. SOUTH
WOLFE, JONES, WOLFE,
HANCOCK, DANIEL & SOUTH, LLC
905 BOB WALLACE AVE.
HUNTSVILLE, ALABAMA 35801
256-534-2205

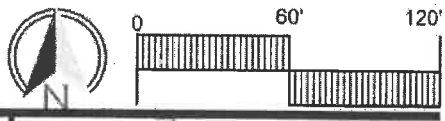
EXHIBIT A-1

| LINE TABLE | | |
|---|---|---|
| NUMBER | LENGTH | DIRECTION |
| L1 | 18.52' | N 89°36'10" W |
| L2 | 5.00' | S 0°23'50" W |
| L3 | 12.76' | S 79°27'00" W |
| L4 | 18.21' | S 16°43'48" E |
| L5 | 34.57' | N 89°29'27" W |
| L6 | 84.67' | S 0°26'05" E |
| L7 | 6.79' | N 14°48'54" W |
| L8 | 3.69' | N 20°34'07" W |
| L9 | 57.03' | S 89°36'10" E |




VICINITY MAP
(NOT TO SCALE)




| | |
|---|---|
| DRAWN BY: JCB/ANB | PUDE EASEMENT VACATION EXHIBIT |
| FIELD CREW: BJ | LOT 1A EASEMENT VACATION |
| FIELD DATE: 03.04.21 | SUNSET ON GREEN MOUNTAIN PHASE 2 |
| OFFICE DATE: 10.14.22 | SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 EAST |
| CHECKED BY: ASM | |
| SHEET: 1 OF 1 | |
| JOB NO: 21.247 | |

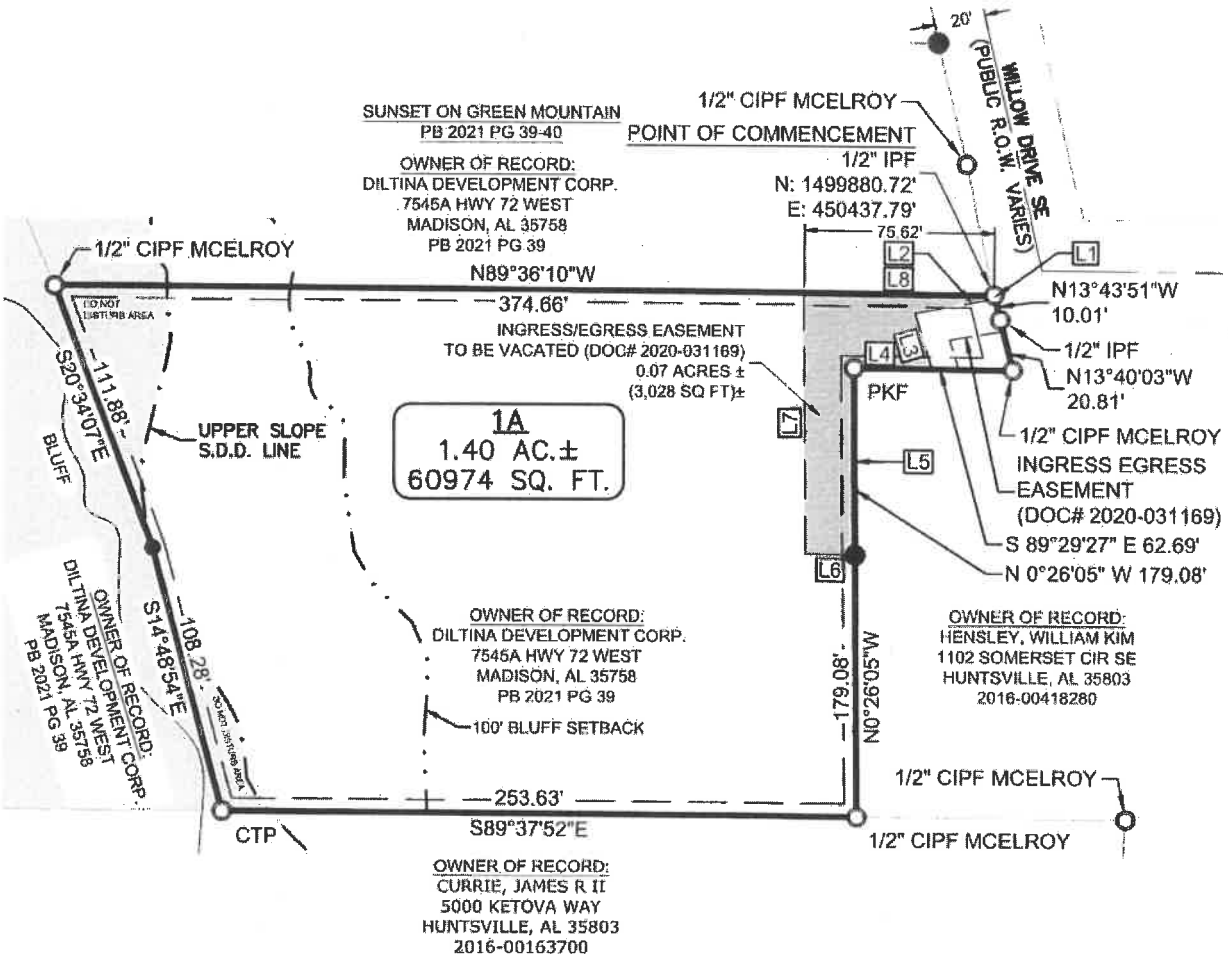
THE 2 POINT SURVEYING

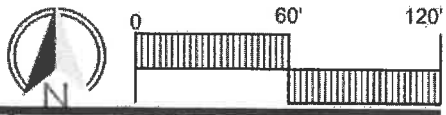
EXHIBIT A-2

| LINE TABLE | | |
|---|---|---|
| NUMBER | LENGTH | DIRECTION |
| L1 | 1.39' | S 13°43'51" E |
| L2 | 31.97' | S 79°27'00" W |
| L3 | 23.41' | S 16°43'48" E |
| L4 | 31.03' | N 89°33'22" W |
| L5 | 74.65' | S 0°26'05" E |
| L6 | 20.00' | N 89°36'54" W |
| L7 | 104.43' | N 0°26'05" W |
| L8 | 75.62' | S 89°36'10" E |




VICINITY MAP
(NOT TO SCALE)



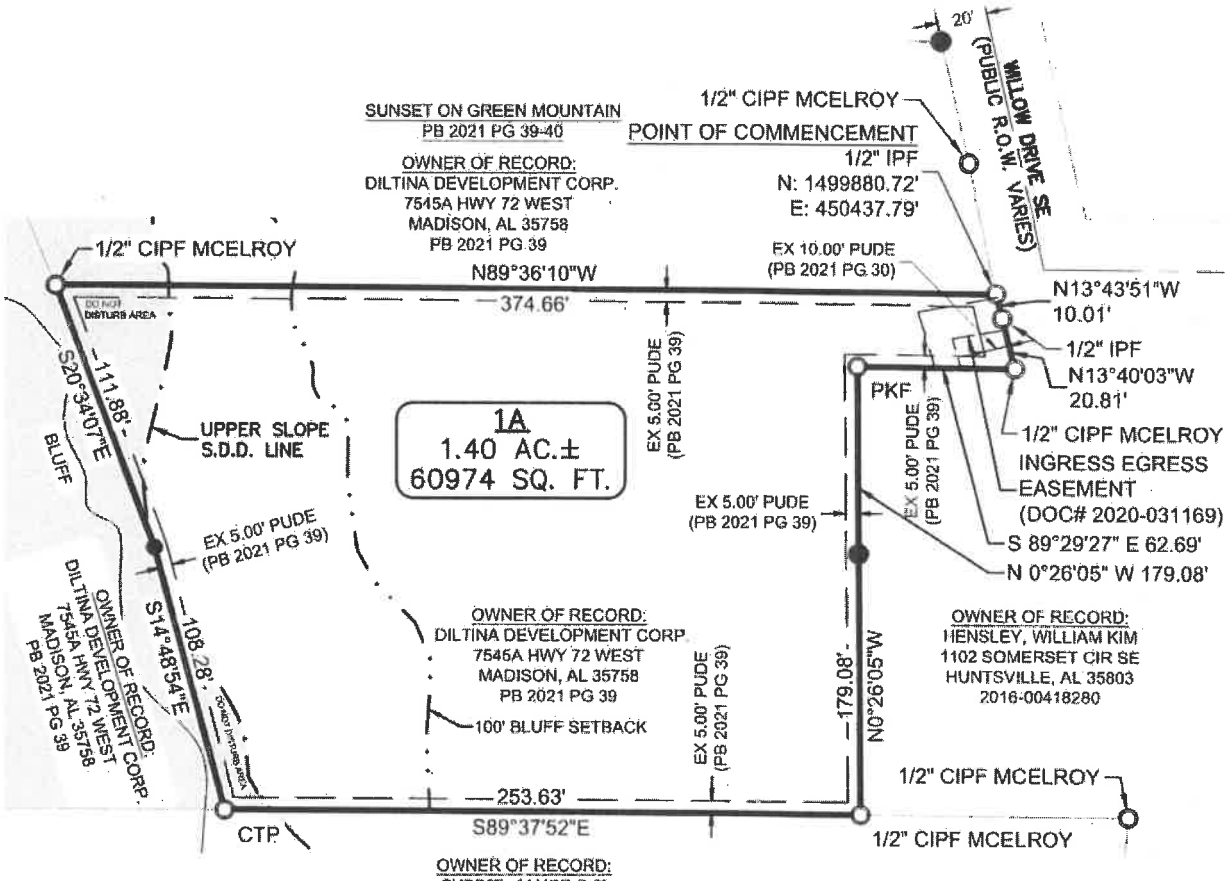

| | |
|---|---|
| DRAWN BY: JCB/ANB | INGRESS/EGRESS EASEMENT VACATION EXHIBIT |
| FIELD CREW: BJ | LOT 1A EASEMENT VACATION |
| FIELD DATE: 03.04.21 | SUNSET ON GREEN MOUNTAIN PHASE 2 |
| OFFICE DATE: 10.14.22 | SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 EAST |
| CHECKED BY: ASM | |
| SHEET: 1 OF 1 | |
| JOB NO: 21.247 | |

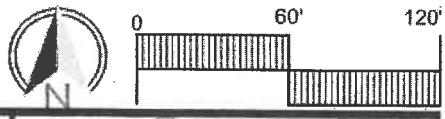
2ND POINT SURVEYING

EXHIBIT A-3




VICINITY MAP
(NOT TO SCALE)




| | |
|---|---|
| DRAWN BY: JCB/ANB | EASEMENT VACATION POST CONDITION EXHIBIT |
| FIELD CREW: BJ | LOT 1A EASEMENT VACATION |
| FIELD DATE: 03.04.21 | SUNSET ON GREEN MOUNTAIN PHASE 2 |
| OFFICE DATE: 10.14.22 | SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 EAST |
| CHECKED BY: ASM | |
| SHEET: 1 OF 1 | |
| JOB NO: 21.247 | |

2ND POINT SURVEYING

**ADOPTED** this the 15th day of December, 2022.

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

**APPROVED** this the 15th day of December, 2022.

Mayor of the City of
Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** 2022-1104

**Department: City Attorney**

**Subject:** **Type of Action:** Approval/Action

Ordinance authorizing the vacation of Utility and Drainage Easement, The Willow at Wilson Cove off of Cherry Tree Road.

Ordinance No.

**Finance Information:**

**Account Number:** NA

**City Cost Amount:** NA

**Total Cost:** NA

**Special Circumstances:**

**Grant Funded:** NA

**Grant Title - CFDA or granting Agency:** NA

**Resolution #:** NA

**Location:**

**Address:** The Willow at Wilson Cove off of Cherry Tree Road.
**District:** District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

**Additional Comments:**

This item will need to be published after approval by City Council.

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** TMP-2380

**Department: City Attorney**

**Subject:** **Type of Action:** Approval/Action

Ordinance authorizing the vacation of Utility and Drainage Easement, The Willow at Wilson Cove off of Cherry Tree Road.

Ordinance No.

**Finance Information:**

**Account Number:** NA

**City Cost Amount:** NA

**Total Cost:** NA

**Special Circumstances:**

**Grant Funded:** NA

**Grant Title - CFDA or granting Agency:** NA

**Resolution #:** NA

**Location:**

**Address:** The Willow at Wilson Cove off of Cherry Tree Road.
**District:** District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

**Additional Comments:**

This item will need to be published after approval by City Council.

**ORDINANCE NO. 22-_____**

**BE IT ORDAINED** by the City Council of the City of Huntsville, Alabama, as follows:

**Section 1**. The City Council of the City of Huntsville, Alabama, finds that an application has been presented to the City of Huntsville requesting the vacation of a utility and drainage easement; that the applicant has represented to the City of Huntsville that **Lost Boys Land Company II, LLC,** is the owner of the property across which said easement lies; that said easement, or the portion being vacated, is not presently used and is no longer needed for a public or municipal purpose.

**Section 2**. Pursuant to the findings in Section 1 hereinabove, the Mayor of the City of Huntsville, Alabama, is hereby authorized, requested and directed to execute a quitclaim deed vacating the easements hereinafter described, said deed being substantially in words and figures as follows, to-wit:

STATE OF ALABAMA

COUNTY OF MADISON

NO TITLE EXAMINATION HAS BEEN PERFORMED IN CONNECTION WITH THIS TRANSACTION

KNOW ALL MEN BY THESE PRESENTS, that THE CITY OF HUNTSVILLE, a municipal corporation, hereinafter referred to as the Grantor, for and in consideration of the sum of Ten Dollars ($10.00) in hand paid by LOST BOYS LAND COMPANY II, LLC, An Alabama Limited Liability Company, hereinafter referred to as the Grantees, the receipt whereof is hereby acknowledged, and other good and valuable consideration, does hereby remise, release, quitclaim and convey unto the said Grantees all of its right, title, interest, and claim in and to the following described real estate situated in the County of Madison, State of Alabama, to-wit:

PROPERTY BELOW AS DESCRIBED IN DEED BOOK 147, PAGE 221.
22 acres more or less on East side of NE ¼, SE ¼ and in NE corner of SE¼ of SE ¼ of Section 32 Township 4, Range 2E.

AND ALSO

PROPERTY BELOW AS DESCRIBED IN DEED BOOK 147, PAGE 220.
2½ Acres in NE ¼ of SE ¼ of Section 32, Township 45, Range 2E Said 2 ½ acres and rounded North and East by J. N. Esslinger, in West by R. W. Brazelton, on South by County Road.

TO HAVE AND TO HOLD the same unto the said Grantee, and to its successors and assigns, forever.

IN WITNESS WHEREOF, the City of Huntsville, Alabama, has caused this instrument to be duly executed by its Mayor and Clerk-Treasurer, pursuant to Ord. No: _____, as of this the 15th day of December , 2022.

THE CITY OF HUNTSVILLE, ALABAMA,
a municipal corporation

By: _____(SEAL)
Tommy Battle, Mayor

ATTEST: _____
Kenneth Benion City-Clerk Treasurer

STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned, a Notary Public in and for said County and in said State, hereby certify that Tommy Battle and Kenneth Benion, whose names as Mayor and City Clerk-Treasurer, respectively, of the City of Huntsville, Alabama, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Huntsville, Alabama, a municipal corporation.

Given under my hand and official seal this 15th day of December, 2022.

_____

NOTARY PUBLIC
My Commission Expires:

THIS INSTRUMENT PREPARED BY:
Charles P. Helms, 912 Merchants Walk, Huntsville, AL 35801

**Ordinance No. 22-_____** (Cont.)

**ADOPTED** this the 15th day of December, 2022.

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

**APPROVED** this the 15th day of December, 2022.

_____
Mayor of the City of
Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** 2022-1105

**Department: City Attorney**

**Subject:** **Type of Action:** Approval/Action

Ordinance authorizing the vacation of Utility and Drainage Easements, Lot 1 Hollywood Sixteen Theatre Subdivision.

Ordinance No.

**Finance Information:**

**Account Number:** NA

**City Cost Amount:** NA

**Total Cost:** NA

**Special Circumstances:**

**Grant Funded:** NA

**Grant Title - CFDA or granting Agency:** NA

**Resolution #:** NA

**Location:**

**Address:** Hollywood Sixteen Theatre property.
**District:** District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

**Additional Comments:**

This item will have to be published after its approval by City Council.

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** TMP-2381

**Department: City Attorney**

**Subject:** **Type of Action:** Approval/Action

Ordinance authorizing the vacation of Utility and Drainage Easements, Lot 1 Hollywood Sixteen Theatre Subdivision.

Ordinance No.

**Finance Information:**

**Account Number:** NA

**City Cost Amount:** NA

**Total Cost:** NA

**Special Circumstances:**

**Grant Funded:** NA

**Grant Title - CFDA or granting Agency:** NA

**Resolution #:** NA

**Location:**

**Address:** Hollywood Sixteen Theatre property.
**District:** District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

**Additional Comments:**

This item will have to be published after its approval by City Council.

**ORDINANCE NO. 22-_____**

**BE IT ORDAINED** by the City Council of the City of Huntsville, Alabama, as follows:

**Section 1**. The City Council of the City of Huntsville, Alabama, finds that an application has been presented to the City of Huntsville requesting the vacation of a utility and drainage easement; that the applicant has represented to the City of Huntsville that **ANA Hollywood, LLC,** is the owner of the property across which said easement lies; that said easement, or the portion being vacated, is not presently used and is no longer needed for a public or municipal purpose.

**Section 2**. Pursuant to the findings in Section 1 hereinabove, the Mayor of the City of Huntsville, Alabama, is hereby authorized, requested and directed to execute a quitclaim deed vacating the easements hereinafter described, said deed being substantially in words and figures as follows, to-wit:

STATE OF ALABAMA )
)
COUNTY OF MADISON )

**QUITCLAIM DEED**

**KNOW ALL MEN BY THESE PRESENTS,** that the undersigned **CITY OF HUNTSVILLE,** an Alabama municipal corporation, hereinafter referred to as Grantor, in consideration of the sum of Ten Dollars ($10.00) in hand paid by **ANA HOLLYWOOD, LLC, an Alabama limited liability company,** hereinafter referred to as Grantee, and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, does hereby remise, release, quitclaim, and convey unto the Grantee, all of the Grantor's right, title, interest and claim in and to the following described real estate situated in the City of Huntsville, County of Madison, State of Alabama, to-wit:

***Being a tract of land situated in Section 12, Township 4 South, Range 1 West of the Huntsville Meridian, Madison County, Alabama and being a portion of Lot 2 according to the plat of Hollywood Sixteen Theatre as recorded in Plat Book 30, Page 10 in the Office of Judge of Probate of Madison County and being more particularly described as follows:***
***Commence at a 5/8 inch rebar being at the west right-of-way line of U.S. Highway NO. 231 and the easterly most corner of said Lot 1; thence N23°22'47"W along the west right-of-way line of U.S. Highway NO. 231 a distance of 482.10 feet; thence S66°20'28"W (leaving said right-of-way line) a distance of 10.00 feet to the Point of Beginning of the herein described tract; thence S23°22'41"E a distance of 5.00 feet; thence S66°20'28"W a distance of 111.37 feet; thence S23°20'49"E a distance of 131.45 feet; thence N66°19'08"E a distance of 111.44 feet; thence S23°22'41"E a distance of 5.00 feet; thence S66°19'08"W a distance of 116.44 feet; thence N23°20'49"W a distance of 141.45 feet; thence N66°20'28"E a distance of 116.37 feet to the Point of Beginning.***
***Containing 1,821 square feet or 0.042 acres more or less***

**TO HAVE AND TO HOLD** unto the said grantee, its successors and assigns forever.

**IN WITNESS WHEREOF,** Grantor has caused this quitclaim to be signed in its behalf by its Mayor and attested by its Clerk-Treasurer, this the 15th day of December, 2022.

**CITY OF HUNTSVILLE, ALABAMA,**
a municipal corporation

By: _____
Tommy Battle, Mayor

**ATTEST:**

By: _____
Kenneth Benion
Clerk-Treasurer

STATE OF ALABAMA )
:
COUNTY OF MADISON )

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Tommy Battle and Kenneth Benion, whose names as Mayor and City Clerk-Treasurer, respectively, of The City of Huntsville, Alabama, a municipal corporation are signed to the foregoing document, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same for and as the act of said corporation on the day the same bears day.

GIVEN under my hand and official seal this the 15th day of December, 2022.

_____
Notary Public

THIS INSTRUMENT PREPARED BY:
***Halliburton Surveying & Mapping, LLC***
PO 18652, Huntsville, AL 35804

**Ordinance No. 22-_____** (Cont.)

**ADOPTED** this the 15th day of December, 2022.

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

**APPROVED** this the 15th day of December, 2022.

_____
Mayor of the City of
Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** 2022-1106

**Department: City Attorney**

**Subject:** **Type of Action:** Approval/Action

Ordinance authorizing the vacation of a Utility and Drainage Easement, 103 SpaceGate, SpaceGate Subdivision.

Ordinance No.

**Finance Information:**

**Account Number:** NA

**City Cost Amount:** NA

**Total Cost:** NA

**Special Circumstances:**

**Grant Funded:** NA

**Grant Title - CFDA or granting Agency:** NA

**Resolution #:** NA

**Location:**

**Address:** SpaceGate Subdivision
**District:** District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

**Additional Comments:**

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** TMP-2407

**Department: City Attorney**

**Subject:** **Type of Action:** Approval/Action

Ordinance authorizing the vacation of a Utility and Drainage Easement, 103 SpaceGate, SpaceGate Subdivision.

Ordinance No.

**Finance Information:**

**Account Number:** NA

**City Cost Amount:** NA

**Total Cost:** NA

**Special Circumstances:**

**Grant Funded:** NA

**Grant Title - CFDA or granting Agency:** NA

**Resolution #:** NA

**Location:**

**Address:** SpaceGate Subdivision
**District:** District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

**Additional Comments:**

**ORDINANCE NO. 22-_____**

**BE IT ORDAINED** by the City Council of the City of Huntsville, Alabama, as follows:

**Section 1**. The City Council of the City of Huntsville, Alabama, finds that an application has been presented to the City of Huntsville requesting the vacation of a utility and drainage easement; that the applicant has represented to the City of Huntsville that **32 Fitness, LLC, and 23 Properties, LLC,** are the owners of the property across which said easement lies; that said easement, or the portion being vacated, is not presently used and is no longer needed for a public or municipal purpose.

**Section 2**. Pursuant to the findings in Section 1 hereinabove, the Mayor of the City of Huntsville, Alabama, is hereby authorized, requested and directed to execute a quitclaim deed vacating the easements hereinafter described, said deed being substantially in words and figures as follows, to-wit:

STATE OF ALABAMA )
COUNTY OF MADISON )

**QUITCLAIM DEED**

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of One and 00/100 ($1.00) Dollar and other good and valuable considerations paid to **CITY OF HUNTSVILLE, AN ALABAMA MUNICIPAL CORPORATION**, Grantor, in hand paid by **32 FITNESS, LLC, AN ALABAMA LIMITED LIABILITY COMPANY, AND 23 PROPERTIES, LLC, AN ALABAMA LIMITED LIABILITY COMPANY**, Grantees, the receipt of which is hereby acknowledged, the said Grantor hereby remises, releases, quitclaims and conveys unto the said Grantee, all of said Grantor's right, title, interest and claim, in and to the following described real estate, situated in Madison County, Alabama, to-wit:

Vacate the utility and drainage easement as stated on Exhibit "A" attached hereto.

TO HAVE AND TO HOLD the same unto the said Grantee and Grantee's heirs and assigns of said Grantees forever.

IN TESTIMONY WHEREOF, the Grantor has caused this instrument to be executed on the 15th day of December, 2022.

**CITY OF HUNTSVILLE, A MUNICIPAL CORPORATION IN THE STATE OF ALABAMA**

**BY:** _____
**TOMMY BATTLE**
**AS ITS MAYOR**

**ATTEST:**

_____
**KENNETH BENION**
**AS CITY CLERK-TREASURER**

STATE OF ALABAMA )
COUNTY Of MADISON )

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that before me personally appeared **TOMMY BATTLE AND KENNETH BENION,** whose names as **MAYOR AND CLERK-TREASURER, RESPECTIVELY, OF THE CITY OF HUNTSVILLE, ALABAMA, A MUNICIPAL CORPORATION,** are signed to the foregoing Quitclaim Deed, and who are known to me, acknowledged before me on this day, that being informed of the contents of this conveyance, they, as such officers and with full authority, executed the same for and as the act of said Municipal corporation on the date the same bears date.

Given under my hand and seal this the 15th day of December, 2022

_____
Notary Public
My Commission Expires:_____

**The Grantor does hereby attest, to the best of Grantor's knowledge and belief that the information contained in this document, including the purchase price which can be verified by tax assessment, is true and accurate. The undersigned Grantor further understands that any false statements may result in the imposition of the penalty indicated in Code of Alabama (1975) 40-22-1 (h).**

Grantor address:
City of Huntsville 308 Fountain Circle, Huntsville, AL 35801

Grantees' address:
1020 Indian Creek Road, Huntsville, AL 35806

Property Address:
0 Spacegate (Lot 10 & 11), Huntsville, AL 35806

Value $100
Date of transfer: _____, 2022.

This Instrument Prepared By:
A. Mac Martinson, Esq.
Martinson & Beason, P.C.
Attorneys at Law
115 North Side Square
Huntsville, Alabama 35801
(256) 533-1667

STATE OF ALABAMA)
COUNTY OF MADISON)

Exhibit "A"

**EASEMENT VACATION OF UTILITY AND DRAINAGE EASEMENT BETWEEN LOT 10 AND LOT 11 SPACEGATE SUBDIVISION**

ALL THAT PART OF LOT 10 AND LOT 11 OF SPACEGATE, A RESUBDIVISION OF SPACEGATE COMMERCIAL PARK (LESS AND EXCEPT LOT 12, BLOCK 2, LOT 9, BLOCK 1, LOT 9, BLOCK 3) AND OTHER LANDS, MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 10.

THENCE FROM SAID POINT OF COMMENCEMENT SOUTH 05 DEGREES 25 MINUTES 48 SECONDS EAST A DISTANCE OF 60.24 FEET TO THE POINT OF BEGINNING. THENCE FROM SAIND POINT OF BEGINNING SOUTH 89 DEGREES 39 MINUTES 18 SECONDS EAST, A DISTANCE OF 10.04 FEET TO A POINT;

THENCE SOUTH 05 DEGREES 25 MINUTES 48 SECONDS EAST, A DISTANCE OF 339.41 FEET TO A POINT ON A CURVE TO THE LEFT HAVING A RADIUS OF 442.05 FEET;
THENCE CONTINUING ALONG SAID CURVE AN ARC DISTANCE OF 10.00 FEET (CHORD BEARING AND DISTANCE OF NORTH 85 DEGREES 19 MINUTES 37 SECONDS WEST, 10.00 FEET) TO A POINT;

THENCE NORTH 84 DEGREES 34 MINUTES 12 SECONDS WEST, A DISTANCE OF 10.00 FEET TO A POINT;

THENCE NORTH 05 DEGREES 25 MINUTES 48 SECONDS EAST, A DISTANCE OF 337.77 FEET TO A POINT;

THENCE SOUTH 89 DEGREES 39 MINUTES 18 SECONDS EAST, A DISTANCE OF 10.04 FEET TO THE POINT OF BEGINNING.

**ADOPTED** this the 15th day of December, 2022.

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

**APPROVED** this the 15th day of December, 2022.

_____
Mayor of the City of
Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** 2022-1107

**Department:City Attorney**

**Subject:** **Type of Action:** Approval/Action

Ordinance authorizing the vacation of a Ingress-Egress Easement in Tract 1, The Lakes at the Meadows Subdivision.

Ordinance No.

**Finance Information:**

**Account Number:** NA

**City Cost Amount:** NA

**Total Cost:** NA

**Special Circumstances:**

**Grant Funded:** NA

**Grant Title - CFDA or granting Agency:** NA

**Resolution #:** NA

**Location:**

**Address:** The Lakes at the Meadows Subdivision
**District:** District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

**Additional Comments:**

This item will have to be published after its approval at the council meeting.

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** TMP-2377

**Department:City Attorney**

**Subject:** **Type of Action:** Approval/Action

Ordinance authorizing the vacation of a ingress-egress easement in Tract 1, The Lakes at the Meadows Subdivision.

Ordinance No.

**Finance Information:**

**Account Number:** NA

**City Cost Amount:** NA

**Total Cost:** NA

**Special Circumstances:**

**Grant Funded:** NA

**Grant Title - CFDA or granting Agency:** NA

**Resolution #:** NA

**Location:**

**Address:** The Lakes at the Meadows Subdivision
**District:** District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

**Additional Comments:**

This item will have to be published after its approval at the council meeting.

**ORDINANCE NO. 22-_____**

**BE IT ORDAINED** by the City Council of the City of Huntsville, Alabama, as follows:

**Section 1**. The City Council of the City of Huntsville, Alabama, finds that an application has been presented to the City of Huntsville requesting the vacation of an ingress-egress easement; that the applicant has represented to the City of Huntsville that **Tennessee Valley Communities, LLC,** is the owner of the property across which said easement lies; that said easement, or the portion being vacated, is not presently used and is no longer needed for a public or municipal purpose.

**Section 2**. Pursuant to the findings in Section 1 hereinabove, the Mayor of the City of Huntsville, Alabama, is hereby authorized, requested and directed to execute a quitclaim deed vacating the easement hereinafter described, said deed being substantially in words and figures as follows, to-wit:

STATE OF ALABAMA

COUNTY OF MADISON

NO TITLE EXAMINATION HAS BEEN PERFORMED IN CONNECTION WITH THIS TRANSACTION

KNOW ALL MEN BY THESE PRESENTS, that the CITY OF HUNTSVILLE, an Alabama municipal corporation, hereinafter referred to as the Grantor, for and in consideration of the sum of Ten Dollars ($10.00) in hand paid by TENNESSEE VALLEY COMMUNITIES, LLC, an Alabama limited liability company, hereinafter referred to as the Grantee, the receipt whereof is hereby acknowledged, and other good and valuable consideration, does hereby remise, release, quitclaim and convey unto the said Grantee all of its right, title, interest, and claim in and to the following described real estate situated in the County of Madison, State of Alabama, to-wit (the "Easement"):

SEE EXHIBIT "A" ATTACHED HERETO.

TO HAVE AND TO HOLD the same unto the said Grantee, and to its successors and assigns, forever.

IN WITNESS WHEREOF, the City of Huntsville, Alabama, has caused this instrument to be duly executed by its Mayor and Clerk-Treasurer, pursuant to Resolution No: _____, as of this the 15th day of December, 2021.

CITY OF HUNTSVILLE, an Alabama municipal corporation

By: _____
Tommy Battle, Mayor

ATTEST:

_____
Kenneth Benion, City Clerk-Treasurer

STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned, a Notary Public in and for said County and in said State, hereby certify that Tommy Battle and Kenneth Benion, whose names as Mayor and City Clerk-Treasurer, respectively, of the City of Huntsville, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Huntsville, an Alabama municipal corporation.

Given under my hand and official seal this 15th day of December, 2021.

_____
NOTARY PUBLIC
My Commission Expires:_____

**This Instrument Prepared By:**
Katherine Amos Beasley
Wilmer & Lee, PA
100 Washington Street
Huntsville, Alabama 35801
Ph: 256-533-0202
U:\SAM\REAL-ESTATE\VACATION\COH\TENNESSEE VALLEY COMMUNITIES\LAKES AT THE MEADOWS\QUIT CLAIM DEED.DOC

**EXHIBIT "A"**
**(Legal Description of Easement to be vacated)**

A 20 FOOT WIDE PUBLIC EMERGENCY INGRESS-EGRESS EASEMENT INSTRUMENT AS RECORDED IN INSTRUMENT NUMBER 2020-00065935 IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA LOCATED IN SECTION 5, TOWNSHIP 5 SOUTH, RANGE 2 EAST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 38 OF THE FINAL PLAT OF THE LAKES AT THE MEADOWS AS RECORDED IN INSTRUMENT NUMBER 2020-00065935 IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA, THENCE, SOUTH 87 DEGREES 52 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING;

THENCE, SOUTH 87 DEGREES 52 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE, NORTH 02 DEGREES 07 MINUTES 30 SECONDS WEST A DISTANCE OF 1333.30 FEET TO A POINT; THENCE, NORTH 87 DEGREES 02 MINUTES 43 SECONDS EAST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE, SOUTH 02 DEGREES 07 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 1333.59 FEET TO THE POINT OF BEGINNING,

CONTAINING 0.61 ACRES (26669 SQUARE FEET) MORE OR LESS.

**Ordinance No. 22-_____** (Cont.)

**ADOPTED** this the 15th day of December, 2022.

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

**APPROVED** this the 15th day of December, 2022.

_____
Mayor of the City of
Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** 2022-1108

**Department: City Attorney**

**Subject:** **Type of Action:** Approval/Action

Ordinance authorizing the vacation of Sanitary Sewer Easements, The Willows at Wilson Cove off of Cherry Tree Road.

Ordinance No.

**Finance Information:**

**Account Number:** NA

**City Cost Amount:** NA

**Total Cost:** NA

**Special Circumstances:**

**Grant Funded:** NA

**Grant Title - CFDA or granting Agency:** NA

**Resolution #:** NA

**Location:**

**Address:** The Willows at Wilson Cove off of Cherry Tree Road.
**District:** District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

**Additional Comments:**

This item will need to be published after approval by City Council.

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** TMP-2379

**Department: City Attorney**

**Subject:** **Type of Action:** Approval/Action

Ordinance authorizing the vacation of Sanitary Sewer Easements, The Willows at Wilson Cove off of Cherry Tree Road.

Ordinance No.

**Finance Information:**

**Account Number:** NA

**City Cost Amount:** NA

**Total Cost:** NA

**Special Circumstances:**

**Grant Funded:** NA

**Grant Title - CFDA or granting Agency:** NA

**Resolution #:** NA

**Location:**

**Address:** The Willows at Wilson Cove off of Cherry Tree Road.
**District:** District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

**Additional Comments:**

This item will need to be published after approval by City Council.

**ORDINANCE NO. 22-____**

**BE IT ORDAINED** by the City Council of the City of Huntsville, Alabama, as follows:

**Section 1.** The City Council of the City of Huntsville, Alabama, finds that an application has been presented to the City of Huntsville requesting the vacation of a utility and drainage easement and sanitary sewer easement; that the applicant has represented to the City of Huntsville that **Lost Boys Land Company II, LLC,** is the owner of the property across which said easements lie; that said easements, or the portions being vacated, are not presently used and are no longer needed for a public or municipal purpose.

**Section 2.** Pursuant to the findings in Section 1 hereinabove, the Mayor of the City of Huntsville, Alabama, is hereby authorized, requested and directed to execute a quitclaim deeds vacating the easements hereinafter described, said deeds being substantially in words and figures as follows, to-wit:

STATE OF ALABAMA

COUNTY OF MADISON

NO TITLE EXAMINATION HAS BEEN PERFORMED IN CONNECTION WITH THIS TRANSACTION

KNOW ALL MEN BY THESE PRESENTS, that THE CITY OF HUNTSVILLE, a municipal corporation, hereinafter referred to as the Grantor, for and in consideration of the sum of Ten Dollars ($10.00) in hand paid by LOST BOYS LAND COMPANY II, LLC, An Alabama Limited Liability Company, hereinafter referred to as the Grantees, the receipt whereof is hereby acknowledged, and other good and valuable consideration, does hereby remise, release, quitclaim and convey unto the said Grantees all of its right, title, interest, and claim in and to the following described real estate situated in the County of Madison, State of Alabama, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION AND EXHIBIT "B" FOR COPY OF SURVEY.

TO HAVE AND TO HOLD the same unto the said Grantee, and to its successors and assigns, forever.

IN WITNESS WHEREOF, the City of Huntsville, Alabama, has caused this instrument to be duly executed by its Mayor and Clerk-Treasurer, pursuant to Ord. No: _____, as of this the 15th day of December, 2022.

THE CITY OF HUNTSVILLE, ALABAMA,
a municipal corporation

By: _____(SEAL)
Tommy Battle, Mayor

ATTEST: _____
Kenneth Benion City-Clerk Treasurer

STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned, a Notary Public in and for said County and in said State, hereby certify that Tommy Battle and Kenneth Benion, whose names as Mayor and City Clerk-Treasurer, respectively, of the City of Huntsville, Alabama, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Huntsville, Alabama, a municipal corporation.

Given under my hand and official seal this 15th day of December, 2022.

_____

NOTARY PUBLIC
My Commission Expires:

THIS INSTRUMENT PREPARED BY:
Charles P. Helms, 912 Merchants Walk, Huntsville, AL 35801

5125A Research Drive
Huntsville, AL 35805

TEL 256.534.5512
FAX 256.534.5544

www.GarverUSA.com

EXHIBIT "A"

**STATE OF ALABAMA )**
**MADISON COUNTY )**

**THE WILLOWS AT WILSON COVE SANITARY SEWER IMPROVEMENTS - A PORTION OF A SANITARY SEWER EASEMENT TO BE VACATED:**

I, Loyd W. Carpenter, a Professional Land Surveyor in the State of Alabama hereby certify that the foregoing is a true and accurate description of a tract of land lying and being in Section 32, Township 4 South, Range 2 East, of the Huntsville Meridian.

Said tract being a portion of a Sanitary Sewer Easement conveyed to the City of Huntsville, in Instrument 2015-338200 as recorded in the Office of the Probate Judge of Madison County, Alabama, and being more particularly described as follows:

Commencing at a railroad spike found in Esslinger Drive South 01 Degrees 29 Minutes 11 Seconds West a distance of 2741.59 feet from the center of the west boundary of Section 28, Township 4 South, Range 2 East of the Huntsville Meridian; thence South 23 Degrees 37 Minutes 35 Seconds West, a distance of 1574.76 feet to a #4 rebar found; thence South 33 Degrees 36 Minutes 14 Seconds West, a distance of 1069.01 feet to a 1-1/2 inch diameter pipe found; thence South 68 Degrees 44 Minutes 00 Seconds East 1129.69 feet to a #4 rebar found; thence South 08 Degrees 44 Minutes 20 Seconds West 609.19 feet to a feet to a #5 rebar with cap stamped "Garver LLC CA#445" (typical) found on the north boundary of a Sanitary Sewer Easement conveyed to the City of Huntsville, in Instrument 2015-338200 as recorded in the Office of the Probate Judge of Madison County, Alabama; thence along said north boundary South 81 Degrees 39 Minutes 34 Seconds East, a distance of 15.00 feet to a #5 rebar set, said point being the Point of Beginning of the herein described tract of land, having established grid coordinates of (N) 1508099.95, (E) 476227.62 of Zone East of the Alabama State Plane Coordinate System of the North American Datum of 1983 (NAD83);

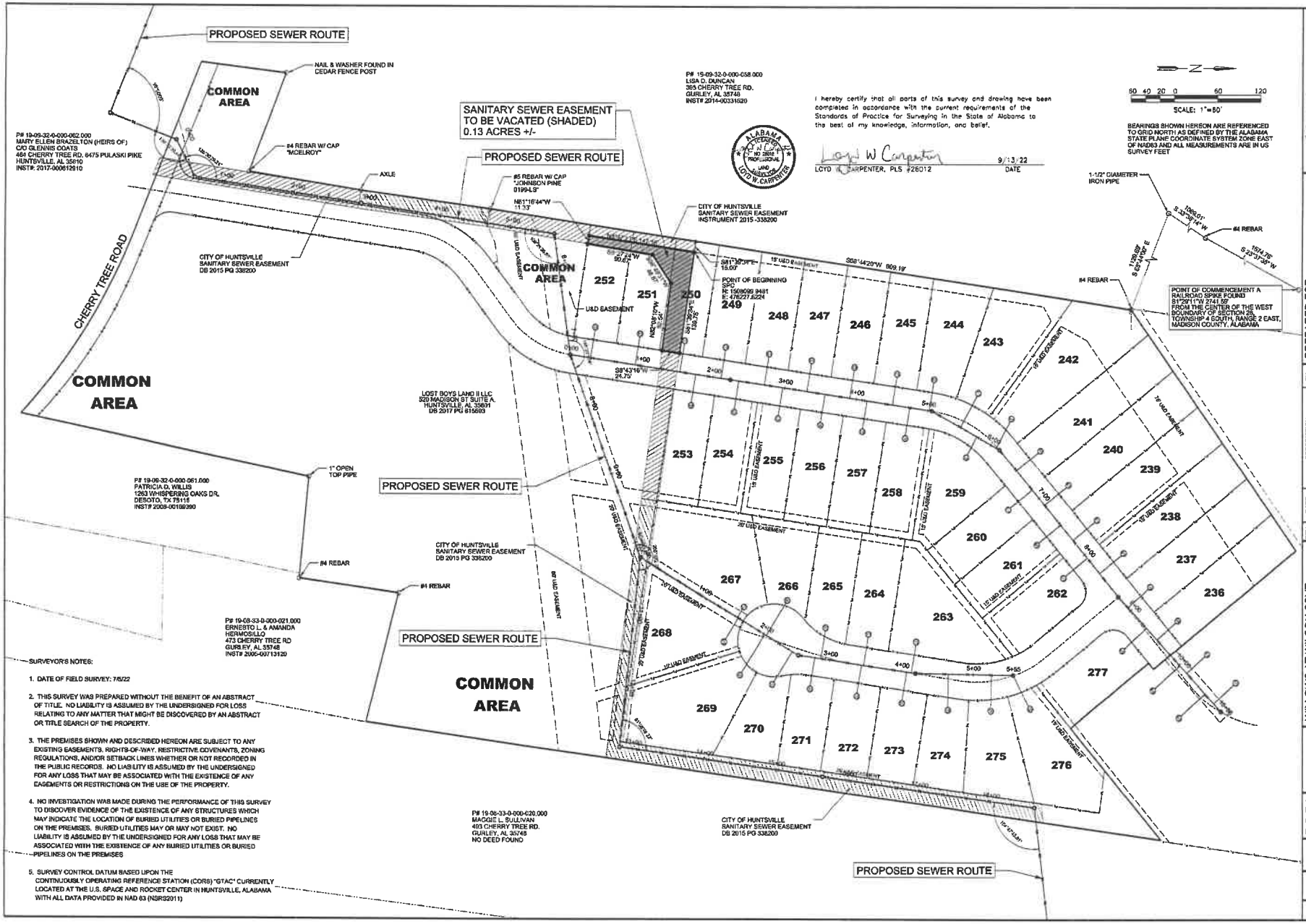
Thence continue along said north boundary South 81 Degrees 39 Minutes 34 Seconds East a distance of 139.75 feet to a #5 rebar set; thence South 8 Degrees 43 Minutes 16 Seconds West a distance of 24.75 feet to a #5 rebar set marking the south boundary of said easement; thence along said south boundary North 82 Degrees 08 Minutes 10 Seconds West a distance of 92.54 feet to a #5 rebar set; thence South 56 Degrees 49 Minutes 31 Seconds West a distance of 46.87 feet to a #5 rebar set; thence South 9 Degrees 27 Minutes 24 Seconds West a distance of 90.67 feet to a #5 rebar set; thence North 81 Degrees 16 Minutes 44 Seconds West a distance of 11.33 feet to a #5 rebar set marking the west boundary of said easement; thence along said west boundary North 8 Degrees 47 Minutes 13 Seconds East a distance of 147.16 feet to the Point of Beginning.

The above-described tract contains 0.13 acres (5531.71 sq. ft.)

All according to my survey this the 13th day of September

Loyd W Carpenter
Loyd W. Carpenter, PLS
Alabama License No.26012




PROPOSED SEWER ROUTE
NAIL & WASHER FOUND IN CEDAR FENCE POST
COMMON AREA
SANITARY SEWER EASEMENT TO BE VACATED (SHADED) 0.13 ACRES +/-
PROPOSED SEWER ROUTE
#4 REBAR W/ CAP "MCELROY"
#5 REBAR W/ CAP "JOHNSON PINE 0199-LS"
AXLE
CITY OF HUNTSVILLE SANITARY SEWER EASEMENT INSTRUMENT 2015 -338200
CITY OF HUNTSVILLE SANITARY SEWER EASEMENT DB 2015 PG 338200
CHERRY TREE ROAD
COMMON AREA
POINT OF BEGINNING SPC N: 1508099.9491 E: 476227.5224
POINT OF COMMENCEMENT A RAILROAD SPIKE FOUND S1°29'11"W 2741.59' FROM THE CENTER OF THE WEST BOUNDARY OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 2 EAST, MADISON COUNTY, ALABAMA
1-1/2" DIAMETER IRON PIPE
#4 REBAR
U&D EASEMENT
15' U&D EASEMENT
20' U&D EASEMENT
LOST BOYS LAND II LLC 520 MADISON ST SUITE A, HUNTSVILLE, AL 35801 DB 2017 PG 615693
1" OPEN TOP PIPE
P# 19-09-32-0-000-061.000 PATRICIA D. WILLIS 1263 WHISPERING OAKS DR. DESOTO, TX 75115 INST# 2008-00186390
P# 19-08-33-0-000-021.000 ERNESTO L. & AMANDA HERMOSILLO 473 CHERRY TREE RD GURLEY, AL 35748 INST# 2006-00713120
P# 19-09-32-0-000-062.000 MARY ELLEN BRAZELTON (HEIRS OF) C/O GLENNIS COATS 464 CHERRY TREE RD, 6475 PULASKI PIKE HUNTSVILLE, AL 35810 INST#: 2017-000612910
P# 19-09-32-0-000-058.000 LISA D. DUNCAN 365 CHERRY TREE RD. GURLEY, AL 35748 INST#: 2014-00031029
P# 19-08-33-0-000-020.000 MAGGIE L. SULLIVAN 403 CHERRY TREE RD. GURLEY, AL 35748 NO DEED FOUND
CITY OF HUNTSVILLE SANITARY SEWER EASEMENT DB 2015 PG 338200
I hereby certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.
LOYD W. CARPENTER, PLS #26012
9/13/22
DATE
ALABAMA LICENSED PROFESSIONAL LAND SURVEYOR LOYD W. CARPENTER NO 26012
SCALE: 1"=80'
BEARINGS SHOWN HEREON ARE REFERENCED TO GRID NORTH AS DEFINED BY THE ALABAMA STATE PLANE COORDINATE SYSTEM ZONE EAST OF NAD83 AND ALL MEASUREMENTS ARE IN US SURVEY FEET
SURVEYOR'S NOTES:
1. DATE OF FIELD SURVEY: 7/5/22
2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. NO LIABILITY IS ASSUMED BY THE UNDERSIGNED FOR LOSS RELATING TO ANY MATTER THAT MIGHT BE DISCOVERED BY AN ABSTRACT OR TITLE SEARCH OF THE PROPERTY.
3. THE PREMISES SHOWN AND DESCRIBED HEREON ARE SUBJECT TO ANY EXISTING EASEMENTS, RIGHTS-OF-WAY, RESTRICTIVE COVENANTS, ZONING REGULATIONS, AND/OR SETBACK LINES WHETHER OR NOT RECORDED IN THE PUBLIC RECORDS. NO LIABILITY IS ASSUMED BY THE UNDERSIGNED FOR ANY LOSS THAT MAY BE ASSOCIATED WITH THE EXISTENCE OF ANY EASEMENTS OR RESTRICTIONS ON THE USE OF THE PROPERTY.
4. NO INVESTIGATION WAS MADE DURING THE PERFORMANCE OF THIS SURVEY TO DISCOVER EVIDENCE OF THE EXISTENCE OF ANY STRUCTURES WHICH MAY INDICATE THE LOCATION OF BURIED UTILITIES OR BURIED PIPELINES ON THE PREMISES. BURIED UTILITIES MAY OR MAY NOT EXIST. NO LIABILITY IS ASSUMED BY THE UNDERSIGNED FOR ANY LOSS THAT MAY BE ASSOCIATED WITH THE EXISTENCE OF ANY BURIED UTILITIES OR BURIED PIPELINES ON THE PREMISES
5. SURVEY CONTROL DATUM BASED UPON THE CONTINUOUSLY OPERATING REFERENCE STATION (CORS) "GTAC" CURRENTLY LOCATED AT THE U.S. SPACE AND ROCKET CENTER IN HUNTSVILLE, ALABAMA WITH ALL DATA PROVIDED IN NAD 83 (NSRS2011)
GARVER
PREPARED FOR: WATER POLLUTION CONTROL
REV. 1 | DATE 9/13/22 | DESCRIPTION COMMENTS RECEIVED FROM THE CITY OF HUNTSVILLE | BY LWC
WILLOWS AT WILSON COVE PHASE 1 SSE VACATE
MADISON COUNTY, ALABAMA
SECTION 32, TOWNSHIP 4 SOUTH, RANGE 2 EAST OF THE HUNTSVILLE MERIDIAN
SANITARY SEWER EASEMENT EXHIBIT TO ACCOMMODATE THE REQUEST TO VACATE EASEMENT
JOB NO.: 18056050
DATE: JUN 2022
CHECKED BY: LWC
DRAWN BY: SRP
BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY
DRAWING NUMBER
SHEET NUMBER
LWCarpenter 9/13/2022 10:46:32 AM
WORKSPACE(Survey_2)
LDD 9/13/2022 - Willows at Wilson Cove Ph1\Survey\Vacate\18050-V-SSE-WILLOWS VACATE.dgn

STATE OF ALABAMA

COUNTY OF MADISON

NO TITLE EXAMINATION HAS BEEN PERFORMED IN CONNECTION WITH THIS TRANSACTION

KNOW ALL MEN BY THESE PRESENTS, that THE CITY OF HUNTSVILLE, a municipal corporation, hereinafter referred to as the Grantor, for and in consideration of the sum of Ten Dollars ($10.00) in hand paid by LOST BOYS LAND COMPANY, LLC, An Alabama Limited Liability Company, hereinafter referred to as the Grantees, the receipt whereof is hereby acknowledged, and other good and valuable consideration, does hereby remise, release, quitclaim and convey unto the said Grantees all of its right, title, interest, and claim in and to the following described real estate situated in the County of Madison, State of Alabama, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION AND EXHIBIT "B" FOR COPY OF SURVEY.

TO HAVE AND TO HOLD the same unto the said Grantee, and to its successors and assigns, forever.

IN WITNESS WHEREOF, the City of Huntsville, Alabama, has caused this instrument to be duly executed by its Mayor and Clerk-Treasurer, pursuant to Ord. No: _____, as of this the 15th day of December, 2022.

THE CITY OF HUNTSVILLE, ALABAMA,
a municipal corporation

By: _____(SEAL)
Tommy Battle, Mayor

ATTEST: _____
Kenneth Benion City-Clerk Treasurer

STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned, a Notary Public in and for said County and in said State, hereby certify that Tommy Battle and Kenneth Benion, whose names as Mayor and City Clerk-Treasurer, respectively, of the City of Huntsville, Alabama, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Huntsville, Alabama, a municipal corporation.

Given under my hand and official seal this 15th day of December, 2022.

_____

NOTARY PUBLIC
My Commission Expires:

THIS INSTRUMENT PREPARED BY:
Charles P. Helms, 912 Merchants Walk, Huntsville, AL 35801

5125A Research Drive
Huntsville, AL 35805

TEL 256.534.5512
FAX 256.534.5544

www.GarverUSA.com

EXHIBIT "A"

**STATE OF ALABAMA**
**MADISON COUNTY**

**WILSON COVE SUBDIVISION - REQUEST TO VACATE A PORTION OF A 15' WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT:**

I, Loyd W. Carpenter, a Professional Land Surveyor in the State of Alabama hereby certify that the foregoing is a true and accurate description of a tract of land lying and being in Section 33, Township 4 South, Range 2 East of the Huntsville Meridian.

Said tract being a portion of Tract 1 of Wilson Cove Subdivision Phase 1 as recorded in the Office of the Judge of Probate of Madison County, Alabama in Instrument Number 2018-00001436 and being more particularly described as follows:

Commencing at a cotton picker spindle found at the southeast corner of Section 33, Township 4 South, Range 2 East of the Huntsville Meridian; thence along the south boundary of said Section 33 South 88 Degrees 07 Minutes 02 Seconds West a distance of 2609.90 feet to a #5 rebar found on the east boundary of Wilson Cove Subdivision Phase 1 as recorded in the Office of the Judge of Probate of Madison County, Alabama in Instrument Number 2018-00001436; thence leaving said south boundary and along said east boundary North 00 Degrees 13 Minutes 31 Seconds East a distance of 1893.81 to a #5 rebar with a cap stamped "GARVER LLC CA-445-LS"(typical) set at the northeast corner of Lot 17 of said Wilson Cove Subdivision; thence leaving said east boundary and along the north boundary of said Lot 17 North 89 Degrees 46 Minutes 29 Seconds West a distance of 175.00 feet to a #5 rebar set on the east right-of-way of Regency Lane; thence leaving said north boundary and along said right-of-way North 00 Degrees 13 Minutes 31 Seconds East a distance of 10.00 feet to a #5 rebar set; thence leaving said right-of-way North 89 Degrees 46 Minutes 29 Seconds West a distance of 50.00 feet to a #5 rebar set on the west right-of-way of Regency Lane; thence along said right-of-way North 00 Degrees 13 Minutes 31 Seconds East a distance of 157.50 feet to the Point of Beginning for the herein described tract of land, having established grid coordinates of (N) 1508434.10, (E) 479069.82 of the Alabama State Plane Coordinate System of NAD83 Zone East;

Thence leaving said west right-of-way North 89 Degrees 46 Minutes 29 Seconds West a distance of 3.53 feet to point on the south boundary of an existing 15' wide Public Utility and Drainage Easement; thence along said south boundary North 54 Degrees 52 Minutes 40 Seconds West a distance of 8.74 feet; thence North 89 Degrees 46 Minutes 29 Seconds West a distance of 139.30 feet; thence leaving said south boundary North 00 Degrees 13 Minutes 31 Seconds East a distance of 15.00 feet to the north boundary of said existing easement; thence along said north boundary South 89 Degrees 46 Minutes 29 Seconds East a distance of 144.01 feet; thence South 54 Degrees 52 Minutes 40 Seconds East a distance of 7.30 feet to the west right-of-way of Regency Lane; thence leaving said north boundary and along said right-of-way South 00 Degrees 13 Minutes 31 Seconds West a distance of 15.82 to the Point of Beginning.

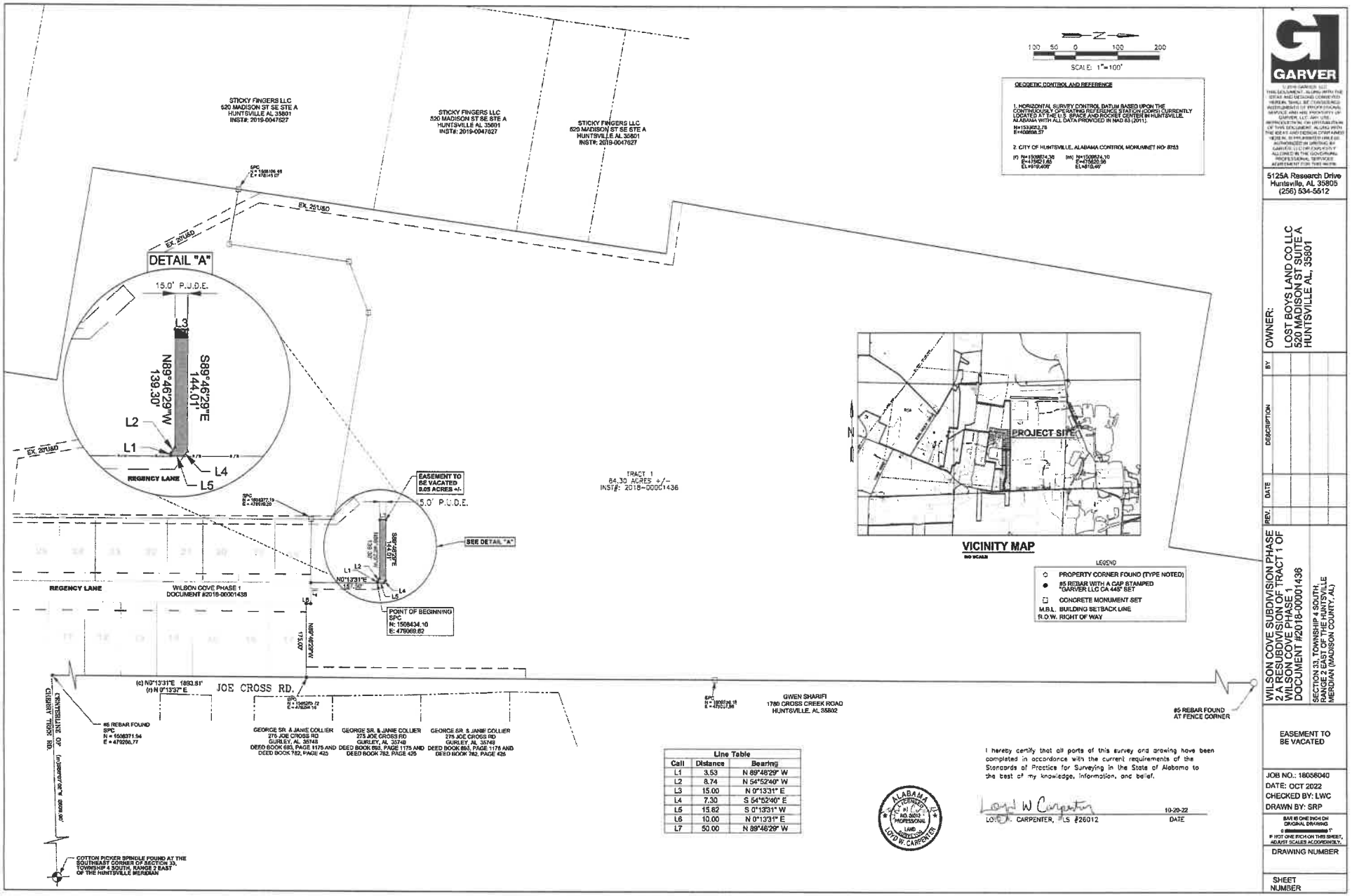
The above described tract contains 0.05 acres (2273.09 sq. ft.), more or less.

All according to my survey this the 20th day of October 2022.

Loyd W Carpenter

Loyd W. Carpenter, PLS
Alabama License No.26012

ALABAMA LICENSED NO. 26012 PROFESSIONAL LAND SURVEYOR LOYD W. CARPENTER




| Line Table | | |
|---|---|---|
| Call | Distance | Bearing |
| L1 | 3.53 | N 89°46'29" W |
| L2 | 8.74 | N 54°52'40" W |
| L3 | 15.00 | N 0°13'31" E |
| L4 | 7.30 | S 54°52'40" E |
| L5 | 15.82 | S 0°13'31" W |
| L6 | 10.00 | N 0°13'31" E |
| L7 | 50.00 | N 89°46'29" W |

I hereby certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.

Loyd W Carpenter — 10-20-22

LOYD W. CARPENTER, PLS #26012 — DATE

ALABAMA LICENSED LAND SURVEYOR NO. 26012 PROFESSIONAL LAND SURVEYOR LOYD W. CARPENTER

GARVER
5125A Research Drive
Huntsville, AL 35805
(256) 534-5512

OWNER:
LOST BOYS LAND CO LLC
520 MADISON ST SUITE A
HUNTSVILLE AL, 35801

| REV. | DATE | DESCRIPTION | BY |
|---|---|---|---|

WILSON COVE SUBDIVISION PHASE 2 A RESUBDIVISION OF TRACT 1 OF WILSON COVE PHASE 1 DOCUMENT #2018-00001436

SECTION 33, TOWNSHIP 4 SOUTH, RANGE 2 EAST OF THE HUNTSVILLE MERIDIAN (MADISON COUNTY, AL)

EASEMENT TO BE VACATED

JOB NO.: 18058040
DATE: OCT 2022
CHECKED BY: LWC
DRAWN BY: SRP

BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

DRAWING NUMBER

SHEET NUMBER

JELamb/rjgh 10/20/2022 1:37:25 PM
W:\WORKSPACE\Survey\2012
L:\2018\18058040 - Wilson Cove Ph2\Survey\2020\Easement Vacate\WILSON COVE PH2 EASEMENT VACATE MAP.dgn

**ADOPTED** this the 15th day of December, 2022.

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

**APPROVED** this the 15th day of December, 2022.

_____
Mayor of the City of
Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** 2022-1109

**Department: City Attorney**

**Subject:** **Type of Action:** Approval/Action

Sewer Line Easement - Acquired November 18, 2022, Beadle Lane, LLC

**Finance Information:**

**Account Number:** NA

**City Cost Amount:** NA

**Total Cost:** NA

**Special Circumstances:**

**Grant Funded:** NA

**Grant Title - CFDA or granting Agency:** NA

**Resolution #:** NA

**Location:**

**Address:** NA

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

**Additional Comments:**

Prepared by and return to:
Christopher M. Gill, Esq.
Hand Arendall Harrison Sale LLC
P.O. Box 123
Mobile, AL 36601

**STATE OF ALABAMA )**
**COUNTY OF MADISON )**

## GRANT OF SEWER LINE EASEMENT

**THIS GRANT OF SEWER LINE EASEMENT** (this "Agreement") is made as of the 18th day of November, 2022, by **BEADLE LANE, L.L.C.,** a Delaware limited liability company ("Grantor"), to and for the benefit of the **CITY OF HUNTSVILLE, ALABAMA,** a municipal corporation ("Grantee").

**WITNESSETH:**

**WHEREAS,** Grantor is the fee simple owner of certain real property located in Huntsville, Madison County, Alabama described and depicted on **Exhibit A** attached hereto (the "Easement Area"); and

**WHEREAS,** Grantor has agreed to grant to Grantee, a perpetual, non-exclusive easement to permit the construction, installation, operation, ownership, maintenance, repair and/or replacement (as applicable) of a sanitary sewer line within the Easement Area for the benefit of Grantee and the general public.

**NOW, THEREFORE,** for and in consideration of the premises hereof, the sum of TEN NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant, stipulate and agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee a perpetual, non-exclusive easement (the "Easement") over and across the Easement Area, which shall inure to the benefit of Grantee to permit Grantee to construct, install, operate, own, maintain, repair and/or replace (as applicable) a sanitary sewer line for the benefit of the public. Grantee shall maintain and repair any improvements constructed or installed by Grantee in the Easement Area in accordance with applicable laws and City of Huntsville standards.

2. Duration. The Easement may not be changed, amended, modified, canceled or terminated except by an instrument in writing executed by Grantor and Grantee or their respective successors or assigns. The Easement shall be perpetual in duration.

3. Entire Agreement. This Agreement constitutes the entire agreement and understanding between Grantor and Grantee relating to the subject matter hereof. The invalidity

of any one of the covenants, agreements, conditions, or provisions of this Agreement, or any portion hereof shall not affect the remaining portions hereof or any other part hereof, and this Agreement shall be construed as if such covenant, agreement, condition or provision had not been included herein.

4. Binding Effect. With or without specific reference thereto, the conveyance of an interest in any portion of the Easement Area shall be subject to the respective burdens and benefits of the Easement hereby created and granted and the terms of this Agreement to the same extent as if all of the terms of this Agreement were set forth in such conveyance in full. The easements, covenants, agreements and conditions contained or expressed herein shall run with the land and shall be binding upon and inure to the benefit of the owners of all or any portion of the Easement Area and its mortgagees, any purchaser at a foreclosure sale, each of the successors and assigns of all such parties, as well as the agents, employees, tenants, invitees and licensees of each of them.

5. Applicable Law. This Agreement shall be interpreted and construed under the laws of the State of Alabama.

**[SIGNATURES ON THE FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the undersigned has duly executed this Agreement effective as of the day and year first above written, even if actually executed on the date or dates reflected below as a matter of convenience only.

**BEADLE LANE, L.L.C.**, a Delaware limited liability company

By: _____
Louis W. Breland
As Its Manager

**STATE OF ALABAMA** )
**COUNTY OF MADISON** )

I, the undersigned, Notary Public in and for said County in said State, hereby certify that **Louis W. Breland**, whose name as Manager of **BEADLE LANE, L.L.C.**, a Delaware limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he executed the same voluntarily for said limited liability company.

Given under my hand this the 18th day of November, 2022.

Patricia Acker
NOTARY PUBLIC
My Commission Expires: 1/21/24

[NOTARIAL SEAL]






8419732v1

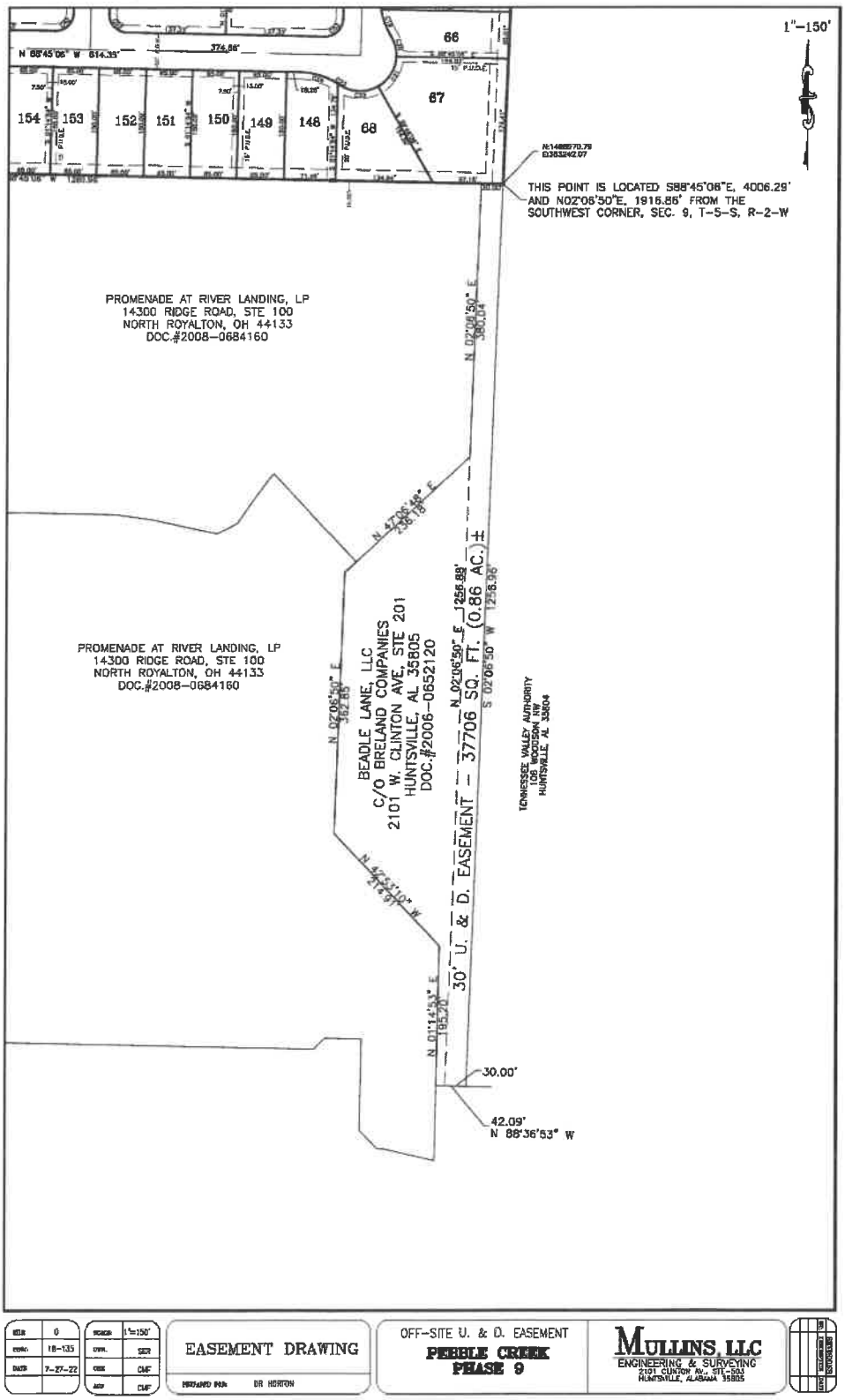
**EXHIBIT "A"**
**The Easement Area**

The Easement Area is described as follows:

ALL THAT PART OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 9, THENCE SOUTH 88 DEGRES 45 MINUTES 06 SECONDS EAST, 4006.29 FEET TO A POINT; THENCE NORTH 02 DEGREES 06 MINUTES 50 SECONDS EAST, 1916.86 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE FROM THE POINT OF BEGINNING NORTH 88 DEGREES 45 MINUTES 06 SECONDS WEST, 30.00 FEET TO A POINT; THENCE SOUTH 02 DEEGREES 06 MINUTES 50 SECONDS WEST, 1256.88 FEET TO A POINT; THENCE SOUTH 88 DEGREES 36 MINUTES 53 SECONDS EAST, 30.00 FEET TO A POINT; THENCE NORTH 02 DEGREES 06 MINUTES 50 SECONDS EAST, 1256.96 FEET TO THE POINT OF BEGINNING AND CONTAINING 37706 SQUARE FEET (0.86 AC.) MORE OR LESS.

The Easement Area is also depicted as follows:






8419732v1

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** 2022-1094

**Department:** **Natural Resources**

**Subject:** **Type of Action:** Introduction

Introduction of an Ordinance amending the Code of Ordinances of the City of Huntsville, Alabama, Chapter 13, Fire Prevention and Protection, Article III, Open Burning, Division 2, Open Burning Permit and Safety, Section 13-84, Permit fees, to increase the Open Burning Permit Fee from $100.00 to $250.00.

Ordinance 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:**

**Address:** N/A
**District:** District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

**Additional Comments:**
Open Burning Fees are defined in two different documents: this Ordinance and the City of Huntsville's Air Pollution Control Rules and Regulations. Fee changes are included in the Rules and Regulations updates that are set for a December 15, 2022 Public Hearing. For consistency, the Permit fees must be updated in this Ordinance as well.

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/1/2022 **File ID:** TMP-2175

**Department:** **Natural Resources**

**Subject:** **Type of Action:** Introduction

Introduction of an Ordinance amending the Code of Ordinances of the City of Huntsville, Alabama, Chapter 13, Fire Prevention and Protection, Article III, Open Burning, Division 2, Open Burning Permit and Safety, Section 13-84, Permit fees, to increase the Open Burning Permit Fee from $100.00 to $250.00.

Ordinance 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:**

**Address:** N/A
**District:** District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

**Additional Comments:**
Open Burning Fees are defined in two different documents: this Ordinance and the City of Huntsville's Air Pollution Control Rules and Regulations. Fee changes are included in the Rules and Regulations updates that are set for a December 15, 2022 Public Hearing. For consistency, the Permit fees must be updated in this Ordinance as well.

ORDINANCE NO. 22-_____

**BE IT ORDAINED** by the City Council of the City of Huntsville, Alabama as follows:

**Section 1.** Section 13-84 of Article III ("Open Burning") of Chapter 13 ("Fire Prevention and Protection") of the Code of Ordinances of the City of Huntsville shall be and is hereby amended to read as follows:

**Sec. 13-84. Permit fees.**

(a) Open burning permit fees in the amount of ~~$100.00~~ $250.00 per permit shall be paid at the time of application. Fees shall be made payable to the city and shall be nonrefundable.

(b) Safety permits shall be issued at no charge to the applicant.

**Section 2.** That all ordinances or parts of ordinances in conflict with this ordinance as herein amended are hereby repealed.

**ADOPTED** this the 10th day of November, 2022

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

**APPROVED** this the 10th day of November, 2022

_____
Mayor of the City of Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** 2022-1095

**Department:** City Council

**Subject:** **Type of Action:** Introduction

Introduction of Ordinance amending the Code of Ordinances of the City of Huntsville, Alabama, Chapter 2, Administration, Article III, City Council, Division 2, Council Rules, Section 97, Rule 6, Order of Business - Public Comments.

Ordinance No.

**Does this item need to be published?** **Yes**

If yes, please list preferred date(s) of publication: If adopted, December 23, 2022.

**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:**
N/A

**ORDINANCE NO: 22- _____**

**BE IT ORDAINED** by the City Council of the City of Huntsville, Alabama as follows:

**Section 1.** Subsection (11) of Section 2-97 (Rule 6. Order of Business) is hereby amended to read as follows:

(11) Public comments (first-roster communications).

a. Anyone wishing to address the council on any matter or agenda item shall register to speak on the public communications roster prior to the meeting. The roster will be available for sign-up immediately prior to the meeting, or the person wishing to speak may register by contacting the council office during regular business hours on the day of the meeting.

b. Each speaker shall state their name, home address, and city of residence for the record, or name and city of residence only if the home address was provided on the public comments roster. Each speaker may address the council for three minutes. The city clerk-treasurer or presiding officer shall be responsible for keeping time on each speaker. This time is provided for making comments to the city council or bringing items to the attention of the city council, relating to City business, whether or not such items are on the meeting agenda. Speakers shall not be permitted to enter into a dialogue with councilmembers or City staff and shall refrain from making comments regarding the good name and character of any individuals. Non-agenda items which cannot be resolved within the three-minute time limit may either be referred to the City administration or, at the request of a councilmember, be scheduled for discussion in a separate meeting. Any extension of time beyond the three-minute limit shall require approval of a majority of the council.

**Section 2.** Subsection (22) of Section 2-97 (Rule 6. Order of Business) is hereby amended to read as follows:

(22) Public comments (second-roster communications).

a. Anyone who did not have the opportunity to address the council on any matter or agenda item during the public comments portion of the meeting may sign a second public comments roster prior to the conclusion of subsection (20) in this section.

b. Each speaker shall state their name, home address, and city of residence for the record, or name and city of residence only if the home address was provided on the second public comments roster. Each speaker may address the council for three minutes. The city clerk-treasurer or presiding officer shall be responsible for keeping time on each speaker. This time is provided for making comments to the city council or bringing items to the attention of the city

council relating to City business, whether or not such items are on the meeting agenda. Speakers shall not enter into a dialogue with councilmembers or City staff and should refrain from making comments regarding the good name and character of any individuals. Items which cannot be resolved within the three-minute time limit may either be referred to the City administration or, at the request of a councilmember, be scheduled for discussion in a separate meeting. Any extension of time beyond the three-minute limit shall require approval of a majority of the council.

**Section 3.** The severability provisions of section 1-8 of the Code of Ordinances of the City of Huntsville, Alabama are specifically included herein by reference as if fully set forth.

**Section 4.** This Ordinance shall become effective upon its adoption and publication.

**ADOPTED** this the _____ day of _____, 2022.

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

**APPROVED** this the _____ day of _____, 2022.

_____
Mayor of the City of
Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** 2022-1110

**Department:** Finance

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing travel expenses.

Resolution No.

**Does this item need to be published?** **No**

If yes, please list preferred date(s) of publication: _____

**Finance Information:**

**Account Number:** Varies

**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:**

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** TMP-2391

**Department:** Finance

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing travel expenses.

Resolution No.

**Does this item need to be published?** **No**

If yes, please list preferred date(s) of publication: _____

**Finance Information:**

**Account Number:** Varies

**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. 22 - _____**

**WHEREAS,** the Finance Director has reviewed and submits for approval the attached itemized statements of travel expenses from city officials and employees. This resolution and the supporting documents are on file in the Office of the City Clerk-Treasurer.

**BE IT RESOLVED,** that the City Council of the City of Huntsville, Alabama, hereby approves the travel expense reports herein submitted.

**ADOPTED** this the 15th day of December, 2022.

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

**APPROVED** this the 15th day of December, 2022.

_____
Mayor of the City of
Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** 2022-1111

**Department:** Finance

**Subject:** **Type of Action:** Approval/Action

Resolution authorizing the acceptance of donations.

Resolution No.

**Does this item need to be published?** **No**

If yes, please list preferred date(s) of publication: _____

**Finance Information:**

**Account Number:** See comments below.

**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:**

$14,660.00 - Donations for support of Jazz in the Park (Administration):

| | |
|---|---|
| State of Alabama | $2,600.00 |
| Madison County Legislative Delegation | $2,500.00 |
| Acacia Moore | $2,500.00 |

| | |
|---|---|
| Gregory L. Knight | $1,000.00 |
| Second to None Lawn Services | $1,000.00 |
| Off Sheet Music | $500.00 |
| Randis Music | $500.00 |
| Fork Knife Spoon Mobile Food Service | $450.00 |
| Toni Terrel & T Mill | $250.00 |
| Badd Newz BBQ LLC | $150.00 |
| Delicious | $150.00 |
| Mr. Mop It BBQ | $150.00 |
| TH Harris Enterprise | $150.00 |
| Melvin Pearson DBA O Taste & See BBQ | $150.00 |
| Michelle's Chocolate Lab | $150.00 |
| Mac and Snacks LLC | $150.00 |
| New South Hot Dog LLC | $150.00 |
| Park & Perk LLC | $150.00 |
| Billy Ray Green/DBA Cream on Wheels | $150.00 |
| Forever Grateful LLC | $150.00 |
| Green House 256 LLC | $150.00 |
| Huntsville Rehabilitation Foundation | $1,260.00 |
| Latricia Denise Glass | $150.00 |
| Big John's | $150.00 |

$180.00 - Donation from Rock-it Bonspiel (Elizabeth Tanner and Shane Stewart) (Fire & Rescue).

Donations for 4 tanks for training props from the Huntsville Utilities with no dollar value (Fire & Rescue).

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** TMP-2393

**Department:** Finance

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the acceptance of donations.

Resolution No.

**Does this item need to be published?** **No**

If yes, please list preferred date(s) of publication: _____

**Finance Information:**

**Account Number:** See comments below.

**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:**

$14,660.00 - Donations for support of Jazz in the Park (Administration):

| | |
|---|---|
| State of Alabama | $2,600.00 |
| Madison County Legislative Delegation | $2,500.00 |
| Acacia Moore | $2,500.00 |

| | |
|---|---|
| Gregory L. Knight | $1,000.00 |
| Second to None Lawn Services | $1,000.00 |
| Off Sheet Music | $500.00 |
| Randis Music | $500.00 |
| Fork Knife Spoon Mobile Food Service | $450.00 |
| Toni Terrel & T Mill | $250.00 |
| Badd Newz BBQ LLC | $150.00 |
| Delicious | $150.00 |
| Mr. Mop It BBQ | $150.00 |
| TH Harris Enterprise | $150.00 |
| Melvin Pearson DBA O Taste & See BBQ | $150.00 |
| Michelle's Chocolate Lab | $150.00 |
| Mac and Snacks LLC | $150.00 |
| New South Hot Dog LLC | $150.00 |
| Park & Perk LLC | $150.00 |
| Billy Ray Green/DBA Cream on Wheels | $150.00 |
| Forever Grateful LLC | $150.00 |
| Green House 256 LLC | $150.00 |
| Huntsville Rehabilitation Foundation | $1,260.00 |
| Latricia Denise Glass | $150.00 |
| Big John's | $150.00 |

$180.00 - Donation from Rock-it Bonspiel (Elizabeth Tanner and Shane Stewart) (Fire & Rescue).

Donations for 4 tanks for training props from the Huntsville Utilities with no dollar value (Fire & Rescue).

**RESOLUTION NO. 22 - _____**

**WHEREAS**, authorization for the acceptance of the following donations is requested:

Donations for support of Jazz in the Park in the total amount of $14,660.00 from:

| | |
|---|---|
| State of Alabama | $2,600.00 |
| Madison County Legislative Delegation | $2,500.00 |
| Acacia Moore | $2,500.00 |
| Gregory L. Knight | $1,000.00 |
| Second to None Lawn Services | $1,000.00 |
| Off Sheet Music | $500.00 |
| Randis Music | $500.00 |
| Fork Knife Spoon Mobile Food Service | $450.00 |
| Toni Terrel & T Mill | $250.00 |
| Badd Newz BBQ LLC | $150.00 |
| Delicious | $150.00 |
| Mr. Mop It BBQ | $150.00 |
| TH Harris Enterprise | $150.00 |
| Melvin Pearson DBA O Taste & See BBQ | $150.00 |
| Michelle's Chocolate Lab | $150.00 |
| Mac and Snacks LLC | $150.00 |
| New South Hot Dog LLC | $150.00 |
| Park & Perk LLC | $150.00 |
| Billy Ray Green/DBA Cream on Wheels | $150.00 |
| Forever Grateful LLC | $150.00 |
| Green House 256 LLC | $150.00 |
| Huntsville Rehabilitation Foundation | $1,260.00 |
| Latricia Denise Glass | $150.00 |
| Big John's | $150.00 |

Donation for Huntsville Fire & Rescue department in the amount of $180.00 from Rock-it Bonspiel (Elizabeth Tanner and Shane Stewart).

Donations for Fire & Rescue department 4 tanks for training props from the Huntsville Utilities with no dollar value.

**BE IT RESOLVED**, that the City Council of the City of Huntsville, Alabama, makes no commitment with respect to any further consideration as a result of the aforesaid donation, but that the City Council does offer its sincere appreciation for the above said donation.

**ADOPTED** this the 15th day of December, 2022.

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

**APPROVED** this the 15th day of December, 2022.

Mayor of the City of
Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** 2022-1112

**Department:** Finance

**Subject:** **Type of Action:** Unanimous Consent

Ordinance amending Budget Ordinance No. 22-736, by changing appropriated funding for various departments and funds.

**Type of Document:** Ordinance No.

**Does this item need to be published?** **No**

If yes, please list preferred date(s) of publication: _____

**Finance Information:**

**Account Number:** See comments below.

**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:**

**Address:** N/A

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

**Additional Comments:**

$200,000.00 - Establish an appropriation to the Benton H. Wilcoxon Municipal Ice Complex for capital projects funded by a transfer from 1% Lodging Tax 2003 Fund.

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** TMP-2246

**Department:** Finance

**Subject:** **Type of Action:** Unanimous Consent

Ordinance amending Budget Ordinance No. 22-736, by changing appropriated funding for various departments and funds.

**Type of Document:** Ordinance No.

**Does this item need to be published?** **No**

If yes, please list preferred date(s) of publication: _____

**Finance Information:**

**Account Number:** See comments below.

**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:**

**Address:** N/A

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

**Additional Comments:**

$200,000.00 - Establish an appropriation to the Benton H. Wilcoxon Municipal Ice Complex for capital projects funded by a transfer from 1% Lodging Tax 2003 Fund.

**ORDINANCE NO. 22 – _____**

**BE IT ORDAINED** by the City Council of the City of Huntsville, Alabama, that Budget Ordinance No. 22-736, adopted and approved on September 22, 2022, is hereby amended as follows:

In the GENERAL FUND:

Establish an appropriation to the Benton H. Wilcoxon Municipal Ice Complex in the amount of $200,000.00 for capital projects funded by a transfer from 1% Lodging Tax 2003 Fund.

**ADOPTED** this the 15th day of December, 2022.

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

**APPROVED** this the 15th day of December, 2022.

_____
Mayor of the City of
Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** 2022-1113

**Department:** Finance

**Subject:** **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into agreements with the low bidders meeting specifications as outlined in the attached Summary of Bids for Acceptance.

Resolution No.

**Does this item need to be published?** **No**

If yes, please list preferred date(s) of publication: _____

**Finance Information:**

**Account Number:** See additional comments below.

**City Cost Amount: $** Various based on Contract pricing structures.

**Total Cost: $** Various based on Contract pricing structures.

**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:**
Standard periodic bid utilizes by various departments.
Update of Bids:

Swarco Industries LLC - Traffic Striping & Marking Materials (Traffic Engineering)

Ennis-Flint, Inc. - Traffic Striping & Marking Materials (Traffic Engineering)

Texas Wire and Cable LLC - Traffic Signal Cable (Traffic Engineering)

Clyde Armory, Inc. - SWAT Rifles (Police) $30,843.00

TJM Tire LLC dba Kelly's Tire Service - Tires and Tire Repair

Mobile Communications America, Inc. - Automotive Lighting Associated Equipment & Installation/Removal Services

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** TMP-2395

**Department:** Finance

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into agreements with the low bidders meeting specifications as outlined in the attached Summary of Bids for Acceptance.

Resolution No.

**Does this item need to be published?** **No**

If yes, please list preferred date(s) of publication: _____

**Finance Information:**

**Account Number:** See additional comments below.

**City Cost Amount:** **$** Various based on Contract pricing structures.

**Total Cost:** **$** Various based on Contract pricing structures.

**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:**

Standard periodic bid utilizes by various departments.

Update of Bids:

Swarco Industries LLC - Traffic Striping & Marking Materials (Traffic Engineering)

Ennis-Flint, Inc. - Traffic Striping & Marking Materials (Traffic Engineering)

Texas Wire and Cable LLC - Traffic Signal Cable (Traffic Engineering)

Clyde Armory, Inc. - SWAT Rifles (Police) $30,843.00

TJM Tire LLC dba Kelly's Tire Service - Tires and Tire Repair

Mobile Communications America, Inc. - Automotive Lighting Associated Equipment & Installation/Removal Services

**RESOLUTION NO. 22 - _____**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, the Mayor be, and he is authorized to accept the low bids meeting specifications and effectuate the following agreements on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreements are substantially in words and figures similar to those certain documents attached hereto and identified herein below. An executed copy of said documents being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND:

| VENDOR | COMMODITY/SERVICE | AGREEMENT |
|---|---|---|
| Swarco Industries LLC | Traffic Striping and Marking Materials | One Year W/Extensions |
| Ennis-Flint, Inc. | Traffic Striping and Marking Materials | One Year W/Extensions |
| Texas Wire and Cable LLC | Traffic Signal Cable | One Year W/Extensions |
| Clyde Armory, Inc. | SWAT Rifles | One Year W/Extensions |
| TJM Tire LLC dba Kelly's Tire Service | Tires and Tire Repair | One Year W/Extensions |
| Mobile Communications America, Inc. | Automotive Lighting, Assoc. Equip & Installation/Removal Services | One Year W/Extensions |

**ADOPTED** this the 15th day of December, 2022.

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

**APPROVED** this the 15th day of December, 2022.

Mayor of the City of Huntsville, Alabama

HUNTSVILLE

Finance Department
Procurement Services Division

# CONTRACT/BID AWARD RECOMMENDATION FORM

**TO:** Procurement Services **DATE:** 11/30/22
**FROM:** Melinda Mills **DEPT:** Traffic Engineering
**BID #:** 10-2023-75 **COMMODITY/SERVICE:** Traffic Striping & Marking Materials

**AGREEMENT BETWEEN CITY OF HUNTSVILLE AND** Swarco Industries LLC

**RECOMMENDATION:** Traffic Engineering has reviewed all bids submitted and recommends Section 6 be awarded to Swarco Industries LLC.

| DESCRIPTION | PRICE | UOM | COMMENT |
|---|---|---|---|
| Section 6, Glass Spheres / Beads | .485 | LB | |
| | | | |
| | | | |
| Funding Sources | | | |
| 1000-75-75200-515340-00000000 | | | |
| 3020-75-00000-529000-00000000 | | | |
| Various Engineering Dept Project Accounts | | | |

**INITIAL PURCHASE:** As Needed
**FUNDING SOURCE:** See above note
**TERM OF CONTRACT:**
- ☐ One Time
- ☑ One Year w/ Additional One Year Extensions as Allowable by State Law
- ☐ One Year
- ☐ Three Months
- ☐ Other (Explain)

**APPROVALS:**

My staff and I have complied with all laws, regulations, City of Huntsville Procurement Rules, and the provisions of any contract and/or grant agreements applicable to this procurement process. In addition, my staff and I have not sought by collusion with the recommended Proposer/Bidder to obtain any advantage over any other Proposer/Bidder in this procurement.

NICHOLAS T NENE Digitally signed by NICHOLAS T NENE Date: 2022.11.30 12:19:34 -06'00' 11/30/22
Department Head Date

Tamara M. Yancy Digitally signed by Tamara M. Yancy Date: 2022.12.01 09:42:28 -06'00' 12/1/2022
Procurement Manager Date

Email completed form to Procurement@huntsvilleal.gov

HUNTSVILLE

Tommy Battle
Mayor
**City of Huntsville, Alabama**
Finance Department
Procurement Services Division

# Invitation For Bids
# Traffic Striping and Marking Materials

| | |
|---|---|
| Invitation for Bid #: | 10-2023-75 |
| Issue Date: | October 31, 2022 |
| Bid Bond Requirements: | No, a Bid Bond is not required |
| Certificate of Insurance Requirements: | Yes, a Certificate of Insurance is Required |
| Pre-Bid Teleconference Date and Time: | N/A |
| Pre-Bid Conference Date: | N/A |
| Deadline for Questions Date: | November 15, 2022 @ 2:00 PM<br>All questions must be submitted in writing to erin.motes@huntsvilleal.gov |
| IFB Closing Date: | November 22, 2022 @ 2:00:00 PM |
| Post-Closing Bidder Teleconference Date: | N/A |
| Post-Closing Bidder Presentation/Demonstration Date: | NA |
| Procurement Services Contact: | Erin Motes<br>erin.motes@huntsvilleal.gov<br>(256) 427-5056<br>(256) 427-5059 fax |
| City Internet Site: | https://www.bidnetdirect.com/alabama/cityofhuntsville |
| IFB E-Documents: | N/A |
| Bid Copies to be Submitted | 1 Original, 1 Copy |
| City File Reference: | Traffic Striping and Marking Materials 2023 |

# APPENDIX D
# DETAILED REQUIREMENTS CHECKLIST

The following specifications are being provided to potential bidders as guidelines which describe the minimum type and quality of material the City of Huntsville is requiring. The Bidder must indicate compliance or list exceptions to each specification item for consideration and/or acceptance. **Failure** to comply with this provision shall be cause for rejection of the bid as non-responsive.

| | Specification | Vendor Compliance | |
|---|---|---|---|
| **I.** | **General** | **YES** | **NO** |
| 1.1 | The following are considered minimum specifications and bidder must indicate compliance or list all exceptions for our consideration and/or acceptance. All items not clearly noted or specified will be evaluated as exceptions. Failure to comply with this provision will be cause for rejection of the bid. | x | |
| 1.2 | These specifications are intended to describe TRAFFIC STRIPING AND MARKING MATERIALS manufactured as required by the Manual of Uniform Traffic Control Devices, standards, and meeting the latest edition State of Alabama Department of Transportation Specifications for Highway Construction and latest edition of AASHTO. | x | |
| 1.3 | All prices F.O.B. Traffic Engineering, 2100 Clinton Avenue, Huntsville, Alabama 35805 | x | |
| 1.4 | For award of bid, the lowest bid is defined as that bid that is the lowest individually for each of the seven sections of the bid. (Section 2-8). | x | |
| 1.5 | City of Huntsville intends on awarding to one or multiple vendors based on lowest bid for each of the seven sections of the bid. (Section 2-8). | x | |
| 1.6 | Any bidder may no bid any item, but in order to be considered for award of one of the eight sections of the bid, the bidder must bid every line item in a section. | x | |
| 1.7 | Warranty statements shall be provided. | x | |
| 1.8 | Successful bidder shall have a minimum of five (5) year experience in the manufacturing of items in this bid. Vendor may be required to demonstrate the ability to successfully manufacture one or more specific items as requested by City of Huntsville. If required to provide specific items, the vendor/bidder will have fifteen (15) calendar days from date of request from City of Huntsville to provide the sample item requested. | x | |
| **II.** | **Preformed Thermoplastic Pavement Markings** | **YES** | **NO** |
| | Premark heavy-duty intersection grade material or equal. | x | |
| 2.1 | Markings material shall be high-performance retroreflective preformed thermoplastic pavement markings for heavy traffic locations where maximum wear and tear will be experienced. | x | |
| 2.2 | Markings shall have uniformly distributed glass beads throughout the material so as the marking wears new beads are exposed. | x | |
| 2.3 | Markings shall be able to be applied at any road or air temperature. | x | |
| 2.4 | There shall be no preheating of the pavement to a specific temperature prior to application of the material. | x | |
| 2.5 | There shall be regularly spaced indents which shall provide a visual cue during application that the material has reached a molten state that will indicate satisfactory adhesion and proper bead embedment. The indents also shall provide a post application visual cue that the application procedures have been followed. | x | |
| 2.6 | Line Legends and Arrows are to be 125 mil thickness to ensure their desired service life and cost effectiveness. | x | |
| 2.7 | Material shall be available in 3 foot lengths and widths from 4 inches up to 24 inches. | x | |
| 2.8 | Bike Lane Markings shall provide a safe skid resistant and maximum retroreflective appearance. | x | |

| | | | |
|---|---|---|---|
| 2.9 | Bike Lane Markings shall be provided in a 90 mil thickness to minimize any rumble effect for bicyclists. | x | |
| 2.10 | Accessibilitly Markings shall be durable enough to last 6-8 times longer than painted surfaces. High visibility markings shall be ADA compliant and offer high skid resistance. | x | |
| **III.** | **Grandular Powdered Form Thermoplastic** | **YES** | **NO** |
| | Tuffline White Alkyd Modified Maleic Glycerol Ester of Rosin Thermoplastic Traffic Marking Material or Equal | x | |
| 3.1 | Product shall be durable thermoplastic pavement marking material that is oil and grease resistant. | x | |
| 3.2 | Product shall have Maleic modifications to the base resin that impart polar characteristics to the thermoplastic system which promote excellent retention of glass spheres. | x | |
| 3.3 | The conventional aliphatic C-5 hydrocarbon thermoplastic systems are not acceptable. | x | |
| 3.4 | Cold flow properties of are required to provide resistance to freeze thaw cracking. | x | |
| 3.5 | Color excellence, fluidity and heat stability using conventional application equipment with application over existing hydrocarbon and alkyd thermoplastic pavements markings is required. | x | |
| **IV.** | **Super Bundy Pads and Bituminous Adhesives** | **YES** | **NO** |
| 4.1 | Super Bundy pads 8" x 8" in packs of 80 shall adhere to large objects on horizontal surfaces. | | x |
| 4.2 | Super Bundy pads shall hold delineator posts, wheel stops, ceramic markers and raised pavement markers solidly in place under normal to heavy traffic conditions. | | x |
| 4.3 | Bituminous adhesive shall be provided in 55 lb blocks. | | x |
| 4.4 | Bituminous adhesive shall be impact resistance once in place. | | x |
| 4.5 | Bituminous adhesive shall easily melt and flow from a butiumious melter/applicator. | | x |
| **V.** | **Raised Pavement Markers** | **YES** | **NO** |
| 5.1 | Raised pavement markers shall be 3M or equal. | | x |
| 5.2 | Raised pavement markers shall be provided in mono-directional reflective and bi-directional reflective. | | x |
| 5.3 | Raised pavement markers shall be provided in 4" x 4" x 0.70" size and of varying colors as noted on the bid quantities document. | | x |
| **VI.** | **Glass Spheres / Beads** | **YES** | **NO** |
| 6.1 | Glass spheres shall be AASHTO Standard Type 1 Drop on application. | x | |
| 6.2 | Glass spheres shall be provided in 50 lb. moisture proof bags. | x | |
| **VII.** | **Traffic Striping Acrylic Waterborne Paint and 55 Gallon Lined Drums** | **YES** | **NO** |
| 7.1 | New, clean, empty 55 gallons drums shall be lined and include a lid with bung hole. Drums shall be specifically manufactured for the storage of acrylic waterborne paint. | | x |
| 7.2 | Acrylic waterborne traffic striping paint shall be lead free. | | x |
| 7.3 | Acrylic waterborne traffic striping paint shall be fast drying with the most advanced resin technology available even under humid conditions. | | x |
| 7.4 | Acrylic waterborne traffic striping paint shall have low VOC content and excellent glass sphere/bead retention. | | x |
| 7.5 | Acrylic waterborne traffic striping paint shall be same as approved product list for State of Alabama traffic striping bid. | | x |
| 7.6 | Acrylic waterborne traffic striping paint in white and lead free yellow shall be provided in 55 gallon drums. | | x |
| 7.7 | Acrylic waterborne traffic striping paint in handicap parking space blue shall be provided in 5 gallon buckets. | | x |
| **VIII.** | **Discount Percentage** | **YES** | **NO** |
| 8.1 | A discount percentage must be specified for items not specifically listed on the Bidder Pricing Form. | | x |

| | | | |
|---|---|---|---|
| 8.2 | Quotes must be submitted for all items not specifically listed in the bid. All quotes must contain the list price, the discount percentage and the discounted price. | | x |

# APPENDIX F
# BIDDER PRICING FORM

The City reserves the right to make an award in whole or part to one or more Bidders whenever deemed necessary and in the best interest of the City. Per Appendix B-Scope of Work & Related Information, bids will be evaluated on a category basis. All minimum quantities provided are considered to be estimates only.

Bidder must include in its Bid price all labor, supervision, materials, equipment, and tools of the trade required to meet the Contract requirements. Prices quoted shall be in U.S. Dollars, delivered prices, F.O.B. destination, exclusive of all federal or state excise, sales, and manufacturer's taxes. The City will not accept charges for transportation, handling, packaging, installation or out-of-pocket expense other than as specified in the Bid.

Prices quoted to the City shall remain firm for a minimum of ninety (90) days from the date of opening of the bid, unless so stated differently in the bid. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. The City will be protected against any increase above the price in the bid. Any bid containing an "Escalator Clause" will not be considered unless so stipulated in the Invitation for Bid. Discounts will be considered in determining the lowest responsible bidder, however, any payment term based on less than 30 days will not be considered. Discounts will be figured from the date of acceptance by the City regardless of date of delivery or invoice.

Bidder shall acknowledge receipt of all addenda in the space provided on the Bidder Pricing Form below. Failure to acknowledge receipt of addenda shall not relieve Bidder of full responsibility for all requirements contained in addenda.

**We acknowledge receipt of the following addenda: _____**

| ITEM | DESCRIPTION | UNIT | Estimated Quantities | PRICING |
|---|---|---|---|---|
| | | | | |
| | **REFERENCE SECTION 2 OF SPECS** | | | |
| 1 | PM125WH Q90' BD 4" x 3' WHITE LINE - 30 PIECES/PK PREMARK ITEM #PM600100 OR EQUAL | PACK | 2 packs | $ 94.81 /pk |
| 2 | PM125YW Q90' BD 4"X3' YELLOW LINE - 30 pieces/pk PREMARK ITEM #PM600101 OR EQUAL | PACK | 2 packs | $ 100.00/pk |
| 3 | PM125WH Q45' BD 8"X3' WHITE LINE - 15 pieces/pk PREMARK ITEM #PM600102 OR EQUAL | PACK | 5 packs | $ 94.28 /pk |
| 4 | PM125WH Q30' BD 12" WHITE LINE - 10 pieces/pk PREMARK ITEM #8431064 OR EQUAL | PACK | 50 packs | $ 94.81 /pk |
| 5 | PM125WH Q15' BD 24" WHITE LINE - 5 pieces/pk PREMARK ITEM #8430566 OR EQUAL | PACK | 100 packs | $ 94.28 /pk |

| | | | | |
|---|---|---|---|---|
| 6 | PM125WH Q2 BD 8' RGT TURN ARW - 2 arrows/pk PREMARK ITEM #8330241R OR EQUAL | PACK | 30 packs | $186.38 /pk |
| 7 | PM125WH Q1 BD 13'1" RGT COMBI ARW - 1 arrow/pk PREMARK ITEM #8330142R OR EQUAL | PACK | 20 packs | $ 168.44 /pk |
| 8 | PM125WH Q2 BD 8' LFT TURN ARW - 2 arrows/pk PREMARK ITEM #8330241L OR EQUAL | PACK | 30 packs | $186.38 /pk |
| 9 | PM125WH Q1 BD 13'1" LFT COMBI ARW - 1 arrow/pk PREMARK ITEM #8330142L OR EQUAL | PACK | 20 packs | $168.44 /pk |
| 10 | PM125WH BD 9'10" STR ARW 2/PK - 2 arrows/pk PREMARK ITEM #8330240 OR EQUAL | PACK | 30 packs | $ 160.61/pk |
| 11 | PM125WH Q1 BD 8' "ONLY" - 1 ONLY per/pk PREMARK ITEM #8130102 OR EQUAL | PACK | 75 packs | $ 133.60 /pk |
| 12 | PM125WH Q1 BD 16X20 RXR KIT PREMARK ITEM #PMK8130103A OR EQUAL | EACH | 20 packs | $ 255.84 /pk |
| 13 | PM90WH Q5 VG 6'X3'4" BIKE RIDER SYM LEFT FACING PREMARK ITEM #PM602006 OR EQUAL | PACK | 15 packs | $471.34/pk (3/per/pk) |
| 14 | PM90WH Q2 VG 4' "LANE" FHWA PREMARK ITEM #89150213HS OR EQUAL | PACK | 15 packs | $ 407.25/pk (4/per/pk) |
| 15 | PM90WH Q2 VG 6' BIKE STR ARW PREMARK ITEM #089330268HS OR EQUAL | PACK | 15 packs | $201.61 /pk (5/per/pk) |
| | **TOTAL SECTION 2** | | | $2818.18 |
| | | | | |
| | **REFERENCE SECTION 3 OF SPECS** | | | |
| 16 | WHITE ALKYD TUFFLINE AASHTO WHITE THERMOPLASTIC POWDER FOR SPRAY TYPE EQUIPMENT - 50 lb bags CROWN TECH ITEM #01-WAX-BADA OR EQUAL | TON | 4 tons | $ $1750.00/ton |
| | **TOTAL SECTION 3** | | | $1750.00 |

| | REFERENCE SECTION 4 OF SPECS | UNIT | ESTIMATED QUANTITIES | PRICING |
|---|---|---|---|---|
| 17 | BITUMINOUS ADHESIVE - 55lbs/Box | LB | 50 boxes or 2750 lbs | $ NO BID |
| 18 | PM 5"x5" BLACK BUNDY 140/pk PREMARK ITEM #8430055BK OR EQUAL | PACK | 2 packs | $ NO BID |
| 19 | PM 8"X8" SUPER BUNDY PADS 80/PK PREMRAK ITEM #8434056 OR EQUAL | PACK | 2 packs | $ NO BID |
| | **TOTAL SECTION 4** | | | $ NO BID |
| | | | | |
| | **REFERENCE SECTION 5 OF SPECS** | | | |
| 20 | 4" X 4" X 0.70H RAISED PAVEMENT REFLECTIVE MARKER TWO-WAY RED/WHITE WITH WHITE BODY, 3M ITEM #RPM-290-WR) OR EQUAL | EACH | 500 EACH | $ NO BID |
| 21 | 4" X 4" X 0.70H RAISED PAVEMENT REFLECTIVE MARKER ONE-WAY WHITE WITH WHITE BODY, 3M ITEM #RPM-290-W) OR EQUAL | EACH | 5000 | $ NO BID |
| 22 | 4" X 4" X 0.70H RAISED PAVEMENT REFLECTIVE MARKER TWO-WAY YELLOW/YELLOW WITH YELLOW BODY, 3M ITEM #RPM-291-2Y) OR EQUAL | EACH | 5000 | $ NO BID |
| | **TOTAL SECTION 5** | | | $ NO BID |

| | REFERENCE SECTION 6 OF SPECS | UNIT | ESTIMATED QUANTITIES | PRICING |
|---|---|---|---|---|
| 23 | GLASS SPHERES/BEADS, AASHTO STANDARD TYPE 1 IN 50 POUND BAGS DROP ON APPLICATION, 50# MOISTURE PROOF BAGS PROOF BAGS | LB | 10000 LBS | $ 0.485/lb. |
| | **TOTAL SECTION 6** | | | $ 0.485/lb. |

| | | | | |
|---|---|---|---|---|
| | **REFERENCE SECTION 7 OF SPECS** | | | |
| 24 | 55 GALLON LINED DRUM SHERWIN WILLIAMS ITEM #U55BR12912 OR EQUAL | EACH | 1 | $ NO BID |
| 25 | PAINT, ACRYLIC WATER BORNE, YELLOW TRAFFIC LINE PER LATEST ALDOT SPECIFICATIONS IN 55 GALLON DRUMS | GAL | 50 | $ NO BID |
| 26 | PAINT, ACRYLIC WATER BORNE, WHITE TRAFFIC LINE PER LATEST ALDOT SPECIFICATONIS IN 55 GALLON DRUMS | GAL | 50 | $ NO BID |
| | **TOTAL SECTION 7** | | | $ NO BID |

Discount percentage off list price for all manufacturer's catalog items not list on the Bidder Pricing Form: _____

This Price Bid Form is hereby submitted by the undersigned:

Swarco Industries LLC
Printed legal name of Bidder

Jon Sproul, President/GM
Printed name of individual/corporate officer/general partner/joint venturer AND Title

Signature

11/15/2022
Date

# APPENDIX H

## CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

**A. General Information.** Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): Swarco Industries LLC.
- City of Huntsville current taxpayer identification number (if available): _____. (Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

**B. Type of Ownership.** Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

| Type of Ownership (*check appropriate box*) | Entity I. D. Number & Applicable State |
|---|---|
| ☐ Individual or Sole Proprietorship | Not Applicable |
| ☐ General Partnership | Not Applicable |
| ☐ Limited Partnership (LP) | Number & State: |
| ☐ Limited Liability Partnership (LLP) | Number & State: |
| ☐ Limited Liability Company (LLC) (Single Member) | Number & State: |
| ☐ LLC (Multi-Member) | Number & State: |
| ☒ Corporation | Number & State: C1363945/CA |
| ☐ Other, please explain: | Number & State (if a filing entity under state law): |

**C. Entity I.D. Numbers.** If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: www.sos.state.al.us/, under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

**D. Formation Documents.** Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, ***are not required unless:*** (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

*Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.*

Signature: _____ Title (if applicable): President/GM

Type or legibly write name: Jon Sproul Date: 11/15/2022

Tre Hargett
Secretary of State

Division of Business Services
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

# Filing Information

Name: **Swarco Industries, LLC**

## General Information

| | | | |
|---|---|---|---|
| **SOS Control #** | **000846371** | Formation Locale: | CALIFORNIA |
| Filing Type: | Limited Liability Company - Foreign | Date Formed: | 12/26/2014 |
| | 04/29/2016 9:41 AM | Fiscal Year Close | 12 |
| Status: | Active | Member Count: | 1 |
| Duration Term: | Perpetual | | |
| Managed By: | Member Managed | | |

**Registered Agent Address**
CORPORATION SERVICE COMPANY
2908 POSTON AVE
NASHVILLE, TN 37203-1312

**Principal Address**
270 RUTHERFORD LN
COLUMBIA, TN 38401-5085

The following document(s) was/were filed in this office on the date(s) indicated below:

| Date Filed | Filing Description | Image # |
|---|---|---|
| 04/11/2022 | 2021 Annual Report | B1199-2552 |
| 04/02/2021 | 2020 Annual Report | B1014-6455 |
| 03/25/2020 | 2019 Annual Report | B0845-3840 |
| 02/21/2020 | Registered Agent Change (by Entity) | B0821-9791 |
| | Registered Agent First Name Changed From: JON To: No Value | |
| | Registered Agent Last Name Changed From: SPROUL To: No Value | |
| | Registered Agent Organization Name Changed From: No Value To: CORPORATION SERVICE COMPANY | |
| | Registered Agent Physical Address 1 Changed From: 270 RUTHERFORD LN To: 2908 POSTON AVE | |
| | Registered Agent Physical City Changed From: COLUMBIA To: NASHVILLE | |
| | Registered Agent Physical County Changed From: MAURY COUNTY To: DAVIDSON COUNTY | |
| | Registered Agent Physical Postal Code Changed From: 38401-5085 To: 37203-1312 | |
| 02/20/2019 | 2018 Annual Report | B0657-0495 |
| 03/09/2018 | 2017 Annual Report | B0512-6695 |
| 03/14/2017 | 2016 Annual Report | B0360-6351 |
| | Principal County Changed From: No value To: MAURY COUNTY | |
| 04/29/2016 | Initial Filing | B0238-4394 |
| 04/29/2016 | Duplicate Name Consent | B0238-4399 |

# Filing Information

Name: **Swarco Industries, LLC**

Entity Giving Consent Control # Changed From: No value To: 000179335

Entity Giving Consent Name Changed From: No value To: SWARCO INDUSTRIES, INC.

Consent Given to Control # Changed From: No value To: 000846371

Consent Given to Name Changed From: No value To: Swarco Industries, LLC

Consent Method Changed From: No value To: Will change name in 60 days or terminate

| Active Assumed Names (if any) | Date | Expires |
|---|---|---|

COPY

# APPENDIX C
# BIDDER INFORMATION & ACKNOWLEDGEMENTS

## 1. BIDDER INFORMATION

Business Organization

Name of Proposer (exactly as it would appear on an agreement):

Swarco Industries LLC

Doing-Business-As Name of Proposer:

Principal Office Address:

270 Rutherford Lane

Columbia, TN 38401

Telephone Number: 931-388-5900

Fax Number: 931-388-4039

Form of Business Entity [check one ("X")]

| | |
|---|---|
| Corporation | x |
| Partnership | |
| Individual | |
| Joint Venture | |
| Other (describe): | |

Corporation Statement

If a corporation, answer the following:

Date of incorporation: 10/16/1986

Location of incorporation: CA

The corporation is held: Publicly ___ Privately x

Names and titles of corporate officers:

Jon Sproul, President/GM

Carl McCollum, Vice-President

Frances Stockbridge, Secretary/Treasurer

Partnership Statement

If a partnership, answer the following:

Date of organization: _____
Location of organization: _____
The partnership is: General ___ Limited ___

Name, address, and ownership share of each general partner owning more than five percent (5%) of the partnership:

_____

_____

_____

_____

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: _____
Location of organization: _____
JV Agreement recorded? Yes ___ No ___

Name, address of each Joint Venturer and percent of ownership of each:

_____

_____

_____

_____

## 2. CITY OF HUNTSVILLE EMPLOYEE, MEMBER OF HOUSEHOLD OR BUSINESS ASSOCIATE

Code of Ala. 1975§36-25-11 requires that contracts entered into with a public official, a public employee, a member of the household of the public official or public employee, or a business with which a public official or public employee associates be filed with the Alabama Ethic Commission. If you are awarded the contract, and if you are a City employee, or if a member of your household is a City employee or public official, or if your business associates with a City employee or public official, you must comply with the provisions of Code al Ala. 1975§36-25-11.

City Employee — Yes _____ No x
If "Yes," Department _____

Member of Household City Employee — Yes _____ No x
If "Yes," Name (s) _____

Anyone associated with your company a City Employee — Yes _____ No x
If "Yes," Name (s) _____

## 3. CONTRACTOR E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as " the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in

accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2).

Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

"By signing this contract the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

## 4. ACKNOWLEDGEMENTS

**I hereby certify that I have read and understand the City of Huntsville's General Terms and Conditions. I hereby certify that I agree to comply with all of the General Terms and Conditions of this IFB. I also understand that the General Terms & Conditions are standard and that any contradicting requirements of the IFB supercede.**

**I affirm that I have not been in any agreement or collusion among Proposers or prospective Proposers in restraint of freedom of competition.**

**Upon award of this bid, I will not substitute any item on this bid under any circumstances.**

**By signing this submittal, the Bidder represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.**

Signature of Proposer

Jon Sproul, President/GM
Print or Type Name of Proposer

11/15/2022
Date

Swarco Industries LLC
Legal Name of Firm

PO Box 89
Mailing Address

Columbia, TN 38402
City State Zip Code

931-388-5900 931-388-4039
Phone Fax

roseann.meredith@swarco.com
Email Address

www.swarco.com/northamerica
Website Address

**Company ID Number:** 148734

## Approved by:

| **Employer** | |
|---|---|
| Swarco Industries, LLC | |
| Name (Please Type or Print)<br>Audrey R Morris | Title |
| Signature<br>Electronically Signed | Date<br>09/01/2008 |
| **Department of Homeland Security – Verification Division** | |
| Name (Please Type or Print)<br>USCIS Verification Division | Title |
| Signature<br>Electronically Signed | Date<br>09/01/2008 |

E-Verify

**Company ID Number:** 148734

| Information Required for the E-Verify Program<br>**Information relating to your Company:** | |
|---|---|
| Company Name | Swarco Industries, LLC |
| Company Facility Address | 270 Rutherford Lane<br>Columbia, TN 38401 |
| Company Alternate Address | PO Box 89<br>Columbia, TN 38402 |
| County or Parish | MAURY |
| Employer Identification Number | 330169259 |
| North American Industry Classification Systems Code | 339 |
| Parent Company | |
| Number of Employees | 20 to 99 |
| Number of Sites Verified for | 1 |

**Company ID Number:** 148734

**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

| | |
|---|---|
| TENNESSEE | 1 site(s) |

E-Verify

**Company ID Number:** 148734

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

| | |
|---|---|
| Name | Gary W Russell |
| Phone Number | (931) 388 - 5900 ext. 221 |
| Fax Number | (931) 388 - 4039 |
| Email Address | gary.russell@swarco.com |

HUNTSVILLE

Finance Department
Procurement Services Division

# CONTRACT/BID AWARD RECOMMENDATION FORM

**TO:** Procurement Services **DATE:** 11/30/22
**FROM:** Melinda Mills **DEPT:** Traffic Engineering
**BID #:** 10-2023-75 **COMMODITY/SERVICE:** Traffic Striping and Marking Materials

**AGREEMENT BETWEEN CITY OF HUNTSVILLE AND** Ennis-Flint, Inc

**RECOMMENDATION:** Traffic Engineering has reviewed all bids submitted and recommends Sections 2, 3, 4, 5 and 7 to be awarded to Ennis-Flint, Inc.

| DESCRIPTION | PRICE | UOM | COMMENT |
|---|---|---|---|
| Section 2, Preformed Thermoplastic Pavement Markings | $43,468.83 | LS | |
| Section 3, Granular Powdered Form Thermoplastic | $6,400.00 | LS | |
| Section 4, Super Bundy Pads and Bituminous Adhesives | $242.38 | LS | |
| Section 5, Raised Pavement Markers | $13,125.00 | LS | |
| Section 7, Traffic Striping Acrylic Waterborne Paint & 55 Gallon Lined Drums | $1,550.00 | LS | |
| | | | |
| | | | |

**INITIAL PURCHASE:** As Needed
**FUNDING SOURCE:** See 2nd page
**TERM OF CONTRACT:**

- ☐ One Time
- ☑ One Year w/ Additional One Year Extensions as Allowable by State Law
- ☐ One Year
- ☐ Three Months
- ☐ Other (Explain)

**APPROVALS:**

My staff and I have complied with all laws, regulations, City of Huntsville Procurement Rules, and the provisions of any contract and/or grant agreements applicable to this procurement process. In addition, my staff and I have not sought by collusion with the recommended Proposer/Bidder to obtain any advantage over any other Proposer/Bidder in this procurement.

NICHOLAS T NENE Digitally signed by NICHOLAS T NENE Date: 2022.11.30 12:20:11 -06'00' — 11/30/22
Department Head — Date

Tamara M. Yancy Digitally signed by Tamara M. Yancy Date: 2022.12.01 09:40:42 -06'00' — 12/1/2022
Procurement Manager — Date

Email completed form to Procurement@huntsvilleal.gov

HUNTSVILLE

Finance Department
Procurement Services Division

# CONTRACT/BID AWARD RECOMMENDATION FORM

## Continuation – Page 2

**TO:** Procurement Services
**FROM:** Melinda Mills
**BID #:** 10-2023-75
**DATE:** 11/30/22
**DEPT:** Traffic Engineering
**COMMODITY/SERVICE:** Traffic Striping and Marking Materials

| DESCRIPTION | PRICE | UOM | COMMENT |
|---|---|---|---|
| Funding Sources | | | |
| 1000-75-75200-515340-00000000 | | | |
| 3020-75-00000-529000-00000000 | | | |
| Various Engineering Dept. Project Accounts | | | |

HUNTSVILLE

Tommy Battle
Mayor
**City of Huntsville, Alabama**
Finance Department
Procurement Services Division

# Invitation For Bids
# Traffic Striping and Marking Materials

| | |
|---|---|
| Invitation for Bid #: | 10-2023-75 |
| Issue Date: | October 31, 2022 |
| Bid Bond Requirements: | No, a Bid Bond is not required |
| Certificate of Insurance Requirements: | Yes, a Certificate of Insurance is Required |
| Pre-Bid Teleconference Date and Time: | N/A |
| Pre-Bid Conference Date: | N/A |
| Deadline for Questions Date: | November 15, 2022 @ 2:00 PM<br>All questions must be submitted in writing to erin.motes@huntsvilleal.gov |
| IFB Closing Date: | November 22, 2022 @ 2:00:00 PM |
| Post-Closing Bidder Teleconference Date: | N/A |
| Post-Closing Bidder Presentation/Demonstration Date: | NA |
| Procurement Services Contact: | Erin Motes<br>erin.motes@huntsvilleal.gov<br>(256) 427-5056<br>(256) 427-5059 fax |
| City Internet Site: | https://www.bidnetdirect.com/alabama/cityofhuntsville |
| IFB E-Documents: | N/A |
| Bid Copies to be Submitted | 1 Original, 1 Copy |
| City File Reference: | Traffic Striping and Marking Materials 2023 |

# APPENDIX D
# DETAILED REQUIREMENTS CHECKLIST

The following specifications are being provided to potential bidders as guidelines which describe the minimum type and quality of material the City of Huntsville is requiring. The Bidder must indicate compliance or list exceptions to each specification item for consideration and/or acceptance. **Failure** to comply with this provision shall be cause for rejection of the bid as non-responsive.

| | Specification | Vendor Compliance | |
|---|---|---|---|
| | | YES | NO |
| **I.** | **General** | | |
| 1.1 | The following are considered minimum specifications and bidder must indicate compliance or list all exceptions for our consideration and/or acceptance. All items not clearly noted or specified will be evaluated as exceptions. Failure to comply with this provision will be cause for rejection of the bid. | X | |
| 1.2 | These specifications are intended to describe TRAFFIC STRIPING AND MARKING MATERIALS manufactured as required by the Manual of Uniform Traffic Control Devices, standards, and meeting the latest edition State of Alabama Department of Transportation Specifications for Highway Construction and latest edition of AASHTO. | X | |
| 1.3 | All prices F.O.B. Traffic Engineering, 2100 Clinton Avenue, Huntsville, Alabama 35805 | X | |
| 1.4 | For award of bid, the lowest bid is defined as that bid that is the lowest individually for each of the seven sections of the bid. (Section 2-8). | X | |
| 1.5 | City of Huntsville intends on awarding to one or multiple vendors based on lowest bid for each of the seven sections of the bid. (Section 2-8). | X | |
| 1.6 | Any bidder may no bid any item, but in order to be considered for award of one of the eight sections of the bid, the bidder must bid every line item in a section. | X | |
| 1.7 | Warranty statements shall be provided. | | |
| 1.8 | Successful bidder shall have a minimum of five (5) year experience in the manufacturing of items in this bid. Vendor may be required to demonstrate the ability to successfully manufacture one or more specific items as requested by City of Huntsville. If required to provide specific items, the vendor/bidder will have fifteen (15) calendar days from date of request from City of Huntsville to provide the sample item requested. | X | |
| **II.** | **Preformed Thermoplastic Pavement Markings** | **YES** | **NO** |
| | Premark heavy-duty intersection grade material or equal. | X | |
| 2.1 | Markings material shall be high-performance retroreflective preformed thermoplastic pavement markings for heavy traffic locations where maximum wear and tear will be experienced. | X | |
| 2.2 | Markings shall have uniformly distributed glass beads throughout the material so as the marking wears new beads are exposed. | X | |
| 2.3 | Markings shall be able to be applied at any road or air temperature. | X | |
| 2.4 | There shall be no preheating of the pavement to a specific temperature prior to application of the material. | X | |
| 2.5 | There shall be regularly spaced indents which shall provide a visual cue during application that the material has reached a molten state that will indicate satisfactory adhesion and proper bead embedment. The indents also shall provide a post application visual cue that the application procedures have been followed. | X | |
| 2.6 | Line Legends and Arrows are to be 125 mil thickness to ensure their desired service life and cost effectiveness. | X | |
| 2.7 | Material shall be available in 3 foot lengths and widths from 4 inches up to 24 inches. | X | |
| 2.8 | Bike Lane Markings shall provide a safe skid resistant and maximum retroreflective appearance. | X | |

| | | | |
|---|---|---|---|
| 2.9 | Bike Lane Markings shall be provided in a 90 mil thickness to minimize any rumble effect for bicyclists. | X | |
| 2.10 | Accessibilitly Markings shall be durable enough to last 6-8 times longer than painted surfaces. High visibility markings shall be ADA compliant and offer high skid resistance. | X | |
| **III.** | **Grandular Powdered Form Thermoplastic** | **YES** | **NO** |
| | Tuffline White Alkyd Modified Maleic Glycerol Ester of Rosin Thermoplastic Traffic Marking Material or Equal | X | |
| 3.1 | Product shall be durable thermoplastic pavement marking material that is oil and grease resistant. | X | |
| 3.2 | Product shall have Maleic modifications to the base resin that impart polar characteristics to the thermoplastic system which promote excellent retention of glass spheres. | X | |
| 3.3 | The conventional aliphatic C-5 hydrocarbon thermoplastic systems are not acceptable. | X | |
| 3.4 | Cold flow properties of are required to provide resistance to freeze thaw cracking. | X | |
| 3.5 | Color excellence, fluidity and heat stability using conventional application equipment with application over existing hydrocarbon and alkyd thermoplastic pavements markings is required. | X | |
| **IV.** | **Super Bundy Pads and Bituminous Adhesives** | **YES** | **NO** |
| 4.1 | Super Bundy pads 8" x 8" in packs of 80 shall adhere to large objects on horizontal surfaces. | X | |
| 4.2 | Super Bundy pads shall hold delineator posts, wheel stops, ceramic markers and raised pavement markers solidly in place under normal to heavy traffic conditions. | X | |
| 4.3 | Bituminous adhesive shall be provided in 55 lb blocks. | | No bid |
| 4.4 | Bituminous adhesive shall be impact resistance once in place. | | No bid |
| 4.5 | Bituminous adhesive shall easily melt and flow from a butiumious melter/applicator. | | No bid |
| **V.** | **Raised Pavement Markers** | **YES** | **NO** |
| 5.1 | Raised pavement markers shall be 3M or equal. | X | |
| 5.2 | Raised pavement markers shall be provided in mono-directional reflective and bi-directional reflective. | X | |
| 5.3 | Raised pavement markers shall be provided in 4" x 4" x 0.70" size and of varying colors as noted on the bid quantities document. | | 4.55"x 3.2" x.66" |
| **VI.** | **Glass Spheres / Beads** | **YES** | **NO** |
| 6.1 | Glass spheres shall be AASHTO Standard Type 1 Drop on application. | | No bid |
| 6.2 | Glass spheres shall be provided in 50 lb. moisture proof bags. | | No bid |
| **VII.** | **Traffic Striping Acrylic Waterborne Paint and 55 Gallon Lined Drums** | **YES** | **NO** |
| 7.1 | New, clean, empty 55 gallons drums shall be lined and include a lid with bung hole. Drums shall be specifically manufactured for the storage of acrylic waterborne paint. | X | |
| 7.2 | Acrylic waterborne traffic striping paint shall be lead free. | | |
| 7.3 | Acrylic waterborne traffic striping paint shall be fast drying with the most advanced resin technology available even under humid conditions. | X | |
| 7.4 | Acrylic waterborne traffic striping paint shall have low VOC content and excellent glass sphere/bead retention. | X | |
| 7.5 | Acrylic waterborne traffic striping paint shall be same as approved product list for State of Alabama traffic striping bid. | X | |
| 7.6 | Acrylic waterborne traffic striping paint in white and lead free yellow shall be provided in 55 gallon drums. | X | |
| 7.7 | Acrylic waterborne traffic striping paint in handicap parking space blue shall be provided in 5 gallon buckets. | X | |
| **VIII.** | **Discount Percentage** | **YES** | **NO** |
| 8.1 | A discount percentage must be specified for items not specifically listed on the Bidder Pricing Form. | | X |

| | | | |
|---|---|---|---|
| 8.2 | Quotes must be submitted for all items not specifically listed in the bid. All quotes must contain the list price, the discount percentage and the discounted price. | | X |

# APPENDIX F
# BIDDER PRICING FORM

The City reserves the right to make an award in whole or part to one or more Bidders whenever deemed necessary and in the best interest of the City. Per Appendix B-Scope of Work & Related Information, bids will be evaluated on a category basis. All minimum quantities provided are considered to be estimates only.

Bidder must include in its Bid price all labor, supervision, materials, equipment, and tools of the trade required to meet the Contract requirements. Prices quoted shall be in U.S. Dollars, delivered prices, F.O.B. destination, exclusive of all federal or state excise, sales, and manufacturer's taxes. The City will not accept charges for transportation, handling, packaging, installation or out-of-pocket expense other than as specified in the Bid.

Prices quoted to the City shall remain firm for a minimum of ninety (90) days from the date of opening of the bid, unless so stated differently in the bid. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. The City will be protected against any increase above the price in the bid. Any bid containing an "Escalator Clause" will not be considered unless so stipulated in the Invitation for Bid. Discounts will be considered in determining the lowest responsible bidder, however, any payment term based on less than 30 days will not be considered. Discounts will be figured from the date of acceptance by the City regardless of date of delivery or invoice.

Bidder shall acknowledge receipt of all addenda in the space provided on the Bidder Pricing Form below. Failure to acknowledge receipt of addenda shall not relieve Bidder of full responsibility for all requirements contained in addenda.

**We acknowledge receipt of the following addenda:** No Addenda

| ITEM | DESCRIPTION | UNIT | Estimated Quantities | PRICING |
|---|---|---|---|---|
| | | | | |
| | **REFERENCE SECTION 2 OF SPECS** | | | |
| 1 | PM125WH Q90' BD 4" x 3' WHITE LINE - 30 PIECES/PK PREMARK ITEM #PM600100 OR EQUAL | PACK | 2 packs | $ 59.84/PK ($119.68 extended total) |
| 2 | PM125YW Q90' BD 4"X3' YELLOW LINE - 30 pieces/pk PREMARK ITEM #PM600101 OR EQUAL | PACK | 2 packs | $ 64.10/PK ($128.20 extended total) |
| 3 | PM125WH Q45' BD 8"X3' WHITE LINE - 15 pieces/pk PREMARK ITEM #PM600102 OR EQUAL | PACK | 5 packs | $ 59.84/PK ($299.20 extended total) |
| 4 | PM125WH Q30' BD 12" WHITE LINE - 10 pieces/pk PREMARK ITEM #8431064 OR EQUAL | PACK | 50 packs | $ 99.00/PK ($4950.00 extended total) |
| 5 | PM125WH Q15' BD 24" WHITE LINE - 5 pieces/pk PREMARK ITEM #8430566 OR EQUAL | PACK | 100 packs | $ 59.84/PK ($5984.00 extended total) |

| | | | | |
|---|---|---|---|---|
| 6 | PM125WH Q2 BD 8' RGT TURN ARW - 2 arrows/pk PREMARK ITEM #8330241R OR EQUAL | PACK | 30 packs | $ 125.25/PK ($3757.50 extended total) |
| 7 | PM125WH Q1 BD 13'1" RGT COMBI ARW - 1 arrow/pk PREMARK ITEM #8330142R OR EQUAL | PACK | 20 packs | $113.25/PK ($2265.00 extended total) |
| 8 | PM125WH Q2 BD 8' LFT TURN ARW - 2 arrows/pk PREMARK ITEM #8330241L OR EQUAL | PACK | 30 packs | $125.25/PK ($3757.50 extended total) |
| 9 | PM125WH Q1 BD 13'1" LFT COMBI ARW - 1 arrow/pk PREMARK ITEM #8330142L OR EQUAL | PACK | 20 packs | $113.25/PK ($2265.00 extended total) |
| 10 | PM125WH BD 9'10" STR ARW 2/PK - 2 arrows/pk PREMARK ITEM #8330240 OR EQUAL | PACK | 30 packs | $108.00/PK ($3240.00 extended total) |
| 11 | PM125WH Q1 BD 8' "ONLY" - 1 ONLY per/pk PREMARK ITEM #8130102 OR EQUAL | PACK | 75 packs | $89.66/PK ($6724.50 extended total) |
| 12 | PM125WH Q1 BD 16X20 RXR KIT PREMARK ITEM #PMK8130103A OR EQUAL | EACH | 20 packs | $171.65/PK ($3433.00 extended total) |
| 13 | PM90WH Q5 VG 6'X3'4" BIKE RIDER SYM LEFT FACING PREMARK ITEM #PM602006 OR EQUAL | PACK | 15 packs | $ 271.68/PK ($4075.20 extended total) |
| 14 | PM90WH Q2 VG 4' "LANE" FHWA PREMARK ITEM #89150213HS OR EQUAL | PACK | 15 packs | $ 118.21/PK ($1773.15 extended total) |
| 15 | PM90WH Q2 VG 6' BIKE STR ARW PREMARK ITEM #089330268HS OR EQUAL | PACK | 15 packs | $ 46.46/PK ($696.90 extended total) |
| | **TOTAL SECTION 2** | | | $43,468.83 Extended total |
| | | | | |
| | **REFERENCE SECTION 3 OF SPECS** | | | |
| 16 | WHITE ALKYD TUFFLINE AASHTO WHITE THERMOPLASTIC POWDER FOR SPRAY TYPE EQUIPMENT - 50 lb bags CROWN TECH ITEM #01-WAX-BADA OR EQUAL | TON | 4 tons | $1600.00/ton ($6400.00 extended total |
| | **TOTAL SECTION 3** | | | $6400.00 extended total |

| | REFERENCE SECTION 4 OF SPECS | UNIT | ESTIMATED QUANTITIES | PRICING |
|---|---|---|---|---|
| 17 | BITUMINOUS ADHESIVE - 55lbs/Box | LB | 50 boxes or 2750 lbs | $ No bid |
| 18 | PM 5"x5" BLACK BUNDY 140/pk PREMARK ITEM #8430055BK OR EQUAL | PACK | 2 packs | $ 48.29/PK ($96.58 extended total) |
| 19 | PM 8"X8" SUPER BUNDY PADS 80/PK PREMRAK ITEM #8434056 OR EQUAL | PACK | 2 packs | $ 72.90/PK ($145.80 extended total) |
| | **TOTAL SECTION 4** | | | $242.38 Extended total |
| | | | | |
| | **REFERENCE SECTION 5 OF SPECS** | | | |
| 20 | 4" X 4" X 0.70H RAISED PAVEMENT REFLECTIVE MARKER TWO-WAY RED/WHITE WITH WHITE BODY, 3M ITEM #RPM-290-WR) OR EQUAL | EACH | 500 EACH | $ 1.25/each ($625.00 extended total) |
| 21 | 4" X 4" X 0.70H RAISED PAVEMENT REFLECTIVE MARKER ONE-WAY WHITE WITH WHITE BODY, 3M ITEM #RPM-290-W) OR EQUAL | EACH | 5000 | $1.25/each ($6250.00 extended total) |
| 22 | 4" X 4" X 0.70H RAISED PAVEMENT REFLECTIVE MARKER TWO-WAY YELLOW/YELLOW WITH YELLOW BODY, 3M ITEM #RPM-291-2Y) OR EQUAL | EACH | 5000 | $ 1.25/each ($6250.00 extended total) |
| | **TOTAL SECTION 5** | | | $13,125.00 Extended total |

| | REFERENCE SECTION 6 OF SPECS | UNIT | ESTIMATED QUANTITIES | PRICING |
|---|---|---|---|---|
| 23 | GLASS SPHERES/BEADS, AASHTO STANDARD TYPE 1 IN 50 POUND BAGS DROP ON APPLICATION, 50# MOISTURE PROOF BAGS PROOF BAGS | LB | 10000 LBS | $ No bid |
| | **TOTAL SECTION 6** | | | $ No bid |
| | | | | |

| | | | | |
|---|---|---|---|---|
| | **REFERENCE SECTION 7 OF SPECS** | | | |
| 24 | 55 GALLON LINED DRUM SHERWIN WILLIAMS ITEM #U55BR12912 OR EQUAL | EACH | 1 | $ 100.00/each |
| 25 | PAINT, ACRYLIC WATER BORNE, YELLOW TRAFFIC LINE PER LATEST ALDOT SPECIFICATIONS IN 55 GALLON DRUMS | GAL | 50 | $ 14.00/gl |
| 26 | PAINT, ACRYLIC WATER BORNE, WHITE TRAFFIC LINE PER LATEST ALDOT SPECIFICATONIS IN 55 GALLON DRUMS | GAL | 50 | $ 15.00/gl |
| | **TOTAL SECTION 7** | | | $ 1550.00 extended total |

Discount percentage off list price for all manufacturer's catalog items not list on the Bidder Pricing Form:
N/A

This Price Bid Form is hereby submitted by the undersigned:

Dane Alsabrook
Printed legal name of Bidder

Dane Alsabrook
Signature

Director of Contract Administration
Printed name of individual/corporate officer/general partner/joint venturer AND Title

11/15/22
Date

## APPENDIX H

## CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

**A. General Information.** Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): Ennis-Flint, Inc.
- City of Huntsville current taxpayer identification number (if available): Federal ID #75-2657523 (Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

**B. Type of Ownership**. Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

| Type of Ownership (*check appropriate box*) | Entity I. D. Number & Applicable State |
|---|---|
| ☐ Individual or Sole Proprietorship | Not Applicable |
| ☐ General Partnership | Not Applicable |
| ☐ Limited Partnership (LP) | Number & State: |
| ☐ Limited Liability Partnership (LLP) | Number & State: |
| ☐ Limited Liability Company (LLC) (Single Member) | Number & State: |
| ☐ LLC (Multi-Member) | Number & State: |
| ☒ Corporation | Number & State: Alabama Entity ID 370-441 |
| ☐ Other, please explain: | Number & State (if a filing entity under state law): |

**C. Entity I.D. Numbers.** If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: www.sos.state.al.us/, under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

**D. Formation Documents.** Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, ***are not required unless:*** (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

*Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.*

Signature: Dane Alsabrook Title (if applicable): Director of Contract Administration

Type or legibly write name: Dane Alsabrook Date: 11/15/22

• File an Annual Report/Amend an Annual Report • Upload a PDF Filing • Order a Document Online • Add Entity to My Email Notification List • View Filings • Print a Pre-Populated Annual Report form • Print an Amended a Annual Report form

## Business Corporation

**Legal Name**
Ennis-Flint, Inc.

## Information

**SosId:** 1646895
**Status:** Current-Active ⓘ
**Date Formed:** 12/31/2017
**Citizenship:** Domestic
**Fiscal Month:** December
**Annual Report Due Date:** April 15th
Current**Annual Report Status:**
**Registered Agent:** Corporation Service Company

## Addresses

**Reg Office**
2626 Glenwood Ave Ste 550
Raleigh, NC 27608

**Reg Mailing**
2626 Glenwood Ave Ste 550
Raleigh, NC 27608

**Mailing**
4161 Piedmont Parkway Suite 370
Greensboro, NC 27410

**Principal Office**
4161 Piedmont Parkway Suite 370
Greensboro, NC 27410

## Officers

**President**
Edward Baiden
4161 Piedmont Parkway Suite 370
Greensboro NC 27410

**Secretary**
Laura Greer
4161 Piedmont Parkway, Suite 370
Greensboro NC 27410

**Vice President**
Brice Hester
4161 Piedmont Parkway Suite 370
, Greensboro NC 27410

**Treasurer**
John A Jankowski
4161 Piedmont Parkway, Suite 370
Greensboro NC 27410

## Stock

**Class:** Common
**Shares:** 1000
**Par Value** 0.001

# APPENDIX C
# BIDDER INFORMATION & ACKNOWLEDGEMENTS

## 1. BIDDER INFORMATION

Business Organization

Name of Proposer (exactly as it would appear on an agreement):

Ennis-Flint, Inc.

Doing-Business-As Name of Proposer:

Principal Office Address:

4161 Piedmont Pkwy, Ste 370

Greensboro, NC 27410

Telephone Number: (800) 331-8118

Fax Number: (336) 218-6746

Form of Business Entity [check one ("X")]

| | |
|---|---|
| Corporation | X |
| Partnership | |
| Individual | |
| Joint Venture | |
| Other (describe): | |

Corporation Statement

If a corporation, answer the following:

Date of incorporation: 1976

Location of incorporation: NC

The corporation is held: Publicly _ Privately X

Names and titles of corporate officers:

Edward Baiden, President and CEO /S. Kumar Nandan, Vice President, Tax/ Jeffrey Malarkey, Finance Director

Brice Hester, Vice President, Tax and Accounting/ Greg E. Gordon, Assistant Corporate Secretary

Laura Greer, Corporate Security/ John A. Jankowski, Treasurer

Partnership Statement

If a partnership, answer the following:

Date of organization: _____
Location of organization: _____
The partnership is: General ___ Limited ___

Name, address, and ownership share of each general partner owning more than five percent (5%) of the partnership:

_____

_____

_____

_____

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: _____
Location of organization: _____
JV Agreement recorded? Yes ___ No ___

Name, address of each Joint Venturer and percent of ownership of each:

_____

_____

_____

_____

## 2. CITY OF HUNTSVILLE EMPLOYEE, MEMBER OF HOUSEHOLD OR BUSINESS ASSOCIATE

Code of Ala. 1975§36-25-11 requires that contracts entered into with a public official, a public employee, a member of the household of the public official or public employee, or a business with which a public official or public employee associates be filed with the Alabama Ethic Commission. If you are awarded the contract, and if you are a City employee, or if a member of your household is a City employee or public official, or if your business associates with a City employee or public official, you must comply with the provisions of Code al Ala. 1975§36-25-11.

City Employee — Yes _____ No __X__
If "Yes," Department _____

Member of Household City Employee — Yes _____ No __X__
If "Yes," Name (s) _____

Anyone associated with your company a City Employee — Yes _____ No __X__
If "Yes," Name (s) _____

## 3. CONTRACTOR E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as " the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in

accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2).

Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

"By signing this contract the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

## 4. ACKNOWLEDGEMENTS

**I hereby certify that I have read and understand the City of Huntsville's General Terms and Conditions. I hereby certify that I agree to comply with all of the General Terms and Conditions of this IFB. I also understand that the General Terms & Conditions are standard and that any contradicting requirements of the IFB supercede.**

**I affirm that I have not been in any agreement or collusion among Proposers or prospective Proposers in restraint of freedom of competition.**

**Upon award of this bid, I will not substitute any item on this bid under any circumstances.**

**By signing this submittal, the Bidder represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.**

Dane Alsbrook
Signature of Proposer

Dane Alsabrook
Print or Type Name of Proposer

11/15/2022
Date

Ennis-Flint, Inc.
Legal Name of Firm

4161 Piedmont Pkwy, Ste 370
Mailing Address

Greensboro, NC 27410
City State Zip Code

(800) 331-8118 (336) 218-6746
Phone Fax

dl-ts-contracts@ppg.com
Email Address

www.ennisflint.com/www.ppg.com
Website Address

E-Verify

**Company ID Number:** 137384

## Approved by:

| | |
|---|---|
| **Employer**<br>Ennis Flint Inc. | |
| Name (Please Type or Print)<br>Metcalf Annette | Title |
| Signature<br>Electronically Signed | Date<br>07/17/2008 |
| **Department of Homeland Security – Verification Division** | |
| Name (Please Type or Print)<br>USCIS Verification Division | Title |
| Signature<br>Electronically Signed | Date<br>07/17/2008 |

E-Verify

**Company ID Number:** 137384

| Information Required for the E-Verify Program<br>**Information relating to your Company:** | |
|---|---|
| Company Name | Ennis Flint Inc. |
| Company Facility Address | 4161 Piedmont Parkway<br>Ste. 370<br>Greensboro, NC 27410 |
| Company Alternate Address | |
| County or Parish | GUILFORD |
| Employer Identification Number | 752657523 |
| North American Industry Classification Systems Code | 325 |
| Parent Company | |
| Number of Employees | 500 to 999 |
| Number of Sites Verified for | 12 |

E-Verify

**Company ID Number:** 137384

**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

| | |
|---|---|
| CALIFORNIA | 1 site(s) |
| GEORGIA | 1 site(s) |
| MISSOURI | 1 site(s) |
| NORTH CAROLINA | 5 site(s) |
| OREGON | 1 site(s) |
| TEXAS | 2 site(s) |
| VIRGINIA | 1 site(s) |

E-Verify

**Company ID Number:** 137384

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

| | |
|---|---|
| Name | Alex Arriaga |
| Phone Number | (336) 308 - 3827 |
| Fax Number | |
| Email Address | AArriaga@ennisflint.com |

| | |
|---|---|
| Name | Bernadette P Young |
| Phone Number | (336) 308 - 3826 |
| Fax Number | (336) 475 - 7900 |
| Email Address | Byoung@ennisflint.com |

| | |
|---|---|
| Name | Morgan K Oliver |
| Phone Number | (336) 477 - 8433 |
| Fax Number | |
| Email Address | MOliver@ennisflint.com |

HUNTSVILLE

Finance Department
Procurement Services Division

# CONTRACT/BID AWARD RECOMMENDATION FORM

**TO:** Procurement Services
**FROM:** Melinda Mills
**BID #:** 9-2023-75
**DATE:** 11/18/22
**DEPT:** Traffic Engineering
**COMMODITY/SERVICE:** Traffic Signal Cable

**AGREEMENT BETWEEN CITY OF HUNTSVILLE AND** Texas Wire and Cable LLC

**RECOMMENDATION:** Traffic Engineering has reviewed the bid received and recommends the bid be awarded to Texas Wire and Cable LLC.

| DESCRIPTION | PRICE | UOM | COMMENT |
|---|---|---|---|
| 1. #6 AWG Black, THHW 600V, Stranded, UL approved on 500' Roll | 505.00 | RL | |
| 2. #6 AWG White, THHW 600V, Stranded, UL approved on 500' Roll | 505.00 | RL | |
| 3. Loop Wire 12, Stranded Copper, 600 Volt, Insulation thickness minimum 45 mils | | | |
| IMSA 51-3, on 2500' Spool - Required 2" Hole Drilled in Spool | 742.85 | SP | |
| 4. Loop Lead In 12-2, conductor w/drain shielded, IMSA 50-2, on 1000' WOODEN | | | |
| SPOOL, Required 2" Hole Drilled In Spool | 540.00 | SP | |
| | | | |

**INITIAL PURCHASE:** As Needed
**FUNDING SOURCE:** See Bottom of 2nd Page
**TERM OF CONTRACT:**

- ☐ One Time
- ☑ One Year w/ Additional One Year Extensions as Allowable by State Law
- ☐ One Year
- ☐ Three Months
- ☐ Other (Explain)

**APPROVALS:**

My staff and I have complied with all laws, regulations, City of Huntsville Procurement Rules, and the provisions of any contract and/or grant agreements applicable to this procurement process. In addition, my staff and I have not sought by collusion with the recommended Proposer/Bidder to obtain any advantage over any other Proposer/Bidder in this procurement.

Kathy Martin Digitally signed by Kathy Martin Date: 2022.11.21 14:41:52 -06'00' — 11/21/2022
Department Head — Date

Tamara M. Yancy Digitally signed by Tamara M. Yancy Date: 2022.11.28 09:28:15 -06'00' — 11/28/2022
Procurement Manager — Date

Email completed form to Procurement@huntsvilleal.gov

HUNTSVILLE

Finance Department
Procurement Services Division

# CONTRACT/BID AWARD RECOMMENDATION FORM
## Continuation – Page 2

**TO:** Procurement Services
**FROM:** Melinda Mills
**BID #:** 9-2023-75
**DATE:** 11/18/22
**DEPT:** Traffic Engineering
**COMMODITY/SERVICE:** Traffic Signal Cable

| DESCRIPTION | PRICE | UOM | COMMENT |
|---|---|---|---|
| 5. Pushbutton Lead In Cable, 18/2PR 50-2 On 1000' WOODEN SPOOL - Required 2" | | | |
| Hole Drilled In Spool | 263.00 | SP | |
| 6. 14-4 Conductor Cable, stranded wire IMSA 20-1, on 2000' Spool | 1612.00 | SP | |
| 7. 14-7 Conductor Cable, stranded wire IMSA 20-1, on 2000' Spool | 1929.00 | SP | |
| 8. 14-12 Conductor Cable, stranded wire IMSA 20-1, on 2000' Spool | 3098.00 | SP | |
| 9. 14-4 Conductor Cable, stranded wire IMSA 20-1, on 5000' Spool | 2840.00 | SP | |
| 10. 14-7 Conductor Cable, stranded wire IMSA 20-1, on 5000" Spool | 4733.00 | SP | |
| 11. 14-12 Conductor Cable, stranded wire IMSA 20-1, on 5000' Spool | 7653.00 | SP | |
| 12. 16-4 Conductor Cable, stranded wire IMSA 20-1, on 2000' Spool | 840.00 | SP | |
| 13. 16-7 Conductor Cable, stranded wire IMSA 20-1, on 2000' Spool | 1669.00 | SP | |
| 14. 16-12 Conductor Cable, stranded wire IMSA 20-1, on 2000' Spool | 3278.00 | SP | |
| 15. 16-4 Conductor Cable, stranded wire IMSA 20-1, on 5000' Spool | 2010.00 | SP | |
| 16. 16-7 Conductor Cable, stranded wire IMSA 20-1, 5000' Spool | 4083.00 | SP | |
| 17. 16-12 Conductor Cable, stranded wire IMSA 20-1, on 5000' Spool | 8105.00 | SP | |
| 18. #8 Green Ground Wire 600 Volt TWN 75FT1 or SAT90 NYLON rated Stranded | | | |
| cable for Grounding service-cabinet on 500' Rolls | 353.00 | RL | |
| 19. #6 Bare Copper Wire, 6 AWG Solid for Grounding ground rod-service 250' Rolls | 269.00 | RL | |
| 20. TRIPLEX underground ERSKINEXLP1000R, WIRE 6 AL 7STR XLP 600V URD | | | |
| OR EQUAL ON 1000' ROLL | 1380.00 | RL | |
| 21. TRIPLEX overhead VOLUTAXLP500C, WIRE 6-3 ACSR 7STR XLP OH 119#M | | | |
| OR EQUAL ON 500' ROLL | 699.00 | RL | |
| 22. Video Cable 16/5 + Coax 1x1 | 899.00 | SP | |
| | | | |
| Discount percentage off list price for all manufacturer's catalog items not list on the Bidder | | | |
| Pricing Form | 2% | | |
| | | | |
| Funding Accounts: | | | |
| 1000-75-75300-515340-00000000- | | | |
| 3020-75-00000-529000-00000000- | | | |
| 3020-75-00000-529001-00000000- | | | |
| Various Engineering Project Accounts | | | |

HUNTSVILLE

Tommy Battle
Mayor
**City of Huntsville, Alabama**
Finance Department
Procurement Services Division

# Invitation For Bids
# Traffic Signal Cable

| | |
|---|---|
| Invitation for Bid #: | 9-2023-7500 |
| Issue Date: | October 28, 2022 |
| Bid Bond Requirements: | No, a Bid Bond is not required |
| Certificate of Insurance Requirements: | Yes, a Certificate of Insurance is Required |
| Pre-Bid Teleconference Date and Time: | N/A |
| Pre-Bid Conference Date: | N/A |
| Deadline for Questions Date: | November 8, 2022 @ 2:00 PM<br>All questions must be submitted in writing to erin.motes@huntsvilleal.gov |
| IFB Closing Date: | November 15, 2022 @ 2:00:00 PM |
| Post-Closing Bidder Teleconference Date: | N/A |
| Post-Closing Bidder Presentation/Demonstration Date: | NA |
| Procurement Services Contact: | Erin Motes<br>erin.motes@huntsvilleal.gov<br>(256) 427-5056<br>(256) 427-5059 fax |
| City Internet Site: | https://www.bidnetdirect.com/alabama/cityofhuntsville |
| IFB E-Documents: | N/A |
| Bid Copies to be Submitted | 1 Original, 1 Copy |
| City File Reference: | Traffic Signal Cable 2023 |

# APPENDIX D
# DETAILED REQUIREMENTS CHECKLIST

The following specifications are being provided to potential bidders as guidelines which describe the minimum type and quality of material the City of Huntsville is requiring. The Bidder must indicate compliance or list exceptions to each specification item for consideration and/or acceptance. **Failure** to comply with this provision shall be cause for rejection of the bid as non-responsive.

**The following specifications are being provided to potential bidders describing the type and quality of equipment/material the City of Huntsville is seeking to purchase. The bidder must indicate compliance or list exceptions to each specification item for consideration and/or acceptance. Failure to comply with this provision could be cause for rejection of the bid.**

**ALL ITEMS BELOW MUST MEET REQUIREMENTS OF LATEST VERSION OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), LATEST VERSION OF ALABAMA DEPARTMENT OF TRANSPORTATION (ALDOT) SPECIFICATIONS and IMSA.**

| SPECIFICATIONS | VENDOR COMPLIANCE |
|---|---|
| **A. TRAFFIC SIGNAL CABLE** | |
| 1. #6 AWG Black, THHW 600V, Stranded, UL approved on 500' ROLL | X |
| 2. #6 AWG White, THHW 600V, Stranded, UL approved on 500' ROLL | X |
| 3. Loop Wire 12, Stranded Copper, 600 Volt, Insulation thickness minimum 45 mils IMSA 51-3, on 2500' SPOOL | X |
| 4. Loop Lead in 12-2, conductor w/drain shielded, IMSA 50-2, on 1000' WOODEN SPOOL | X |
| 5. Pushbutton Lead in cable, 18/2PR 50-2 On 1000' WOODEN SPOOL | X |
| 6. 14-4 Conductor cable, stranded wire IMSA 20-1, on 2000' SPOOL | X |
| 7. 14-7 Conductor cable, stranded wire IMSA 20-1, on 2000' SPOOL | X |
| 8. 14-12 Conductor cable, stranded wire IMSA 20-1, on 2000' SPOOL | X |
| 9. 14-4 Conductor cable, stranded wire IMSA 20-1, on 5000' SPOOL | X |
| 10. 14-7 Conductor cable, stranded wire IMSA 20-1, on 5000' SPOOL | X |
| 11. 14-12 Conductor cable, stranded wire IMSA 20-1, on 5000' SPOOL | X |

| SPECIFICATIONS | VENDOR COMPLIANCE |
|---|---|
| 12. 16-4 Conductor cable, stranded wire IMSA 20-1, on 2000' SPOOL | X |
| 13. 16-7 Conductor cable, stranded wire IMSA 20-1, on 2000' SPOOL | X |
| 14. 16-12 Conductor cable, stranded wire IMSA 20-1, on 2000' SPOOL | X |
| 15. 16-4 Conductor cable, stranded wire IMSA 20-1, on 5000' SPOOL | X |
| 16. 16-7 Conductor cable, stranded wire IMSA 20-1, on 5000' SPOOL | X |
| 17. 16-12 Conductor cable, stranded wire IMSA 20-1, on 5000' SPOOL | X |
| 18. #8 Green Ground Wire 600 volt TWN 75FT1 Or SAT90 NYLON rated Stranded cable for Grounding service-cabinet on 500' rolls | X |
| 19. #6 Bare Copper Wire, 6 AWG Solid for Grounding ground rod-service 250' rolls | X |
| 20. TRIPLEX underground ERSKINEXLP1000R, WIRE 6 AL 7STR XLP 600V URD OR EQUAL ON 1000' ROLL | X |
| 21. TRIPLEX overhead VOLUTAXLP500C, WIRE 6-3 ACSR 7STR XLP OH 119#M OR EQUAL ON 500' ROLL | X |
| 22. Video cable 16/5 + Coax 1X1 | X |

**B. DELIVERY**

All delivery/freight charges shall be included in the unit price. No additional charges will apply. Delivery shall be within 15-30 days of purchase order. — X

**C. BID EVALUATION**

Specification sheets are required with all bids. If requested by City of Huntsville, bidder will provide a sample(s) for further evaluation within three business days of such request. — X

**D.** A discount percentage must be specified for items not Specifically listed on the Bidder Pricing form. — 2%

Quotes must be submitted for all items not specifically listed in the bid. All quotes must contain the list price, the discount percentage and the Discounted price.

# APPENDIX F
# BIDDER PRICING FORM

The City reserves the right to make an award in whole or part to one or more Bidders whenever deemed necessary and in the best interest of the City. Per Appendix B-Scope of Work & Related Information, bids will be evaluated as a whole. All minimum quantities provided are considered to be estimates only.

Bidder must include in its Bid price all labor, supervision, materials, equipment, and tools of the trade required to meet the Contract requirements. Prices quoted shall be in U.S. Dollars, delivered prices, F.O.B. destination, exclusive of all federal or state excise, sales, and manufacturer's taxes. The City will not accept charges for transportation, handling, packaging, installation or out-of-pocket expense other than as specified in the Bid.

Prices quoted to the City shall remain firm for a minimum of ninety (90) days from the date of opening of the bid, unless so stated differently in the bid. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. The City will be protected against any increase above the price in the bid. Any bid containing an "Escalator Clause" will not be considered unless so stipulated in the Invitation for Bid. Discounts will be considered in determining the lowest responsible bidder, however, any payment term based on less than 30 days will not be considered. Discounts will be figured from the date of acceptance by the City regardless of date of delivery or invoice.

Bidder shall acknowledge receipt of all addenda in the space provided on the Bidder Pricing Form below. Failure to acknowledge receipt of addenda shall not relieve Bidder of full responsibility for all requirements contained in addenda.

**We acknowledge receipt of the following addenda:** _____

| DESCRIPTION | MANUFACTURER & MODEL | PRICE/PER ROLL |
|---|---|---|
| A. TRAFFIC SIGNAL CABLE | | |
| 1. #6 AWG Black, THHW 600V, Stranded, UL approved on 500' ROLL | ANIXTER 6G 601 BLK | $505.00/Roll |
| 2. #6 AWG White, THHW 600V, Stranded, UL approved on 500' ROLL | ANIXTER 6G 601 WHT | $505.00/Roll |
| 3. Loop Wire 12, Stranded Copper, 600 Volt, Insulation thickness minimum 45 mils IMSA 51-3, on 2500' SPOOL – Required 2" Hole drilled in spool | FALCON 9801251-3 | $742.185/SPOOL |
| 4. Loop Lead in 12-2, conductor w/drain shielded, IMSA 50-2, on 1000' WOODEN SPOOL – Required 2" Hole drilled in spool | FALCON 9802250-2 | $540.00/SPOOL |
| 5. Pushbutton Lead in cable, 18/2PR 50-2 On 1000' WOODEN SPOOL - Required 2" Hole drilled in spool | FALCON 9802 1850-2 | $263.00/SPOOL |
| 6. 14-4 Conductor cable, stranded wire IMSA 20-1, on 2000' SPOOL | FALCON 9804 1420-1 | $1612./SPOOL |
| 7. 14-7 Conductor cable, stranded wire IMSA 20-1, on 2000' SPOOL | FALCON 9807 1420-1 | $1929.00/SPOOL |
| 8. 14-12 Conductor cable, stranded wire | | |

| | | |
|---|---|---|
| IMSA 20-1, on 2000' SPOOL | FALCON 98121420-1 | $3098.00/SPOOL |
| 9. 14-4 Conductor cable, stranded wire IMSA 20-1, on 5000' SPOOL | FALCON 98041420-1 | $2840.00/SPOOL |
| 10. 14-7 Conductor cable, stranded wire IMSA 20-1, on 5000' SPOOL | FALCON 98071420-1 | $4733.00/SPOOL |
| 11. 14-12 Conductor cable, stranded wire IMSA 20-1, on 5000' SPOOL | FALCON 98121420-1 | $7653.00/SPOOL |
| 12. 16-4 Conductor cable, stranded wire IMSA 20-1, on 2000' SPOOL | FALCON 98041620-1 | $840.00/SPOOL |
| 13. 16-7 Conductor cable, stranded wire IMSA 20-1, on 2000' SPOOL | FALCON 98071620-1 | $1669.00/SPOOL |
| 14. 16-12 Conductor cable, stranded wire IMSA 20-1, on 2000' SPOOL | FALCON 98121620-1 | $3278.00/SPOOL |
| 15. 16-4 Conductor cable, stranded wire IMSA 20-1, on 5000' SPOOL | FALCON 98041620-1 | $2010.00/SPOOL |

| DESCRIPTION | MANUFACTURER & MODEL | PRICE/PER ROLL |
|---|---|---|
| 16. 16-7 Conductor cable, stranded wire IMSA 20-1, on 5000' SPOOL | FALCON 98071620-1 | $4083.00/SPOOL |
| 17. 16-12 Conductor cable, stranded wire IMSA 20-1, on 5000' SPOOL | FALCON 98121620-1 | $8105.00/SPOOL |
| 18. #8 Green Ground Wire 600 volt TWN 75FT1 Or SAT90 NYLON rated Stranded cable for Grounding service-cabinet on 500' rolls | ANIXTER 6G0801 | $353.00/SPOOL |
| 19. #6 Bare Copper Wire, 6 AWG Solid for Grounding ground rod-service 250' rolls | SERVICE WIRE BS06 | $269.00/SPOOL |
| 20. TRIPLEX underground ERSKINEXLP1000R, WIRE 6 AL 7STR XLP 600V URD OR EQUAL ON 1000' ROLL | ICC ERSKINE | $1380.00/SPOOL |
| 21. TRIPLEX overhead VOLUTAXLP500C, WIRE 6-3 ACSR 7STR XLP OH 119#M OR EQUAL ON 500' ROLL | ICC VOLUTA | $699.00/SPOOL |
| 22. Video cable 16/5 + Coax 1X1 | FALCON 3405B 16 5 BE | $899.00/SPOOL |

Discount percentage off list price for all manufacturer's catalog items not list on the Bidder Pricing Form:

_____

This Price Bid Form is hereby submitted by the undersigned:

| | |
|---|---|
| TEXAS WIRE & Cable LLC | ANGELA STORCHEVOY PRESIDENT |
| Printed legal name of Bidder | Printed name of individual/corporate officer/general partner/joint venturer AND Title |
| Signature | 11/3/22 |
| | Date |

## APPENDIX H

## CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

**A. General Information.** Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): Texas Wire & Cable LLC.
- City of Huntsville current taxpayer identification number (if available): _____. (Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

**B. Type of Ownership.** Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

| **Type of Ownership** (*check appropriate box*) | **Entity I. D. Number & Applicable State** |
|---|---|
| ☐ Individual or Sole Proprietorship | **Not Applicable** |
| ☐ General Partnership | **Not Applicable** |
| ☐ Limited Partnership (LP) | Number & State: |
| ☒ Limited Liability Partnership (LLP) | Number & State: 82-4870770 Texas |
| ☐ Limited Liability Company (LLC) (Single Member) | Number & State: |
| ☐ LLC (Multi-Member) | Number & State: |
| ☐ Corporation | Number & State: |
| ☐ Other, please explain: | Number & State (if a filing entity under state law): |

**C. Entity I.D. Numbers.** If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: www.sos.state.al.us/, under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

**D. Formation Documents.** Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, ***are not required unless:*** (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

*Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.*

Signature: _____ Title (if applicable): PRESIDENT

Type or legibly write name: ANGELA STORCHEVOY Date: 11/3/22

# APPENDIX C
# BIDDER INFORMATION & ACKNOWLEDGEMENTS

## 1. BIDDER INFORMATION

Business Organization

Name of Proposer (exactly as it would appear on an agreement):

Texas Wire & Cable LLC

Doing-Business-As Name of Proposer:

Principal Office Address:

2475 Westley Rd.
Westbury, NY 11590

Telephone Number: 516 697-1831

Fax Number: 508 427-9384

Form of Business Entity [check one ("X"]

| | |
|---|---|
| Corporation | X |
| Partnership | |
| Individual | |
| Joint Venture | |
| Other (describe): | |

Corporation Statement

If a corporation, answer the following:

Date of incorporation: MARCH 2018
Location of incorporation: Texas
The corporation is held: Publicly ___ Privately X

Names and titles of corporate officers:
Angela Storchevoy, President
John Frazier, Vice President

Partnership Statement

If a partnership, answer the following:

Date of organization: MARCH 2018
Location of organization: TEXAS
The partnership is: General ___ Limited X

Name, address, and ownership share of each general partner owning more than five percent (5%) of the partnership:

ANGELA STORCHEVOY - 2475 Westley Rd, Westbury NY 51%

John FRAZIER 8311 EASTPOINT DR, DALLAS, TX 49%

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization:
Location of organization:
JV Agreement recorded? Yes ___ No ___

Name, address of each Joint Venturer and percent of ownership of each:

## 2. CITY OF HUNTSVILLE EMPLOYEE, MEMBER OF HOUSEHOLD OR BUSINESS ASSOCIATE

Code of Ala. 1975§36-25-11 requires that contracts entered into with a public official, a public employee, a member of the household of the public official or public employee, or a business with which a public official or public employee associates be filed with the Alabama Ethic Commission. If you are awarded the contract, and if you are a City employee, or if a member of your household is a City employee or public official, or if your business associates with a City employee or public official, you must comply with the provisions of Code al Ala. 1975§36-25-11.

City Employee Yes _____ No X
If "Yes," Department _____

Member of Household City Employee Yes _____ No X
If "Yes," Name (s) _____

Anyone associated with your company a City Employee Yes _____ No X
If "Yes," Name (s) _____

## 3. CONTRACTOR E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as " the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in

accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2).

Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

"By signing this contract the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

## 4. ACKNOWLEDGEMENTS

**I hereby certify that I have read and understand the City of Huntsville's General Terms and Conditions. I hereby certify that I agree to comply with all of the General Terms and Conditions of this IFB. I also understand that the General Terms & Conditions are standard and that any contradicting requirements of the IFB supercede.**

**I affirm that I have not been in any agreement or collusion among Proposers or prospective Proposers in restraint of freedom of competition.**

**Upon award of this bid, I will not substitute any item on this bid under any circumstances.**

**By signing this submittal, the Bidder represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.**

Signature of Proposer

ANGELA STORCHEVOY
Print or Type Name of Proposer

11/3/22
Date

Texas Wire and Cable LLC
Legal Name of Firm

2475 WESTLEY Rd.
Mailing Address

WESTBURY NY 11590
City State Zip Code

516 697 1831
Phone Fax

TexasWireandCable@gmail.com
Email Address

www.TxWireandCable.com
Website Address

E-Verify

Company ID Number: 2030450

## Approved by:

| Employer<br>Texas Wire and Cable LLC | |
|---|---|
| Name (Please Type or Print)<br>Angela Storchevoy | Title |
| Signature<br>Electronically Signed | Date<br>11/30/2022 |
| **Department of Homeland Security – Verification Division** | |
| Name (Please Type or Print)<br>USCIS Verification Division | Title |
| Signature<br>Electronically Signed | Date<br>11/30/2022 |

E-Verify

Company ID Number: 2030450

| Information Required for the E-Verify Program | |
|---|---|
| **Information relating to your Company:** | |
| Company Name | Texas Wire and Cable LLC |
| Company Facility Address | 8311 Eastpoint Dr<br>Suite 100<br>Dallas, TX 75227 |
| Company Alternate Address | 2475 Westley Road<br>Westbury, NY 11590 |
| County or Parish | DALLAS |
| Employer Identification Number | 824870770 |
| North American Industry Classification Systems Code | 423 |
| Parent Company | |
| Number of Employees | 1 to 4 |
| Number of Sites Verified for | 1 site(s) |

Company ID Number: 2030450

**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

| | |
|---|---|
| TX | 1 |

HUNTSVILLE

Finance Department
Procurement Services Division

# CONTRACT/BID AWARD RECOMMENDATION FORM

**TO:** Procurement **DATE:** 11/28/2022
**FROM:** Kirk Giles, Chief of Police **DEPT:** Police
**BID #:** 11-2023-51 **COMMODITY/SERVICE:** SWAT Rifles

**AGREEMENT BETWEEN CITY OF HUNTSVILLE AND** Clyde Armory, Inc.

**RECOMMENDATION:** Bid award to Clyde Armory, Inc. becuase they were the lowest bidder

| DESCRIPTION | PRICE | UOM | COMMENT |
|---|---|---|---|
| Daniel Defense R-III-S | 1542.11 | Each | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**INITIAL PURCHASE:** $30,843.00
**FUNDING SOURCE:** 1000-41-41250-515340-0000000
**TERM OF CONTRACT:**
- ☐ One Time
- ☑ One Year w/ Additional One Year Extensions as Allowable by State Law
- ☐ One Year
- ☐ Three Months
- ☐ Other (Explain)

**APPROVALS:**
My staff and I have complied with all laws, regulations, City of Huntsville Procurement Rules, and the provisions of any contract and/or grant agreements applicable to this procurement process. In addition, my staff and I have not sought by collusion with the recommended Proposer/Bidder to obtain any advantage over any other Proposer/Bidder in this procurement.

Kirk Giles — 11/28/2022
Department Head — Date

12/1/22
Procurement Manager — Date

Email completed form to Procurement@huntsvilleal.gov

HUNTSVILLE

Tommy Battle
Mayor
**City of Huntsville, Alabama**
Finance Department
Procurement Services Division

# Invitation For Bids
# SWAT Rifles

| | |
|---|---|
| Invitation for Bid #: | 11-2023-51 |
| Issue Date: | October 28, 2022 |
| Bid Bond Requirements: | No, a Bid Bond is not required |
| Certificate of Insurance Requirements: | Yes, a certificate of insurance is required |
| Pre-Bid Teleconference Date and Time: | N/A |
| Pre-Bid Conference Date: | N/A |
| Deadline for Questions Date: | November 10, 2022 @ 2:00 PM<br>All questions must be submitted in writing to carrie.power@huntsvilleal.gov |
| IFB Closing Date: | November 17, 2022 @ 2:00:00 PM |
| Post-Closing Bidder Teleconference Date: | N/A |
| Post-Closing Bidder Presentation/Demonstration Date: | NA |
| Procurement Services Contact: | Carrie Power<br>carrie.power@huntsvilleal.gov<br>(256) 564-8060<br>(256) 427-5059 fax |
| City Internet Site: | https://www.bidnetdirect.com/alabama/cityofhuntsville |
| IFB E-Documents: | N/A |
| Bid Copies to be Submitted | 1 Original, 1 Copy |
| City File Reference: | SWAT Rifles 2023 |

# APPENDIX D
# DETAILED REQUIREMENTS CHECKLIST

The following specifications are being provided to potential bidders as guidelines which describe the minimum type and quality of product the City of Huntsville is requiring. The Bidder must indicate compliance or list exceptions to each specification item for consideration and/or acceptance. **Failure** to comply with this provision shall be cause for rejection of the bid as non-responsive.

| Line Ref # | SPECIFIC FUNCTIONAL REQUIREMENTS | VENDOR COMPLIANCE | |
|---|---|---|---|
| | | YES | NO |
| 1. | **Daniel Defense R-III-S or equal** Product # DD4 RIIIS | X | |
| 2. | **Caliber**- .223 Rem. / 5.56 NATO | X | |
| 3. | **Barrel**- 11.5" Government Profile barrel Free Floating Barrel | X | |
| 4. | **Capacity**- 30+1 or greater magazine (accepts all std. sizes) | X | |
| 5. | **Gas System**- Carbine Length Gas System | X | |
| 6. | **Controls**- Fully ambidextrous lower receiver | X | |
| 7. | **Rail System**- 10.5" R-III-S rail two-piece handguard M-LOK 6-bolt system | X | |
| 8. | **Barrel Material** – 4150 Chrome Molly Vanadium | X | |
| 9. | **Type** – Cold Hammer Forged | X | |
| 10. | **Rifling** – 1:7' twist rate | X | |
| 11. | **Gas System** – Direct impingement Carbine Length | X | |
| 12. | **Muzzle Device** – Flash Suppressor | X | |
| 13. | **Overall Length**- 27 7/8" to 31 1/4" | X | |
| 14. | **Weight** (unloaded) 5.92 lbs | X | |

# APPENDIX F
# BIDDER PRICING FORM

The City reserves the right to make an award in whole or part to one or more Bidders whenever deemed necessary and in the best interest of the City. All minimum quantities provided are considered to be estimates only.

Bidder must include in its Bid price all labor, supervision, materials, equipment, and tools of the trade required to meet the Contract requirements. Prices quoted shall be in U.S. Dollars, delivered prices, F.O.B. destination, exclusive of all federal or state excise, sales, and manufacturer's taxes. The City will not accept charges for transportation, handling, packaging, installation or out-of-pocket expense other than as specified in the Bid.

Prices quoted to the City shall remain firm for a minimum of ninety (90) days from the date of opening of the bid, unless so stated differently in the bid. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. The City will be protected against any increase above the price in the bid. Any bid containing an "Escalator Clause" will not be considered unless so stipulated in the Invitation for Bid. Discounts will be considered in determining the lowest responsible bidder, however, any payment term based on less than 30 days will not be considered. Discounts will be figured from the date of acceptance by the City regardless of date of delivery or invoice.

Bidder shall acknowledge receipt of all addenda in the space provided on the Bidder Pricing Form below. Failure to acknowledge receipt of addenda shall not relieve Bidder of full responsibility for all requirements contained in addenda.

**We acknowledge receipt of the following addenda:** NA

| Description | Estimated Quantity | Pricing per Unit |
|---|---|---|
| **Daniel Defense R-III-S (Product # DD4 RIIIS)** | **20** | $1542.11 |
| **Or Equal Product**<br>**Manufacturer:**<br>Daniel Defense<br>**Model:**<br>DD4 RIIIS | | $ |

This Price Bid Form is hereby submitted by the undersigned:

Clyde Armory, Inc
Printed legal name of Bidder



Signature

Adam Smith, Senior Law Enforcement Sales
Printed name of individual/corporate officer/general partner/joint venturer AND Title

11/15/2022
Date

## APPENDIX H

## CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

**A. General Information.** Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): Clyde Armory, Inc
- City of Huntsville current taxpayer identification number (if available): NA
  (Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

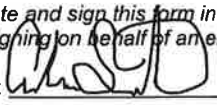
**B. Type of Ownership.** Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

| **Type of Ownership** ***(check appropriate box)*** | **Entity I. D. Number & Applicable State** |
|---|---|
| ☐ Individual or Sole Proprietorship | **Not Applicable** |
| ☐ General Partnership | **Not Applicable** |
| ☐ Limited Partnership (LP) | Number & State: |
| ☐ Limited Liability Partnership (LLP) | Number & State: |
| ☐ Limited Liability Company (LLC) (Single Member) | Number & State: |
| ☐ LLC (Multi-Member) | Number & State: |
| ☒ Corporation | Number & State: GA, 305-745474 |
| ☐ Other, please explain: | Number & State (if a filing entity under state law): |

**C. Entity I.D. Numbers.** If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: www.sos.state.al.us/, under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

**D. Formation Documents.** Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, ***are not required unless:*** (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

*Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.*

Signature:  Title (if applicable): Senior LE Sales

Type or legibly write name: Adam Smith Date: 11/15/2022

# GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

HOME (/)

## BUSINESS SEARCH

### BUSINESS INFORMATION

| | | | |
|---|---|---|---|
| Business Name: | **CLYDE ARMORY INC.** | Control Number: | **09000235** |
| Business Type: | **Domestic Profit Corporation** | Business Status: | **Active/Compliance** |
| Business Purpose: | **NONE** | | |
| Principal Office Address: | **4800 ATLANTA HIGHWAY, ATHENS, GA, 30606, USA** | Date of Formation / Registration Date: | **1/2/2009** |
| State of Formation: | **Georgia** | Last Annual Registration Year: | **2022** |

### REGISTERED AGENT INFORMATION

Registered Agent Name: **Clyde, Andrew S.**

Physical Address: **4800 Atlanta Hwy, Athens, GA, 30606, USA**

County: **Clarke**

### OFFICER INFORMATION

| Name | Title | Business Address |
|---|---|---|
| ANDREW S CLYDE | CEO | 4800 ATLANTA HIGHWAY, ATHENS, GA, 30606, USA |
| ANDREW S CLYDE | CFO | 4800 ATLANTA HIGHWAY, ATHENS, GA, 30606, USA |
| JENNIFER CHRISTINE CLYDE | Secretary | 4800 ATLANTA HIGHWAY, ATHENS, GA, 30606, USA |

Back Filing History Name History

Return to Business Search


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# APPENDIX C
# BIDDER INFORMATION & ACKNOWLEDGEMENTS

## 1. BIDDER INFORMATION

Business Organization

Name of Proposer (exactly as it would appear on an agreement):

Clyde Armory, Inc

Doing-Business-As Name of Proposer:

Clyde Armory, Inc

Principal Office Address:

4800 Atlanta Highway

Athens, GA 30606

Telephone Number: 706.549.1842

Fax Number: 706.549.3232

Form of Business Entity [check one ("X"]

| | |
|---|---|
| Corporation | X |
| Partnership | |
| Individual | |
| Joint Venture | |
| Other (describe): | |

Corporation Statement

If a corporation, answer the following:

Date of incorporation: Jan 2, 2009

Location of incorporation: Athens, GA

The corporation is held: Publicly X Privately ___

Names and titles of corporate officers:

Andrew S. Clyde, President and CEO

Partnership Statement

If a partnership, answer the following:

Date of organization: _____
Location of organization: _____
The partnership is: General ___ Limited ___

Name, address, and ownership share of each general partner owning more than five percent (5%) of the partnership:

_____

_____

_____

_____

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: _____
Location of organization: _____
JV Agreement recorded? Yes ___ No ___

Name, address of each Joint Venturer and percent of ownership of each:

_____

_____

_____

_____

## 2. CITY OF HUNTSVILLE EMPLOYEE, MEMBER OF HOUSEHOLD OR BUSINESS ASSOCIATE

Code of Ala. 1975§36-25-11 requires that contracts entered into with a public official, a public employee, a member of the household of the public official or public employee, or a business with which a public official or public employee associates be filed with the Alabama Ethic Commission. If you are awarded the contract, and if you are a City employee, or if a member of your household is a City employee or public official, or if your business associates with a City employee or public official, you must comply with the provisions of Code al Ala. 1975§36-25-11.

City Employee Yes _____ No X
If "Yes," Department _____

Member of Household City Employee Yes _____ No X
If "Yes," Name (s) _____

Anyone associated with your company a City Employee Yes _____ No X
If "Yes," Name (s) _____

## 3. CONTRACTOR E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as " the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in

accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2).

Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

"By signing this contract the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

## 4. ACKNOWLEDGEMENTS

**I hereby certify that I have read and understand the City of Huntsville's General Terms and Conditions. I hereby certify that I agree to comply with all of the General Terms and Conditions of this IFB. I also understand that the General Terms & Conditions are standard and that any contradicting requirements of the IFB supercede.**

**I affirm that I have not been in any agreement or collusion among Proposers or prospective Proposers in restraint of freedom of competition.**

**Upon award of this bid, I will not substitute any item on this bid under any circumstances.**

**By signing this submittal, the Bidder represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.**

Signature of Proposer

Adam Smith
Print or Type Name of Proposer

11/15/2022
Date

Clyde Armory, Inc
Legal Name of Firm

4800 Atlanta Highway
Mailing Address

Athens GA 30606
City State Zip Code

706.549.1842 706.549.3232
Phone Fax

adam@clydearmory.com cc: lesales@clydearmory.com
Email Address

www.clydearmory.com
Website Address

## Search

**Business Name**

clyde armory

**Primary Industry Type**

Select Industry Type(s)

**Hiring Site Locations (by state)**

Select State(s)

**Account Status**

- Any -

**Items per page**

10

SEARCH RESET

| Employer | Doing Business As | Account Status | Date Enrolled | Date Terminated | Workforce Size | Number of Hiring Sites | Hiring Site Locations (by state) |
|---|---|---|---|---|---|---|---|
| Clyde Armory, Inc. | | Open | 07/29/2009 | | 20 to 99 | 1 | GA |

Showing 1 to 1 of 1 entries. CSV

HUNTSVILLE

Finance Department
Procurement Services Division

# CONTRACT/BID AWARD RECOMMENDATION FORM

**TO:** Carrie Power **DATE:** 11/21/2022
**FROM:** John Autry **DEPT:** Parking & Public Transit
**BID #:** 4-2023-54 **COMMODITY/SERVICE:** Tires and Tire Repair

**AGREEMENT BETWEEN CITY OF HUNTSVILLE AND** TJM Tire LLC dba Kelly's Tire Service

**RECOMMENDATION:** Award Contract to Kelly's Tire Service

| DESCRIPTION | PRICE | UOM | COMMENT |
|---|---|---|---|
| 275/70R22.5 X INCITY Z LRJ Michelin Tire | $581.08 | Per Tire | 60% Discount from List |
| 255/70R22.5 PIL XZE* LRH Michelin Tire | $479.99 | Per Tire | 60% Discount from List |
| LT225/75R16 Michelin BF Goodrich | $153.63 | Per Tire | 50% Discount Paratra Tire |
| New Bus Wheels / Paratransit Wheels | $135/125 | Per Wheel | Exact Price Per Bid |
| Flat Repair Bus / Van | $35 / $30 | Per tire | Exact Price Per Bid |
| Roadcall Service Charge Bus or Van | $70.00 | Per event | Flat Rate Per Bid |
| Emergency after hrs Rdside Assistance & Sundays bus/van | $110 | Per Event | Flat Rate Per Bid |

**INITIAL PURCHASE:** As Needed
**FUNDING SOURCE:** 54M10-515580-PT504020 54D1
**TERM OF CONTRACT:**
- ☐ One Time
- ☑ One Year w/ Additional One Year Extensions as Allowable by State Law
- ☐ One Year
- ☐ Three Months
- ☐ Other (Explain)

**APPROVALS:**
My staff and I have complied with all laws, regulations, City of Huntsville Procurement Rules, and the provisions of any contract and/or grant agreements applicable to this procurement process. In addition, my staff and I have not sought by collusion with the recommended Proposer/Bidder to obtain any advantage over any other Proposer/Bidder in this procurement.

Department Head — Date: 11/21/22

Procurement Manager — Date: 11/21/2022

Email completed form to Procurement@huntsvilleal.gov

HUNTSVILLE

Finance Department
Procurement Services Division

# CONTRACT/BID AWARD RECOMMENDATION FORM

Continuation – Page 2

**TO:** Carrie Power
**FROM:** John Autry
**BID #:** 4-2023-54
**DATE:** 11/17/2022
**DEPT:** Parking & Public Transit
**COMMODITY/SERVICE:** Tires and Tire Repair

| DESCRIPTION | PRICE | UOM | COMMENT |
|---|---|---|---|
| Used Tire Disposal and Recycle Fee bus / van | $8 / $3 | Per Tire | Exact Price Per Bid |
| Front End Alignment Bus | $129.95 | Per Bus | |
| Front End Alignment Van | $99.95 | Per Van | |
| Change Big Bus Tire, Mount and Dismount | $30.00 | Per Tire | Exact Price Per Bid |
| Change Paratransit Van Tire, Mount and Dismount | $27.50 | Per Tire | Exact Price Per Bid |

HUNTSVILLE

Tommy Battle
Mayor
**City of Huntsville, Alabama**
Finance Department
Procurement Services Division

# Invitation For Bids
# Tires & Tire Repair

| | |
|---|---|
| Invitation for Bid #: | 4-2023-54 |
| Issue Date: | November 1, 2022 |
| Bid Bond Requirements: | No, a Bid Bond is not required |
| Certificate of Insurance Requirements: | Yes, a certificate of insurance is required |
| Pre-Bid Teleconference Date and Time: | N/A |
| Pre-Bid Conference Date: | N/A |
| Deadline for Questions Date: | November 8, 2022 @ 2:00 PM<br>All questions must be submitted in writing to carrie.power@huntsvilleal.gov |
| IFB Closing Date: | November 15, 2022 @ 2:00:00 PM |
| Post-Closing Bidder Teleconference Date: | N/A |
| Post-Closing Bidder Presentation/Demonstration Date: | NA |
| Procurement Services Contact: | Carrie Power<br>carrie.power@huntsvilleal.gov<br>(256) 564-8060<br>(256) 427-5059 fax |
| City Internet Site: | https://www.bidnetdirect.com/alabama/cityofhuntsville |
| IFB E-Documents: | N/A |
| Bid Copies to be Submitted | 1 Original, 1 Copy |
| City File Reference: | Tires & Tire Repair 2023 |

# APPENDIX D
# DETAILED REQUIREMENTS CHECKLIST

The following specifications are being provided to potential bidders as guidelines which describe the minimum type and quality of service the City of Huntsville is requiring. The Bidder must indicate compliance or list exceptions to each specification item for consideration and/or acceptance. **Failure** to comply with this provision shall be cause for rejection of the bid as non-responsive.

| # | SPECIFICATIONS | VENDOR COMPLIANCE | |
|---|---|---|---|
| **I.** | **Objective** | **YES** | **NO** |
| **a.** | The City of Huntsville is seeking bids from interested and qualified firms to provide new tires and tire services for specified medium / heavy duty buses, paratransit minibuses, and smaller department service vehicles. The intent of this IFB is to award contract(s) to the/those responsible firm(s) whose bid, conforming to this IFB is the lowest responsive, responsible bid price; qualified, and compliant with minimum specifications considered. References from current and past customers receiving similar products and services shall be considered in evaluating the qualifications of the bidder. | | |
| **b.** | Prior Year Data show that a quantity of 144 recaps were purchased. This IFB and specification does not include recaps. It is the intent of the City of Huntsville Public Transit division to purchase all new tires for the fleet of 20 fixed route buses; per specifications. | | |
| **II.** | **Overview of the Fleet** | **YES** | **NO** |
| **a.** | The City of Huntsville's, Public Transit fleet currently consists of approximately 45 units, per attachment "A" – Vehicle Inventory. It includes:<br>• Quantity of 22 - 32' fixed route transit buses<br>• Quantity of 23 - 24' paratransit minibuses<br><br>All units are currently maintained by the City of Huntsville's Fleet Maintenance Division. | | |
| **III.** | **General** | **YES** | **NO** |
| **a.** | The selected Contractor(s) shall provide efficient and effective tire dispensing services necessary to support the City's vehicles and equipment at the City of Huntsville's Public Transit facility. This should include all staffing and management with stock that consists of new tires, per specifications. | | |
| **b.** | Work includes, but is not limited to, providing all labor, materials, equipment, tools, testing equipment, service truck(s) and services required for the program management and administration of scheduled maintenance and repairs (monitor and maintain proper tire pressure, check tire tread depth, rotate tires, balance tires, install new tires, properly dispose of unusable tires, inspect and submit reports), and tire emergency repairs on equipment owned by the City of Huntsville, Public Transit. | | |
| **c.** | Tire supply and/or services are for varied Public Transit vehicles of paratransit minibuses, and fixed route buses. | | |
| **d.** | The Contractor(s) shall be responsible for complying with any and all local, state and federal laws or regulations. | | |
| **e.** | The Contractor(s), as a minimum, shall meet or exceed with the applicable requirements of the latest and current revision of the following codes and specifications published by the following organizations:<br>**EPA** – Environmental Protection Agency<br>**OSHA** – Occupational Safety & Health Act<br>**ADEM** – Alabama Department of Environmental Management | | |

| | | | |
|---|---|---|---|
| f. | The Contractor(s) shall correct any and all deficiencies discovered during any inspection at no cost to the City of Huntsville. | | |
| IV. | **Responsibilities of the Selected Tire Contractor(s)** | YES | NO |
| a. | The selected Contractor(s) will be required to furnish all supervision, labor and sub-contract work needed to manage and maintain all tires on fixed route buses, and paratransit minibuses consistent with the performance standards and service specifications identified in this IFB. The Contractor(s) will be responsible for providing any and all equipment needed to provide new tires and tire services. | | |
| b. | The Contractor(s) will be required to have extended knowledge of proper application of tire types and sizes. Manufacturer's intended applications must be strictly followed to ensure the safe operation of City transit department vehicles. | | |
| c. | Contractor(s) must provide a personnel roster that identifies each person who will actually work on the contract and provide the title and function to be performed. | | |
| d. | The City of Huntsville reserves the right to inspect the Bidder's place of business to ascertain capacity to perform the requirements of this contract. | | |
| V. | **Use of City Public Transit Facility / Lot** | YES | NO |
| a. | The City of Huntsville will allow the Contractor(s) to use the Public Transit parking lot, and/or, the service bay located on the Transit property at 500 Church Street to perform the tire services specified in this IFB on Saturdays, or after 7 p.m. on weekdays, or as otherwise agreed upon between Public Transit and Contractor. | | |
| b. | Contractor shall be fully insured including Workers Compensation and Auto Liability Insurance. | | |
| c. | It is anticipated that a majority of work will be performed on the Public Transit facility parking lot. The City of Huntsville does not warrant or guarantee against the possibility that safety or environmental hazards or potential hazards may exist at the Public Transit Services compound. The Contractor(s) will be responsible for identifying any hazardous condition and notifying the City of Huntsville in writing within thirty (30) days of Agreement award. The Contractor(s) will be responsible for making arrangements for the assessment and inspection and will pay for the cost of these services. | | |
| d. | The Contractor(s) will not use City facilities or property for work on vehicles or equipment not owned by or leased by the City of Huntsville. City property will not be used in any manner for any personal advantage, business gain, or other personal endeavors by the Contractor(s) or the Contractor(s)'s employees other than in the performance of the work described in the Agreement unless otherwise authorized by the City of Huntsville. | | |
| e. | Within ten (10) days of Agreement award, the Contractor(s) will schedule with the City of Huntsville a joint inspection of the facility being provided for the purpose of identifying pre-existing deficiencies pertaining to the building, utility system, equipment and other assets. The Contractor(s) and the City of Huntsville will together make a complete and systematic inspection and inventory of all structural mechanical, electrical and utility systems and equipment and tools to which the Contractor(s) will have access to during the course of the Agreement period. The Contractor(s) will then prepare and submit to the City a Pre-Existing Deficiency Report describing all observed deficiencies pertaining to the joint inspection. The Contractor(s) will include and identify, as part of this listing, any feature or system which is functional, but which should be considered for replacement or upgrade due to age or overall condition. | | |
| f. | Subject to approval by the City of Huntsville, the Contractor(s) may use its own garage facilities for work on City equipment. | | |
| VI. | **Pricing of Tires** | YES | NO |
| a. | The Contractor(s) shall provide tires to the City of Huntsville at a reduced price from MSRP. The reduction should be a percentage markdown on all tires and should be a set percentage for each group of tire classification as specified by the City of Huntsville. | | |
| b. | The bidder must submit the latest manufacturer's price list for each group and each brand of tires bid with this bid. The price list should include the specific sizes of tires listed under each group on the tire classifications as detailed in this IFB. The price list must be the most current as of the bid opening date. | | |

| | | | |
|---|---|---|---|
| c. | Tires provided must be selected and/or mutually agreed upon by the City of Huntsville and the Contractor(s). Under no circumstances will the City of Huntsville be liable for any tire purchased from a source other than the Contractor(s) that was not approved prior to purchase. | | |
| d. | Manufacturer's current detailed product specifications and descriptions, and standard warranty information must be submitted for all products with its bid proposal. | | |
| e. | The percentage discounts in the original bid shall remain firm for the contract term. | | |
| f. | In the event of a manufacturer's list price decrease during the contract period, the City shall receive a full benefit of such price reduction + the discount in the original bid on any subsequent order placed from the effective date of the price reduction during the remainder of the contract period. | | |
| **VII.** | **Tire Specifications** | **YES** | **NO** |
| a. | Tires furnished by the Contractor(s) must be major brand (i.e. Michelin, Goodyear, Firestone/Bridgestone, BF Goodrich, or equivalent) unless otherwise noted. | | |
| b. | All tires shall be new, standard production and shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles. Tires are to be first quality type, no blemishes or seconds. | | |
| c. | Contractor(s) agrees to substitute for equal quality and value, any tires that have been discontinued and are no longer available. | | |
| d. | Current tire sizes, estimated quantities, and specifications, are as follows: | | |
| i. | Medium/Heavy Duty Buses | | |
| | **1.** 255/70 R22.5 Quantity: 40<br>Load Range H, Tread Depth 18/32, Loaded Radius 17.2", 36.7" Overall Diameter, 10.2" Width, 5510 lbs. Max Load Pressure (Single) | | |
| | **2.** 275/70 R22.5 Quantity: 40<br>Load Range J, Tread Depth 21/32, Loaded Radius 17.8", 38.1" Overall Diameter, 11.4" Width, 6940 lbs. Max Load Pressure (Single) | | |
| | • Desired attributes of Medium/Heavy Duty Bus Tires:<br>- Extra thick sidewall for shocks, impacts, and curb scrub<br>- Rated for urban transit use<br>- Chip and cut resistant tread compound<br>- Metallic chafer ply for protection against mounting damage and brake heat<br>- Full depth, interlocking sipes with zig-zag walls<br>- Rectangular bead bundle<br><br>*(Example of Medium/Heavy Duty Bus Tires meeting specifications would be Michelin X INCITY Z)* | | |
| ii. | Modified Paratransit Vans | | |
| | **1.** LT225/75 R16 Quantity: 161<br>Load Range E, Tread Depth 13, 29.29" Overall Diameter, 7" Width, 2680@80 lbs. Max Load Pressure (Single) | | |
| e. | The Contractor(s) will replace tires when tires have reached minimum tread depths or have failed, or are otherwise unacceptable due to weathering, irregular wear patterns, ply separations, bead separations or other unacceptable conditions that affect the safety and performance of vehicle and equipment. The Contractor(s) will evaluate all flat tires and will determine if the tire will be repaired or replaced according to tire condition and safety considerations. The Contractor(s) shall also provide wheel balancing on all new tires that are mounted and on existing tires that are repaired or that require subsequent wheel balancing. | | |
| **VIII.** | **Tire and Inventory Control** | **YES** | **NO** |
| a. | The Contractor(s) shall have access to and control over sufficient tire inventory provided by the vendor's on-site warehouse. The Contractor(s) shall evaluate the usage history of the current inventory of tires and therefore on a regular basis to identify those that should be removed from stock, added to stock, and to determine the stocking level of those that | | |

| | | | |
|---|---|---|---|
| | should remain in stock. Prompt response time to tire requests is crucial to establish and maintain a high level of shop productivity. Any decision to make changes that will impact response times will be mutually agreed upon by the Public Transit Manager and the Contractor(s). | | |
| **b.** | The City reserves the right to purchase tires and/or services from other sources if the vendor cannot obtain the desired tire size and/or services by the start of the business day following the request, in emergency situations to procure tires and/or services immediately and if the vendor cannot supply the tire and/or services in an acceptable timeframe. | | |
| **c.** | The Contractor(s) shall not issue tires or supplies to City personnel without a Purchase Order. The original detailed invoice and one copy will be sent to Public Transit Management's administrative section. Under no circumstances will City employees be allowed to purchase tires or supplies for personal use from the Contractor(s)'s facility located on City property. | | |
| **d.** | The Contractor(s) shall maintain warranty records of items sold to the City and issue any credits, including labor, tires and supplies to the City that are covered under these warranties. | | |
| **e.** | Any usable tire will be retained by the City of Huntsville, as defined by Public Transit personnel, without paying a disposal fee. | | |
| **f.** | Contractor(s) may utilize any tools (i.e., air compressors, torque wrenches, sockets, jacks) and equipment (i.e., forklifts), at their own risk. | | |
| **IX.** | **Pre-Mounted Inventory** | YES | **NO** |
| **a.** | Public Transit does not have a pre-mount inventory program in place at this time. | | |
| **X.** | **Public Transit Emergency Tire Service** | YES | **NO** |
| **a.** | The Contractor(s) shall respond, via telephone or two-way, to any request for tire service by Public Transit in a timely manner. | | |
| **b.** | The Contractor(s) shall perform any emergency tire repairs, as needed, to repair or replace equipment tire(s) of the Public Transit inventory in agreement. | | |
| **XI.** | **Public Transit After-Hour Emergency Tire Assistance** | YES | **NO** |
| **a.** | The Contractor(s) must be able to provide roadside assistance to Public Transit inventory identified in this agreement after normal business hours, including holidays and weekends, as required. | | |
| **b.** | Contractor(s) shall make every effort possible, including having all necessary tools, replacement materials and labor on hand at time of tire repair, to make all roadside tire repairs and tire replacement(s) in a safe, cost-efficient manner. | | |
| **c.** | In the event the Contractor(s) is unable or unwilling to respond within the required dispatch time after telephone notification of the emergency, Public Transit, City of Huntsville, reserves the right to procure the Products or Services or a combination of Products and Services elsewhere without Contract violation. | | |
| **XII.** | **Invoicing** | YES | **NO** |
| **a.** | Invoicing from the Contractor(s) shall include, but not be limited to, the following:<br>- Invoice Number<br>- Equipment Number (six digits)<br>- Date of Service<br>- Description of Service<br>- Cost of Tire<br>- Quantity<br>- Cost of Service<br>- Tire Disposal Fees<br>- Service Charge (when applicable)<br>- Invoice Total | | |
| **XIII.** | **Safety** | YES | **NO** |
| **a.** | The Contractor(s) shall provide safety barriers, as required, to clearly identify the working area and to prevent others from accessing the work area. This safety zone shall be | | |

| | | | |
|---|---|---|---|
| | sufficiently sized to prevent damage to others in case of installation failure or if tools or other items fall from equipment affected under this contract. | | |
| b. | Upon the completion of work, the Contractor(s) shall remove the safety barriers from the work area. | | |
| XIV. | **Deliverables** | YES | NO |
| a. | The Contractor(s) shall provide comprehensive activity reports from its computer database when requested. Some activity items, such as, but not limited to, lost sales, back orders and number of days on order may be required on a daily basis. The City reserves the right to require any information considered necessary to monitor the Contractor(s)'s operation and to receive them on whatever frequency (i.e. daily, weekly, etc.) | | |
| XV. | **Work Schedule** | YES | NO |
| a. | The current Public Transit Hours of Operation are:<br>Monday – Friday – 5:30 AM – 6:30 PM Regular Routes<br>Friday 5:30 PM – 10:00 PM Special Routes | | |
| b. | Anticipated expansion Public Transit Hours of Operation are:<br>Regular Routes Monday – Friday will be extended by two (2) hours<br>Monday - Friday - 5:30 AM - 8:30 PM Regular Routes<br>Saturday – 5:30 AM – 6:30 PM Regular Routes | | |
| XVI. | **Contractor(s) Personnel** | YES | NO |
| a. | The Contractor(s) shall provide sufficiently trained, knowledgeable and service-orientated personnel to efficiently and effectively operate the total tire services function, as detailed. The Contractor(s) must provide provisions for staffing, not only during normal working hours, but also during times of emergency, vacation and sick leave. The Contractor(s) shall be responsible for the hiring, staffing, supervising, promoting, transferring and dismissal of any person employed in the performance of the resulting contract. The Contractor(s) shall also be responsible for all wages, taxes, social security taxes, fringe benefits and training for these employees. Public Transit Management must approve the operation's supervisor selected by the Contractor(s). | | |
| b. | All employees will wear uniforms that will include the Contractor(s)'s name and employee's name in a visible location. | | |
| XVII. | **Compliance with FTA Special Terms and Conditions, Item 13, Substance Abuse Testing as Outlined Below** | YES | NO |
| a. | The Contractor(s)'s employees must meet City pre-employment standards including those associated with drug and alcohol tests. | | |
| b. | The Contractor(s) must comply with the drug and alcohol testing program that complies with the requirements under U.S. Department of Transportation (DOT), 49 C.F.R. part 40, as amended; the Federal Transit Administration (FTA), 49 C.F.R., part 655; and the Federal Motor Carrier Safety Administration (FMCSA), 49 C.F.R. part 382. This includes a written Drug and Alcohol Policy that has been approved by the City of Huntsville's Legal Department. The awarded Contractor(s) Drug & Alcohol Program must comply with the following: | | |
| i. | The company's Drug and Alcohol Policy must be approved by the City of Huntsville, Legal Department in writing. | | |
| ii. | The company must secure a DOT-compliant Testing Consortium/Third Party Administrator (C/TPA) to manage the drug and alcohol testing process, maintain record keeping and reporting requirements, and notify the company's Designated Employer Representative (DER) of all test results and other testing program elements. | | |
| c. | A company who is subject to DOT drug and alcohol testing regulations must submit annual drug and alcohol testing data as required by their respective DOT agency. The annual drug and alcohol testing data being submitted for a specific calendar year is to be submitted to Kimon Washington, City of Huntsville, Health Center Resources & Program Manager, 2227 Drake Avenue, SW, Suite 26, Huntsville, AL 35805, NO LATER than January 31st of the following calendar year. The MIS Report is a summary of testing requirements for the previous year. | | |

| | | | |
|---|---|---|---|
| **d.** | The Contractor(s) shall direct any comments, questions or concerns during the course of the resulting contract to the City of Huntsville's Public Transit Manager. | | |

# APPENDIX F
# BIDDER PRICING FORM

The City reserves the right to make an award in whole or part to one or more Bidders whenever deemed necessary and in the best interest of the City. Per Appendix B-Scope of Work & Related Information, bids will be evaluated as a whole. All minimum quantities provided are considered to be estimates only.

Bidder must include in its Bid price all labor, supervision, materials, equipment, and tools of the trade required to meet the Contract requirements. Prices quoted shall be in U.S. Dollars, delivered prices, F.O.B. destination, exclusive of all federal or state excise, sales, and manufacturer's taxes. The City will not accept charges for transportation, handling, packaging, installation or out-of-pocket expense other than as specified in the Bid.

Prices quoted to the City shall remain firm for a minimum of ninety (90) days from the date of opening of the bid, unless so stated differently in the bid. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. The City will be protected against any increase above the price in the bid. Any bid containing an "Escalator Clause" will not be considered unless so stipulated in the Invitation for Bid. Discounts will be considered in determining the lowest responsible bidder, however, any payment term based on less than 30 days will not be considered. Discounts will be figured from the date of acceptance by the City regardless of date of delivery or invoice.

Bidder shall acknowledge receipt of all addenda in the space provided on the Bidder Pricing Form below. Failure to acknowledge receipt of addenda shall not relieve Bidder of full responsibility for all requirements contained in addenda.

**We acknowledge receipt of the following addenda: _____**

**MEDIUM / HEAVY DUTY BUSES**

| DESCRIPTION | U/M | PRICE |
|---|---|---|
| DISCOUNT OFF NEW TIRE MSRP | EA | $ SEE Attached |
| NEW WHEEL | EA | $ 135.00 |
| CHANGE TIRE (PER TIRE) | EA | $ Included |
| MOUNT AND DISMOUNT (TO INCLUDE ACCESSORIES) | EA | $ 30.00 |
| FLAT REPAIR, OFF VEHICLE (PER TIRE) | EA | $ 35.00 |
| ROADCALL SERVICE CHARGE - TIRES Flat Rate | HR | $ 70.00 |
| EMERGENCY VEHICLE AFTER-HOURS ROADSIDE ASSISTANCE - TIRES | HR | $ 110.00 |
| USED TIRE RECYCLE AND DISPOSAL FEE (PER TIRE) | EA | $ 8.00 |
| ALIGNMENT | EA | $ 129.95 |

Service CALL - Sunday's Flat Rate 110.00

**MODIFIED VANS**

| DESCRIPTION | U/M | PRICE |
|---|---|---|
| DISCOUNT OFF NEW TIRE MSRP | EA | $ See Attached |
| NEW WHEEL | EA | $ 125 |
| CHANGE TIRE (PER TIRE) | EA | $ Included |
| MOUNT AND DISMOUNT (TO INCLUDE ACCESSORIES) | EA | $ 27.50 |
| FLAT REPAIR (PER TIRE) | EA | $ 30.00 |
| ROADCALL SERVICE CHARGE - TIRES Flat Rate | HR | $ 70 |
| EMERGENCY VEHICLE AFTER-HOURS ROADSIDE ASSISTANCE - TIRES | HR | $ 110.00 |
| USED TIRE RECYCLE AND DISPOSAL FEE (PER TIRE) | EA | $ 3.00 |
| ALIGNMENT | EA | $ 99.95 |

Service CALL Sunday's Flat Rate 110.00

This Price Bid Form is hereby submitted by the undersigned:

| | |
|---|---|
| TJM Tire LLC | Michael Johnson Member |
| Printed legal name of Bidder | Printed name of individual/corporate officer/general partner/joint venturer AND Title |
| Michael Johnson | 11.14.22 |
| Signature | Date |

# APPENDIX H

# CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

**A. General Information.** Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): TJM Tire LLC DBA Kelly's Tire Service
- City of Huntsville current taxpayer identification number (if available): 44110. (Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

**B. Type of Ownership.** Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

| Type of Ownership *(check appropriate box)* | Entity I. D. Number & Applicable State |
|---|---|
| ❑ Individual or Sole Proprietorship | Not Applicable |
| ❑ General Partnership | Not Applicable |
| ❑ Limited Partnership (LP) | Number & State: |
| ❑ Limited Liability Partnership (LLP) | Number & State: |
| ❑ Limited Liability Company (LLC) (Single Member) | Number & State: |
| ❑ LLC (Multi-Member) | Number & State: |
| ☒ Corporation | Number & State: Alabama NO 284 434-997 |
| ❑ Other, please explain: | Number & State (if a filing entity under state law): |

**C. Entity I.D. Numbers.** If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: www.sos.state.al.us/, under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

**D. Formation Documents.** Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, ***are not required unless:*** (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

*Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.*

Signature: Michael Johnson Title (if applicable): Member

Type or legibly write name: Michael Johnson Date: 11-14-22

# Alabama Secretary of State

| TJM Tire, LLC | |
|---|---|
| Entity ID Number | 000 - 284 - 997 |
| Entity Type | Domestic Limited Liability Company |
| Principal Address | 2750 JORDAN LANE<br>HUNTSVILLE, AL 35816 |
| Principal Mailing Address | 2750 JORDAN LANE<br>HUNTSVILLE, AL 35816 |
| Status | Exists |
| Place of Formation | Madison County |
| Formation Date | 08/02/2013 |
| Registered Agent Name | LOVETT, THOMAS |
| Registered Office Street Address | 2750 JORDAN LANE<br>HUNTSVILLE, AL 35816 |
| Registered Office Mailing Address | 2750 JORDAN LANE<br>HUNTSVILLE, AL 35816 |
| Nature of Business | TIRE SALES & ANY OTHER LAWFUL PURPOSE |
| **Organizers** | |
| Organizer Name | NOT PROVIDED |
| Organizer Street Address | Not Provided |
| Organizer Mailing Address | Not Provided |
| Organizer Name | LOVETT, THOMAS |
| Organizer Street Address | 28955 COPELAND ROAD<br>TONEY, AL 35773 |
| Organizer Mailing Address | 28955 COPELAND ROAD<br>TONEY, AL 35773 |
| **Annual Reports** | |
| Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports. | |
| Report Year | 2021 |
| **Scanned Documents** | |
| Document Date / Type / Pages | 08/15/2013 Certificate of Formation 6 pgs. |
| | |

Browse Results | New Search

# APPENDIX C
# BIDDER INFORMATION & ACKNOWLEDGEMENTS

## 1. BIDDER INFORMATION

Business Organization

Name of Proposer (exactly as it would appear on an agreement):

TJM Tire LLC

Doing-Business-As Name of Proposer:

Kelly's Tire Service

Principal Office Address:

2832 B Jordan Lane
Huntsville AL 35816

Telephone Number: 256-217-8680

Fax Number: 256-217-8679

Form of Business Entity [check one ("X")]

| | |
|---|---|
| Corporation | X |
| Partnership | |
| Individual | |
| Joint Venture | |
| Other (describe): | |

Corporation Statement

If a corporation, answer the following:

Date of incorporation: 8-2013
Location of incorporation: Alabama
The corporation is held: Publicly ___ Privately X

Names and titles of corporate officers:

Michael Johnson
Thomas Lovett
James Cantrell

Partnership Statement

If a partnership, answer the following:

Date of organization: _____
Location of organization: _____
The partnership is: General ___ Limited ___

Name, address, and ownership share of each general partner owning more than five percent (5%) of the partnership:

_____

_____

_____

_____

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: _____
Location of organization: _____
JV Agreement recorded? Yes ___ No ___

Name, address of each Joint Venturer and percent of ownership of each:

_____

_____

_____

_____

## 2. CITY OF HUNTSVILLE EMPLOYEE, MEMBER OF HOUSEHOLD OR BUSINESS ASSOCIATE

Code of Ala. 1975§36-25-11 requires that contracts entered into with a public official, a public employee, a member of the household of the public official or public employee, or a business with which a public official or public employee associates be filed with the Alabama Ethic Commission. If you are awarded the contract, and if you are a City employee, or if a member of your household is a City employee or public official, or if your business associates with a City employee or public official, you must comply with the provisions of Code al Ala. 1975§36-25-11.

City Employee — Yes _____ No X
If "Yes," Department _____

Member of Household City Employee — Yes _____ No X
If "Yes," Name (s) _____

Anyone associated with your company a City Employee — Yes _____ No X
If "Yes," Name (s) _____

## 3. CONTRACTOR E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as " the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in

accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2).

Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

"By signing this contract the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

## 4. ACKNOWLEDGEMENTS

**I hereby certify that I have read and understand the City of Huntsville's General Terms and Conditions. I hereby certify that I agree to comply with all of the General Terms and Conditions of this IFB. I also understand that the General Terms & Conditions are standard and that any contradicting requirements of the IFB supercede.**

**I affirm that I have not been in any agreement or collusion among Proposers or prospective Proposers in restraint of freedom of competition.**

**Upon award of this bid, I will not substitute any item on this bid under any circumstances.**

**By signing this submittal, the Bidder represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.**

Michael Johnson
Signature of Proposer

Michael Johnson
Print or Type Name of Proposer

11-14-2022
Date

TJM Tire LLC
Legal Name of Firm

2832 B Jordan Lane
Mailing Address

Huntsville AL 35816
City State Zip Code

256-217-8680 2562178679
Phone Fax

Michael J@TJMLLC.com
Email Address

Kellys Tire Service
Website Address

# E-Verify

Company ID Number: 441388
Client Company ID Number: 703998

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent and DHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.

**Approved by:**

**Employer** TJM Tire LLC

| | |
|---|---|
| Thomas Lovett<br>Name (Please Type or Print) | member<br>Title |
| <br>Signature | 8-27-13<br>Date |

**E-Verify Employer Agent** Mason, Reardon & Diehl, Inc.

| | |
|---|---|
| Lauren Stokes<br>Name (Please Type or Print) | <br>Title |
| *Electronically Signed*<br>Signature | 08/20/2013<br>Date |

Department of Homeland Security - Verification Division

| | |
|---|---|
| Name (Please Type or Print) | Title |
| Signature | Date |

**Information Required**
**For the E-Verify E-Verify Employer Agent Program**

Information relating to your Company:

Company Name: TJM Tire LLC

HUNTSVILLE

Finance Department
Procurement Services Division

# CONTRACT/BID AWARD RECOMMENDATION FORM

**TO:** PROCUREMENT **DATE:** 11/30/2022
**FROM:** AUTUMN MCCORD **DEPT:** FLEET SERVICES
**BID #:** 17-2023-15 **COMMODITY/SERVICE:** Automotive Lighting, Assoc. Equip.

**AGREEMENT BETWEEN CITY OF HUNTSVILLE AND** Mobile Communications America, Inc.

**RECOMMENDATION:** Please award this bid to Mobile Communications America, Inc. as they were the lowest, responsive bidder.

| DESCRIPTION | PRICE | UOM | COMMENT |
|---|---|---|---|
| 1. FEDERAL SIGNAL VALOR BW FRONT BARW REA | $2625.00 | EACH | |
| 2. FEDERAL SIGNAL HOOK KIT 2020 FPIU | $55.813 | EACH | |
| 3. FEDERAL SIGNAL PATHFINDER SIREN ALL DIGIT | $892.50 | EACH | |
| 4. FEDERAL SIGNAL OBD INTERFACE CABLE 25FT F | $125.00 | EACH | |
| 5. FEDERAL SIGNAL FPIU SPEAKER BRACKET NO D | $28.788 | EACH | |
| 6. FEDERAL SIGNAL DUAL RUMBLER KIT | $438.75 | EACH | |
| 7. FEDERAL SIGNAL 2020 FPIU RUMBLER MOUNTIN | $40.538 | EACH | |

**INITIAL PURCHASE:** As Needed
**FUNDING SOURCE:** 3020-15-00000-520100-0000000
**TERM OF CONTRACT:**
- ☐ One Time
- ☑ One Year w/ Additional One Year Extensions as Allowable by State Law
- ☐ One Year
- ☐ Three Months
- ☐ Other (Explain)

**APPROVALS:**
My staff and I have complied with all laws, regulations, City of Huntsville Procurement Rules, and the provisions of any contract and/or grant agreements applicable to this procurement process. In addition, my staff and I have not sought by collusion with the recommended Proposer/Bidder to obtain any advantage over any other Proposer/Bidder in this procurement.

Ricky Wilkinson Digitally signed by Ricky Wilkinson Date: 2022.11.30 13:19:25-06'00' — 11/30/2022
Department Head — Date

Tamara M. Yancy Digitally signed by Tamara M. Yancy Date: 2022.11.30 13:45:29 -06'00' — 11/30/2022
Procurement Manager — Date

Email completed form to Procurement@huntsvilleal.gov

HUNTSVILLE

Finance Department
Procurement Services Division

# CONTRACT/BID AWARD RECOMMENDATION FORM

**Continuation – Page 2**

**TO:** PROCUREMENT **DATE:** 11/30/2022
**FROM:** AUTUMN MCCORD **DEPT:** FLEET SERVICES
**BID #:** 17-2023-15 **COMMODITY/SERVICE:** AUTOMOTIVE LIGHTING, ASSO

| DESCRIPTION | PRICE | UOM | COMMENT |
|---|---|---|---|
| 8. FEDERAL SIGNAL 3" RED/WHITE INTERIOR LIGH | $55.813 | EACH | |
| 9. FEDERAL SIGNAL FLUSH MOUNT LED BLUE, REA | $74.025 | EACH | |
| 10. FEDERAL SIGNAL MICROPULSE WIDE ANGLE BI | $161.563 | EACH | |
| 11. FEDERAL SIGNAL UNDER MIRROR BRACKET FO | $24.088 | EACH | |
| 12. FEDERAL SIGNAL MPS BLUE /W HIT E, ABOVE R | $122.788 | EACH | |
| 13. FEDERAL SIGNAL MICROPULSE ULTRA BLUE/W | $98.75 | EACH | |
| 14. FEDERAL SIGNAL CHARGER SPEAKER BRACKE | $51.113 | EACH | |
| 15. FEDERAL SIGNAL 100w SPEAKER | $225.013 | EACH | |
| 16. FEDERAL SIGNAL FRONT ILS BLUE/WHITE | $866.25 | EACH | |
| 17. FEDERAL SIGNAL 8 HEAD CN SIGNALMASTER B | $687.50 | EACH | |
| 18. FEDERAL SIGNAL PATHFINDER HANDHELD SI | $1,027.50 | EACH | |
| 19. FEDERAL SIGNAL OBD INTERFACE CABLE 25FT | $125.00 | EACH | |
| 20. FEDERAL SIGNAL MPS6 SWIVEL BRACKET | $19.975 | EACH | |
| 21. FEDERAL SIGNAL LONG L BRACKET FOR REAR | $24.675 | EACH | |
| 22. FEDERAL SIGNAL MICROPULSE ULTRA BLUE/W | $98.75 | EACH | |
| 23. FEDERAL SIGNAL HIDEAWAY LED BLUE, REAR | $76.375 | EACH | |
| 24. FEDERAL SIGNAL 53" ALLEGIANT AMBER FRON | $1,500.00 | EACH | |
| 25 . WIIELEN 81" FREE DOM IV LIGIIT BAR | $3,331.50 | EACH | |
| 26 . WIIELEN 72" FREEDOM IV LIGHTBAR | $2,913.00 | EACH | |
| 27. LABOR RATE PER HOUR FOR INSTALLATION/RE | $115.00 | PER HR | |
| DISCOUNT PERCENTAGE OFF LIST PRICE FOR FEDE | 20% | EACH | |
| DISCOUNT PERCENTAGE OFF LIST PRICE FOR WHE | 20% | EACH | |
| DISCOUNT PERCENTAGE OFF LIST PRICE FOR OTHI | 20% | EACH | |
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HUNTSVILLE

Tommy Battle
Mayor
**City of Huntsville, Alabama**
Finance Department
Procurement Services Division

# Invitation For Bids
# Automotive Lighting, Associated Equipment & Installation/Removal Services

| | |
|---|---|
| Invitation for Bid #: | 17-2023-15 |
| Issue Date: | November 15, 2022 |
| Bid Bond Requirements: | No, a Bid Bond is not required |
| Certificate of Insurance Requirements: | Yes, a Certificate of Insurance is required |
| Pre-Bid Teleconference Date and Time: | N/A |
| Pre-Bid Conference Date: | N/A |
| Deadline for Questions Date: | November 22, 2022 @ 5:00 PM<br>All questions must be submitted in writing to larissa.schroeder@huntsvilleal.gov. |
| IFB Closing Date: | November 29, 2022 @ 2:00:00 PM |
| Post-Closing Bidder Teleconference Date: | N/A |
| Post-Closing Bidder Presentation/Demonstration Date: | N/A |
| Procurement Services Contact: | LaRissa Schroeder<br>larissa.schroeder@huntsvilleal.gov<br>(256) 427-5058<br>(256) 427-5059 fax |
| City Internet Site: | www.bidnetdirect.com/alabama/cityofhuntsville |
| IFB E-Documents: | Automotive Lighting, Associated Equipment & Installation Removal Services Bidder Pricing Form 2023.xlsx |
| Bid Copies to be Submitted | 1 Original, 1 Copy |
| City File Reference: | Automotive Lighting, Associated Equipment & Installation/Removal Services 2023 |

# APPENDIX D
# DETAILED REQUIREMENTS CHECKLIST

The following specifications are being provided to potential bidders as guidelines which describe the minimum type and quality of equipment and service the City of Huntsville is requiring. The Bidder must indicate compliance or list exceptions to each specification item for consideration and/or acceptance. **Failure** to comply with this provision shall be cause for rejection of the bid as non-responsive.

| Line Ref # | DETAILED REQUIREMENTS | Compliant? | |
|---|---|---|---|
| | | Yes | No |
| | **A. GENERAL INFORMATION** | | |
| 1 | The City reserves the right to procure and/or substitute any product furnished by the Bidder/Contractor if it is in the best interest of the City. | X | |
| 2 | All products shall be new, standard production and shall be of standard OEM quality equal to or superior in every respect to be first quality type, no blemishes, or seconds. | X | |
| | **B. CONTRACTOR COMPLIANCE SPECIFICATIONS** | | |
| 3 | The Contractor is not to sell any items until a purchase order has been issued. | X | |
| 4 | The Contractor will be responsible for handling all warranty claims. | X | |
| 5 | The Contractor will provide warranty on all items sold for a period of not less than one (1) year. | X | |
| 6 | The Contractor agrees to warehouse or store items purchased for a period up to ten (10) months at no cost to the City. | X | |
| 7 | The Contractor must have a manned repair facility with a minimum of three (3) employees skilled in the removal/installation of the equipment that meets the needs of the City as defined in this contract. The facility must be secure and located within the corporate boundaries of the city of Huntsville and have a commute time of thirty (30) minutes or less to/from the Fleet Services Department, 2739 Johnson Road, Huntsville, Alabama 35805. | X | |
| 8 | The following standards shall be observed for the installation and removal of equipment for the City. Any request for deviation from this policy shall be submitted in writing to the Fleet Services Manager as appropriate for approval before work begins. All installations/removals shall be inspected by the appropriate City personnel upon delivery to the City to ascertain compliance with specifications. Dispute resolution and installation inspection of vehicles will be determined/conducted by the appropriate City personnel. Items not found to comply will be rejected until proper remedial measures are taken to assure conformity. Remedial measures shall be taken no less than five (5) working days from original delivery. | X | |
| 9 | The location of equipment will be determined either by existing template vehicles or by consulting the appropriate City personnel. Always consult the manufacturer's upfit manual for proper locations. | X | |

| Line Ref # | DETAILED REQUIREMENTS | Compliant? | |
|---|---|---|---|
| | | Yes | No |
| 10 | The equipment shall in no way obstruct the operation of the vehicle or other equipment and shall not encumber the operator in any way. At no time and in no way shall any component interfere with the operation of air bags or any of their components. All units shall be mounted so that it is easily within the operator's field of view. All units shall be mounted securely and in a manner that minimizes vibrations and maximizes utility. | X | |
| 11 | All wires shall be in split loom flexible conduit and use shortest possible runs of wiring between components. Wiring shall never be secured to steering column, brake, or clutch components, or encumber any other moving part under the dash. Cables that are routed outside the passenger compartment shall not obstruct nor contact suspension components. All wiring connections, placement, and routing must meet vehicle manufacturer standards. Conduit and wiring shall be routed up and under the dash out of sight and secured with wire ties, behind kick panels and under door sills. Cables that are routed outside the passenger compartment shall not obstruct nor contact suspension components. Entry through bulkheads shall be sealed as recommended by the manufacturer's upfit manual to provide safe passage of wiring from exterior to interior. | X | |
| 12 | At no time and in no way is excess wiring to be allowed in an installation All wire connections shall be made in in accordance with the manufacturer's recommendations. | X | |
| 13 | Cabling shall be routed away from all hot surfaces such as manifolds, catalytic converters, mufflers, and other exhaust members. All power wires are to be connected to the accessory breakout box, wired such that they are energized only when the vehicle ignition switch is on (relays will be allowed for this purpose as necessary and will be furnished as a part of the installation). All units must be wired with the positive lead fused according to the manufacturer's upfit manual. | X | |
| 14 | Care shall be used in the drilling of holes to ensure no obstructions, bracing or other components shall be damaged. The Contractor will be responsible for all repairs to a vehicle as the result of misdrilled holes or other acts of negligence. The Contractor shall notify management of acts of negligence so a suitable course of action may be determined. (Acts of negligence to be determined by a designated City employee) | X | |
| 15 | Antenna locations shall be determined on an individual basis by appropriate City personnel. All connections shall be in compliance with manufacturer requirements for antenna attachments. | X | |
| 16 | Removal of equipment shall be accomplished with the same attention to detail as installations. All mounting hardware shall be removed, no screws or brackets are to be left behind that were not part of the vehicle when delivered from the factory. At no time and in no way are excess wires to be left in place or simply "cut off". All wiring shall be removed from point of origin to termination. Bulkhead passages shall be filled and sealed (made watertight) when empty of wiring. | X | |
| | **C. PRODUCT PRICING LIST** | | |
| 17 | The Contractor must submit two (2) catalogs and list pricing for all the other manufacturer's equipment not listed within the Bidder Pricing Form. | X | |

| Line Ref # | DETAILED REQUIREMENTS | Compliant? | |
|---|---|---|---|
| | | Yes | No |
| 18 | The discount percentage off list price for all the manufacturer's catalog items must be no less than 20%. | X | |
| 19 | Pricing on lighting and equipment must include freight. | X | |
| 20 | All bid items listed within the Bidder Pricing Form must match the part number and manufacturer. Any items that are claimed to be equivalent will not be accepted. | X | |
| 21 | The Contractor must be an authorized dealer able to sell, warranty, and install Federal Signal products. | X | |
| 22 | The Contractor must be an authorized dealer able to sell, warranty, and install Whelen products. | X | |

# APPENDIX F
# BIDDER PRICING FORM

The City reserves the right to make an award in whole or part to one or more Bidders whenever deemed necessary and in the best interest of the City. Per Appendix B-Scope of Work & Related Information, bids will be evaluated as a whole. All minimum quantities provided are considered to be estimates only.

Bidder must include in its Bid price all labor, supervision, materials, equipment, and tools of the trade required to meet the Contract requirements. Prices quoted shall be in U.S. Dollars, delivered prices, F.O.B. destination, exclusive of all federal or state excise, sales, and manufacturer's taxes. The City will not accept charges for transportation, handling, packaging, installation or out-of-pocket expense other than as specified in the Bid.

Prices quoted to the City shall remain firm for a minimum of ninety (90) days from the date of opening of the bid, unless so stated differently in the bid. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. The City will be protected against any increase above the price in the bid. Any bid containing an "Escalator Clause" will not be considered unless so stipulated in the Invitation for Bid. Discounts will be considered in determining the lowest responsible bidder, however, any payment term based on less than 30 days will not be considered. Discounts will be figured from the date of acceptance by the City regardless of date of delivery or invoice.

Bidder shall acknowledge receipt of all addenda in the space provided on the Bidder Pricing Form below. Failure to acknowledge receipt of addenda shall not relieve Bidder of full responsibility for all requirements contained in addenda.

**We acknowledge receipt of the following addenda:** One (1)

**See Bidder Pricing Form attached as a separate file - Automotive Lighting, Associated Equipment & Installation Removal Services Bidder Pricing Form 2023.xlsx**

**The Bidder Pricing Form must be completed, signed and submitted with the bid response.**

**BIDDER PRICING FORM**

**AUTOMOTIVE LIGHTING, ASSOCIATED EQUIPMENT & INSTALLATION/REMOVAL SERVICES**

**BID# 17-2023-15**

| Item # | Description | Part Number | Part Manufacturer | Estimated Quantity | Unit | Unit Price | Extended Total |
|---|---|---|---|---|---|---|---|
| 1 | FEDERAL SIGNAL VALOR BW FRONT BARW REAR | VALR51J-1638213049 | FEDERAL SIGNAL | 2 | EACH | **$2,625.000** | **$5,250.000** |
| 2 | FEDERAL SIGNAL HOOK KIT 2020 FPIU | HKB-FPIU20-HP | FEDERAL SIGNAL | 2 | EACH | **$55.813** | **$111.625** |
| 3 | FEDERAL SIGNAL PATHFINDER SIREN ALL DIGITAL WITH INTRAGRATED RUMBLER | PF200 | FEDERAL SIGNAL | 2 | EACH | **$892.500** | **$1,785.000** |
| 4 | FEDERAL SIGNAL OBD INTERFACE CABLE 25FT FORD FPIU | OBDCABLE25-2 | FEDERAL SIGNAL | 2 | EACH | **$125.000** | **$250.000** |
| 5 | FEDERAL SIGNAL FPIU SPEAKER BRACKET NO DRILL | ESBL-FPIU20 | FEDERAL SIGNAL | 2 | EACH | **$28.788** | **$57.575** |
| 6 | FEDERAL SIGNAL DUAL RUMBLER KIT | RBKIT2 | FEDERAL SIGNAL | 2 | EACH | **$438.750** | **$877.500** |
| 7 | FEDERAL SIGNAL 2020 FPIU RUMBLER MOUNTING KIT | RB-FPIU20 | FEDERAL SIGNAL | 2 | EACH | **$40.538** | **$81.075** |
| 8 | FEDERAL SIGNAL 3" RED/WHITE INTERIOR LIGHT | COM3SRWC | FEDERAL SIGNAL | 2 | EACH | **$55.813** | **$111.625** |
| 9 | FEDERAL SIGNAL FLUSH MOUNT LED BLUE (REAR OEM BUMPER) | 416300-BW | FEDERAL SIGNAL | 2 | EACH | **$74.025** | **$148.050** |
| 10 | FEDERAL SIGNAL MICROPULSE WIDE ANGLE BLUE (UNDER | MPSW9-BW | FEDERAL SIGNAL | 2 | EACH | **$161.563** | **$323.125** |
| 11 | FEDERAL SIGNAL UNDER MIRROR BRACKET FOR 2020 FPIU AND | MPSMW9-FPIU20MIR | FEDERAL SIGNAL | 2 | EACH | **$24.088** | **$48.175** |
| 12 | FEDERAL SIGNAL MPS BLUE/WHITE (ABOVE REAR TAG) | MPS652-BW | FEDERAL SIGNAL | 2 | EACH | **$122.788** | **$245.575** |
| 13 | FEDERAL SIGNAL MICROPULSE ULTRA BLUE/WHITE (GRILLE/BOTTOM OF HATCH) | MPS62U-BW | FEDERAL SIGNAL | 2 | EACH | **$98.750** | **$197.500** |
| 14 | FEDERAL SIGNAL CHARGER SPEAKER BRACKET | ESB-CHGR15 | FEDERAL SIGNAL | 2 | EACH | **$51.113** | **$102.225** |
| 15 | FEDERAL SIGNAL 100W SPEAKER | ES100C | FEDERAL SIGNAL | 9 | EACH | **$225.013** | **$2,025.113** |
| 16 | FEDERAL SIGNAL FRONT ILS BLUE/WHITE | SIFMJS-MALIBU-BW | FEDERAL SIGNAL | 9 | EACH | **$866.250** | **$7,796.250** |
| 17 | FEDERAL SIGNAL 8 HEAD CN SIGNALMASTER BLUE/AMBER | CNSMJ8R-P2C | FEDERAL SIGNAL | 9 | EACH | **$687.500** | **$6,187.500** |
| 18 | FEDERAL SIGNAL PATHFINDER HANDHELD SIREN ALL DIGITAL WITH INTRAGRATED RUMBLER | PF200H | FEDERAL SIGNAL | 9 | EACH | **$1,027.500** | **$9,247.500** |
| 19 | FEDERAL SIGNAL OBD INTERFACE CABLE 25FT FORD UNIVERSAL | OBDCABLE25-1 | FEDERAL SIGNAL | 9 | EACH | **$125.000** | **$1,125.000** |
| 20 | FEDERAL SIGNAL MPS6 SWIVEL BRACKET | MPSM6-SB | FEDERAL SIGNAL | 9 | EACH | **$19.975** | **$179.775** |
| 21 | FEDERAL SIGNAL LONG L BRACKET FOR REAR CNSMJ8R | SLB-001 | FEDERAL SIGNAL | 9 | EACH | **$24.675** | **$222.075** |
| 22 | FEDERAL SIGNAL MICROPULSE ULTRA BLUE/WHITE (GRILLE/REAR SIDE DOOR) | MPS62U-BW | FEDERAL SIGNAL | 9 | EACH | **$98.750** | **$888.750** |
| 23 | FEDERAL SIGNAL HIDEAWAY LED BLUE (REAR TAIL LIGHT) | 416900-BW | FEDERAL SIGNAL | 9 | EACH | **$76.375** | **$687.375** |
| 24 | FEDERAL SIGNAL 53" ALLEGIANT AMBER FRONT/REAR FLOOD CLEAR DOME 6 BUTTON CONTROLLER | ALGT53JZ-AMBR3H6C | FEDERAL SIGNAL | 7 | EACH | **$1,500.000** | **$10,500.000** |
| 25 | 81" FREEDOM IV LIGHTBAR | F4N1QLED | WHELEN | 1 | EACH | **$3,331.500** | **$3,331.500** |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 26 | 72" FREEDOM IV LIGHTBAR | F4N7QLED | WHELEN | 1 | EACH | $2,913.000 | $2,913.000 |

*Quantities provided are for evaluation purposes only. Actual amounts will be subject to amounts needed.

**EQUIPMENT TOTAL:** $54,692.888

| Item # | Description | Part Number | Part Manufacturer | Estimated Quantity | Unit | Unit Price | Extended Total |
|---|---|---|---|---|---|---|---|
| 27 | LABOR RATE PER HOUR FOR INSTALLATION/REMOVAL/UPFITS | N/A | N/A | 8 | HRS | $115.000 | $920.000 |

*Quantities provided are for evaluation purposes only. Actual amounts will be subject to amounts needed.

**LABOR TOTAL:** $920.000

**GRAND TOTAL FOR EQUIPMENT & LABOR:** $55,612.888

**The discount percentage off list price for all the manufacturer's catalog items must be no less than 20%.** _____ (Bidders Initials)

**Discount percentage off list price for Federal Signal items not listed in Bidder Pricing Form** 20 %

**Discount percentage off list price for Whelen items not listed in Bidder Pricing Form** 20 %

**Discount percentage off list price for other manufacturer items not listed in Bidder Pricing Form** 20 %

This Price Bid Form is hereby submitted by the undersigned:

Mobile Communications America, Inc.
Printed legal name of Bidder

Frank Vanderbilt, C.O.O.
Printed name of individual/corporate officer/general partner/joint venturer AND Title

Signature

11.22.22
Date

## *ADDITIONAL MANUFACTURERS*

ABLE 2 PRODUCTS
AMERICAN ALUMINUM
ASSEMBLED PROD. - JOTTO DESK
BIG SKY RACKS
BROOKINGS
CPI
EIGHT EVP
FEDERAL SIGNAL
FENIEX
GO RHINO
HAVIS
INVERTERS DC/AC
MARTEL
PACER MARINE
RAM
SETINA
SHO-ME
SOUNDOFF SIGNAL
STAR HEADLIGHT
STI-CO
SYNNEX CORP/GETAC
TOMAR
WHELEN
WINDY CITY WIRE
GETAC
LIND Electronics
SONETICS/FIRECOM
PRO-GARD
PANASONIC

Mobile Communications America is a vendor for all the manufacturers listed on this page. Due to printing Catalogs & List pricing for each would be thousands of pages, we are happy to provide as needed/requested.

# APPENDIX H

# CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

**A. General Information.** Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): Mobile Communications America, Inc.
- City of Huntsville current taxpayer identification number (if available): 318668
  (Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

**B. Type of Ownership.** Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

| Type of Ownership (*check appropriate box*) | Entity I. D. Number & Applicable State |
|---|---|
| ☐ Individual or Sole Proprietorship | Not Applicable |
| ☐ General Partnership | Not Applicable |
| ☐ Limited Partnership (LP) | Number & State: |
| ☐ Limited Liability Partnership (LLP) | Number & State: |
| ☐ Limited Liability Company (LLC) (Single Member) | Number & State: |
| ☐ LLC (Multi-Member) | Number & State: |
| ☒ Corporation | Number & State: 000-299-361 Alabama |
| ☐ Other, please explain: | Number & State (if a filing entity under state law): |

**C. Entity I.D. Numbers.** If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: www.sos.state.al.us/, under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

**D. Formation Documents.** Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, ***are not required unless:*** (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

*Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.*

Signature: _____ Title (if applicable): COO

Type or legibly write name: Frank Vanderbilt Date: 11/22/2022

# Alabama Secretary of State

| Mobile Communications America, Inc. | |
|---|---|
| Entity ID Number | 000 - 299 - 361 |
| Entity Type | Foreign Corporation |
| Principal Address | 100 DUNBAR STREET STE 200<br>SPARTANBURG, SC 29306 |
| Principal Mailing Address | 100 DUNBAR STREET STE 200<br>SPARTANBURG, SC 29306 |
| Status | Exists |
| Place of Formation | Delaware |
| Formation Date | 08/01/2013 |
| Qualify Date | 03/24/2014 |
| Registered Agent Name | CORPORATION SERVICE COMPANY, INC. |
| Registered Office Street Address | 641 SOUTH LAWRENCE STREET<br>MONTGOMERY, AL 36104 |
| Registered Office Mailing Address | 641 SOUTH LAWRENCE STREET<br>MONTGOMERY, AL 36104 |
| Nature of Business | |
| Capital Authorized | |
| Capital Paid In | |
| Doing Business in AL Since | 03/21/2014 |

**Annual Reports**

Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.

| Report Year | 2015 2016 2017 2018 2019 2020 2021 2022 |
|---|---|

**Transactions**

| | |
|---|---|
| Transaction Date | 05/16/2018 |
| Legal Name Merged | Mobile Communications of North Florida, LLC |
| Transaction Date | 05/16/2018 |
| Miscellaneous Filing Entry | Merger Effective 12-31-2017 11:59 11:59 |
| Transaction Date | 07/22/2021 |
| Legal Name Merged | Sharp Communication, Inc. |
| Transaction Date | 07/22/2021 |
| Miscellaneous Filing Entry | Merger Effective 07/31/2021 @ 17:00 |
| Transaction Date | 12/29/2021 |

| Mobile Communications America, Inc. | |
|---|---|
| Agent Mailing Address Changed From | C T CORPORATION SYSTEM<br>2 NORTH JACKSON STREET STE 605<br>MONTGOMERY, AL 36104 |
| Transaction Date | 12/29/2021 |
| Registered Agent Changed From | C T CORPORATION SYSTEM<br>2 NORTH JACKSON STREET STE 605<br>MONTGOMERY, AL 36104 |

| Scanned Documents | |
|---|---|
| Document Date / Type / Pages | 03/24/2014 Certificate of Formation 10 pgs. |
| Document Date / Type / Pages | 05/16/2018 Merger 6 pgs. |
| Document Date / Type / Pages | 07/22/2021 Merger 3 pgs. |
| Document Date / Type / Pages | 12/29/2021 Registered Agent Change 2 pgs. |

Browse Results New Search

# APPENDIX C
# BIDDER INFORMATION & ACKNOWLEDGEMENTS

## 1. BIDDER INFORMATION

Business Organization

Name of Proposer (exactly as it would appear on an agreement):

Mobile Communications America, Inc.

Doing-Business-As Name of Proposer:

Mobile Communications America, Inc.

Principal Office Address:

100 Dunbar Street, Suite 304, Spartanburg, SC 29306

Telephone Number: (256) 533-2484

Fax Number: _____

Form of Business Entity [check one ("X")]

| | |
|---|---|
| Corporation | X |
| Partnership | ___ |
| Individual | ___ |
| Joint Venture | ___ |
| Other (describe): | ___ _____ |

Corporation Statement

If a corporation, answer the following:

Date of incorporation: 8/1/2013
Location of incorporation: Delaware
The corporation is held: Publicly ___ Privately X

Names and titles of corporate officers:

Vince Foody, CEO

Frank Vanderbilt, COO

Partnership Statement

If a partnership, answer the following:

Date of organization: _____
Location of organization: _____
The partnership is: General ___ Limited ___

Name, address, and ownership share of each general partner owning more than five percent (5%) of the partnership:

_____

_____

_____

_____

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: _____
Location of organization: _____
JV Agreement recorded? Yes ___ No ___

Name, address of each Joint Venturer and percent of ownership of each:

_____

_____

_____

_____

## 2. CITY OF HUNTSVILLE EMPLOYEE, MEMBER OF HOUSEHOLD OR BUSINESS ASSOCIATE

Code of Ala. 1975§36-25-11 requires that contracts entered into with a public official, a public employee, a member of the household of the public official or public employee, or a business with which a public official or public employee associates be filed with the Alabama Ethic Commission. If you are awarded the contract, and if you are a City employee, or if a member of your household is a City employee or public official, or if your business associates with a City employee or public official, you must comply with the provisions of Code al Ala. 1975§36-25-11.

City Employee Yes _____ No __x__
If "Yes," Department _____

Member of Household City Employee Yes _____ No __x__
If "Yes," Name (s) _____

Anyone associated with your company a City Employee Yes _____ No __x__
If "Yes," Name (s) _____

## 3. CONTRACTOR E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as " the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in

accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2).

Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

"By signing this contract the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

## 4. ACKNOWLEDGEMENTS

**I hereby certify that I have read and understand the City of Huntsville's General Terms and Conditions. I hereby certify that I agree to comply with all of the General Terms and Conditions of this IFB. I also understand that the General Terms & Conditions are standard and that any contradicting requirements of the IFB supercede.**

**I affirm that I have not been in any agreement or collusion among Proposers or prospective Proposers in restraint of freedom of competition.**

**Upon award of this bid, I will not substitute any item on this bid under any circumstances.**

**By signing this submittal, the Bidder represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.**

Signature of Proposer

Frank Vanderbilt
Print or Type Name of Proposer

11/22/2022
Date

Mobile Communications America, Inc.
Legal Name of Firm

3403 Governors Drive
Mailing Address

Huntsville, AL 35805
City State Zip Code

(256) 533-2484
Phone Fax

shawnterry@callmc.com
Email Address

www.callmc.com
Website Address

E-Verify

Company ID Number: 1210671

# THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

## ARTICLE I
## PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the Mobile Communications America, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

## ARTICLE II
## RESPONSIBILITIES

### A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

**B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

## C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

## D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

## ARTICLE III
## REFERRAL OF INDIVIDUALS TO SSA AND DHS

### A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

**B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

a. Scanning and uploading the document, or

b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## ARTICLE IV
## SERVICE PROVISIONS

### A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## ARTICLE V
## MODIFICATION AND TERMINATION

### A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

**B. TERMINATION**

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## ARTICLE VI
## PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

**To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.**

E-Verify

**Company ID Number:** 1210671

**Approved by:**

| | |
|---|---|
| **Employer**<br>Mobile Communications America, Inc. | |
| Name (Please Type or Print)<br>Janice Manuel | Title<br>Accounting Analyst |
| Signature<br>Janice Manuel | Date<br>4/2/2019 |
| **Department of Homeland Security – Verification Division** | |
| Name (Please Type or Print) | Title |
| Signature | Date |

E-Verify

Company ID Number: 1210671

| Information Required for the E-Verify Program<br>Information relating to your Company: | |
|---|---|
| Company Name | Mobile Communications America, Inc. |
| Company Facility Address | 100 Dunbar Street, Suite 304<br>Spartanburg, SC 29306 |
| Company Alternate Address | 3403 Govenors Drive<br>Huntsville, AL |
| County or Parish | Madison |
| Employer Identification Number | 463325861 |
| North American Industry Classification Systems Code | 423690 |
| Parent Company | Mobile Communications America, Inc. |
| Number of Employees | 500 |
| Number of Sites Verified for | 1 |

**Company ID Number:** 1210671

**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

Alabama 1 site(s)

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Laura Fritchey, Director, Operations and Service

Ellen Cartee, Human Resources

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** 2022-1114

**Department:** Finance

**Subject:** **Type of Action:** Approval/Action

Resolution authorizing the Mayor to amend the Sirens and Related Equipment contract #86-2022-66 between the City of Huntsville and Sirens for Cities, Inc. to add a specific model of a warning siren that was omitted from the original contract. The original contract was approved on September 10, 2022 under Resolution No. 20 -817.

Resolution No.

**Does this item need to be published?** **No**

If yes, please list preferred date(s) of publication: _____

**Finance Information:**

**Account Number:** 3020-44-00000-520500-00000000-

**City Cost Amount: $** Varies based model purchased.

**Total Cost: $** Varies based on model and quantity purchased.

**Special Circumstances:**

**Grant Funded: $** N/A

**Grant Title - CFDA or granting Agency:** N/A

**Resolution #:** N/A

**Location:** **(list below)**

**Address:** Various locations throughout the city as determined by the Emergency Management Agency (EMA).
**District:** District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

**Additional Comments:**

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** TMP-2396

**Department:** Finance

**Subject:** **Type of Action:** Approval/Action

Resolution authorizing the Mayor to amend the Sirens and Related Equipment contract (#86-2022-66) between the City of Huntsville and Sirens for Cities, Inc. to add a specific model of a warning siren that was omitted from the original contract. The original contract was approved on September 10, 2022 under Resolution No. 20-817.

Resolution No.

**Does this item need to be published?** **No**

If yes, please list preferred date(s) of publication: _____

**Finance Information:**

**Account Number:** 3020-44-00000-520500-00000000-

**City Cost Amount: $** Varies based model purchased.

**Total Cost: $** Varies based on model and quantity purchased.

**Special Circumstances:**

**Grant Funded: $** N/A

**Grant Title - CFDA or granting Agency:** N/A

**Resolution #:** N/A

**Location: (list below)**

**Address:** Various locations throughout the city as determined by the Emergency Management Agency (EMA).
**District:** District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

**Additional Comments:**

**RESOLUTION NO. _____**

**WHEREAS,** pursuant to Resolution No. 20-817 issued on September 10, 2022 the City of Huntsville entered into agreement (the "Agreement") with Sirens for Cities, Inc for the provisions of sirens and related equipment; and

**WHEREAS,** the Agreement commenced on September 10, 2020 and is scheduled to expire on September 9, 2023; and

**WHEREAS**, the Agreement authorized the City to purchase the following models of sirens: (1) 20V2T Single Phase - $14,462.52, (2) 20V2T 3 Phase - $10,813.04, (3) 14V-B Battery Backed - $17,598.69, (4) 14V 3 Phase - $10,788.61, (5) 10V 3 Phase - $7,125.11, (6) 10V-Single Phase - $8,841.06, (7) 3V8-H 3 Phase - $5,388.77, (8) 3V8-H Single Phase - $5,841.51, and (9) 3V8H-B Battery Backup - $10,370.03along with installation priced at $3,600; and

**WHEREAS,** as part of their bid proposal submitted on July 17, 2020 Sirens for Cities, Inc. proposed ten (10) different models of warning sirens; and

**WHEREAS,** it has been determined that one of proposed models (40V 3 Phase Warning Siren) was omitted from the initial Agreement; and

**WHEREAS**, the Emergency Management Agency (EMA) has determined there is a need for the omitted model to ensure the safety and security of the citizens of the City.

**NOW THEREFORE, BE IT RESOLVED** by the City of Council of the City of Huntsville, Alabama that the Mayor, be and is hereby authorized to amend the Agreement to include the Model 40V 3 Phase Warning Siren priced as $18,139.94 as an item available for purchase under Agreement No. 86-2020-66.

**APPROVED** this the 15th day of December, 2022.

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

**ADOPTED** this the 15th day of December, 2022.

_____
Mayor of the City of Huntsville, Alabama

# APPENDIX F
# BIDDER PRICING FORM

The City reserves the right to make an award in whole or part to one or more Bidders whenever deemed necessary and in the best interest of the City. Per Appendix B-Scope of Work & Related Information, bids will be evaluated as a whole. All minimum quantities provided are considered to be estimates only.

Bidder must include in its Bid price all labor, supervision, materials, equipment, and tools of the trade required to meet the Contract requirements. Prices quoted shall be in U.S. Dollars, delivered prices, F.O.B. destination, exclusive of all federal or state excise, sales, and manufacturer's taxes. The City will not accept charges for transportation, handling, packaging, installation or out-of-pocket expense other than as specified in the Bid.

Prices quoted to the City shall remain firm for a minimum of ninety (90) days from the date of opening of the bid, unless so stated differently in the bid. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. The City will be protected against any increase above the price in the bid. Any bid containing an "Escalator Clause" will not be considered unless so stipulated in the Invitation for Bid. Discounts will be considered in determining the lowest responsible bidder, however, any payment term based on less than 30 days will not be considered. Discounts will be figured from the date of acceptance by the City regardless of date of delivery or invoice.

Bidder shall acknowledge receipt of all addenda in the space provided on the Bidder Pricing Form below. Failure to acknowledge receipt of addenda shall not relieve Bidder of full responsibility for all requirements contained in addenda.

**We acknowledge receipt of the following addenda:** N/A

| Description | Make and Model | Estimated Quantity | Total Price |
|---|---|---|---|
| Electro-Mechanical Warning Siren | | 1 | See ATTACHED |
| Installation | | | |
| Locking Mechanisms | | 1 | |
| Warranty | | | |
| | | Total Bid Price: | |

This Price Bid Form is hereby submitted by the undersigned:

Ed Wise
Printed legal name of Bidder

Ed Wise
Printed name of individual/corporate officer/general partner/joint venturer AND Title

Signature

7/17/20
Date

Please remember we can mix and match the items in any of the following systems to fit your needs. These are merely optional packages. The city would only be responsible for providing electrical service to the siren pole and the appropriate permits and traffic control when necessary.

 **All products are American Made using American Made components.**

## Siren System Bid: (Single Phase AC Only)

**This Option Includes:**

**(1) Model 20V2T AC Single Phase Warning Siren: This System Includes:**

-125 dB(c), Omni-Directional Siren
-Motor Contactor in NEMA 3R Enclosure
-Pole Mounting Bracket
-7 Year Warranty on Siren Head
-Shipping

**Complete, 1 Siren, Basic Warning System Installed (AC Single Phase Power)**

| | |
|---|---|
| **Full System (Not Installed):** | **$14,462.52** |
| **Full System Install Price:** | **$3,600.00*** |
| **Full System Total (Installed):** | **$18,062.52** |

## Siren System Bid: (3 Phase AC Only Option)

**This Option Includes:**

**(1) Model 20V2T AC Single Phase Warning Siren: This System Includes:**

-125 dB(c), Omni-Directional Siren
-Motor Contactor in NEMA 3R Enclosure
-Pole Mounting Bracket
-7 Year Warranty on Siren Head
-Shipping

**Complete, 1 Siren, Basic Warning System Installed (AC Single Phase Power)**

| | |
|---|---|
| **Full System (Not Installed):** | **$10,813.04** |
| **Full System Install Price:** | **$3,600.00*** |
| **Full System Total (Installed):** | **$14,413.04** |

Continued on the next page.....

## Siren System Bid: (Battery Backed Option)

**This Option Includes:**

**(1) Model 14V-B Battery Backed Warning Siren: This System Includes:**

-127 dB(c), Omni-Directional Siren
-Motor Contactor in NEMA 3R Enclosure
-Pole Mounting Bracket
-7 Year Warranty on Siren Head
Battery Box, Chargers & Rectifier
-6 Optima 34U "Red Top" Batteries
-Shipping

**Complete, 1 Siren, Basic Warning System Installed (Battery Backed)**

| | |
|---|---|
| **Full System (Not Installed):** | **$17,598.69** |
| **Full System Install Price:** | **$3,800.00*** |
| **Full System Total (Installed):** | **$21,398.69** |

## Siren System Bid: (AC Three Phase Only Option)

**This Option Includes:**

**(1) Model 14V Three Phase Warning Siren: This System Includes:**

-127 dB(c), Omni-Directional Siren
-Motor Contactor in NEMA 3R Enclosure
-Pole Mounting Bracket
-7 Year Warranty on Siren Head
-Shipping

**Complete, 1 Siren, Basic Warning System Installed**

| | |
|---|---|
| **Full System (Not Installed):** | **$10,788.61** |
| **Full System Install Price:** | **$3,600.00*** |
| **Full System Total (Installed):** | **$14,388.61** |

Continued on the next page.....

## Siren System Bid: (AC Three Phase Only Option)

**This Option Includes:**

**(1) Model 10V Three Phase Warning Siren: This System Includes:**

-115 dB(c), Omni-Directional Siren
-Motor Contactor in NEMA 3R Enclosure
-Pole Mounting Bracket
-7 Year Warranty on Siren Head
-Shipping

**Complete, 1 Siren, Basic Warning System Installed**

| | |
|---|---|
| **Full System (Not Installed):** | **$7,125.11** |
| **Full System Install Price:** | **$3,600.00*** |
| **Full System Total (Installed):** | **$10,725.11** |

## Siren System Bid: (AC Single Phase Only Option)

**This Option Includes:**

**(1) Model 10V Single Phase Warning Siren: This System Includes:**

-115 dB(c), Omni-Directional Siren
-Motor Contactor in NEMA 3R Enclosure
-Pole Mounting Bracket
-7 Year Warranty on Siren Head
-Shipping

**Complete, 1 Siren, Basic Warning System Installed**

| | |
|---|---|
| **Full System (Not Installed):** | **$8,841.06** |
| **Full System Install Price:** | **$3,600.00*** |
| **Full System Total (Installed):** | **$12,441.06** |

Continued on the next page.....

**Siren System Bid: (AC Three Phase Only Option)**

**This Option Includes:**

**(1) Model 3V8-H Three Phase Warning Siren: This System Includes:**

-109 dB(c), Omni-Directional Siren
-Motor Contactor in NEMA 3R Enclosure
-Pole Mounting Bracket
-7 Year Warranty on Siren Head
-Shipping

**Complete, 1 Siren, Basic Warning System Installed**

| | |
|---|---|
| **Full System (Not Installed):** | **$5,388.77** |
| **Full System Install Price:** | **$3,600.00*** |
| **Full System Total (Installed):** | **$8,988.77** |

**Siren System Bid: (AC Single Phase Only Option)**

**This Option Includes:**

**(1) Model 3V8-H Single Phase Warning Siren: This System Includes:**

-109 dB(c), Omni-Directional Siren
-Motor Contactor in NEMA 3R Enclosure
-Pole Mounting Bracket
-7 Year Warranty on Siren Head
-Shipping

**Complete, 1 Siren, Basic Warning System Installed**

| | |
|---|---|
| **Full System (Not Installed):** | **$5,841.51** |
| **Full System Install Price:** | **$3,600.00*** |
| **Full System Total (Installed):** | **$9,441.51** |

Continued on the next page.....

**Siren System Proposal: (Battery Backed)**

**This Option Includes:**

**(1) Model 3V8H-B Battery Backed Warning Siren: This System Includes:**

-127 dB(c), Omni-Directional Siren -Motor Contactor in NEMA 3R Enclosure

-Pole Mounting Bracket -7 Year Warranty on Siren Head

Battery Box, Chargers -4 Optima 34U "Red Top" Batteries

-Shipping

**Complete, 1 Siren, Basic Warning System Installed (Battery Backed)**

| | |
|---|---|
| **Full System (Not Installed):** | **$10,370.03** |
| **Full System Install Price:** | **$3,600.00*** |
| **Full System Total (Installed):** | **$13,970.03** |

**Siren System Bid: (AC Three Phase Only Option)**

**This Option Includes:**

**(1) Model 40V Three Phase Warning Siren: This System Includes:**

-129 dB(c), Omni-Directional Siren -Motor Contactor in NEMA 3R Enclosure

-Pole Mounting Bracket -7 Year Warranty on Siren Head

-Shipping

**Complete, 1 Siren, Basic Warning System Installed**

| | |
|---|---|
| **Full System (Not Installed):** | **$18,139.94** |
| **Full System Install Price:** | **$3,600.00*** |
| **Full System Total (Installed):** | **$21,739.94** |

Continued on the next page.....

**Siren System Proposal: (Solar Charging) (Not Recommended)**

**This Option Includes:**

**Solar Panel Array:**

**Complete, Solar Panel Array with Chargers**

| | |
|---|---|
| For 6 Battery System: | $3,800.00 |
| For 4 Battery System: | $2,700.00 |

**Siren System Proposal: (Larger NEMA 3R Enclosure)**

**This Option Includes:**

**Larger NEMA 3R Enclosure:**

**Larger NEMA 3R Enclosure**

| | |
|---|---|
| Per Unit: | $550.00 |

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** 2022-1116

**Department:** Engineering

**Subject:** **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and GTEC, L.L.C. dba GTEC, for Environmental Site Assessment Services for Airport Opportunity Site, Phase I, Project No. 71-23-SP03.

Resolution No.

**Does this item need to be published?** **No**

If yes, please list preferred date(s) of publication: N/A

**Finance Information:**

**Account Number:** 3080-71-00000-530000-BUDGET01-

**City Cost Amount:** $30,150.00

**Total Cost:** $30,150.00

**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:**
Contract with GTECH to perform due diligence to include Phase I ESA and geotechnical evaluations on an opportunity site located west of County Line Road. Environmental Site Assessment services in a lump sum amount of $30,150.00.

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** TMP-2373

**Department:** Engineering

**Subject:** **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and GTEC, L.L.C. dba GTEC, for Environmental Site Assessment Services for Airport Opportunity Site, Phase I, Project No. 71-23-SP03.

Resolution No.

**Does this item need to be published?** **No**

If yes, please list preferred date(s) of publication: N/A

**Finance Information:**

**Account Number:** 3080-71-00000-530000-BUDGET01-

**City Cost Amount:** $30,150.00

**Total Cost:** $30,150.00

**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:**

Contract with GTECH to perform due diligence to include Phase I ESA and geotechnical evaluations on an opportunity site located west of County Line Road. Environmental Site Assessment services in a lump sum amount of $30,150.00.

**RESOLUTION NO. 22-**

**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 GTEC, L.L.C. dba GTEC, in the total amount of THIRTY THOUSAND ONE HUNDRED FIFTY AND NO/100 DOLLARS ($30,150.00) for Environmental Site Assessment Services for Airport Opportunity, Phase I, Project No. 71-23-SP03, in Huntsville, Alabama, 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 "Agreement between City of Huntsville and GTEC, L.L.C. dba GTEC, for Environmental Site Assessment Services for Airport Opportunity Site, Phase I, Project No. 71-23-SP03," consisting of a total of seventeen (17) pages plus twenty-four (24) additional pages consisting of Attachments 1-15, and the date of December 15, 2022, 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 15th day of December, 2022.

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

**APPROVED** this the 15th day of December, 2022.

_____
Mayor of the City of Huntsville,
Alabama

# AGREEMENT BETWEEN

# CITY OF HUNTSVILLE, ALABAMA

# AND

# GTEC, L.L.C. DBA GTEC

# FOR

# ENVIRONMENTAL SITE ASSESSMENT SERVICES

# FOR

# AIRPORT OPPORTUNITY SITE, PHASE I

**Project No. 71-23-SP03**
**December 15, 2022**

**President of the City Council of the**
**City of Huntsville, AL**
**Date: December 15, 2022**

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# AGREEMENT BETWEEN
# CITY OF HUNTSVILLE, ALABAMA
# AND
# GTEC, L.L.C. DBA GTEC
# FOR
# ENVIRONMENTAL SITE ASSESSMENT
# FOR
# AIRPORT OPPORTUNITY SITE, PHASE I

## Project I.D Number 71-23-SP03

THIS AGREEMENT made as of the 15th day of December in the year 2022, by and between the CITY OF HUNTSVILLE, ALABAMA (hereinafter called OWNER), and GTEC, L.L.C. DBA GTEC, (hereinafter called ENGINEER).

WITNESSETH, for the considerations hereinafter set forth, the parties hereto agree as follows:

## ARTICLE 1 - ENGAGEMENT OF THE ENGINEER

The OWNER hereby engages the ENGINEER, and the ENGINEER hereby accepts the engagement to provide general engineering and consultation as a representative of the OWNER to include the following:

**1.1** Professional Engineering Services for Environmental Site Assessment Services for Airport Opportunity Site, Phase I, as further described in ARTICLE 2, and hereinafter called PROJECT.

**1.2** By executing this Agreement, the ENGINEER represents to the OWNER that the ENGINEER is a professional qualified to act as the ENGINEER for the PROJECT and is licensed and certified to practice engineering by all public entities having jurisdiction over the ENGINEER and the PROJECT. The ENGINEER further represents to the OWNER that the ENGINEER will maintain all necessary licenses, certifications, permits or other authorizations necessary to act as ENGINEER for the PROJECT until the ENGINEER's remaining duties hereunder have been satisfied. The ENGINEER shall assign only qualified personnel to perform any service concerning the PROJECT. All services rendered by the ENGINEER for the PROJECT shall be performed by or under the immediate supervision of experienced and qualified professionals licensed, certified, and registered as appropriate in the State of Alabama possessing the expertise in the discipline of the service being rendered. The ENGINEER assumes full responsibility to the OWNER for the negligent acts, errors and omissions of its consultants or others employed or retained by the ENGINEER in connection with the PROJECT.

**1.3** Execution of this Agreement by the ENGINEER constitutes a representation that the ENGINEER has become familiar with the PROJECT site and the local conditions under which the PROJECT is to be implemented. The ENGINEER agrees to provide all necessary engineering services required to professionally accomplish the ENGINEER's defined scope of services.

## ARTICLE 2 – DESIGN SERVICES OF THE ENGINEER

**2.1** ENGINEER shall provide for OWNER Professional Engineering Services for Environmental Site Assessment of Airport Opportunity Site, Phase I.

**2.2** These services shall include consultation and advice; customary civil, structural, mechanical and electrical engineering design services; and Architectural services incidental thereto, as outlined herein and further described in the SCOPE OF SERVICES, ATTACHMENT 1.

**2.3** The ENGINEER shall serve as the OWNER's professional representative in those portions of the PROJECT to which this Agreement applies and shall consult with and advise the OWNER during the performance of these services.

**2.4** The ENGINEER shall promptly correct, or have corrected, any errors, omissions, deficiencies or conflicts in the ENGINEER's work product or that of his sub-contractors/sub-consultants, without additional compensation for time, reproduction or distribution.

**2.5** Field surveying work is required and shall be performed in accordance with "Standards of Practice for Surveying in the State of Alabama" as required by the Alabama Board of Registration for Engineering and Land Surveyors. Surveying shall include P.K. Nails or other permanent stationing markings as well as staking of right-of-way, easements and parcels of land acquired by the City of Huntsville. Property corners shall be set at the new right-of-way. Easements shall be staked as requested by the City of Huntsville. The above field work shall be performed as a minimum as needed at the time of right-of-way acquisition and one additional time near the 100% submittal stage as determined by the OWNER. The cost for these services is included in the fees for Basic Services.

Survey data shall be based on a US Public Land Survey System corner or quarter corner. Said corner or quarter corner shall be field verified by the surveyor and a state plane coordinate provided in deliverables submitted to the City of Huntsville. All survey work shall be based on the following datum's:

| | |
|---|---|
| Coordinate System: | US State Plane |
| Zone: | Alabama East 0101 |
| Vertical Datum: | The North American Vertical Datum of 1988 (NAVD 88) |
| Horizontal Datum: | The North American Datum of 1983 (NAD 83) |
| Geoid Model: | Geoid18 |
| Units: | US Survey Feet |

**2.6** A valid City of Huntsville license shall be maintained throughout the term of this contract. Additionally, the engineering firm shall be required to obtain and pay for all other federal, state or local permits, licenses, and fees which may be necessary or required in order to perform the work detailed herein.

## ARTICLE 3 – CONSTRUCTION ADMINISTRATION SERVICES

ARTICLE OMITTED

## ARTICLE 4 - ADDITIONAL SERVICES

The following services of the ENGINEER are not included in Article 2. Nevertheless, the ENGINEER shall provide such services if authorized in writing by the OWNER, and they shall be paid for by the OWNER as provided in Article 7, unless otherwise noted.

**4.1** Making revision in drawings, specifications or other documents when such revisions are inconsistent with written direction by the OWNER previously given, are required by the enactment of revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated, or are due to other causes not within the control or responsibility of the ENGINEER, either in whole or in part.

**4.2** Preparing drawings, specifications and supporting data in connection with change orders, provided that such change orders are issued by the OWNER due to causes not within the control or responsibility of the ENGINEER, either in whole or in part.

**4.3** Providing additional services for repair or replacement of work damaged by acts of God or other cause during construction provided that such services are required by causes not the responsibility of the ENGINEER, either in whole or in part.

**4.4** Providing expert witness services and other services arising out of claims.

## ARTICLE 5 - RESPONSIBILITIES OF OWNER

The OWNER, without cost to the ENGINEER, will perform the following in a timely manner so as not to delay the services of the ENGINEER:

**5.1** Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.

**5.2** Provide all criteria and full information as to OWNER's requirements for the PROJECT, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations. The OWNER shall also furnish copies of all design and construction standards, which OWNER will require to be included in the drawings and specifications.

**5.3** Assist the ENGINEER as necessary in acquiring access to and making all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform the work under this agreement.

**5.4** Designate in writing a person to act as the OWNER's representative with respect to the work to be performed under this Agreement, such person to have complete authority to transmit instructions, receive information, interpret and define the OWNER's policies and decision with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER determines appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

**5.5** When requested by the ENGINEER, the OWNER will intercede on the ENGINEER's behalf when data from, or review by, third parties is not on schedule through no fault of the ENGINEER.

**5.6** The OWNER's review of any documents prepared by the ENGINEER or its consultants shall be solely for the purpose of determining whether such documents are generally consistent with the OWNER's intent. No review of such documents shall relieve the ENGINEER of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

## ARTICLE 6 - PERIOD OF SERVICES

**6.1** The ENGINEER shall commence services pursuant to this agreement as of December 16, 2022. The final completion date for the completion of design services outlined in Article 2 shall be January 16, 2023.

The ENGINEER shall perform these services with reasonable diligence and expediency consistent with sound professional practices. The ENGINEER shall include in his schedule an allowance for time required for OWNER's review of submissions and for approvals of authorities having jurisdiction over the PROJECT. When approved by the OWNER, the schedule shall not be exceeded by the ENGINEER, except for cause.

If the ENGINEER becomes aware of delays due to time allowances for review and approval being exceeded, delay by the OWNER, the OWNER's consultants, or any other reason beyond the ENGINEER's control, which may result in the schedule of performance of the ENGINEER's services not being met, the ENGINEER shall promptly notify the OWNER. If the OWNER becomes aware of any delays or other causes that will affect the ENGINEER's schedule, the OWNER shall promptly notify the ENGINEER. In either event, the ENGINEER's schedule for performance of its services shall be equitably adjusted.

## ARTICLE 7 - PAYMENT TO THE ENGINEER

### 7.1 BASIC SERVICES

The OWNER shall compensate the ENGINEER for services rendered pursuant to this Agreement, excepting those services described as Additional Services in Article 4 of this Agreement, by payment of a Lump Sum Total Amount of THIRTY THOUSAND ONE HUNDRED FIFTY AND NO/100 DOLLARS ($30,150.00) for Environmental Site Assessment Services. Additional services of the ENGINEER as described in Article 4, if any, shall be compensated on an hourly basis in accordance with Attachment 5.

### 7.2 REIMBURSABLE EXPENSES

The scope of work for sub-contracted services is defined in the ENGINEER's scope of services, Attachment 1. The scope includes provisions for administration expenses for subcontracted services and reimbursable direct expenses including but not limited to laboratory tests and analyses; computer services; word processing services; permit fees, bonds, telephone, printing, binding and reproduction charges; and other similar costs.

Indirect costs will have administrative fee reimbursements limited to no more than 5%. Direct costs are also limited to no more than 5% reimbursement.

### 7.3 EFFECTIVE DATE

This contract shall have no force or effect unless and until it is executed by the OWNER and the ENGINEER and a properly executed copy is mailed to the ENGINEER with a notice to proceed (NTP). If a NTP is not issued within sixty (60) days commencing from the last date of execution of this CONTRACT by the OWNER and the ENGINEER, then this CONTRACT shall be NULL AND VOID, the OWNER will not be obligated to any payment to the ENGINEER and the ENGINEER will not be obligated to perform any work under said CONTRACT.

### PAYMENT SUMMARY

| | |
|---|---|
| Environmental Site Assessment Services – Lump Sum Amount of | $30,150.00 |
| TOTAL CONTRACT AMOUNT: | $30,150.00 |

## ARTICLE 8 - GENERAL PAYMENT PROCEDURE

### 8.1 INVOICES

**8.1.1** The ENGINEER shall submit monthly invoices to The Administrative Officer in the Engineering Department for the basic services described under Articles 2 and 4 for the design of the PROJECT. Invoices must include the City of Huntsville project name and number, dates of services, contract amount, previous billings and current billing. Along with each invoice, the ENGINEER must submit a consultant progress report in the format shown in Attachment 6 hereto. No payment will be made without the consultant progress report completed and attached. Monthly progress reports shall be submitted monthly even if no request for payment is made. If services under Article 4 are included in the invoice for additional services not included under the lump sum provisions, or services billed as time and material, the classification and hours of such persons rendering the services shall be attached to the invoice.

**8.1.2** The signature of the ENGINEER on the invoice shall constitute the ENGINEER's representation to the OWNER that the services indicated in the invoice have progressed to the level indicated, have been properly and timely performed as required herein, that the reimbursable expenses included in the invoice have been reasonably incurred, that all obligations of the ENGINEER covered by prior invoices have been paid in full, and that, to the best of the ENGINEER's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the ENGINEER the payment of any portion thereof should be withheld. Submission of the ENGINEER's invoice for final payment and reimbursement shall further constitute the ENGINEER's representation to the OWNER that, upon receipt from the OWNER of the amount invoiced, all obligations of the ENGINEER to others, including its consultants, incurred in connection with the PROJECT, have been paid in full. ENGINEER must designate on Attachment 6 – Progress Report in the appropriate space provided that such action has been completed.

### 8.2 TIME FOR PAYMENT

The OWNER shall make payment for services in Articles 2 and 4 within 60 days of receipt of valid invoice.

### 8.3 OWNER'S RIGHT TO WITHHOLD PAYMENT

In the event the OWNER becomes credibly informed that any representations of the ENGINEER, provided pursuant to Article 8.1.2, are wholly or partially inaccurate, the OWNER may withhold payment of sums then or in the future otherwise due to the ENGINEER until the inaccuracy, and the cause thereof, is corrected to the OWNER's reasonable satisfaction. Additionally, failure by the ENGINEER to supply substantiating records shall be reason to exclude related costs from the amounts which might otherwise be payable by the OWNER to the ENGINEER.

### 8.4 REIMBURSABLE EXPENSES

**8.4.1** In addition to the requirements set forth in 8.1 above, invoices for reimbursable expenses shall include such documentation as the OWNER may require. Reasonable expenses are limited to the following expenses:

(a) Transportation outside the immediate Huntsville area (50 mile radius) approved in advance by the OWNER in writing and incurred in connection with the PROJECT. (Per Department of Treasury, Internal Revenue Service Publication 1542, Per Diem Rates, for travel within the continental United States). Refer to website: www.irs.gov/pub/irs-pdf/p1542.pdf for more information;

(b) Charges for long-distance communications;
(c) Fees paid for securing approval of authorities having jurisdiction over the PROJECT,
(d) Actual costs of reproduction for items in excess of those included in the required services;
(e) Postage and handling charges incurred for drawings, specifications and other documents.

**8.4.2** The ENGINEER shall set forth with particularity on its invoice the nature and cost of the expense item being billed, and attach to its invoice the written authorization, if any, required for such item; and shall bill expenses at actual cost or prevailing rate and without the addition of administrative charge, any multiple or surcharge.

### 8.5 W-9 TAXPAYER FORM

All ENGINEERING FIRMS are required to submit a Federal Tax Form W-9 to City of Huntsville at the time a contract is awarded. No payments of invoices can be made until this W-9 Tax Form has been properly submitted. A copy of the W-9 Tax Form can be requested from the OWNER or at the following website: www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf.

## ARTICLE 9 - GENERAL CONSIDERATIONS

### 9.1 GENERAL

OWNER and ENGINEER agree that the following sections and provisions shall apply to the work to be performed under this Agreement and that such provisions shall supersede any conflicting provisions of this Agreement.

### 9.2 SUB-CONTRACTED SPECIALIZED SERVICES

The ENGINEER may sub-contract specialized services required of the PROJECT to competent and experienced sub-consultants approved by the OWNER in writing. As a prime professional, the ENGINEER shall act as OWNER's representative for contracting, directing, and managing the services of sub-consultants. The OWNER shall have the right to reject any consultant provided that the OWNER raises a timely objection. At the time of the execution of this Agreement, the parties anticipate that the consultants listed in Attachment "7" hereto will be retained by the ENGINEER to provide services with respect to the PROJECT. Expenses payable to the ENGINEER for administration of subcontracted services are limited to no more than 5% of the cost of the subcontracted services.

### 9.3 PEER REVIEW

The OWNER reserves the right to conduct, at the OWNER's expense, peer review of designs and drawings prepared by the ENGINEER and/or sub-consultant(s) for the PROJECT. The ENGINEER and sub-consultant(s) agree that knowledge and consent to review of their work by other engineers of the OWNER's choosing is hereby given in accordance with the ADMINISTRATIVE CODE (RULES AND REGULATIONS) of the Alabama State Board of Licensure for Professional Engineers and Land Surveyors, Chapter 330-X-14-.06(a) (13) effective January 2008 and as may be amended now or in the future pertaining to the Code of Ethics for review of the work of another engineer.

### 9.4 CLARIFICATION OF WORK

If reviewing agencies raise questions regarding the work of ENGINEER, OWNER will participate in such meetings as deemed necessary to explain and clarify this work.

## 9.5 SUCCESSORS AND ASSIGNS

OWNER and ENGINEER each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, with respect of all covenants of this Agreement; except as above, neither OWNER nor ENGINEER shall assign, sublet or transfer his interest in this Agreement without written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be party hereof, nor shall it be construed as giving any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

## 9.6 CHANGES

**9.6.1** The OWNER may, at any time by written order, make changes within the general scope of the Agreement in the services to be provided. If such changes cause an increase or decrease in ENGINEER's cost of, or time required for performance of any services, whether or not changed by any order, an equitable adjustment shall be made, and the Agreement shall be modified in writing accordingly. Upon notification of change, ENGINEER must assert any claim of ENGINEER for adjustment in writing within 30 days from the date of receipt unless OWNER grants a further period of time.

**9.6.2** If findings in any phase of this PROJECT significantly alter the scope of work for subsequent phases, or if regulations are changed resulting in a scope of work change for any phase, engineering fees set forth in Article 7 may be renegotiated by the OWNER and ENGINEER.

## 9.7 ENGINEER'S RECORDS

Documentation accurately reflecting services performed, and the time expended by the ENGINEER and his personnel and records of reimbursable expenses shall be prepared concurrently with the performance of the services and shall be maintained by the ENGINEER. The ENGINEER shall maintain record copies of all written communications, and any memoranda of verbal communications related to the PROJECT. All such records and documentation shall be maintained for a minimum of five (5) years after the PROJECT date of final completion or for any longer period of time as may be required by law or good practice. If the ENGINEER receives notification of a dispute or of pending or commencement of litigation during this five-year period, the ENGINEER shall continue to maintain all PROJECT records until final resolution of the dispute or litigation. The ENGINEER shall make such records and documentation available to the OWNER upon notice and shall allow the authorized representative(s) of the OWNER to inspect, examine, review and copy the ENGINEER's records at the OWNER's reasonable expense.

## 9.8 SEAL ON DOCUMENTS

**9.8.1** Final plans and drawings shall be marked "ISSUED FOR CONSTRUCTION". When a firm, partnership, or corporation performs the work, each drawing shall be sealed and signed by the licensed engineer or engineers who were in responsible charge of the work.

**9.8.2** When plans and drawings issued for construction were not performed by a firm, partnership, or corporation, the first sheet or title page shall be sealed, dated, and signed by the engineer who was in responsible charge. Two or more licensed professional engineers may affix their signatures and seals provided it is designated by a note under the seal the specific subject matter for which each is responsible. In addition, each drawing shall be sealed and signed by the licensee or licensees responsible for each sheet.

**9.8.3** When plans or drawings are a site adaptation of a standard design or plan or make use of a standard drawing of others, the ENGINEER shall take measures to assure that the site adaptation, standard drawing, or plan is appropriate and suitable for the use proposed by the ENGINEER including meeting the specific site conditions, functionality, design criteria, safety considerations, etc. After taking such measures, the ENGINEER shall seal the standard drawing or plan as shown above in sections 9.8.1 and 9.8.2. The ENGINEER shall not utilize standards of others without their written consent where written consent is required or implied.

**9.8.4** Each sheet of documents, specifications, and reports for engineering practice and of maps, plats, charts, and reports for land surveying practice, shall be signed, sealed, and dated by the licensed engineer or land surveyor who prepared the documents or under whose responsible charge the documents were prepared. Where more than one sheet is bound together in one volume, including but not limited to reports and specifications, the licensee who prepared the volume, or under whose responsible charge the volume was prepared, may sign, seal, and date only the title or index sheet, provided that this sheet clearly identifies all of the other sheets comprising the bound volume, and provided that any of the other sheets which were prepared by, or under the responsible charge of, another licensee, be signed, sealed, and dated by the other licensee.

## 9.9 USE AND OWNERSHIP OF DOCUMENTS

All rights of ownership, copyrights, construction documents, including all drawings, specifications and other documents, electronic media, computer source code, or things prepared by or on behalf of the ENGINEER for the PROJECT are hereby transferred to the OWNER and shall be the sole property of the OWNER and are free of any retention rights of the ENGINEER. The ENGINEER hereby grants to the OWNER an unconditional right to use or to refer to, for any purpose whatsoever, the construction documents and any other documents or electronic media, computer source code prepared by or on behalf of the ENGINEER for the PROJECT, free of any copyright claims, trade secrets or other proprietary rights with respect to such documents. The ENGINEER shall be permitted to retain copies thereof for its records. The ENGINEER's documents and other work products are not intended or represented to be suitable for re-use by OWNER or others on extensions of the PROJECT or on any other PROJECT. Any re-use without specific written verification or adaptation by ENGINEER will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, such reuse by the OWNER; provided however, that this agreement to indemnify and save harmless shall not apply to any reuse of documents retained by, or through, the contractor.

## 9.10 ESTIMATE OF CONSTRUCTION COST

Since ENGINEER has no control over the construction cost of labor, materials, or equipment, or over the construction contractor(s) methods of determining prices, or over competitive bidding or market conditions, his opinion of probable PROJECT cost or construction cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry; but, ENGINEER cannot and does not guarantee that proposals, bids or construction costs will not vary from opinions of probable cost prepared by him. If OWNER wishes greater assurance as to the construction cost, he will employ an independent cost estimator.

### 9.11 TERMINATION FOR CAUSE

This Agreement may be terminated by either party upon seven (7) days written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination.

### 9.12 TERMINATION BY THE OWNER WITHOUT CAUSE

The OWNER may terminate this Agreement without cause upon seven (7) days' written notice to the ENGINEER. In the event of such a termination without cause, the ENGINEER shall be compensated for all services performed prior to termination, together with Reimbursable Expenses incurred. In such event, the ENGINEER shall promptly submit to the OWNER its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 8.1.

## ARTICLE 10 - INDEMNITY AND INSURANCE

### 10.1 INSURANCE

The ENGINEER shall carry insurance of the following kinds and amounts in addition to any other forms of insurance or bonds required under the terms of the contract specifications. The ENGINEER shall procure and maintain for the duration of the job until final acceptance by the OWNER, or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the ENGINEER, his agents, representatives, employees or subcontractor.

### 10.2 MINIMUM SCOPE OF INSURANCE:

**A. General Liability:**

Insurance shall be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after the OWNER's approval. The same insurance company should write General Liability Coverage and OWNERs ENGINEERs Protective Insurance.

**B. Commercial General Liability**

Products and Completed Operations
Contractual
Personal Injury
Explosion, Collapse and Underground
Broad Form Property Damage

**C. Professional Liability:**

Insurance may be written on a "claims-made" basis, providing coverage for negligent acts, errors or omissions in the performance of professional services. Coverage shall be maintained for a discovery and reporting period of no less than five (5) years after completion of the professional services and Certificates of Insurance shall be submitted to the OWNER on a yearly basis during this time frame. Coverage shall be no less comprehensive than that which is carried by at least 25% of the registered engineers or engineering firms contracting in the State of Alabama. Such coverage shall be carried on a continuous basis including prior acts coverage to cover the subject PROJECT. The professional liability insurance shall contain contractual liability coverage.

**D. Automobile Liability:**

Business Automobile Liability providing coverage for all owned, hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms.

**E. Workers' Compensation Insurance:**

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations. "Waivers of Subrogation" in favor of the OWNER shall be endorsed to Workers' Compensation Insurance.

**F. Employers Liability Insurance:**

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

**10.3 MINIMUM LIMITS OF INSURANCE:**

**A. General Liability:**

Commercial General Liability on an "occurrence form" for bodily injury and property damage:

$ 2,000,000 General Aggregate Limit
$ 2,000,000 Products - Completed Operations Aggregate
$ 1,000,000 Personal & Advertising Injury
$ 1,000,000 Each Occurrence

**B. Professional Liability:**

Insurance may be made on a "claims-made" basis:

$ 500,000 Per Claim - Land Surveyors
$ 1,000,000 Per Claim - Other Professionals

**C. Automobile Liability:**

$ 1,000,000 Combined Single Limit per accident for bodily injury and property damage.

**D. Workers' Compensation:**

As required by the State of Alabama Statute. The coverage should include waiver of subrogation.

**E. Employers Liability:**

$ 1,000,000 Bodily Injury by Accident or Disease
$ 1,000,000 Policy Limit by Disease

**10.4 OTHER INSURANCE PROVISIONS:**

The OWNER is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the OWNER's best interest. If the insurance

requirements are not adjusted by the OWNER prior to the OWNER's release of specifications with regard to the PROJECT in question, then the minimum limits shall apply. The City of Huntsville/OWNER shall be named on the policies of general liability and automobile insurance and on the certificate of insurance as an Additional Insured. Additional Insured status on the Commercial General Liability policy shall be through ISO Additional Endorsement CG 20 10 11 85 or equivalent and coverage shall be afforded on a primary basis. Liability is not necessarily limited to the minimum amounts of insurance required herein, especially where other insurance coverage is available.

The policies are to contain, or be endorsed to contain, the following provisions:

**A. All Coverage:**

The ENGINEER is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, non-renewal or materially changed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the OWNER. Cancellation of coverage for non-payment of premium will require ten (10) days written notice to the OWNER.

**10.5 ACCEPTABILITY OF INSURERS:**

Insurance is to be placed with insurers authorized by the State of Alabama with an A. M. Best rating of A-V or better.

**10.6 VERIFICATION OF COVERAGE:**

The OWNER shall be indicated as a Certificate Holder and the ENGINEER shall furnish the OWNER with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and must be an original signature. Certificates signed using digital signatures will not be accepted. Certificates signed using digital signatures will not be accepted unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is intended as their signature. All certificates are to be received and approved by the OWNER before work commences. The OWNER reserves the right to require complete, certified copies of all required insurance policies at any time.

**10.7 CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE ENGINEER:**

The ENGINEER shall furnish separate certificates and/or endorsements for each subcontractor and/or consultant showing insurance of the same type or types and to the extent of the coverage set forth in this Article 10.

**10.8 HOLD HARMLESS AGREEMENT:**

**A. Professional Liability Exposures:**

The ENGINEER, to the fullest extent permitted by law, shall indemnify and hold harmless the OWNER, its elected and appointed officials, employees, agents, and representatives against all claims, damages, losses, judgments and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the work, caused by any negligent act, error or omission of the ENGINEER or any of their consultants, or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce

any other right or obligation of indemnity, which would otherwise exist as to any party or person, described in this paragraph.

To the fullest extent permitted by law, the ENGINEER shall defend, protect, indemnify, and hold harmless the OWNER, its elected and appointed officials, officers, directors, employees, agents, and representatives from and against any and all liability, claims, demands, damages, loss, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) for infringement of patent rights, copyrights, or other intellectual property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by the OWNER in writing. If the ENGINEER has reason to believe the use of a required design, process or product is an infringement of a patent, the ENGINEER shall be responsible for such loss unless such information is promptly given to the OWNER.

**B. Other Than Professional Liability:**

The ENGINEER agrees, to the fullest extent permitted by law, to defend, protect, indemnify and hold harmless the OWNER, its elected and appointed officials, officers, directors, employees, agents, and representatives from and against any and all liability, claims, demands, damages, loss, judgments, costs, fees, and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom actually or allegedly caused by the ENGINEER or the ENGINEER's consultants, subcontractors, or suppliers, including, without limitation, any breach of contract or any negligent acts, errors, or omissions in the performance of the professional services provided pursuant to or as a result of this Agreement. Neither, the OWNER nor the ENGINEER shall be obligated to indemnify the other party in any manner whatsoever for the other parties own negligence.

## ARTICLE 11- MISCELLANEOUS PROVISIONS

### 11.1 GOVERNING LAW

This Agreement shall be governed by the law of the State of Alabama.

### 11.2 INTENT AND INTERPRETATION

**11.2.1** The intent of this contract is to require complete, correct and timely execution of the work. Any work that may be required, implied or inferred by the contract documents, or any one or more of them, as necessary to produce the intended result shall be provided by the ENGINEER.

**11.2.2** This contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one contract document shall be considered as required by the contract.

**11.2.3** When a word, term or phrase is used in this contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the engineering industry; and third, if there is no generally accepted meaning in the engineering industry, according to its common and customary usage.

**11.2.4** The words "include", "includes", or "including", as used in this contract, shall be deemed to be followed by the phrase, "without limitation".

**11.2.5** The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this contract.

**11.2.6** Words or terms used as nouns in this contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

## 11.3 TIME IS OF THE ESSENCE

Time limitations contained herein, or provided for hereby, are of the essence of this Agreement. The ENGINEER understands and acknowledges that time is of the essence in completion of the PROJECT and that the OWNER will incur damages if the PROJECT is not completed on time.

## 11.4 SUCCESSORS AND ASSIGNS

The ENGINEER shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the OWNER. Subject to the provisions of the immediately preceding sentence, the OWNER and the ENGINEER, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

## 11.5 NO THIRD-PARTY BENEFICIARIES

This Agreement shall inure solely to the benefit of the parties hereto and their successors and assigns. Nothing contained herein is intended to or shall create a contractual relationship with, or any rights in favor of, or any cause of action in favor or, any third party, against the OWNER or the ENGINEER.

## 11.6 INTELLECTUAL PROPERTY/ CONFIDENTIALITY

All information, documents, and electronic media, computer source code furnished by the OWNER to the ENGINEER belong to the OWNER, are considered proprietary and confidential, unless otherwise indicated by the OWNER, and are furnished solely for use on the OWNER's PROJECT. Such information, documents, and electronic media, computer source code shall be kept confidential by the ENGINEER, shall only be released as necessary to meet official regulatory requirements in connection with the PROJECT, and shall not be used by the ENGINEER on any other PROJECT or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than services rendered to the OWNER hereunder is specifically authorized in writing by the OWNER in advance. This Section 11.6 shall survive the expiration of this Agreement.

## 11.7 SUBCONTRACT REQUIREMENTS

The ENGINEER shall include the terms and conditions of this Agreement in every subcontract or agreement with a consultant for this PROJECT so that these terms and conditions shall be binding upon each subcontractor or consultant. The subcontractor(s)/consultant(s) will maintain all licenses and certifications to practice its profession or trade by all public entities having jurisdiction over the PROJECT. The subcontractor (s)/consultant(s) further represent to the OWNER that the subcontractor(s)/consultant(s) will maintain all necessary licenses, certifications, permits or other authorizations necessary for the PROJECT until the remaining duties hereunder have been satisfied.

## 11.8 NOTICES

Unless otherwise provided, all notices shall be in writing and considered duly given if the original is hand delivered; if delivered by facsimile to 256-427-5325, or is sent by U.S. Mail, postage prepaid to City of Huntsville Engineering, P. O. Box 308 (35804), 320 Fountain Circle (35801), Huntsville, AL. All notices shall be given to the addresses set forth above. Notices, hand delivered or delivered by facsimile, shall be deemed given the next business day following the date of delivery. Notices given by U.S. Mail shall be deemed given as of the second business day following the date of posting.

## 11.9 STRICT COMPLIANCE

No failure of the OWNER to insist upon strict compliance by the ENGINEER with any provision of this Contract for Professional Services shall operate to release, waive, discharge, modify, change or affect any of the ENGINEER's obligations.

## 11.10 WAIVER

No provision of this Agreement may be waived except by written agreement of the parties. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion, unless specifically stated in writing. A waiver of any provision shall not affect or alter the remaining provisions of this Agreement.

## 11.11 SEVERABILITY

If any provision of this Agreement, or the application thereof, is determined to be invalid or unenforceable, the remainder of that provision and all other provisions of this Agreement shall remain valid and enforceable.

## 11.12 ETHICS

The ENGINEER shall not offer or accept any bribes or kickbacks from or to any manufacturer, consultant, trade contractor, subcontractor, supplier or any other individual or entity in connection with the PROJECT. The ENGINEER shall not confer on any governmental, public or quasi-public official having any authority or influence over the PROJECT any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised. The ENGINEER shall not, without the express written permission of the OWNER, engage or recommend to the OWNER engagement of any consultant, trade contractor, subcontractor, or supplier to provide services on behalf of the ENGINEER, OWNER or PROJECT in which the ENGINEER has a direct or indirect proprietary or other pecuniary interest; or call for the use of or by exclusion require or recommend the use of products, materials, equipment, systems, processes or procedures in which the ENGINEER or in which any consultant, trade contractor, subcontractor, or supplier of the ENGINEER has a direct or indirect proprietary or other pecuniary interest. Without prior notification and written approval of the OWNER, the ENGINEER and the ENGINEER'S subconsultants shall not offer services to the OWNER'S contractor.

## 11.14 ENTIRE AGREEMENT

This Agreement represents the entire agreement between the OWNER and the ENGINEER and supersedes all prior communications, negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both OWNER and ENGINEER.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**ENGINEER:**
**GTEC, L.L.C. DBA GTEC**

BY: _____
John Corbell, P.E.

TITLE: Chief Operating Officer

ATTEST: _____

Given under my hand this_____day

Of _____, 2022.

_____
Notary Public

My commission expires_____

**OWNER:**
**CITY OF HUNTSVILLE**

BY: _____
Tommy Battle

TITLE: Mayor

ATTEST: _____

Given under my hand this_____day

Of _____, 2022.

_____
Notary Public

My commission expires_____

# ATTACHMENT 1
# SCOPE OF SERVICES

**(Refer to Letter dated November 28, 2022, from John Corbell, P.E., and Christopher Jones, P.E., to Shane Davis and attachments).**

November 28, 2022

City of Huntsville
320 Fountain Circle
Huntsville, Alabama 35801

ATTN: Mr. Shane Davis, P.E.

SUBJECT: Proposal for Professional Services
Airport Opportunity Site
Huntsville, Alabama
GTEC Proposal No. 0759-P

Ladies and Gentlemen,

GTEC, LLC is pleased to provide this proposal for Professional Services for the above referenced project in Huntsville, Alabama, including a Phase I Environmental Site Assessment (ESA), Preliminary Geotechnical Engineering Study, and Vibration Monitoring Testing Report. Project information was provided by Mr. Shane Davis during a meeting and a follow-up email on November 4, 2022. This proposal describes the site and presents a planned scope of services, fee, and anticipated schedule.

## PROJECT INFORMATION

GTEC, LLC understands the City of Huntsville has requested a Phase I ESA, a Preliminary Geotechnical Engineering Study, and a Vibration Monitoring Testing Report for a site being considered for industrial development. Plans and design are not available at the time of this proposal.

## SCOPE OF SERVICES

### Phase I ESA

This assessment will be performed in general accordance with ASTM Standard 1527-13. The purpose of the study will be to look for Recognized Environmental Conditions resulting from the past use of the property, adjoining properties, or properties identified within ASTM search radii. GTEC, LLC will perform the following tasks as part of the Phase I ESA:

- Review available and reasonably obtainable historical documents, records, and other published information in an attempt to identify past uses of the subject site and adjoining properties.

- Review published information related to geologic, hydrogeologic, hydrologic, and topographic conditions of the site.
- Review available and reasonably obtainable standard federal, state, and tribal environmental records.
- Conduct a site visit to observe the interior and exterior physical conditions of the property and onsite structures.
- Obtain and review User provided information.
- Conduct interviews with appropriate owners and government officials; and
- Prepare a report outlining the findings of the study.

User Responsibility

A user questionnaire is attached with this proposal. Per the ASTM, the user is required to provide available answers to the questions listed in the questionnaire. Additionally, Chain-of-Title and an Activity and Use Limitation (AUL) and Environmental Liens search is required per ASTM 1527-13. Chain-of-Title and an AUL and Environmental Liens search is outside the scope of the proposed work and is the responsibility of the client. GTEC, LLC can provide the services for an additional fee, if the client desires.

Non-Scope Considerations

The ASTM outlines several non-scope considerations including, but not limited to, asbestos-containing building materials, mold, radon, lead-based paint, wetlands and others. Non-scope considerations are outside the proposed scope of services within this proposal; however, GTEC can provide these services, if the client desires, for additional fees.

**Preliminary Geotechnical Engineering Study**

The purpose of the geotechnical study is to explore the subsurface conditions and groundwater levels in order to provide broad recommendations for development of the site. This scope does not include recommendations for building foundation design or pavement design since the building types and locations are not known at this time. To accomplish this objective, we have developed the following scope of services.

We will contact Alabama One Call prior to the performance of our field services. The utility location services will only mark registered public utility lines; therefore, we will need assistance in locating private lines or underground structures.

Boring locations will be marked using a hand-held GPS unit. If a topographic survey is provided, boring elevations can be estimated by interpolating between contour lines. If more accurate location and elevation are needed, we recommend our boring locations be surveyed.

Field Activities

The City of Huntsville requested that GTEC explore the subsurface conditions with sixteen (16) soil test borings during this study. Each boring will be advanced to a depth of 25 feet, or auger refusal, whichever occurs first. Standard penetration tests (SPT) in accordance with ASTM D1586

will be conducted in conjunction with the soil test borings. The SPT tests will be performed at 2-½ foot intervals in the upper 10 feet and at 5-foot intervals thereafter to boring termination or auger or SPT refusal. Pocket penetrometer readings may be taken on each sample and recorded on the Boring Log. Upon completion, subsurface water will be measured and recorded in each borehole, and the borehole will be backfilled with soil auger cuttings.

GTEC will also perform seismic shear wave velocity testing on the referenced site. The testing will be performed in accordance with ASTM D5777-18 "Standard Guide for Using Seismic Refraction Method for Subsurface Investigation". The seismic measurements are interpreted to determine depths to refracting layers along with the velocity associated with each layer. The average velocity for the upper 100-ft is then calculated in accordance with ASCE-7 to determine the seismic soil class.

A member of our staff will supervise the drilling activities and visually classify the soil samples in general accordance with ASTM D2488, the Standard Practice for Description and Identification (Visual-Manual Procedure). Based on the anticipated conditions, we plan to perform the following laboratory tests on select samples:

- Natural Moisture Content (Soil), ASTM D2216
- Atterberg Limits, ASTM D4318
- Wash No. 200, ASTM

Engineering Evaluation and Report

After our analyses are complete, we will issue a written report describing the exploration and outlining our recommendations. The report will include the following:

- A brief summary of existing site conditions, site geology, and topography,
- Records of test borings outlining the materials encountered at the test locations,
- Results of laboratory tests performed to provide information regarding the engineering characteristics of the subsurface materials,
- Discussion of construction considerations for placement of fill soils,
- Discussion of feasible foundation systems for various column loads,
- Recommendation for seismic soil site class utilizing shear wave velocity data, and
- Groundwater concerns, if encountered.

**Vibratory Study**

GTEC proposes to measure vibrations at the site using seismographs placed at two locations. The seismographs will be configured to record all data in histogram mode where vibration amplitude will be charted against time throughout the 24-hour period. Each station will also be outfitted with a L-weighted microphone to measure the acoustic air overpressure along with ground vibration. Reports will include graphs of measured vibrations and air overpressure along with the maximum recorded particle wave velocity and frequency.

## FEE AND SCHEDULE

At this time, we propose our services described for the following lump sum fees.

| Scope of Service | Fee |
|---|---|
| Phase I Environmental Site Assessment | $3,800.00 |
| Preliminary Geotechnical Engineering Study | $24,550.00 |
| Vibration Monitoring | $1,800.00 |
| **Project Total:** | **30,150.00** |

Services not included in the scope can be added at our prevailing unit rates. We will schedule field activities upon authorization and provide the planned dates of services. This proposal is valid if accepted within 60 days of issuance.

## AUTHORIZATION

Should this proposal meet your objectives, we understand the City of Huntsville will issue a contract for acceptance by GTEC, LLC.

## CLOSING REMARKS

We appreciate this opportunity to be of service and look forward to working with you on this project. If you have any questions regarding this proposal or would like to discuss the proposed scope and budget, please do not hesitate to contact GTEC.

Respectfully,
GTEC

John W. Corbell, P.E.
Principal Engineer

Christopher S. Jones, P.E.
Principal Engineer

## ATTACHMENT 2 - ALABAMA IMMIGRATION ACT - REPORT OF OWNERSHIP FORM

### CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

A. **General Information.** Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): GTEC, LLC dba GTEC.
- City of Huntsville current taxpayer identification number (if available): 60108. (Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

B. **Type of Ownership.** Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

| **Type of Ownership** *(check appropriate box)* | **Entity I. D. Number & Applicable State** |
|---|---|
| ☐ Individual or Sole Proprietorship | Not Applicable |
| ☐ General Partnership | Not Applicable |
| ☐ Limited Partnership (LP) | Number & State: |
| ☐ Limited Liability Partnership (LLP) | Number & State: |
| ☐ Limited Liability Company (LLC) (Single Member) | Number & State: |
| ☒ LLC (Multi-Member) | Number & State: 000-574-634 AL |
| ☐ Corporation | Number & State: |
| ☐ Other, please explain: | Number & State (if a filing entity under state law): |

C. **Entity I.D. Numbers.** If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: www.sos.state.al.us/, under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

D. **Formation Documents.** Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, ***are not required unless:*** (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

*Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.*

Signature: John W Corbell Title (if applicable): COO

Type or legibly write name: John W Corbell Date: Nov. 29, 2022

**ATTACHMENT 3**
**CITY OF HUNTSVILLE STANDARDS AND DESIGN GUIDES**

1. City of Huntsville Standard Specifications for Construction of Public Improvements, Contract Projects, 1991.
2. City of Huntsville Engineering Standards, 1991.
3. City of Huntsville Design and Acceptance Manual for Force Mains and Pump Stations, 2011.
4. City of Huntsville Design and Acceptance Manual for Sanitary Sewers, 2011.
5. Alabama Department of Transportation Standard Specifications for Highway Construction, Current Edition.
6. City of Huntsville Subdivision Regulations, 1991.

**ATTACHMENT 4**
**DESIGN REVIEWS**

**N/A**

# ATTACHMENT 5 - ENGINEERS PERSONNEL FEE SCHEDULE

GTEC
Geotechnical Testing & Environmental Consultants

| Personnel Rates | Rate |
|---|---|
| Field Tech Level 1 (Soil Density, Concrete sample, or Traffic Control) | $52.00 hourly |
| Field Tech Level 2 ( NCAT - Asphalt, Masonry Observation) | $62.00 hourly |
| Steel Inspector | $78.00 hourly |
| Administrative Personnel | $65.00 hourly |
| Staff Professional | $87.00 hourly |
| Project Manager | $125.00 hourly |
| Senior Engineer, Registered / Senior Project Manager | $135.00 hourly |
| Principal Engineer | $160.00 hourly |
| **Additional Services/Equipment Charges** | **Rate** |
| Nuclear Gauge Rental | $40.00 day |
| Concrete Equipment (Includes slump cone, air meter, and unit weight bucket) | $40.00 day |
| Trip Charge (within a 40 mile radius from office) | $50.00 trip |
| Mileage in addition to Trip Charge (in excess of 40 mile radius) | $0.67 mile |
| **Lab Tests** | **Rate** |
| Moisture Content | $10.00 each |
| Atterberg Limits, ASTM D423 and D424 | $85.00 each |
| Standard Proctor compaction test, ASTM D698 | $130.00 each |
| Modified Proctor compaction test, ASTM D1557 | $145.00 each |
| Concrete cylinders, lab cure, compressive test & report | $25.00 each |
| **Construction Stormwater Permitting/Inspecting** | **Rate** |
| NPDES Permit Application, per site (20% Markup) | $1,475.00 app |
| Prepare eNOI | $600.00 each |
| NPDES Monthly Monitoring Service, per inspection (< 30 miles from GTEC) | $360.00 insp |
| NPDES Monthly Monitoring Service, per inspection (30 to 70 miles from GTEC) | $400.00 insp |
| NPDES Priority Site, Monthly Monitoring Service, per inspection | $460.00 insp |
| Priority Site, Stormwater Turbidity Sampling/Testing | $65.00 each |
| NPDES Permit Final Report and Termination/Close-out | $400.00 each |
| CBMPP, Design and Application of CBMPP | $1,700.00 each |

**Note:**

* All rates will remain in effect through the duration of the project.
* Time over 8 hours per day, 40 hours per week, Saturdays, Sundays, and Holidays will be billed at 1.5 times the regular rate.
* Additional project specific tests can be priced upon request.
* A minimum of 2 hours will be charged per trip for any work performed.

412 Governors Drive Huntsville, AL 35801
info@gteccorp.com | www.gteccorp.com
o: 256.541.0165

**ATTACHMENT 6 - PROGRESS REPORT**
**(Article 8)**

PROGRESS REPORT NO. _____ FOR MONTH AND YEAR _____

PROJECT _____ PROJECT NO. _____

DATE _____ CITY'S PROJECT ENGINEER _____

CONSULTANT _____ CONSULTANT'S PROJ. MAN. _____

CURRENT MONTH % COMPLETE: _____ PREV. MONTH % COMPLETE: _____

ATTACH A "SHOULD HAVE STARTED TASKS REPORT" AND A "SLIPPING TASKS REPORT" FROM MICROSOFT PROJECTS THAT LISTS ALL ACTIVITY THAT IS BEHIND SCHEDULE.

ATTACH A "TASKS STARTING SOON" REPORT FROM MICROSOFT PROJECTS WITH A DATE RANGE OF THIRTY (30) DAYS AFTER THE DATE OF THIS PROGRESS REPORT.

STATE WHAT ACTION IS BEING TAKEN TO BRING PROJECT BACK TO SCHEDULE:

_____

_____

_____

| MILESTONE SUBMITTALS | SCHEDULED DATE | ACTUAL DATE |
|---|---|---|
| 30% | _____ | _____ |
| 60% | _____ | _____ |
| 90% | _____ | _____ |
| 100% | _____ | _____ |
| "FINAL" INVOICE SUBMITTED | | _____ |
| SUBCONSULTANTS PAID IN FULL | | _____ |
| CONTRACTED COMPLETION DATE: | January 16, 2023 | _____ |

(These scheduled dates shall be agreed upon at the beginning of the project (Attachment 4) with the Project Engineer and noted monthly on each progress report. The scheduled contract completion date shall not be changed except by contract change order. Changes to the scheduled milestone submittal dates shall be accompanied by a new project schedule approved by the OWNER'S Project Engineer.)

UPDATED SCHEDULE ATTACHED? _____YES _____ NO
*If yes, send an electronic copy to the Project engineer

COMMENTS:

_____

_____

_____

This progress report (4 copies) shall be submitted monthly. Scheduled completion dates will not be extended without a contract modification.

CERTIFICATION: I certify that the stated information is true and accurate to the best of my knowledge.

_____ _____

CONSULTANT DATE CITY PROJECT ENGINEER DATE

## ATTACHMENT 7 - SUB CONSULTANTS ENGAGED BY THE ENGINEER
**(Article 9.2)**

| CONSULTANT NAME AND ADDRESS | DESCRIPTION OF SERVICES | FEE |
|---|---|---|
| | N/A | |
| | | |
| | | |
| | SUB-TOTAL | |
| | 5% Administrative Fee | |
| | TOTAL | |

## ATTACHMENT 8 - CONTRACT DOCUMENT REQUIREMENTS LIST

| REQUIREMENT | SUBMIT TO | SUBMITTAL REQUIREMENT DATE | NUMBER OF COPIES | REFERENCE SECTION OF CONTRACT AND COMMENTS |
|---|---|---|---|---|
| Deviations from OWNER's standards. | OWNER | Prior to incorporating deviations. | **2** | Article 2.5 |
| Products or materials specified by the ENGINEER that are available from only one source. | OWNER | Prior to 100% submittal. | **2** | Article 2.2 |
| Approval of contractor's Request for Payment. | OWNER | Within ten (10) days of receipt of the request from the contractor. | **N/A** | Article 3.4 |
| Approval of contractor submittals | OWNER | So as to cause no delay to the contractor or the PROJECT. | **N/A** | Article 3.8 |
| Change order changes that reduce construction requirements. | OWNER | Prior to authorizing a change. | **N/A** | Article 3.11 |
| Any information pertaining to any claim. | OWNER | Immediately | **2** | Article 3.12 |
| Information pertinent to the PROJECT, all criteria and full information as to OWNER's requirements, copies of all design and construction standards. | ENGINEER | So as to not delay the services of the ENGINEER. | **2** | Article 5.1, 5.2 |
| Notification of delays. | ENGINEER; OWNER | Promptly | **4** | Article 6.1 |
| ENGINEER's monthly invoices. | OWNER | Monthly | **4** | Article 8.1.1 |
| Consultant progress report. | OWNER | Monthly | **4** | Article 8.1.1 |
| Records, data, parameters, design calculations and other information. | OWNER | Cancellation of contract. | **2** | Article 9.7 |
| Documentation, records of reimbursable expenses, record copies of all written communications, and any memoranda of verbal communications related to the PROJECT. | OWNER | Upon notice from the OWNER. | **2** | Article 9.4 |

| | | | | |
|---|---|---|---|---|
| Termination notification. | OWNER or ENGINEER | 7 days prior to termination. | **2** | Article 9.10 & 9.11 |
| Certificate of Insurance for ENGINEER. | OWNER | At 0% design conference | **1** | Article 10.2(B), 10.6, and attachment 4. |
| Insurance cancellation, suspension, or reduction in coverage or limits. | OWNER | 30 days prior to effective date except for cancellation which is 10 days notification. | **1** | Article 10.4(A) |
| Certificate of insurance for sub consultants/subcontractors. | OWNER | At 0% design conference. | **1** | Article 10.7 |
| A schedule in Microsoft Projects format showing the critical path. | Project Engineer | Within 7 calendar days of Pre-design conference, 30% complete design review. 60% design review. Attachment 4 | 1 hard; 1 digital | Attachment 4 |
| Drawings. | Project Engineer | 30% complete design review, 60% design review, 90% review, and 100% complete. | **3** | Attachment 4 |
| Cost estimate. | Project Engineer | 30% complete design review, 60% review, 90% review, and 100% complete. | **3** | Attachment 4 |
| Hydraulic reports. | Project Engineer | 60% design review. | **N/A** | Attachment 4 |
| Preliminary plans for utilities. | Project Engineer | 60% design review. | **N/A** | Attachment 4 |
| Legal descriptions for takings. | Project Engineer | 60% design review, 90% review, 100% complete. | **N/A** | Attachment 4 |
| Traffic Control plan. | Project Engineer | 60% design review. | **N/A** | Attachment 4 |
| Results of geotechnical investigations. | Project Engineer | 30% design review. | **2** | Attachment 4 |
| Technical specifications. | Project Engineer | 90% review, 100% complete. | **N/A** | Attachment 4 |
| Relocation of Utilities | Project Engineer | 0% review-list of all utilities that need to be contacted<br>60% review – from all affected parties<br>90% review – Signed Acceptance Utility Project Notification Form | **2** | Attachment 4, 10 |
| Design Calculations | Project Engineer | 90% review, 100% complete | **1** | Attachment 4 |
| Digital copy of drawings. | Project Engineer | 100% complete. | **1** | Attachment 4 |
| Digital text files. | Project Engineer | 100% complete. | **1** | Attachment 4 |
| Bid Quantities. | Project Engineer | 100% complete. | **N/A** | Attachment 4 |
| Permits and Permit Applications | Project Engineer | 100% complete. | **1** | Attachment 4 |

| | | | | |
|---|---|---|---|---|
| Field notes. | Project Engineer | 100% complete. | **1** | Attachment 4 |
| Digital aerial photography. | Project Engineer | 100% complete. | **1** | Attachment 4 |
| Progress Report (Art. 8) | Project Engineer | 30% complete design review, 60% design review, 90% design review, 100% completion stage. | 4 hard; 1 digital monthly | Attachment 6 |

# ATTACHMENT 9 - REQUIREMENTS FOR DOCUMENT SUBMITTALS

## DRAWINGS

All drawings shall be sized 24" x 36", unless otherwise approved by the OWNERS Project Engineer.

Title blocks shall as a minimum, contain the name of the project, date, city project number, and ENGINEER's name. The title block of drawings shall contain a space for the names of the preparer and the reviewer and/or checker. These blocks shall be signed on each submittal (See Attachment "11" for sample standard drawing format). Drawings shall contain alphanumeric revision designations. Drawings issued for review shall be issued with alpha revision designation and the revision letter shall be changed for each submittal containing drawing changes. Drawings issued for construction shall be issued with numeric designation at revision level "0" and described as "Issued for Construction" in the revision description block. Subsequent drawing changes require the revision level to be raised using successively higher numbers and the changes to be marked by circling and briefly described in a revision block.

All drawings shall be prepared in Micro station .DGN format, unless otherwise approved by the OWNERS Project Engineer. Transmittal letters shall consist of a list of files being submitted, a description of the data in each file, and a level/layer schematic of each design file. DGN design files shall have working units as follows: master units in feet, no sub-units, and 1,000 positional units. All data submitted shall use NAD 1983 Alabama East Zone horizontal datum and NAVD 88 vertical datum coordinates.

Unless otherwise specified by the Owners Project Engineer, all drawings for review submittals shall be full or half-size copies. All documents shall be clearly marked in a revision block indicating the applicable submittal milestone, i.e. 30%, 60%, 90%, etc.

## OTHER DOCUMENTS

Submittals required by the State of Alabama for their review, bidding, etc., shall be of the size, form and numbers of copies as the state may require even though such submittals may differ from the submittals set forth as being required elsewhere in this Agreement.

Digital files shall be submitted by 4-3/4" CD ROM, DVD, 3 and 1/2 inch floppy disk, flash drive, or to the City of Huntsville F.T.P. site.

All print copies shall be first generation copies.

All text documents shall be prepared in Microsoft Word 2010 format.

All spreadsheets shall be in Microsoft Excel 2010 format.

All PDF files shall be searchable.

Schedules shall be in Microsoft Projects format, unless otherwise approved by the OWNERS Project Engineer.

Aerial photography files shall be in Intergraph (.COT) or (.tiff) format.

All mapping shall meet National Map Accuracy Standards unless otherwise noted. If National Map Accuracy Standards are not met, the accuracy of the map shall be identified to the Owners Project Engineer and on the maps derived from the aerial survey. National Map Accuracy Standards are shown below. This and other map standards are shown in Department of the Army, US Army Corps of Engineers standard, "EM 1110-1-1000, Engineering and Design - Photogrammetric Mapping".

All final drawings, specifications, plans, calculations, letters containing Engineering or Surveying recommendations or other Engineering or Land Surveying papers or documents involving the practice of engineering or land surveying as defined by Code of Alabama, Title 34, Chapter 11 shall be sealed, dated, and bear the signature of the person who prepared or approved them.

Working drawings or other documents shall contain a statement to the effect "Preliminary-Not for construction, recording purposes or implementation."

## ATTACHMENT 10 – UTILITY PROJECT NOTIFICATION FORM

**NAME:**_____
**(Company Name)**

**PROJECT NAME:**_____ **PROJECT NUMBER:**_____

**CONSULTING ENGINEER:**_____
**(Name)**

**ENGINEERING REPRESENTATIVE**_____**PHONE:**_____

**I have reviewed design drawings or other information as available, and:**

**DO** _____ **DO NOT** _____

**have facilities that will require relocation. If relocation is required, a construction duration of _____ calendar days from the Notice to Proceed, is anticipated to be required for relocation.**

**LIST NAME(S) OF OTHER UTILITY(S) that share poles or facilities that have to be relocated prior to YOU starting your work:**

**NAME OF UTILITY:**_____

**NAME OF UTILITY:**_____

**NAME OF UTILITY:**_____

**OTHER:**_____

**COMMENTS:**_____

**BY:**_____
**AUTHORIZED REPRESENTATIVE**

**FIELD CONTACT PERSON:**_____ **PHONE:**_____
**OFFICE CONTACT PERSON:**_____ **PHONE:**_____

**DATE:**_____

CONSTRUCTION PLANS FOR

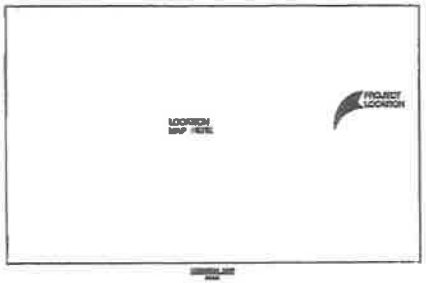
# PROJECT NAME
## PROJECT INFORMATION

FOR THE

## CITY OF HUNTSVILLE
HUNTSVILLE, ALABAMA

(PROJECT NO. XXXXXXXXX )

SAMPLE STANDARD DRAWING FORMAT




HUNTSVILLE
The Star of Alabama

INDEX OF DRAWINGS

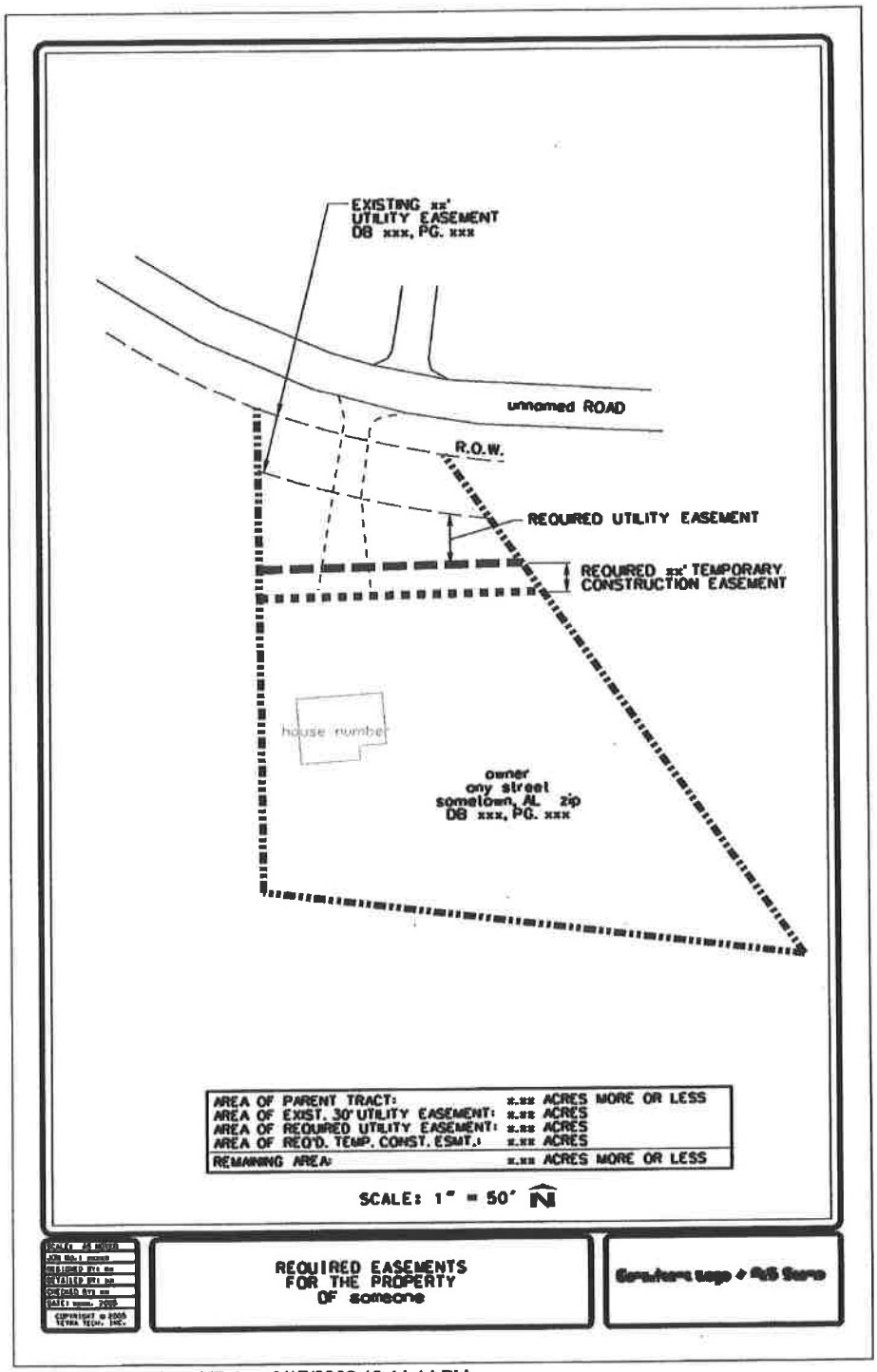
SHEET NO. TITLE

INDEX TO DRAWINGS SHALL BE PLACED ON COVER SHEET IF POSSIBLE, OTHERWISE IT SHALL BE THE SECOND SHEET IN THE SET.

TITLE SHEET
PROJECT NAME AND INFORMATION
CITY OF HUNTSVILLE
HUNTSVILLE, ALABAMA

ATTACHMENT 11

**ATTACHMENT 12**
**SAMPLE**




...\easementtemplate_V7.dgn 3/17/2006 12:11:14 PM

## ATTACHMENT 13

*United States National Map Accuracy Standards*

*With a view to the utmost economy and expedition in producing maps which fulfill not only the broad needs for standard or principal maps, but also the reasonable particular needs of individual agencies, standards of accuracy for published maps are defined as follows:*

1. ***Horizontal accuracy.*** *For maps on publication scales larger than 1:20,000, not more than 10 percent of the points tested shall be in error by more than 1/30 inch, measured on the publication scale; for maps on publication scales of 1:20,000 or smaller, 1/50 inch. These limits of accuracy shall apply in all cases to positions of well-defined points only. Well-defined points are those that are easily visible or recoverable on the ground, such as the following: monuments or markers, such as bench marks, property boundary monuments; intersections of roads, railroads, etc.; corners of large buildings or structures (or center points of small buildings); etc. In general what is well defined will be determined by what is plottable on the scale of the map within 1/100 inch. Thus while the intersection of two road or property lines meeting at right angles would come within a sensible interpretation, identification of the intersection of such lines meeting at an acute angle would obviously not be practicable within 1/100 inch. Similarly, features not identifiable upon the ground within close limits are not to be considered as test points within the limits quoted, even though their positions may be scaled closely upon the map. In this class would come timber lines, soil boundaries, etc.*

2. ***Vertical accuracy,*** *as applied to contour maps on all publication scales, shall be such that not more than 10 percent of the elevations tested shall be in error more than one-half the contour interval. In checking elevations taken from the map, the apparent vertical error may be decreased by assuming a horizontal displacement within the permissible horizontal error for a map of that scale.*

3. ***The accuracy of any map may be tested*** *by comparing the positions of points whose locations or elevations are shown upon it with corresponding positions as determined by surveys of a higher accuracy. Tests shall be made by the producing agency, which shall also determine which of its maps are to be tested, and the extent of the testing.*

4. ***Published maps meeting these accuracy requirements*** *shall note this fact on their legends, as follows: "This map complies with National Map accuracy Standards."*

5. ***Published maps whose errors exceed those aforestated*** *shall omit from their legends all mention of standard accuracy.*

6. ***When a published map is a considerable enlargement*** *of a map drawing (manuscript) or of a published map, that fact shall be stated in the legend. For example, "This map is an enlargement of a 1:20,000-scale map drawing," or "This map is an enlargement of a 1:24,000-scale published map."*

7. ***To facilitate ready interchange and use of basic information for map construction*** *among all Federal mapmaking agencies, manuscript maps and published maps, wherever economically feasible and consistent with the uses to which the map is to be put, shall conform to latitude and longitude boundaries, being 15 minutes of latitude and longitude, or 7.5 minutes, or 3-3/4 minutes in size.*

*U.S. BUREAU OF THE BUDGET*

# ATTACHMENT 14

## ENGINEERING DEPARTMENT - REAL ESTATE DIVISION
PLAN REQUIREMENTS

**DRAWINGS:**
Individual Parcels

- Each individual parcel 8 ½" x 14" (dgn or dxf format)
- Show Calculations
  - Before
  - After
  - Taking
- *All Parcels shall be closed shapes (polygons).*
- Show Existing and Proposed Right-of-Way on each individual parcel map.
- Property Ownership

**Overall Project Land Acquisition Maps**

- Total project drawing in dgn or dxf format
- Indicate the following:
  - Stationing on Centerline
  - Existing Right-of-Way
  - Proposed Right-of-Way
  - Existing Easements
  - Proposed Easements
  - Existing Pavement
  - Proposed Pavement/Sidewalks/Structures
  - Existing Structures
  - Property Ownership

**Color Standards** *(SAMPLE)*

| Description | Color | Line Style | Type |
|---|---|---|---|
| Existing ROW | Red | Medium Dashed | |
| Proposed ROW | Red | Solid | Closed Polygon |
| Existing Easements | Orange | Medium Dashed | |
| Proposed Easements | Orange | Solid | Closed Polygon |
| TCE | Pink | Solid | Closed Polygon |

**DESCRIPTIONS:**

- Microsoft Word on 3.5" Diskette or CD
- Each Description shall be complete and independent (separate file).
- Hard Copies signed and stamped by PLS.

**GENERAL:**

- P.K. Nails or other permanent stationing markings shall be required.
- Re-staking of right-of-way or easements may be required (See Article 4).
- All survey plats to be on Alabama State Plane Datum. Strip Maps shall indicate at least 2 monuments in place with Alabama State Plane Coordinate values shown on each.

- Parcel plats and legal descriptions shall indicate the Alabama State Plane Coordinate NAD83 Alabama East Zone Value of the point of beginning.

# ATTACHMENT 15 - GIS BASE MAP

| DESIGN LEVEL | CONTENTS | LINE CODE | COLOR | WEIGHT | TEXT SIZE | FONT | CELL NAME |
|---|---|---|---|---|---|---|---|
| 1 | State Plane Coordinate Grid | 0 | 0 | 0 | 20 | 0 | |
| 2 | Benchmarks | 0 | 0 | 0 | | | |
| 3 | Private Street Text | 0 | 105 | 0 | 20 | 0 | |
| 3 | Street Text | 0 | 3 | 0 | 20 (or 18) | 0 | |
| 4 | Street R/W | 7 | 0 | 0 | | | |
| 5 | Street Centerline | 7 | 0 | 0 | | | |
| 6 | Street Pavement | 0 | 3 | 0 | | | |
| 6 | Proposed Street Pavement | 3 | 16 | 0 | | | |
| 6 | Private Streets | 0 | 105 | 0 | | | |
| 6 | Proposed Private Road | 3 | 105 | 0 | | | |
| 7 | Parking Lots | 1 | 3 | 1 | | | |
| 7 | Private Lots used as Roads | 1 | 105 | 1 | | | |
| 8 | Secondary Roads--Private | 2 | 105 | 0 | | | |
| 8 | Secondary Roads | 2 | 3 | 0 | | | |
| 8 | Trails | 3 | 3 | 0 | | | |
| 9 | Secondary Roads/Trails Text | 0 | 3 | 0 | 20 | 0 | |
| 10 | Sidewalks | 5 | 3 | 0 | | | |
| 11 | Bridges/Culverts/Paved Ditches | 0 | 0 | 0 | | | |
| 12 | Hydrology - Major | 6 | 1 | 0 | | | |
| 12 | Hydrology – Minor, Ditches | 7 | 1 | 0 | | | |
| 13 | Hydrology - Text | 0 | 1 | 0 | 25 | 23 | |
| 14 | Tailings & Quarries, Athletic Fields/Text, misc. areas | 0 | 1 | 0 | | | |
| 15 | Greenways | 3 | 48 | 0 | | | |
| 16 | Speed Tables | 0 | 3 | 0 | | | TCALM |
| 17 | Railroad Tracks (Patterned) | 0 | 2 | 0 | | | RR |
| 18 | Railroad Text | 0 | 2 | 0 | 25 | 0 | |
| 19 | Railroad R/W | 2 | 2 | 0 | | | |
| 20 | Utility Poles (Cell) | 0 | 5 | 0 | | | P POLE |
| 21 | Utility Easements | 3 | 5 | 0 | | | |
| 22 | Utility Text | 0 | 5 | 1 | | | |
| 23 | Geographic Names | 0 | 3 | 1 | | | |
| 24 | Building Structures | 0 | 0 | 0 | | | |
| 24 | Pools and Text | 0 | 1 | 0 | 10 | 1 | |
| 24 | Future Site of Structures | 2 | 0 | 0 | | | STRUCT |
| 24 | Existing Structures (exact location and shape unknown) | 2 | 0 | 0 | | | STRCEX |
| 25 | Property Lines/ refuge bdy. | 6 | 6 | 1 | 30 | 1 | |
| 26 | Cadastral Polygons | 6 | 6 | 0 | | | |
| 27 | Ownership Text | 0 | 6 | 1 | | | |
| 28 | Cemeteries/Text | 4 | 6 | 0 | 10 | 1 | |
| 29 | Lot Numbers | | | | 25 | 0 | |
| 30 | Block Numbers | | | | 30 | 0 | |
| 31 | Addition Names | 0 | 0 | 0 | 35 | 0 | |
| 32 | Open | | | | | | |
| 33 | Lot Ticks | | | | | | |
| 34 | Lot Lines/Property Lines | 6 | 6 | 0 | | | |
| 35 | Trees/Hedge Rows | 0 | 6 | 0 | AS=1 | | TREES |
| 36 | GPS Monuments | 0 | 5 | 0 | 18 | 23 | CONTRL |
| 37 | 2' Topo Contour | | | | | | |
| 38 | 5' Topo Contour | 0 | 7 | 0 | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 39 | 25' Major Topo Contour | 0 | 7 | 0 | | | |
| 40 | X Spot Elevation | 0 | 7 | 0 | | | |
| 41 | FEMA Monuments/Labels | 0 | 3/0 | 0 | 18 | 1 | FEMA |
| 42 | Quarter Sections | | | | | | |
| 43 | Section Lines | 0 | 5 | 0 | | | |
| 44 | Features | 0 | 2 | 0 | | | |
| 44 | Cell Towers | 0 | 12 | 0 | AS=1 | | CELTWR |
| 45 | Fences (Pattern) | 0 | 8 | 0 | AS=1 | | FENCE |
| 46 | Format/Legend | 0 | 0 | 0 | | | Limleg Madleg |
| 47 | Mass Points | 0 | 7 | 2 | | | |
| 48 | Break Lines | 0 | 7 | 2 | | | |
| 49 | Open | | | | | | |
| 50 | Billboards | 0 | 37 | 1 | | | BBOARD |
| 51 | Sanitary Sewer | 0 | | 3 | | | |
| 52 | Sanitary Sewer Text | | | | | | |
| 53 | Storm Water Features | 0 | | 3 | | | |
| 54 | Storm Water Text | | | | | | |
| 55 | Open | | | | | | |
| 56 | Property Address | 0 | 1 | 0 | | | |
| 57 | Text Tag for Buildings | 0 | 1 | 0 | 10-20 | 1 | |
| 58 | One Way Arrows | 1 | 3 | 1 | | | |
| 59 | Open | | | | | | |
| 60 | Open | | | | | | |
| 61 | Open | | | | | | |
| 62 | Monuments for Setup (point cell) | | | | | | |
| 63 | Open | | | | | | |

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** 2022-1117

**Department:** Urban Development

**Subject:** **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Solar Ground Lease Agreement between the City of Huntsville and TAI Huntsville Solar LLC.

Resolution No.

**Does this item need to be published?** **No**

If yes, please list preferred date(s) of publication: N/A

**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:**

**Address:** N\A
**District:** District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

**Additional Comments:**

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** TMP-2273

**Department:** Urban Development

**Subject:** **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Solar Ground Lease Agreement between the City of Huntsville and TAI Huntsville Solar LLC.

Resolution No.

**Does this item need to be published?** **No**

If yes, please list preferred date(s) of publication: N/A

**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:**

**Address:** N\A

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

**Additional Comments:**

**RESOLUTION NO. 22-**

**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 Solar Ground Lease Agreement between the City of Huntsville and TAI Huntsville Solar, LLC, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words similar to that document attached hereto and identified as "Agreement between City of Huntsville and TAI Huntsville Solar, LLC," consisting of a total of thirty-seven (37) pages, and the date of December 15, 2022, 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 15th day of December, 2022.

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

**APPROVED** this the 15th day of December, 2022.

_____
Mayor of the City of Huntsville,
Alabama

**STATE OF ALABAMA**

**COUNTY OF MADISON**

# SOLAR GROUND LEASE AGREEMENT

This SOLAR GROUND LEASE AGREEMENT (the "**Lease**") is made and entered into effective as of December 15, 2022, (the "**Effective Date**") by and between CITY OF HUNTSVILLE, an Alabama municipal corporation, whose address is 320 Fountain Circle, Huntsville, Alabama 35801 ("**Landlord**"), and TAI HUNTSVILLE SOLAR LLC, a Delaware limited liability company, whose address is 2995 Wall Triana Highway, Suite B 2&3, Huntsville, AL 35824 ("**Tenant**"). Each of Tenant and Landlord is sometimes referred to as a "**Party**" and collectively as the "**Parties.**"

FOR AND IN CONSIDERATION of the rents to be paid during the term as hereinafter set forth and the covenants to be performed, the Parties agree as follows:

**1. Lease and Access.**

1.1 **Lease.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord land owned by Landlord and situated in Madison County, in the State of Alabama, described and depicted in Exhibit A to this Lease (the "**Leased Premises**"). This Lease, and Tenant's rights hereunder, are subject to any and all easements, rights of way and servitudes of whatever kind (i) that are recorded in the Office of the Judge of Probate of Madison County, Alabama (the "**Official Records**"), or (ii) that are not recorded in the Official Records but either would be shown by an accurate survey of the Leased Premises or are in the nature of published land use regulations, including, without limitation, the following:

(a) all land use (including environmental and wetlands), building and zoning laws, regulations, codes, and ordinances affecting the Leased Premises;

(b) all easements, rights-of-way, water rights, licenses (excluding unrecorded licenses), leases (excluding unrecorded leases), upstream and downstream riparian owners apparent or of record in the Official Records;

(c) all existing public and private roads and streets and all railroad and utility lines, pipelines, service lines and facilities apparent or of record in the Official Records;

(d) all encroachments, overlaps, boundary line disputes, shortages in area, cemeteries and burial grounds and other matters not of record in the Official Records which would be disclosed by an accurate survey or inspection of the Property (defined below); and

(e) prior reservations or conveyances of mineral rights or mineral leases of every kind and character of record in the Official Records.

All such matters being, "**Permitted Encumbrances.**"

1.2 **Access; Utility Easements.**



President of the City Council of the City of Huntsville, Alabama
Date: December 15, 2022

(a) Landlord will grant to Tenant the non-exclusive right to access the Leased Premises directly from Bob Wade Lane for access, ingress and egress to and from the Leased Premises and Bob Wade Lane ("**Access**"). Access will be provided by Landlord at a point and location mutually agreed upon by Landlord and Tenant ("**Access Point**"), who shall cooperate and work in good faith with one another to identify and establish said Access Point.

(b) Landlord grants to Tenant the non-exclusive right over, across, upon, along and under existing non-exclusive utility easements to construct, install, operate, maintain, repair and replace transmission lines, service lines for station power, telephone, fiber, internet, cable, and water (collectively, "**Utilities**"), to the extent necessary to serve the Project and provided that Landlord reasonably approves the location of any water connections and the Utilities are separately metered at Tenant's cost and expense. If any trees, shrubs or other vegetation interfere with the Utilities, Tenant, with the prior written consent of Landlord and at Tenant's sole cost and expense, shall have the right to trim, cutback or remove the same. Tenant, at Tenant's sole cost and expense, shall be responsible for disposing of any materials and debris related to the removal of any such obstructions and for the restoration and replanting, as applicable, at the expiration or termination of this Lease in accordance with Section 20 below.

(c) Landlord expressly reserves the non-exclusive right in common with Tenant to use the paved and gravel roads existing or to be constructed by Tenant, at Tenant's sole cost and expense and in accordance with this Lease, inside the Leased Premises to the extent the same are located outside the fences around the Facilities (as defined in Section 2) (the "**Interior Roads**") for access, ingress and egress to and from the Leased Premises and to public roads and for utilities serving the Leased Premises.

(d) Landlord shall enter into one or more easements as may be reasonably necessary for the establishment, installation, operation, and maintenance of interconnection cabinets necessary to provide a point of connection between Tenant's Facilities and the Huntsville Utilities Substation ("**Interconnection Easement**"). The Interconnection Easement will be provided at a location on the Leased Premises mutually agreed upon by Landlord, Tenant, and Huntsville Utilities. Tenant's right to use the Access, Utililities, Interconnection Easement, and any existing non-exclusive utility easements shall automatically terminate upon termination or expiration of this Lease for any reason.

1.3 **Transmission Lines.** Landlord has granted to the Tennessee Valley Authority ("**TVA**") a 175 foot wide easement for the purpose of constructing and maintaining Transmission Facilities over a certain portion of Landlord's property located near the Leased Premises pursuant to that certain Grant of Transmission Line Easement dated April 28, 2022, and recorded in the Official Records as Deed Book 2022, Page 30811, and later re-recorded and corrected on June 28, 2022, in Deed Book 2022, Page 35076 in the Official Records (collectively, the "**Transmission Line Easements**"). "**Transmission Facilities**" may include underground and overhead distribution, collection, and transmission lines from the Leased Premises to the point of interconnection with the local utility district or other point of intersection with the transmission grid, control, communications, and radio relay stations and telecommunications equipment necessary for operations (but for no other purpose), interconnection and/or switching facilities, circuit breakers, and transformers; cables, wires, fiber, conduit, footings, foundations, towers, poles, crossarms, guy lines, and anchors, and related or associated improvements, fixtures, facilities, appliances, machinery, equipment, and reasonably necessary access roads.

1.4 **Archaeological Study**. Landlord, through its consultant OMI, Inc., commissioned an archaeological study of the Leased Premises and the Adjacent Parcel by the Office of Archaeological Research of the University of Alabama ("**OAR**"), OAR Project #22-109 and 22-110 ("**Archaeological Study**") to determine whether development of the Leased Premises and the Adjacent Parcel could proceed without damage to or loss of significant cultural resources. The summary results of the Archaeological Study are included in the Management Summary for the Mitigation of Sites 1Ma18 and 1Ma38 in Huntsville, Alabama dated June 2022, a copy of which was provided to Tenant. Landlord acknowledges and agrees that both Tenant and TMMAL (as defined in Section 37.6) intend to and have relied on OAR's conclusion that the Leased Property and the Adjacent Parcel can be developed without damage to or loss of significant cultural resources and that such risks associated with development of the Leased Premises and the Adjacent Parcel have been mitigated as provided by the Archaeological Study. Landlord will coordinate with OAR to provide the full report of the Archaeological Study, will have OAR name Tenant, its lender and TMMAL as parties entitled to rely on the final report, and will provide a copy of the final report to Tenant, its lender and TMMAL.

2. **Purpose of Lease; Permitted Uses.** Tenant shall use the Leased Premises solely and exclusively for the purpose of solar photovoltaic energy conversion, including feasibility studies and collection of relevant data, extracting soil samples, installing, operating, and maintaining, repairing, replacing, and removing solar energy facilities (collectively, the "**Facilities**") designed to convert solar energy into electrical energy and other ancillary services, and to deliver electrical energy and ancillary services on a commercial scale (collectively, the "**Project**"). The Facilities may include photovoltaic solar energy collection, generation and transmission equipment, inverters, transformers, overhead and underground electrical distribution, collection, and transmission lines or cabling, controls, meters, racking and foundations, structures to house electrical, maintenance and operations equipment, security fencing and gating enclosing the Leased Premises, safety signage and other equipment necessary for the foregoing purpose. The foregoing purposes and uses (collectively, "**Permitted Uses**") shall include the rights set forth in Section 5 of this Lease. Notwithstanding anything herein to the contrary, however, Tenant shall not use the Leased Premises for installing, operating, maintaining, repairing, replacing and removing transmission substations, electric storage facilities, batteries and other facilities to store electric energy on a utility scale.

3. **Term.**

3.1 **Feasibility Period**. Commencing on the Effective Date and continuing until the first (1st) anniversary thereof (the "**Feasibility Period**"), Tenant shall have the right to investigate the feasibility of the Leased Premises for the Facility and Project. Landlord shall retain possession of the Leased Premises during the Feasiblity Period, and Tenant shall have a license to enter the Leased Premises as set forth in Section 3.1.1. At any time prior to the expiration of the Feasibility Period, Tenant shall have the right to elect to terminate this Lease as to all or any portion of the Leased Premises. If Tenant elects to terminate with respect to only a portion of the Leased Premises, Tenant shall provide to Landlord in its written notice of termination, a description of the portion of the Leased Premises that will continue to be subject to this Lease, and all references herein to the Leased Premises shall be deemed to be to that portion of the Leased Premises that continues to be subject to this Lease. If, prior to expiration of the Feasibility Period, Tenant notifies Landlord in writing that it wishes to terminate this Lease in total, or if the Feasibility Period expires without Tenant sending the notice of Tenant's intent to continue the Lease, Tenant shall promptly remove all its equipment from the Property and restore the Property to its original condition as of the Effective Date, consistent with the reclamation requirements described in Section 20 (ordinary wear and tear excepted). During the

Feasibility Period, Landlord, at no cost to Landlord, shall cooperate with Tenant, its contractors and representatives and shall execute any documents reasonably required to assist Tenant in obtaining all necessary Permits (as defined in Section 36) or approvals to permit Tenant's intended use of the Leased Premises for the Permitted Uses in compliance with zoning, land use, utility service and building laws, rules, ordinances, and other governing rules and regulations. Landlord shall not take any action that would adversely affect Tenant's ability to obtain or maintain any governmental approval or Permits. If, through no fault or delay of Tenant, Tenant is pursuing diligently but is not able to obtain all necessary Permits from governmental entities or agencies during the Feasibility Period, Tenant shall have the right to extend the Feasibility Period with thirty (30) days' prior written notice to Landlord for one additional six-month period to allow such governmental entities or agencies to issue such Permits.

3.1.1 Landlord hereby grants to Tenant a license during the Feasibility Period for Tenant and its employees, contractors, agents, invitees and permittees to have access to the Leased Premises for the purposes of inspection, survey, design of improvements, temporary installation and operation of solar data monitoring equipment (excluding meteorological towers), reasonable tests, and other actions reasonably related to the investigation by Tenant of the suitability of the Leased Premises for Tenant's business purposes, including but not limited to conducting weather monitoring activities and soil, environmental, archeological, geotechnical, and geologic studies on the Leased Premises. With at least seventy-two hours' prior notice (which notice will include a detailed description of the requested Invasive Testing (as hereinafter defined)) to and coordination with Landlord to allow Landlord or its representatives to be present during such Invasive Testing, Tenant and Tenant's Representatives may conduct intrusive or invasive sampling or chemical analysis of the Leased Premises as part of its due diligence, as indicated by a Phase I environmental site assessment or as reasonably necessary to establish the suitability of the soil for the Facilities and the Project (collectively, "**Invasive Testing**"), subject to the conditions set forth in this Section. If indicated for the Project, such Invasive Testing may include, without limitation, (a) invasive or intrusive geotechnical, environmental or other inspections with respect to the Leased Premises, Property or any portion thereof (including, but not limited to, any physical testing drilling, boring, or cutting), and (b) biological sampling or analysis, whether of air quality, soil, or water samples or otherwise. Landlord acknowledges and agrees that some Invasive Testing will be required in order to construct the Facilities. Any Invasive Testing will be subject to Tenant receiving prior written approval from Landlord, which Landlord shall have sole but reasonable discretion to grant or deny as Landlord deems necessary or appropriate in order to minimize any disruption or interruption to its operations or other adverse effects on its facilities, property or interests. Landlord, in its commercially reasonable discretion, may qualify its approval of Invasive Testing by the type of Invasive Testing that may be conducted; the time window(s), including date(s) and time(s) in which such Invasive Testing shall be conducted; the specific location in which the Invasive Testing may be conducted; and the access routes that shall be used to get to the testing sites. The approval by Landlord must be in writing. Landlord's failure to provide express approval of any proposed Invasive Testing shall be deemed disapproval thereof. Tenant agrees to return the Leased Premises and Property to substantially the same condition and cleanliness existing before entry and/or occupation for Invasive Testing, including, but not limited to, sealing wells or other similar subsurface investigations. Tenant shall provide split samples of any media taken as a result of any Invasive Testing. Tenant shall keep confidential the information resulting from the Tenant's Invasive Testing and other inspections; provided, however, Tenant may disclose the same as required for Tenant's design and construction of the Facilities and the Project to the extent required by applicable laws.

Tenant shall deliver copies of all third-party reports, laboratory analysis, surveys and studies generated by the inspections to Landlord; provided, however, Tenant may redact proprietary and economic portions of reports or analyses relating to the financial feasibility or technical design of the Project or Facilities. Tenant shall not contact any governmental authority regarding the results of any testing performed on the Leased Premises unless required by applicable laws and only after Tenant has given Landlord not less than seven (7) days' written notice prior to any such contact; provided, however, that if Tenant is required by applicable law to contact any governmental authority regarding such results in less than seven (7) days, then Tenant shall give Landlord such notice as is reasonably practicable before contacting such governmental authority. Tenant agrees to indemnify, defend and hold harmless Landlord, its subsidiaries, affiliates, officers, directors, agents, and employees from all liability, losses, claims, damages, costs, and expenses caused by or resulting from the exercise of Tenant's or its employees', contractors', agents', invitees', and/or permittees' access to the Property during the Feasibility Period; provided, however, Tenant shall not be required to indemnify Landlord, its subsidiaries, affiliates, officers, directors, agents, and employees for the discovery of any condition previously existing on the Leased Premises, except to the extent Tenant exacerbates the same. The foregoing indemnity provision shall survive the termination or expiration of this Lease.

3.1.2 Within one hundred twenty (120) days after the Effective Date, Tenant shall provide Landlord with a preliminary site plan (the "**Preliminary Site Plan**"), which shall depict in preliminary form the following: (a) planned locations for all Project-related improvements, the Facilities, the fences and gates, and any ancillary structures or fixtures (collectively, the "**Improvements**"), as well as Interior Roads, buffers and Utilities within the Leased Premises; and (b) the boundaries of any easements or substations outside of the Leased Premises, including the Huntsville Utilities Substation, the Interconnection Easement, Access Point, or any other necessary easements, and (c) any other naturally existing conditions, such as the wooded areas, the Cornelius cemetery, or other areas excluded from Tenant's operation and use of the Leased Premises (collectively, "**Site Plan Contents**"). Landlord shall review the proposed Preliminary Site Plan and either concur in (which concurrence will not be unreasonably withheld or delayed) or request reasonable revisions to the same within thirty (30) days of its receipt. The Parties shall promptly confer regarding any requested revisions and attempt to resolve their differences within an additional thirty (30) days. Notwithstanding the foregoing, however, Tenant and the governmental entities and agencies issuing the Permits for the Project shall have the final determination of the location of the Facilities and other Improvements that are located on the Leased Premises so long as such are otherwise in compliance with this Lease and the Permitted Uses.

3.2 **Development Term**. If Tenant provides Landlord with written notice, as provided herein, of Tenant's intent to continue the Lease prior to the end of the Feasibility Period, this Lease shall continue for a term ("**Development Term**") commencing on the expiration of the Feasibility Period and continuing until the earlier to occur of (a) the date when Tenant first sells electrical energy from the Facilities constructed on the Leased Premises to a third-party purchaser or delivers power to the grid (the "**Operations Date**"), or (b) fourteen (14) months after the commencement of the Development Term. At the commencement of the Development Term, Tenant shall be put in exclusive possession of the Leased Premises, and Tenant shall provide to Landlord a copy of the final site plan for the Project which includes the Site Plan Contents (the "**Final Site Plan**"). The Parties acknowledge and agree that the Final Site Plan is subject to changes required by governmental entities and agencies in connection with the issuance of final Permits for the Project. Landlord shall review the proposed Final Site Plan and either concur in or request reasonable revisions to the same within ten (10) business days of its receipt. The parties shall work together in good faith to come to agreement

on the Final Site Plan and resolve each other's reasonable objections within thirty (30) days after Tenant delivers the same to Landlord. Reaching agreement on a Final Site Plan is a prerequisite for the Tenant to commence work on the Leased Premises. Landlord, its employees, representatives and agents shall maintain the Preliminary Site Plan and Final Site Plan in confidence and will not use or disclose the same for any purpose other than confirming use of the Leased Premises for the Permitted Use unless disclosure is required by applicable law.

3.3 **Operating Term**. The Operating Term shall commence at the end of the Development Term and continue for a period of twenty-five (25) years thereafter (the "**Initial Operating Term**") and, so long as Tenant is not then in default hereunder, shall renew for two (2) additional periods of five (5) year each (each a "**Renewal Term**") if Tenant provides Landlord written notice of intention to renew, as provided herein, not less than one hundred eighty (180) days prior to the expiration of the Initial Operating Term or the first Renewal Term. The Initial Operating Term and any Renewal Terms are hereinafter collectively referred to as the "**Operating Term.**" The Operating Term together with the Development Term are hereinafter collectively referred to as the the "**Term.**" Failure to timely provide notice of renewal shall be deemed an election by Tenant not to extend the Operating Term.

3.4 **Progress Meetings.** From the Effective Date until the commencement of the Operating Term, Landlord and Tenant may, at Landlord's sole option, hold quarterly meetings (more or less often, as mutually determined by the Parties). At least seven (7) days prior to each quarterly meeting, Tenant will deliver a written report to Landlord on progress, including but not limited to updates on the Site Plan, permitting process, buffers, construction planning and scheduling, Interior Road construction and siting, drainage impacts, and any other matters reasonably believed to materially affect either Party's activities. Throughout the Feasibility Period, Development Term and Operating Term, Tenant will timely respond to reasonable requests from Landlord for information about Tenant's activities under the Lease.

3.5 **As-Built Survey of Leased Premises.** Within 30 days following commencement of the Operating Term, Tenant shall provide Landlord with a final boundary and as-built survey, conforming with the Final Site Plan, that shows and legally describes the boundaries of the completed Project and includes all the Site Plan Contents ("**As-Built Survey**"). The As-Built Survey will be completed by a State of Alabama licensed Professional Land Surveyor, at Tenant's expense. Landlord will then have twenty (20) days to review and approve the As-Built Survey or provide comments for Tenant's consideration. Landlord and Tenant shall work together in good faith to resolve any reasonable objections raised by the Landlord.

## 4. Rents and Fees.

4.1 **Feasibility Period.** Tenant will not have possession of the Leased Premises during the Feasibility Period, and no rent will be due during the Feasibility Period.

4.2 **Development Term Rent**. Tenant shall pay Landlord annual Development Term rent ("**Development Term Rent**") on or before the commencement of the Development Term; subsequent Development Term Rent shall be due annually thereafter on or before each anniversary of the commencement of the Development Term. The Development Term Rent shall be One Hundred Dollars ($100.00) per acre multiplied by 32.38 acres, being Three Thousand Two Hundred Thirty-Eight and No/100 Dollars ($3,238.00) for each year of the Development Term. If the Development Term ends prior to the second anniversary of the commencement of the Development Term, a pro-

rata portion of Development Term Rent for periods during the Operating Term shall be credited against Operating Rent (as hereinafter defined).

4.3 **Operating Rent**. For the first year of the Operating Term, the annual operating rent ("**Operating Rent**") for the Lease shall be One Hundred Dollars ($100.00) per acre multiplied by 32.38 acres, being Three Thousand Two Hundred Thirty-Eight and No/100 Dollars ($3,238.00). On each anniversary date thereafter (each a "**Rent Change Date**") the annual Operating Rent shall be increased by two percent (2%) over the Operating Rent for the immediately preceding year during the Term.

4.4 **Reclamation Fee**. Upon the commencement of the Reclamation Period (as defined in Section 20.1), or upon such earlier termination of the Lease, Tenant shall pay Landlord a monthly reclamation fee in an amount equal to the Operating Rent for the immediately preceding Term in equal monthly installments in advance on the first day of each month during the Reclamation Period until such time as all Facilities have been removed and the Leased Premises have been vacated by Tenant ("**Reclamation Fee**").

4.5 **Payment/Late Payment Penalty.** All payments due Landlord shall be paid by wire transfer or other method of delivery with immediately available funds to the address or the account designated in writing by Landlord from time to time. Landlord may change the address for payment by giving written notice to Tenant. All payments shall reference this Lease, including the identifier "TMMAL TAI Solar Project," or other identifying designation as requested by Landlord. In addition, if Tenant fails to make any payment to Landlord required of it hereunder when due, interest shall accrue on the overdue amount, from the date overdue until the date paid, at a rate equal to the lesser of twelve percent (12.00%) per annum, or the maximum rate permitted by law.

4.6 **Net Lease.** This Lease is intended to be a net lease with all costs of every type and kind to be borne by Tenant. Accordingly, except as expressly stated herein, all costs of maintenance, insurance, real property taxes (including all transfer taxes), and personal property taxes with respect to the Leased Premises are to be borne by Tenant.

## 5. Use of the Leased Premises.

a. In compliance with the terms and conditions of this Lease, Tenant may construct, lay down, install, replace, relocate, reconstruct, operate, maintain, repair and remove from time to time on the Leased Premises the Facilities including without limitation: (i) solar energy panels, modules and equipment, including necessary support structures and foundations of all types; (ii) overhead and underground electrical distribution, collection, transmission and communications lines or cables, electric combiners, inverters, transformers, and telecommunications equipment; (iii) fences, roads and pads; and (iv) Improvements, roads, buffers, Utilities facilities, and other equipment reasonably necessary. All such Permitted Uses by Tenant of the Leased Premises must comply with the applicable county, state and federal laws and regulations.

b. Tenant shall, at its sole expense, maintain all of the Leased Premises, maintain or cause the utility to maintain any area subject to Access and Utility Easements during the Term of this Lease in a manner that will not create a public or private nuisance under applicable law. All Improvements constructed by Tenant during the Term hereof, including all additions, alterations, and improvements thereto or replacements thereof and all appurtenant fixtures, machinery and equipment installed

therein, shall be the property of Tenant. Tenant shall not place signs or other identifying information on, in or around the Leased Premises without the express written consent of Landlord and Landlord's approval of the content and appearance of same, such approval not to be unreasonably withheld, conditioned or delayed. Tenant shall pay all costs of any damage to the roads on the Leased Premises to the extent caused by Tenant's use of same, which repairs for such damage shall be made to the roads to restore them to at least as good a condition as prior to Tenant's use, normal wear and tear excepted.

c. Tenant agrees that it will not commit waste nor permit waste to be done to the Leased Premises and any area subject to the Access and Utility Easements. At the termination or expiration of this Lease, Tenant shall promptly and peaceably deliver to Landlord the Leased Premises in a good condition, natural wear and tear excepted, and in compliance with the Reclamation requirements contained in Section 20 herein.

d. The rights granted to Tenant in this Lease include, without limitation, the following:

(i) the right over and across the Leased Premises for any visual, view, light, shadow, electromagnetic or other effect of any kind or nature whatsoever resulting, directly or indirectly, from the Facilities, including but not limited to rights to reasonably reflect glare onto Landlord's adjoining land;

(ii) the exclusive right to capture, use and convert the unobstructed solar resources over and across the Leased Premises;

(iii) the non-exclusive right, subject to the other provisions in this Lease, to trim, cut down and remove trees, brush, and vegetation on the Leased Premises and in the Access and Utility Easements which might obstruct receipt of or access to sunlight throughout the Leased Premises; and

(iv) the right of subjacent and lateral support on the Leased Premises to whatever is reasonably necessary for the operation and maintenance of the Facilities, including, without limitation, guy wires and supports.

**6. No Warranties.** Landlord has not made, does not make, and has not authorized anyone else to make any representation as to: (a) the existence or non-existence of access to or from the Leased Premises or any portion thereof; (b) the soil conditions to be found at the Leased Premises, (c) the suitability of Landlord's title to the Leased Premises and/or Property; provided, however, Landlord warrants that it has not granted to any third-party any lease, right to use, or right or option to purchase the Leased Premises that is not recorded in the Official Records, except for that certain verbal farm lease in favor of Sublett Farms to be terminated immediately by Landlord, with evidence of such termination in form reasonably required by Tenant or its lender, upon execution of this Lease by both parties; or (d) the merchantability of the Leased Premises or its suitability for Tenant's intended use. Tenant expressly acknowledges that: (x) except as expressly set forth in this Lease, Landlord has not made any representations or warranties whatsoever concerning the Leased Premises or any matters pertaining to the Leased Premises and access to the same; and (y) in entering into this Lease, Tenant is not relying on any such representations or warranties. Tenant has had the opportunity to and has examined and inspected or shall fully examine and inspect the Leased Premises and access to the same and become thoroughly familiar with the title, condition, status, accessibility, and suitability of the

Leased Premises during the Feasibility Period. Tenant is leasing the Leased Premises on an "AS IS, WHERE IS" basis.

**7. Access by Landlord**. Landlord and all Related Persons (as defined in Section 18(a)), shall have the right in common with Tenant to use any existing Roads on the Leased Premises or Interior Roads constructed by Tenant, all of which are located outside of Tenant's fences around the Facilities, to cross and re-cross the Leased Premises, so long as such use does not materially interfere with Tenant's use of the Leased Premises. Tenant shall have the right to install gates across any such roads on the Leased Premises, but will provide Landlord with keys or access codes to all locks to provide access to Landlord and its Related Persons but to restrict access by others (except for emergency personnel, including police and fire services and utility providers, and any parties with preexisting easement rights of record, whose access shall not be denied).

**8. Authority.**

8.1 Landlord. Each person signing this Lease on behalf of Landlord is authorized to do so. When signed by Landlord, this Lease constitutes a valid and binding agreement enforceable against Landlord in accordance with its terms.

8.2 Tenant. Each person signing this Lease on behalf of Tenant is authorized to do so. When signed by Tenant, this Lease constitutes a valid and binding agreement enforceable against Tenant in accordance with its terms.

**9. Limitation of Rights Granted**. The rights and privileges granted by this Lease are limited to the rights and privileges Landlord possesses and has lawful right to lease, and this Lease shall not be construed as leasing or attempting to lease to Tenant any rights and privileges other or more than those that are vested in Landlord.

**10. Exceptions to and Exclusions from Leased Premises.** Landlord excepts and excludes from the Leased Premises all timber (subject to Tenant's rights herein to trim, cut down and remove trees, brush and vegetation on the Leased Premises, Tenant's obligation to replant trees and seed the Leased Premises with grass as required in Section 20, and provided that the site plan and panel layout delivered to Landlord remains the same), coal, oil, gas, water, wind resources rights, minerals, sand, gravel, and aggregates (subject to Tenant's rights herein to grade the Leased Premises and remove or relocate any stockpiles of sand, gravel and aggregates on the Leased Premises) located in, on, over, or under the Leased Premises for all purposes. The rights and privileges excepted and reserved to Landlord on the Leased Premises shall be exercised in a manner as to not unreasonably interfere with Tenant's operations within the Leased Premises. During the Term of this Lease, Landlord shall not undertake and shall not grant to any third-party the right to undertake any exploration, development or removal of any timber, coal, oil, gas, water, wind resources rights, minerals, sand, gravel, and aggregates located in, on, over, or under the Leased Premises, and Landlord waives any right to access any of the foregoing through use of the surface of the Leased Premises. Prior to undertaking any actions that could reasonably be expected to interfere with Tenant's operations on the Leased Premises, Landlord shall consult with Tenant to try to minimize the impact of any such expected interference.

Notwithstanding anything herein to the contrary, nothing in this Lease shall be deemed to be a covenant or agreement restricting Landlord's activities outside the Leased Premises.

Except as may be in writing and of record in the Official Records, Landlord has not granted and to Landlord's current actual knowledge, without the duty of additional investigation, there are no currently existing agreements or understandings with third-parties that would allow any party other than Tenant to exploit the solar rights or develop a solar energy project on the Leased Premises.

**11. Third Party Rights.** This Lease is made subject to the Permitted Encumbrances specified in Section 1.1. Tenant covenants to Landlord that in Tenant's operations under this Lease it will not violate any of the terms, provisions and conditions of any deed or other instrument of title or record constituting Permitted Encumbrances under which Landlord owns the Leased Premises and is existing as of the Effective Date and will not violate the rights of any third persons not parties to this Lease which are of record as Permitted Encumbrances as of the Effective Date. Furthermore, Tenant shall provide reasonable access to and from the cemetery located on the Leased Premises in accordance with Alabama Law.

**12. Default.**

a. Tenant shall be in "**Default**" if it shall at any time fail to meet its monetary or non-monetary obligations under this Lease and such failure shall continue after notice and the opportunity to cure as set forth herein. Tenant shall have the following cure opportunities to remedy the Default: (1) if Tenant fails to timely pay Rent and the failure is not cured within fifteen (15) days after receiving written notice from Landlord of such failure; provided that Landlord shall not have the obligation to deliver to Tenant any notice of a Default after delivering such notice two (2) times in any twelve (12) month period during the Term; (2) if Tenant fails to meet any other monetary obligations under this Lease and the failure is not cured within thirty (30) days after receiving written notice from Landlord of such failure; and/or (3) if Tenant fails to meet any non-monetary obligation under this Lease and the failure is not cured within thirty (30) days of receiving written notice from Landlord of such failure or, if cure is not possible within thirty (30) days, Tenant has not immediately commenced and thereafter diligently pursued remedying the breach in that time; provided however the total cure period for non-monetary defaults will in no case exceed 120 days.

b. A waiver by Landlord of any event of Default under this Lease shall not prevent the right of Landlord to declare default and exercise its remedies under this Lease for any other cause, or for the same cause occurring at any other time. The receipt by Landlord from Tenant of payments after the occurrence of any event of Default, or the continued recognition by Landlord of Tenant as its tenant after the occurrence of any event of Default shall not be deemed a waiver of any of Landlord's rights or remedies. Receipt and acceptance by Landlord of any amounts tendered by Tenant shall not constitute an agreement by Landlord that the amounts are the proper amounts due or a waiver of Landlord's claims for greater amounts. All payments by Tenant to Landlord shall apply on the items longest past due, and the receipt of any such payment shall not be a waiver either of the right of distress or the right of forfeiture or any other remedy available to Landlord with respect to items which remain undischarged after crediting the payments.

c. Should a Default occur, then, subject to the rights of any Mortgagee (as defined in Section 37) expressly set forth in this Lease, Landlord shall have and shall be entitled to exercise any and all remedies available to it at law or in equity, including without limitation: (a) bringing suit for the collection of any amounts for which Tenant may be in Default, or for the performance of any other covenant or agreement of Tenant, without terminating this Lease; (b) curing such default for the

account of Tenant, any costs incurred by Landlord in curing such default and/or any other amounts owed by Tenant to Landlord becoming additional Rent (subject to the duty to mitigate damages resulting from such Default); (c) subject to the rights of any Mortgagee, terminating this Lease, without waiving Landlord's rights to damages for Tenant's failure to perform its obligations hereunder; (d) if Tenant fails to pay Rent as and when due more than two times in any five (5) year period, requiring Tenant to pre-pay Rent for five (5) years; and/or (e) seeking specific performance if monetary damages are inadequate, all of which remedies shall be cumulative. In the event Landlord chooses to exercise its right to specific performance, it may do so without the necessity of posting a bond. In the event Landlord terminates this Lease and repossesses the Leased Premises, Landlord shall be free and acquitted from any claims of Tenant; provided, however, Tenant shall be entitled to remove the Facilities and any personal property placed upon the Leased Premises in accordance with the provisions of Section 20 herein at the sole risk and expense of Tenant within the Reclamation Period (as defined in Section 20.1). Landlord reserves the right to bring actions or proceedings for the recovery of any deficits remaining unpaid that have accrued through the date of such termination. So long as any Mortgagee shall hold a Mortgage (as defined in Section 37) on the Leased Premises, Facilities and Improvements, Landlord's rights shall be subject to the rights of such Mortgagee, which Mortgagee rights are set forth in Section 37 of this Lease.

d. If Landlord fails to comply with the provisions in Section 37 protecting the rights of a Mortgagee, and such default shall continue for a period of thirty (30) days after written notice to Landlord, or, if the cure will take longer than thirty (30) days, the length of time necessary to effect cure as long as Landlord is making diligent efforts to cure during the thirty (30) day period and thereafter diligently completes the cure (but in no event more than one hundred twenty (120) days after written notice of default), then Tenant shall be entitled to exercise concurrently or successively any one or more of the following rights, in addition to all other remedies provided in this Lease or available at law or in equity: (a) to cure such default for the account of Landlord and offset the actual and reasonable costs incurred by Tenant in curing such default against all amounts next coming due from Tenant to Landlord (subject to Tenant's duty to mitigate its damages resulting from such default) or to bill Landlord for such costs, in which case, Landlord shall pay the same to Tenant within ten (10) days; (b) to seek specific performance of this Lease if monetary damages are inadequate.

**13. Inspections.** Tenant shall permit Landlord and its Related Persons to enter upon the Leased Premises, upon at least twenty-four (24) hours' prior written notice to Tenant, during Tenant's normal hours of operation or at other reasonable times with the prior written consent of the Tenant, which shall not be unreasonably withheld, except in the event of an emergency, Landlord may enter the Leased Premises with no notice to Tenant as is reasonable given the circumstances. Tenant shall have the right to have a representative accompany Landlord during any entry upon the Leased Premises other than during an emergency.

**14. Taxes.** The Parties understand that no ad valorem taxes are currently being assessed on the Leased Premises, and it is currently classified as exempt. Beginning on the Effective Date and continuing thereafter throughout the Lease, Tenant shall pay before becoming delinquent, all ad valorem taxes and general and special assessments levied against the Leased Premises, and all personal property taxes levied against Tenant's Facilities, Improvements, and other personal property located upon or about the Leased Premises. Tenant shall separately assess with the Madison County Tax Assessor, the Leased Premises, the Facilities and Improvements, and all of Tenant's personal property used in the operation of the Solar Facilities and located on or within the Leased Premises, and Tenant will pay all real and personal property bills, including without limitation any bills for taxes

relating to a change in tax classifications based on Tenant's use of the Leased Premises, as and when the same are due. If Tenant fails to pay any taxes or assessments for which it responsible hereunder and such failure could result in the imposition of a tax lien on the Leased Premises, Landlord shall have the right to pay such amounts on Tenant's behalf, and any amounts so paid by Landlord shall be added to the next Rent payment payable by Tenant under this Lease.

**15. Compliance with Laws.** Tenant shall comply strictly with all applicable federal, state, and local laws, rules, and regulations relating to its use of and operations on the Leased Premises now in effect, or hereafter to be enacted and effective during the Term of this Lease.

**16. Hazardous Materials.** Tenant hereby agrees to defend, protect, hold harmless, and indemnify Landlord from all costs, losses, liabilities, obligations and claims, of any nature whatsoever, known and unknown, that may arise from and after the Effective Date based in whole or in part upon (a) Tenant's failure to comply with any applicable environmental laws, rules, or regulations in its use of or operations from the Leased Premises; or (b) the presence, release or disposal of any hazardous substance, solid waste, or other environmental contamination on the Leased Premises arising from the acts or omissions of Tenant, its agents, employees or contractors. Tenant shall not be obligated to indemnify Landlord under this Section to the extent of Landlord's failure to comply with any applicable environmental laws, rules, or regulations, or the presence, release or disposal of any hazardous substance, solid waste, or other environmental contamination on the Leased Premises arising from the acts or omissions of Landlord, its agents, employees or contractors. As used in this Section, the term "applicable environmental laws, rules, or regulations" shall mean all state, federal, or local laws, statutes, ordinances, rules, regulations, or orders pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("**CERCLA**") and the Resource Conservation and Recovery Act of 1976 ("**RCRA**"), as each may be amended from time to time. As used herein, the terms "hazardous substance" and "release" have the meanings specified in CERCLA, and terms "solid waste" and "disposal" (or "disposed") have the meanings specified in RCRA. Moreover, to the extent that Alabama law establishes a meaning for "hazardous substance," "release," "solid waste," or "disposal" that is broader than that specified in either CERCLA or RCRA, the broader meaning shall apply. In addition, the provisions of this Section shall survive the expiration or termination of this Lease for any reason.

**17. Fire Control.** Tenant shall comply with all laws and regulations pertaining to fire protection and suppression and take every reasonable precaution to prevent fires from igniting on the Leased Premises or spreading onto other lands. Tenant will obtain and maintain in full force and effect casualty and hazard insurance to protect itself against losses resulting from fire or other casualty.

**18. Indemnification.**

a. Tenant specifically agrees to protect, defend, indemnify, and hold Landlord and such Landlord's Related Persons (as defined below) harmless from and against any and all losses, costs, expenses, attorneys' fees, damages, liabilities, suits, actions, recoveries and judgments of every nature or description, whether arising directly or indirectly out of breach of any term of this Lease, the violation of any statute, ordinance or regulation, including but not limited to applicable environmental laws, U.S. Department of Energy or local state or county regulations, or out of the use and occupancy of the Leased Premises and any and all operations or other work or services contemplated or undertaken thereon by Tenant, except to the extent caused by the gross negligence or willful

misconduct of Landlord or its Related Persons. In executing this Lease, Tenant expressly agrees to the above indemnity provisions and Tenant intends to specifically bind itself to indemnify Landlord in every instance set forth above. As used herein the term **"Related Persons"** shall mean any affiliates, employees, officers, directors, agents, representatives, successors and/or assigns of a Party.

b. It is hereby understood and irrevocably agreed by the Parties that it is the intent of this Lease, that in the event and to the extent a claim is made by an employee of Tenant against Landlord or its Related Persons hereunder, that Tenant, its successors and assigns will indemnify Landlord or its Related Persons to the same extent as if the claim were made by a non-employee of Tenant, notwithstanding any statute or judicial decision otherwise disallowing such indemnification. It is the intent of this Lease that, as a part of the consideration of Tenant under this Lease, and regardless of any defense Tenant might have, Tenant, its successors and assigns, shall indemnify Landlord and its Related Persons against all claims of any nature whatsoever, except to the extent caused by the gross negligence or willful misconduct of Landlord or its Related Persons.

c. Tenant agrees at Tenant's sole cost and expense to defend with attorneys approved by Landlord, which approval Landlord will not unreasonably withhold, delay or condition, against any and all actions, suits or other proceedings that may be brought or instituted by a third-party against Landlord on any claim or demand qualifying for indemnity under subsection (a) above and shall pay or satisfy any judgment or decree which may be rendered against Landlord in any such action, suit, or legal proceeding or which may result therefrom. Landlord reserves the right, at its option and at its cost, to participate in the defense of such suits against it with attorneys of its choosing.

d. To the extent that any of the obligations imposed by this Section shall not be enforceable under applicable law it is the intent of the Parties that the provisions of this Section shall be construed to impose only such obligations on Tenant as shall be enforceable under applicable law. The indemnity provisions contained in this Section shall survive the expiration or termination of this Lease for any reason.

**19. Insurance.**

a. Required Coverage. Tenant agrees to provide the following insurance coverages at its own expense that will cover all of Tenant's activities on the Leased Premises and Property, whether conducted by Tenant or Tenant's employees, agents, representatives, consultants, contractors, invitees, licensees, or affiliates pursuant to this Lease:

(i) General Liability. Commercial General Liability covering claims for bodily injury, death and property damage, including Comprehensive Form, Premises and Operations, Independent Contractors, Personal Injury, Contractual, Broad Form Property Damage, Cross Liability and Hostile Fire liability coverages, with a combined single limit of $1,000,000 for bodily injury, death and property damage each or per occurrence and $2,000,000 general aggregate. Additionally, the policy shall not exclude X, C or U (Explosion, Collapse or Underground) or Subsidence. As used in this Lease "Subsidence" is defined as sinking or settling of land caused by heavy rains or man-made caverns. Subsidence does not include earth movement caused by an earthquake.

(ii) Umbrella Liability. Excess Liability insurance providing limits of not less than $10,000,000 each occurrence and annual aggregate over General Liability, Automobile Liability, and Employers Liability.

(iii) Environmental Liability. Pollution Legal Liability providing On-Site Clean-up protection and Third-Party Off-Site Cleanup of Pollution Conditions, as well as protection for Bodily Injury and Property Damage resulting from operations granted under this Lease. Limit of Liability shall be not less than $1,000,000.

(iv) Automobile Liability. Comprehensive Automobile Liability covering owned, non-owned, hired, and other vehicles, with a combined single limit of $1,000,000 for bodily injury, death and property damage per occurrence and $1,000,000 general aggregate.

(v) Fire and Extended Coverage Insurance. From the Effective Date until the expiration or termination of this Lease, Tenant shall keep all improvements, installations, machinery, and equipment placed by it and all other personal property placed by it on the Leased Premises continuously insured against loss or damage by theft, fire, or lightning (with extended coverage if available) in an amount equal to the fair market value thereof, subject to reasonable and customary deductibles.

(vi) Workers' Compensation. Tenant covenants and agrees that all employees of Tenant or any other persons performing work on the Leased Premises pursuant to this Lease will be fully covered by or insured always by Workers' Compensation. Tenant and its contractors, agents, representatives, and consultants shall comply with all applicable Workers' Compensation laws, rules and regulations of the State of Alabama and shall make all necessary contributions or other payments.

(vii) Employer's Liability. Employer's Liability insurance in an amount of not less than $500,000 each accident.

b. Policy Requirements. All liability insurance policies shall be written on an "occurrence" policy form and by insurance companies acceptable to Landlord with a Best's Key Rating Guide of A or better, with a financial rating of at least VIII. If Tenant fails at any time to maintain the insurance coverage as required above, Tenant shall cease operations immediately and shall not resume operations pursuant to this Lease until after the failure has been corrected. Except for Workers' Compensation Insurance, Landlord, and its subsidiaries and/or affiliates shall be named as an Additional Insured on all such required policies. Tenant shall be responsible for payment of any and all deductibles from insured claims under its policies. The coverage afforded under any insurance policy obtained by Tenant pursuant to this Section shall be primary and non-contributory coverage regardless of whether or not Landlord has similar coverage. Tenant shall not perform any operations on the Leased Premises unless and until evidence of such insurance, including renewals thereof, has been delivered to and approved by Landlord. Tenant shall not self-insure any of the insurance coverages required by this Lease without the prior written consent of Landlord. The minimum limits of coverage required by this Lease may be satisfied by a combination of primary and excess or umbrella insurance policies. The maintenance of this insurance shall not in any way operate to limit the liability or indemnification responsibilities of Tenant to Landlord under this Lease. All policies shall name Landlord as an additional insured party.

c. Certificate of Insurance Evidencing Coverage. Tenant shall provide Landlord a certificate of insurance evidencing the above coverage before conducting any operations on the Leased Premises. The certificate shall provide for thirty (30) days' written notice by the insurance company to the designated representative of Landlord before the cancellation, material change or non-renewal of the policy. The certificates shall also specify that there are no endorsements with oil and gas production or exploration limitations under Tenant's Commercial General Liability Insurance Policy.

d. Contractors/Subcontractors. If Tenant retains the services of any general contractor or subcontractors, Tenant shall cause each general contractor and subcontractor to maintain insurance coverages of the same type as are required of Tenant under Subsections 19(a)(i) (General Liability), (iv) (Automobile Liability), (vi) (Workers Compensation), (vii) (Employers Liability) and 19(b) (Policy Requirements) of this Lease. Any general contractor retained by Tenant will maintain such insurance in the same amount and limits as are applicable to Tenant. The amounts and limits of liability for subcontractors will be at least $1,000,000 for bodily injury, death and property damage per occurrence and in the aggregate; provided, however, Tenant shall remain liable for the acts of such subcontractors performing services at the Leased Premises. Prior to the commencement of the general contractor's or subcontractor's services, Tenant shall obtain certificates of insurance to confirm their insurance complies with this Subsection 19(d).

e. If Tenant fails to obtain insurance conforming to the requirements of this Lease, and such failure continues for ten (10) business days after Landlord's written notice of the same, Landlord may obtain the insurance required herein and charge the full cost thereof to Tenant as additional Rent. Coverages may be reviewed by Landlord and revised in Landlord's reasonable discretion from time to time, as dictated by economic or legal considerations, or to conform to the applicable prevailing insurance requirements, and Landlord reserves the right to make reasonable changes to the amounts and types of insurance limits and policies required under this Lease.

**20. Surrender of Property; Removal of Facilities and Improvements; Bond.**

20.1 Upon expiration or any termination of this Lease, Tenant shall peaceably and quietly leave, surrender, and return possession of the Leased Premises to Landlord; provided Tenant shall have a continuing license to enter the Leased Premises and Property for twelve (12) months after the expiration or termination of the Lease to remove its Facilities and conduct Reclamation (as hereinafter defined) ("**Reclamation Period**"). Tenant agrees and hereby covenants to (a) execute and record a termination of any Memorandum of this Lease and a quitclaim deed to Landlord of all of Tenant's right, title, and interest in and to the Leased Premises (excluding the Facilities); and (b) within twelve (12) months after the date of termination dismantle and remove all Facilities, Improvements and other property owned or installed by Tenant or its affiliates on the Leased Premises and return the Leased Premises to Landlord in substantially the same state and condition as on the Effective Date, reasonable wear and tear and damage by casualty excepted. Notwithstanding the foregoing, however, Landlord may direct that Tenant leave in place any roads, Utilities and other Improvements (but excluding the Facilities), in which case the same shall become the property of Landlord. Reclamation shall include replanting any trees that have been removed and reasonably necessary steps to prevent soil erosion, including seeding disturbed areas of the Leased Premises with grasses. The foregoing being collectively referred to as "**Reclamation**". Tenant shall comply with any Reclamation or land restoration requirements of applicable governmental authorities, submit any Reclamation or restoration plan required by such authorities, and post such security as required by such authorities

and or its Permits. Notwithstanding anything to the contrary: (x) Tenant shall remove all Improvements, including without limitation any pads, foundations, lines, and cables, unless Landlord requests otherwise in writing; and (y) roads and any operations and maintenance buildings on the Leased Premises shall be left in place except for any roads or operations and maintenance buildings that Landlord requests in writing be removed or that Tenant is required to remove as part of any approved Reclamation and restoration plan with any applicable governmental authority. Such notice for road removal shall be provided by Landlord in writing not later than sixty (60) days after Landlord receives written notice from Tenant of expiration or termination. Nothing contained in this Section shall be construed as precluding Tenant from taking any of the foregoing actions at any time during this Lease. If Tenant fails to remove any Improvements or other property owned or installed by Tenant or its affiliates on the Leased Premises from the Leased Premises prior to the end of the Reclamation Period, Landlord may do so, in which case any remaining Facilities or Improvements shall become the property of Landlord and Landlord may dispose of same in any manner Landlord sees fit, including for scrap or otherwise. Landlord shall be entitled to retain any and all proceeds from such disposal. Tenant shall reimburse Landlord for all costs of removal incurred by Landlord within thirty (30) days after receipt of an invoice from Landlord.

20.2 Prior to the commencement of the Operating Term, Tenant shall develop a Reclamation plan for the Leased Premises that complies with the provisions of this Section and that specifies the amount required to implement the plan as determined by a qualified engineer registered in the State of Alabama ("**Reclamation Plan**"). A plan required by a governmental agency having jurisdiction, as and to the extent required by such agency, as the same may be amended from time to time, will satisfy and replace the requirement for a Reclamation Plan in this Section if it meets the following minimum requirements: (a) Tenant shall, on or before the earlier of the date that is twelve (12) months after the expiration or termination of this Lease, or the date that is twelve (12) months after receiving approval from the authority having jurisdiction, restore the Leased Premises to substantially the same state and condition as on the Effective Date, reasonable wear and tear and damage by casualty excepted, and subject to the replanting/reseeding requirements set forth above; and (b) on or before the fifteenth anniversary of the commencement of the Operating Term, Tenant shall obtain and at all times maintain in effect a Reclamation bond or other security instrument (the "**Bond**") in an amount equal to one hundred twenty-five percent (125%) of the amount sufficient to carry out the Reclamation Plan for the Leased Premises as required by this Section. Tenant shall provide written confirmation that the Bond is in place. Upon the twentieth and twenty-fifth anniversaries of the commencement of the Operating Term, Tenant shall cause the cost of removal of the Improvements and restoring the Leased Premises as required herein to be reassessed by a qualified, independent, and registered engineer and the amount of the Bond shall be adjusted accordingly (a "**Reassessment**").

20.3 The Bond plus any additional bond or other security required by this Section shall (a) remain in place through the date by which Tenant has satisfied all of Tenant's requirements under this Section as determined by Landlord in its sole discretion, (b) be accessible in the event that Tenant defaults under its obligations under this Section, and (c) be provided in a form reasonably acceptable to Landlord, including letter of credit, bond, guarantee from a creditworthy entity or other like manner, for the removal of the Facilities and Improvements from the Leased Premises. For clarity, to the extent a bond or similar security instrument meeting the requirements of this Section is required to be provided to a governmental agency having jurisdiction pursuant to a required decommissioning plan, and Landlord is named as a beneficiary under said security, then compliance by Tenant to that requirement shall satisfy the Bond and additional bond or security requirements in this Section; provided, however, that the requirement for Reassessment shall remain unaffected.

20.4 If applicable state or local law requires a stricter or higher standard for a Reclamation Plan or a Bond, Tenant shall comply with such stricter or higher standard.

**21. Injury to Tenant's Property.** Landlord shall not be held responsible for any personal property on the Leased Premises or elsewhere, which may be lost, damaged or stolen before, after or during the Term of this Lease. All personal property and Improvements of any kind in the Leased Premises shall be at the Tenant's sole risk. Tenant agrees neither to hold nor attempt to hold Landlord liable for any loss or damage to personal property or Improvements, proximate or remote, occurring through or caused by any repairs, alternations, or accident to the Leased Premises by reason of the negligence or misconduct of Tenant and its agents and employees except to the extent caused by the active gross negligence or willful misconduct of Landlord. Landlord shall not be liable for any personal property or Improvements damages occasioned by fire, theft, gas, smoke, rain, natural events, civil unrest, trespass, and any acts of God. Tenant shall not make any claim or demand upon or bring any action against Landlord for any loss, cost, damages or other expenses to personal property or Improvements caused by any failure or defect, structural or nonstructural, of the Leased Premises or any part thereof; provided the foregoing shall not apply to the active negligence or willful misconduct of Landlord.

**22. Relationship of Parties**. This Lease shall not constitute a joint venture, partnership or other business relationship between Landlord and Tenant, except the relationship of landlord and tenant. All employees, agents or servants of Tenant employed in or about the Leased Premises shall be the agents, servants, or employees of Tenant, and not of Landlord. The provisions of this Lease are binding upon and shall inure to the benefit of Landlord and Tenant and their respective successors and assigns.

**23. Assignment**.

23.1 **By Tenant**. Tenant shall not, without the express, written consent of Landlord and without the simultaneous conveyance of like interest in the Adjacent Parcel (as defined in Section 37.6) to the same entity, grant, sell, lease, convey or assign all or a portion of Tenant's interest in the Lease or the Improvements or grant subleases, licenses or similar rights to all or a portion of Tenant's interest in the Leased Premises or sell or assign more than fifty percent (50%) of the membership or other ownership interests in Tenant (collectively "**Assignment**") to a third-party ("**Assignee**"). Notwithstanding the foregoing, for any request by Tenant to (i) assign its rights and obligations under this Lease to any Affiliate (as hereinafter defined); (ii) assign its rights and obligations under this Lease to an Assignee whose net worth and financial strength or that of its parent entity is sufficient to meet all of Tenant's obligations under this Lease, in Landlord's reasonable discretion, and who have experience operating or owning, directly or indirectly, utility scale solar power generation projects, Landlord's consent shall not be unreasonably withheld, provided that, the Adjacent Parcel is simultaneously assigned to the same entity as a condition to such permitted transfer. Further, notwithstanding the foregoing, Tenant may collaterally assign or convey all or a portion of Tenant's interest in the Lease, the Improvements, the Leased Premises or the membership or other ownership interests in Tenant to any Mortgagee providing financing to Tenant for or in connection with the Project, Improvements and Facilities without Landlord's consent but with written notice to Landlord. All Assignees and Mortgagees will be subject to all of the obligations, covenants, and conditions applicable to the Tenant under this Lease, but Mortgagees will also be entitled to the Mortgagee Protections set forth in Section 37. Upon Tenant's assignment of its entire interest under this Lease as to all or any portion of the Leased

Premises, or as may otherwise be provided in the applicable grant, sale, lease, conveyance or assignment document, Landlord shall recognize the Assignee as Tenant's proper successor, and the Assignee shall have all of the assigned rights, benefits and obligations of Tenant under and pursuant to this Lease; provided, Tenant shall not be relieved of its obligations relating to the assigned interests under this Lease following the effective date of such grant, sale, lease, conveyance or assignment, unless otherwise agreed by Landlord. As used herein, "**Affiliate**" shall mean any person or legal entity (A) who, directly or indirectly (including through one or more intermediaries), holds an equity interest in a Party (a "**Parent Company**"), or (ii) in which that Party or a Parent Company, directly or indirectly (including through one or more intermediaries) holds an equity interest. The term Affiliate also includes any person or entity which directly or indirectly controls, or is under common control with, or is controlled by, the Party. As used in this definition, "**control**" (including, "controlled by" and "under common control with") means possession, directly or indirectly, of power to direct or cause the direction of management or policies through ownership of securities or other ownership interests; any person or entity which owns directly or indirectly fifty-one percent (51%) or more of the securities having ordinary voting power for the election of directors or other governing body of an entity will be deemed to control such entity.

23.2 **By Landlord**. Without the consent of Tenant, Landlord may assign all, but not a portion, of this Lease to the Industrial Development Board of the City of Huntsville or Huntsville Utilities or TMMAL in connection with the exercise by TMMAL of its Purchase Option (as defined in Section 37.6). Should Landlord sell, convey, or transfer in whole or in part the Leased Premises covered by this Lease, Landlord shall assign this Lease to its successor in title to such Leased Premises and the Lease shall continue in full force and effect. Landlord will endeavor to provide Tenant with written notice of any of the foregoing assignments, but failure to do so shall not affect the validity of the assignment. Until Tenant receives notice of any such assignment, however, Tenant shall not be in Default under this Lease if it continues to make all payments to the original Landlord before Tenant receives such notice of sale, assignment, or transfer.

**24. Entire Agreement.** This document incorporates the entire agreement of the Parties and supersedes and replaces any prior written or oral agreement of the Parties. No prior representation, stipulation, agreement, or understanding will be valid or enforceable unless incorporated herein.

**25. Survival.** All representations, indemnities and warranties set forth in this Lease, and provisions explicitly or implicitly indicated as surviving, shall survive the expiration or termination of this Lease and be fully enforceable thereafter.

**26. Severability.** If any provision of this Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

**27. Attorneys' Fees.** Should any legal action or proceeding be commenced by either Party to enforce all or any provision of this Lease, the prevailing Party shall be entitled to seek recovery of reasonable attorneys' fees and costs incurred in connection with such action.

**28. Notices.** All notices or other communications required or permitted by this Lease, including payments to Landlord, shall be in writing and shall be deemed given when personally delivered to

Landlord or Tenant, or in lieu of such personal delivery services, three (3) days after deposit in the United States mail, first class, postage prepaid, certified, or overnight courier provision addressed as follows:

**If to Landlord:**
City of Huntsville
320 Fountain Circle
Huntsville, Alabama 35801
Attn: Shane Davis & Jim McGuffey
Phone: 256-427-5300

With a Copy to:
Wilmer & Lee, P.A.
100 Washington Street, Suite 200
Huntsville, Alabama 35801
Attn: Sam Givhan or Katie Beasley
Phone: 256-533-0202

**If to Tenant:**
TAI Huntsville Solar LLC
2995 Wall Triana Highway, Suite B 2&3
Huntsville, AL 35824
Attention: John A. Maraia, VP and General Counsel

With a Copy to:
John A. Maraia, General Counsel
TAI Huntsville Solar LLC
825 Third Avenue, 10th Floor
New York, NY 10022

Maynard, Cooper & Gale, P.C.
1901 Sixth Ave. North, Suite 1700
Birmingham, AL 35203
Attention: M. Beth O'Neill

Any Party may change its address for purposes of this Section by giving written notice of such change to the other Parties in the manner provided in this paragraph.

**29. Holding Over.** No notice shall be required for the expiration of this Lease to be effective on the expiration date herein specified. Additionally, anything herein contained or implied to the contrary notwithstanding, a holding over by Tenant beyond the expiration or an earlier termination by Landlord shall give rise to a tenancy from month-to-month at a rental rate equal to 150% of the annual Operating Rent immediately prior to the expiration or termination of this Lease, paid in equal monthly installments, in advance by Tenant; provided, however, in the event of a termination or expiration, Tenant's possession shall not be deemed a month-to-month tenancy until the Reclamation Period has expired. Further, in the event Tenant continues to occupy the Leased Premises on a month-to-month holdover tenancy, it is understood that all of the provisions of this Lease shall continue to be in effect, and that either Party may, upon thirty (30) days prior written notice, terminate such month-to-month tenancy.

**30. Tenant's Covenant Against Liens.** Tenant shall keep the Leased Premises free and clear of any liens or encumbrances other than a Mortgage granted to a Mortgagee. Should a lien other than a Mortgage attach to the Leased Premises as a result of any action or non-action of Tenant, Tenant shall promptly clear such lien at Tenant's sole cost and expense. Tenant shall not encumber or enter into a Mortgage regarding Landlord's fee interest in the Leased Premises at any time. Any such action by Tenant is a Default under this Lease and, subject to the rights of any Mortgagee, grounds for termination after the expiration of any applicable notice and cure periods.

**31. Waiver.** Failure on the part of either Party to complain of any action or non-action on the part of the other Party, no matter how long the same may continue, shall never be deemed to be a waiver

by either Party of its rights hereunder. No waiver at any time of any of the provisions hereof by either Party shall be construed as a waiver of any of the other provisions hereof.

**32. Amendments to Lease.** Any amendments to this Lease must be in writing and executed by both Landlord and Tenant.

**33. Governing Law.** This Lease shall be interpreted and construed under the laws of the State of Alabama without regard to its conflict of law provisions.

**34. Interpretation**. Each Party to this Lease and its counsel have reviewed and revised this Lease. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Lease or of any amendments or exhibits to this Lease.

**35. Time of Essence.** Time is of the essence for the satisfying the obligations of Landlord and Tenant under this Lease.

**36. Requirements of Governmental Agencies.** Tenant shall obtain from all governmental agencies having jurisdiction and keep in force all necessary Permits for its use of the Leased Premises and operations thereon and furnish and keep in force all bonds required to be given by applicable law. Tenant shall comply in every respect with all federal, state, and local laws, rules, and regulations governing its use of the Leased Premises and operations thereon. Landlord shall reasonably assist and cooperate with Tenant, at no expense to Landlord, in complying with or obtaining any land use permits and approvals, building permits, environmental impact reviews, interconnection approvals, or any other permits and approvals required for the construction, installation, monitoring, replacement, relocation, maintenance, operation or removal of the Improvements, buffers and roads (collectively, "**Permits**"); provided, however, Landlord shall not be required to be an applicant or permittee on any such governmental permits or approvals unless required under applicable law. If required by applicable law, Landlord will upon request, execute, and, if appropriate, cause to be acknowledged and recorded, any map, application, document, or instrument that is reasonably requested by Tenant, in connection therewith. Without limiting the generality of the foregoing, Landlord agrees (a) if requested by Tenant to support such application by filing a letter with the appropriate governmental authority in a form reasonably satisfactory to both Parties, and (b) not to oppose any such valid, accurate application or approval at any administrative, judicial, or legislative level. During the Feasibility Period and the Term of the Lease, Tenant shall promptly notify Landlord if Tenant encounters any threatened or endangered wildlife prior to communicating the same to any governmental agencies or third-parties.

**37. Mortgagee Protection.** Tenant shall have the right, without first obtaining Landlord's consent but with written notice to Landlord, to encumber, hypothecate, mortgage or pledge (including by mortgage, deed of trust or personal property security instrument) all or any portion of Tenant's right, title, or interest under this Lease to any Mortgagee (defined below) as security for the repayment of any indebtedness and/or the performance of any Mortgage (defined below). In the event that any mortgage, deed of trust or other security interest in this Lease or in any Facilities and Improvements is entered into by Tenant or any Assignee (collectively, a "**Mortgage**"), then any person who is the mortgagee of a Mortgage (a "**Mortgagee**") shall, for so long as its Mortgage is in existence and until the lien thereof has been extinguished, be entitled to the protections set forth in this Section 37. Tenant

or any Mortgagee shall send written notice to Landlord of the name and address of any such Mortgagee, as well as any change of the name or address of any Mortgagee.

37.1 Mortgagee's Right to Possession, Right to Acquire and Right to Assign. Mortgagee shall have the absolute right: (a) to assign its security interest; (b) to enforce its lien and acquire title to the leasehold estate by any lawful means; (c) to take possession of and operate the Facilities, Improvements or any portion thereof and to perform all obligations to be performed by Tenant hereunder, or to cause a receiver to be appointed to do so; and (d) to acquire the leasehold estate by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer the leasehold estate to a third-party; provided, however, that in the event that Mortgagee wishes to exercise its rights under Section 37.1(b), (c) or (d) of this Lease, the Mortgagee, receiver, or third-party, as applicable, shall assume all obligations of Tenant under this Lease and shall fulfill the insurance obligations under Section 19 of this Lease prior to the exercise of rights under Section 37.1(b), (c) or (d) becoming effective. Landlord's consent shall not be required for the acquisition of the encumbered leasehold estate by a third-party who acquires the same by foreclosure or assignment in lieu of foreclosure.

37.2 Notice of Default; Opportunity to Cure. As a precondition to exercising any rights or remedies as a result of any alleged Default by Tenant, Landlord shall give written notice of the Default to each Mortgagee known to Landlord contemporaneously with delivery of such notice to Tenant, specifying in detail the alleged Default and the required remedy. In the event Landlord gives such a written notice of Default, the following provisions shall apply:

(a) A "**monetary default**" means failure to pay when due any Rent, taxes or other monetary obligation of Tenant under this Lease. Any other Default is a "**non-monetary default**."

(b) The Mortgagee shall have the same period as is given to Tenant after delivery of notice of Default to remedy the Default, or cause the same to be remedied, plus, in each instance, the following additional time periods: (i) thirty (30) additional days in the event of any monetary default; and (ii) sixty (60) additional days in the event of any non-monetary default; provided that such period shall be extended for a non-monetary Default by the time reasonably required to complete such cure, provided the Mortgagee acts with reasonable and continuous diligence. The Mortgagee shall have the absolute right to substitute itself for the Tenant and perform the duties of Tenant hereunder for purposes of curing such Defaults. Landlord expressly consents to such substitution, agrees to accept such performance, and, subject to resolution of any safety or environmental concerns required by this Lease that Landlord raises, authorizes the Mortgagee (or its employees, agents, representatives or contractors) to enter upon the Leased Premises to complete such performance with all the rights, privileges and obligations of the original Tenant hereunder; provided, that Mortgagee fulfills the insurance obligations under Section 19 of this Lease prior to substituting itself for Tenant or performing any duties of Tenant hereunder. Landlord shall not terminate the Lease prior to expiration of the cure periods available to a Mortgagee as set forth above.

(c) During any period of possession of the Leased Premises by a Mortgagee (or a receiver requested by such Mortgagee) and during the pendency of any foreclosure proceedings instituted by a Mortgagee, the Mortgagee shall pay or cause to be paid the Rent and all other monetary charges payable by Tenant hereunder which have accrued and are

unpaid at the commencement of said period and those which accrue thereafter during said period. Following acquisition of Tenant's leasehold estate by the Mortgagee or its assignee or designee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, the Lease shall continue in full force and effect and the Mortgagee or party acquiring title to Tenant's leasehold estate shall commence the cure of all Defaults which are susceptible to cure by the Mortgagee (i.e., those that are not solely related to the status of Tenant, for example Tenant's insolvency or bankruptcy, which status the Mortgagee cannot cure) and thereafter diligently process such cure to completion, whereupon Landlord's right to terminate this Lease based upon such Defaults shall be deemed waived.

(d) Any Mortgagee or other party who acquires Tenant's leasehold interest pursuant to foreclosure or assignment in lieu of foreclosure shall be liable to perform the obligations imposed on Tenant by this Lease so long as such Mortgagee or other party has ownership of the leasehold estate or possession of the Leased Premises.

(e) Neither the bankruptcy nor the insolvency of Tenant shall be grounds for terminating this Lease as long as all obligations of Tenant under the terms of this Lease are performed by the Mortgagee in accordance with the terms of this Lease.

(f) Nothing herein shall be construed to extend the Lease beyond the Term or to require a Mortgagee to continue foreclosure proceedings after the Default has been cured. If the Default is cured and the Mortgagee discontinues foreclosure proceedings, the Lease shall continue in full force and effect.

37.3 New Lease to Mortgagee. If this Lease terminates because the leasehold estate is foreclosed, or if the Lease is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors' rights, Landlord shall, upon written request from any Mortgagee within sixty (60) days after such event, enter into a new lease (the "**New Lease**") for the Leased Premises, on the following terms and conditions:

(a) The terms of the New Lease shall commence on the date of termination, foreclosure, rejection or disaffirmance and shall continue for the remainder of the Term, subject to the same terms and conditions set forth in this Lease, as if this Lease had not been terminated.

(b) The New Lease shall be executed within sixty(60) days after receipt by Landlord of written notice of the Mortgagee's election to enter into a New Lease, provided said Mortgagee: (i) pays to Landlord all Rent and other monetary charges payable by Tenant under the terms of the Lease up to the date of execution of the New Lease, as if the Lease had not been terminated, foreclosed, rejected or disaffirmed; (ii) performs all non-monetary obligations of Tenant under the terms of the Lease, to the extent performance is then due and susceptible of being cured and performed by the Mortgagee; and (iii) agrees in writing to perform, or cause to be performed within a reasonable period of time acceptable to Landlord, all non-monetary obligations which have not been performed by Tenant and which should have been performed under this Lease up to the date of commencement of the New Lease, except those obligations which constitute non-monetary Defaults not susceptible to cure, as described in (ii) above. Any New Lease granted to the Mortgagee shall enjoy the same priority as this Lease over any lien, encumbrances or other interest created by Landlord.

(c) At the option of the Mortgagee, the New Lease may be executed by a designee of the Mortgagee without the Mortgagee assuming the burdens and obligations of Tenant thereunder; provided, however, that such designee's net worth and financial strength or that of its parent entity must be sufficient to meet all of Tenant's obligations under this Lease, in Landlord's reasonable discretion, and any such designee who will be operating the Facilities, must have experience operating or owning, directly or indirectly, utility scale solar power generation projects (each designee meeting said qualifications, is a "**Qualified Designee**").

(d) If more than one Mortgagee makes a written request for a New Lease pursuant hereto, the New Lease shall be delivered to the Mortgagee requesting such New Lease whose Mortgage is prior in lien.

(e) The provisions of this Section 37 shall survive the termination, rejection or disaffirmance of the Lease and shall continue in full force and effect thereafter to the same extent as if this Section were a separate and independent contract made by Landlord, Tenant and such Mortgagee, and, from the date of such termination, rejection or disaffirmation of the Lease to the date of execution and delivery of such New Lease, such Mortgagee may use and enjoy said Leased Premises without hindrance by Landlord or any person claiming by, through or under Landlord, provided that all of the conditions for a New Lease as set forth herein are met. Tenant or Mortgagee shall reimburse Landlord for its reasonable attorneys' fees incurred in connection with the preparation of the New Lease.

37.4 Mortgagee's Consent to Amendment, Termination or Surrender. Notwithstanding any provision of this Lease to the contrary, the Parties agree that so long as there exists an unpaid Mortgage of which Tenant has given Landlord notice, Landlord shall not accept a surrender of the Leased Premises or any part thereof or a cancellation, termination or release of this Lease from Tenant prior to expiration of the Term without the prior written consent of the Mortgagee. Further, notwithstanding any provision of this Lease to the contrary, the Parties agree that so long as there exists an unpaid Mortgage of which Tenant has given Landlord notice, Landlord and Tenant will not modify or amend this Lease if such amendment would decrease the size of the Premises, reduce the length of the Term, or increase Tenant's financial obligations without the prior written consent of Mortgagee. This provision is for the express benefit of and shall be enforceable by such Mortgagee.

37.5 Estoppel Certificates, Etc. Landlord shall within ten (10) business days after written request therefor (but not more than one (1) time per any twelve (12) month period during the Term), execute and deliver such estoppel certificates (certifying as to such matters as Tenant, any Assignee or Mortgagee may reasonably request, including without limitation that no Default then exists under this Lease, if such be the case) and non-disturbance agreements as Tenant, any Assignee or Mortgagee may reasonably request from time to time.

37.6 Adjacent Parcel.

37.6.1 Subordination of Purchase Option. The parties acknowledge and agree that Tenant will be leasing certain additional premises adjacent to the Property as shown in Exhibit A-1 ("**Adjacent Parcel**"), from Toyota Motors Manufacturing Alabama, Inc. ("**TMMAL**"), which lease ("**Adjacent Parcel Lease**") shall be on a form substantially similar to this Lease and commence

simultaneously with this Lease, and that this Lease and the Adjacent Parcel Lease will be the subject of a leasehold Mortgage in favor of Tenant's Mortgagee. The parties further agree that TMMAL has an existing purchase option to purchase all or a portion of the Leased Premises pursuant to that certain Real Estate Purchase Option and Right of First Refusal Agreement dated October 31, 2019, a memorandum of which is recorded as File 2019-00072658 in the Official Records, by and between TMMAL and Landlord ("**Purchase Option**"). Landlord and Tenant agree, that upon the request of Mortgagee, TMMAL, Tenant and Mortgagee will enter into a commercially reasonable subordination and nondisturbance agreement ("**Subordination Agreement**") in form and substance reasonably acceptable to Mortgagee, TMMAL and Tenant, which requires TMMAL to subordinate its Purchase Option to the lien and security interest of the Mortgage but allows TMMAL to exercise its Purchase Option on the condition that the leasehold Mortgage on the Leased Premises and, subject to Section 37.6.2, this Lease shall not be disturbed and shall remain in full force and effect and TMMAL's resultant ownership of and interest in the Leased Premises shall be subordinate to the lien of the leasehold Mortgage for the Leased Premises. Landlord will consent to the same if required by the Mortgagee. The parties shall negotiate in good faith to execute the Subordination Agreement within thirty (30) days following Mortgagee's request. On TMMAL's exercise of the Purchase Option, subject to the rights of the Mortgagee set forth in the Subordination Agreement, the terms of the Adjacent Parcel Lease will become the terms of and supersede this Lease with respect to the Leased Premises. The parties will cooperate in good faith to execute and deliver any documents reasonably necessary to accomplish the foregoing.

37.6.2 Donation of Leased Premises. In order to provide economic incentives to TMMAL for the expansion of its facilities in Huntsville, Alabama, the parties acknowledge and agree that Landlord, from time to time, may donate real property to TMMAL or allow TMMAL to acquire real property by purchase or otherwise for less than the fair market value of the real property, excluding the exercise of the Purchase Option (collectively, "**Donation**" or "**Donate**"). Landlord desires to have the right, but not the obligation, to Donate the Leased Premises to TMMAL free and clear of this Lease, but without interrupting or having the effect of terminating the leasehold Mortgage thereon granted by Tenant to its Mortgagee. In order to facilitate such a Donation of the Leased Premises by Landlord to TMMAL, Landlord shall have the right to terminate this Lease after meeting the following conditions:

(a) For so long as there exists an unpaid Mortgage on the Leased Premises or any part thereof, Landlord and Tenant must receive the prior written consent of the Mortgagee for any such termination.

(b) Landlord shall provide at least thirty (30) days prior written notice to Mortgagee, TMMAL and Tenant of its decision to Donate the Leased Premises to TMMAL.

(c) Tenant and TMMAL shall execute and deliver to Mortgagee and Landlord an amendment to the Adjacent Parcel Lease and an amendment to the memorandum of the Adjacent Parcel Lease reflecting the addition of the Leased Premises to the Adjacent Parcel and subject to the Adjacent Parcel Lease (collectively, the "**TMMAL Amendments**"). The TMMAL Amendments shall be dated as of the date signed by Tenant and TMMAL but shall not be effective until immediately after the termination of this Lease. Tenant shall record the amendment to the memorandum of the Adjacent Parcel Lease in the Official Records and may record it prior to the termination of this Lease and the recordation of the termination of the memorandum of this Lease in the Official Records, so

long as the effective time is expressly stated to be after the termination of this Lease. Tenant shall provide to Landlord, TMMAL and Mortgagee a stamped, filed copy thereof.

(d) Landlord and Tenant shall execute and deliver to Mortgagee and TMMAL a termination of this Lease and the memorandum of this Lease. Tenant shall record the amendment to the Memorandum of this Lease in the Official Records and shall provide to Landlord, TMMAL and Mortgagee a stamped, filed copy thereof.

(e) Landlord, Tenant and TMMAL shall execute and deliver to Mortgagee such other instruments and documents as Mortgagee may reasonably request to ratify and affirm the priority of the Mortgage on the Leased Premises, including, without limitation, such title insurance affidavits and agreements as may be reasonably required to confirm Mortgagee's leasehold loan title insurance policy on the Leased Premises and to insure that Tenant's leasehold title is subject to the first priority lien of the Mortgage.

(f) The provisions of this Section 37.6.2 shall survive the termination of the Lease as contemplated in this Section and shall continue in full force and effect thereafter to the same extent as if this Section were a separate and independent contract made by Landlord, Tenant, TMMAL and the Mortgagee, and, from the date of such termination of the Lease to the date of execution and delivery of the TMMAL Amendments, the Tenant may use and enjoy said Leased Premises on the terms and conditions set forth in the Adjacent Parcel Lease without hindrance by TMMAL on the grounds that this Lease has been terminated.

37.7 Survival. The provisions of this Section 37 shall survive the termination of this Lease prior to the expiration of the Term and shall remain in full force and effect during the remainder of the Term.

**38. Force Majeure.** If performance of the Lease or of any obligation hereunder, except for payment obligations, is prevented or substantially restricted or interfered with by reason of an event of Force Majeure (defined below), the affected Party, upon giving notice to the other Party, shall be excused from such performance, but only to the extent of and only for the duration of such prevention, restriction, or interference; provided, however, that an event of Force Majeure shall not excuse the affected party from performing if that party fails to provide notice to the other party within ten (10) days of the first occurrence of such Force Majeure event, and provided further that an event of Force Majeure shall not extend the Term of this Lease. The affected Party shall use commercially reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder whenever such causes are removed. "**Force Majeure**" means flood, drought, earthquake, fire, tornado, lightning, severe windstorm, unforeseeable weather events, or other extreme natural occurrences and catastrophes; acts of God, casualty, or accident; war; strikes and labor disputes other than those involving the employees of the Party claiming the Force Majeure; any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency or utility; or any other act or condition beyond the reasonable control of a Party hereto.

**39. Confidentiality.** Both Parties shall use commercially reasonable efforts to maintain in confidence all information pertaining to the financial terms of or payments under this Lease. Notwithstanding the foregoing, the Parties may disclose such information to the Parties' respective lenders, attorneys, accountants and other financial advisors solely for use in connection with their representation of the Party regarding this Lease; any prospective purchaser of the Property underlying

the Leased Premises; or pursuant to lawful process, subpoena or court order requiring such disclosure; provided, that the disclosing Party in making such disclosure advises the Party receiving the information of the confidentiality of the information. It is specifically understood and agreed by Tenant that nothing in this Section or in this Lease shall in any manner restrict or limit Landlord's ability to purchase, construct, operate, lease, or sell or lease property for the operation of solar power facilities on other properties.

**40. Sale by Landlord.** Landlord reserves the right to sell the Leased Premises or the Property subject to the Lease at any time and further reserves the right to enter upon the Leased Premises at reasonable times for the purpose of showing the Leased Premises to prospective purchasers; provided, all such entries on the Leased Premises must comply with the requirements of Section 13, Inspection, herein.

**41. Tax and Renewable Energy Credits**. All benefits and incentives that result from Tenant's development and use of the Leased Premises for energy generation purposes shall accrue to the benefit of Tenant or TMMAL. For clarify, the first 50,000 RECs produced by the Facilities and any facilities of Tenant located on the Adjacent Parcel during each calendar year during the Term of this Lease shall accrue to the benefit of TMMAL pursuant to the terms of the Adjacent Parcel Lease, and all other benefits and incentives shall accrue to Tenant. Such benefits and incentives, include, without limitation, any portfolio energy credits, production tax credits, investment tax credits, rebates in lieu of portfolio energy credits, any reductions or credits in taxes and/or assessments, rebates, financing, federal, state and local grants, reductions or abatements in property or sales taxes, reductions in fees, participation in federal, state or local special programs or tax districts, and special programs of public utilities.

**42. Condemnation**. If all or part of the Leased Premises is proposed to be taken as a result of any action or proceeding in eminent domain or is proposed to be transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain (collectively, a "**Taking**"), Landlord shall provide Tenant and each Mortgagee with reasonable advance notice of any impending proceeding or meeting related to such Taking. The Lease shall terminate as to any portion of the Leased Premises so condemned or taken (except in the case of a temporary Taking after the duration of which Tenant desires to continue the Lease). Subject to any applicable law or regulation, if any, any award, or other compensation ("**Award**") payable as a consequence of such Taking shall be paid as follows:

(a) Landlord shall first be entitled to receive out of the Award for (i) Landlord's fee interest in the Leased Premises, the value of Landlord's fee interest in the Leased Premises, valued as if no Improvements were on the Leased Premises; and (ii) the leasehold interest in the Leased Premises, the value of Landlord's leasehold interest;

(b) Any Mortgagee shall next be entitled to receive out of the Award for the leasehold estate, Improvements and Facilities, any amounts required to be paid to Mortgagee as set forth in the applicable Mortgage of the leasehold estate, Improvements and Facilities and specifically allocated to the leasehold estate, Improvements or the Facilities. For further clarification, if the Award does not expressly include a specific allocation for the value of the leasehold estate then Landlord shall determine such allocation in its sole discretion, after deducting the amounts to which Landlord is entitled under Section 42(a) of this Lease;

(c) Tenant shall next be entitled to receive out of the Award for the Leased Premises, Improvements and Facilities, after deducting the amounts due to Landlord and Mortgagee under Sections 42(a) and (b) of this Lease, the value of the Improvements installed on the Leased Premises if separately valued in the Award, the reasonable costs of removing or relocating any of the Facilities and the loss of any such Facilities or the leasehold interest of Tenant or the use of the Leased Premises pursuant to this Lease; and

(d) Landlord shall be entitled to any remainder of the Award.

**43. Publicity.** Neither Party shall disclose this Lease, its contents, or the negotiations of the same to any third-party or member of the public, without the prior written consent of the other Party. Should either Party desire to issue a press release to the public or a sub-set of the public regarding this Lease, its contents, or the relationship between the Parties, the disclosing Party shall first provide the non-disclosing Party with a copy of the press release and ten (10) business days to review and provide commentary. No press release may be issued without the prior approval of the non-disclosing Party. Notwithstanding the foregoing, however, the Parties acknowledge and agree that the recording of a Memorandum of this Lease in the Official Records shall not be a violation of this Section.

**44. OFAC.** Tenant (which for this purpose includes Tenant's partners, members, managers, principal stockholders and any other constituent entities and affiliates) represents and warrants that it is not (i) the target of any sanctions program that is established by Executive Order of the President or published by the Office of Foreign Assets Control, U.S. Department of the Treasury ("OFAC"); (ii) designated by the President or OFAC pursuant to the Trading with the Enemy Act, 50 U.S.C. app. § 5; the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06; the Patriot Act, Public Law 107-56; Executive Order No. 13224 entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism" (September 24, 2001); or any executive order of the President issued pursuant to such statutes; or (iii) a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of OFAC (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including Executive Order 13224) or other governmental action. Tenant further represents and warrants that it is currently in compliance with and will at all times during the Term of this Agreement remain in compliance with the regulations of OFAC and any statute, executive order, or other governmental action relating thereto. Further, Tenant represents and warrants that Tenant's activities do not violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders promulgated thereunder. Tenant further covenants and agrees to promptly deliver to Landlord such reasonable documentation that Landlord may request in order to confirm the accuracy of the representations and warranties made in this Section.

**45. Memorandum of Lease**. Upon Tenant's request, Landlord and Tenant agree to execute a memorandum of this Lease in form and substance acceptable to Landlord and required for recording in the Official Records. Tenant shall pay all taxes and fees due upon recordation of such memorandum. On the expiration or termination of this Lease, Landlord and Tenant shall execute a termination of this Lease in form and substance required for recording in the Official Records.

**46. Multiple Counterparts; Electronic Signatures**. This Lease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. The Parties agree that this document may be executed, and the signatures transmitted to the other Party by email or similar electronic transmission. Upon transmission and receipt by

another Party, such signature shall be effective as an original. Notwithstanding the preceding sentence, the Parties agree that they will transmit original signature pages to the other Party and counsel promptly after execution, if requested.

**47.** **Counsel Acknowledgment.** The parties all acknowledge that Landlord's counsel, SAMUEL H. GIVHAN and KATHERINE AMOS BEASLEY, and the law firm of Wilmer & Lee, P.A. (collectively "**Counsel**") reviewed this Lease on behalf of and in the course of their representation of Landlord. The parties agree that, for the purposes of this transaction, that Counsel represents Landlord's interest and no other interests. All conflicts of interest, if any, due to Counsel's representation of Landlord are hereby waived.

**48.** **Contingencies**. This Lease shall be contingent upon its approval by the City Council of the City of Huntsville, Alabama.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, as of thethe date and year written below.

[SIGNATURES ON FOLLOWING PAGES]

LANDLORD:

**CITY OF HUNTSVILLE**, an Alabama municipal corporation

By:_____
Tommy Battle, Mayor

ATTEST:

By:_____ Date: _____
Kenneth Benion, Clerk-Treasurer

[*Landlord's Signature Page to the Solar Ground Lease Agreement*]

TENANT:

**TAI HUNTSVILLE SOLAR LLC,** a Delaware limited liability company

By:_____
Name: _____
Its: _____

_____

WITNESS:

Name: _____ Date: _____

[*Tenant's Signature Page to the Solar Ground Lease Agreement*]

ACKNOWLEDMENT AND CONSENT

Toyota Motors Manufacturing Alabama, Inc. ("**TMMAL**") hereby joins in the execution of this Lease for the sole purpose of acknowledging and consenting to the provisions of Section 37.6 thereof to the extent applicable to TMMAL.

**TOYOTA MOTOR MANUFACTURING, ALABAMA, INC.,** an Alabama corporation

By: _____

Name: _____

Its: _____

**Exhibit A**

**Legal Description & Map of Leased Premises**

*Attached hereto*

## Exhibit A
## (Legal Description of Leased Premises)

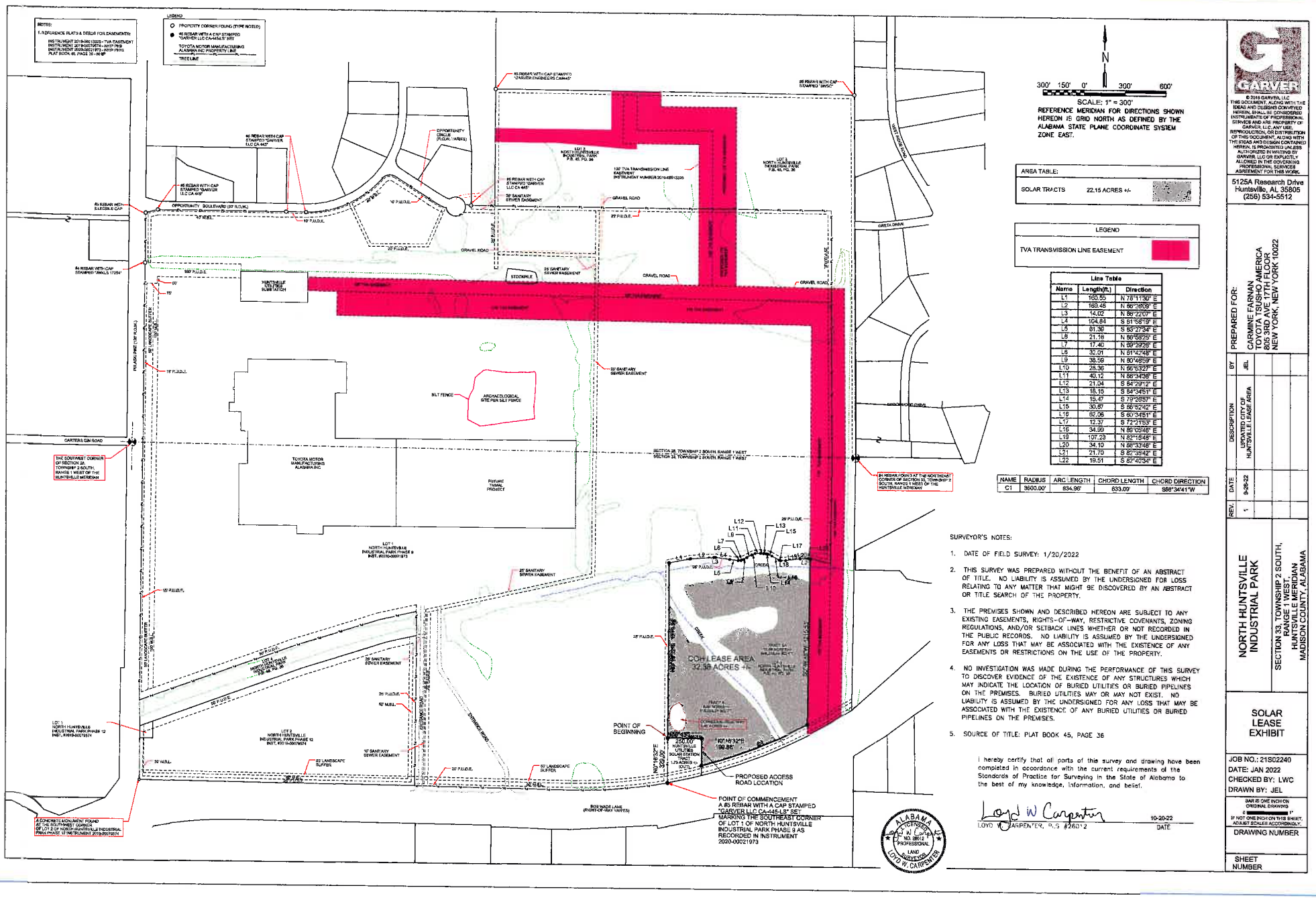
A tract of land lying and being in Section 33, Township 2 South, Range 1 West of the Huntsville Meridian, Madison County, Alabama.

Said tract being a portion of Lot 3 of North Huntsville Industrial Park as recorded in the Office of the Judge of Probate for Madison County, Alabama in Plat Book 45, Page 36 and being more particularly described as follows:

Commencing at a #5 rebar stamped "GARVER LLC CA-445-LS" (typical) set marking the southeast corner of Lot 1 of North Huntsville Industrial Park Phase 9 as recorded in the Office of the Judge of Probate for Madison County, Alabama in Plat Book 2020, Page 21973; thence along the east boundary of said Lot 1 North 0 Degrees 16 Minutes 32 Seconds East a distance of 329.00 feet to a #5 rebar set, said point being the Point of Beginning of the herein described tract; Thence North 0 Degrees 16 Minutes 32 Seconds East a distance of 1282.27 feet to a #5 rebar set; thence North 78 Degrees 11 Minutes 30 Seconds East a distance of 160.55 feet to a #5 rebar set; thence North 86 Degrees 26 Minutes 09 Seconds East a distance of 169.48 feet to a #5 rebar set; thence North 86 Degrees 22 Minutes 07 Seconds East a distance of 14.02 feet to a #5 rebar set; thence South 81 Degrees 58 Minutes 19 Seconds East a distance of 104.84 feet to a #5 rebar set; thence South 83 Degrees 27 Minutes 34 Seconds East a distance of 61.39 feet to a #5 rebar set; thence North 86 Degrees 58 Minutes 25 Seconds East a distance of 21.16 feet to a #5 rebar set; thence North 69 Degrees 29 Minutes 28 Seconds East a distance of 17.40 feet to a #5 rebar set; thence North 61 Degrees 42 Minutes 48 Seconds East a distance of 32.01 feet to a #5 rebar set; thence North 60 Degrees 46 Minutes 59 Seconds East a distance of 38.59 feet to a #5 rebar set; thence North 66 Degrees 53 Minutes 27 Seconds East a distance of 28.36 feet to a #5 rebar set; thence North 86 Degrees 34 Minutes 38 Seconds East a distance of 40.12 feet to a #5 rebar set; thence South 84 Degrees 29 Minutes 12 Seconds East a distance of 21.04 feet to a #5 rebar set; thence South 84 Degrees 34 Minutes 51 Seconds East a distance of 18.15 feet to a #5 rebar set; thence South 79 Degrees 26 Minutes 57 Seconds East a distance of 15.47 feet to a #5 rebar set; thence South 66 Degrees 52 Minutes 42 Seconds East a distance of 30.67 feet to a #5 rebar set; thence South 60 Degrees 34 Minutes 51 Seconds East a distance of 62.08 feet to a #5 rebar set; thence South 72 Degrees 21 Minutes 53 Seconds East a distance of 12.37 feet to a #5 rebar set; thence North 89 Degrees 05 Minutes 46 Seconds East a distance of 34.99 feet to a #5 rebar set; thence North 82 Degrees 15 Minutes 48 Seconds East a distance of 107.23 feet to a #5 rebar set; thence North 86 Degrees 33 Minutes 48 Seconds East a distance of 34.10 feet to a #5 rebar set; thence South 82 Degrees 35 Minutes 42 Seconds East a distance of 21.70 feet to a #5 rebar set; thence South 82 Degrees 40 Minutes 34 Seconds East a distance of 19.51 feet to a #5 rebar set on the west boundary of a 175 foot TVA Easement as recorded in said Plat Book 2020, Page 21973; thence leaving said east boundary and along said west boundary of easement South 0 Degrees 46 Minutes 46 Seconds West a distance of 1215.53 feet to a #5 rebar set on the north boundary of a 50 foot Landscape Buffer as recorded in Plat Book 45, Page 36 in the Office of the Judge of Probate for Madison County, Alabama and a curve to the right, having a radius of 3600.00 feet, the chord of which is South 68 Degrees 34 Minutes 41 Seconds West for a distance of 833.09 feet; thence leaving said easement and along the arc of said curve and buffer 834.96 feet to a #5 rebar set on the east boundary of a Huntsville Utilities Solar Station tract; thence leaving said buffer and along said east boundary North 0 Degrees 16 Minutes 32 Seconds East a distance of 199.96 feet to a #5 rebar set marking the northeast corner of said solar station tract; thence leaving said east boundary and along the north boundary of said solar station tract North 89 Degrees 43 Minutes 28 Seconds West a distance of 250.00 feet to the POINT OF BEGINNING.

The above described tract contains 32.38 acres (1410319.72 sq. ft.), more or less.

**Exhibit A**
**(Map of Leased Premises)**




| Line Table | | |
|---|---|---|
| Name | Length(ft.) | Direction |
| L1 | 160.55 | N 78°11'30" E |
| L2 | 160.48 | N 86°36'09" E |
| L3 | 14.02 | N 80°22'07" E |
| L4 | 104.84 | S 81°58'15" E |
| L5 | 61.36 | S 83°27'34" E |
| L6 | 21.16 | N 80°58'25" E |
| L7 | 17.40 | N 69°29'26" E |
| L8 | 32.01 | N 51°42'48" E |
| L9 | 38.59 | N 80°46'59" E |
| L10 | 28.96 | N 86°53'27" E |
| L11 | 40.12 | N 88°34'58" E |
| L12 | 21.04 | S 84°29'12" E |
| L13 | 18.16 | S 84°34'51" E |
| L14 | 19.47 | S 73°26'57" E |
| L15 | 30.67 | S 86°52'42" E |
| L16 | 82.06 | S 80°34'51" E |
| L17 | 12.37 | S 72°21'53" E |
| L18 | 34.99 | N 86°05'46" E |
| L19 | 107.23 | N 83°15'49" E |
| L20 | 34.10 | N 89°33'48" E |
| L21 | 21.70 | S 82°39'42" E |
| L22 | 19.51 | S 87°40'34" E |

| NAME | RADIUS | ARC LENGTH | CHORD LENGTH | CHORD DIRECTION |
|---|---|---|---|---|
| C1 | 3600.00' | 834.96' | 833.09' | S88°34'41"W |

SURVEYOR'S NOTES:

1. DATE OF FIELD SURVEY: 1/20/2022
2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. NO LIABILITY IS ASSUMED BY THE UNDERSIGNED FOR LOSS RELATING TO ANY MATTER THAT MIGHT BE DISCOVERED BY AN ABSTRACT OR TITLE SEARCH OF THE PROPERTY.
3. THE PREMISES SHOWN AND DESCRIBED HEREON ARE SUBJECT TO ANY EXISTING EASEMENTS, RIGHTS-OF-WAY, RESTRICTIVE COVENANTS, ZONING REGULATIONS, AND/OR SETBACK LINES WHETHER OR NOT RECORDED IN THE PUBLIC RECORDS. NO LIABILITY IS ASSUMED BY THE UNDERSIGNED FOR ANY LOSS THAT MAY BE ASSOCIATED WITH THE EXISTENCE OF ANY EASEMENTS OR RESTRICTIONS ON THE USE OF THE PROPERTY.
4. NO INVESTIGATION WAS MADE DURING THE PERFORMANCE OF THIS SURVEY TO DISCOVER EVIDENCE OF THE EXISTENCE OF ANY STRUCTURES WHICH MAY INDICATE THE LOCATION OF BURIED UTILITIES OR BURIED PIPELINES ON THE PREMISES. BURIED UTILITIES MAY OR MAY NOT EXIST. NO LIABILITY IS ASSUMED BY THE UNDERSIGNED FOR ANY LOSS THAT MAY BE ASSOCIATED WITH THE EXISTENCE OF ANY BURIED UTILITIES OR BURIED PIPELINES ON THE PREMISES.
5. SOURCE OF TITLE: PLAT BOOK 45, PAGE 38

I hereby certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.

Loyd W Carpenter
LOYD W. CARPENTER, PLS #26012 — 10-20-22 DATE

ALABAMA LICENSED LAND SURVEYOR NO. 26012 PROFESSIONAL LOYD W. CARPENTER

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5125A Research Drive
Huntsville, AL 35805
(256) 534-5512

PREPARED FOR:
CARMINE FARNAN
TOYOTA TSUSHO AMERICA
805 3RD AVE 17TH FLOOR
NEW YORK, NEW YORK 10022

| REV. | DATE | DESCRIPTION | BY |
|---|---|---|---|
| 1 | 9-26-22 | UPDATED CITY OF HUNTSVILLE LEASE AREA | JEL |

NORTH HUNTSVILLE INDUSTRIAL PARK

SECTION 33, TOWNSHIP 2 SOUTH, RANGE 1 WEST, HUNTSVILLE MERIDIAN MADISON COUNTY, ALABAMA

SOLAR LEASE EXHIBIT

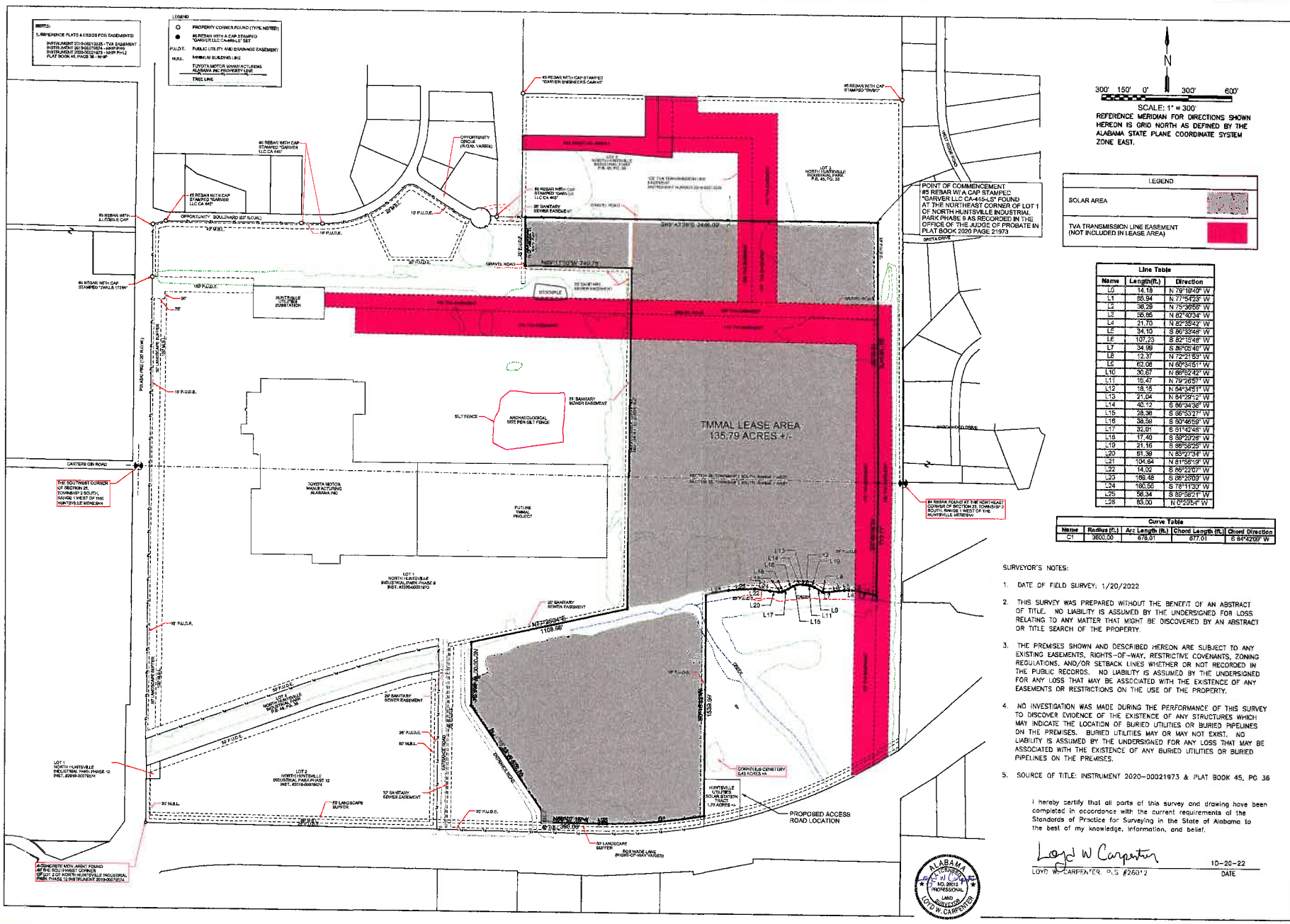
JOB NO.: 21S02240
DATE: JAN 2022
CHECKED BY: LWC
DRAWN BY: JEL

BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

DRAWING NUMBER

SHEET NUMBER

**Exhibit A-1**
**(Map of Adjacent Parcel)**




| Line Table | | |
|---|---|---|
| Name | Length(ft.) | Direction |
| L0 | 14.18 | N 79°18'49" W |
| L1 | 55.94 | N 77°54'23" W |
| L2 | 36.29 | N 75°36'55" W |
| L3 | 56.85 | N 82°40'34" W |
| L4 | 21.70 | N 82°38'42" W |
| L5 | 34.10 | S 86°33'48" W |
| L6 | 107.23 | S 82°15'48" W |
| L7 | 34.98 | S 88°26'46" W |
| L8 | 12.37 | N 72°21'53" W |
| L9 | 62.08 | N 60°34'51" W |
| L10 | 30.67 | N 86°62'42" W |
| L11 | 15.47 | N 79°26'57" W |
| L12 | 18.15 | N 84°34'51" W |
| L13 | 21.04 | N 84°29'12" W |
| L14 | 40.12 | S 86°34'36" W |
| L15 | 28.36 | S 86°53'27" W |
| L16 | 38.56 | S 82°46'59" W |
| L17 | 32.01 | S 81°42'46" W |
| L18 | 17.40 | S 88°29'26" W |
| L19 | 21.16 | S 86°56'25" W |
| L20 | 61.39 | N 83°27'34" W |
| L21 | 104.84 | N 81°56'19" W |
| L22 | 14.02 | S 86°22'07" W |
| L23 | 169.48 | S 86°26'09" W |
| L24 | 160.55 | S 78°11'30" W |
| L25 | 56.34 | S 85°56'21" W |
| L26 | 65.00 | N 0°29'54" W |

| Curve Table | | | | |
|---|---|---|---|---|
| Name | Radius (ft.) | Arc Length (ft.) | Chord Length (ft.) | Chord Direction |
| C1 | 3600.00 | 678.01 | 677.01 | S 84°42'06" W |

SURVEYOR'S NOTES:

1. DATE OF FIELD SURVEY: 1/20/2022
2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. NO LIABILITY IS ASSUMED BY THE UNDERSIGNED FOR LOSS RELATING TO ANY MATTER THAT MIGHT BE DISCOVERED BY AN ABSTRACT OR TITLE SEARCH OF THE PROPERTY.
3. THE PREMISES SHOWN AND DESCRIBED HEREON ARE SUBJECT TO ANY EXISTING EASEMENTS, RIGHTS-OF-WAY, RESTRICTIVE COVENANTS, ZONING REGULATIONS, AND/OR SETBACK LINES WHETHER OR NOT RECORDED IN THE PUBLIC RECORDS. NO LIABILITY IS ASSUMED BY THE UNDERSIGNED FOR ANY LOSS THAT MAY BE ASSOCIATED WITH THE EXISTENCE OF ANY EASEMENTS OR RESTRICTIONS ON THE USE OF THE PROPERTY.
4. NO INVESTIGATION WAS MADE DURING THE PERFORMANCE OF THIS SURVEY TO DISCOVER EVIDENCE OF THE EXISTENCE OF ANY STRUCTURES WHICH MAY INDICATE THE LOCATION OF BURIED UTILITIES OR BURIED PIPELINES ON THE PREMISES. BURIED UTILITIES MAY OR MAY NOT EXIST. NO LIABILITY IS ASSUMED BY THE UNDERSIGNED FOR ANY LOSS THAT MAY BE ASSOCIATED WITH THE EXISTENCE OF ANY BURIED UTILITIES OR BURIED PIPELINES ON THE PREMISES.
5. SOURCE OF TITLE: INSTRUMENT 2020-00021973 & PLAT BOOK 45, PG 36

I hereby certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.

Loyd W Carpenter — 10-20-22

LOYD W. CARPENTER, P.L.S. #26012 — DATE

ALABAMA LICENSED LAND SURVEYOR NO. 26012 PROFESSIONAL LOYD W. CARPENTER

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Huntsville, AL 35805
(256) 534-5512

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PREPARED FOR:
CARMINE FARNAN
TOYOTA TSUSHO AMERICA
805 3RD AVE 17TH FLOOR
NEW YORK, NEW YORK 10022

| REV. | DATE | DESCRIPTION | BY |
|---|---|---|---|
| 1 | 1/24/22 | ADDED RIGHT-OF-WAY AREAS IN RED PER CLIENTS REQUEST | JEL |
| 2 | 2/28/22 | TRACT 8 OUT PER CLIENTS REQUEST | JEL |
| 3 | 3/18/22 | REVISED RIGHT-OF-WAY PER CLIENTS REQUEST | JEL |
| 4 | 3/23/22 | REVISED TRACTS 2, 2A, 2B, 3 & 4 PER CLIENTS REQUEST | JEL |
| 5 | 5/13/22 | REVISED TRACT 2B ADDED TVA EASEMENT | JEL |

NORTH HUNTSVILLE INDUSTRIAL PARK PHASES 9 & 12

SECTIONS 28 & 33, TOWNSHIP 2 SOUTH, RANGE 1 WEST, HUNTSVILLE MERIDIAN MADISON COUNTY, ALABAMA

SOLAR LEASE EXHIBIT

JOB NO.: 21S02240
DATE: JAN 2022
CHECKED BY: LWC
DRAWN BY: JEL

BAR IS ONE INCH ON ORIGINAL DRAWING
0" 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

DRAWING NUMBER

SHEET NUMBER

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** 2022-1118

**Department:** General Services

**Subject:** **Type of Action:** Approval/Action

Resolution authorizing the Mayor to execute Change Order No. 1 to the agreement between the City of Huntsville and Consolidated Construction Company for construction services for the Sandra Moon Community Center Phase 2.

Resolution No.

**Does this item need to be published?** **Yes**

If yes, please list preferred date(s) of publication: December 15, 2022

**Finance Information:**

**Account Number:** 4013-14-00000-523023-PHASE002

**City Cost Amount:** $11,837.80

**Total Cost:** $4,384,837.80

**Special Circumstances:**

**Grant Funded:** N/A

**Grant Title - CFDA or granting Agency:** N/A

**Resolution #:** N/A

**Location:** **(list below)**

**Address:** 7901 Bailey Cove Road
**District:** District 1 ☐ District 2 ☐ District 3 ☒ District 4 ☐ District 5 ☐

**Additional Comments:**
Change order to include removal and dispose of ovens, wash tables, sinks, dish washing machine and removal of cmu above two hallway doors.

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** TMP-2382

**Department:** General Services

**Subject:** **Type of Action:** Approval/Action

Resolution authorizing the Mayor to execute Change Order No. 1 to the agreement between the City of Huntsville and Consolidated Construction Company for construction services for the Sandra Moon Community Center Phase 2.

Resolution No.

**Does this item need to be published?** **Yes**

If yes, please list preferred date(s) of publication: December 15, 2022

**Finance Information:**

**Account Number:** 4013-14-00000-523023-PHASE002

**City Cost Amount:** $11,837.80

**Total Cost:** $4,384,837.80

**Special Circumstances:**

**Grant Funded:** N/A

**Grant Title - CFDA or granting Agency:** N/A

**Resolution #:** N/A

**Location:** **(list below)**

**Address:** 7901 Bailey Cove Road
**District:** District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

**Additional Comments:**
Change order to include removal and dispose of ovens, wash tables, sinks, dish washing machine and removal of cmu above two hallway doors.

**RESOLUTION NO. 2022-**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, and the Mayor that the contract with Consolidated Construction Company for the Construction Services for the Sandra Moon Community Center Phase 2, Huntsville, Alabama, approved and executed by the City of Huntsville, Huntsville, Alabama on the 10th day of February 2022, be and the same is hereby amended as is reflected on Change Order Number 1 attached hereto.

**BE IT FURTHER RESOLVED** that the total contract amount be hereby is amended from – Four Million Three Hundred Seventy Three Thousand Dollars No/100s ($4,373,000.00) on behalf of the City of Huntsville, a municipal corporation in the State of Alabama to Four Million Three Hundred Eighty Four Thousand Eight Hundred Thirty Seven Dollars and 80/100s ($4,384,837.80), including this Change Order Number 1 in the amount Eleven Thousand Eight Hundred Thirty Seven Dollars and 80/100s ($11,837.80), said Change Order is substantially in word and figures as attached hereto and identified as "Change Order Number 1 to the contract between City of Huntsville and Consolidated Construction Company for the Sandra Moon Community Center Phase 2 consisting of five pages (5) together with the signature of the City Council President and 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 15th day of December, 2022.

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

**APPROVED** this the 15th day of December, 2022.

_____
Mayor of the City of Huntsville, Alabama

# "EXHIBIT B"

**CITY OF HUNTSVILLE, ALABAMA**

## CONTRACT CHANGE ORDER

**CHANGE ORDER NO. 1**

DATE: 11/07/2022
PROJECT: Sandra Moon Phase 2
TO: Consolidated Construction Company

**TERMS:** You are hereby authorized, subject to the provisions of your contract for this project, to make the following changes thereto in accordance with the attached Change Order Request and supporting documents and to

**FURNISH** the necessary labor, materials, and equipment to CMR 1R1, remove and dispose of ovens, wash tables, sinks and dish washing machine. Removing built in shelving in closets. $9,940.30; CMR 2R2, to remove CMU above two hallway doors (not shown on plans). $1,897.50.

| TOTAL ADDITION TO CONTRACT PRICE | |
|---|---|
| For this Change $11,837.80 | $ 11,837.80 |
| ORIGINAL CONTRACT PRICE | $4,373,000.00 |
| Net total previous Change Orders | $ 0.00 |
| Previous revised Contract Price | $4,373,000.00 |
| This Change Order No. 1 ADD | $ 11,837.80 |
| Revised Contract Price this date | $4,384,837.80 |

Extension of time resulting from this Change Order 0 DAYS

The amount of this Change Order will be the responsibility of City of Huntsville.

This contract modification constitutes full and mutual accord and satisfaction for all time and all cost related to this change. By acceptance of this Contract Modification, the Contractor hereby agrees that the modification represents an equitable adjustment to the Contract, and further, agrees to waive all right to file any father claims or changes arising out of or as a result of this change, or the accumulation of executed Contract Modifications on this Contract.

The Contractor and Owner(s) hereby agree to the terms of this Change Order as contained herein.

**CONSENT OF SURETY**

Fidelity and Deposit Company of Maryland
(Company)

By _____
(Authorized Representative)

**RECOMMENDED**

By _____
(Design Engineer or Architect)

By _____
(COH Facilities Project Manager)

By _____
(Director of General Services)

**CONTRACTING PARTIES**

Consolidated Construction Company
(Contractor)

By _____
(Authorized Representative)

**CITY OF HUNTSVILLE, ALABAMA**

By _____
(Its Mayor)

By _____
(President of City Council)

Date _____

**ZURICH AMERICAN INSURANCE COMPANY**
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**
**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Bruce S. DENSON, Sharon E. GRIFFITH, Grantland RICE, III, Gregg A. TATUM and Thomas J. BOLE, all of Birmingham, Alabama, EACH,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 4th day of February, A.D. 2020.

**ATTEST:**
**ZURICH AMERICAN INSURANCE COMPANY**
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

*By: Robert D. Murray*
*Vice President*

*By: Dawn E. Brown*
*Secretary*

**State of Maryland**
**County of Baltimore**

On this 4th day of February, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

## CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 7th day of November, 2022.




Brian M Hodges

By: Brian M. Hodges
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

# "EXHIBIT A"

**UPDATED 10/07/2015**

## CONTRACT MODIFICATION REQUEST

**DATE:** 7/15/2022 **CMR NUMBER:** CMR 1R1

**PROJECT:** SANDRA MOON COMMUNITY CENTER PHASE II

**OWNER:** CITY OF HUNTSVILLE

**ARCHITECT:** KPS GROUP

**CONTRACTOR:** CONSOLIDATED CONSTRUCTION COMPANY

**DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):**

REMOVE AND DISPOSE OF OVENS, WASH TABLES AND SINKS, AND DISH WASHING MACHINE. REI

1. **TOTAL COST** (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $9,940.30
2. **TIME EXTENSION IN CALENDAR DAYS** (ATTACH JUSTIFICATION): 0
   - ☐ THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT
3. **SUBMITTED BY:**
   - A. CONTRACTOR — TANNER MAYFIELD
   - B. ARCHITECT — KRISTINE HARDING

*****BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE*****

4. **INITIATED BY:** CONTRACTOR
5. **OWNER'S CLASSIFICATION:**

CONTRACT MODIFICATION DUE TO:

- ____ VALUE ENGINEERING OR COST REDUCTION
- ____ CHANGES IN PROJECT SCOPE OF WORK
- ____ OWNER REQUESTED UPGRADE
- ____ UNFORESEEN CONDITIONS
- X TECHNICAL COORDINATION

6. **THIS CHANGE IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS ONE OF THE FOLLOWING TYPES:**

- ____ MINOR CHANGE OF A MONETARY VALUE AND NOT REQUIRED FOR COMPETITIVE BIDDING.
- X CHANGES TO THE ORIGINAL CONTRACT NECESSITATED BY UNFORESEEABLE CIRCUMSTANCES ARISING DURING THE COURSE OF THE WORK.
- ____ EMERGENCIES ARISING DURING THE COURSE OF THE WORK.
- ____ CHANGE FOR ALTERNATES PROVIDED FOR IN THE ORIGINAL BIDDING WHERE THERE IS NO DIFFERENCE IN PRICE OF THE CHANGE FROM THE ORIGINAL BEST BID ON THE ALTERNATE.
- ____ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND DOES NOT EXCEED 10% OF THE CONTRACT PRICE.
- ____ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND EXCEEDS 10% OF THE CONTRACT PRICE AND CONSTITUTES EXTRAORDINARY CIRCUMSTANCES.

7. **I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:**

- A. CoH ESTIMATOR
- B. CoH PROJECT MANAGER
- C. DEPARTMENT HEAD (CUSTOMER)
- D. CoH FACILITIES PROJ MANAGER
- E. DEPARTMENT HEAD (GS)

*****THIS EXECUTED FORM DOES NOT CONSTITUTE A CHANGE ORDER. THIS DOCUMENT IS AN ACKNOWLEDGEMENT BY THESE DESIGNATED REPRESENTATIVES THAT THEY RECOMMEND TO THE CITY OF HUNTSVILLE'S CITY COUNCIL TO APPROVE THE CHANGE IN CONTRACT SUM, SCOPE AND OR TIME STATED HEREIN. THE CITY OF HUNTSVILLE'S CITY COUNCIL MUST APPROVE ALL CHANGE ORDERS.*****

# "EXHIBIT A"

**UPDATED 10/07/2015**

## CONTRACT MODIFICATION REQUEST

**DATE:** 7/6/2022 **CMR NUMBER:** CMR 2R2

**PROJECT:** SANDRA MOON COMMUNITY CENTER PHASE II

**OWNER:** CITY OF HUNTSVILLE

**ARCHITECT:** KPS GROUP

**CONTRACTOR:** CONSOLIDATED CONSTRUCTION COMPANY

**DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):**

REMOVE CMU ABOVE 2 HALLWAY DOORS (NOT SHOWN ON PLANS)

1. **TOTAL COST** (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $1,897.50
2. **TIME EXTENSION IN CALENDAR DAYS** (ATTACH JUSTIFICATION): 0
   - ☐ THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT
3. **SUBMITTED BY:**
   - A. CONTRACTOR — Tanner Mayfield
   - B. ARCHITECT — Kristine Harding

*****BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE*****

4. **INITIATED BY:** CITY OF HUNTSVILLE
5. **OWNER'S CLASSIFICATION:**

CONTRACT MODIFICATION DUE TO:

- ____ VALUE ENGINEERING OR COST REDUCTION
- ____ CHANGES IN PROJECT SCOPE OF WORK
- ____ OWNER REQUESTED UPGRADE
- ____ UNFORESEEN CONDITIONS
- X TECHNICAL COORDINATION

6. **THIS CHANGE IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS ONE OF THE FOLLOWING TYPES:**

- ____ MINOR CHANGE OF A MONETARY VALUE AND NOT REQUIRED FOR COMPETITIVE BIDDING.
- X CHANGES TO THE ORIGINAL CONTRACT NECESSITATED BY UNFORESEEABLE CIRCUMSTANCES ARISING DURING THE COURSE OF THE WORK.
- ____ EMERGENCIES ARISING DURING THE COURSE OF THE WORK.
- ____ CHANGE FOR ALTERNATES PROVIDED FOR IN THE ORIGINAL BIDDING WHERE THERE IS NO DIFFERENCE IN PRICE OF THE CHANGE FROM THE ORIGINAL BEST BID ON THE ALTERNATE.
- ____ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND DOES NOT EXCEED 10% OF THE CONTRACT PRICE.
- ____ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND EXCEEDS 10% OF THE CONTRACT PRICE AND CONSTITUTES EXTRAORDINARY CIRCUMSTANCES.

7. **I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:**

- A. CoH ESTIMATOR — Diana L. Cook
- B. CoH PROJECT MANAGER
- C. DEPARTMENT HEAD (CUSTOMER)
- D. CoH FACILITIES PROJ MANAGER
- E. DEPARTMENT HEAD (GS) — Rob Ewilk

*****THIS EXECUTED FORM DOES NOT CONSTITUTE A CHANGE ORDER. THIS DOCUMENT IS AN ACKNOWLEDGEMENT BY THESE DESIGNATED REPRESENTATIVES THAT THEY RECOMMEND TO THE CITY OF HUNTSVILLE'S CITY COUNCIL TO APPROVE THE CHANGE IN CONTRACT SUM, SCOPE AND OR TIME STATED HEREIN. THE CITY OF HUNTSVILLE'S CITY COUNCIL MUST APPROVE ALL CHANGE ORDERS.*****

**RESOLUTION NO. 2022-**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, and the Mayor that the contract with Consolidated Construction Company for the Construction Services for the Sandra Moon Community Center Phase 2, Huntsville, Alabama, approved and executed by the City of Huntsville, Huntsville, Alabama on the 10th day of February 2022, be and the same is hereby amended as is reflected on Change Order Number 1 attached hereto.

**BE IT FURTHER RESOLVED** that the total contract amount be hereby is amended from – Four Million Three Hundred Seventy Three Thousand Dollars No/100s ($4,373,000.00) on behalf of the City of Huntsville, a municipal corporation in the State of Alabama to Four Million Three Hundred Eighty Four Thousand Eight Hundred Thirty Seven Dollars and 80/100s ($4,384,837.80), including this Change Order Number 1 in the amount Eleven Thousand Eight Hundred Thirty Seven Dollars and 80/100s ($11,837.80), said Change Order is substantially in word and figures as attached hereto and identified as "Change Order Number 1 to the contract between City of Huntsville and Consolidated Construction Company for the Sandra Moon Community Center Phase 2 consisting of five pages (5) together with the signature of the City Council President and 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 15th day of December, 2022.

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

**APPROVED** this the 15th day of December, 2022.

_____
Mayor of the City of Huntsville, Alabama

# "EXHIBIT B"

**CITY OF HUNTSVILLE, ALABAMA**

## CONTRACT CHANGE ORDER

**CHANGE ORDER NO. 1**

DATE: 11/07/2022
PROJECT: Sandra Moon Phase 2
TO: Consolidated Construction Company

**TERMS:** You are hereby authorized, subject to the provisions of your contract for this project, to make the following changes thereto in accordance with the attached Change Order Request and supporting documents and to

**FURNISH** the necessary labor, materials, and equipment to CMR 1R1, remove and dispose of ovens, wash tables, sinks and dish washing machine. Removing built in shelving in closets. $9,940.30; CMR 2R2, to remove CMU above two hallway doors (not shown on plans). $1,897.50.

| TOTAL ADDITION TO CONTRACT PRICE | |
|---|---|
| For this Change $11,837.80 | $ 11,837.80 |
| ORIGINAL CONTRACT PRICE | $4,373,000.00 |
| Net total previous Change Orders | $ 0.00 |
| Previous revised Contract Price | $4,373,000.00 |
| This Change Order No. 1 ADD | $ 11,837.80 |
| Revised Contract Price this date | $4,384,837.80 |

Extension of time resulting from this Change Order 0 DAYS

The amount of this Change Order will be the responsibility of City of Huntsville.

This contract modification constitutes full and mutual accord and satisfaction for all time and all cost related to this change. By acceptance of this Contract Modification, the Contractor hereby agrees that the modification represents an equitable adjustment to the Contract, and further, agrees to waive all right to file any father claims or changes arising out of or as a result of this change, or the accumulation of executed Contract Modifications on this Contract.

The Contractor and Owner(s) hereby agree to the terms of this Change Order as contained herein.

**CONSENT OF SURETY**

Fidelity and Deposit Company of Maryland
(Company)

By _____
(Authorized Representative)

**RECOMMENDED**

By _____
(Design Engineer or Architect)

By _____
(COH Facilities Project Manager)

By _____
(Director of General Services)

**CONTRACTING PARTIES**

Consolidated Construction Company
(Contractor)

By _____
(Authorized Representative)

**CITY OF HUNTSVILLE, ALABAMA**

By _____
(Its Mayor)

By _____
(President of City Council)

Date _____

**ZURICH AMERICAN INSURANCE COMPANY**
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**
**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Bruce S. DENSON, Sharon E. GRIFFITH, Grantland RICE, III, Gregg A. TATUM and Thomas J. BOLE, all of Birmingham, Alabama, EACH,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 4th day of February, A.D. 2020.

**ATTEST:**
**ZURICH AMERICAN INSURANCE COMPANY**
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

*By: Robert D. Murray*
*Vice President*

*By: Dawn E. Brown*
*Secretary*

**State of Maryland**
**County of Baltimore**

On this 4th day of February, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

## CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 7th day of November, 2022.




Brian M Hodges

By: Brian M. Hodges
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

# "EXHIBIT A"

**UPDATED 10/07/2015**

## CONTRACT MODIFICATION REQUEST

**DATE:** 7/15/2022 **CMR NUMBER:** CMR 1R1

**PROJECT:** SANDRA MOON COMMUNITY CENTER PHASE II

**OWNER:** CITY OF HUNTSVILLE

**ARCHITECT:** KPS GROUP

**CONTRACTOR:** CONSOLIDATED CONSTRUCTION COMPANY

**DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):**

REMOVE AND DISPOSE OF OVENS, WASH TABLES AND SINKS, AND DISH WASHING MACHINE. REI

1. **TOTAL COST** (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $9,940.30
2. **TIME EXTENSION IN CALENDAR DAYS** (ATTACH JUSTIFICATION): 0
   - ☐ THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT
3. **SUBMITTED BY:**
   - A. CONTRACTOR — TANNER MAYFIELD
   - B. ARCHITECT — KRISTINE HARDING

*****BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE*****

4. **INITIATED BY:** CONTRACTOR
5. **OWNER'S CLASSIFICATION:**

   CONTRACT MODIFICATION DUE TO:
   - ____ VALUE ENGINEERING OR COST REDUCTION
   - ____ CHANGES IN PROJECT SCOPE OF WORK
   - ____ OWNER REQUESTED UPGRADE
   - ____ UNFORESEEN CONDITIONS
   - X TECHNICAL COORDINATION

6. **THIS CHANGE IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS ONE OF THE FOLLOWING TYPES:**
   - ____ MINOR CHANGE OF A MONETARY VALUE AND NOT REQUIRED FOR COMPETITIVE BIDDING.
   - X CHANGES TO THE ORIGINAL CONTRACT NECESSITATED BY UNFORESEEABLE CIRCUMSTANCES ARISING DURING THE COURSE OF THE WORK.
   - ____ EMERGENCIES ARISING DURING THE COURSE OF THE WORK.
   - ____ CHANGE FOR ALTERNATES PROVIDED FOR IN THE ORIGINAL BIDDING WHERE THERE IS NO DIFFERENCE IN PRICE OF THE CHANGE FROM THE ORIGINAL BEST BID ON THE ALTERNATE.
   - ____ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND DOES NOT EXCEED 10% OF THE CONTRACT PRICE.
   - ____ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND EXCEEDS 10% OF THE CONTRACT PRICE AND CONSTITUTES EXTRAORDINARY CIRCUMSTANCES.
7. **I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:**
   - A. CoH ESTIMATOR
   - B. CoH PROJECT MANAGER
   - C. DEPARTMENT HEAD (CUSTOMER)
   - D. CoH FACILITIES PROJ MANAGER
   - E. DEPARTMENT HEAD (GS)

*****THIS EXECUTED FORM DOES NOT CONSTITUTE A CHANGE ORDER. THIS DOCUMENT IS AN ACKNOWLEDGEMENT BY THESE DESIGNATED REPRESENTATIVES THAT THEY RECOMMEND TO THE CITY OF HUNTSVILLE'S CITY COUNCIL TO APPROVE THE CHANGE IN CONTRACT SUM, SCOPE AND OR TIME STATED HEREIN. THE CITY OF HUNTSVILLE'S CITY COUNCIL MUST APPROVE ALL CHANGE ORDERS.*****

# "EXHIBIT A"

**UPDATED 10/07/2015**

## CONTRACT MODIFICATION REQUEST

**DATE:** 7/6/2022 **CMR NUMBER:** CMR 2R2

**PROJECT:** SANDRA MOON COMMUNITY CENTER PHASE II

**OWNER:** CITY OF HUNTSVILLE

**ARCHITECT:** KPS GROUP

**CONTRACTOR:** CONSOLIDATED CONSTRUCTION COMPANY

**DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):**

REMOVE CMU ABOVE 2 HALLWAY DOORS (NOT SHOWN ON PLANS)

1. **TOTAL COST** (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $1,897.50
2. **TIME EXTENSION IN CALENDAR DAYS** (ATTACH JUSTIFICATION): 0
   - ☐ THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT
3. **SUBMITTED BY:**
   - A. CONTRACTOR — Tanner Mayfield
   - B. ARCHITECT — Kristine Harding

*****BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE*****

4. **INITIATED BY:** CITY OF HUNTSVILLE
5. **OWNER'S CLASSIFICATION:**

CONTRACT MODIFICATION DUE TO:

- ____ VALUE ENGINEERING OR COST REDUCTION
- ____ CHANGES IN PROJECT SCOPE OF WORK
- ____ OWNER REQUESTED UPGRADE
- ____ UNFORESEEN CONDITIONS
- X TECHNICAL COORDINATION

6. **THIS CHANGE IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS ONE OF THE FOLLOWING TYPES:**

- ____ MINOR CHANGE OF A MONETARY VALUE AND NOT REQUIRED FOR COMPETITIVE BIDDING.
- X CHANGES TO THE ORIGINAL CONTRACT NECESSITATED BY UNFORESEEABLE CIRCUMSTANCES ARISING DURING THE COURSE OF THE WORK.
- ____ EMERGENCIES ARISING DURING THE COURSE OF THE WORK.
- ____ CHANGE FOR ALTERNATES PROVIDED FOR IN THE ORIGINAL BIDDING WHERE THERE IS NO DIFFERENCE IN PRICE OF THE CHANGE FROM THE ORIGINAL BEST BID ON THE ALTERNATE.
- ____ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND DOES NOT EXCEED 10% OF THE CONTRACT PRICE.
- ____ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND EXCEEDS 10% OF THE CONTRACT PRICE AND CONSTITUTES EXTRAORDINARY CIRCUMSTANCES.

7. **I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:**

- A. CoH ESTIMATOR — Diana L. Cook
- B. CoH PROJECT MANAGER
- C. DEPARTMENT HEAD (CUSTOMER)
- D. CoH FACILITIES PROJ MANAGER
- E. DEPARTMENT HEAD (GS) — Rob Ewilk

*****THIS EXECUTED FORM DOES NOT CONSTITUTE A CHANGE ORDER. THIS DOCUMENT IS AN ACKNOWLEDGEMENT BY THESE DESIGNATED REPRESENTATIVES THAT THEY RECOMMEND TO THE CITY OF HUNTSVILLE'S CITY COUNCIL TO APPROVE THE CHANGE IN CONTRACT SUM, SCOPE AND OR TIME STATED HEREIN. THE CITY OF HUNTSVILLE'S CITY COUNCIL MUST APPROVE ALL CHANGE ORDERS.*****

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** 2022-1119

**Department:** General Services

**Subject:** **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Schoel Engineering Company, Inc. for engineering services Don Mincher Drive entrance and Streetscape.

Resolution No.

**Does this item need to be published?** **Yes**

If yes, please list preferred date(s) of publication: December 15, 2022

**Finance Information:**

**Account Number:** 3020-14-00000-521003-00000000

**City Cost Amount:** $84,995.00

**Total Cost:** $84,995.00

**Special Circumstances:**

**Grant Funded:** N/A

**Grant Title - CFDA or granting Agency:** N/A

**Resolution #:** N/A

**Location:** **(list below)**

**Address:** Don Mincher Drive
**District:** District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☒

**Additional Comments:**
Engineering consulting services to include surveying services, civil engineering and landscape architecture services for Don Mincher Drive entrance and Streetscape.

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** TMP-2387

**Department:** General Services

**Subject:** **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Schoel Engineering Company, Inc. for engineering services Don Mincher Drive entrance and Streetscape.

Resolution No.

**Does this item need to be published?** **Yes**

If yes, please list preferred date(s) of publication: December 15, 2022

**Finance Information:**

**Account Number:** 3020-14-00000-521003-00000000

**City Cost Amount:** $84,995.00

**Total Cost:** $84,995.00

**Special Circumstances:**

**Grant Funded:** N/A

**Grant Title - CFDA or granting Agency:** N/A

**Resolution #:** N/A

**Location:** **(list below)**

**Address:** Don Mincher Drive
**District:** District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☒

**Additional Comments:**
Engineering consulting services to include surveying services, civil engineering and landscape architecture services for Don Mincher Drive entrance and Streetscape

**RESOLUTION NO. 22-_____**

**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 Standard Agreement between the City of Huntsville and Schoel Engineering Company, Inc. for engineering services for the Don Mincher Drive entrance and Streetscape, Huntsville, Alabama in the amount of Eighty Three Thousand Nine Hundred Ninety Five Dollars and NO/100s ($83,995.00) including not to exceed One Thousand Dollars and NO/100s ($1,000.00) reimbursables for a total contract price of Eight Four Thousand Nine Hundred Ninety Five Dollars and NO/100s ($84,995.00) 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 the certain document attached hereto and identified as "Standard Agreement between the City of Huntsville and Schoel Engineering Company Inc. consisting of a total of twenty-one (21) pages together with the signature of the City Council President and 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 15th day of December, 2022.

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

**APPROVED** this the 15th day of December, 2022.

_____
Mayor of the City of Huntsville, Alabama

# STANDARD AGREEMENT
# BETWEEN
# CITY OF HUNTSVILLE
# AND
# SCHOEL ENGINEERING COMPANY, INC.

~~~~~~~~~~

This Agreement is made by and between the City of Huntsville, Alabama, a Municipal Corporation by:

**City of Huntsville**
**308 Fountain Circle**
**Huntsville, Alabama 35801**

(hereinafter referred to as the "Owner") and:

**Schoel Engineering Co. Inc.**
**7500 Memorial Parkway**
**Suite 209**
**Huntsville, Alabama 35802**

(hereinafter referred to as the "Engineer") under seal for services described below to be rendered for the following Project:

Project Title: Don Mincher Drive Entrance and Streetscape
General Project Description: Engineering consulting services to include surveying services, civil engineering and landsape architecture services for Don Mincher Drive entrance and streetscape

This Agreement shall be effective on the date it is executed by the last party to execute it. The Owner and the Engineer hereby agree as follows:

Date: _____

President of the City Council: _____
~~~~~~~~~~

# ARTICLE I
# THE ENGINEER'S BASIC DUTIES TO THE OWNER

**1.1** By executing this Agreement, the Engineer represents to the Owner that the Engineer is professional qualified to act as the Engineer for the project and is licensed to practice Engineering by all public entities having jurisdiction over the Engineer and the Project. The Engineer further represents to the Owner that the Engineer will maintain all necessary licenses, permits or other authorizations necessary to act as Engineer for the Project until Engineer's remaining duties hereunder have been satisfied. The Engineer assumes full responsibility to the Owner for the negligent acts, errors and omissions of its consultants or others employed or retained by the Engineer in connection with the Project.

1.2 Execution of this Agreement by the Engineer constitutes a representation that the Engineer has become familiar with the Project site and the local conditions under which the Project is to be implemented.

**1.3 PERIOD OF PERFORMANCE**

**1.3.1** The Architect shall commence services pursuant to this agreement as of **December 15, 2022**. The final completion date for the completion of the Project shall be approximately **December 15, 2024.**

**1.4 SCHEMATIC DESIGN**

1.4.1 The Engineer shall review and examine the information, including any desired schedule and budgetary requirements, furnished by the Owner to understand the requirements of the Project and shall review the understanding of such requirement with the Owner.

1.4.2 The Engineer shall furnish to the Owner a preliminary written evaluation of such information in light of any Project budget requirements.

1.4.3 The Engineer shall review and discuss with the Owner any alternative approaches to design and construction of the Project.

1.4.4 The Engineer shall prepare and submit to the Owner for review schematic design documents consisting of drawings and other documents illustrating the scale and relationship of proposed Project components.

1.4.5 The Engineer shall submit to the owner an estimate of probable construction costs based upon current area, volume, other unit costs or other information.

1.4.6 The Engineer shall submit provide services to examine or investigate existing conditions or to make measured drawings, or to verify the accuracy of drawings or other information provided by the Owner for the renovation project.
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**1.5 DESIGN DEVELOPMENT**

1.5.1 Based on the schematic design documents and any adjustments authorized by the Owner in its program, desired schedule or Project budget, the Engineer shall prepare and submit to the Owner for review, design development documents consisting of drawings and other documents to fix and describe the size and character of the project as to Engineering, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

1.5.2 The Engineer shall review its estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the Owner.

**1.6 CONSTRUCTION DOCUMENTS, BIDDING & NEGOTIATIONS**

**1.6.1 Construction Documents**

1.6.1.1 Upon the Owner's authorization, the Engineer shall prepare Construction Documents consisting of drawings and specifications setting forth in detail the requirements for construction of the Project. Such Construction Documents shall be reasonably accurate, coordinated and adequate for the construction and shall be in conformity and comply with applicable laws, codes and regulations. Products specified for use shall be readily available unless written authorization

to the contrary is given by the Owner.

1.6.1.2 The Engineer shall review its most recent estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the Owner.

**1.6.2 Bidding & Negotiating**

1.6.2.1 The Engineer will work with the construction Projects Management Department to develop and provide the following information for review and approval to the City of Huntsville Procurement Services Division for concurrence. The preparation of the Advertisement for Bids will serve as the official notice to proceed with the bidding process.

A. Name and Address of Project

B. Name of Engineering Firm and Engineer and Construction Manager when applicable.

C. Date Contract Documents and Plans to be released, where to pick them up, cost per set, and if applicable will any sets be refunded partially or in full.

D. Proposed date, time, and location for Pre-bid Conference and Bid Opening.

E. Schedule and placement of advertising.

F. The proposed bidding documents including specifications and a complete set of plans for review for compliance with applicable policies and laws.

1.6.2.2 The Engineer shall provide Construction Projects Management Division two complete sets of specifications and drawings.

1.6.2.3 The Engineer will conduct any required Pre-Bid Conference. The Engineer will be responsible for the preparation and distribution of any required addenda.

1.6.2.4 The Engineer will participate in the public bid opening. Representatives from Construction Projects Management Division and Procurement Services shall be in attendance at the bid opening as well as all negotiations following the bid opening. The results of any such negotiation shall become a part of the contract document.

**1.7 ADMINISTRATION OF CONSTRUCTION**

1.7.1 The Engineer shall provide administration of the Construction Contract as set forth below and shall perform those duties and discharge those responsibilities set forth herein.

1.7.2 The Engineer shall represent the Owner during construction. Instructions and other appropriate communications from the Owner to the contractor shall be communicated through the Engineer. The Engineer shall act on behalf of the Owner only to the extent provided herein.

1.7.3 Upon receipt, the Engineer shall carefully review and examine the Contractor's Schedule of Values, together with any supporting documentation or data which the Owner or the Engineer may require from the Contractor. The purpose of such review and examination will be to protect the Owner from an unbalanced Schedule of Values which allocates greater value to certain elements of the Work than is indicated by such supporting documentation or data or, than is reasonable under the circumstances. If the Schedule of Values is not found to be appropriate, or if the supporting documentation or data is deemed to be inadequate, and unless the Owner directs the Engineer to the contrary in writing, the Schedule of Values shall be returned to the Contractor for revision or supporting documentation or data. After making such examination, if the Schedule of Values is found to be appropriate as submitted, or if necessary, as revised, the Engineer shall sign the Schedule of Values thereby indicating the Engineer's informed belief that the schedule of Values constitutes a reasonable, balanced basis for payment of the Contract Price to the Contractor. The Engineer shall not sign such Schedule of Values in the absence of such belief unless directed to do so, in writing, by the Owner.

1.7.4 The Engineer shall carefully examine the Work of the Contractor whenever and wherever appropriate. The purpose of such examinations will be to determine the quality, quantity and progress of the Work in comparison with the

requirements of the Construction Contract. In making such examinations, the Engineer shall exercise care to protect the Owner from defects or deficiencies in the Work, from unexcused delays in the schedule and from overpayment to the Construction Contract. Following each such examination the Engineer shall submit a written field observation report of such examination, together with any appropriate comments or recommendations, to the Owner.

1.7.5 The Engineer shall at all times have access to the Work wherever it is located. The Engineer shall not have control or charge of construction means, methods, techniques, sequences or procedures, or safety precautions or programs in connection with the Work.

1.7.6 The Engineer shall determine amounts owed to the Contractor based upon examinations of the Work as required in Subparagraph 1.7.4, evaluations of the Contractor's rate of progress in light of the remaining Contract Time and upon evaluations of the Contractor's Request for Payment, and shall approve, modify or deny the request for payment and report to the Owner within ten (10) days of receipt of the request from the contractor.

1.7.7 The approval of a Request for Payment shall constitute a representation by the Engineer to the Owner that the Engineer has made an examination of the Work as provided in Subparagraph 1.7.4 and, that the Work has progressed to the level indicated, that the quality of the Work meets or exceeds the requirements of the Construction Contract, and that, the Contractor is entitled to payment of the amount certified.

1.7.8 The Engineer shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Engineer shall render written graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

1.7.9 The Engineer's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of the Construction Contract.

1.7.10 The Engineer shall reject Work which does not conform to the Contract Documents unless directed by the Owner, in writing, not to do so. Whenever, in the Engineer's opinion, it is necessary or advisable, the Engineer shall require special examination or testing of the Work in accordance with the provisions of the Construction Contract whether or not such Work is fabricated, installed or completed.

1.7.11 The Engineer shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples. Approval by the Engineer of the Contractor's submittal shall constitute the Engineer's representation to the Owner that such submittal is generally in conformance with the design concept and information given through the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay to the Contractor or the Project. Owner should receive a copy of all approved shop drawings, product data, samples, etc.

1.7.12 The Engineer shall review, and advise the Owner concerning, proposals and requests for Change Orders from the Contractor. The Engineer shall prepare Change Orders for the Owner's approval and execution in accordance with the Construction Contract, and shall have authority to order, by Field Order, minor changes in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time.

1.7.13 When the Contractor believes that the Work is substantially complete, the Contractor shall submit to the Engineer a list of items to be completed or corrected. When the Engineer, on the basis of an inspection, determines that the Work is in fact substantially complete, it will prepare a Certificate of substantial Completion which shall establish the date of substantial Completion, shall state the responsibilities of the Owner and the Contractor for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Guarantees required by the Contract shall commence on the date of Substantial Completion of the Work. The Certificate of Substantial Completion shall be submitted to the owner and the Contractor for their written acceptance of the responsibilities assigned to them in such certificate. Upon Substantial Completion of the Work, and execution by both the Owner and the Contractor of the Certificate of Substantial Completion, the Owner shall pay the Contractor an amount sufficient to increase total payments to the Contractor to one hundred percent (100%) of the Contract Price less three hundred percent (300%) of the reasonable costs as determined by the Owner and the Engineer for completing all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling all unsettled claims.

1.7.14 When all of the Work is finally complete and the Contractor is ready for a final inspection, it shall notify the

Owner and the Engineer thereof in writing. Thereupon, the Engineer will make final inspection of the Work and, if the Work is complete in full accordance with the Construction Contract and the Construction Contract has been fully performed, the Engineer will promptly issue a final Certificate for Payment certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to the Construction Contract. If the Engineer is unable to issue its final Certificate of Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection (s) which cost may be deducted by the Owner from the Contractor's final payment.

1.7.15 The Engineer shall, without additional compensation, promptly correct any errors, omissions, deficiencies or conflicts in the Engineers work product.

1.7.16 The Engineer shall indemnify and hold harmless the Owner, its officers, agents, and employees, from and against all liability, claims, damages, loss, costs and expenses arising out of, or resulting from, Engineer's negligent acts, errors, or omissions in the performance of the Engineer's professional services under this agreement. In the event the Owner is alleged to be liable on account of alleged negligent acts, errors or omissions of the Engineer, the Engineer shall defend such allegations and shall bear all costs, fees and expenses of such defense.

**1.8 ADDITIONAL SERVICES**

The following services of the Engineer are not included in Paragraphs 1.3 through 1.6. Nevertheless, the Engineer shall provide such services if authorized in writing by the Owner, and they shall be paid for by the Owner as provided hereinafter.

1.8.1 Making revision in drawings, specifications or other documents when such revisions are inconsistent with written direction by the Owner previously given, are required by the enactment of revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated, or are due to other causes not within the control or responsibility of the Engineer, either in whole or in part.

1.8.2 Preparing drawings, specifications and supporting data in connection with Change Orders, provided that such Change Orders are issued by the Owner due to causes not within the control or responsibility of the Engineer, either in whole or in part.

1.8.4 Providing additional services for repair or replacement of Work damaged by fire or other cause during construction provided that such services are required by causes not the responsibility of the Engineer, either in whole or in part.

1.8.5 Providing services made necessary solely by the default of the Contractor or major defects or deficiencies in the Work of the Contractor.

**1.9 SERVICE SCHEDULE**

1.9.1 The Engineer shall perform its services expeditiously. Upon request by the Owner, the Engineer shall submit for the Owner's approval a schedule for the performance for the Engineer's services which shall include allowance for time required for the Owner's review of submissions and for approvals of authorities having jurisdiction over the Project. This schedule, when approved by the Owner, shall not, except for cause, be exceeded by the Engineer.

**1.10 PERSONNEL**

1.10.1 The Engineer shall assign only qualified personnel to perform any service concerning the project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those functions indicated:

| NAME | FUNCTION |
|---|---|
| **Jerry M. Cargile, PE** | **Principal** |

So long as the individuals named above remain actively employed or retained by the Engineer, they shall perform the

functions indicated next to their names. Newly hired employees by the Engineer after the execution of this contract shall be declared to the Owner in writing and classed in a manner similar to existing employees, and subject to all of the terms of this Agreement.

1.10.2 The Owner shall designate representatives who are authorized to make all decisions except for change orders on the Owner's behalf when requested to do so by the Engineer. The following designated Owner representative(s) are authorized to make such decisions and shall be available on any on-call basis and shall be called in the order listed herein:

| **Name** | **Work TelephoneCell Telephone** |
|---|---|
| **Jeremy Millich** | **256-427-5236** |

The Owner shall furnish a revised listing to the Engineer when any changes affecting this list.

# ARTICLE II
# THE OWNER'S BASIC DUTIES TO THE ENGINEER OTHER THAN COMPENSATION

**2.1** The Owner shall provide the Engineer with adequate information regarding the Owner's requirements for the Project including any desired or required design or construction schedule, or both, and any budgetary requirements.

**2.2** The Owner shall review any documents submitted by the Engineer requiring the Owner's decision and shall render any required decision pertaining thereto.

**2.3** The Owner shall furnish a legal description and any necessary survey of the site, including as may be reasonably required, grades and lines of streets, alleys, pavements and adjoining structures, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining the existing buildings and other improvements; and information concerning available service utility lines above and below grade, including inverts and depths.

**2.4** The Owner shall furnish the services of Geotechnical and other consultants when such services are necessary and are requested by the Engineer.

**2.5** The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.

**2.6** If the Owner becomes aware of any fault or defect in the Project, nonconformance with the Construction Contract, or of any errors, omissions or inconsistencies in the drawings or specifications, prompt notice thereof shall be given by the Owner to the Engineer.

**2.7** The Owner shall perform those duties set forth in Paragraphs 2.1 through 2.6 as expeditiously as may reasonably be necessary for the orderly progress of the Engineer's services and of the Work.

**2.8** The Owner's review of any documents prepared by the Engineer or its consultants shall be solely for the purpose of determining whether such documents are generally consistent with the Owner's construction program and intent. No review of such documents shall relieve the Engineer of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

# ARTICLE III
# CONSTRUCTION COSTS

**3.1** If a fixed limitation on the cost of Construction is exceeded by the lowest bona fide bid or negotiated proposal, the Owner may (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or renegotiating of the

Project, (3) terminate the Project and this Agreement in accordance herewith, or (4) cooperate in revising the Project scope or quality, or both, as required to reduce the construction costs. In the case of (4) the Engineer, without additional charge to the Owner, shall consult with the Owner and shall revise and modify the drawings and specifications as necessary to achieve compliance with the fixed limitations on construction cost. Absent clear and convincing negligence on the part of the Engineer in making its estimates of probable construction cost, providing such modifications and revisions shall be the limit of the Engineer's responsibility arising from the establishment of such fixed limitation of construction costs, and having done so, the Engineer shall be entitled to compensation for all other services performed, in accordance with the Agreement.

# ARTICLE IV
# BASIS OF COMPENSATION

**4.1** The Owner shall compensate the Engineer for services rendered pursuant to Paragraphs 1.3 through 1.6 of this Agreement by payment of the not- to- exceed amount **Eight Three Thousand Nine Hundred Ninety Five Dollars and NO/100s ($83,995.00)** with a reimbursable amount of **One Thousand Dollars and No/100s ($1,000.00)**. This includes the cost of addenda related to the bidding of this project.

**4.2** Payment to the Engineer of the sum set forth in Paragraph 4.1 shall be allocated as follows:

| | |
|---|---|
| Schematic Design: | 10% |
| Design Development: | 10% |
| Construction Documents: | 45% |
| Bidding: | 5% |
| Construction Administration: | 30% |

Additional services of the Engineer as described in Paragraph 1.8, if any, shall be compensated as follows: Compensation for such services shall be computed on an hourly basis in accordance with Exhibit "A" attached herewith. Additional Services of consultants, if any, shall be compensated on the basis of multiple of one point two (1.2) times the amounts billed to the Engineer for such service.

**4.4** Reimbursable Expenses as defined in Article V, shall be reimbursed to the Engineer by the Owner as provided in Article V.

**4.5** If the Engineer's services are changed materially through no fault of the Engineer, compensation due to the Engineer shall be equitably adjusted, either upward or downward.

# ARTICLE V
# PAYMENT TO THE ENGINEER

**5.1 ENGINEER'S INVOICES**

5.1.1 Not more frequently than monthly, unless otherwise agreed in writing by the Engineer and the Owner, the Engineer shall submit an invoice to the Owner requesting payment for services properly rendered and reimbursement for Reimbursable Expenses due hereunder. The Engineer's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if services under Paragraphs 1.7 or 4.5 are included in the invoice and the person(s) rendering such service. The Engineer's invoice shall be accompanied by such documentation or data in support of Reimbursable Expenses for which reimbursement is sought as the Owner may require.

5.1.2 If payment is requested for services rendered by the Engineer pursuant to Paragraphs 1.3 through 1.6, the invoice shall additionally reflect the allocations as provided in Paragraph 4.2 and shall state the percentage of completion as to each such allocation. The invoice shall bear the signature of the Engineer, which signature shall constitute the Engineer's representation to the Owner that the services indicated in the invoice have progressed to the level indicated,

have been properly and timely performed as required herein that the Reimbursable Expenses included in the invoice have been reasonably incurred, that all obligations of the Engineer covered by prior invoices have been paid in full, and that, to the best of the Engineer's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the Engineer the payment of any portion thereof should be withheld. Submission of the Engineer's invoice for final payment and reimbursement shall further constitute the Engineer's representation to the Owner that, upon receipt from the Owner of the amount invoiced, all obligations of the Engineer to others, including its consultants, incurred in connection with the Project, will be paid in full.

**5.2 TIME FOR PAYMENT**

5.2.1 The Owner shall make payment to the Engineer of all sums properly invoiced as provided in Paragraph 5.1, within thirty (30) days of the Owner's receipt thereof.

**5.3 OWNER'S RIGHT TO WITHHOLD PAYMENT**

5.3.1 In the event the Owner becomes credibly informed that any representations of the Engineer, provided pursuant to Subparagraph 5.1.2, are wholly or partially inaccurate, the Owner may withhold payment of sums then or in the future otherwise due to the Engineer until the inaccuracy, and the cause thereof, is corrected to the Owner's reasonable satisfaction.

**5.4 REIMBURSABLE EXPENSES**

5.4.1 Reasonable expenses for the project will only include expenses for ADEM Permit and Monitoring for the duration of the project and anything related to the ADEM process.

**5.5 ENGINEER'S RECORDS**

5.5.1 Documentation accurately reflecting the time expended by the Engineer and his personnel and records of Reimbursable Expenses shall be maintained by the Engineer and shall be available to the Owner for review and copying upon request.

# ARTICLE VI
# TERMINATION

**6.1 TERMINATION FOR CAUSE**

6.1.1 This Agreement may be terminated by either party upon seven (7) days written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination.

**6.2 TERMINATION BY THE OWNER WITHOUT CAUSE**

6.2.1 This Agreement may be terminated by the Owner without cause upon seven (7) days' written notice to the Engineer. In the event of such a termination without cause, the Engineer shall be compensated for all services performed prior to termination, together with Reimbursable Expenses incurred. In such event, the Engineer shall promptly submit to the Owner its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 5.1.

# ARTICLE VII
# MISCELLANEOUS PROVISIONS

**7.1 GOVERNING LAW**

7.1.1 This Agreement shall be governed by the law of the State of Alabama.

## 7.2 INTENT AND INTERPRETATION

7.2.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to product the intended result shall be provided by the Engineer.

7.2.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

7.2.3 When a word, term or phrase is used in this Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the Engineering industry; and third, if there is no generally accepted meaning in the Engineering industry, according to its common and customary usage.

7.2.4 The words "include", "includes", or "including", as used in this Contract, shall be deemed to be followed by the phrase, "without limitation".

7.2.5 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

7.2.6 Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

## 7.3 TIME IS OF THE ESSENCE

7.3.1 Time limitations contained herein, or provided for hereby, are of the essence of this Agreement.

## 7.4 USE AND OWNERSHIP OF DOCUMENTS

7.4.1 The drawings, specifications and other documents or things prepared by the Engineer for the Project shall become and be the sole property of the Owner. The Engineer shall be permitted to retain copies thereof for its records and for its future professional endeavors. Such drawings, specifications and other documents or things are not intended by the Engineer for use on other projects by the Owner or others. Any reuse by the Owner without the written approval of the Engineer, shall be at the sole risk of the Owner and the Owner shall indemnify and save harmless the Engineer from any and all liability, costs, claims, damages, losses and expenses including attorney's fees arising out of, or resulting from, such reuse by the Owner; provided however, that this agreement to indemnify and save harmless shall not apply to any reuse of documents retained by, or through, the Contractor.

## 7.5 SUCCESSORS AND ASSIGNS

7.5.1 The Engineer shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the Owner. Subject to the provisions of the immediately preceding sentence, the Owner and the Engineer, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

## 7.6 NO THIRD-PARTY BENEFICIARIES

7.6.1 Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

## 7.7 INSURANCE

The Engineer shall carry insurance of the following kinds and amounts in addition to any other forms of insurance or bonds required under the terms of the contract specifications. The Engineer shall procure and maintain for the duration of the job until final acceptance by the Owner, or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Engineer, his agents, representatives, employees or subcontractors.

**A. MINIMUM SCOPE OF INSURANCE:**

**1. General Liability:**

Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after the Owner's approval. General Liability Coverage and Owners Contractors Protective Insurance should be written by the same insurance company.

**Commercial General Liability**

Products and Completed Operations
Contractual
Personal Injury
Explosion, Collapse and Underground
Broad Form Property Damage

**2. Professional Liability:**

Insurance may be written on a "claims-made" basis, providing coverage for negligent acts, errors or omissions in the performance of professional services. Coverage will be maintained for three years after completion of the professional services and Certificates of Insurance will be submitted to the Owner within reasonable economic terms. Coverage shall be no less comprehensive than that which is carried by at least 25% of the registered Engineers or Engineering Firms contracting in the United States. Such coverage shall be carried on a continuous basis including prior acts coverage to cover the subject project. The professional liability insurance shall contain contractual liability coverage.

**3. Automobile Liability:**

Business Automobile Liability providing coverage for all owned, hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms.

**4. Workers' Compensation Insurance:**

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations.

**5. Employers Liability Insurance:**

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

**B. MINIMUM LIMITS OF INSURANCE:**

**1. General Liability:**

Commercial General Liability on an "occurrence form" for bodily injury and property damage:

$ 2,000,000 General Aggregate Limit
$ 2,000,000 Products - Completed Operations Aggregate
$ 2,000,000 Personal & Advertising Injury
$ 2,000,000 Each Occurrence

**2. Professional Liability:**

Insurance may be made on a "claims-made" basis:

$ 100,000 Per Claim - Land Surveyors
$ 250,000 Per Claim - Other Professionals

**3. Automobile Liability:**

$ 500,000 Combined Single Limit per accident for bodily injury and property damage.

**4. Workers' Compensation:**

As Required by the State of Alabama Statute

**5. Employers Liability:**

$ 100,000 Bodily Injury by Accident or Disease
$ 500,000 Policy Limit by Disease

**C. OTHER INSURANCE PROVISIONS:**

The Owner is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the Owner's best interest. If the insurance requirements are not adjusted by the Owner prior to the Owner's release of specifications with regard to the project in question, then the minimum limits shall apply.

The policies are to contain, or be endorsed to contain, the following provisions:

**1. General Liability and Automobile Liability Coverages Only:**

a. The Owner, its agents and their officers, employees, representatives and specified volunteers are to be covered as Additional Insured's, as their interests may appear, as respects: liability arising out of activities performed by or on behalf of the contractor and sub-contractor, if any, for products used by and completed operations of the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its agents and their officers, employees, representatives or specified volunteers. Waiver of subrogation shall be included. Additional insured status shall be through ISO Additional Endorsement CG 20 10 11 85 or equivalent that is sufficient to provide the coverage required by this Agreement.

b. The Engineers insurance coverage shall be primary insurance as respects the Owner, its agents and their officers, employees, representatives, and specified volunteers, as their interests may appear. Any insurance or self-insurance maintained by the Owner, its agents and their officers, officials, employees, representatives or specified volunteers shall be excess of the Contractor's insurance and shall not contribute to it.

c. The Engineers insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**All Coverages:**

The Engineer is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Owner. Cancellation of coverage for non-payment of premium will require ten (10) days written notice to the Owner.

**D. ACCEPTABILITY OF INSURERS:**

Insurance is to be placed with insurers with an A. M. Best's rating of no less than A-V.

**E. VERIFICATION OF COVERAGE:**

The Owner shall be indicated as a Certificate Holder and the Engineer shall furnish the Owner with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the Owner before work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time.

**F. CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE ENGINEER:**

The Engineer shall include all subcontractors and/or consultants as insureds under its policies or shall furnish separate certificates and/or endorsements for each subcontractor and/or consultant.

**G. HOLD HARMLESS AGREEMENT:**

**1. Other Than Professional Liability Exposures:**

The Engineer, to the fullest extent permitted by law, shall indemnify and hold harmless the Owner, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and (2) is caused by any negligent act or omission of the Engineer or any of their consultants, or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

**2. Professional Liability:**

The Engineer shall indemnify and hold harmless the Owner, its officers, agents, employees, and specified volunteers from and against any and all claims, demands, losses and expenses including, but not limited to attorney's fees, liability, or consequential damages of any kind or nature resulting from any negligent acts, errors, or omissions of the Engineer or any subconsultants employed by them or anyone employed by them or anyone for whose acts they are legally liable in the performance of the professional services under this agreement.

# ARTICLE VIII
# OTHER CONDITIONS OR SERVICES

8.1 N/A

**8.2 ENTIRE AGREEMENT**

8.2.1 This Agreement represents the entire agreement between the Owner and the Engineer and supersedes all prior communications, negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both Owner and Engineer.

**ENGINEER**

**SEAL**

**Jerry Cargile**
**By:**

**(SIGNATURE)**

**Jerry Cargile**
**Schoel Engineering**
**7500 Memorial Parkway; Suite 209**
**Huntsville, AL 35802**

**(DATE OF EXECUTION)**

**OWNER**

**SEAL**

**Tommy Battle**
**By:**

**(SIGNATURE)**

**Tommy Battle, Mayor**
**City of Huntsville**
**308 Fountain Circle**
**Huntsville, AL 35801**

**(DATE OF EXECUTION)**

**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.**

November 4, 2022

City of Huntsville Projects Office
2411 9th Avenue
Huntsville, Alabama 35805

Attn: Chris O'Neil

Project Reference: Don Mincher Drive Entrance and Streetscape

Dear Mr. O'Neil:

We appreciate the opportunity to offer this proposal for Consulting Services for the proposed Don Mincher Drive Entrance and Streetscape in Huntsville, Alabama.

We recognize that you have a choice in selecting your consultants and thank you for considering Schoel. Schoel places a strong emphasis on collaboration and interdisciplinary design. We are enthusiastic about the opportunity to work with your development and design teams.

Enclosed you will find our proposal. Please contact us with any questions or if further discussion is needed.

We appreciate the opportunity to work with you.

Sincerely,

SCHOEL ENGINEERING CO., INC.

Jerry M. Cargile, PE | LEED AP
Principal | Huntsville Market Lead

Established 1888
SCHOEL ENGINEERING COMPANY, INC.
7500 Memorial Pkwy. SW, Ste. 209 | Huntsville, AL 35802
P 256-539-1221 | F 256-539-1220 | schoel.com

# Agreement for Consulting Services

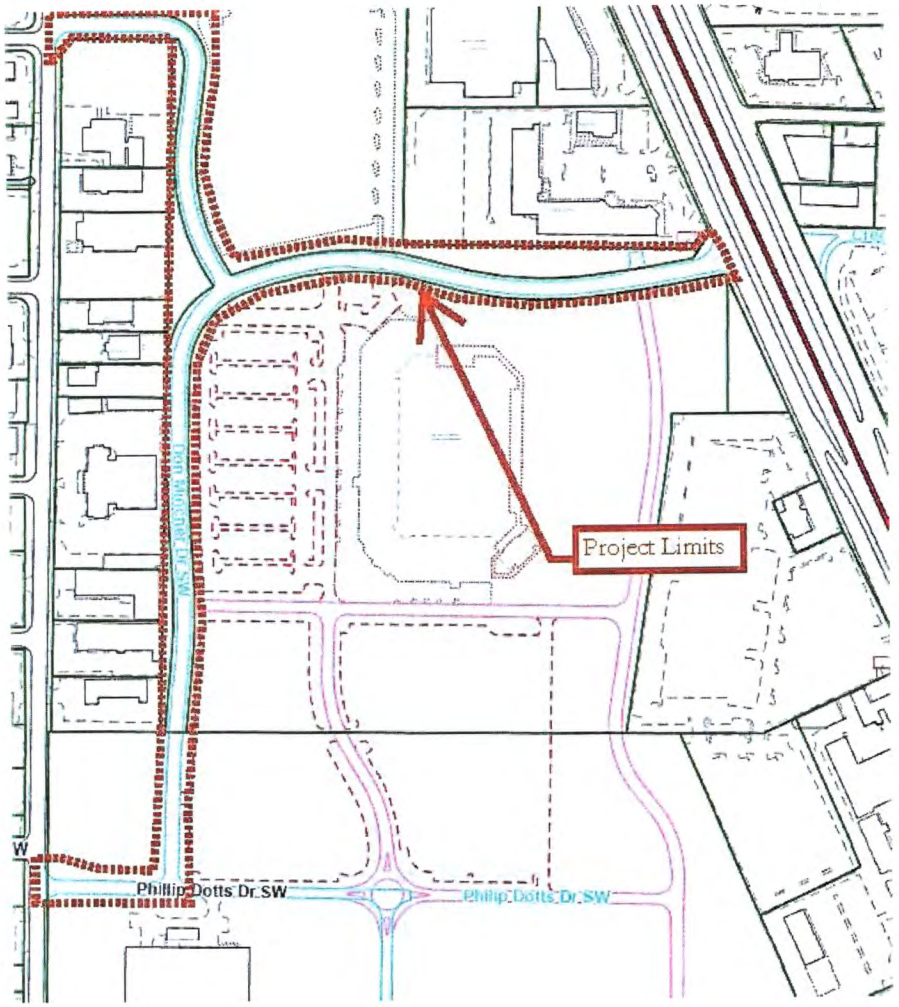
## Don Mincher Drive Entrance and Streetscape

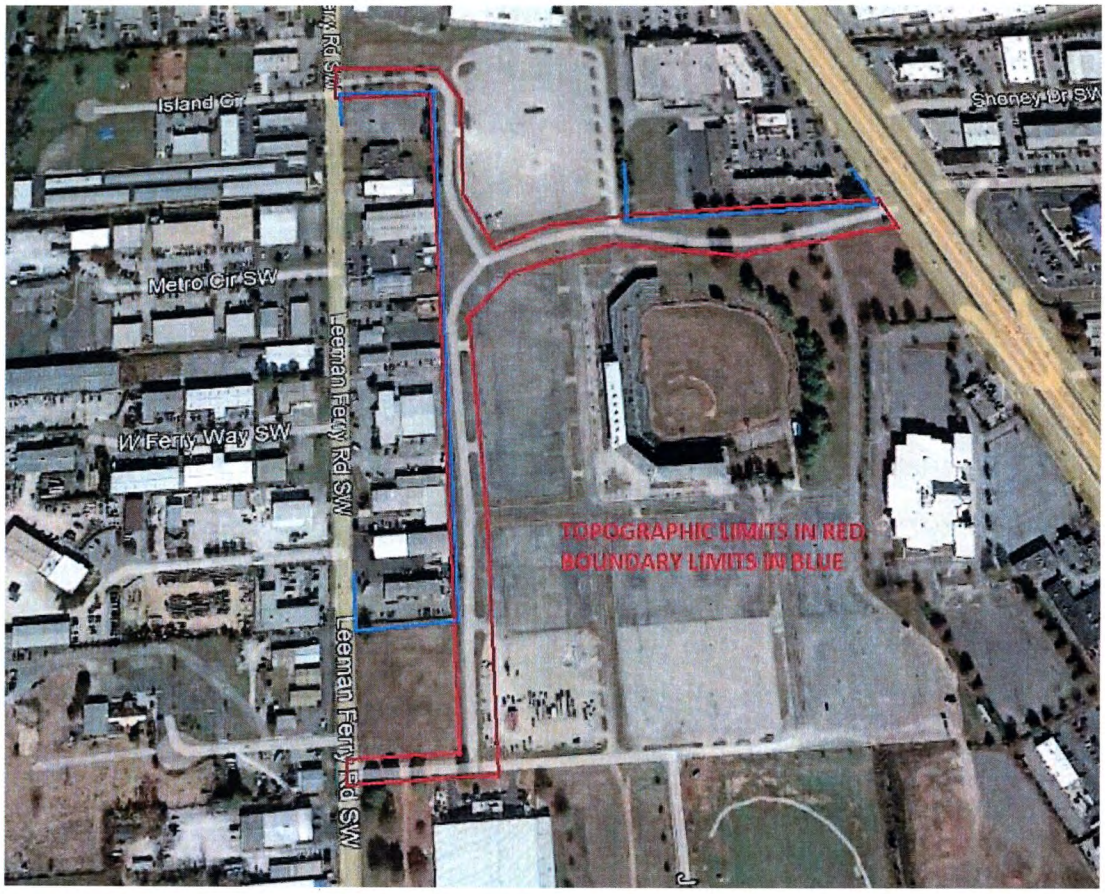
November 4, 2022

This **AGREEMENT**, entered into by and between **the City of Huntsville,** hereinafter referred to as the **Client**, and **Schoel Engineering Company, Inc.**, hereinafter referred to as the **Consultant**, is for Consulting Services associated with the Don Mincher Drive Entrance and Streetscape in Huntsville, Alabama.

### PROJECT OVERVIEW

The Consultant will provide Land Surveying, Civil Engineering and Landscape Architecture services for Don Mincher Drive Entrance and Streetscape development, located in Huntsville, Alabama. Electrical design for street and entrance lighting will be provided through subcontract with Hyde Engineering, and architectural drawings for the entry sign will be provided by the City. A site map is shown below for the project limits, and detailed scope items follow.






## PROPOSED SCOPE & SERVICES

### 1. BOUNDARY SURVEY

- Establish site control from which all subsequent land survey work will be referenced
- Establish the boundary lines of all parcels: locate existing or set new monumentation at property corners
- Locate and identify encroachments along the property lines of all parcels
- Prepare a boundary survey of all parcels to the "Standards of Practice for Surveying in the State of Alabama"
- Provide the client and legal counsel support regarding the real property survey related matters
- Furnish hard copies of the Boundary Survey as required

**Lump Sum Fee** **$ 4,115**

## 2. TOPOGRAPHIC SURVEY

A field-shot topographic survey of the site will be prepared. This survey would be the base for project design. The detailed project scope is below:

- Initial project research and coordination
- Establish site control
- Locate visible improvements (buildings, fences, curb, concrete, etc.)
- Locate visible utilities (water valves and meters, gas valves and meters, sanitary and storm sewers, electrical and telephone appurtenances, etc.)
- Contact Alabama One Call utility services to locate utilities in the public rights-of-way
- Shoot flow line elevations of visible sanitary and storm sewers, including the next upstream and downstream offsite structures
- Shoot topo on a 40-foot or equivalent grid including grade-breaks
- Research underground utilities with each respective utility company and identify on map
- Process field survey data and prepare a Topographic Survey Map showing spot elevations

**Lump Sum Fee $ 9,105**

## 3. DESIGN DEVELOPMENT

The Consultant will design and prepare 60% complete engineering plans to support the Design Development phase of the design. This package will be sufficient for detailed pricing and Client and Design Team review and approval. The detailed scope is as follows:

- Coordinate with the Client and Design Team as required
- Continue coordination with utility companies for service
- Continue coordination with other applicable governing entities, including municipalities
- Continue coordination with utility providers for service to the site including, sanitary sewer, power, water, telephone, gas, and communications
- Develop 60% complete design of layout, grading and drainage, stormwater management, and utility service
- Prepare preliminary earthwork analysis
- Perform Stormwater Management Design
- Prepare Design Development drawings, including:
  - Demolition Plan
  - Site Layout Plan(s)
  - Grading and Drainage Plan(s)
  - Construction Erosion Control Plan(s)
  - Site Utility Plan(s)
  - Detail Plan (details, roadway sections, paving sections, etc.)

**Lump Sum Fee $ 18,500**

## 4. FINAL DESIGN AND CONSTRUCTION DOCUMENTS

The Consultant will perform final design and prepare construction documents for the site work of the development. This package will be sufficient for final pricing, permitting, and construction. The detailed scope is as follows:

- Coordinate as required with Client and Design Team
- Continue coordination with utility providers for final approval
- Continue coordination with other applicable governing entities, including municipalities for final approval
- Perform final stormwater management design and prepare drainage report, if applicable
- Prepare Final Construction Plans, including the following, as required:
  - Cover Sheet
  - Topographic Survey
  - Demolition Plan
  - Site Layout Plan(s)

- Clearing and Erosion Control Plan(s)
- Grading and Drainage plan(s)
- Construction Erosion Control Plan(s)
- Site Utility Plan(s)
- Striping and Signage Plan(s)
- Storm Profile Sheet(s)
- Sanitary Sewer Plan/Profile sheet(s)
- Detail plan(s) (details, roadway sections, paving sections, etc.)

- Prepare Technical Specifications
- Assist with submittals and approvals

**Lump Sum Fee $ 12,000**

## 5. LANDSCAPE ARCHITECTURE AND CONSTRUCTION DOCUMENTS

- Landscape Plans (per local requirements) – The Consultant will provide a landscape plan for the site in accordance with the Clients general direction and in compliance with local requirements (if any) for interior and perimeter landscaping for "public vehicular areas." The plans will include species, locations, and sizes of proposed plantings.
- Landscape Details – As a part of the fee for the landscape plans, the Consultant will also provide the required planting details and notes needed for installation of the proposed plants.
- Limited Irrigation Plan – The irrigation is proposed to be design-build by the Client's selected contractor. The Consultant would provide the performance requirements for the system, a sleeving plan, and review shop drawings provided by the contractor to confirm compliance.

**Lump Sum Fee $ 12,800**

## 6. LANDSCAPE IRRIGATION CONSTRUCTION DOCUMENTS

The Consultant will design and prepare irrigation plans that will aid in the development of a project budget. This package will be sufficient for final pricing. The detailed scope is as follows:

- We will produce irrigation design and construction details appropriate to the landscape plans. These plans will include head location and types, and the complete layout of the lines including controller locations. We will provide the required irrigation details and notes needed for installation of the proposed plan. The irrigation plans will include tying into the existing system and coordinate any required renovations.
- Preparation construction plans, including:
  - Irrigation Plans
  - Irrigation Details

**Lump Sum Fee $ 7,400**

## 7. CONSTRUCTION ADMINISTRATION

The Consultant will perform Construction Review to evaluate the Contractor's general conformance with plans and specifications. The Consultant will review Shop Drawings, and work with the Contractor and Client in solving any minor construction related problems that may arise. The detailed scope is as follows:

- Review of shop drawings
- Construction observation to be performed on an as-needed basis and at the direction of the Client
- Minor construction-related revisions – Revisions required as a result of field conditions or as agreed upon by the Client
- Attendance at OAC meetings during construction

**Lump Sum Fee $ 12,200**

## FEE SUMMARY

| | | | |
|---|---|---|---|
| 1. | Boundary Survey | $ | 4,115 |
| 2. | Topographic Survey | $ | 9,105 |
| 3. | Design Development | $ | 18,500 |
| 4. | Final Design & Construction Docs | $ | 12,000 |
| 5. | Landscape Arch & Construction Docs | $ | 12,800 |
| 6. | Irrigation Plans | $ | 7,400 |
| 7. | Site Lighting (sub-contract) | $ | 7,500 |
| 8. | Sub-contract markup (5%) | $ | 375 |
| 9. | Construction Administration | $ | 12,200 |
| | TOTAL | $ | 83,995 * |

## NOT INCLUDED IN SCOPE OF WORK

The following items are not included in the scope or fee provided ***unless specifically noted above***. If any of these services are requested, an additional services proposal can be provided.

1. Construction Surveying
2. As-built Surveying
3. Construction Cost Estimates or Quantity Take-offs
4. Services related to Zoning or Entitlements
5. Drainage or Flood Studies, including FEMA and Floodplain Development Permits
6. Offsite utility evaluation, extension, or upgrades
7. Geotechnical work of any kind
8. Corps of Engineers related work
9. ADEM Stormwater Permit Compliance Activities
10. Site Lighting
11. Structural design of any kind including retaining walls
12. Traffic Studies or Traffic signal design of any kind
13. Design of water tanks or sanitary sewer lift stations
14. Design changes or plan revisions after Client approval or related to Value Engineering
15. Design of fountains, detailed hardscape, accent lighting, or site furniture
16. Multiple design packages or public bid package
17. Permit applications and/or fees

## PAYMENT TERMS

The Consultant will bill the Client monthly based on work completed during the billing period. Work completed will be based upon a percentage of completion for Lump Sum Fees, and will be based on time and materials at the attached schedule of unit rates for Hourly Estimates and Not to Exceed agreements. Payments are due within thirty (30) days of invoice date. The Client's obligation to pay for services is in no way dependent upon the Client's ability to obtain financing, obtain approval from any governmental or regulatory agencies, real estate closing, receipt of payment from other parties or upon successful completion of the project. If payment is not received within thirty (30) days from date of invoice, the amounts may include a late charge of 1½ % per month, calculated from said thirtieth (30th) day. Should Consultant incur attorney's fees for collection of payment, the amount owed to Consultant shall include any and all said fees. Failure to make payment within sixty (60) days shall constitute a waiver of the right to dispute the accuracy and appropriateness of the invoice. In addition, Consultant reserves the right to suspend services under this Agreement until such time as payment is made in full for all amounts due for services rendered and expenses incurred has been received.

## SCHEDULE OF UNIT RATES – EFFECTIVE THROUGH THE DURATION OF THE CONTRACT

| | |
|---|---|
| Senior Principal | $ 275.00 per hour |
| Principal | $ 200.00 per hour |
| Field Survey Party | $ 185.00 per hour |
| Chief Land Surveyor/Assistant Director | $ 175.00 per hour |
| Senior Project Manager | $ 165.00 per hour |
| Project Manager | $ 150.00 per hour |
| Senior Professional | $ 140.00 per hour |
| Project Professional | $ 125.00 per hour |
| Staff Professional | $ 115.00 per hour |
| Senior Designer / Drafter / Specialist | $ 115.00 per hour |
| Designer 2 / Drafter 2 / Specialist 2 | $ 100.00 per hour |
| Designer 1 / Drafter 1 / Specialist 1 | $ 90.00 per hour |
| Administrative/Technical Support | $ 75.00 per hour |

Printing and other reimbursable expenses will be charged at cost plus 5% and are not included in the fee basis described above. Sub-consultant invoices billed as reimbursables will be invoiced to the client at a rate of 105% of the invoice amount.

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** 2022-1120

**Department:** General Services

**Subject:** **Type of Action:** Approval/Action

Resolution authorizing the Mayor to execute Modification No. 1 to the Lease Agreement between the City of Huntsville, Alabama and Drake and Harlan Properties, Inc.

Resolution No.

**Does this item need to be published?** **No**

If yes, please list preferred date(s) of publication: _____

**Finance Information:**

**Account Number:** 1000-14-14300-515460-00000000

**City Cost Amount:** $3,900 per month

**Total Cost:** $46,800 per year

**Special Circumstances:**

**Grant Funded:** No

**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:**

The term of the lease extends two (2) years commencing Jan. 1, 2023. The City has the option to extend the lease for an additional one (1) year commencing on Jan. 1, 2025. The rent for the extended term (including the

option year) is $3,900 per month. The building is located at 3000 and 3002 12th Ave., and is approximately 15,660 square feet.

**STATE OF ALABAMA** )

**COUNTY OF MADISON** )

**Modification No. 1 to the Lease Agreement Between the City of Huntsville, Alabama and Drake and Harlan Properties, Inc. as adopted and approved Pursuant to Resolution No. 19-1212 of the City Council of the City of Huntsville**

## MODIFICATION NO. 1 TO LEASE AGREEMENT

This Modification No. 1 to the Lease Agreement (this "Modification No. 1") is made effective as of the 15th day of December, 2022 by and between the CITY OF HUNTSVILLE, ALABAMA, (the "City") a municipal corporation within the State of Alabama (the "City") and DRAKE AND HARLAN PROPERTIES, INC. ("DRAKE AND HARLAN"), an Alabama corporation.

**WITNESSETH**

**WHEREAS** the City and Drake and Harlan entered into that certain Lease Agreement on December 19, 2019 (the "Lease"), with a term of three (3) years commencing on January 1, 2020 and continuing through December 31, 2022; and

**WHEREAS,** the parties mutually desire to extend the said term for an additional two-year period with the City having the option to extend the term for one additional year; and

**WHEREAS,** the parties desire to adjust the rental amount for the extension term.

**NOW THEREFORE**, in consideration of the foregoing facts and circumstances, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the parties, the parties do hereby agree to the following:

1. The term of the Lease is extended an additional two (2) years commencing on January 1, 2023 and continuing through December 31, 2024. Additionally, the City shall have the option to extend the lease for an additional one (1) year commencing on January 1, 2025 and continuing through December 31, 2025.

2. The rent for the extended term (including the option year) shall be Three Thousand Nine Hundred Dollars ($3,900.00) per month, payable according to the terms and conditions set forth in the original Lease.

3. All other terms and conditions of the Lease Agreement remain unchanged and in full force and effect.

**IN WITNESS WHEREOF,** the parties hereto have entered into this agreement, on the date set forth above.

**THE CITY OF HUNTSVILLE, ALABAMA**

_____
Tommy Battle, Mayor
City of Huntsville, Alabama

**ATTEST:**

_____
Kenneth Benion, City Clerk Treasurer
City of Huntsville, Alabama

**DRAKE AND HARLAN PROPERTIES, INC.**

By: Stephen W. Harlan
Its: President

**WITNESS:**

By: Deborah Stoney
Its: COH Admin Aide

STATE OF ALABAMA )
COUNTY OF MADISON )

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Tommy Battle and Kenneth Benion, whose names as Mayor and City-Clerk Treasurer of The City of Huntsville, a municipal corporation in the State of Alabama are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, in their capacity as such officers, executed the same voluntarily for and as the act of said corporation on the day the same bears day.

GIVEN under my hand and official seal this the ____ day of _____, 2022.

_____
Notary Public

STATE OF ALABAMA )
COUNTY OF MADISON )

I, the undersigned, a notary public in and for said County, in said State, hereby certify that _____ and _____, whose names as _____ and _____ of DRAKE AND HARLAN PROPERTIES, INC, an Alabama corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, in their capacities as such officers, executed the same voluntarily for and as the act of said corporation on the day the same bears day.

GIVEN under my hand and official seal this the 1st day of Dec., 2022.

Peggy Smith
_____
Notary Public

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** 2022-1121

**Department:** Water Pollution Control

**Subject:** **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Purchase and Sale Agreement between the City of Huntsville and Ruth Ann Burnett, Rowe Dorris Royer, and Judy Kay Page.

Resolution No.

**Does this item need to be published?** **No**

If yes, please list preferred date(s) of publication: N/A

**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:**

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** TMP-2415

**Department:** Water Pollution Control

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Purchase and Sale Agreement between the City of Huntsville and Ruth Ann Burnett, Rowe Dorris Royer, and Judy Kay Page.

Resolution No.

**Does this item need to be published?** **No**

If yes, please list preferred date(s) of publication: N/A

**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. 22-**

**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 that certain Purchase and Sale Agreement, by and between the City of Huntsville, an Alabama municipal corporation, as Purchaser, and Ruth Ann Burnett, Rowe Dorris Royer, and Judy Kay Page, as Sellers, which said agreement is substantially in words and figures as that certain document attached hereto and identified as "Purchase and Sale Agreement between the City of Huntsville and Ruth Ann Burnett, Rowe Dorris Royer, and Judy Kay Page," consisting of ten (10) pages, including Exhibits "A" and "B," and the date of December 15, 2022, appearing on the first page thereof, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document after being signed by the Mayor, shall be permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that the Mayor be and he is hereby authorized to execute the Purchase and Sale Agreement, on behalf of the City of Huntsville, with such changes as the Mayor deems desirable and necessary, and the authority to execute any and all such documents relevant, required, and/or relating to effect, close, carry out, or complete the real estate transaction and/or closing contemplated therein.

**ADOPTED** this the 15th day of December, 2022.

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

**APPROVED** this the 15th day of December, 2022.

_____
Mayor of the City of Huntsville,
Alabama

**STATE OF ALABAMA**

**COUNTY OF LIMESTONE**

# PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement") is entered into as of the 1st day of November, 2022, by and between the **CITY OF HUNTSVILLE**, an Alabama municipal corporation ("Purchaser" or the "City"), and **RUTH ANN BURNETT**, a widow, **ROWE DORIS ROYER**, a widow, and **JUDY KAY PAGE,** a widow (collectively, "Seller") (collectively, the "Parties").

Witnesseth:

WHEREAS, Seller desires to sell and Purchaser agrees to purchase a parcel of real property located to the West of Interstate 65 in Limestone County, Alabama, consisting of approximately 0.50 acres, more or less, and being more particularly described in Exhibit "A" attached hereto, and as depicted in Exhibit "B" attached hereto (the "Property").

WHEREAS, the City desires to purchase the Property from Seller, and Seller desires to sell the Property to the City in accordance with the terms and conditions contained herein.

THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Sale and Purchase. Seller hereby agrees to grant, bargain, sell and convey to Purchaser that certain real property, consisting of approximately 0.50 acres, more or less, located to the West of Interstate 65 in Limestone County, Alabama, being a portion of Parcel #16-01-11-0-000-002.000, and being more particularly described in Exhibit "A" attached hereto and as further depicted in Exhibit "B" attached hereto (the "Property").

2. Purchase Price. The purchase price for the Property shall be TWENTY-FIVE THOUSAND and NO/100 DOLLARS ($25,000.00) (the "Purchase Price"). The Purchase Price shall be paid by Purchaser to Seller at Closing in cash or other immediately available funds upon the closing and consummation of the transaction contemplated by this Agreement ("Closing").

3. Title. The Seller shall convey the Property to Purchaser by statutory warranty deed (the "Deed"), satisfactory in manner and form to Purchaser and in accordance with the laws of the State of Alabama; conveying the Property, free and clear of all liens, encumbrances and other matters affecting title, except for ad valorem taxes not yet due and payable, matters of survey, and any existing easements and restrictions of record (the "Permitted Exceptions"). Prior to Closing, Purchaser may, at its option, obtain a title commitment to issue an owner's policy of insurance from Wilmer &Lee, P.A. ("Closing Agent"), to be issued in accordance with commercially reasonable standards and insuring Purchaser with good and marketable fee simple title to the Property, free and clear of all easements and restrictions of record except for those Permitted Exceptions. Any existing



President of the City Council
of the City of Huntsville, AL
Date: December 15, 2022

mortgages or monetary liens in/on the Property, if any, shall be paid and/or satisfied at or prior to Closing. Seller shall provide customary affidavits to establish clear title to the Property.

4. Closing. Closing shall occur on or within thirty (30) days from the Effective Date (as hereinafter defined), or at such earlier date and time as mutually agreed upon by the parties ("Closing Date"). The Deed to the Property shall be delivered and the Closing of the transaction shall occur at the law offices of the Closing Agent. The parties may deliver all closing documents and/or closing funds to Closing Agent on or prior to the Closing Date, such that neither party will be required to be physically present at Closing. At Closing, Seller shall deliver the following items to Purchaser, properly executed and notarized and in form and substance acceptable to Purchaser:

a. Seller shall execute and provide the Deed, to be prepared by Closing Agent and at Purchaser's expense.

b. Customary owner's affidavit, heirship or death affidavits, and any other affidavits, certificates, or documents that the Closing Agent requires to issue an updated title commitment and owner's policy of insurance, or as may be necessary to clear any existing title defects.

c. Recorded or recordable releases terminating and/or releasing any monetary liens of record, if any.

d. All other documents reasonably requested by Purchaser or Closing Agent in order to carry out the transaction contemplated by this Agreement, including, but not limited to required IRS disclosures, a settlement statement, heirship or death affidavits, broker affidavits, and any formation documents, certifications, or resolutions or other documents establishing that Seller is duly authorized and empowered to enter into this Agreement and to perform the obligations hereunder.

e. Each party shall pay its own attorney's fees incurred in connection with the Property or this Agreement.

5. Closing Costs. The deed preparation fee to be prepared by Purchaser's attorney, deed and transfer taxes, recording fees, and all other closing costs, except for Seller's attorney's fees, shall be paid by Purchaser at Closing.

6. Real Estate Commissions. The parties represent that neither has incurred, or is obligated for any brokers' fees or finders' fees, and that no real estate commissions are due in connection with this Agreement or the transaction contemplated herein. Each party agrees to indemnify, defend and hold the other harmless from any claims, including any attorney's fees, that they may suffer as a result of any claim or action brought by any broker or real estate agent, acting on behalf of that party.

7. Attorney's Fees. In the event of a dispute between the parties pursuant to the terms of this Agreement, the prevailing party in any court of competent jurisdiction shall be entitled to collect

reasonable attorneys' fees. In the event of dispute, the provisions of this Agreement shall not be construed against the party drafting this Agreement.

8. Successors; No Assignment. All rights and obligations of Seller and Purchaser under this Agreement shall inure to the benefit of and be binding upon their respective heirs, successors, and assigns. Neither party may assign this Agreement or any obligations hereunder. Any purported assignment shall be null and void.

9. Amendment; Modification. No amendment or modification of this Agreement shall be of any force or effect unless the same shall be made in writing and executed by each party hereto. To the extent that escrow, closing or settlement instructions and/or documents are inconsistent with the terms and conditions of this Agreement, this Agreement shall control and further shall survive recordation of the Deed.

10. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties with respect to the transaction provided for herein, and supersedes all prior agreements, understandings, negotiations, correspondence and discussions by and between the parties. No promise, representation, warranty or covenant not included in this Agreement has been relied upon by either party. Each party has had a full opportunity to examine the Agreement and/or has had the opportunity to have legal counsel review the Agreement on its behalf.

11. Authority; Possession. Seller represents and warrants, to and for benefit of Purchaser, that Seller has the authority and power to convey the Property in accordance with the terms of the Agreement and the individuals and entities signing this Agreement and all documents executed or to be executed by Seller, are, and shall be duly authorized to sign the same on Seller's behalf and to bind Seller thereto.

12. Closing Condition. Purchaser's obligation to purchase the Property is contingent upon the approval of this Agreement by the City Council of the City of Huntsville prior to the Closing Date.

13. Interpretation. This Agreement shall be interpreted in accordance with Alabama law, without regard to its conflict of law provisions.

14. Email or Facsimile Signatures. The parties agree that this document may be executed and the signatures transmitted to the other parties by facsimile, email or similar electronic transmission. Upon transmission and receipt by another party, such signature shall be effective as an original. Notwithstanding the preceding sentence, the parties will transmit the original signature pages to the Closing Agent promptly after execution.

15. Execution by Counterpart Originals. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Handwritten signatures to this Agreement transmitted by facsimile, email or other similar electronic transmission shall be valid and effective to bind the party so signing.

16. Counsel Acknowledgment; Conflict Waiver. Purchaser has retained Samuel H. Givhan, and Katherine Amos Beasley and Rowe Doris Royer and Ruth Ann Burnett have retained Lawrence C. Weaver, all of the firm of WILMER & LEE, P.A. (the "Firm") and Judy Kay Page has retained James Corder, Jr., to represent their respective interests during the preparation of this Agreement and closing of this matter. The potential conflict of interest concerning the rendition of legal services to both Seller (that is, Rowe Doris Royer and Ruth Ann Burnett) and Purchaser has been disclosed to the Parties. The undersigned, fully cognizant of all facts, issues and legal rights concerning the Firm's representation of two of the Sellers and the Purchaser in the above-referenced contract preparations and in performing future legal services for the undersigned parties, hereby waive and relinquish any and all potential conflicts of interest and disqualifications caused by the Firm's representation. The Parties do hereby waive any and all conflicts of interest and do hereby waive any and all rights to object or disqualify the Firm from the representation of both Parties in connection with this Agreement and the Closing contemplated herein and specifically the undersigned give express written consent to the representation of the Purchaser by Samuel H. Givhan and Katherine Amos Beasley and to the representation of Rowe Doris Royer and Ruth Ann Burnett by Lawrence C. Weaver in connection herewith.

17. Waiver. The waiver of default by either party of any provision of this Agreement shall not operate as a waiver of subsequent defaults.

18. Effective Date. The Effective Date shall mean the date this Agreement has been executed by the City.

19. Notices. All notices shall be in writing and may be delivered by any of the following methods: (i) hand delivery, (ii) certified United States Mail or other nationally recognized overnight delivery service (such as, FedEx or UPS), or (iii) electronic transmission, including email and/or pdf transmission. Such Notices shall be deemed received, (i) if delivered by hand, on the date of delivery, (ii) if sent by U.S. Mail or overnight delivery service, on the date the same is deposited with the applicable carrier, or (iii) if delivered by email or pdf transmission on the date the transmission is sent. Notices shall be addressed as set forth below:

To Seller:
Wilmer & Lee, P.A.
Attn: Lawrence C. Weaver
350 Market Street, Suite 201AB
Decatur, Alabama 35601
Phone: 256-350-1109
Email: lweaver@wilmerlee.com

and:
Alexander, Corder & Shelly, P.C.
Attn: James M. Corder, Jr.
Post Office 1129
Athens, Alabama 35612-1129
Phone: 256-232-1130
Email: jcorder@acpbs.com

If to Purchaser: City of Huntsville
Attn: Shane Davis
320 Fountain Circle
Huntsville, Alabama 35801
Phone: 256-427-5310
Email: shane.davis@huntsvilleal.gov

With Copy to: Wilmer & Lee, P.A.
Attn: Sam Givhan and Katie Beasley
100 Washington Street
Huntsville, Alabama 35801
Phone: 256-533-0202
Email: sgivhan@wilmerlee.com;
kbeasley@wilmerlee.com

20. Party Cooperation. The parties agree to cooperate with one another and will work in good faith and use their reasonable best efforts in order to complete each of their respective obligations as set forth herein.

21. Further Assurances. At request of Closing Agent, the parties shall execute and deliver any additional documents as may be reasonably required to carry out the transaction contemplated by this Agreement or to correct any scrivener's affidavit or error, mistake, or omission contained in this Agreement, closing document, or any other document executed pursuant hereto or in connection herewith.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the respective dates set forth below.

[*Signatures and acknowledgments appear on the following page(s)*].

U:\Sam\CITY\Limestone County Annexation\COH purchase agreement.doc

\CORP\Sanderson Farm\Sale to City of Huntsvile - .5 acres\COH purchase agreement.execution.doc

[*Seller Signature Page to Purchase and Sale Agreement.*]

**SELLER**:

By: Ruth Ann Burnett
**Ruth Ann Burnett**

WITNESSED:

By: Nancy H. Hester Date: 11-16-2022

**Rowe Doris Royer**

By: Ruth Burnett
Ruth Sanderson Burnett, her agent

WITNESSED:

By: Nancy H. Hester Date: 11-16-2022

**Judy Kay Page**

By: Vernon Page
Vernon Page, her agent

WITNESSED:

By: Nancy H. Hester Date: 11-16-2022

[*Purchaser Signature Page to Purchase and Sale Agreement.*]

**PURCHASER:**

**CITY OF HUNTSVILLE**, an Alabama municipal corporation

By: _____
Tommy Battle, Mayor

ATTESTED TO:

By: _____
Kenneth Benion, Clerk-Treasurer

Date: 12/15/2022

**Exhibit "A"**
**(Legal Description of Property)**

One-half (1/2) acre taken evenly off the northern margin of the following described parcel:

> The Southwest Quarter of Section 11, Township 4 South, Range 4 West, and the South Half of the Northwest Quarter of Section 11, Township 4 South, Range 4 West, LESS AND EXCEPT THEREFROM, the right of way for Interstate Highway No. 65 and a right of way for a public road over a strip taken evenly off the east side thereof.

[***The above-described property is located due west of the I-65 right-of-way margin and is a portion of Parcel # 16-01-11-0-000-002.000.***]

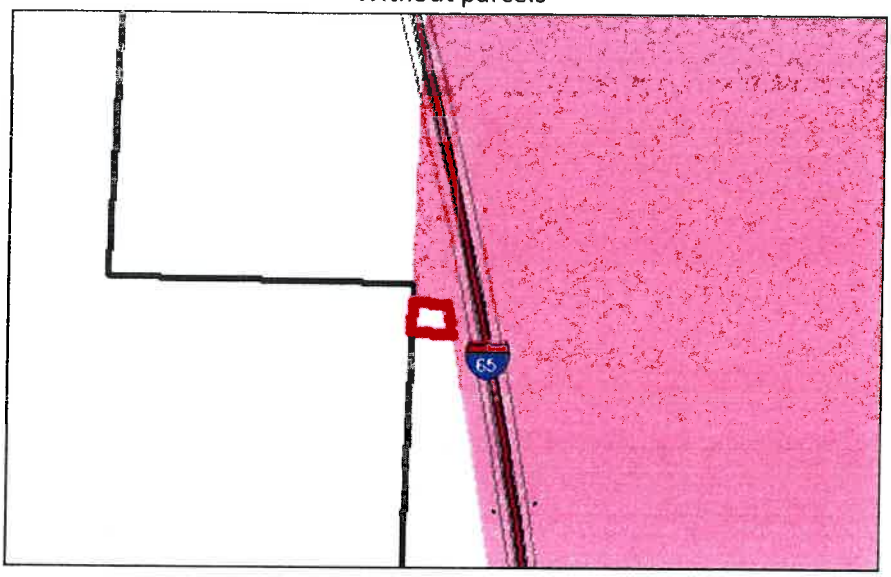
EXHIBIT "B"



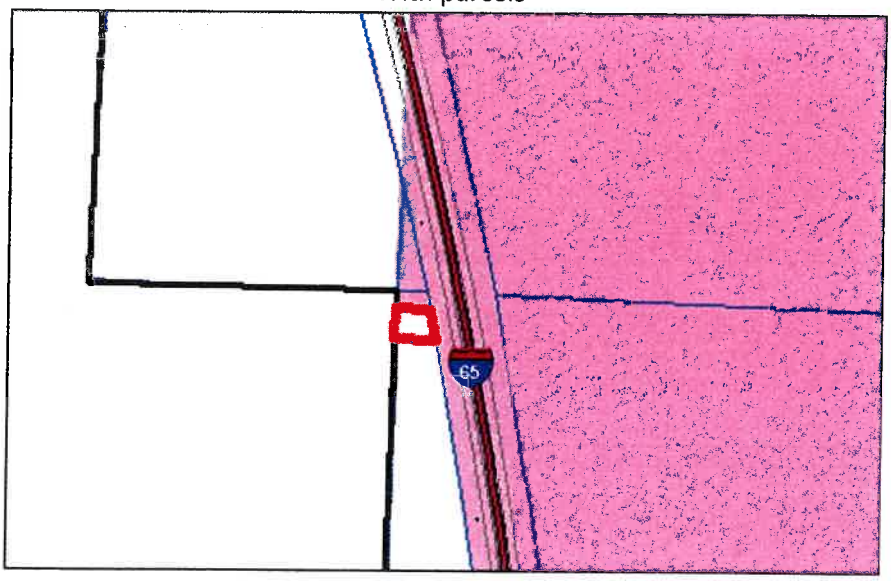
All that part of Section 11, Township 04 South, Range 04 West of the Huntsville Meridian, Limestone County, Alabama, particularly described as commencing at a point located at the Northwest Corner of said Section 11; thence from the Point of Commencement, South along the western boundary of said Section 11 a distance of 1390.00 feet to the Point of Beginning; thence from the Point of Beginning, South 89 Degrees 00 Minutes 00 Seconds East a distance of 154.31 feet; thence South 10 Degrees 10 Minutes 46 Seconds East a distance of 133.30 feet; thence North 88 Degrees 45 Minutes 17 Seconds West a distance of 181.85 feet to a point located on the western boundary of said Section 11; thence North along the western boundary of said Section 11 a distance of 130.00 feet back to the Point of Beginning and containing 0.50 acres, more or less.



Without parcels




With parcels



308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** 2022-1122

**Department:** Community Development

**Subject:** **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville Alabama and Catholic Center of Concern, to fund and administer Huntsville Housing Helps program.

Resolution No.

**Does this item need to be published?** **No**

If yes, please list preferred date(s) of publication: _____

**Finance Information:**

**Account Number:** 2101-70-7100-515520-00000000-00157

**City Cost Amount: $** 0

**Total Cost: $** 6,000,000

**Special Circumstances:**

**Grant Funded: $** 6,000,000

**Grant Title - CFDA or granting Agency:** U.S Treasury

**Resolution #:** 22-790

**Location:** **(list below)**

**Address:** 1010 Church St NW, Huntsville, AL 35801
**District:** District 1 ☒ District 2 ☒ District 3 ☒ District 4 ☒ District 5 ☒

**Additional Comments:**

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** TMP-2383

**Department:** Community Development

**Subject:** **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville Alabama and Catholic Center of Concern, to fund and administer the Huntsville Housing Helps program.

Resolution No.

**Does this item need to be published?** **No**

If yes, please list preferred date(s) of publication: _____

**Finance Information:**

**Account Number:** 2101-70-7100-515520-00000000-00157

**City Cost Amount: $** 0

**Total Cost: $** 6,000,000

**Special Circumstances:**

**Grant Funded: $** 6,000,000

**Grant Title - CFDA or granting Agency:** U.S Treasury

**Resolution #:** 22-790

**Location:** **(list below)**

**Address:** 1010 Church St NW, Huntsville, AL 35801
**District:** District 1 ☒ District 2 ☒ District 3 ☒ District 4 ☒ District 5 ☒

**Additional Comments:**

**Resolution No**. 2022-_____

**WHEREAS,** the American Rescue Plan Act was enacted by Congress and signed into law by the President on March 11, 2021 to fund states, U.S. Territories, local governments and Indian tribes, and;

**WHEREAS**, the purpose of the U.S Treasury Department funding is to assist eligible households for rent, rental arrears, utilities, utility arrears and other housing expenses; and

**WHEREAS**, the Sub-recipient is a nonprofit organization duly organized to promote and assist eligible households with rent, rental arrears, utilities, utility arrears and other housing expenses services for households under the Huntsvillehousinghelp.com program; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor of the City of Huntsville is hereby authorized, requested and directed to enter into an Agreement between the City of Huntsville, Alabama and Catholic Center for Concern, said agreement being substantially similar in words and figures to that document identified as "AGREEMENT BETWEEN THE CITY OF HUNTSVILLE, ALABAMA, AND CATHOLIC CENTER FOR CONCERN FOR THE ADMINISTRATION OF HUNTSVILLE HOUSING HELPS PROGRAM " consisting of nine (9) pages, and the date of December 15, 2022, 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.

**ADOPTED** this the 15th day of December 2022

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

**APPROVED** this the 15th day of December 2022

_____
Mayor of the City of Huntsville,
Alabama

**STATE OF ALABAMA )**
**COUNTY OF MADISON )**

# AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND CATHOLIC CENTER FOR CONCERN FOR THE ADMINISTRATION OF HUNTSVILLE HOUSING HELPS PROGRAM

**THIS AGREEMENT** is made the 15th day of December 2022, by and between Catholic Center for Concern, a non-profit Alabama organization, ("Sub-recipient"), and the City of Huntsville, Alabama, a municipal corporation in the State of Alabama ("City").

## I. Statement of Work

A. The City will fund a not to exceed amount of $1,000,000.00 to the Sub-recipient for administration of the program. Funds will be used exclusively for expenses related to the Sub-recipient providing direct case management, financial assistance and housing stability services to any eligible City of Huntsville resident.

B. The Sub-recipient will be funded on a reimbursement basis for actual expenses related to the administration of the program.

C. The Sub-recipient must establish a separate bank account for the sole purpose of providing direct emergency rental and utility assistance to eligible households.

D. The City will fund an amount not to exceed $5,000,000.00 to the Sub-recipient for assistance to eligible households for rent, rental arrears, utilities, utility arrears and other expenses related to housing instability and to prevent homelessness. Funds will be used exclusively for any eligible City of Huntsville resident. The City of Huntsville will manage the pool of available funds from the U.S. Department of Treasury to the City of Huntsville and disperse advance direct assistance funding to the Sub-recipient not to exceed the total amount of funding allocated to the City.

E. Households served by this program will meet the following criteria: Renter households with maximum household incomes of no more than 50% of the area median income (AMI) and who meet the following conditions:

_____
President, or President Pro-Tem, of the
City Council of the City of Huntsville, AL
December 15, 2022

1) One or more individuals in the household has qualified for unemployment benefits or has experienced a reduction in household income, incurred significant costs, or experienced other financial hardship; and

2) One or more individual in the household can demonstrate a risk of experiencing homelessness or housing instability which may include:

    a) A past due utility or rent notice or an eviction notice;
    b) Unsafe or unhealthy living conditions; or
    c) Any other evidence of such risk as determined by the grantee

3) The Sub-recipients must prioritize assistance to households at risk of being evicted or with incomes of no more than 50% of AMI and to households in which one or more household member is unemployed and has been unemployed for 90 days and provide case management support to these households, to help them maintain housing for at least 3 months.

4) Payments, including arrearages and future payments for any individual household generally may not exceed 12 months, however a grantee may provide assistance for an additional three months (for a total of 15 months) only if it is necessary to ensure the household remains stably housed and if funding is available.

5) Sub-recipient must make payments directly to a lessor or utility/home energy provider on behalf of the eligible household unless the lessor or utility/home energy provider does not agree to accept the payment, in which case the grantee may make payments directly to the eligible household.

## II. National Objective

All activities funded with U.S. Treasury must meet National Objectives: The Sub-recipient certifies that the activities carried out under this Agreement will meet Low- or Moderate-Income Eligibility - 24 CFR 570.208(a)(2)(i)(A). As the Sub-recipient hereby certifies that its activities solely benefit persons who have been adversely affected financially, this activity is presumed to benefit low-income persons.

## III. Use of Funds

The U.S. Treasury funds shall be used according to the budget submitted by the sub-recipient during application process(below).

| **Budget Category** | **Source** | **Amount** |
|---|---|---|
| Salaries (Case Workers) | U.S. Treasury | 916,810 |
| Operating Expenses | U.S. Treasury | 77,190 |
| Professional Services | U.S. Treasury | 6,000 |
| Rent and Utilities Assistance | U.S. Treasury | 5,000,000.00 |
| **Total** | | **$6,000,000.00** |

## IV. Performance Goals

The Sub-recipient agrees to provide a minimum of 500 households with emergency rental and/or utility assistance during the term of this agreement and shall be reported to the City monthly.

## V. Timetable

The services of the sub-recipient shall begin December 15, 2022 and be completed by September 30, 2025. All funds must be obligated or expended by September 30, 2025. All funds that are not expended by September 30, 2025, shall be returned to the City of Huntsville no later than October 30, 2025. Regulations and time deadlines are subject to change contingent on U.S. Department of the Treasury updated guidance.

## VI. Payments

A. Advance payments for eligible rent and utility expenses shall be made from the available pool of U.S Treasury funds as administered by the City of Huntsville and in accordance with performance and monthly reviews.

B. The Sub-recipient shall submit an advanced payment requests for eligible rent and utility expenses via e-mail with copies of bank statements showing funds have been expended. Verification that funds have been expended must be proven before next advanced payment will be given. The sub-recipient shall submit reimbursement forms via e-mail monthly for case worker salaries with evidence to the City of properly executed payrolls, time records, invoices, vouchers or other official documentation for each reimbursement request. The sub-recipient must also maintain a financial management system in accordance with the standards specified in 24 CFR 84.21.

C. The City of Huntsville Alabama shall advance the Sub-recipient upon submission of a payment request form. The City of Huntsville staff must approve all requests for payment per policies and procedures, therefore reimbursement will be processed in a timely manner. Allowable payments are those necessary and proper costs identified by the Sub-recipient's application and approved by the Staff, unless any or all costs are disallowed by the City of Huntsville staff. All costs must be incurred within the allowable time specified within this agreement.

## VII. Subrogation

A. In consideration of Sub-recipient's funds from the City, the Sub-recipient hereby assigns to the City all of its future rights to reimbursement and all payments received from any grant, subsidized loan, or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency or the Small Business Administration or other program to the extent of proceeds paid to Sub-recipient

B. Under this Agreement and at the sole discretion of the City there shall be a determination there has been no duplication of benefits ("DOB"). This shall be defined as financial assistance, available to the Sub-recipient, that can be used to pay for the costs described under Budgeted Costs for the scope of work described in this agreement that are to be paid for by the U.S. Treasury funds.

C. Upon receiving any proceeds from other relief programs, or loan programs for this scope of work, that were not already described in the grant application, Sub-recipient agrees to immediately notify the City. If some or all the proceeds are determined to be a DOB, the portion that is a DOB shall be paid to the City forthwith.

## VIII. Records and Reports

A. Sub-recipient is expected to have met the performance goals by the end of the agreement. Sub-recipient is also expected to have met the performance goals stated in the "Timetable". If not, Sub-recipient will have to provide evidence of factors beyond their reasonable control. Staffing issues will not be considered beyond their reasonable control. Accordingly, a final "Performance Report" should be submitted no later than 15 days after the agreement period.

B. The Performance Reports will provide all information necessary to determine that projected activities are being accomplished. Performance Reports also should include justification for lack of progress or delays in accomplishing the scope of work.

C. Sub-recipient must provide quarterly and final Performance Reports on the use of funds, including the following information.

D. The number of eligible households that receive assistance

E. The acceptance rate of applicants for assistance;

F. The type(s) of assistance provided to each household;

G. The average amount of funding provided per household;

H. Incomes of eligible households by income tier (less than or equal to 30 percent of AMI, between 30 and 50 percent of AMI,);

I. The average number of monthly rental or utility payments that each household received; The data above must be disaggregated by gender, race, and ethnicity of primary applicant.

J. Sub-recipient must establish data privacy and security requirements.

**IX. Financial Reporting**– The sub-recipient shall:

A. Maintain a separate bank account and an effective system of internal fiscal control and accountability for all U.S. Treasury funds, and make sure the same are used solely for authorized purposes.

B. Ensure that all costs shall be supported by properly executed payrolls, time records, invoices, vouchers or other official documentation, as evidence of the nature and propriety of the charges. All accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

C. The Sub-recipient shall also keep a continuing record of all disbursements by date, check number, amount, vendor, description of items purchased and line item from which the money was expended, as reflected in the Sub-recipient's accounting records.

D. Inform the City concerning any funds allocated to the Sub-recipient, that the Sub-recipient anticipates will not be expended during the term of this Agreement and return the unexpended funds to the City.

**X. Client Data**

The Sub-recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, demographic information and description of service provided. Such information shall be made available to Sub-recipient, City, or their designees for review upon request.

**XI. Uniform Administrative Requirements**

The Sub-recipient will, to the maximum possible extent, ensure compliance with regulations regarding:

A. Office of Management and Budget (OMB) Uniform Guidance, "Cost Principles, Audit and Administrative Requirements for Federal Awards" (2 CFR Part 200), which establishes principles for determining costs of grants, contracts, and other agreements with nonprofit organizations. These regulations are applicable for determining acceptable/allowable costs of work performed by nonprofit organizations. For example, to be allowed under an award, costs must meet general criteria such as:

1. Be reasonable for the performance of the award,
2. Be accorded consistent treatment,
3. Be determined in accordance with generally accepted accounting principles, and
4. Be adequately documented.

B. Office of Management and Budget (OMB) Uniform Guidance which, in part, provide that financial management systems operated by recipients of federal assistance will provide for accurate, current, reliable, and complete disclosure of financial and accounting records relating to the use of federal dollars.

All records will identify the source and application of funds for activities, and accounting records are to be made available for audit(s) at the City's direction to determine the fiscal integrity of financial transactions and performances. All future procurement transactions for supplies, equipment, construction, and other services, regardless of whether negotiated or advertised, will be conducted in a manner so as to provide maximum open and free competition.

The Sub-recipient will give the U.S. Treasury, the City of Huntsville Alabama, or any authorized representatives access to the right to examine all records and documents related to the grant. Such records will be maintained for a period of at least five (5) years after receipt of federal funds.

## XII. Additional Federal Requirements

The Sub-recipient will ensure compliance with regulations regarding:

### A. Civil Rights

1. General Compliance

Title VI and Title IX of the Civil Rights Act of 1964 (Public Law 88-352)(42 U.S.C. 2003d et seq.); and implementing regulations issued at 24 CFR Part 1; as amended by Executive Order 11375 and 12086, and implementing regulations at 41 CFR Chapter 60, which prohibits discrimination in any activity receiving federal financial assistance.

2. Nondiscrimination

Title VIII of the Civil Rights Act of 1968, (Public Law 90-284)(42 U.S.C. 3601 et seq.); as amended, which prohibits discrimination in housing on the grounds of race, color, religion, national origin, sex, disability, or familial status.

Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq.) which requires that no person will on the grounds of race, color, national origin or sex, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity funded in whole or in part with U.S. Treasury funds.

Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.

Section 504 of the Rehabilitation Act of 1973, (Public Law 93-112) as amended, and implementing regulations when published for effect. Said regulation provides for nondiscrimination based on disability in federally assisted programs and activities.

**B. Employment Restrictions**

1. Prohibited Activity

   The Sub-recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

**C. Conflict of Interest**

The Sub-recipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include, but are not limited to the following:

1. The Sub-recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

2. No employee, officer or agent of the Sub-recipient shall participate in the selection, the award or the administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

3. No covered persons who exercise or have exercised any functions or responsibilities with respect to U.S Treasury-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the U.S. Treasury-assisted activity, or with respect to the proceeds from the U.S. Treasury-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, the Sub-recipient, or any designated public agency.

**D. Anti-Lobbying.** The Sub-recipient certifies that to the best of its knowledge and belief:

No federal-appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement;

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying".

## XIII. City Recognition

The Sub-recipient shall ensure recognition of the role of the City of Huntsville and The U.S. Treasury in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source.

## XIV. Suspension and Termination

The Sub-recipient further agrees that this Agreement may be terminated or suspended in the event the Sub-recipient fails to perform any of the conditions contained herein and that the City may take appropriate and corrective action in order to ensure compliance with this Agreement, including withholding payments, re-allocating funds, an order to audit the Sub-recipient's books and records pertaining to its activities and the utilization of federal funds.
In the event of default or violation by the Sub-recipient or the necessity of corrective action, the City will provide the Sub-recipient, by written notice, a demand to cure default explaining the nature and extent of the default or violation. The Sub-recipient will cure, or remedy said violation or default within ten (10) days after receipt of said notice, unless a longer time is agreed upon by the parties, in writing. In case default or violation is not cured, and corrective action is not completed within ten (10) days or a longer time as may be agreed upon, this Agreement may be terminated, and the City may have whatever remedy is authorized pursuant to state, local, and federal laws, including return of any funds previously given to the Sub-recipient.

## XV. Amendments

Any changes or amendments to the agreement with regards to the performance goals, budget changes of not more than 25%, or the timeline may be approved in writing by City staff and Sub-recipient project manager. All other changes in the grant agreement will require an amendment to the agreement and would require approval from the City of Huntsville Alabama.

## XVI. Independent Status

Nothing contained herein, nor any act of the City, the Sub-recipient, or any other party, will be deemed or construed by any party, or by any other third person, to create any relationship with third party beneficiary, principal or agent, limited or general partnership, or joint venture, or of any association or relationship involving the City. The Sub-recipient is at all times considered an independent agency and not an agency or branch of the City.

## XVII. Insurance

The Sub-recipient, its officers and directors, agree to indemnify, defend, and hold harmless the City, its agents, officers, and employees from any and all damages to property or to persons or death of any person or persons, including employees and volunteers of the Sub-recipient, and will defend, indemnify, save harmless the City from any and all claims, demands, suits, actions, or proceedings of any kind or nature, including worker's compensation claims, of or by anyone whomsoever, resulting or arising out of the operations of the Sub-recipient, including operations of subcontractors, and acts or omissions of employees or agents of the Sub-recipient or its subcontractors.

Sub-recipient will procure and maintain, at its cost and expense, amounts of insurance that may be necessary for property protection in connection with the operations of the Sub-recipient's activity. Said insurance will provide for the applicable statutory workmen's compensation liability and public liability insurance in the sum of at least $500,000. Said insurance will be maintained and in full force and effect during the term of the project. The Sub-recipient will also provide evidence of property damage insurance if the funded activity involves physical improvements.

## XVIII. Electronic Signature

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

**IN WITNESS WHEREOF**, the City and the Sub-recipient have executed this agreement on this 15th day of December 2022.

**CITY OF HUNTSVILLE, ALABAMA**

_____
Tommy Battle, Mayor
City of Huntsville, Alabama

ATTEST:

_____
Ken Benion, Clerk Treasurer
City of Huntsville, Alabama

_____
Catholic Center for Concern
An Alabama Non-Profit Corporation

By**:** Its President

Attest:

_____
Catholic Center of Concern
An Alabama Non-Profit Corporation

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** 2022-1123

**Department:** Human Resources

**Subject:** **Type of Action:** Approval/Action

Resolution to adjust the salary of certain employee in certain position in assigned department.

Resolution No.

**Does this item need to be published?** **No**

If yes, please list preferred date(s) of publication: _____

**Finance Information: N/A**

**Account Number:** N/A

**City Cost Amount:** $N/A

**Total Cost:** $N/A

**Special Circumstances:N/A**

**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:**

Pending the approval of City Council on December 15th, the necessary adjustments would become effective the pay period beginning, December 26th.

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** TMP-2417

**Department:** Human Resources

**Subject:** **Type of Action:** Approval/Action

Resolution to adjust the salary of certain employee in certain position in assigned department.

Resolution No.

**Does this item need to be published?** **No**

If yes, please list preferred date(s) of publication: _____

**Finance Information: N/A**

**Account Number:** N/A

**City Cost Amount:** $N/A

**Total Cost:** $N/A

**Special Circumstances:N/A**

**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:**
Pending the approval of City Council on December 15th, the necessary adjustments would become effective the pay period beginning, December 26th.

**RESOLUTION NO. 22-_____**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, as follows:

**Section 1.** To provide equitable pay consistent with the City of Huntsville current Classification and Salary Plan, it is necessary that the salary be adjusted for certain employee, as indicated in Attachment A, effective the first pay period following the approval of the City Council.

**Section 2.** The anniversary date for certain employee, as indicated in Attachment A, shall remain the same for future step increases to provide equitable pay as a result of the adjustment.

**ADOPTED** this the _____ day of _____, 2022.

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

**APPROVED** this the _____ day of _____, 2022.

_____
Mayor of the City of Huntsville, Alabama

**RESOLUTION NO. 22-_____**

**ATTACHMENT A**

William L. Cordonis, PWS Safety/Training Superintendent, who is currently classified at Salary Grade 17, Step 6, is hereby adjusted to Salary Grade 17, Step 11.

308 Fountain Circle
Huntsville, AL 35801

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** 2022-1124

**Department: Huntsville Fire and Rescue**

**Subject:** **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and TargetSolutions Learning, LLC, d/b/a Vector Solutions.

Resolution No.

**Finance Information:**

**Account Number:** 1000-17-17100-515250-00000000

**City Cost Amount:** $42,141.50/2022-2023

**Total Cost:** $42,141.50

**Special Circumstances:**

**Grant Funded:** NA

**Grant Title - CFDA or granting Agency:** NA

**Resolution #:** NA

**Location: NA**

**Address:** NA
**District:** District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

**Additional Comments:**

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** TMP-2126

**Department: Huntsville Fire and Rescue**

**Subject:** **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and TargetSolutions Learning, LLC d/b/a Vector Solutions.

Resolution No.

**Finance Information:**

**Account Number:** 1000-17-17100-515250-00000000

**City Cost Amount:** $42,141.50/2022-2023

**Total Cost:** $42,141.50

**Special Circumstances:**

**Grant Funded:** NA

**Grant Title - CFDA or granting Agency:** NA

**Resolution #:** NA

**Location: NA**

**Address:** NA
**District:** District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

**Additional Comments:**

**RESOLUTION NO. 22-** _____

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor is hereby authorized to enter into an Agreement by and between the City of Huntsville, a municipal corporation in the State of Alabama, and TargetSolutions Learning LLC d/b/a Vector Solutions, for software as a service agreement for a Fire Department Training Management solution. Said Agreement is substantially in words and figures similar to the certain document attached hereto and identified as "Agreement between the City of Huntsville and TargetSolutions Learning LLC, d/b/a Vector Solutions" consisting of five (5) pages plus three (3) additional pages consisting of Schedule A and the date of December 15, 2022 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and 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 15th day of December, 2022.

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

**APPROVED** this the 15th day of December, 2022.

_____
Mayor of the City of Huntsville,
Alabama

# Agreement between the City of Huntsville and TargetSolutions LLC d/b/a Vector Solutions.

## VECTOR SOLUTIONS PUBLIC SECTOR SOFTWARE AS A SERVICE AGREEMENT

This Vector Solutions Software as a Service Agreement (the "Agreement"), effective as of the date noted in the attached Schedule A (the "Effective Date"), is by and between **TargetSolutions Learning, LLC, d/b/a Vector Solutions**, ("We/Us"") a Delaware limited liability company, and the undersigned customer ("You/Your"), (each a "Party" or "Parties) and governs the purchase and ongoing use of the Services described in this Agreement.

### GENERAL TERMS AND CONDITIONS

1. **SERVICES.** We shall provide the following Software as a Service ("**Services**"):

1.1. Access and Use. We grant You a non-exclusive, non-transferable revocable authorization to remotely access and use the software as a service offering identified in Schedule A (the "**Services**") and, unless prohibited by law, We will provide access to any persons You designate for use as described in these terms and conditions. For clarification, We authorize access and use on a "one user per one authorization basis" and once granted, You are not allowed to transfer authorizations to other users. Your ability to use the Services may be affected by minimum system requirements or other factors, such as Your Internet connection.

1.2. Availability. We will use commercially reasonable efforts to provide access to and use of the Services twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages, and other outages beyond our control.

1.3. Help Desk. We will assist You as needed on issues relating to usage via e-mail, and a toll-free Help Desk five (5) days per week, at scheduled hours, currently 8:00am to 6:00 pm Eastern Time, Monday-Friday or https://support.vectorsolutions.com/s/contactsupport

1.4. Upgrades and Updates. We reserve the right, in our discretion, to make updates or upgrades to the Services that are necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of the Services; (ii) the competitive strength of or market for the Services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable law. For no additional charge, You will receive access to any general upgrades and updates to the Services which We make generally available to our other customers. All updates and upgrades to the Services are subject to these terms and conditions.

1.5 Additional Services. From time to time, the Parties may decide in their discretion to add additional Services, subject to the Parties' execution of one or more change forms which shall be substantially in the form of the Schedule A and shall incorporate these terms and conditions by reference. Each individual Schedule A shall have its own service term.

2. **YOUR RESPONSIBILITIES AND USE RESTRICTIONS.**

2.1. Compliance. You shall be responsible for all Users' compliance with this Agreement and shall use commercially reasonable efforts to prevent unauthorized access to or use of the Services. You shall comply with all applicable laws, standards, and regulations and will not use the Services in a manner not specified or permitted by Us.

2.2. Identify Named Users. A "**Named User**" is defined as Your employees, consultants, contractors, and agents You authorize to access and use the Services You are purchasing during each contract year ("Term") of the Agreement.

2.2.1. You will be responsible for the following: (a) cause each of Your Named Users to complete a unique profile if not created by Vector Solutions on their behalf; and (b) timely maintain a user database by adding a unique profile for each new Named User. Due to licensing and data retention requirements, Named Users may not be removed from our system unless required by law. You will be responsible for identifying Named Users from time to time during the Term of this Agreement through available system capabilities.

2.3. Future Functionality. You agree that Your purchases are not contingent on Our delivery of any future functionality or features. You are not relying on any comments regarding future functionality or features.

3. **FEES AND PAYMENTS.**

3.1. Fees and Payment. You will pay for the Services in accordance with the payment terms, frequency, and fee schedule in Schedule A attached to this Agreement. All fees collected by Us under this Agreement are fully earned when due and when paid, except if You terminate this Agreement for cause as described in Section 5.2.

3.2. Due Date. All fees due under this Agreement must be paid in United States Dollars or Canadian Dollars or as specified in Schedule A as applicable to Your location. We will invoice You in advance and all undisputed invoices are due and payable on the due date specified in Schedule A.

3.3. Suspension of Service. If You do not make an undisputed payment on time, We may suspend Your or Your Named Users' access to the Services without further notice until all overdue payments are paid in full. Our suspension of Your use of the Services or termination of the Agreement for Your violation of the terms of this Agreement will not change Your obligation to pay any and all payments due for the applicable Term.

President of the City Council of
the City of Huntsville, Alabama
Date: December 1st, 2022

3.3.1. We may also suspend, terminate, or otherwise deny Your access or any Named User's access to or use of all or any part of the Services, without incurring any liability to You, if: (a) We receive a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Us to do so; or (b) We believe, in good faith and reasonable discretion, that: (i) You or any Named User, have failed to comply with any term of this Agreement, or accessed or used the Services beyond the scope of the rights granted, or for a purpose not authorized under this Agreement; or (ii) Your use of the Services causes a direct or indirect threat to our network function or integrity, or to Our other customers' ability to access and use the Services; or (iii) You or any Named User, are or have been involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (iv) this Agreement expires or is terminated. This Section 3.3 does not limit any of Our other rights or remedies under this Agreement.

3.4. Taxes. All fees under this Agreement exclude all sales, use, value-added taxes, and other taxes and government charges, whether Federal, State, or foreign, and You will be responsible for payment of all such taxes (other than taxes based on our income), fees, duties, and charges, and any related penalties and interest, arising from the payment of any and all fees under this Agreement including the access to or performance of the Services hereunder. If We have a legal obligation to pay or collect taxes for which You are responsible under the Agreement, then then We will invoice, and You will pay the appropriate amount unless You claim tax exempt status for amounts due under this Agreement and provide Us with a valid tax exemption certificate (authorized by the applicable governmental authority) promptly upon execution of this Agreement. If any taxes shall be required by law to be deducted or withheld from any fee payable hereunder by You to Us, You shall, after making the required deduction or withholding, increase such fee payable as may be necessary to ensure that We shall receive an amount equal to the fee We would have received had no such deduction or withholding been made.

4. **INTELLECTUAL PROPERTY RIGHTS.**

4.1. We alone (and our licensors, where applicable) shall own all rights, title, and interest in and to our software, website and technology, the course content (if any), and the Services We provide, including all documentation associated with the Services. If You provide any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by You (collectively "**Feedback**"), We may use such Feedback to improve the Services without charge, royalties, or other obligation to You, and Our use of Your Feedback does not give You any property rights to the Services.

The Vector Solutions name and logo are trademarks of Vector Solutions, and no right or license is granted to You to use them. You shall own all rights, title, and interest in and to Your added software, Your content, and information collected from Your content pages ("**Your Data**"). You shall have no rights in or to any other data collected that is not affiliated with You. Your content, email addresses, and personal information of Your Named Users or Your EHS Active Employees You entered into the database, or any of Your customers or users is Your sole property. We will not, at any time, redistribute, share, or sell any of Your email addresses, email server domain names, customer names, or personal information. Course content that You purchase from third-party course providers and access through our LMS will require the sharing of certain user information with Us in order for Us to properly track and report usage.

4.2. You recognize that We regard the software We have developed to deliver the Services as our proprietary information and as confidential trade secrets of great value. You agree not to provide or to otherwise make available in any form the software or Services, or any portion thereof, to any person other than Your Named Users without our prior written consent. You further agree to treat the Services with at least the same degree of care with which You treat Your own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Services.

4.2.1 Except as otherwise agreed in writing or to the extent necessary for You to use the Services in accordance with this Agreement, You are not allowed to: (a) copy the course content in whole or in part; (b) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content in whole or in part; (c) embed the course content into other products; (d) use any of our trademarks, service marks, domain names, logos, or other identifiers or any of our third party suppliers; (e) reverse engineer, decompile, disassemble, or access the source code of any of our Services or software, (f) use the software or Services for any purpose that is unlawful; (g) alter or tamper with the Services and/or associated documentation in any way; (h) attempt to defeat any security measures that We may take to protect the confidentiality and proprietary nature of the Services; (i) remove, obscure, conceal, or alter any marking or notice of proprietary rights that may appear on or in the Services and/or associated documentation; or (j) except as permitted by this Agreement, knowingly allow any individual or entity under Your control to access Services without authorization under this Agreement for such access.

4.3. We acknowledge that You alone shall own all rights, title, and interest in and to Your name, trademarks, or logos, and this Agreement does not give Us any rights of ownership to the same.

5. **TERM, TERMINATION, AND NOTICE.**

5.1 Term. The term of this Agreement will start on the Effective Date, and will remain in full force and effect for the initial term (the "**Initial Term**") indicated in Schedule A. Upon expiration or early termination of this Agreement by either Party as described below in Section 5.2 (Termination for Cause) or for any reason, You shall immediately discontinue all use of the Services and documentation, and You acknowledge that We will terminate Your ability to access the Services. Notwithstanding, access to the Services may remain active for thirty (30) days solely for purpose of our record keeping (the "**Expiration Period**"). If You continue to access or use the Services following the Expiration Period, then Your continued use will renew the Agreement under the same terms and conditions, subject to any annual price adjustments.

5.2 Termination for Cause. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party materially breaches this Agreement, and that breach is incapable of cure, or with respect to a material breach capable of cure, and the Defaulting Party does not cure the breach within thirty (30) days after receipt of written notice of the breach. If You terminate this Agreement due to Our material breach, then We will return an amount equal to the pro-rated fees already paid for the balance of the term as of the date of termination as Your only remedy.

5.3 Termination for Convenience. Either Party shall have the option, in their sole discretion, to terminate this Agreement, at any time during the Term hereof, for convenience and without cause by giving thirty (30) days written notice of termination. Notwithstanding a termination under this provision, We shall continue to honor any nonrefundable annual subscription for Services You have acquired and have fully paid for under the Agreement.

5.4. Notice. All required notices by either Party shall be given by email, personal delivery (including reputable courier service), fees prepaid, or by sending the notice by registered or certified mail return receipt requested, postage prepaid, and addressed as set forth in Schedule A. Such notices shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Notices and other communications sent by e-mail shall be deemed received upon the sender's receipt of an acknowledgment from the recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment). Either Party, by written notice to the other as described above, may alter its address for written notices.

**6. MUTUAL WARRANTIES AND DISCLAIMER.**

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the acceptance of this Agreement has been duly authorized by all necessary corporate or organizational action ; and (d) when executed and delivered by both Parties, this Agreement will constitute the legal, valid, and binding obligation of each Party, enforceable against each Party in accordance with its terms.

6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WE DO NOT WARRANT THAT THE USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. THE SERVICES AND ASSOCIATED DOCUMENTATION ARE PROVIDED "AS IS," AND WE PROVIDE NO OTHER EXPRESS, IMPLIED, STATUTORY, OR OTHER WARRANTIES REGARDING THE SERVICES OR ASSOCIATED DOCUMENTATION.

6.3. Disclaimer of Third-Party Content. If You upload third-party content to our platform or Services, the third- party content providers are responsible for ensuring their content is accurate and compliant with national and international laws. We are not and shall not be held responsible or liable for any third-party content You provide or Your use of that third-party content. THERE IS NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THIRD PARTY CONTENT ACCESSIBLE THROUGH THE SERVICES.

6.4 None of our employees, marketing partners, resellers, or agents are authorized to make any warranty other than the Warranties stated in this Agreement. The provisions in any specification, brochure, or chart are descriptive only and are not warranties.

**7. LIMITATION OF LIABILITY. EXCEPT FOR CLAIMS RELATED TO VIOLATION OF INTELLECTUAL PROPERTY RIGHTS, GROSS NEGLIGENCE, FRAUD, OR WILFULL MISCONDUCT, (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ANY AFFILIATE, THIRD-PARTY, OR YOUR USERS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND (B) IF YOU HAVE ANY BASIS FOR RECOVERING DAMAGES (INCLUDING FOR BREACH OF THIS AGREEMENT), YOU AGREE THAT YOUR EXCLUSIVE REMEDY WILL BE TO RECOVER DIRECT DAMAGES FROM US, UP TO AN AMOUNT EQUAL TO TWO TIMES (2X) THE TOTAL FEES ALREADY PAID TO US FOR THE PRECEDING TWELVE (12) MONTHS.**

7.1.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE TO YOU, ANY AFFILIATE, ANY THIRD PARTY OR YOUR USERS FOR ANY CLAIM, CAUSE OF ACTION, DEMAND, LIABILITY, DAMAGES, AWARDS, FINES, OR OTHERWISE, ARISING OUT OF OR RELATING TO PERSONAL INJURY, DEATH, OR OTHER HARM CAUSED FROM USE OF OR RELIANCE ON THE CONTENT OF THE COURSES OR SERVICES. YOU, YOUR AFFILIATES, EMPLOYEES, CONTRACTORS, AGENTS, USERS, AND REPRESENTATIVES RELY ON THE CONTENT OF THE COURSES AND SERVICES AT YOUR OWN RISK.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES SO, SOLELY TO THE EXTENT SUCH LAW APPLIES TO YOU, THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

**8. OBLIGATIONS OF BOTH PARTIES.**

8.1. Our Obligation to You. We shall indemnify and hold You harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, course, or intellectual property We provide or upload to our platform infringes or violates any intellectual property right of any person.

8.2. Your Obligation to Us. To the extent authorized by Alabama state law and subject to the limitations of liability for municipal corporations in Alabama law,, You shall indemnify and hold Us harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, courses, or intellectual property You provide or upload to our platform infringes or violates any intellectual property right of any person.

**9. CONFIDENTIALITY.**

9.1. Each Party may from time to time disclose to the other Party "Confidential Information" which shall mean and include the Services (including without limitation all courses accessed through the Services), all documentation associated with the Services, software code (include source and object code), marketing plans, technical information, product development plans, research, trade secrets, know-how, ideas, designs, drawings, specifications, techniques, programs, systems, and processes.

9.2. Confidential Information does not include: (a) information generally available to or known to the public through no fault of the receiving Party; (b) information known to the recipient prior to the Effective Date of the Agreement; (c) information independently developed by the recipient outside the scope of this Agreement and without the use of or reliance on the disclosing Party's Confidential Information; or (d) information lawfully disclosed by a third party. The obligations set forth in this Section shall survive termination of this Agreement.

9.3. Each Party agrees that it shall not disclose the Confidential Information of the other to any third party without the express written consent of the other Party, that it shall take reasonable measures to prevent any unauthorized disclosure by its employees, agents, contractors or consultants, that it shall not make use of any such Confidential Information other than for performance of this Agreement, and that it shall use at least the same degree of care to avoid disclosure of Confidential Information as it uses with respect to its own Confidential Information.

9.4. The confidentiality obligations imposed by this Agreement shall not apply to information required to be disclosed by compulsory judicial or administrative process or by law or regulation, provided that the receiving Party shall (if permitted) notify the disclosing Party of the required disclosure, shall use reasonable measures to protect the confidentiality of the Confidential Information disclosed, and shall only disclose as much Confidential Information as is required to be disclosed by the judicial or administrative process, law, or regulation.

**10. MISCELLANEOUS.**

10.1. Assignment. Neither Party may freely assign or transfer any or all of its rights without the other Party's consent, except to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided however You shall not assign this Agreement to our direct competitors.

10.2. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the laws of the state of Alabama without regard to the state's or local laws conflicts of laws provisions. If You are purchasing goods under this Agreement, the Parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods shall not apply to this Agreement.

10.3. Export Regulations. All Content and Services and technical data delivered under this Agreement are subject to applicable US and Canadian laws and may be subject to export and import regulations in other countries. Both Parties agree to comply strictly with all such laws and regulations and You knowledge that You are responsible for obtaining such licenses to export, re-export, or import as may be required after delivery.

10.4. Force Majeure. In no event will either Party be liable or responsible to the other Party or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments) when and to the extent such failure or delay in performing is due to, or arising out of, any circumstances beyond such Party's control (a **"Force Majeure Event"**), including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws, regulations, or shutdown, national or regional shortage of adequate power or telecommunications, or other restraints.

10.5. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the Parties.

10.6. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect, but the remainder of this Agreement shall continue in full force and effect.

10.7. Survival. All provisions of this Agreement (including without limitation those pertaining to confidential information, intellectual property ownership, and limitations of liability) that would reasonably be expected to survive expiration or early termination of this Agreement will do so.

10.8. No Third-Party Beneficiaries. The Parties do not intend to confer any right or remedy on any third party under this Agreement.

10.9. Purchase Orders. You may issue a purchase order if required by Your company or entity and failure to do so does not cancel any obligation You have to Us. If You do issue a purchase order, it will be for Your convenience only. You agree that the terms and conditions of this Agreement shall control. Any terms or conditions included in a purchase order or similar document You issue that conflict with the terms and conditions of this Agreement will not apply to or govern the transaction resulting from Your purchase order.

10.10. Data Processing Agreement. If applicable, the parties shall negotiate in good faith and enter into any further data processing or transfer agreement, including any standard contractual clauses for transfers of data outside of the country where the personal data originates, as may be required to comply with applicable laws, rules and regulations regarding the collection, storage, transfer, use, retention and other processing of personal data.

10.11. Entire Agreement. This Agreement and Schedule A represent the entire understanding and agreement between the Parties, and supersedes all other negotiations, proposals, understandings, and representations (written or oral) made by and between You and Us. You acknowledge and agree that the terms of this Agreement are incorporated in, and are a part of, each purchase order, change order, or Schedule related to our provision of Services. This Agreement prevails over any additional or conflicting terms or conditions in any Customer purchase orders, online procurement terms, or other non-negotiated forms relating to the Services or this Agreement hereto even if dated later than the effective date of this Agreement.

**SERVICE SPECIFIC TERMS AND CONDITIONS**

The Parties have executed this Agreement by their authorized representatives as of the last date set forth below.

| | |
|---|---|
| TargetSolutions, LLC d/b/a Vector Solutions<br>4890 W. Kennedy Blvd., Suite 300<br>Tampa, FL 33609 | City of Huntsville (AL)<br>308 Fountain Circle<br>Huntsville, AL 35801 |
| By: Brandi Howe | By: _____ |
| Printed Name: Brandi Howe | Printed Name: |
| Title: Senior Director of Renewal Management | Title: |
| Date: 12/6/2022 | Date: _____ |

VectorSolutions

**Quote ID**
Q-192116

**Valid Until**
Saturday, July 9, 2022

**Contact Name**
Jackie DeLuca

## TargetSolutions Learning, LLC Agreement
## Schedule A

**Date**: Wednesday, September 21, 2022

**Client Information**

| | |
|---|---|
| **Client Name:** City of Huntsville (AL) | |
| **Address:**<br>308 Fountain Circle<br>Huntsville, AL 35801 | |
| **Primary Contact Name:** Walter McGehee | **Primary Contact Phone:** (256) 427-7160 |

**Agreement Term**

| | |
|---|---|
| **Effective Date:** 12/15/2022 | **Initial Term:** 36 months |

**Invoicing Contact Information** (Please fill in missing information)

| | | |
|---|---|---|
| **Billing Contact Name:** Leslie Easter | | |
| **Billing Address:**<br>308 Fountain Circle<br>Huntsville, Alabama 35801 | | **Billing Phone:** (256) 427-5053<br>**Billing Email:** lesley.easter@huntsvilleal.gov |
| **PO#:** | **Billing Frequency:** Annual | **Payment Terms:** Net 30 |

**Annual Fee(s) 12.15.2022 – 12.14.2023**

| Product Code | Product | Description | Minimum Annual Commitment | Price | Sub Total |
|---|---|---|---|---|---|
| TSPREMIER | Vector LMS, TargetSolutions Edition Premier Membership | Training management for public entities and professionals | 450 | $92.77 | $41,746.50 |
| TSMAINTFEES | Vector LMS, TargetSolutions Edition - Maintenance Fee | Annual maintenance of Vector LMS, TargetSolutions Edition | 1 | $395.00 | $395.00 |

Annual Total $42,141.50

## Annual Fee(s) 12.15.2023 – 12.14.2024

| Product Code | Product | Description | Minimum Annual Commitment | Price | Sub Total |
|---|---|---|---|---|---|
| TSPREMIER | Vector LMS, TargetSolutions Edition Premier Membership | Training management for public entities and professionals | 450 | $97.41 | $43,834.50 |
| TSMAINTFEES | Vector LMS, TargetSolutions Edition - Maintenance Fee | Annual maintenance of Vector LMS, TargetSolutions Edition | 1 | $395.00 | $395.00 |

Annual Tota $44,229.50

## Annual Fee(s) 12.15.2024 – 12.14.2025

| Product Code | Product | Description | Minimum Annual Commitment | Price | Sub Total |
|---|---|---|---|---|---|
| TSPREMIER | Vector LMS, TargetSolutions Edition Premier Membership | Training management for public entities and professionals | 450 | $102.28 | $46,026.00 |
| TSMAINTFEES | Vector LMS, TargetSolutions Edition - Maintenance Fee | Annual maintenance of Vector LMS, TargetSolutions Edition | 1 | $395.00 | $395.00 |

Annual Total $46,421.00

**Grand Total: $132,792.00**

*Please note this is not an invoice. An invoice will be sent within fourteen (14) business days.*

Additional Terms and Conditions.

The following are in addition to the Client Agreement General Terms and Conditions.

1. Additional Named Users added after the Effective Date will be invoiced at the full per Named User fee. Such additional Named Users shall become part of the Minimum Annual Commitment for subsequent years, on the anniversary date of each contract year or upon renewals under the Agreement.
2. You agree to pay for the number of Named Users using or licensed to access the Services in a given contract year. Subject to the Minimum Annual Commitment, Changes in Named User counts will be reflected in the annual contract amount from that period forward for all Users.
3. Subject to the above Minimum Annual Commitment, annual fees for your use of the Services will be based upon the number of Named Users in a given contract year.
4. Named Users deactivated in a given contract year will not count towards the total number of Named Users in the year following such deactivation, unless reactivated.
5. Fees, both during the Initial Term, as well as any Renewal Terms, shall be increased by 5.0% per contract year. Changes in Named User counts will be reflected in the annual contract amount from that period forward for all Users.
6. All undisputed invoices are due and payable Net 30 days after invoice date ("Due Date"). Any fees unpaid for more than 10 days past the Due Date shall bear interest at 1.5% per month or the highest applicable rate permitted by law.
7. **RENEWAL. UPON EXPIRATION OF THE ABOVE INITIAL TERM, THIS AGREEMENT MAY BE RENEWED UPON THE MUTUAL AGREEMENT OF THE PARTIES. UNLESS NOTICE IS GIVEN BY EITHER PARTY OF ITS INTENT TO TERMINATE THE AGREEMENT AT LEAST THIRTY (30) DAYS PRIOR TO THE SCHEDULED TERMINATION DATE.**

**Address for Notices:**

4890 W. Kennedy Blvd., Suite 300
Tampa, FL 33609

308 Fountain Circle
Huntsville, AL 35801

## VECTOR SOLUTIONS PUBLIC SECTOR SOFTWARE AS A SERVICE AGREEMENT

This Vector Solutions Software as a Service Agreement (the "Agreement"), effective as of the date noted in the attached Schedule A (the "Effective Date"), is by and between **TargetSolutions Learning, LLC, d/b/a Vector Solutions**, ("We/Us"") a Delaware limited liability company, and the undersigned customer ("You/Your"), (each a "Party" or "Parties) and governs the purchase and ongoing use of the Services described in this Agreement.

### GENERAL TERMS AND CONDITIONS

1. **SERVICES.** We shall provide the following Software as a Service ("**Services**"):

1.1. Access and Use. We grant You a non-exclusive, non-transferable revocable authorization to remotely access and use the software as a service offering identified in Schedule A (the "**Services**") and, unless prohibited by law, We will provide access to any persons You designate for use as described in these terms and conditions. For clarification, We authorize access and use on a "one user per one authorization basis" and once granted, You are not allowed to transfer authorizations to other users. Your ability to use the Services may be affected by minimum system requirements or other factors, such as Your Internet connection.

1.2. Availability. We will use commercially reasonable efforts to provide access to and use of the Services twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages, and other outages beyond our control.

1.3. Help Desk. We will assist You as needed on issues relating to usage via e-mail, and a toll-free Help Desk five (5) days per week, at scheduled hours, currently 8:00am to 6:00 pm Eastern Time, Monday-Friday or https://support.vectorsolutions.com/s/contactsupport

1.4. Upgrades and Updates. We reserve the right, in our discretion, to make updates or upgrades to the Services that are necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of the Services; (ii) the competitive strength of or market for the Services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable law. For no additional charge, You will receive access to any general upgrades and updates to the Services which We make generally available to our other customers. All updates and upgrades to the Services are subject to these terms and conditions.

1.5 Additional Services. From time to time, the Parties may decide in their discretion to add additional Services, subject to the Parties' execution of one or more change forms which shall be substantially in the form of the Schedule A and shall incorporate these terms and conditions by reference. Each individual Schedule A shall have its own service term.

2. **YOUR RESPONSIBILITIES AND USE RESTRICTIONS.**

2.1. Compliance. You shall be responsible for all Users' compliance with this Agreement and shall use commercially reasonable efforts to prevent unauthorized access to or use of the Services. You shall comply with all applicable laws, standards, and regulations and will not use the Services in a manner not specified or permitted by Us.

2.2. Identify Named Users. A "**Named User**" is defined as Your employees, consultants, contractors, and agents You authorize to access and use the Services You are purchasing during each contract year ("Term") of the Agreement.

2.2.1. You will be responsible for the following: (a) cause each of Your Named Users to complete a unique profile if not created by Vector Solutions on their behalf; and (b) timely maintain a user database by adding a unique profile for each new Named User. Due to licensing and data retention requirements, Named Users may not be removed from our system unless required by law. You will be responsible for identifying Named Users from time to time during the Term of this Agreement through available system capabilities.

2.3. Future Functionality. You agree that Your purchases are not contingent on Our delivery of any future functionality or features. You are not relying on any comments regarding future functionality or features.

3. **FEES AND PAYMENTS.**

3.1. Fees and Payment. You will pay for the Services in accordance with the payment terms, frequency, and fee schedule in Schedule A attached to this Agreement. All fees collected by Us under this Agreement are fully earned when due and when paid, except if You terminate this Agreement for cause as described in Section 5.2.

3.2. Due Date. All fees due under this Agreement must be paid in United States Dollars or Canadian Dollars or as specified in Schedule A as applicable to Your location. We will invoice You in advance and all undisputed invoices are due and payable on the due date specified in Schedule A.

3.3. Suspension of Service. If You do not make an undisputed payment on time, We may suspend Your or Your Named Users' access to the Services without further notice until all overdue payments are paid in full. Our suspension of Your use of the Services or termination of the Agreement for Your violation of the terms of this Agreement will not change Your obligation to pay any and all payments due for the applicable Term.

President of the City Council of
the City of Huntsville, Alabama
Date: December 1st, 2022

3.3.1. We may also suspend, terminate, or otherwise deny Your access or any Named User's access to or use of all or any part of the Services, without incurring any liability to You, if: (a) We receive a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Us to do so; or (b) We believe, in good faith and reasonable discretion, that: (i) You or any Named User, have failed to comply with any term of this Agreement, or accessed or used the Services beyond the scope of the rights granted, or for a purpose not authorized under this Agreement; or (ii) Your use of the Services causes a direct or indirect threat to our network function or integrity, or to Our other customers' ability to access and use the Services; or (iii) You or any Named User, are or have been involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (iv) this Agreement expires or is terminated. This Section 3.3 does not limit any of Our other rights or remedies under this Agreement.

3.4. Taxes. All fees under this Agreement exclude all sales, use, value-added taxes, and other taxes and government charges, whether Federal, State, or foreign, and You will be responsible for payment of all such taxes (other than taxes based on our income), fees, duties, and charges, and any related penalties and interest, arising from the payment of any and all fees under this Agreement including the access to or performance of the Services hereunder. If We have a legal obligation to pay or collect taxes for which You are responsible under the Agreement, then then We will invoice, and You will pay the appropriate amount unless You claim tax exempt status for amounts due under this Agreement and provide Us with a valid tax exemption certificate (authorized by the applicable governmental authority) promptly upon execution of this Agreement. If any taxes shall be required by law to be deducted or withheld from any fee payable hereunder by You to Us, You shall, after making the required deduction or withholding, increase such fee payable as may be necessary to ensure that We shall receive an amount equal to the fee We would have received had no such deduction or withholding been made.

4. **INTELLECTUAL PROPERTY RIGHTS.**

4.1. We alone (and our licensors, where applicable) shall own all rights, title, and interest in and to our software, website and technology, the course content (if any), and the Services We provide, including all documentation associated with the Services. If You provide any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by You (collectively "**Feedback**"), We may use such Feedback to improve the Services without charge, royalties, or other obligation to You, and Our use of Your Feedback does not give You any property rights to the Services.

The Vector Solutions name and logo are trademarks of Vector Solutions, and no right or license is granted to You to use them. You shall own all rights, title, and interest in and to Your added software, Your content, and information collected from Your content pages (**"Your Data"**). You shall have no rights in or to any other data collected that is not affiliated with You. Your content, email addresses, and personal information of Your Named Users or Your EHS Active Employees You entered into the database, or any of Your customers or users is Your sole property. We will not, at any time, redistribute, share, or sell any of Your email addresses, email server domain names, customer names, or personal information. Course content that You purchase from third-party course providers and access through our LMS will require the sharing of certain user information with Us in order for Us to properly track and report usage.

4.2. You recognize that We regard the software We have developed to deliver the Services as our proprietary information and as confidential trade secrets of great value. You agree not to provide or to otherwise make available in any form the software or Services, or any portion thereof, to any person other than Your Named Users without our prior written consent. You further agree to treat the Services with at least the same degree of care with which You treat Your own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Services.

4.2.1 Except as otherwise agreed in writing or to the extent necessary for You to use the Services in accordance with this Agreement, You are not allowed to: (a) copy the course content in whole or in part; (b) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content in whole or in part; (c) embed the course content into other products; (d) use any of our trademarks, service marks, domain names, logos, or other identifiers or any of our third party suppliers; (e) reverse engineer, decompile, disassemble, or access the source code of any of our Services or software, (f) use the software or Services for any purpose that is unlawful; (g) alter or tamper with the Services and/or associated documentation in any way; (h) attempt to defeat any security measures that We may take to protect the confidentiality and proprietary nature of the Services; (i) remove, obscure, conceal, or alter any marking or notice of proprietary rights that may appear on or in the Services and/or associated documentation; or (j) except as permitted by this Agreement, knowingly allow any individual or entity under Your control to access Services without authorization under this Agreement for such access.

4.3. We acknowledge that You alone shall own all rights, title, and interest in and to Your name, trademarks, or logos, and this Agreement does not give Us any rights of ownership to the same.

5. **TERM, TERMINATION, AND NOTICE.**

5.1 Term. The term of this Agreement will start on the Effective Date, and will remain in full force and effect for the initial term (the **"Initial Term"**) indicated in Schedule A. Upon expiration or early termination of this Agreement by either Party as described below in Section 5.2 (Termination for Cause) or for any reason, You shall immediately discontinue all use of the Services and documentation, and You acknowledge that We will terminate Your ability to access the Services. Notwithstanding, access to the Services may remain active for thirty (30) days solely for purpose of our record keeping (the **"Expiration Period"**). If You continue to access or use the Services following the Expiration Period, then Your continued use will renew the Agreement under the same terms and conditions, subject to any annual price adjustments.

5.2 Termination for Cause. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party materially breaches this Agreement, and that breach is incapable of cure, or with respect to a material breach capable of cure, and the Defaulting Party does not cure the breach within thirty (30) days after receipt of written notice of the breach. If You terminate this Agreement due to Our material breach, then We will return an amount equal to the pro-rated fees already paid for the balance of the term as of the date of termination as Your only remedy.

5.3 Termination for Convenience. Either Party shall have the option, in their sole discretion, to terminate this Agreement, at any time during the Term hereof, for convenience and without cause by giving thirty (30) days written notice of termination. Notwithstanding a termination under this provision, We shall continue to honor any nonrefundable annual subscription for Services You have acquired and have fully paid for under the Agreement.

5.4. Notice. All required notices by either Party shall be given by email, personal delivery (including reputable courier service), fees prepaid, or by sending the notice by registered or certified mail return receipt requested, postage prepaid, and addressed as set forth in Schedule A. Such notices shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Notices and other communications sent by e-mail shall be deemed received upon the sender's receipt of an acknowledgment from the recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment). Either Party, by written notice to the other as described above, may alter its address for written notices.

6. **MUTUAL WARRANTIES AND DISCLAIMER.**

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the acceptance of this Agreement has been duly authorized by all necessary corporate or organizational action; and (d) when executed and delivered by both Parties, this Agreement will constitute the legal, valid, and binding obligation of each Party, enforceable against each Party in accordance with its terms.

6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WE DO NOT WARRANT THAT THE USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. THE SERVICES AND ASSOCIATED DOCUMENTATION ARE PROVIDED "AS IS," AND WE PROVIDE NO OTHER EXPRESS, IMPLIED, STATUTORY, OR OTHER WARRANTIES REGARDING THE SERVICES OR ASSOCIATED DOCUMENTATION.

6.3. Disclaimer of Third-Party Content. If You upload third-party content to our platform or Services, the third- party content providers are responsible for ensuring their content is accurate and compliant with national and international laws. We are not and shall not be held responsible or liable for any third-party content You provide or Your use of that third-party content. THERE IS NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THIRD PARTY CONTENT ACCESSIBLE THROUGH THE SERVICES.

6.4 None of our employees, marketing partners, resellers, or agents are authorized to make any warranty other than the Warranties stated in this Agreement. The provisions in any specification, brochure, or chart are descriptive only and are not warranties.

7. **LIMITATION OF LIABILITY. EXCEPT FOR CLAIMS RELATED TO VIOLATION OF INTELLECTUAL PROPERTY RIGHTS, GROSS NEGLIGENCE, FRAUD, OR WILFULL MISCONDUCT, (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ANY AFFILIATE, THIRD-PARTY, OR YOUR USERS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND (B) IF YOU HAVE ANY BASIS FOR RECOVERING DAMAGES (INCLUDING FOR BREACH OF THIS AGREEMENT), YOU AGREE THAT YOUR EXCLUSIVE REMEDY WILL BE TO RECOVER DIRECT DAMAGES FROM US, UP TO AN AMOUNT EQUAL TO TWO TIMES (2X) THE TOTAL FEES ALREADY PAID TO US FOR THE PRECEDING TWELVE (12) MONTHS.**

7.1.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE TO YOU, ANY AFFILIATE, ANY THIRD PARTY OR YOUR USERS FOR ANY CLAIM, CAUSE OF ACTION, DEMAND, LIABILITY, DAMAGES, AWARDS, FINES, OR OTHERWISE, ARISING OUT OF OR RELATING TO PERSONAL INJURY, DEATH, OR OTHER HARM CAUSED FROM USE OF OR RELIANCE ON THE CONTENT OF THE COURSES OR SERVICES. YOU, YOUR AFFILIATES, EMPLOYEES, CONTRACTORS, AGENTS, USERS, AND REPRESENTATIVES RELY ON THE CONTENT OF THE COURSES AND SERVICES AT YOUR OWN RISK.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES SO, SOLELY TO THE EXTENT SUCH LAW APPLIES TO YOU, THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

8. **OBLIGATIONS OF BOTH PARTIES.**

8.1. Our Obligation to You. We shall indemnify and hold You harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, course, or intellectual property We provide or upload to our platform infringes or violates any intellectual property right of any person.

8.2. Your Obligation to Us. To the extent authorized by Alabama state law and subject to the limitations of liability for municipal corporations in Alabama law,, You shall indemnify and hold Us harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, courses, or intellectual property You provide or upload to our platform infringes or violates any intellectual property right of any person.

9. **CONFIDENTIALITY.**

9.1. Each Party may from time to time disclose to the other Party "Confidential Information" which shall mean and include the Services (including without limitation all courses accessed through the Services), all documentation associated with the Services, software code (include source and object code), marketing plans, technical information, product development plans, research, trade secrets, know-how, ideas, designs, drawings, specifications, techniques, programs, systems, and processes.

9.2. Confidential Information does not include: (a) information generally available to or known to the public through no fault of the receiving Party; (b) information known to the recipient prior to the Effective Date of the Agreement; (c) information independently developed by the recipient outside the scope of this Agreement and without the use of or reliance on the disclosing Party's Confidential Information; or (d) information lawfully disclosed by a third party. The obligations set forth in this Section shall survive termination of this Agreement.

9.3. Each Party agrees that it shall not disclose the Confidential Information of the other to any third party without the express written consent of the other Party, that it shall take reasonable measures to prevent any unauthorized disclosure by its employees, agents, contractors or consultants, that it shall not make use of any such Confidential Information other than for performance of this Agreement, and that it shall use at least the same degree of care to avoid disclosure of Confidential Information as it uses with respect to its own Confidential Information.

9.4. The confidentiality obligations imposed by this Agreement shall not apply to information required to be disclosed by compulsory judicial or administrative process or by law or regulation, provided that the receiving Party shall (if permitted) notify the disclosing Party of the required disclosure, shall use reasonable measures to protect the confidentiality of the Confidential Information disclosed, and shall only disclose as much Confidential Information as is required to be disclosed by the judicial or administrative process, law, or regulation.

10. **MISCELLANEOUS.**

10.1. Assignment. Neither Party may freely assign or transfer any or all of its rights without the other Party's consent, except to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided however You shall not assign this Agreement to our direct competitors.

10.2. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the laws of the state of Alabama without regard to the state's or local laws conflicts of laws provisions. If You are purchasing goods under this Agreement, the Parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods shall not apply to this Agreement.

10.3. Export Regulations. All Content and Services and technical data delivered under this Agreement are subject to applicable US and Canadian laws and may be subject to export and import regulations in other countries. Both Parties agree to comply strictly with all such laws and regulations and You knowledge that You are responsible for obtaining such licenses to export, re-export, or import as may be required after delivery.

10.4. Force Majeure. In no event will either Party be liable or responsible to the other Party or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments) when and to the extent such failure or delay in performing is due to, or arising out of, any circumstances beyond such Party's control (a "**Force Majeure Event**"), including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws, regulations, or shutdown, national or regional shortage of adequate power or telecommunications, or other restraints.

10.5. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the Parties.

10.6. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect, but the remainder of this Agreement shall continue in full force and effect.

10.7. Survival. All provisions of this Agreement (including without limitation those pertaining to confidential information, intellectual property ownership, and limitations of liability) that would reasonably be expected to survive expiration or early termination of this Agreement will do so.

10.8. No Third-Party Beneficiaries. The Parties do not intend to confer any right or remedy on any third party under this Agreement.

10.9. Purchase Orders. You may issue a purchase order if required by Your company or entity and failure to do so does not cancel any obligation You have to Us. If You do issue a purchase order, it will be for Your convenience only. You agree that the terms and conditions of this Agreement shall control. Any terms or conditions included in a purchase order or similar document You issue that conflict with the terms and conditions of this Agreement will not apply to or govern the transaction resulting from Your purchase order.

10.10. Data Processing Agreement. If applicable, the parties shall negotiate in good faith and enter into any further data processing or transfer agreement, including any standard contractual clauses for transfers of data outside of the country where the personal data originates, as may be required to comply with applicable laws, rules and regulations regarding the collection, storage, transfer, use, retention and other processing of personal data.

10.11. Entire Agreement. This Agreement and Schedule A represent the entire understanding and agreement between the Parties, and supersedes all other negotiations, proposals, understandings, and representations (written or oral) made by and between You and Us. You acknowledge and agree that the terms of this Agreement are incorporated in, and are a part of, each purchase order, change order, or Schedule related to our provision of Services. This Agreement prevails over any additional or conflicting terms or conditions in any Customer purchase orders, online procurement terms, or other non-negotiated forms relating to the Services or this Agreement hereto even if dated later than the effective date of this Agreement.

**SERVICE SPECIFIC TERMS AND CONDITIONS**

The Parties have executed this Agreement by their authorized representatives as of the last date set forth below.

| | |
|---|---|
| TargetSolutions, LLC d/b/a Vector Solutions<br>4890 W. Kennedy Blvd., Suite 300<br>Tampa, FL 33609 | City of Huntsville (AL)<br>308 Fountain Circle<br>Huntsville, AL 35801 |
| By: Brandi Howe | By: _____ |
| Printed Name: Brandi Howe | Printed Name: |
| Title: Senior Director of Renewal Management | Title: |
| Date: 12/6/2022 | Date: _____ |

VectorSolutions

**Quote ID**
Q-192116

**Valid Until**
Saturday, July 9, 2022

**Contact Name**
Jackie DeLuca

# TargetSolutions Learning, LLC Agreement
# Schedule A

**Date**: Wednesday, September 21, 2022

## Client Information

| | |
|---|---|
| **Client Name:** City of Huntsville (AL) | |
| **Address:**<br>308 Fountain Circle<br>Huntsville, AL 35801 | |
| **Primary Contact Name:** Walter McGehee | **Primary Contact Phone:** (256) 427-7160 |

## Agreement Term

| | |
|---|---|
| **Effective Date:** 12/15/2022 | **Initial Term:** 36 months |

## Invoicing Contact Information (Please fill in missing information)

| | | |
|---|---|---|
| **Billing Contact Name:** Leslie Easter | | |
| **Billing Address:**<br>308 Fountain Circle<br>Huntsville, Alabama 35801 | **Billing Phone:** (256) 427-5053<br>**Billing Email:** lesley.easter@huntsvilleal.gov | |
| **PO#:** | **Billing Frequency:** Annual | **Payment Terms:** Net 30 |

## Annual Fee(s) 12.15.2022 – 12.14.2023

| Product Code | Product | Description | Minimum Annual Commitment | Price | Sub Total |
|---|---|---|---|---|---|
| TSPREMIER | Vector LMS, TargetSolutions Edition Premier Membership | Training management for public entities and professionals | 450 | $92.77 | $41,746.50 |
| TSMAINTFEES | Vector LMS, TargetSolutions Edition - Maintenance Fee | Annual maintenance of Vector LMS, TargetSolutions Edition | 1 | $395.00 | $395.00 |

Annual Total $42,141.50

## Annual Fee(s) 12.15.2023 – 12.14.2024

| Product Code | Product | Description | Minimum Annual Commitment | Price | Sub Total |
|---|---|---|---|---|---|
| TSPREMIER | Vector LMS, TargetSolutions Edition Premier Membership | Training management for public entities and professionals | 450 | $97.41 | $43,834.50 |
| TSMAINTFEES | Vector LMS, TargetSolutions Edition - Maintenance Fee | Annual maintenance of Vector LMS, TargetSolutions Edition | 1 | $395.00 | $395.00 |

Annual Total $44,229.50

## Annual Fee(s) 12.15.2024 – 12.14.2025

| Product Code | Product | Description | Minimum Annual Commitment | Price | Sub Total |
|---|---|---|---|---|---|
| TSPREMIER | Vector LMS, TargetSolutions Edition Premier Membership | Training management for public entities and professionals | 450 | $102.28 | $46,026.00 |
| TSMAINTFEES | Vector LMS, TargetSolutions Edition - Maintenance Fee | Annual maintenance of Vector LMS, TargetSolutions Edition | 1 | $395.00 | $395.00 |

Annual Total $46,421.00

**Grand Total: $132,792.00**

*Please note this is not an invoice. An invoice will be sent within fourteen (14) business days.*

Additional Terms and Conditions.

The following are in addition to the Client Agreement General Terms and Conditions.

1. Additional Named Users added after the Effective Date will be invoiced at the full per Named User fee. Such additional Named Users shall become part of the Minimum Annual Commitment for subsequent years, on the anniversary date of each contract year or upon renewals under the Agreement.
2. You agree to pay for the number of Named Users using or licensed to access the Services in a given contract year. Subject to the Minimum Annual Commitment, Changes in Named User counts will be reflected in the annual contract amount from that period forward for all Users.
3. Subject to the above Minimum Annual Commitment, annual fees for your use of the Services will be based upon the number of Named Users in a given contract year.
4. Named Users deactivated in a given contract year will not count towards the total number of Named Users in the year following such deactivation, unless reactivated.
5. Fees, both during the Initial Term, as well as any Renewal Terms, shall be increased by 5.0% per contract year. Changes in Named User counts will be reflected in the annual contract amount from that period forward for all Users.
6. All undisputed invoices are due and payable Net 30 days after invoice date ("Due Date"). Any fees unpaid for more than 10 days past the Due Date shall bear interest at 1.5% per month or the highest applicable rate permitted by law.
7. **RENEWAL. UPON EXPIRATION OF THE ABOVE INITIAL TERM, THIS AGREEMENT MAY BE RENEWED UPON THE MUTUAL AGREEMENT OF THE PARTIES. UNLESS NOTICE IS GIVEN BY EITHER PARTY OF ITS INTENT TO TERMINATE THE AGREEMENT AT LEAST THIRTY (30) DAYS PRIOR TO THE SCHEDULED TERMINATION DATE.**

**Address for Notices:**

4890 W. Kennedy Blvd., Suite 300
Tampa, FL 33609

308 Fountain Circle
Huntsville, AL 35801

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** 2022-1125

**Department:** Administration

**Subject:** **Type of Action:** Choose an item.

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Direct Communications for Consulting Services.

Resolution No.

**Does this item need to be published?** **No**

If yes, please list preferred date(s) of publication: _____

**Finance Information:**

**Account Number:** 1000-19-00000-515370-00000000

**City Cost Amount:** 168,000.00

**Total Cost:** 168,000.00

**Special Circumstances:**

**Grant Funded:** N/A

**Grant Title - CFDA or granting Agency:** N/A

**Resolution #:** N/A

**Location:** **(list below)**

**Address:**

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

**Additional Comments:**

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** TMP-2356

**Department:** Administration

**Subject:** **Type of Action:** Choose an item.

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and Direct Communications for Consulting Services.

Resolution No.

**Does this item need to be published?** **No**

If yes, please list preferred date(s) of publication: _____

**Finance Information:**

**Account Number:** 1000-19-00000-515370-00000000

**City Cost Amount:** 168,000.00

**Total Cost:** 168,000.00

**Special Circumstances:**

**Grant Funded:** N/A

**Grant Title - CFDA or granting Agency:** N/A

**Resolution #:** Click or tap here to enter text.

**Location:** **(list below)**

**Address:**

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

**Additional Comments:**

**RESOLUTION NO. 22 - _____**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized on behalf of the City of Huntsville, a Municipal Corporation in the State of Alabama, to enter into an Agreement by and between The City of Huntsville and Direct Communications which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as a Consulting Agreement between the City of Huntsville and Direct Communications consisting of four (4) pages with the date of December 15, 2022 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 15th day of **December 2022.**

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

**APPROVED** this the **15th** day of **December 2022.**

_____
Mayor of the City of Huntsville, Alabama

**AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND DIRECT COMMUNICATIONS**

**THIS AGREEMENT** is made and entered into on this the 1st day of January, 2023, between, Direct Communications, ("DC"), 116 Jefferson Street, Huntsville, Alabama, 35801 and the City of Huntsville, Alabama, a municipal corporation (the "City").

**WHEREAS**, the City is interested in promoting its growth and industrial and economic development and desires to have its interests represented in the legislative and executive branches of the federal and state government, and,

**WHEREAS**, DC has unique experience and expertise in the area of governmental representation before the legislative and executive branches of the federal and state government and is willing to provide certain services to the City.

**NOW, THEREFORE**, in consideration of the wishes of both parties to enter into a mutually beneficial agreement, the parties hereto agree as follows:

1. DC Responsibilities

A. DC, primarily through its representative, Stephen W. Raby, shall represent the growth and economic development interests of the City in the legislative and executive branches of federal and state government, with particular emphasis in the following areas:

1. Assist City in pursuing opportunities that would lead to the growth and development of Department of Defense, NASA, and other related federal activities in Huntsville;

2. Assist City in the preservation and protection of existing Department of Defense, NASA, and other federal operations in Huntsville;

3. Assist City in pursuing additional jobs for Huntsville;

4. Assist City in other related growth and economic development opportunities;

5. Advise City of important events and recommend appropriate action;

_____
President of the City Council
of the City of Huntsville, Alabama
Date: _____

6. Assist City in developing requests and securing funding from State of Alabama for economic development, road and infrastructure projects;

7. Advise and assist City in communications with the State of Alabama and various State Agencies, including Alabama Department of Transportation, relating to transportation, economic development and workforce development; and,

8. Work with Members of the Alabama Legislature to maximize state support for needed projects.

B. DC shall communicate directly with City's Mayor as needed to report on issues covered by the scope of this agreement.

2. City Responsibilities

City shall compensate DC as follows for services rendered under this Agreement:

A. From January 1, 2023, through December 31, 2023, DC shall be paid the total sum of One Hundred Sixty-Eight Thousand Dollars ($168,000.00), payable in Twelve (12) equal monthly installments of Fourteen Thousand Dollars ($14,000) each, beginning on January 15, 2023, with the last such installment due on December 15, 2023.

B. Any and all expenses incurred by DC in performance of its obligations under this contract shall be the sole responsibility of DC. City shall not reimburse DC for any such expenses.

3. Term

This Agreement shall commence on the 1st day of January, 2023, and will continue until the 31st day of December, 3, except that City reserves the right to terminate this agreement, in its sole discretion and without cause, on thirty (30) days notice.

4. Confidentiality

DC understands and acknowledges that it may become privy to certain confidential information as a result of its representation of the City. DC hereby agrees it will not divulge such confidential information, except in accordance with government reporting requirements.

5. Conflict of Interest

DC agrees not to represent, either directly or indirectly, any person or entity concerning issues or legislation which are adverse to the interests of the City, during the term of this Agreement.

6. Reporting Requirements

DC shall comply with all applicable laws, statutes, codes or regulations concerning its activities conducted pursuant to this Agreement.

7. Assignment

DC shall not assign this Agreement without prior written consent of the City.

8. Amendment

DC acknowledges that it may be beneficial to City to modify the scope of this agreement during the term identified hereinabove, and agrees to cooperate with City in providing a scope of services that serves City's best interests in the event that additional economic development opportunities arise which necessitate a modified approach.

9. Integration

This Agreement constitutes the entire agreement between the parties and cannot be altered or amended except in writing and signed by both parties. The rights and obligations of this Agreement shall extend to and be binding upon the parties and their successors and assigns.

**IN WITNESS WHEREOF**, each of the parties hereto has caused this Agreement to be duly executed as of the date and year written below.

THE CITY OF HUNTSVILLE, ALABAMA,
a municipal corporation

By: _____

Tommy Battle
Its: Mayor

ATTEST:

By: _____
Ken Benion
Its: Clerk-Treasurer

DIRECT COMMUNICATIONS

By: _____
Stephen W. Raby

Its: President

ATTEST:

By: _____

Its: _____

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** 2022-1126

**Department:** Administration

**Subject:** **Type of Action:** Choose an item.

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and 535 Group LLC for consulting services.

Resolution No.

**Does this item need to be published?** **No**

If yes, please list preferred date(s) of publication: _____

**Finance Information:**

**Account Number:** 1000-19-00000-515370-00000000

**City Cost Amount:** 108,000.00

**Total Cost:** 108,000.00

**Special Circumstances:**

**Grant Funded:** N/A

**Grant Title - CFDA or granting Agency:** N/A

**Resolution #:** N/A

**Location:** **(list below)**

**Address:**

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

**Additional Comments:**

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** TMP-2357

**Department:** Administration

**Subject:** **Type of Action:** Choose an item.

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and 535 Group LLC for consulting services.

Resolution No.

**Does this item need to be published?** **No**

If yes, please list preferred date(s) of publication: _____

**Finance Information:**

**Account Number:** 1000-19-00000-515370-00000000

**City Cost Amount:** 108,000.00

**Total Cost:** 108,000.00

**Special Circumstances:**

**Grant Funded:** N/A

**Grant Title - CFDA or granting Agency:** N/A

**Resolution #:** N/A

**Location:** **(list below)**

**Address:**

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

**Additional Comments:**

**RESOLUTION NO. 22 - _____**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized on behalf of the City of Huntsville, a Municipal Corporation in the State of Alabama, to enter into an Agreement by and between The City of Huntsville and 535 Group LLC which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as a Consulting Agreement between the City of Huntsville and 535 Group LLC consisting of four (4) pages with the date of December 15, 2022 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 15th day of **December 2022**.

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

**APPROVED** this the **15th** day of **December 2022.**

_____
Mayor of the City of Huntsville, Alabama

535 GROUP LLC

*800 North Capitol Street, NW*
*Suite 800*
*Washington DC 20002*

**AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND 535 Group, LLC**

**THIS AGREEMENT** is made and entered into on this the 1st day of January, 2023 between 535 Group LLC and the City of Huntsville, Alabama, a municipal corporation (the "City").

**WHEREAS**, the City is interested in promoting its growth and industrial and economic development and desires to have its interests represented in the legislative and executive branches of the federal government, and,

**WHEREAS**, 535 Group LLC has unique experience and expertise related to the legislative and executive branches of the federal government, and is willing to provide certain services to the City.

**NOW, THEREFORE**, in consideration of the wishes of both parties to enter into a mutually beneficial agreement, the parties hereto agree as follows:

1. 535 Group LLC Responsibilities

   A. 535 Group LLC, primarily through its representative, Robert "Bud" Cramer, shall provide the following services to the City:

      1. Provide technical and strategic advice to assist City in securing support and funding for transportation infrastructure projects;

      2. Provide technical and strategic advice to the City for the ongoing development of the Plan for Federal Funding for City projects, including transportation infrastructure, water, sewer, criminal justice and others through federal legislative funding sources. This service can include contact with appropriate Federal Agencies, Departments, and representatives of said Agencies and Departments;

      3. Provide strategic advice and support for the City in relation to the ongoing implementation of the BRAC transfer and assist in pursuing potential and additional federal jobs;

4. Assist City in pursuing opportunities that would lead to the growth and development of Department of Defense, NASA, and other related federal activities in Huntsville;

5. Assist City in the preservation and protection of existing Department of Defense, NASA, and other federal operations in Huntsville;

6. Work with members of the Alabama Legislative Delegation and their respective staff members as well as key members of the U.S. Congress and their respective staff members to maximize support for needed projects; and,

7. Assist City in pursuing additional jobs for Huntsville.

B. 535 Group LLC shall communicate directly with City's Mayor as needed to report on issues covered by the scope of this agreement.

C. 535 Group LLC will not engage in any direct lobbying of any Member of Congress.

2. City Responsibilities

City shall compensate 535 Group LLC as follows for services rendered under this Agreement:

A. From January 1, 2023, through December 31, 2023, 535 Group LLC shall be paid the total sum of One Hundred Eight Thousand Dollars ($108,000.00), payable in Twelve (12) equal monthly installments of Nine Thousand Dollars ($9,000) each, beginning onJanuary1, 2023, with the last such installment due on December 31, 2023.

B. Any and all expenses incurred by 535 Group LLC in performance of its obligations under this contract shall be the sole responsibility of 535 Group LLC. City shall not reimburse 535 Group LLC for any such expenses.

3. Term

This Agreement shall commence on the 1st day of January, 2023, and will continue until the 30th day of June, 2023, except that City reserves the right to terminate this agreement, in its sole discretion and without cause, on thirty (30) days notice.

4. Confidentiality

535 Group LLC understands and acknowledges that it may become privy to certain confidential information as a result of its representation of the City. FTI Consulting (Government Affairs), LLC hereby agrees it will not divulge such confidential information, except in accordance with government reporting requirements.

5. Conflict of Interest

535 Group LLC agrees not to represent, either directly or indirectly, any person or entity concerning issues or legislation which are adverse to the interests of the City, during the term of this Agreement.

6. Reporting Requirements

535 Group LLC shall comply with all applicable laws, statutes, codes or regulations concerning its activities conducted pursuant to this Agreement.

7. Assignment

535 Group LLC shall not assign this Agreement without prior written consent of the City.

8. Amendment

535 Group LLC acknowledges that it may be beneficial to City to modify the scope of this agreement during the term identified hereinabove, and agrees to cooperate with City in providing a scope of services that serves City's best interests in the event that additional opportunities, initiatives, or issues, arise which necessitate a modified approach.

9. Integration

This Agreement constitutes the entire agreement between the parties and cannot be altered or amended except in writing and signed by both parties. The rights and obligations of this Agreement shall extend to and be binding upon the parties and their successors and assigns.

10. Any notice required of either party shall be addressed as follows:

FTI Consulting (Government Affairs), LLC:
Robert "Bud" Cramer
535 Group LLC
800 North Capitol Street, NW
Washington, DC 20002

City:
Mayor Tommy Battle
City of Huntsville
P.O. Box 308

Huntsville, Alabama 35804

**IN WITNESS WHEREOF**, each of the parties hereto has caused this Agreement to be duly executed as of the date and year written below.

THE CITY OF HUNTSVILLE, ALABAMA,
a municipal corporation

By:_____
Tommy Battle
Its: Mayor

ATTEST:

By: _____
Ken Benion
Its: Clerk-Treasurer

535 Group, LLC

By:_____

Robert "Bud" Cramer
Its: President

WITNESS:

By: _____

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** 2022-1127

**Department:** Administration

**Subject:** **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and GovOS.

Resolution No.

**Does this item need to be published?** **No**

If yes, please list preferred date(s) of publication: _____

**Finance Information:**

**Account Number:** 1000-10-10200-515370-00000000

**City Cost Amount:** 191948.89

**Total Cost:** 19194.89

**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:**

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** TMP-2420

**Department:** Administration

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and GovOS.

Resolution No.

**Does this item need to be published?** **No**

If yes, please list preferred date(s) of publication: _____

**Finance Information:**

**Account Number:** 1000-10-10200-515370-00000000

**City Cost Amount:** 191948.89

**Total Cost:** 19194.89

**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. 22-___**

**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 Renewal Agreement by and between the City of Huntsville and GovOS, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said Renewal Agreement is substantially in words and figures as that certain document attached hereto as identified as "Renewal Agreement between the City of Huntsville and GovOS," consisting of four (4) pages, and the date of December 15, 2022, appearing on the margin of the first page, together with the signature of the President of the City Council, and an executed copy of said document after being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

**ADOPTED** this the 15th day of December, 2022.

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

**APPROVED** this the 15th day of December, 2022.

_____
Mayor of the City of Huntsville,
Alabama

Dec 1, 2022

# Application Studio Renewal

## Huntsville, AL

### Huntsville, AL Renewal 2022-2023

**Prepared for:**

**Kelly Schrimsher**

Huntsville, AL
3242 Leeman Ferry Rd SW
Huntsville, Alabama, 35801

**Submitted by:**

**Sharena Conserve**
Customer Success Manager

sharena.conserve@govos.com

GovOS

8310 N. Capital of Texas Hwy.
Bldg. 2, Ste. 250, Austin, TX 78731

www.GovOS.com

President of the City Council of the City of Huntsville, Alabama
Date: 12/15/2022

# Pricing Summary

| Name | QTY | ARR | First Year ACV |
|---|---|---|---|
| Additional Standard User Licenses | 1 | $499.90 | $499.90 |
| Additional Standard User Licenses | 4 | $0.00 | $0.00 |
| API Access & Support | 1 | $2,450.00 | $2,450.00 |
| Digitize | 1 | $12,000.00 | $12,000.00 |
| Number of Forms | 999 | $0.00 | $0.00 |
| Optimization Fee | 1 | $1,744.99 | $1,744.99 |
| Payment Integration | 1 | $2,500.00 | $2,500.00 |
| Platform Standard User Licenses | 12 | $0.00 | $0.00 |

**Total Contract Value: $19,194.89**

# Term Details

**Subscription Start Date:** 12-06-2022

**Subscription End Date:** 12-05-2023

**Subscription Terms:** 12 Months

# Additional Comments

Quantity 999 represents unlimited.

# Terms of Use

## Standard Terms of Agreement

- Without a signed Agreement, pricing is good until 12-05-2022.
- By signing this proposal the client agrees to our Terms of Use available at: https://govos.com/products/application-studio/terms-of-use/
- Each product and service purchased is serviced and maintained as specified in the Pricing Table above.
- Quantity of 999 represents unlimited.
- Service Hours and offerings expire 12 Months from the Subscription Start Date specified in the executed agreement and payable upfront.
- If included in the Services Agreement, related Travel and Expenses are to be billed as incurred.

## Standard Payment Terms

- Please email all Purchase Orders to AR@GovOS.com for prompt processing.
- The client agrees to pay all fees specified in each Order.
- The invoice(s) will be sent to the Billing Contact via the delivery method as early as two weeks prior to the invoice date, which is the Subscription Start Date, specified in each Order.
- All fees are due upfront and billed annually with the first annual payment due by the invoice due date (30 days from the Subscription Start Date) specified in each Order, unless specified otherwise.
- All fees are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the client's responsibility to provide applicable exemption certificate(s).
- Pricing for Renewal Terms will include a ten percent (10%) Optimization Fee increase from the prior term.
- GovOS reserves the right to modify optimization fee in accordance with the Terms of Use.
- If a Reseller is used, please ensure "Coverage Terms" or "Subscription Dates" are included in each Line Item's Material Description.

## GovOS Application Studio Contact Information

For additional questions or requests regarding your Studio Software or Services, please contact:

Email: StudioSupport@GovOS.com

Phone: (855) 777-3265

# Customer Acceptance

| Contact Information | |
|---|---|
| Organization Name | City of Huntsville, Alabama |
| Street Address | 308 Fountain Circle SW |
| City, State, Zip | Huntsville, AL 35801 |
| Primary Contact Name | Kelly Schrimsher |
| Primary Contact Email | kelly.schrimsher@huntsvilleal.gov |
| **Billing Details** | |
| Billing Contact Name | Sharon King |
| Billing Contact Email | sharon.king@huntsvilleal.gov |
| Billing Contact Phone | (256) 427-5000 |
| Invoice Delivery Method | ☐ Email/Electronic (default) ☐ Mail |
| Preferred Payment Method | ☐ Check ☐ Credit Card ☐ ACH |

## Customer Signature

| | Mayor of the City of Huntsville, Alabama | December 15, 2022 |
|---|---|---|
| Signature of Authorized City Representative | Title | Date |

## GovOS Signature

| | | |
|---|---|---|
| Signature of Authorized GovOS Representative | Title | Date |

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** 2022-1128

**Department:** Administration

**Subject:** **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Consulting Agreement between the City of Huntsville and Rob Clark d/b/a Twikenham Pixel Development Company.

Resolution No.

**Does this item need to be published?** **No**

If yes, please list preferred date(s) of publication: _____

**Finance Information:NTE $60,000.00**

**Account Number:** 1000-10-10200-515370-00000000

**City Cost Amount:** NTE $60,000.

**Total Cost:** NTE $60,000.00

**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:**

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** TMP-2421

**Department:** Administration

**Subject:**

**Type of Action:** Choose an item.

Resolution authorizing a Consulting Agreement between the City of Huntsville and Rob Clark d/b/aTwikenham Pixel Development Company.

Resolution No.

**Does this item need to be published?** **No**

If yes, please list preferred date(s) of publication: _____

**Finance Information:NTE $60,000.00**

**Account Number:** 1000-10-10200-515370-00000000

**City Cost Amount:** NTE $60,000.

**Total Cost:** NTE $60,000.00

**Special Circumstances:**

**Grant Funded:** N/A

**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:**

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

**Additional Comments:**

**RESOLUTION NO. 22 - _____**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized on behalf of the City of Huntsville, a Municipal Corporation in the State of Alabama, to enter into a Consulting Agreement by and between the City of Huntsville and Rob Clark d/b/a Twikenham Pixel Development Company which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as a Agreement between the City of Huntsville and Rob Clark d/b/a Twikenham Pixel Development Company consisting of four (4) pages with the date of December 15, 2022 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 15th day of **December 2022.**

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

**APPROVED** this the **15th** day of **December 2022.**

_____
Mayor of the City of Huntsville, Alabama

**CONSULTING AGREEMENT**
**BETWEEN THE CITY OF HUNTSVILLE**
**AND ROB CLARK D/B/A TWIKENHAM**
**PIXEL**
**DEVELOPMENT COMPANY**

STATE OF ALABAMA )
COUNTY OF MADISON )

## CONSULTING AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND AMANDA ELL

**THIS AGREEMENT** is made and entered into on the _____ day of _____, 2022, by and between Rob Clark d/b/a Twikenham Pixel Development Company and the City of Huntsville, Alabama, a municipal corporation in the State of Alabama (the "City"),

**WITNESSETH:**

In consideration of the mutual promises and covenants herein contained, the parties do hereby agree as follows, to wit:

1. Clark shall provide services as a Consultant to the City Administration and shall provide professional graphic design support services for promotion and branding materials for digital and print media. The scope of services to be performed by Clark shall include the following:

> Clark will provide professional graphic design support services under the oversight, direction and editorial control of the City's Communication Office. Task assignments will be given on an "as needed" basis in writing. The City of Huntsville shall retain the sole right to the use, publication and trademark for the works or products created by Clark pursuant to this agreement. Clark acknowledges that the City from time to time desires to seek copyright registration protection for certain works of authorship created by the City, and to which Clark may make contributions in the form of copyrightable works of authorship. Clark agrees to assign, and hereby does assign, to the City, all right, title, and interest including all copyright rights, in and to any works of authorship she delivers to the City under this contract. To the extent Clark desires the right to thereafter use said works, the City hereby provides to Clark a royalty-free, non-exclusive, license to subsequently use, copy, and distribute, said works

2. Clark is hereby contracted as an independent contractor and shall have no authorization to incur any debt or obligation on behalf of the City nor shall she be entitled to any benefits of any kind while working for the City. Clark is not deemed an employee of the City. During the term of this agreement, Clark shall report to and receive task assignments from the Director of the City's Communication Office.

3. The term of this contract shall be for a period of one year commencing on January 1, 2023 and continuing through January 1,2023.

4. This contract may be terminated by either party upon thirty (30) days written notice being provided to the other party.

5. The City shall pay Clark the rate of Sixty Dollars ($60.00) per hour for work performed pursuant to this agreement. When each task assignment is made, Clark, shall provide a written not-to-exceed (NTE) estimated price to the City's Director of Communications within three work days, in order to establish the estimated cost of design services for that particular task. The NTE amount is subject to the approval of the City's Director of Communications. This estimated NTE price shall not be exceeded for the task unless approved in advance by the City's Director of Communications. Clark shall invoice the City monthly for payment for services rendered pursuant to this Agreement and shall itemize the cost for each task. The City will remit payment to Clark in a timely manner upon its receipt of an invoice. The total amount paid to Clark pursuant to this agreement shall not exceed Sixty Thousand Dollars ($60,000.00). Additional assignments above and beyond the scope of this contract will be priced separately pursuant to agreement between the parties. Because Clark shall act in the capacity of an independent contractor, the City will not withhold from payments to be made to her any sums for income tax, unemployment insurance, social security, or any other tax or withholding. Clark expressly acknowledges and agrees that she is solely responsible for the payment of all income and other taxes for sums received by her pursuant to this Agreement.

6. Clark shall be responsible for maintaining automobile liability insurance on any vehicle owned or leased by her and used while performing services for the City with minimum limits of $100,000 for personal injury; $100,000 property damage; and $300,000 per occurrence. The said insurance shall be written so as to cover Clark when she is performing the services set forth in this agreement.

7. Clark acknowledges that confidential information in the way of financial practices, internal activities and operations, may be made available to her in connection with her work pursuant to this agreement. Clark agrees not to disclose the confidential information to any third party at any time following execution of this agreement. This clause shall survive the termination of this agreement.

8. This agreement constitutes the entire agreement between the parties.

9. This agreement shall be governed by the laws of the State of Alabama. Venue of any action to enforce the terms 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.

10. Clark shall be responsible for providing all services, supplies, instruments of service, and facilities necessary for performing the task assignments and shall be compensated as set forth herein.

[SIGNATURE PAGE TO FOLLOW.]

**IN WITNESS WHEREOF,** the parties hereto have executed this agreement on the day and year first above written.

Rob Clark

**CITY OF HUNTSVILLE, ALABAMA**
a municipal corporation

ATTEST:

By:_____
Kenneth Benion
ITS: Clerk-Treasurer

BY:_____
Tommy Battle
ITS: Mayor

308 Fountain Circle
Huntsville, AL 35801

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** 2022-1129

**Department: City Attorney**

**Subject:** **Type of Action:** Approval/Action

Resolution authorizing the Clerk-Treasurer to invoke Bryant Bank Letter of Credit No. 1343 for Boarhog Subdivision.

Resolution No.

**Finance Information:**

**Account Number:** NA

**City Cost Amount:** NA

**Total Cost:** NA

**Special Circumstances:**

**Grant Funded:** NA

**Grant Title - CFDA or granting Agency:** NA

**Resolution #:** NA

**Location:**

**Address:** Boarhog subdivision.
**District:** District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

**Additional Comments:**

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** TMP-2405

**Department: City Attorney**

**Subject:** **Type of Action:** Approval/Action

Resolution authorizing the Clerk-Treasurer to invoke Bryant Bank Letter of Credit No. 1343 for Boarhog Subdivision.

Resolution No.

**Finance Information:**

**Account Number:** NA

**City Cost Amount:** NA

**Total Cost:** NA

**Special Circumstances:**

**Grant Funded:** NA

**Grant Title - CFDA or granting Agency:** NA

**Resolution #:** NA

**Location:**

**Address:** Boarhog subdivision.
**District:** District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

**Additional Comments:**

**RESOLUTION NO. 22-_____**

**WHEREAS**, Bryant Bank issued a certain letter of credit (No. 1343) a copy of which is attached hereto and incorporated herein by reference, including any amendments thereto, in favor of the City of Huntsville, Alabama pursuant to Article 5 of the Subdivision Regulations for the City of Huntsville, Alabama; and

**WHEREAS**, the letter of credit is due to be invoked and the proceeds used in accordance with said subdivision regulations.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the City of Huntsville Clerk-Treasurer be and is hereby authorized to present for payment to Bryant Bank Letter of Credit No. 1343, prior to the expiration date thereof, with the language as specified in said Letter of Credit.

**ADOPTED** this the 15th day of December, 2022.

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

**APPROVED** this the 15th day of December, 2022.

_____
Mayor of the City of
Huntsville, Alabama

BRYANT BANK

Amendment #2

# IRREVOCABLE LETTER OF CREDIT NO. 1343

| **Beneficiary:** | **Account Party:** | **Bank:** |
|---|---|---|
| City of Huntsville<br>P.O. Box 308<br>Huntsville, AL 35804 | Stockton Realty, Inc.<br>403 Andrew Jackson Way<br>Huntsville, AL 35801 | Bryant Bank<br>320 Pelham Ave SW, Suite 100<br>Huntsville, AL 35801 |

Subject: Article 5 Improvements/ Pre-Acceptance Letter of Boarhog's Subdivision

Amount: $50,000.00
Amending Expiration Date From: 12/20/2021 to 12/20/2022
Issue Date: 12/09/2021

Gentlemen:

We hereby amend our Irrevocable Standby Letter of Credit in your favor, effective 12/09/2021, for a sum not to exceed the aggregate of $50,000.00. Available by your one or more drafts at SIGHT on us.

All draft(s) drawn under and in compliance with the terms of this Credit prior to the expiration thereof will be duly honored if drawn and presented for payment to Bryant Bank, 300 Pelham Ave SW, Suite 100, Huntsville, AL 35801.

Each draft must be accompanied by a statement signed by a representative of the City of Huntsville, Alabama, stating that the draw is being made pursuant to Article 5 of the Subdivision Regulations.

**The original of this Letter of Credit must be presented with any drawing.**

We hereby engage with you that drafts drawn under and in compliance with the terms of the credit will be duly honored upon presentation and delivery of the documents as specified.

This Letter of Credit shall be governed by the laws of the State of Alabama, including but not limited to, the Alabama Uniform Commercial Code, as the same may be from time to time amended.

BRYANT BANK

By: _____
Mike Johnston, Executive Vice President

MM 12/29/21

MW 12-17-21 CM 1-7-22

MB 1/10/22

*Unbeatable Service. Legendary Results.*℠

BRYANT BANK

Amendment #1

# IRREVOCABLE LETTER OF CREDIT NO. 1343

| **Beneficiary:** | **Account Party:** | **Bank:** |
|---|---|---|
| City of Huntsville<br>P.O. Box 308<br>Huntsville, AL 35804 | Stockton Realty, Inc.<br>403 Andrew Jackson Way<br>Huntsville, AL 35801 | Bryant Bank<br>320 Pelham Ave SW, Suite 100<br>Huntsville, AL 35801 |

Subject: Article 5 Improvements/ Pre-Acceptance Letter of Boarhog's Subdivision

Amount: $50,000.00
Amending Expiration Date From: 12/20/2020 to 12/20/2021
Issue Date: 12/17/2020

Gentlemen:

We hereby amend our Irrevocable Standby Letter of Credit in your favor, effective 12/17/2020, for a sum not to exceed the aggregate of $50,000.00. Available by your one or more drafts at SIGHT on us.

All draft(s) drawn under and in compliance with the terms of this Credit prior to the expiration thereof will be duly honored if drawn and presented for payment to Bryant Bank, 300 Pelham Ave SW, Suite 100, Huntsville, AL 35801.

Each draft must be accompanied by a statement signed by a representative of the City of Huntsville, Alabama, stating that the draw is being made pursuant to Article 5 of the Subdivision Regulations.

**The original of this Letter of Credit must be presented with any drawing.**

We hereby engage with you that drafts drawn under and in compliance with the terms of the credit will be duly honored upon presentation and delivery of the documents as specified.

This Letter of Credit shall be governed by the laws of the State of Alabama, including but not limited to, the Alabama Uniform Commercial Code, as the same may be from time to time amended.

BRYANT BANK

By: _____
Mike Johnston, Executive Vice President

MW 12-17-20
MM 12/21/2020
12/28/2020

*Unbeatable Service. Legendary Results.*℠

BRYANT BANK

# IRREVOCABLE LETTER OF CREDIT NO. 1343

| **Beneficiary:** | **Account Party:** | **Bank:** |
|---|---|---|
| City of Huntsville<br>P.O. Box 308<br>Huntsville, AL 35804 | Stockton Realty, Inc.<br>403 Andrew Jackson Way<br>Huntsville, AL 35801 | Bryant Bank<br>320 Pelham Ave SW, Suite 100<br>Huntsville, AL 35801 |

Subject: Article 5 Improvements/ Pre-Acceptance Letter of Boarhog's Subdivision

Amount: $50,000.00
Issue Date: 12/20/2019
Expiration Date: 12/20/2020

Gentlemen:

We hereby open our Irrevocable Standby Letter of Credit in your favor, effective 12/20/2019, for a sum not to exceed the aggregate of $50,000.00. Available by your one or more drafts at SIGHT on us.

All draft(s) drawn under and in compliance with the terms of this Credit prior to the expiration thereof will be duly honored if drawn and presented for payment to Bryant Bank, 300 Pelham Ave SW, Suite 100, Huntsville, AL 35801.

Each draft must be accompanied by a statement signed by a representative of the City of Huntsville, Alabama, stating that the draw is being made pursuant to Article 5 of the Subdivision Regulations.

**The original of this Letter of Credit must be presented with any drawing.**

We hereby engage with you that drafts drawn under and in compliance with the terms of the credit will be duly honored upon presentation and delivery of the documents as specified.

This Letter of Credit shall be governed by the laws of the State of Alabama, including but not limited to, the Alabama Uniform Commercial Code, as the same may be from time to time amended.

BRYANT BANK

By: _____
Mike Johnston, Executive Vice President

MW 12-23-19 MM 1/2/2020 CM 1-3-2020 JB 1/8/2020

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** 2022-1130

**Department: ITS**

**Subject:** **Type of Action:** Approval/Action

Resolution authorizing the Mayor to execute a Quote and Purchase Addendum to the Purchase and License Agreement Resolution 19-245 with Motorola Solutions, Inc. in order to extend service an additional 5 years.

Resolution No.

**Finance Information:**

**Account Number:** 1000-17-17100-515250-00000000-

**City Cost Amount: $146,468.20**

**Total Cost: $1,524,581.00**

**Special Circumstances:**

**Grant Funded:** N/A

**Grant Title - CFDA or granting Agency:** N/A

**Resolution #:** N/A

**Location:**

**Address:** N/A
**District:** District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

**Additional Comments:** This Quote and Purchase Addendum with Motorola Solutions, Inc. allows the City of Huntsville Police Department to continue purchasing licenses, products, services, and flex maintenance according to the terms on this addendum for an additional period of 5 years.

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** TMP-2398

**Department: ITS**

**Subject:** **Type of Action:** Approval/Action

Resolution authorizing the Mayor to execute a Quote and Purchase Addendum to the Purchase and License Agreement Resolution 19-245 with Motorola Solutions, Inc. in order to extend service an additional 5 years.

Resolution No.

**Finance Information:**

**Account Number:** 1000-17-17100-515250-00000000-

**City Cost Amount: $146,468.20**

**Total Cost: $1,524,581.00**

**Special Circumstances:**

**Grant Funded:** N/A

**Grant Title - CFDA or granting Agency:** N/A

**Resolution #:** N/A

**Location:**

**Address:** N/A

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

**Additional Comments:** This Quote and Purchase Addendum with Motorola Solutions, Inc. allows the City of Huntsville Police Department to continue purchasing licenses, products, services, and flex maintenance according to the terms on this addendum for an additional period of 5 years.

**RESOLUTION NO. 22-_____**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama that the Mayor be, and is hereby authorized to enter into Addendum No. 1 to the Agreement between the City of Huntsville, AL and Motorola Solutions, Inc., adopted and approved on the 28th day of March, 2019, by the City Council of the City of Huntsville, Alabama by Resolution No. 19-245.

**BE IT FURTHER RESOLVED** that the agreement is substantially in words and figures similar to that document attached hereto and identified as "Quote and Purchase Addendum", consisting of a total of two (2) pages and the date of December 15, 2022, 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-Treasurer of the City of Huntsville, Alabama.

**ADOPTED** this 15th day of December 2022.

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

**APPROVED** this 15th day of December 2022.

_____
Mayor of the City of Huntsville,
Alabama

MOTOROLA SOLUTIONS

# Quote and Purchase Addendum

**Customer Bill to Address**
City of Huntsville Finance
Account Payable Division
PO BOX 308
Huntsville, AL 35804
accountspayable@huntsvilleal.gov

**Customer Ship to Address**
COH INF TECHNOLOGY
SERVICES
101 Church ST STE 201
HUNTSVILLE, AL 35801

**Quote Details**
Quote Date: Nov 01, 2022
Quote Expiration: Dec 30, 2022
Quote Number: 3124578
Prepared By: Janel Flanigan

## Services Included:

- **Flex 24/7 Maintenance (07/01/2023-09/30/2027)**
- **Solutions II Managed Services Renewal (10/01/2022-09/30/2027)**

* This document shall serve as an addendum to the Purchase Agreement (Resolutions NO.19-245) previously entered into between the Customer and Motorola Solutions.

**Package Quote**

**$1,524,581.00**

| | |
|---|---|
| 24/7 Flex Maintenance Total (7/01/2023-09/30/2023) (Prorated) | $66,019 |
| 24/7 Flex Maintenance Total (10/01/2023-6/30/2024) | $264,079 |
| 24/7 Flex Maintenance Total (10/01/2024-6/30/2025) | $264,079 |
| 24/7 Flex Maintenance Total (10/01/2025-6/30/2026) | $264,079 |
| 24/7 Flex Maintenance Total (10/01/2026-09/30/2027) | $264,079 |
| **Total Years 24/7 Maintenance** | **$1,122,335** |
| | |
| Solutions II Managed Services (10/01/2022-09/30/2023) | $80,449.2 |
| Solutions II Managed Services (10/01/2023-09/30/2024) | $80,449.2 |
| Solutions II Managed Services (10/01/2024-09/30/2025) | $80,449.2 |
| Solutions II Managed Services (10/01/2025-09/30/2026) | $80,449.2 |
| Solutions II Managed Services (10/01/2026-09/30/2027) | $80,449.2 |
| **Total 5 Year Solutions II Managed Services:** | **$402,246.00** |

## Payment Terms

- $80,449.20 Payment Due 01/15/2023
- $66,019.00 Payment Due 07/01/2023
- $344,528.20 Payment Due 10/01/2023
- $344,528.20 Payment Due 10/101/2024
- $344,528.20 Payment Due 10/01/2025
- $344,528.20 Payment Due 10/01/2026
- Customer agrees to all pay invoices within thirty (30) business days of invoice date
- Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law.
- The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement.
- At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

The Customer's signature below constitutes its agreement to purchase the licenses, products and/or services according to the terms quoted by Motorola Solutions within this document. This document shall serve as an addendum to the Purchase Agreement previously entered into between the Customer and Spillman Technologies. The terms and conditions of the Purchase Agreement, as well as the related License Agreement and Support Agreement, shall apply to the items quoted herein.

Accepted and Approved by:

City of Huntsville, Alabama,
On behalf of its Huntsville Police Department

By: _____

Print Name: Tommy Battle

Title: Mayor

Date: December 15, 2022

Motorola Solutions, Inc.

By: _____

Print Name: Micah Applewhite

Title: Vice President

Date: 12/5/2022

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** 2022-1131

**Department: ITS**

**Subject:** **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Sandra Barnes.

Resolution No.

**Finance Information:**

**Account Number:** 1000-17-17200-501010-00000000-

**City Cost Amount: $37,000**

**Total Cost: $37,000**

**Special Circumstances:**

**Grant Funded:** N/A

**Grant Title - CFDA or granting Agency:** N/A

**Resolution #:** N/A

**Location:**

**Address:** N/A
**District:** District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

**Additional Comments:** This Special Employee Agreement will allow Sandra Barnes to implement the ITS new Track-IT system.

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** TMP-2388

**Department: ITS**

**Subject:** **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Sandra Barnes.

Resolution No.

**Finance Information:**

**Account Number:** 1000-17-17200-501010-00000000-

**City Cost Amount: $37,000**

**Total Cost: $37,000**

**Special Circumstances:**

**Grant Funded:** N/A

**Grant Title - CFDA or granting Agency:** N/A

**Resolution #:** N/A

**Location:**

**Address:** N/A
**District:** District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

**Additional Comments:** This Special Employee Agreement will allow Sandra Barnes to implement the ITS new Track-IT system.

**RESOLUTION NO. 22-_____**

**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 Sandra Barnes, 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 "SPECIAL EMPLOYEE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND SANDRA BARNES" consisting of two (2) pages and the date of December 15th, 2022 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 15th day of December 2022.

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

**APPROVED** this the 15th day of December 2022.

_____
Mayor of the City of Huntsville,
Alabama

**AGREEMENT BETWEEN**
**THE CITY OF HUNTSVILLE**
**AND SANDRA C. BARNES**

STATE OF ALABAMA )
COUNTY OF MADISON )

**SPECIAL EMPLOYEE AGREEMENT BETWEEN**
**THE CITY OF HUNTSVILLE AND SANDRA C. BARNES**

**THIS AGREEMENT** is made and entered into on the 15th day of December 2022, by and between Sandra C. Barnes, an individual, ("Barnes") and the City of Huntsville, Alabama, a municipal corporation in the State of Alabama ("City"),

**WITNESSETH:**

In consideration of the mutual promises and covenants herein contained, the parties do hereby agree as follows, to wit:

1. Barnes shall be employed by the City of Huntsville primarily as a Consultant for information technology (IT) database administration, with other IT-related duties as assigned. Work will be performed for the Information Technology Services (ITS) department and shall be classified as "Special Employee" under the City's Personnel Policies and Procedures Manual. Barnes shall be under the direct supervision of the Manager of the Applications Division and may only be engaged by the ITS Managers or ITS Director.

Barnes's duties shall include the following: Administration and technical support for all city SQL database environments.

2. The term of this contract shall be for the period of (12) months commencing on January 1, 2023 and continuing through December 31, 2023.

3. This contract may be terminated by either party upon fifteen (15) days written notice being provided to the party.

4. During the term of this contract, Barnes shall work when requested by her supervisor and shall be paid an hourly rate of $60.00, not to exceed twenty-four (24) hours per week, with the total salary not to exceed $37,000 total for this contract term. The said salary shall be paid bi-weekly as needed in accordance with the City's regular payroll processing system. During the term of this agreement, Barnes shall not receive any cost of living adjustment approved by the City Council for all other employees of the City. In addition, Barnes shall not receive any benefits available to any employee of the City, except those benefits she receives as a result of being retired from regular employment with the City. Barnes shall have no authorization to incur any debt or obligation on behalf of the City.

PRESIDENT OR PRESIDENT PRO TEM OF
THE CITY COUNCIL OF THE CITY OF
HUNTSVILLE, ALABAMA Date: 12/15/22

5. City shall provide, maintain and keep active Barnes's employee computer account and login for the city account - AD\Sandra.Barnes.

6. The City shall provide Barnes a parking space during work hours at a location determined by the City's Director of Parking and Public Transit.

7. Barnes shall be responsible for maintaining automobile liability insurance on any vehicle owned or leased by her and used while performing services for City with minimum limits of $100,000 for personal injury; $100,000 property damage; and $300,000 per occurrence.

8. Barnes acknowledges that confidential information may be made available to her in connection with her work pursuant to this agreement. Barnes agrees not to disclose the confidential information to any third party at any time following execution of this agreement. This clause shall survive the termination of this Agreement.

9. This agreement constitutes the entire agreement between the parties.

**IN WITNESS THEREOF,** the parties hereto have executed this agreement on the day and year first above written.

_____
Sandra C. Barnes, an Individual

CITY OF HUNTSVILLE, ALABAMA
a municipal corporation

BY: _____
Tommy Battle
ITS: Mayor

ATTEST:

BY: _____
Kenneth Benion
ITS: Clerk Treasurer

**RESOLUTION NO. 22-_____**

**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 Sandra Barnes, 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 "SPECIAL EMPLOYEE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND SANDRA BARNES" consisting of two (2) pages and the date of December 15th, 2022 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 15th day of December 2022.

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

**APPROVED** this the 15th day of December 2022.

_____
Mayor of the City of Huntsville,
Alabama

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** 2022-1132

**Department:** Municipal Court

**Subject:** **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Roosevelt Daffin.

Resolution No.

**Does this item need to be published?** **No**

If yes, please list preferred date(s) of 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:**

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** TMP-2408

**Department:** Municipal Court

**Subject:** **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Roosevelt Daffin.

**Does this item need to be published?** No

If yes, please list preferred date(s) of publication: _____

**Finance Information:**

**Account Number:** NA

**City Cost Amount:** NA

**Total Cost:** NA

**Special Circumstances:**

**Grant Funded:** NA

**Grant Title - CFDA or granting Agency:** NA

**Resolution #:** NA

**Location:** (list below)

**Address:** NA

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

**Additional Comments:**

**RESOLUTION NO. 22 - ____**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor be hereby authorized on behalf of the City of Huntsville, a Municipal Corporation in the State of Alabama, to enter into an Special Employee Agreement by and between the City of Huntsville and Roosevelt Daffin, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Special Employee Agreement between the City of Huntsville and Roosevelt Daffin," consisting of three (3) pages with the date of December 15, 2022, appearing on the margin of the first page, together with the signature of the President or President Pro Tern 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 15th day of December, 2022.

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

**APPROVED** this the 15th day of December, 2022.

_____
Mayor of the City of Huntsville,
Alabama

STATE OF ALABAMA )
COUNTY OF MADISON )

# SPECIAL EMPLOYEE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND ROOSEVELT DAFFIN

**THIS AGREEMENT** is made and entered into on the 15th day of December, 2022, by and between Roosevelt Daffin, an individual, ("Daffin") and the City of Huntsville, Alabama, a municipal corporation in the State of Alabama("City"),

**WITNESSETH:**

In consideration of the mutual promises and covenants herein contained, the parties do hereby agree as follows, to wit:

1. Daffin shall be employed by the City of Huntsville as a Municipal Court Marshal in Municipal Court, and shall be classified as a "Special" Employee under the City's Personnel Policies and Procedures Manual, and shall be under the direct supervision of the Presiding Judge. Duties of the position of Municipal Court Marshal shall include all work described on Exhibit "A" attached hereto and incorporated herein by reference.

2. In consideration of the services rendered hereunder, the City shall pay Daffin at the rate of $26.14 per hour not to exceed an average of 29 hours per week, with the total sum not to exceed $31,000 per year, which shall be paid bi-weekly in accordance with the City's regular payroll processing system. During the term of this agreement, Daffin shall not receive any cost of living adjustment approved by the City Council for all other employees of the City. In addition, Daffin shall not receive any benefits available to any employee of the City except those benefits he receives as a result of being retired from regular employment with the City. Daffin shall have no authorization to incur any debt or obligation on behalf of the City.

3The term of this contract shall be for a period of one year commencing on January 3, 2022.

3. This contract may be terminated by either party upon thirty (30) days written notice being provided to the other party.

4. The City shall provide Daffin a parking space during work hours at a location determined by the City's Director of Parking and Public Transit.

5. Except as specified herein, Daffin shall be subject to all Policies applicable to part-time employees of the City of Huntsville.

6. Daffin acknowledges that confidential information may be made available to him in connection with his work pursuant to this agreement. Daffin agrees not to disclose the confidential information to any third party at any time following execution of this agreement. This clause shall survive the termination of this Agreement.

7. This agreement constitutes the entire agreement between the parties.

**IN WITNESS WHEREOF,** the parties hereto have executed this agreement on the day and year first above written.

**CITY OF HUNTSVILLE**

_____
Tommy Battle, Mayor

ATTEST:

_____
Kenneth Benion, City Clerk-Treasurer

Roosevelt Daffin
Roosevelt Daffin, an Individual

EXHIBIT A

Nature of Work

This is specialized peace officer work in providing physical security for a courtroom and sitting Judge as well as enforcement and execution of court orders. Work involves physical/personal security activities while court is in session, enforcement of Municipal Ordinances and State Laws, enforcement of court orders in pre-trial and post-trial matters, to include collection of monies, apprehension of convicted misdemeanants, assisting the court and its' officers in investigations, and actual service and enforcement of warrants, attachments, judgments, liens and executions on judgment. Work involves elements of personal danger and Marshals must be able to act without direct supervision and to exercise independent judgment in meeting complex emergency situations. Work assignments and instructions are received in general terms from a supervisor who reviews work methods and results through observations, reports and discussions.

Provides physical security for a designated courtroom, and personal security for a sitting judge; arrests persons engaged in criminal acts; enforces court orders regarding appearances, fines, costs, restitution, forfeitures, makes presence known in a manner that contributes to deterrence and compliance. Assists citizens and other governmental agencies regarding Municipal Court practice and procedure; conduct investigations for the Court and its appropriate officers; makes arrests as required by circumstances and testifies as a witness in court. Assists in transferring prisoners. Assists other Court officers in probation, work release, electronic monitoring and court referral to ensure compliance with court orders. Requires regular and prompt attendance plus the ability to work well with others and work well as a team. Performs related work as required.

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** 2022-1133

**Department:** Municipal Court

**Subject:** **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Derrick Woodruff.

Resolution:

**Does this item need to be published?** **No**

If yes, please list preferred date(s) of publication: _____

**Finance Information:**

**Account Number:** NA

**City Cost Amount:** NA

**Total Cost: NA**

**Special Circumstances:**

**Grant Funded:** $NA

**Grant Title - CFDA or granting Agency:** NA

**Resolution #:** NA

**Location:** **(list below)**

**Address:** NA
**District:** District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

**Additional Comments:**

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** TMP-2410

**Department:** Municipal Court

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Derrick Woodruff.

**Does this item need to be published?** **No**

If yes, please list preferred date(s) of publication: _____

**Finance Information:**

**Account Number:** NA

**City Cost Amount:** NA

**Total Cost: NA**

**Special Circumstances:**

**Grant Funded: $**

**Grant Title - CFDA or granting Agency:** NA

**Resolution #:** NA

**Location: (list below)**

**Address:** NA

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

**Additional Comments:**

**RESOLUTION NO. 22 -**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor be hereby authorized on behalf of the City of Huntsville, a Municipal Corporation in the State of Alabama, to enter into an Special Employee Agreement by and between the City of Huntsville and Derrick Woodruff, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Special Employee Agreement between the City of Huntsville and Derrick Woodruff," consisting of three (3) pages with the date of December 15, 2022, appearing on the margin of the first page, together with the signature of the President or President Pro Tern 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 15th day of December, 2022.

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

**APPROVED** this the 15th day of December, 2022.

_____
Mayor of the City of Huntsville,
Alabama

STATE OF ALABAMA )
COUNTY OF MADISON )

**SPECIAL EMPLOYEE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND DERRICK WOODRUFF**

**THIS AGREEMENT** is made and entered into on the 15th day of December, 2022, by and between Derrick Woodruff, an individual, ("Woodruff") and the City of Huntsville, Alabama, a municipal corporation in the State of Alabama("City"),

**WITNESSETH:**

In consideration of the mutual promises and covenants herein contained, the parties do hereby agree as follows, to wit:

1. Woodruff shall be employed by the City of Huntsville as a Municipal Court Marshal in Municipal Court, and shall be classified as a "Special" Employee under the City's Personnel Policies and Procedures Manual, and shall be under the direct supervision of the Presiding Judge. Duties of the position of Municipal Court Marshal shall include all work described on Exhibit "A" attached hereto and incorporated herein by reference.

2. In consideration of the services rendered hereunder, the City shall pay Woodruff at the rate of $26.14 per hour not to exceed an average of 29 hours per week, with the total sum not to exceed $31,000 per year, which shall be paid bi-weekly in accordance with the City's regular payroll processing system. During the term of this agreement, Woodruff shall not receive any cost of living adjustment approved by the City Council for all other employees of the City. In addition, Woodruff shall not receive any benefits available to any employee of the City except those benefits he receives as a result of being retired from regular employment with the City. Woodruff shall have no authorization to incur any debt or obligation on behalf of the City.

3. The term of this contract shall be for a period of one year commencing on January 3, 2022.

4. This contract may be terminated by either party upon thirty (30) days written notice being provided to the other party.

5. The City shall provide Woodruff a parking space during work hours at a location determined by the City's Director of Parking and Public Transit.

6. Except as specified herein, Woodruff shall be subject to all Policies applicable to part-time employees of the City of Huntsville.

7. Woodruff acknowledges that confidential information may be made available to him in connection with his work pursuant to this agreement. Woodruff agrees not to disclose the confidential information to any third party at any time following execution of this agreement. This clause shall survive the termination of this Agreement.

8. This agreement constitutes the entire agreement between the parties.

**IN WITNESS WHEREOF,** the parties hereto have executed this agreement on the day and year first above written.

**CITY OF HUNTSVILLE**

_____
Tommy Battle, Mayor

ATTEST:

_____
Kenneth Benion, City Clerk-Treasurer

Derrick Woodruff
Derrrick Woodruff, an Individual

EXHIBIT A

Nature of Work

This is specialized peace officer work in providing physical security for a courtroom and sitting Judge as well as enforcement and execution of court orders. Work involves physical/personal security activities while court is in session, enforcement of Municipal Ordinances and State Laws, enforcement of court orders in pre-trial and post-trial matters, to include collection of monies, apprehension of convicted misdemeanants, assisting the court and its' officers in investigations, and actual service and enforcement of warrants, attachments, judgments, liens and executions on judgment. Work involves elements of personal danger and Marshals must be able to act without direct supervision and to exercise independent judgment in meeting complex emergency situations. Work assignments and instructions are received in general terms from a supervisor who reviews work methods and results through observations, reports and discussions.

Provides physical security for a designated courtroom, and personal security for a sitting judge; arrests persons engaged in criminal acts; enforces court orders regarding appearances, fines, costs, restitution, forfeitures, makes presence known in a manner that contributes to deterrence and compliance. Assists citizens and other governmental agencies regarding Municipal Court practice and procedure; conduct investigations for the Court and its appropriate officers; makes arrests as required by circumstances and testifies as a witness in court. Assists in transferring prisoners. Assists other Court officers in probation, work release, electronic monitoring and court referral to ensure compliance with court orders. Requires regular and prompt attendance plus the ability to work well with others and work well as a team. Performs related work as required.

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** 2022-1134

**Department:** Inspection

**Subject:** **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Charles Hawk.

**Type of Document:** Resolution No.

**Does this item need to be published?** **No**

If yes, please list preferred date(s) of publication: _____N/A_____

**Finance Information:**

**Account Number:** 1000-72-00000-501010-00000000

**City Cost Amount:** 34,000.00

**Total Cost:** 34,000.00

**Special Circumstances:**

**Grant Funded:** N/A

**Grant Title - CFDA or granting Agency:** N/A

**Resolution #:** N/A

**Location: N/A**

**Address:**

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

**Additional Comments:**

N/A

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** TMP-2242

**Department:** Inspection

**Subject:** **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Charles Hawk.

**Type of Document:** Resolution No.

**Does this item need to be published?** **No**

If yes, please list preferred date(s) of publication: N/A

**Finance Information:**

**Account Number:** 1000-72-00000-501010-00000000

**City Cost Amount:** 37,000.00

**Total Cost:** 37,000.00

**Special Circumstances:**

**Grant Funded:** N/A

**Grant Title - CFDA or granting Agency:** N/A

**Resolution #:** N/A

**Location: N/A**

**Address:**

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

**Additional Comments:**

N/A

**RESOLUTION NO. 22-**

**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 Special Employee Agreement by and between the City of Huntsville and Charles G. Hawk, 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 "Special Employee Agreement between the City of Huntsville and Charles G. Hawk," consisting of two (2) pages and the date of December 15, 2022, 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 15th day of December, 2022.

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

**APPROVED** this the 15th day of December, 2022.

_____
Mayor of the City of Huntsville,
Alabama

**SPECIAL EMPLOYEE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND CHARLES G. HAWK**

STATE OF ALABAMA )
COUNTY OF MADISON )

## AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND CHARLES G. HAWK

**THIS AGREEMENT** is made and entered into on the 15th day of December, 2022, by and between Charles G. Hawk, an individual, ("HAWK") and the City of Huntsville, Alabama, a municipal corporation in the State of Alabama ("City"),

**WITNESSETH**

In consideration of the mutual promises and covenants herein contained, the parties do hereby Agree as follows,

1. Hawk shall be employed by the City of Huntsville as "Landscape Enforcement Officer" and shall be classified as a "Special" employee under the City's Personnel Policies and Procedures Manual.

2. The term of this contract shall be for a period of eight (12) months commencing on the 15th of December, 2022, and ending on the 15th day of December, 2023.

3. This contract may be terminated by either party upon thirty (30) days written notice being provided to the other party.

4. During the term of this contract, Hawk shall perform the duties and responsibilities of Landscape Enforcement Officer and shall be under the direct supervision of the Director of City Inspection. Duties for the position of the Landscape Enforcement Officer include reviewing landscape plans as submitted with building plans for compliance with applicable landscape zoning laws and regulations; recommends changes to plans; reviews corrections. Reviews for modification and/or approval all applications for City building permits to insure landscaping of parking lots will be in accordance with the City's ordinances governing landscaping matters. Conducts on site inspections prior to start of construction; conducts intermediate inspections during installation of landscape materials to determine whether plans, quality of work, and materials comply with existing code requirements; conducts final inspection at completion of installation, posts release to computer screen for permit control. Monitors and releases hold of landscaping on permit control. Informs and explains to property owners and contractors of landscape laws and regulations; enlists support of property owners in carrying out these laws; notifies contractors and property owners who are in violation of the laws. Works in conjunction with the City of Huntsville Inspection Director setting six month bonds to insure completion of landscaping after issuance of the Certificate of Occupancy based on the bond. Investigates complaints regarding landscape violations; cooperates and coordinates work with other City departments and agencies; accompanies interested authorities on inspection trips; monitors compliance with approved landscaping sections; issues landscape violations notices and citations. Monitors landscape properties that planting materials are kept in compliance. Investigates complaints from administration, City Council and citizens concerning dead, diseased, or nuisance trees as required by the City's ordinances.

5. In consideration of the services rendered hereunder, the City shall pay to Hawk at the rate of $44.46 per hour for a maximum of 16 hours per week with the total sum Not to Exceed THITRY SEVEN THOUSAND

President of the City Council of the City of Huntsville, AL
Date: December 15, 2022

AND NO/100 DOLLARS ($37,000) per year which shall be paid bi-weekly in accordance with the City's regular payroll processing system. During the term of this agreement, Hawk shall not receive any cost of living adjustment approved by the City Council for all other employees of the City. In addition, Hawk shall not receive any benefits available to any employee of the City except those benefits he receives as a result of being retired from regular employment with the City.

6. Except as specified herein, Hawk shall be subject to all policies applicable to part-time employment.

7. The City shall provide Hawk a parking space during work hours at a location determined by the City's Director of Parking and Public Transit.

8. Hawk acknowledges that confidential information may be made available to him in connection with his work pursuant to this agreement. Hawk agrees not to disclose the confidential information to any third party at any time following execution of this agreement. This clause shall survive the termination of this agreement.

9. This agreement constitutes the entire agreement between the parties.

**IN WITNESS WHEREOF,** the parties hereto have executed this agreement on the day and year first Above written.

_____
Charles G. Hawk an Individual

CITY OF HUNTSVILLE, ALABAMA
a municipal corporation

BY: _____
Tommy Battle
ITS: Mayor

ATTEST:

BY: _____
Kenneth Benion
ITS: Clerk-Treasurer

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** 2022-1135

**Department:** Police

**Subject:** **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Aaron Holdiman.

Resolution No.

**Does this item need to be published?** **No**

If yes, please list preferred date(s) of publication: _____

**Finance Information:**

**Account Number:** 1000-41-41100-501010-00000000-

**City Cost Amount: $** 39,000 maximum

**Total Cost: $** 39,000 maximum

**Special Circumstances: N/A**

**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:**

Special employee agreement for police department employee, Aaron Holdiman, to continue with the Records Management System implementation.

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** TMP-2350

**Department:** Police

**Subject:** **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Aaron Holdiman.

Resolution No.

**Does this item need to be published?** **No**

If yes, please list preferred date(s) of publication: _____

**Finance Information:**

**Account Number:** 1000-41-41100-501010-00000000-

**City Cost Amount:** $ 39,000 maximum

**Total Cost:** $ 39,000 maximum

**Special Circumstances: N/A**

**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:**

Special employee agreement for police department employee, Aaron Holdiman, to continue with the Records Management System implementation.

**RESOLUTION NO. 22-____**

**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 Aaron Holdiman, 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 "Special Employee Agreement between the City of Huntsville and Aaron Holdiman" consisting of three (3) pages and the date of December 15, 2022 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 15th day of December, 2022.

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

APPROVED this the 15th day of December, 2022.

_____
Mayor of the City of Huntsville, Alabama

SPECIAL EMPLOYEE
AGREEMENT BETWEEN
THE CITY OF HUNTSVILLE
AND AARON HOLDIMAN
STATE OF ALABAMA
COUNTY OF MADISON

**THIS AGREEMENT** is made and entered into on the 15th of December 2022, by and between Aaron Holdiman, an individual, ("Employee") and the City of Huntsville, Alabama, a municipal corporation in the State of Alabama ("City"),

**WITNESSETH:**

In consideration of the mutual promises and covenants herein contained, the parties do hereby agree as follows, to wit:

1. Employee shall be employed by the City of Huntsville as a Police Applications Technician in the Police Department, shall be classified as a "Special" Employee under the City's Personnel Policies and Procedures Manual, and shall be under the direct supervision of the Chief of Police. Duties of the position, Police Applications Technician, shall include all work describe on Exhibit "A" attached hereto and incorporated herein by reference.

2. In consideration of the services rendered hereunder, the City shall pay Employee at the rate of $50.00 per hour not to exceed a total of 15 hours per week, with the total sum not to exceed $39,000 per year, which shall be paid bi-weekly in accordance with the City's regular payroll processing system. During the term of this agreement, Employee shall not receive any cost of living adjustment approved by the City Council for all other employees of the City. In addition, Employee shall not receive any benefits available to any employee of the City. Employee shall have no authorization to incur any debt or obligation on behalf of the City.

3. The term of the contract shall be for a period of one (1) year commencing on December 19, 2022.

4. This contract may be terminated by either party upon thirty (30) days written notice being provided to the other party.

5. The City shall provide Employee a parking space during work hours at a location determined by the City's Director of Parking and Public Transit.

President of the City Council
Of the City of Huntsville, AL
Date: December 15, 2022

6. Except as specified herein, Employee shall be subject to all Policies applicable to part-time employees of the City of Huntsville.

7. Employee acknowledges that confidential information may be made available to him in connection with his work pursuant to this agreement. Employee agrees not to disclose the confidential information to any third party at any time following execution of this agreement. This clause shall survive the termination of this agreement.

8. This agreement constitutes the entire agreement between the parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement on the day and year first above written.

Aaron Holdiman

CITY OF HUNTSVILLE, ALABAMA
a municipal corporation

BY: _____
Tommy Battle
ITS: Mayor

## Exhibit A

## Police Applications Technician

## Job Specification and Duties

**Nature of Work**
This is technical work involving software application support, enhancement, and maintenance of the Police Records Management System and other police related software applications.

Work involves supporting, enhancing and maintaining police department software applications, inventory control of computer equipment and computer related work order system. Work also involves maintaining certain databases pertaining to critical Police records. Work is performed with independence for initiative, judgment and action, and is reviewed for adherence to policies and procedures for results achieved.

**Essential and Marginal Functions of Work**
Maintains and monitors databases relating to youthful offenders, field interview reports and warrant, arrest, and name record reviews.

Enforces database integrity and normalization of police database.

Processes obsolete juvenile records, parole hearings, and parole notifications.

Maintains employee card access system for HPD and other agencies.

Configures and prepares employee badges.

Maintains all computer inventory for HPD including hardware and software. Maintains fleet inventory.

Assigns user accounts and computer set access levels for Records Management Systems.

Prepares and teaches various training programs involving HPD computer systems; assists users with data and software/operating system problems.

Trains and certifies HPD employees in the use of NCIC/ACJIC rules and usage.

Generates and creates statistical reports from various Records Management Systems.

Schedules and coordinates installation, repairs and updates of IT Equipment.

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** 2022-1136

**Department:** Planning

**Subject:** **Type of Action:** Unanimous Consent

Introduction of an ordinance annexing 1,220.50 acres of land lying on the west side of US I-65 and east of AL Hwy 31.

Ordinance No.

**Does this item need to be published?** **Yes**

If yes, please list preferred date(s) of publication: December 23, 2022

**Finance Information:**

**Account Number:** n/a

**City Cost Amount: $** 0

**Total Cost: $** 0

**Special Circumstances:**

**Grant Funded: $** 0

**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:**
none

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** TMP-2345

**Department:** Planning

**Subject:** **Type of Action:** Unanimous Consent

Introduction of an ordinance annexing 1,220.50 acres of land lying on the west side of US I-65 and east of AL Hwy 31.

Ordinance No.

**Does this item need to be published?** **Yes**

If yes, please list preferred date(s) of publication: December 23, 2022

**Finance Information:**

**Account Number:** n/a

**City Cost Amount: $** 0

**Total Cost: $** 0

**Special Circumstances:**

**Grant Funded: $** 0

**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:**
none

**ORDINANCE NO. 22-**

**WHEREAS**, Matthew G. Haney as Member Manager of Haney and Haney, LLC, for Haney, Ltd as its General Partner, being the owner, as the term is defined by Section 11-42-20, Code of Alabama 1975, of all the property or territory hereinafter particularly described (which property or territory is hereinafter referred to as "the Property"), filed with the City Clerk-Treasurer of the City of Huntsville, Alabama, a signed and written petition requesting that the Property be annexed to the City of Huntsville, Alabama, which petition is on file with the City Clerk-Treasurer of the City of Huntsville, Alabama; and

**WHEREAS**, said petition contained the signature of the owner of the Property, and filed together with said petition was a map showing the relationship of the Property to the corporate limits of the City of Huntsville, Alabama, which map is attached hereto and incorporated herein by reference; and

**WHEREAS**, the Property is contiguous to the present city limits of the City of Huntsville, Alabama, and the Property does not lie within the corporate limits or police jurisdiction of any other municipality; and

**WHEREAS**, the City Council of the City of Huntsville, Alabama, has determined that it is necessary and proper and in the public interest that the Property be brought within the corporate limits of the City of Huntsville, Alabama, and has further determined that all legal requirements for annexing the Property have been met pursuant to Sections 11-42-20 through 11-42-24, Code of Alabama 1975.

**NOW, THEREFORE**, **BE IT ORDAINED** by the City Council of the City of Huntsville, Alabama, as follows:

1. That the City Council of the City of Huntsville, Alabama hereby finds that it is necessary and proper and in the public interest that the Property be brought within the corporate limits of the City of Huntsville, Alabama, and assents to the annexation of the Property to the City of Huntsville, Alabama;

2. That the corporate limits of the City of Huntsville, Alabama, be, and the same are hereby extended and rearranged so as to embrace and include the Property, which is particularly described as follows:

> All that part of Sections 03, 04, 09, 10, 15 and 16, Township 04 South, Range 04 West of the Huntsville Meridian, Limestone County, Alabama, particularly described as beginning at a point on the Eastern R.O.W. of US Highway 31 that is located South 89 Degrees 25 Minutes 39 Seconds West, 2005.15 feet and North 01 Degree 14 Minutes 42 Seconds West, 479.78 feet from the center of the East boundary of said Section 09; thence from the Point of Beginning, South 88 Degrees 49 Minutes 34 Seconds West, 54.61 feet; thence North 01 Degree 14 Minutes 42 Seconds West, 120.00 feet to a point; thence North 02 Degrees 16 Minutes 13 Seconds West, 452.59 feet to a point; thence North 04 Degrees 19 Minutes 53 Seconds West, 120.00 feet to a point; thence North 89 Degrees 25 Minutes 39 Seconds East, 504.57 feet to a point; thence North 05 Degrees 32 Minutes 42

Seconds West, 797.30 feet to a point; thence South 89 Degrees 26 Minutes 06
Seconds West, 505.36 feet to a point; thence North 05 Degrees 32 Minutes 42
Seconds West, 120.00 feet to a point; thence North 89 Degrees 26 Minutes 06
Seconds East, 504.04 feet to a point; thence North 05 Degrees 32 Minutes 42
Seconds West, 715.01 feet to a point; thence South 89 Degrees 26 Minutes 06
Seconds West, 504.36 feet to a point; thence North 05 Degrees 32 Minutes 42
Seconds West, 60.00 feet to a point; thence North 89 Degrees 26 Minutes 06
Seconds East, 614.32 feet to a point; thence North 01 Degree 25 Minutes 47
Seconds East, 574.28 feet to a point; thence South 89 Degrees 26 Minutes 06
Seconds West, 684.09 feet to a point; thence North 05 Degrees 32 Minutes 42
Seconds West, 120.00 feet to a point; thence North 89 Degrees 26 Minutes 06
Seconds East, 693.29 feet to a point; thence North 00 Degrees 22 Minutes 53
Seconds West, 553.46 feet to a point; thence South 89 Degrees 26 Minutes 06
Seconds West, 744.35 feet to a point; thence North 05 Degrees 32 Minutes 42
Seconds West, 291.00 feet to a point; thence North 89 Degrees 40 Minutes 15
Seconds East, 538.20 feet to a point; thence North 00 Degrees 19 Minutes 23
Seconds West, 381.93 feet to a point; thence South 89 Degrees 26 Minutes 06
Seconds West, 573.16 feet to a point; thence North 05 Degrees 32 Minutes 42
Seconds West, 120.00 feet to a point; thence North 89 Degrees 26 Minutes 06
Seconds East, 583.61 feet to a point; thence North 00 Degrees 33 Minutes 49
Seconds West, 358.68 feet to a point; thence North 89 Degrees 54 Minutes 31
Seconds East, 1853.51 feet to a point; thence South 89 Degrees 31 Minutes 42
Seconds East, 2662.40 feet to a point; thence South 00 Degrees 10 Minutes 02
Seconds East, 2642.37 feet to a point; thence North 89 Degrees 51 Minutes 13
Seconds East, 1319.90 feet to a point; thence South 00 Degrees 05 Minutes 02
Seconds West, 1318.14 feet to a point; thence North 89 Degrees 49 Minutes 52
Seconds East, 1329.69 feet to a point; thence South 00 Degrees 29 Minutes 15
Seconds East, 1959.15 feet to a point; thence South 00 Degrees 08 Minutes 09
Seconds East, 1995.93 feet to a point; thence South 89 Degrees 59 Minutes 31
Seconds West, 2698.21 feet to a point; thence South 00 Degrees 42 Minutes 07
Seconds East, 2544.40 feet to a point; thence South 88 Degrees 47 Minutes 42
Seconds West, 4481.32 feet to a point; thence North 04 Degrees 57 Minutes 26
Seconds West, 397.99 feet to a point; thence North 87 Degrees 19 Minutes 14
Seconds East, 399.75 feet to a point; thence North 04 Degrees 45 Minutes 56
Seconds West, 826.04 feet to a point; thence South 87 Degrees 19 Minutes 14
Seconds West, 373.93 feet to a point; thence North 05 Degrees 00 Minutes 44
Seconds West, 60.06 feet to a point; thence North 87 Degrees 19 Minutes 14
Seconds East, 371.62 feet to a point; thence North 04 Degrees 46 Minutes 27
Seconds West, 580.21 feet to a point; thence South 62 Degrees 15 Minutes 52
Seconds East, 165.42 feet to a point; thence North 24 Degrees 28 Minutes 19
Seconds East, 840.47 feet to a point; thence North 89 Degrees 03 Minutes 51
Seconds East, 1356.15 feet to a point; thence North 13 Degrees 32 Minutes 44
Seconds West, 54.93 feet to a point; thence South 89 Degrees 59 Minutes 31
Seconds West, 233.06 feet to a point; thence North 00 Degrees 04 Minutes 00
Seconds West, 2815.00 feet to a point; thence South 89 Degrees 25 Minutes 39

Seconds West, 1583.53 feet to a point; thence North 01 Degree 14 Minutes 42 Seconds West, 359.78 feet to a point; thence South 89 Degrees 07 Minutes 46 Seconds West, 428.43 feet back to the Point of Beginning and containing 1,220.50 acres, more or less.

3. That this ordinance shall be published as provided by law, and become effective upon its publication as required by law.

4. That the Mayor and City Clerk-Treasurer of the City of Huntsville, Alabama, are hereby authorized, requested, and directed for and on behalf of the governing body of the City to file a description of the property or territory herein annexed in the Office of the Judge of Probate of Limestone County, Alabama.

**ADOPTED** this the _____ day of _____, 2022.

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

**APPROVED** this the _____ day of _____, 2022.

_____
Mayor of the City of Huntsville,
Alabama

**STATE OF ALABAMA )**
**)**
**COUNTY OF MADISON )**

**PETITION FOR ANNEXATION TO THE CITY OF HUNTSVILLE, ALABAMA, PURSUANT TO SECTIONS 11-42-20 THROUGH 11-42-24 INCLUSIVE, CODE OF ALA. 1975 (AS AMENDED)**

**TO: The City Clerk-Treasurer of the City of Huntsville, Alabama, and the City Council of the City of Huntsville, Alabama**

**FROM: Matthew G. Haney as Member Manager of Haney and Haney, LLC, for Haney, Ltd as its General Partner (hereinafter referred to as "the petitioner")**

A. The Petitioner do hereby sign and file with the City Clerk-Treasurer of the City of Huntsville, Alabama, this written petition requesting that the real property or territory hereinafter described, which real property or territory is hereinafter referred to as "the Property", be annexed to the City of Huntsville, Alabama, under the authority of and pursuant to Sections 11-42-20 through 11-42-24 of the Code of Alabama 1975; and in support thereof do hereby certify as follows:

1. That the Petitioner is the owner of the Property, as the term "owner" is defined by Section 11-42-20, Code of Alabama 1975.

2. That the Property is situated in **Limestone County, Alabama**, and is accurately described on the attached Exhibit "A", which exhibit is incorporated herein by reference.

3. That the Petitioner has the right and authority to make and file this petition for annexation.

4. That the Property is contiguous to the existing corporate limits of the City of Huntsville, Alabama.

5. That the Property does not lie within the corporate limits or police jurisdiction of any other municipality.

6. That the Petitioner has attached hereto as Exhibit "B", which exhibit is incorporated herein by reference, and filed herewith a map of the Property showing its relationship to the corporate limits of the City of Huntsville, Alabama, which said map is further identified as being entitled "Haney Property to be Annexed."

B. This petition may be signed in any number of counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same petition.

THE FOREGOING CONSIDERED, I, the Petitioner hereby petition and request that the City Council of the City of Huntsville, Alabama, adopt an ordinance assenting to the annexation of the Property to the City of Huntsville, Alabama, all in accordance with the statutes herein provided.

IN WITNESS WHEREOF, I, the undersigned Petitioner have hereunto subscribed my name as of the 29th day of November, 2022.

**PETITIONER:**
Haney, Ltd by Haney and Haney, LLC as its General Partner

Signature: _____
Matthew G. Haney

As its: Member Manager

STATE OF ALABAMA )
)
COUNTY OF Madison )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Matthew G. Haney, whose name is signed to the foregoing annexation petition and who are known to me, acknowledged before me on this date that, being informed of the contents of said petition, he executed the same voluntarily as of the day the same bears date.

Given under my hand and official seal of office, this the 29th day of November 2022.

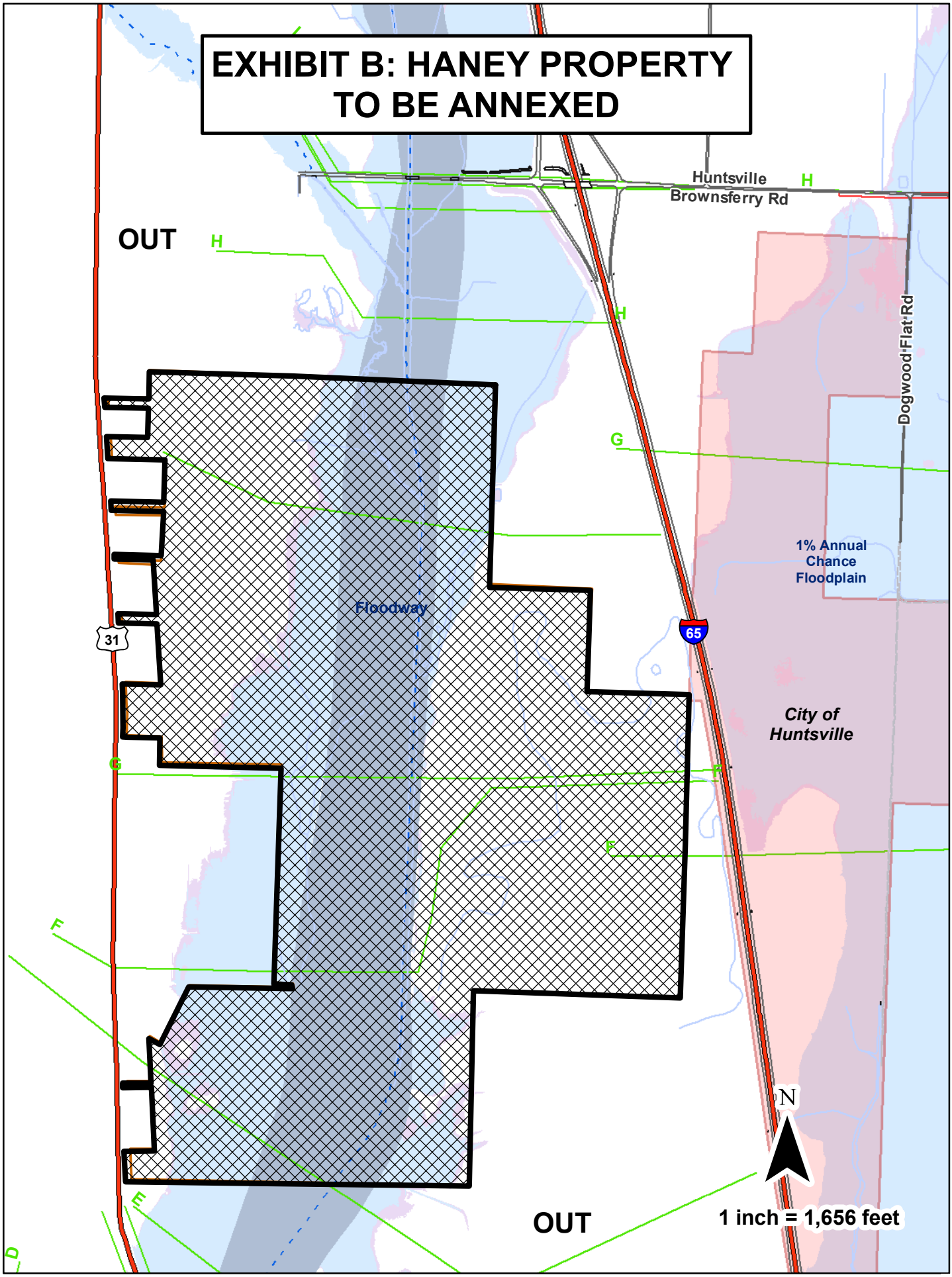
Mary A Ridgeway (SEAL)
NOTARY PUBLIC

Expiration Date: 4/28/2025

Exhibit “A”
(Legal Description of the Property)

All that part of Sections 03, 04, 09, 10, 15 and 16, Township 04 South, Range 04 West of the Huntsville Meridian, Limestone County, Alabama, particularly described as beginning at a point on the Eastern R.O.W. of US Highway 31 that is located South 89 Degrees 25 Minutes 39 Seconds West, 2005.15 feet and North 01 Degree 14 Minutes 42 Seconds West, 479.78 feet from the center of the East boundary of said Section 09; thence from the Point of Beginning, South 88 Degrees 49 Minutes 34 Seconds West, 54.61 feet; thence North 01 Degree 14 Minutes 42 Seconds West, 120.00 feet to a point; thence North 02 Degrees 16 Minutes 13 Seconds West, 452.59 feet to a point; thence North 04 Degrees 19 Minutes 53 Seconds West, 120.00 feet to a point; thence North 89 Degrees 25 Minutes 39 Seconds East, 504.57 feet to a point; thence North 05 Degrees 32 Minutes 42 Seconds West, 797.30 feet to a point; thence South 89 Degrees 26 Minutes 06 Seconds West, 505.36 feet to a point; thence North 05 Degrees 32 Minutes 42 Seconds West, 120.00 feet to a point; thence North 89 Degrees 26 Minutes 06 Seconds East, 504.04 feet to a point; thence North 05 Degrees 32 Minutes 42 Seconds West, 715.01 feet to a point; thence South 89 Degrees 26 Minutes 06 Seconds West, 504.36 feet to a point; thence North 05 Degrees 32 Minutes 42 Seconds West, 60.00 feet to a point; thence North 89 Degrees 26 Minutes 06 Seconds East, 614.32 feet to a point; thence North 01 Degree 25 Minutes 47 Seconds East, 574.28 feet to a point; thence South 89 Degrees 26 Minutes 06 Seconds West, 684.09 feet to a point; thence North 05 Degrees 32 Minutes 42 Seconds West, 120.00 feet to a point; thence North 89 Degrees 26 Minutes 06 Seconds East, 693.29 feet to a point; thence North 00 Degrees 22 Minutes 53 Seconds West, 553.46 feet to a point; thence South 89 Degrees 26 Minutes 06 Seconds West, 744.35 feet to a point; thence North 05 Degrees 32 Minutes 42 Seconds West, 291.00 feet to a point; thence North 89 Degrees 40 Minutes 15 Seconds East, 538.20 feet to a point; thence North 00 Degrees 19 Minutes 23 Seconds West, 381.93 feet to a point; thence South 89 Degrees 26 Minutes 06 Seconds West, 573.16 feet to a point; thence North 05 Degrees 32 Minutes 42 Seconds West, 120.00 feet to a point; thence North 89 Degrees 26 Minutes 06 Seconds East, 583.61 feet to a point; thence North 00 Degrees 33 Minutes 49 Seconds West, 358.68 feet to a point; thence North 89 Degrees 54 Minutes 31 Seconds East, 1853.51 feet to a point; thence South 89 Degrees 31 Minutes 42 Seconds East, 2662.40 feet to a point; thence South 00 Degrees 10 Minutes 02 Seconds East, 2642.37 feet to a point; thence North 89 Degrees 51 Minutes 13 Seconds East, 1319.90 feet to a point; thence South 00 Degrees 05 Minutes 02 Seconds West, 1318.14 feet to a point; thence North 89 Degrees 49 Minutes 52 Seconds East, 1329.69 feet to a point; thence South 00 Degrees 29 Minutes 15 Seconds East, 1959.15 feet to a point; thence South 00 Degrees 08 Minutes 09 Seconds East, 1995.93 feet to a point; thence South 89 Degrees 59 Minutes

31 Seconds West, 2698.21 feet to a point; thence South 00 Degrees 42 Minutes 07 Seconds East, 2544.40 feet to a point; thence South 88 Degrees 47 Minutes 42 Seconds West, 4481.32 feet to a point; thence North 04 Degrees 57 Minutes 26 Seconds West, 397.99 feet to a point; thence North 87 Degrees 19 Minutes 14 Seconds East, 399.75 feet to a point; thence North 04 Degrees 45 Minutes 56 Seconds West, 826.04 feet to a point; thence South 87 Degrees 19 Minutes 14 Seconds West, 373.93 feet to a point; thence North 05 Degrees 00 Minutes 44 Seconds West, 60.06 feet to a point; thence North 87 Degrees 19 Minutes 14 Seconds East, 371.62 feet to a point; thence North 04 Degrees 46 Minutes 27 Seconds West, 580.21 feet to a point; thence South 62 Degrees 15 Minutes 52 Seconds East, 165.42 feet to a point; thence North 24 Degrees 28 Minutes 19 Seconds East, 840.47 feet to a point; thence North 89 Degrees 03 Minutes 51 Seconds East, 1356.15 feet to a point; thence North 13 Degrees 32 Minutes 44 Seconds West, 54.93 feet to a point; thence South 89 Degrees 59 Minutes 31 Seconds West, 233.06 feet to a point; thence North 00 Degrees 04 Minutes 00 Seconds West, 2815.00 feet to a point; thence South 89 Degrees 25 Minutes 39 Seconds West, 1583.53 feet to a point; thence North 01 Degree 14 Minutes 42 Seconds West, 359.78 feet to a point; thence South 89 Degrees 07 Minutes 46 Seconds West, 428.43 feet back to the Point of Beginning and containing 1,220.50 acres, more or less.


EXHIBIT B: HANEY PROPERTY TO BE ANNEXED
Huntsville Brownsferry Rd
H
OUT
H
H
Dogwood Flat Rd
G
1% Annual Chance Floodplain
Floodway
31
65
City of Huntsville
G
F
F
F
E
D
OUT
N
1 inch = 1,656 feet

# **ANNEXATION SUMMARY:** HANEY

November 16, 2022

| | |
|---|---|
| PETITIONER: | Matthew G. Haney as Member Manager of Haney and Haney, LLC, for Haney, Ltd as its General Partner |
| LOCATION: | On the west of US I-65 and east of AL Hwy 31<br><br>Township 04 South, Range 04 West, Sections 03, 04, 09, 10, 15 and 16 |
| ACREAGE: | 1,220.50 acres |
| REASON FOR REQUEST: | City Services |

## ANNEXATION GUIDELINES: Haney

1. Annexations that would fill in or make more regular the existing corporate limits should be strongly encouraged.

WOULD CONTINUE ONGOING ANNEXATIONS IN THIS AREA

2. The remaining tax islands should be annexed when ownership changes and redevelopment occurs….

NOT A TAX ISLAND

3. Annexations of land in subdivisions….

NOT PART OF A SUBDIVISION

4. Corridors are discouraged….

NOT A CORRIDOR

5. Point-to-point annexations should be discouraged….

NOT A POINT-TO-POINT CONNECTION

6. Owners living on land expected to be annexed within the ninety-day period preceding a municipal election….

NO MUNICIPAL ELECTION AT TIME OF ANNEXATION

7. Land which is known to be contaminated should not be annexed until such danger has been mitigated.

NO KNOWN CONTAMINATION

8. The annexation of land that would contribute to the city's economic development through an increase in taxes….

AGRICULTURAL LAND

9. The city should require petitions for annexation referenda to satisfy additional conditions….

NOT A REFERENDA

10. City planners will explain to all annexation petitioners the policies under which services are provided.

POLICY STATEMENT SIGNED BY OWNERS; COPY ATTACHED

## STATEMENT REGARDING
## PROVISION OF CITY SERVICES TO NEWLY ANNEXED LANDS

City services will be provided to all newly annexed lands according to the same policies that already govern in Huntsville. This means that Huntsville police and fire departments will respond to calls; garbage and trash will be collected by city sanitation; and school children will attend city rather than county schools. Transportation for students attending the city schools will be the responsibility of their parents. All applicable city ordinances will be enforced including the implementation of zoning regulations. Please note that the National agency that established the rating schedule for fire insurance premiums (ISO) assigns a higher rate to property that is over 5 road miles from their responding fire station and/or over 1000 feet from a fire hydrant.

Water service is provided by Huntsville Utilities; however if the annexed land is already served by another water authority, the existing situation should be expected to continue until such time as development pressure or legal agreements between water authorities makes it feasible or possible for Huntsville Utilities to assume control of the water lines or extend new mains. The cost of main extensions usually are borne by the property owner.

Likewise, it has long been city policy to expand sanitary sewer service on a cost benefit basis. This policy applies to all land within the city regardless of its annexation date. In addition, the city has adopted a capital improvement plan to guide investment in infrastructure. In order for an area to be considered for road construction, drainage improvements, recreational or community facilities, new fire stations, or sanitary sewer extension, the area must be in the city and then must be prioritized according to need. Newly annexed land will be accorded the same consideration as other city lands.

Lastly, it is important to understand that those autonomous boards, agencies and utilities that have authority over the delivery of specific public services set their own policies and procedures.

* * * * * * * * * *

**I have read the above statement governing the delivery of city services to lands annexed into the city of Huntsville, and I agree to these conditions as they may pertain to any of my lands that are annexed.**

**Petitioner** Hang LTD. **Date** 10/31/2022

**Petitioner** _____ **Date** _____

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** 2022-1137

**Department:** Planning

**Subject:** **Type of Action:** Unanimous Consent

Introduction of an ordinance annexing 0.50 acres of land lying on the west of US I-65 and east of AL Hwy 31.

Ordinance No.

**Does this item need to be published?** **Yes**

If yes, please list preferred date(s) of publication: __December 23, 2022_____

**Finance Information:**

**Account Number:** n/a

**City Cost Amount: $** 0

**Total Cost: $** 0

**Special Circumstances:**

**Grant Funded: $** 0

**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:**

none

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** TMP-2414

**Department:** Planning

**Subject:** **Type of Action:** Unanimous Consent

Introduction of an ordinance annexing 0.50 acres of land lying on the west of US I-65 and east of AL Hwy 31.

Ordinance No.

**Does this item need to be published?** **Yes**

If yes, please list preferred date(s) of publication: __December 23, 2022_____

**Finance Information:**

**Account Number:** n/a

**City Cost Amount: $** 0

**Total Cost: $** 0

**Special Circumstances:**

**Grant Funded: $** 0

**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:**

none

**ORDINANCE NO. 22-**

**WHEREAS**, Ruth Ann Burnett, Rowe Doris Royer by Ruth Sanderson Burnett as her Agent, and Judy Kay Page by Vernon S. Page as her Agent, being the owners, as the term is defined by Section 11-42-20, Code of Alabama 1975, of all the property or territory hereinafter particularly described (which property or territory is hereinafter referred to as "the Property"), filed with the City Clerk-Treasurer of the City of Huntsville, Alabama, a signed and written petition requesting that the Property be annexed to the City of Huntsville, Alabama, which petition is on file with the City Clerk-Treasurer of the City of Huntsville, Alabama; and

**WHEREAS**, said petition contained the signatures of the owners of the Property, and filed together with said petition was a map showing the relationship of the Property to the corporate limits of the City of Huntsville, Alabama, which map is attached hereto and incorporated herein by reference; and

**WHEREAS**, the Property is contiguous to the present city limits of the City of Huntsville, Alabama, and the Property does not lie within the corporate limits or police jurisdiction of any other municipality; and

**WHEREAS**, the City Council of the City of Huntsville, Alabama, has determined that it is necessary and proper and in the public interest that the Property be brought within the corporate limits of the City of Huntsville, Alabama, and has further determined that all legal requirements for annexing the Property have been met pursuant to Sections 11-42-20 through 11-42-24, Code of Alabama 1975.

**NOW, THEREFORE**, **BE IT ORDAINED** by the City Council of the City of Huntsville, Alabama, as follows:

1. That the City Council of the City of Huntsville, Alabama hereby finds that it is necessary and proper and in the public interest that the Property be brought within the corporate limits of the City of Huntsville, Alabama, and assents to the annexation of the Property to the City of Huntsville, Alabama;

2. That the corporate limits of the City of Huntsville, Alabama, be, and the same are hereby extended and rearranged so as to embrace and include the Property, which is particularly described as follows:

> All that part of Section 11, Township 04 South, Range 04 West of the Huntsville Meridian, Limestone County, Alabama, particularly described as commencing at a point located at the Northwest Corner of said Section 11; thence from the Point of Commencement, South along the western boundary of said Section 11 a distance of 1390.00 feet to the Point of Beginning; thence from the Point of Beginning, South 89 Degrees 00 Minutes 00 Seconds East a distance of 154.31 feet; thence South 10 Degrees 10 Minutes 46 Seconds East a distance of 133.30 feet; thence North 88 Degrees 45 Minutes 17 Seconds West a distance of 181.85 feet to a point located on the western boundary of said Section 11; thence North along the western boundary of said Section 11 a distance of 130.00 feet back to the Point of Beginning and containing 0.50 acres, more or less.

3. That this ordinance shall be published as provided by law, and become effective upon its publication as required by law.

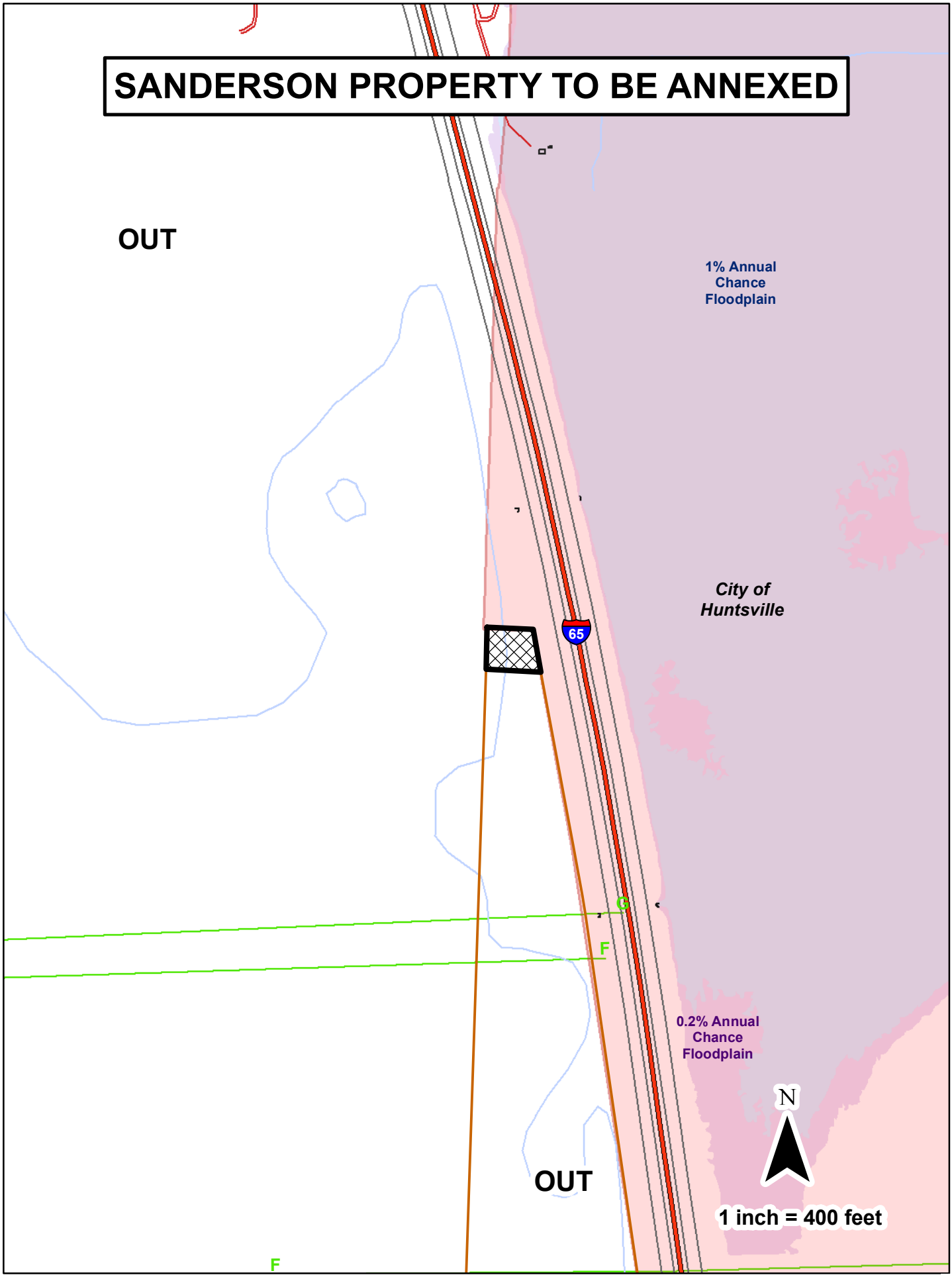
4. That the Mayor and City Clerk-Treasurer of the City of Huntsville, Alabama, are hereby authorized, requested, and directed for and on behalf of the governing body of the City to file a description of the property or territory herein annexed in the Office of the Judge of Probate of Limestone County, Alabama.

**ADOPTED** this the _____ day of _____, 2022.

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

**APPROVED** this the _____ day of _____, 2022.

_____
Mayor of the City of Huntsville,
Alabama


SANDERSON PROPERTY TO BE ANNEXED
OUT
1% Annual Chance Floodplain
City of Huntsville
65
G
F
0.2% Annual Chance Floodplain
N
OUT
1 inch = 400 feet
F

**STATE OF ALABAMA )**
**)**
**COUNTY OF MADISON )**

**PETITION FOR ANNEXATION TO THE CITY OF HUNTSVILLE, ALABAMA, PURSUANT TO SECTIONS 11-42-20 THROUGH 11-42-24 INCLUSIVE, CODE OF ALA. 1975 (AS AMENDED)**

**TO: The City Clerk-Treasurer of the City of Huntsville, Alabama, and the City Council of the City of Huntsville, Alabama**

**FROM: Ruth Ann Burnett, Rowe Doris Royer by Ruth Sanderson Burnett as her Agent, and Judy Kay Page by Vernon S. Page as her Agent (hereinafter referred to as "the petitioners")**

A. The Petitioners do hereby sign and file with the City Clerk-Treasurer of the City of Huntsville, Alabama, this written petition requesting that the real property or territory hereinafter described, which real property or territory is hereinafter referred to as "the Property", be annexed to the City of Huntsville, Alabama, under the authority of and pursuant to Sections 11-42-20 through 11-42-24 of the Code of Alabama 1975; and in support thereof do hereby certify as follows:

1. That the Petitioners are the owners of the Property, as the term "owner" is defined by Section 11-42-20, Code of Alabama 1975.

2. That the Property is situated in **Limestone County, Alabama**, and is accurately described on the attached Exhibit "A", which exhibit is incorporated herein by reference.

3. That the Petitioners have the right and authority to make and file this petition for annexation.

4. That the Property is contiguous to the existing corporate limits of the City of Huntsville, Alabama.

5. That the Property does not lie within the corporate limits or police jurisdiction of any other municipality.

6. That the Petitioners have attached hereto as Exhibit "B", which exhibit is incorporated herein by reference, and filed herewith a map of the Property showing its relationship to the corporate limits of the City of Huntsville, Alabama, which said map is further identified as being entitled "Sanderson Property to be Annexed."

B. This petition may be signed in any number of counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same petition.

THE FOREGOING CONSIDERED, we, the Petitioners hereby petition and request that the City Council of the City of Huntsville, Alabama, adopt an ordinance assenting to the annexation of the Property to the City of Huntsville, Alabama, all in accordance with the statutes herein provided.

IN WITNESS WHEREOF, we, the undersigned Petitioners have hereunto subscribed our names as of the 1st day of December, 2022.

**PETITIONERS:**

Signature: Ruth Ann Burnett

Ruth Ann Burnett

Rowe Doris Royer

Signature: Ruth Sanderson Burnett

by Ruth Sanderson Burnett,
her Agent

Judy Kay Page

Signature: Vernon S Gage

by Vernon S. Page, her Agent

STATE OF ALABAMA )
)
COUNTY OF Morgan )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Ruth Ann Burnett, also known as Ruth Sanderson Burnett, whose name is signed to the foregoing annexation petition and who is known to me, acknowledged before me on this date that, being informed of the contents of said petition, she executed the same voluntarily as of the day the same bears date.

Given under my hand and official seal of office, this the 1st day of December, 2022.

Donna Davis (SEAL)
NOTARY PUBLIC
July 6, 2026
Expiration

STATE OF ALABAMA )
)
COUNTY OF Morgan )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Ruth Sanderson Burnett, whose name as agent for Rowe Doris Royer, also known as Rowe Doris Sanderson Royer, is signed to the foregoing annexation petition and who is known to me, acknowledged before me on this date that, being informed of the contents of said petition, she, in her capacity as such agent for Rowe Doris Royer, executed the same voluntarily as of the day the same bears date.

Given under my hand and official seal of office, this the 1st day of December 2022.

Donna Davis (SEAL)
NOTARY PUBLIC
July 6, 2026
Expiration

STATE OF ALABAMA )
)
COUNTY OF Morgan )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Vernon S. Page, whose name as agent for Judy K. Page, is signed to the foregoing annexation petition and who is known to me, acknowledged before me on this date that, being informed of the contents of said petition, he, in his capacity as such agent for Judy K. Page, executed the same voluntarily as of the day the same bears date.

Given under my hand and official seal of office, this the 1st day of December 2022.

Donna Jarvis (SEAL)
NOTARY PUBLIC

Expiration Date: July 6, 2026

Exhibit “A”
(Legal Description of the Property)

A one-half (1/2) acre of land taken evenly off the northern margin of the following described parcel: The Southwest Quarter of Section 11, Township 4 South, Range 4 West, and the South Half of the Northwest Quarter of Section 11, Township 4 South, Range 4 West, LESS AND EXCEPT THEREFROM, the right of way for Interstate Highway No. 65 and a right of way for a public road over a strip taken evenly off the east side thereof; and the property being located due west of the I-65 right-of-way margin and being a portion of Parcel #16-01-11-0-000-002.000.

EXHIBIT "B"



Sanderson Property to be annexed

All that part of Section 11, Township 04 South, Range 04 West of the Huntsville Meridian, Limestone County, Alabama, particularly described as commencing at a point located at the Northwest Corner of said Section 11; thence from the Point of Commencement, South along the western boundary of said Section 11 a distance of 1390.00 feet to the Point of Beginning; thence from the Point of Beginning, South 89 Degrees 00 Minutes 00 Seconds East a distance of 154.31 feet; thence South 10 Degrees 10 Minutes 46 Seconds East a distance of 133.30 feet; thence North 88 Degrees 45 Minutes 17 Seconds West a distance of 181.85 feet to a point located on the western boundary of said Section 11; thence North along the western boundary of said Section 11 a distance of 130.00 feet back to the Point of Beginning and containing 0.50 acres, more or less.

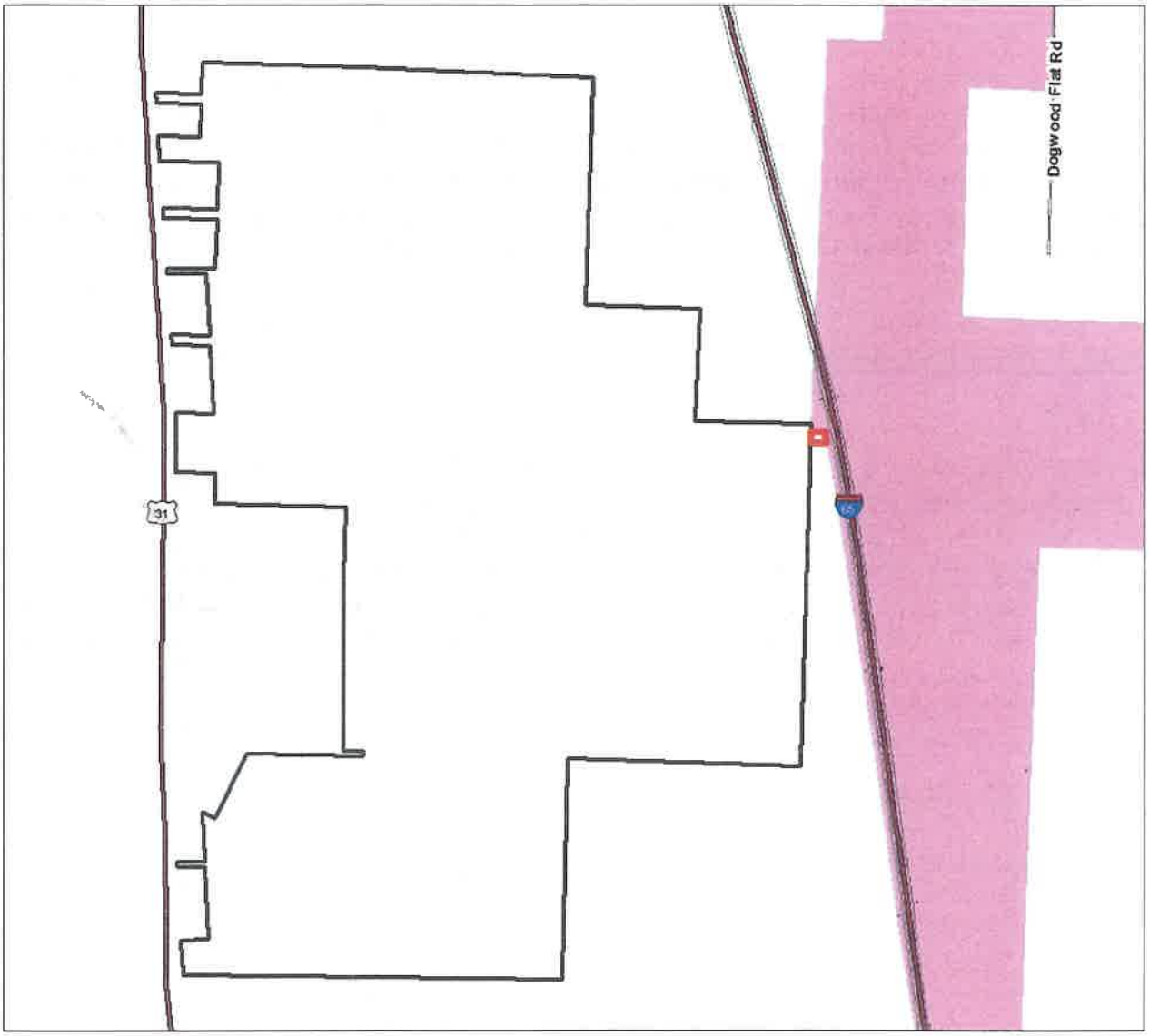
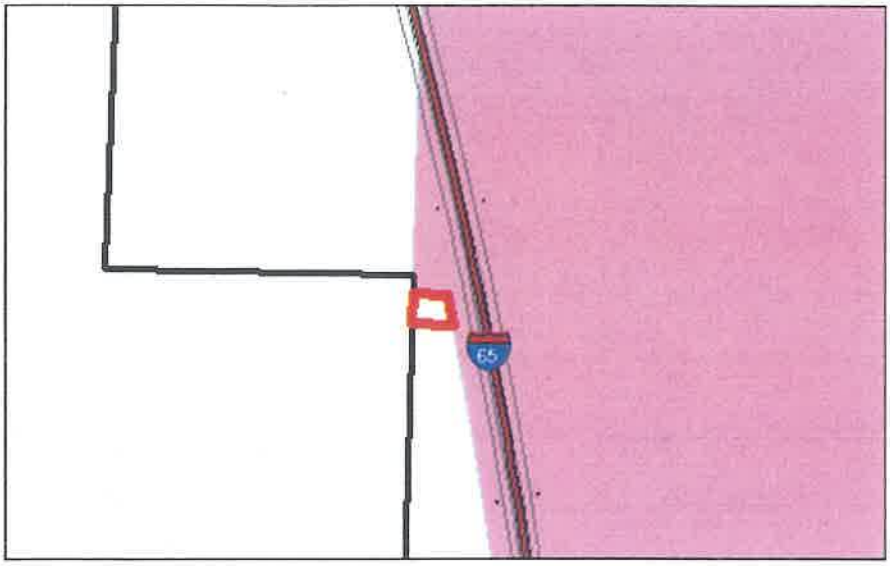


EXHIBIT "B"

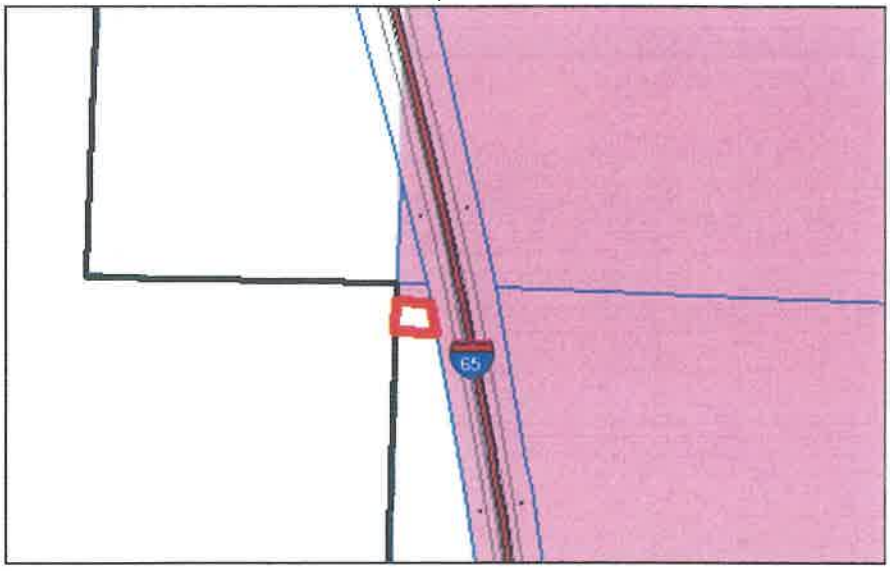


Sanderson Property to be annexed

Without parcels




With parcels



**ANNEXATION SUMMARY:** Sanderson

November 16, 2022

| | |
|---|---|
| PETITIONER: | Ruth Ann Burnett, Rowe Doris Royer by Ruth Sanderson Burnett as her Agent, and Judy Kay Page by Vernon S. Page as her Agent |
| LOCATION: | On the west of US I-65 and east of AL Hwy 31<br><br>Township 04 South, Range 04 West, Section 11 |
| ACREAGE: | 0.50 acres |
| REASON FOR REQUEST: | City Services |

## ANNEXATION GUIDELINES: Sanderson

1. Annexations that would fill in or make more regular the existing corporate limits should be strongly encouraged.

WOULD CONTINUE ONGOING ANNEXATIONS IN THIS AREA

2. The remaining tax islands should be annexed when ownership changes and redevelopment occurs….

NOT A TAX ISLAND

3. Annexations of land in subdivisions….

NOT PART OF A SUBDIVISION

4. Corridors are discouraged….

NOT A CORRIDOR

5. Point-to-point annexations should be discouraged….

NOT A POINT-TO-POINT CONNECTION

6. Owners living on land expected to be annexed within the ninety-day period preceding a municipal election….

NO MUNICIPAL ELECTION AT TIME OF ANNEXATION

7. Land which is known to be contaminated should not be annexed until such danger has been mitigated.

NO KNOWN CONTAMINATION

8. The annexation of land that would contribute to the city's economic development through an increase in taxes….

AGRICULTURAL LAND

9. The city should require petitions for annexation referenda to satisfy additional conditions….

NOT A REFERENDA

10. City planners will explain to all annexation petitioners the policies under which services are provided.

POLICY STATEMENT SIGNED BY OWNERS; COPY ATTACHED

## STATEMENT REGARDING
## PROVISION OF CITY SERVICES TO NEWLY ANNEXED LANDS

City services will be provided to all newly annexed lands according to the same policies that already govern in Huntsville. This means that Huntsville police and fire departments will respond to calls; garbage and trash will be collected by city sanitation; and school children will attend city rather than county schools. Transportation for students attending the city schools will be the responsibility of their parents. All applicable city ordinances will be enforced including the implementation of zoning regulations. Please note that the National agency that established the rating schedule for fire insurance premiums (ISO) assigns a higher rate to property that is over 5 road miles from their responding fire station and/or over 1000 feet from a fire hydrant.

Water service is provided by Huntsville Utilities; however if the annexed land is already served by another water authority, the existing situation should be expected to continue until such time as development pressure or legal agreements between water authorities makes it feasible or possible for Huntsville Utilities to assume control of the water lines or extend new mains. The cost of main extensions usually are borne by the property owner.

Likewise, it has long been city policy to expand sanitary sewer service on a cost benefit basis. This policy applies to all land within the city regardless of its annexation date. In addition, the city has adopted a capital improvement plan to guide investment in infrastructure. In order for an area to be considered for road construction, drainage improvements, recreational or community facilities, new fire stations, or sanitary sewer extension, the area must be in the city and then must be prioritized according to need. Newly annexed land will be accorded the same consideration as other city lands.

Lastly, it is important to understand that those autonomous boards, agencies and utilities that have authority over the delivery of specific public services set their own policies and procedures.

* * * * * * * * * *

**I have read the above statement governing the delivery of city services to lands annexed into the city of Huntsville, and I agree to these conditions as they may pertain to any of my lands that are annexed.**

**Petitioner** Ruth Burnett **Date** 11/28/2022

Rowe Doris Sanderson Royer

**Petitioner** By: Ruth Burnett **Date** 11/28/2022

Ruth S. Burnett, her agent

Judy Sanderson Page

By: Vernon S Page Date: 11/28/2022

Vernon S. Page, her agent

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** 2022-1138

**Department:** Planning

**Subject:** **Type of Action:** Introduction

Introduction of an ordinance annexing 3.47 acres of land lying on the north side of Winchester Rd and east of Bradford Ln.

Ordinance No.

**Does this item need to be published?** **Yes**

If yes, please list preferred date(s) of publication: February 3, 2023

**Finance Information:**

**Account Number:** n/a

**City Cost Amount: $** 0

**Total Cost: $** 0

**Special Circumstances:**

**Grant Funded: $** 0

**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:**
none

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** TMP-2346

**Department:** Planning

**Subject:** **Type of Action:** Introduction

Introduction of an ordinance annexing 3.47 acres of land lying on the north side of Winchester Rd and east of Bradford Ln. (Planning)

Ordinance No.

**Does this item need to be published?** **Yes**

If yes, please list preferred date(s) of publication: February 3, 2023

**Finance Information:**

**Account Number:** n/a

**City Cost Amount: $** 0

**Total Cost: $** 0

**Special Circumstances:**

**Grant Funded: $** 0

**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:**
none

**ORDINANCE NO. 22-**

**WHEREAS**, S & L Properties Huntsville, LLC by Jeffrey J. Liegel, CEO of FSI, Inc., as its Manager, being the owner, as the term is defined by Section 11-42-20, Code of Alabama 1975, of all the property or territory hereinafter particularly described (which property or territory is hereinafter referred to as "the Property"), filed with the City Clerk-Treasurer of the City of Huntsville, Alabama, a signed and written petition requesting that the Property be annexed to the City of Huntsville, Alabama, which petition is on file with the City Clerk-Treasurer of the City of Huntsville, Alabama; and

**WHEREAS**, said petition contained the signature of the owner of the Property, and filed together with said petition was a map showing the relationship of the Property to the corporate limits of the City of Huntsville, Alabama, which map is attached hereto and incorporated herein by reference; and

**WHEREAS**, the Property is contiguous to the present city limits of the City of Huntsville, Alabama, and the Property does not lie within the corporate limits or police jurisdiction of any other municipality; and

**WHEREAS**, the City Council of the City of Huntsville, Alabama, has determined that it is necessary and proper and in the public interest that the Property be brought within the corporate limits of the City of Huntsville, Alabama, and has further determined that all legal requirements for annexing the Property have been met pursuant to Sections 11-42-20 through 11-42-24, Code of Alabama 1975.

**NOW, THEREFORE**, **BE IT ORDAINED** by the City Council of the City of Huntsville, Alabama, as follows:

1. That the City Council of the City of Huntsville, Alabama hereby finds that it is necessary and proper and in the public interest that the Property be brought within the corporate limits of the City of Huntsville, Alabama, and assents to the annexation of the Property to the City of Huntsville, Alabama;

2. That the corporate limits of the City of Huntsville, Alabama, be, and the same are hereby extended and rearranged so as to embrace and include the Property, which is particularly described as follows:

> All that part of Sections 34 and 35, Township 2 South, Range 1 east of the Huntsville Meridian, Madison County, Alabama, more particularly described as beginning at a point located at the Southeast corner of said Section 34; thence North 4 Degrees 53 Minutes 34 Seconds West 174.00 feet to a point; said point is further described as the Point of True Beginning; thence North 1 Degrees 3 Minutes 54 Seconds East 698.39 feet to a point; thence South 89 Degrees 6 Minutes 10 Seconds East 231.37 feet to a point; thence South 0 Degrees 11 Minutes 39 Seconds West 434.41 feet to a point; thence South 1 Degrees 50 Minutes 30 Seconds East 140.17 feet to a point; thence South 63 Degrees 26 Minutes 6 Seconds West 69.88 feet to a point; thence South 64 Degrees 5 Minutes 37 Seconds West 101.33 feet to a point; thence South 64 Degrees 30 Minutes 43 Seconds West 103.79 feet to the Point of True Beginning and containing 3.47 acres more or less.

3. That this ordinance shall be published as provided by law, and become effective upon its publication as required by law.

4. That the Mayor and City Clerk-Treasurer of the City of Huntsville, Alabama, are hereby authorized, requested, and directed for and on behalf of the governing body of the City to file a description of the property or territory herein annexed in the Office of the Judge of Probate of Madison County, Alabama.

**ADOPTED** this the _____ day of _____, 2023.

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

**APPROVED** this the _____ day of _____, 2023.

_____
Mayor of the City of Huntsville,
Alabama

**STATE OF ALABAMA )**
**)**
**COUNTY OF MADISON )**

**PETITION FOR ANNEXATION TO THE CITY OF HUNTSVILLE, ALABAMA, PURSUANT TO SECTIONS 11-42-20 THROUGH 11-42-24 INCLUSIVE, CODE OF ALA. 1975 (AS AMENDED)**

**TO: The City Clerk-Treasurer of the City of Huntsville, Alabama, and the City Council of the City of Huntsville, Alabama**

**FROM: S & L Properties Huntsville, LLC by Jeffrey J. Liegel, CEO of FSI, Inc., as its Manager (hereinafter referred to as "the petitioner")**

A. The Petitioner do hereby sign and file with the City Clerk-Treasurer of the City of Huntsville, Alabama, this written petition requesting that the real property or territory hereinafter described, which real property or territory is hereinafter referred to as "the Property", be annexed to the City of Huntsville, Alabama, under the authority of and pursuant to Sections 11-42-20 through 11-42-24 of the Code of Alabama 1975; and in support thereof do hereby certify as follows:

1. That the Petitioner is the owner of the Property, as the term "owner" is defined by Section 11-42-20, Code of Alabama 1975.

2. That the Property is situated in **Madison County, Alabama**, and is accurately described on the attached Exhibit "A", which exhibit is incorporated herein by reference.

3. That the Petitioner has the right and authority to make and file this petition for annexation.

4. That the Property is contiguous to the existing corporate limits of the City of Huntsville, Alabama.

5. That the Property does not lie within the corporate limits or police jurisdiction of any other municipality.

6. That the Petitioner has attached hereto as Exhibit "B", which exhibit is incorporated herein by reference, and filed herewith a map of the Property showing its relationship to the corporate limits of the City of Huntsville, Alabama, which said map is further identified as being entitled "Bradford Lane Property to be Annexed."

B. This petition may be signed in any number of counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same petition.

THE FOREGOING CONSIDERED, I, the Petitioner hereby petition and request that the City Council of the City of Huntsville, Alabama, adopt an ordinance assenting to the annexation of the Property to the City of Huntsville, Alabama, all in accordance with the statutes herein provided.

IN WITNESS WHEREOF, I, the undersigned Petitioner have hereunto subscribed my name as of the 1 day of December 2022.

**PETITIONER:**
**S & L Properties Huntsville, LLC**

Signature: _____
Jeffrey J. Liegel

For: FSI, Inc. as its CEO

As its: Manager

STATE OF WISCONSIN )
)
COUNTY OF COLUMBIA )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jeffrey J. Liegel, whose name is signed to the foregoing annexation petition and who is known to me, acknowledged before me on this date that, being informed of the contents of said petition, he executed the same voluntarily as of the day the same bears date.

Given under my hand and official seal of office, this the 1 day of December 2022.

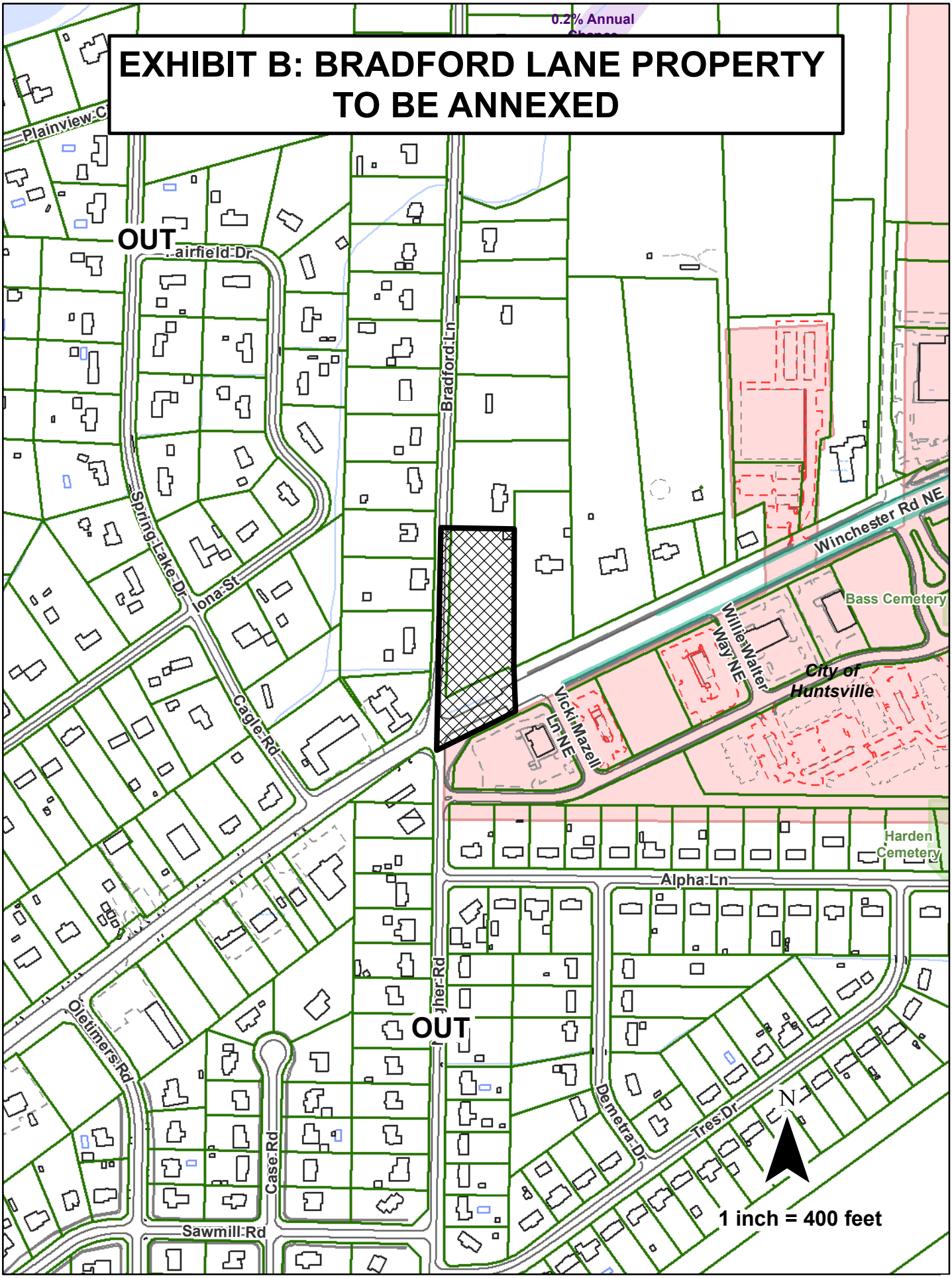
RACHEL L MEAD
Notary Public
State of Wisconsin

Rachel L Mead (SEAL)
NOTARY PUBLIC

Expiration Date: 7.14.26

Exhibit “A”
(Legal Description of the Property)

All that part of Sections 34 and 35, Township 2 South, Range 1 east of the Huntsville Meridian, Madison County, Alabama, more particularly described as beginning at a point located at the Southeast corner of said Section 34; thence North 4 Degrees 53 Minutes 34 Seconds West 174.00 feet to a point; said point is further described as the Point of True Beginning; thence North 1 Degrees 3 Minutes 54 Seconds East 698.39 feet to a point; thence South 89 Degrees 6 Minutes 10 Seconds East 231.37 feet to a point; thence South 0 Degrees 11 Minutes 39 Seconds West 434.41 feet to a point; thence South 1 Degrees 50 Minutes 30 Seconds East 140.17 feet to a point; thence South 63 Degrees 26 Minutes 6 Seconds West 69.88 feet to a point; thence South 64 Degrees 5 Minutes 37 Seconds West 101.33 feet to a point; thence South 64 Degrees 30 Minutes 43 Seconds West 103.79 feet to the Point of True Beginning and containing 3.47 acres more or less.


EXHIBIT B: BRADFORD LANE PROPERTY TO BE ANNEXED
0.2% Annual
OUT
Fairfield Dr
Bradford Ln
Spring Lake Dr
Iona St
Winchester Rd NE
Bass Cemetery
Willie Walter Way NE
City of Huntsville
Vicki Mazell Ln NE
Cagle Rd
Harden Cemetery
Alpha Ln
OUT
Oletimers Rd
Case Rd
Sawmill Rd
Demetra Dr
Tres Dr
N
1 inch = 400 feet

**ANNEXATION SUMMARY:** Bradford

November 30, 2022

| | |
|---|---|
| PETITIONER: | S & L Properties Huntsville, LLC by Jeffrey J. Liegel, CEO of FSI, Inc., as its Manager |
| LOCATION: | On the north side of Winchester Rd. and east of Bradford Lane<br><br>Township 2 South, Range 1 East, Section 35 |
| ACREAGE: | 3.47 acres |
| REASON FOR REQUEST: | City Services |

## ANNEXATION GUIDELINES: Bradford

1. Annexations that would fill in or make more regular the existing corporate limits should be strongly encouraged.

WOULD CONTINUE ONGOING ANNEXATIONS IN THIS AREA

2. The remaining tax islands should be annexed when ownership changes and redevelopment occurs….

NOT A TAX ISLAND

3. Annexations of land in subdivisions….

NOT PART OF A SUBDIVISION

4. Corridors are discouraged….

NOT A CORRIDOR

5. Point-to-point annexations should be discouraged….

NOT A POINT-TO-POINT CONNECTION

6. Owners living on land expected to be annexed within the ninety-day period preceding a municipal election….

NO MUNICIPAL ELECTION AT TIME OF ANNEXATION

7. Land which is known to be contaminated should not be annexed until such danger has been mitigated.

NO KNOWN CONTAMINATION

8. The annexation of land that would contribute to the city's economic development through an increase in taxes….

COMMERCIAL LAND

9. The city should require petitions for annexation referenda to satisfy additional conditions….

NOT A REFERENDA

10. City planners will explain to all annexation petitioners the policies under which services are provided.

POLICY STATEMENT SIGNED BY OWNERS; COPY ATTACHED

## STATEMENT REGARDING
## PROVISION OF CITY SERVICES TO NEWLY ANNEXED LANDS

City services will be provided to all newly annexed lands according to the same policies that already govern in Huntsville. This means that Huntsville police and fire departments will respond to calls; garbage and trash will be collected by city sanitation; and school children will attend city rather than county schools. Transportation for students attending the city schools will be the responsibility of their parents. All applicable city ordinances will be enforced including the implementation of zoning regulations. Please note that the National agency that established the rating schedule for fire insurance premiums (ISO) assigns a higher rate to property that is over 5 road miles from their responding fire station and/or over 1000 feet from a fire hydrant.

Water service is provided by Huntsville Utilities; however if the annexed land is already served by another water authority, the existing situation should be expected to continue until such time as development pressure or legal agreements between water authorities makes it feasible or possible for Huntsville Utilities to assume control of the water lines or extend new mains. The cost of main extensions usually are borne by the property owner.

Likewise, it has long been city policy to expand sanitary sewer service on a cost benefit basis. This policy applies to all land within the city regardless of its annexation date. In addition, the city has adopted a capital improvement plan to guide investment in infrastructure. In order for an area to be considered for road construction, drainage improvements, recreational or community facilities, new fire stations, or sanitary sewer extension, the area must be in the city and then must be prioritized according to need. Newly annexed land will be accorded the same consideration as other city lands.

Lastly, it is important to understand that those autonomous boards, agencies and utilities that have authority over the delivery of specific public services set their own policies and procedures.

* * * * * * * * * *

**I have read the above statement governing the delivery of city services to lands annexed into the city of Huntsville, and I agree to these conditions as they may pertain to any of my lands that are annexed.**

S & L PROPERTIES HUNTSVILLE LLC

**Petitioner** _____ **Date** 11-29-22

Jeffrey J. Liegel, CEO of FSI, Inc., Manager of S & L Properties Huntsville LLC (Property Owner)

**Petitioner** _____ **Date** _____

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** 2022-1139

**Department: City attorney**

**Subject:** **Type of Action:** Introduction

Introduction of an Ordinance to declare property located south of Bob Wade Lane and east of Pulaski Pike also known as Lot 2, Lanier Subdivision, consisting of 136.28 acres, as surplus and no longer needed for a municipal purpose, and authorizing the Purchase and Sale Agreement to Stanley Developers, LLC.

Ordinance No.

**Finance Information:**

**Account Number:** TBD

**City Cost Amount:** NA

**Total Cost:** $110,320.00 Purchase Price

**Special Circumstances:**

**Grant Funded:** NA

**Grant Title - CFDA or granting Agency:** NA

**Resolution #:** NA

**Location:**

**Address:** Lot 2, Lanier Subdivision
**District:** District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

**Additional Comments:**
$110,320.00 Purchase Price from Stanley developers

308 Fountain Circle
Huntsville, AL 35801

# Huntsville, Alabama

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022 **File ID:** TMP-2424

**Department: City attorney**

**Subject:** **Type of Action:** Introduction

Introduction of an Ordinance to declare property located south of Bob Wade Lane and east of Pulaski Pike also known as Lot 2, Lanier Subdivision, consisting of 136.28 acres, as surplus and no longer needed for a municipal purpose, and authorizing the Purchase and Sale Agreement to Stanley Developers, LLC.

Ordinance No.

**Finance Information:**

**Account Number:** TBD

**City Cost Amount:** NA

**Total Cost:** $110,320.00 Purchase Price

**Special Circumstances:**

**Grant Funded:** NA

**Grant Title - CFDA or granting Agency:** NA

**Resolution #:** NA

**Location:**

**Address:** Lot 2, Lanier Subdivision
**District:** District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

**Additional Comments:**
$110,320.00 Purchase Price from Stanley developers

**23-_____**

***Ordinance to Declare Property as Surplus and Authorizing and Directing its Sale***

***WHEREAS***, the City of Huntsville, an Alabama municipal corporation ("City"), is the owner of certain real property situated in Huntsville, Madison County, Alabama, containing 3.94 acres, more or less, as more particularly described as follows in Exhibit "A" attached hereto (the "Subject Property"); and

***WHEREAS***, Stanley Developers, LLC, an Alabama limited liability company, has requested that the City declare the Subject Property as surplus and offer the same for sale; and

***WHEREAS***, it is the judgment and opinion of the Mayor and the City Council of the City of Huntsville that, pursuant to §11-47-20 of the *Code of Alabama* (1975), that the Subject Property is no longer used or needed for a public purpose; and

***WHEREAS***, the Mayor of the City of Huntsville is hereby authorized to enter into that certain Purchase and Sale Agreement between the City of Huntsville and Stanley Developers, LLC, attached hereto as Exhibit "B" (the "Agreement"), and pursuant to the terms and conditions therein, the Subject Property will be sold to Stanley Developers, LLC, in exchange for One Hundred Ten Thousand Three Hundred Twenty and No/100 Dollars ($110,320.00); and

***WHEREAS***, in the judgment and opinion of the Mayor and the City Council of Huntsville, Alabama, the Subject Property having been valued at $110,320.00, finds said compensation is fair and reasonable compensation for the Subject Property; and

***WHEREAS***, it is necessary for the Mayor to execute a statutory warranty deed for the Subject Property to Stanley Developers, LLC; and

***WHEREAS***, a general and permanent ordinance is necessary to effect declaration of surplus property, for the transfer or sale of said surplus property, and to authorize the Mayor to execute a deed to the purchaser of surplus property.

***NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, ALABAMA, AS FOLLOWS:***

1. The Subject Property is found and determined not to be needed for public or municipal purposes by the City of Huntsville and is hereby declared as surplus property in accordance with the requirements of §11-47-20 of the *Code of Alabama* (1975); and

2. The Mayor of the City of Huntsville is hereby authorized and directed to execute the Agreement, and to convey the Subject Property to Stanley Developers, LLC pursuant to the terms of said Agreement, and to execute and deliver all documents required to close said sale for and on behalf of the City; and

3. The City Clerk for the City of Huntsville is hereby instructed to publish notice of this Ordinance in accordance with §11-45-8 of the *Code of Alabama* (1975); and

4. A copy of said real estate closing documents, as legally required, will be kept on file in the office of the Clerk-Treasurer of the City of Huntsville, Alabama; and

5. This ordinance shall become effective upon its approval, adoption, enactment, and publication by posting as set forth in §11-45-8(b) of the *Code of Alabama* (1975).

***ADOPTED this the _____ day of _____, 2022.***

_____
Tommy Battle, Mayor

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

U:\Sam\CITY\Pulaski Pike surplus\Detention Pond\Ordinance to Declare Surplus.docx

## EXHIBIT "A"
## (Legal Description of Subject Property)

A PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 1 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY ALABAMA, MORE PARTICULARLY DESCRIBED AS COMMENCING AT A P.K. NAIL AT THE SOUTHWEST CORNER OF SAID SECTION 33. THEN SOUTH 88 DEGREES 39 MINUTES 04 SECONDS EAST, 40.04 FEET TO A POINT ON THE WESTERN MARGIN OF THE RIGHT OF WAY OF PULASKI PIKE. THEN ALONG SAID MARGIN NORTH 00 DEGREES 36 MINUTES 12 SECONDS EAST, 332.99 FEET TO A POINT AT THE INTERSECTION OF SAID MARGIN WITH THE NORTHERN MARGIN OF A U.S. T.V.A. TRANSMISSION LINE EASEMENT, AS RECORDED IN DEED BOOK 350, PAGE 531 IN THE PROBATE OFFICE OF MADISON COUNTY, ALABAMA. THEN LEAVING SAID RIGHT OF WAY MARGIN AND ALONG SAID EASEMENT MARGIN NORTH 73 DEGREES 26 MINUTES 06 SECONDS EAST, 317.26 FEET TO THE POINT OF BEGINNING.

THEN FROM THE POINT OF BEGINNING AND ALONG SAID MARGIN NORTH 73 DEGREES 26 MINUTES 06 SECONDS EAST A DISTANCE OF 50.00 FEET TO A POINT.

THEN LEAVING SAID MARGIN SOUTH 16 DEGREES 33 MINUTES 54 SECONDS EAST A DISTANCE OF 450.00 FEET TO A POINT.

THEN NORTH 73 DEGREES 26 MINUTES O6 SECONDS EAST A DISTANCE OF 792.06 FEET TO A POINT.

THEN ALONG THE ARC OF A CURVE TO THE RIGHT WHICH HAS A RADIUS OF 117.6O FEET AND A DELTA ANGLE OF 101 DEGREES 14 MINUTES 01 SECONDS A DISTANCE OF 207.79 FEET ( A CHORD BEARING AND DISTANCE OF SOUTH 01 DEGREE 07 MINUTES 10 SECONDS EAST, 181.80 FEET ) TO A POINT.

THEN ALONG THE ARC OF A CURVE TO THE RIGHT WHICH HAS A RADIUS OF 244.02 FEET AND A DELTA ANGLE OF 31 DEGREES 59 MINUTES 06 SECONDS A DISTANCE OF 136.22 FEET (A CHORD BEARING AND DISTANCE OF SOUTH 66 DEGREES 42 MINUTES 06 SECONDS WEST, 134.46 FEET) TO A POINT.

THEN ALONG THE ARC OF A CURVE TO THE RIGHT WHICH HAS A RADIUS OF 1294.86 FEET AND A DELTA ANGLE OF 07 DEGREES 45 MINUTES 16 SECONDS, A DISTANCE OF 175.25 FEET (A CHORD BEARING AND DISTANCE OF SOUTH 83 DEGREES 29 MINUTES 40 SECONDS WEST, 175.11 FEET) TO A POINT.

THEN ALONG THE ARC OF A CURVE TO THE LEFT WHICH HAS A RADIUS OF 284.74 FEET AND A DELTA ANGLE OF 19 DEGREES 44 MINUTES 45 SECONDS, A DISTANCE OF 98.13 FEET (A CHORD BEAING AND DISTANCE OF SOUTH 71 DEGREES 47 MINUTES 30 SECONDS WEST, 97.64 FEET) TO A POINT.

THEN SOUTH 55 DEGREES 23 MINUTES 15 SECONDS WEST A DISTANCE OF 100.20 FEET TO A POINT.

THEN SOUTH 69 DEGREES 34 MINUTES 14 SECONDS WEST A DISTANCE OF 68.80 FEET TO A POINT.

THEN ALONG THE ARC OF A CURVE TO THE RIGHT WHICH HAS A RADIUS OF 280.00 FEET AND A DELTA ANGLE OF 37 DEGREES 36 MINUTES 54 SECONDS, A DISTANCE OF 183.82 FEET (A CHORD BEARING AND DISTANCE OF NORTH 84 DEGREES 33 MINUTES 54 SECONDS WEST, 180.54 FEET TO A POINT.

THEN NORTH 65 DEGREES 31 MINUTES 27 SECONDS WEST A DISTANCE OF 42.45 FEET TO A POINT.

THEN ALONG THE ARC OF A CURVE TO THE RIGHT WHICH HAS A RADIUS OF 323.68 FEET AND A DELTA ANGLE OF 14 DEGREES 14 MINUTES 20 SECONDS, A DISTANCE OF 80.44 FEET (A CHORD BEARING AND DISTANCE OF NORTH 55 DEGREES 29 MINUTES 02 SECONDS WEST, 80.23 FEET TO A POINT.

THEN NORTH 47 DEGREES 16 MINUTES 32 SECONDS WEST A DISTANCE OF 14.89 FEET TO A POINT.

THEN ALONG THE ARC OF A CURVE TO THE RIGHT WHICH HAS A RADIUS OF 61.09 FEET AND A DELTA ANGLE OF 27 DEGREES 44 MINUTES 23 SECONDS, A DISTANCE OF 29.57 FEET (A CHORD BEARING AND DISTANCE OF NORTH 32 DEGREES 31 MINUTES 28 SECONDS WEST, 29.29 FEET) TO A POINT.

THEN NORTH 73 DEGREES 26 MINUTES 06 SECONDS EAST A DISTANCE OF 39.30 FEET TO A POINT.

THEN NORTH 16 DEGREES 33 MINUTES 54 SECONDS WESTA DISTANCE OF 450.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.94 ACRES MORE OR LESS AND BEING SUBJECT TO SAID T.V.A. TRANSMISSION LINE EASEMENT.

**EXHIBIT "B"**
**(Purchase and Sale Agreement)**

*[Attach copy of Purchase and Sale Agreement between the City of Huntsville and Stanley Developers, LLC]*

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made and entered into by, between and among the **City of Huntsville,** an Alabama municipal corporation ("City" or "Seller"), and **Stanley Developers, LLC**, an Alabama limited liability company, or its assigns ("Purchaser") effective as of this _____ day of _____, 2023 (the "Effective Date").

WHEREAS, the City owns a parcel of real property located in Huntsville, Madison County, Alabama, lying to the south of Bob Wade Drive and to the east of Pulaski Pike, identified by Madison County Tax Assessor records as PPIN 510719, being a majority of Lot 2 of the Lanier Subdivision, and consisting of approximately 136.28 acres, more or less, (the "City Parcel"); and

WHEREAS, Purchaser desires to purchase from Seller and Seller desires to sell to Purchaser a portion of the City Parcel, comprised of approximately 3.94 acres, more or less, and as more particularly described in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

NOW THEREFORE, in consideration of Ten Dollars and No/100 ($10.00), the covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. Sale and Purchase of Property. Subject to and in accordance with the terms of this Agreement, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the Property, consisting of approximately 3.94 acres, more or less, as more particularly described in Exhibit "A" attached hereto, and as depicted in that certain drawing attached as Exhibit "B" hereto, together with any and all structures, fixtures and other improvements thereon and all rights, easements, interests, privileges, tenements and hereditaments appurtenant thereto (the "Property").

2. Purchase Price. The purchase price for the Property shall be One Hundred Ten Thousand Three Hundred Twenty and NO/100 Dollars ($110,320.00) (the "Purchase Price"). The Purchase Price shall be paid to Seller in cash or other immediately available funds at the closing and upon the consummation of the transaction contemplated by this Agreement (the "Closing").

3. Title Commitment. Purchaser may, at its option, obtain a title commitment from Closing Agent to issue an owner's policy of title insurance to be issued in accordance with commercially reasonable standards and insuring Purchaser with good and marketable and insurable fee simple title to the Property, free and clear of all liens, encumbrances, tenancies, covenants, conditions, restrictions, easements and other matters of record affecting title except for the Permitted Exceptions. "Permitted Exceptions" shall mean: (i) current city, state and county ad valorem taxes not yet due and payable; (ii) easements for the installation or maintenance of public utilities servicing the Property; (iii) easements, restrictions, and setback lines of record; (iv) rights of way for public roads; (v) subdivision regulations and zoning ordinances of applicable governmental entities; and (vi) such other matters, if any, as may be

acceptable to Purchaser. Seller shall remove or have released all monetary liens affecting the Property, if any, prior to Closing.

4. Inspection Period. Purchaser shall have up to sixty (60) days from the Effective Date to inspect and conduct due diligence on the Property (the "Inspection Period"), in which Purchaser, its agents, designees, and contractors shall have the right to enter the Property for the sole purpose of conducting Purchaser's due diligence investigations of the Property, including without limitation surveys, geological studies, soil borings, phase I and phase II environmental site assessments and such other investigations, studies or tests as Purchaser may deem necessary or desirable in order to determine whether or not to the Property is suitable for Purchaser's intended use (collectively, the "Reports"). Prior to the expiration of the Inspection Period, Purchaser may provide written notice to the City, to be given in accordance with the Notice provision below, of its desire to terminate this Agreement ("Termination Notice"). If no such Termination Notice is provided by Purchaser prior the expiration of the Inspection Period, then the parties shall proceed to Closing as set forth in this Agreement. However, in the event that such Termination Notice is provided by Purchaser prior to the end of the Inspection Period, then this Agreement shall automatically terminate and shall be null and void, and Purchaser shall immediately provide the Seller with copies of all Reports performed and shall restore the Property to the same condition as existed prior to the Inspection Period.

5. Closing Conditions. The parties' obligation to close on the Property is contingent upon the declaration of the Property as "surplus" as evidenced by the approval of a surplus ordinance by the City Council of the City of Huntsville ("City Council") and approval of this Agreement by City Council.

6. Closing. Closing shall occur on or within sixty (60) days following the satisfaction of the Closing Conditions, or at such other date and time as is mutually agreed upon by the parties ("Closing Date"). The Closing shall occur at the offices of Wilmer & Lee, P.A ("Closing Agent"). The parties may deliver any documents or closing funds as required herein on or before the Closing Date, such that neither party will be required to be physically present at Closing.

(a) At Closing, the parties shall deliver the following items to Closing Agent, properly executed and notarized and in form and substance acceptable to the Closing Agent:

(i) A statutory warranty deed conveying a good and marketable fee simple title to the Property to Purchaser subject only to the Permitted Exceptions (the "Deed").

(ii) Recorded or recordable releases terminating and releasing all monetary liens, if any.

(iii) An owner's affidavit and any other documents, certificates and agreements that the Closing Agent and/or title company may reasonably require to issue an updated title commitment or owner's title policy.

(iv) All other documents reasonably requested by the Title Agent to carry out the transaction contemplated by this Agreement, including, but not limited to, (A) an IRS 1099 form and/or FIRPTA affidavit (B) a settlement statement, and (C) formation documents, certifications, resolutions, brokers affidavits and other reasonable and customary documents

establishing that the party is duly authorized and empowered to enter into this Agreement and perform its obligations hereunder.

7. Property Taxes. No ad valorem taxes are currently owed or assessed on the Property, as the Property is currently classified as exempt. Accordingly, ad valorem taxes will not be prorated and no property taxes will be collected at Closing. Seller shall be responsible for any and all ad valorem taxes assessed for the current tax year and shall pay them when due.

8. Closing Costs. All closing costs, including any title examination fee, title insurance premium, all deed, transfer, and mortgage taxes, and any and all recording costs shall be paid by Purchaser ("Closing Costs). Provided, Closing Costs shall not include the cost of Deed preparation, which shall be paid by Seller. In addition, each party shall pay for its own attorney's fees incurred in connection with the transaction contemplated by this Agreement.

9. Permitting and Approvals. Purchaser, its agents, employees and contractors, will use commercially reasonable efforts to obtain all necessary licenses, permits, and certificates that are required to construct, own, operate, and maintain the Property. Accordingly, Seller shall work in good faith to assist Purchaser in Purchaser's application for and obtaining of all applicable permits, licenses, certificates, or approvals required in connection with Purchaser's intended use of the Property. However, Purchaser acknowledges and agrees that Seller is in no way waiving or disclaiming, nor should this provision be construed as a waiver of, any applicable City licensing, permitting, zoning, design guidelines, or building code requirements.

10. Permitting and Approvals; Subdivision Plat. Purchaser, its agents, employees, and contractors, will use commercially reasonable efforts to obtain all necessary licenses, permits, or approvals that are required to own, operate, construct improvements on, and/or maintain the Property. Accordingly, Seller shall work in good faith to assist Purchaser it its application for and obtaining of all applicable permits, licenses, or approvals required in connection with Purchaser's intended use of the Property. However, Purchaser acknowledges, understands, and agrees that Seller is in no way waiving or disclaiming, nor should this provision be construed as a waiver of, any applicable City of Huntsville or other governmental licensing, permitting, zoning ordinances, design guidelines, or building code requirements. Additionally, the parties shall work together in good faith to have the Property subdivided, re-subdivided, and/or combined with Purchaser's adjacent property in accordance with the City's planning and subdivision regulations (the "Plat"). Specifically, Purchaser understands and acknowledges that no grading and/or building permit can be issued by Seller until the Plat has been finalized, approved, and required as required by the City's subdivision regulations and permitting requirements.

11. Governing Law. The terms and conditions of this Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Alabama without regard to its conflict of law provisions.

12. Entire Agreement. This Agreement contains the entire agreement between the parties. No promise, representation, warranty or covenant not included in this Agreement has been or is being relied upon by either party. Each party has relied upon its own examination of

this Agreement and the provisions, warranties, representations and covenants expressly contained herein.

13. Successors and Assigns. All rights and obligations of the parties under this Agreement shall inure the benefit of and be binding upon all successors and assigns of each party.

14. Notice. All notices shall be in writing and may be delivered by any of the following methods: (i) hand delivery, (ii) certified United States Mail or other overnight delivery service (i.e., FedEx or UPS), or (iii) electronic transmission, such as e-mail and PDF. Notices shall be deemed received, (i) if delivered by hand, on the date of delivery, (ii) if sent by U.S. Mail or overnight delivery service, on the date the same is deposited with the applicable carrier, or (iii) if delivered by electronic transmission on the date the transmission is sent. Notices shall be addressed as follows:

| | |
|---|---|
| If to Seller: | The City of Huntsville<br>Attn: Shane Davis and Jim McGuffey<br>320 Fountain Circle<br>Huntsville, AL 35801<br>Ph: (256) 427-5300<br>Email: shane.davis@huntsvilleal.gov<br>jim.mcguffey@huntsvilleal.gov |
| With a copy to: | Samuel H. Givhan & Katie Beasley<br>Wilmer & Lee, PA<br>100 Washington Street<br>Huntsville, Alabama 35801<br>Ph: (256)533-0202<br>Email: sgivhan@wilmerlee.com<br>kbeasley@wilmerlee.com |
| If to Purchaser : | Stanley Developers, LLC<br>Attn: Algernon Stanley<br>4410 Evangel Circle NW #A<br>Huntsville, Alabama 35816<br>Ph: 256-527-7895<br>Email: astanley@stanley-hsv.com |
| With a copy to: | Attn: Thornton Stanley, Jr.<br>4410 Evangel Circle NW #A<br>Huntsville, Alabama 35816<br>Ph: 256-837-6850<br>Email: stanleythornton@comcast.net |

Any party may change its address or contact information to which notices are to be delivered to such party, by providing written notice to the other parties in accordance with this Section.

15. Survival. Any terms and covenants contained in this Agreement which require the performance of any party after the Closing shall survive the closing and delivery of the Deed.

16. Amendment. This Agreement may only be amended by a written instrument executed by both parties.

17. Assignment. Purchaser may assign its rights and obligations under this Agreement to any related entity, individual, or company controlled by or sharing common control or ownership with Purchaser (an "Affiliate Entity") or otherwise made as a result of any restructure, consolidation, merger, or reorganization of Purchaser in which Purchaser or the Affiliate Entity is the surviving entity. In the event of an Assignment, Purchaser shall provide the Closing Agent with notice of the Assignment, including the name, form of entity, address, and current contact information of the Affiliate Entity, along with any related entity or company documents of said Affiliate Entity as may be requested by the Closing Agent. Prior to Closing, the city and/or Closing Agent may require Purchaser and Affiliate Entity to execute and acknowledge a formal assignment document in a form reasonably acceptable to Closing Agent.

18. Effective Date. The Effective Date shall mean the date this Agreement has been executed by the City.

19. Party Cooperation. The parties agree to cooperate with one another and will work in good faith and will use their reasonable best efforts in order to complete each of their respective obligations as set forth herein and in accordance with the terms of the Agreement.

20. Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute one agreement between the parties. Documents executed, scanned and transmitted electronically, and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures. Notwithstanding the preceding sentence, the parties agree that they will transmit their original signature pages to the Closing Agent promptly after execution.

21. Real Estate Commissions. Seller and Purchaser each represent and warrant to one another that they, respectively, have not consulted with any broker or finder in connection herewith and no broker, finder or other agent is entitled to any fee or commission with respect to or by reason of this transaction. Seller and Purchaser each agree to indemnify and hold the other harmless from and against any and all loss, cost, damage, claim, expense (including attorneys' fees) incurred by or assessed against the other as a result of a breach of the respective foregoing covenants and representations made by each of them.

22. Attorneys' Fees. If any legal proceeding is commenced related to this Agreement, the prevailing party in such legal proceeding shall be entitled to recover its reasonable attorneys' fees, court costs and litigation expenses from the non-prevailing party therein.

23. Further Assurances. At Closing Agent's request, the parties shall execute and deliver any additional documents reasonably required to carry out the transaction contemplated by this

Agreement or to correct any scrivener's error or omissions contained in this Agreement or any document executed pursuant hereto or in connection with the transaction contemplated herein.

24. Counsel Acknowledgment. The parties acknowledge that Seller's counsel, Samuel H. Givhan and Katherine Amos Beasley, of the law firm of Wilmer & Lee, P.A. (collectively, "Counsel") prepared this Agreement on behalf of and in the course of their representation of Seller and, for purposes of this transaction, Counsel represents Seller's interest and no other. All conflicts of interest in connection with Counsel's representation of Seller, if any, are hereby waived.

25. 1031 Exchange. Purchaser shall have the option to structure this transaction as a deferred like-kind exchange pursuant to Section 1031 of the Internal Revenue Code. In the event Purchaser decides to structure the transaction as a 1031 exchange, Seller agrees to cooperate in effecting the exchange in accordance with Section 1031 of the Internal Revenue Code and agrees to execute any documents that may be reasonably necessary to effect the exchange Purchaser shall bear all additional costs incurred in connection with the 1031 exchange. Nothing in this section shall interfere with Purchaser's right to close on the Property in accordance with the terms of this Agreement or otherwise delay the Closing.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be effective as of the dates set forth above.

[*Signatures appearing on the Following Pages.*]

[*Seller's Signature Page to Purchase and Sale Agreement*]

**SELLER:**

**City of Huntsville**, an Alabama municipal corporation

By: _____
Tommy Battle, Mayor

ATTESTED TO:

By: _____ Date: _____
Kenneth Benion, Clerk-Treasurer

**PURCHASER:**

**Stanley Developers, LLC**, an Alabama limited liability company

By: _____
Algernon Stanley, Managing Member

WITNESSED:

By: _____ Date: 12/5/22

Exhibit "A"
(Legal Description of the Property)

A PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 1 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY ALABAMA, MORE PARTICULARLY DESCRIBED AS COMMENCING AT A P.K. NAIL AT THE SOUTHWEST CORNER OF SAID SECTION 33. THEN SOUTH 88 DEGREES 39 MINUTES 04 SECONDS EAST, 40.04 FEET TO A POINT ON THE WESTERN MARGIN OF THE RIGHT OF WAY OF PULASKI PIKE. THEN ALONG SAID MARGIN NORTH 00 DEGREES 36 MINUTES 12 SECONDS EAST, 332.99 FEET TO A POINT AT THE INTERSECTION OF SAID MARGIN WITH THE NORTHERN MARGIN OF A U.S. T.V.A. TRANSMISSION LINE EASEMENT, AS RECORDED IN DEED BOOK 350, PAGE 531 IN THE PROBATE OFFICE OF MADISON COUNTY, ALABAMA. THEN LEAVING SAID RIGHT OF WAY MARGIN AND ALONG SAID EASEMENT MARGIN NORTH 73 DEGREES 26 MINUTES 06 SECONDS EAST, 317.26 FEET TO THE POINT OF BEGINNING.

THEN FROM THE POINT OF BEGINNING AND ALONG SAID MARGIN NORTH 73 DEGREES 26 MINUTES 06 SECONDS EAST A DISTANCE OF 50.00 FEET TO A POINT.

THEN LEAVING SAID MARGIN SOUTH 16 DEGREES 33 MINUTES 54 SECONDS EAST A DISTANCE OF 450.00 FEET TO A POINT.

THEN NORTH 73 DEGREES 26 MINUTES O6 SECONDS EAST A DISTANCE OF 792.06 FEET TO A POINT.

THEN ALONG THE ARC OF A CURVE TO THE RIGHT WHICH HAS A RADIUS OF 117.6O FEET AND A DELTA ANGLE OF 101 DEGREES 14 MINUTES 01 SECONDS A DISTANCE OF 207.79 FEET ( A CHORD BEARING AND DISTANCE OF SOUTH 01 DEGREE 07 MINUTES 10 SECONDS EAST, 181.80 FEET ) TO A POINT.

THEN ALONG THE ARC OF A CURVE TO THE RIGHT WHICH HAS A RADIUS OF 244.02 FEET AND A DELTA ANGLE OF 31 DEGREES 59 MINUTES 06 SECONDS A DISTANCE OF 136.22 FEET (A CHORD BEARING AND DISTANCE OF SOUTH 66 DEGREES 42 MINUTES 06 SECONDS WEST, 134.46 FEET) TO A POINT.

THEN ALONG THE ARC OF A CURVE TO THE RIGHT WHICH HAS A RADIUS OF 1294.86 FEET AND A DELTA ANGLE OF 07 DEGREES 45 MINUTES 16 SECONDS, A DISTANCE OF 175.25 FEET (A CHORD BEARING AND DISTANCE OF SOUTH 83 DEGREES 29 MINUTES 40 SECONDS WEST, 175.11 FEET) TO A POINT.

THEN ALONG THE ARC OF A CURVE TO THE LEFT WHICH HAS A RADIUS OF 284.74 FEET AND A DELTA ANGLE OF 19 DEGREES 44 MINUTES 45 SECONDS, A DISTANCE OF 98.13 FEET (A CHORD BEAING AND DISTANCE OF SOUTH 71 DEGREES 47 MINUTES 30 SECONDS WEST, 97.64 FEET) TO A POINT.

THEN SOUTH 55 DEGREES 23 MINUTES 15 SECONDS WEST A DISTANCE OF 100.20 FEET TO A POINT.

THEN SOUTH 69 DEGREES 34 MINUTES 14 SECONDS WEST A DISTANCE OF 68.80 FEET TO A POINT.

THEN ALONG THE ARC OF A CURVE TO THE RIGHT WHICH HAS A RADIUS OF 280.00 FEET AND A DELTA ANGLE OF 37 DEGREES 36 MINUTES 54 SECONDS, A DISTANCE OF 183.82 FEET (A CHORD BEARING AND DISTANCE OF NORTH 84 DEGREES 33 MINUTES 54 SECONDS WEST, 180.54 FEET TO A POINT.

THEN NORTH 65 DEGREES 31 MINUTES 27 SECONDS WEST A DISTANCE OF 42.45 FEET TO A POINT.

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Exhibit "B"
(Drawing of the Property)

