

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



Tommy Battle, Mayor
John Hamilton, City Administrator
Trey Riley, City Attorney
Shaundrika Edwards, City Clerk

CITY COUNCIL CHAMBERS

5:30 PM

Thursday, August 10, 2023

REGULAR MEETING OF THE CITY COUNCIL

CALL TO ORDER

1. INVOCATION

Offered by: Chaplain Danya Walls, with Church of God and Huntsville Public Safety Chaplains

2. PLEDGE OF ALLEGIANCE

Led by: Councilmember Bill Kling

3. APPROVAL OF THE AGENDA

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

- a. [2023-541](#) Minutes of Regular Meeting of the City Council held on July 27, 2023. (Minutes Received)

Sponsors: City Clerk

- b. [2023-542](#) Minutes of Work Session of the City Council held on July 25, 2023. (Minutes Received)

Sponsors: City Clerk

5. MAYOR: SPECIAL RECOGNITIONS

- a. [2023-543](#) Presentation of Life Saving Medal. (Police)

- b. [2023-544](#) Presentation by the Chamber of Commerce. (Administration)

6. COUNCIL: SPECIAL RECOGNITIONS AND RESOLUTIONS

Special Recognitions

Resolutions for Approval and Presentation

- a. [2023-545](#) Presentation by "A Cut Above."

Sponsors: Keith

Resolutions for Approval Only

7. ANNOUNCEMENTS AND PRESENTATIONS

- a. [2023-546](#) Presentation by The Land Trust of North Alabama.

Sponsors: Finance

8. MATTERS WITH OUTSIDE LEGAL REPRESENTATIVE**9. PUBLIC HEARINGS TO BE HELD****10. PUBLIC HEARINGS TO BE SET**

- a. [2023-547](#) Resolution to set a public hearing on the rezoning of 3.00 acres of land lying on the east of Rideout Drive and north of Willow Pointe Drive from Residence 1-B District to Residence 2 District; and the introduction of an Ordinance pertaining to the same. (Set September 28, 2023 Regular Council Meeting)

Resolution No. 23-621

Ordinance No. 23-622

Sponsors: Planning

Attachments: [Rideout Rezoning](#)

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 Jennie Robinson

Councilmember Devyn Keith

Councilmember David Little

Councilmember Bill Kling

Councilmember John Meredith

14. FINANCE COMMITTEE REPORT

- a. [2023-548](#) Resolution authorizing expenditures for payment.
Resolution No. 23-623

Sponsors: Finance Committee

Attachments: [Expenditures - Complete](#)

15. BOARD APPOINTMENTS TO BE VOTED ON

- a. [2023-503](#) Resolution appointing James Cochran to the Beautification Board, Place 8, to fill a vacancy due to the resignation of Betty Gaylor for the remainder of a vacant three (3) year term to expire September 30, 2025. (Nominated July 27, 2023, Regular Council Meeting)
Resolution No. 23-624

Sponsors: Little

Attachments: [J. Cochran Beautification Appointment](#)

- b. [2023-504](#) Resolution appointing Dr. Michael Cosgrove to the Medical Clinic Board of the City of Huntsville-1966 to fill a vacancy due to the passing of Dr. Donald Ross for the remainder of a vacant six (6) year term to expire on March 11, 2024. (Nominated July 27, 2023, Regular Council Meeting)
Resolution No. 23-625

Sponsors: Kling

Attachments: [M. Cosgrove Medical Board Appointment](#)

- c. [2023-505](#) Resolution appointing Sally Warden to the Medical Clinic Board of the City of Huntsville-1966, to the seat previously held by Alison Jacks for a six (6) year term to expire March 10, 2028. (Nominated July 27, 2023, Regular Council Meeting)
Resolution No. 23-626

Sponsors: Meredith

Attachments: [S. Warden Medical Board Appointment](#)

- d. [2023-549](#) Resolution appointing Dr. Calame Sammons to the Museum Board of the City of Huntsville to the seat previously held by Steve Johnson for a six (6) year term to expire August 13, 2029. (Nominated July 27, 2023, Regular Council Meeting)
Resolution No. 23-627

Sponsors: Meredith

Attachments: [C. Sammons Museum Appointment](#)

16. BOARD APPOINTMENT NOMINATIONS

- a. [2023-550](#) Nomination to appoint Bobby Massey to the Madison County Department of Human Resources Board, Place 3, to the seat previously held by Carol Parham for a six (6) year term to expire August 1, 2029.

Sponsors: Little

- b. [2023-551](#) Nomination to reappoint Donald Taylor to the MidCity Improvement District to his current seat for a six (6) year term to expire August 13, 2029.

Sponsors: Meredith

17. HUNTSVILLE UTILITIES ITEMS

- a. [2023-552](#) Introduction of an Ordinance amending Sec. 26-631 of the Code of Ordinance, by increasing water fee schedule. (Utilities: Water)
Ordinance No. 23-628

Sponsors: Huntsville Utilities

Attachments: [CC Water Rate Increase Presentation](#)

18. LEGAL DEPARTMENT ITEMS/TRANSACTIONS**Vacation of Easements**

- a. [2023-553](#) Ordinance authorizing the vacation of a portion of a Utility and Drainage Easement between Lots 4 & 5, The Market at Hays Farm. (SCG BR Hays Farm)
Ordinance No. 23-629

Sponsors: Legal

Attachments: [The Market at Hays Farm SCG eas ord.pdf](#)

- b. [2023-554](#) Ordinance authorizing the vacation of a portion of a Utility and Drainage Easement, Lot 1B, The Market at Hays Farm. (Branch Hays Farm OP Associates)
Ordinance No. 23-630

Sponsors: Legal

Attachments: [The Market at Hays Farm Branch eas ord complete.pdf](#)

- c. [2023-555](#) Ordinance authorizing the vacation of a Utility and Drainage Easement, Lot 3, The Market at Hays Farm. (RPI TWO - PB South LLC)
Ordinance No. 23-631

Sponsors: Legal

Attachments: [The Market at Hays Farm RPI eas ord.pdf](#)

- d. [2023-556](#) Ordinance authorizing the vacation of a Utility and Drainage Easement at the rear lot line of Lot 16, Block 3, Owen Subdivision, 1710 Ballard Drive SE. (Brooks)
Ordinance No. 23-632
Sponsors: Legal
Attachments: [Brooks eas ord Complete.pdf](#)
- e. [2023-557](#) Ordinance authorizing the vacation of a Utility and Drainage Easement, Lot 1, Vista Council Square at 605 Davis Circle. (Rocket City I, LLC)
Ordinance No. 23-633
Sponsors: Legal
Attachments: [Rocket City Lot 1 eas ord Complete.pdf](#)
- f. [2023-558](#) Ordinance authorizing the vacation of a Utility and Drainage Easement, Lot 2, Vista Council Square at Pelham Avenue and Davis Circle. (Vista Huntsville, LLC)
Ordinance No. 23-634
Sponsors: Legal
Attachments: [Rocket City Lot 2 Vista eas ord Complete.pdf](#)
- g. [2023-559](#) Ordinance authorizing the vacation of a Utility and Drainage Easement, Lot 3, Vista Council Square at 600 St. Clair Avenue. (Rocket City I, LLC)
Ordinance No. 23-635
Sponsors: Legal
Attachments: [Rocket City Lot 3 eas ord Complete.pdf](#)

Vacation of Rights-of-Way**Deeds of Acceptance****19. UNFINISHED BUSINESS ITEMS FOR ACTION**

- a. [2023-535](#) Ordinance naming the soccer complex at John Hunt Park, commonly referred to as the 'Championship Soccer Complex' as the Loretta P. Spencer Sports Complex. (Introduced July 27, 2023, Regular Council Meeting)
Ordinance No. 23-617
Sponsors: Kling
Attachments: [JHP Sports Complex Complete.pdf](#)

- b. [2023-536](#) Ordinance declaring certain property as surplus and no longer needed for a municipal purpose and authorizing the Mayor to enter into a Lease Agreement between the City of Huntsville and Lendon Commercial, LLC, for lease of the same. (Introduced July 27, 2023, Regular Council Meeting)
Ordinance No. 23-618
Sponsors: Urban Development
Attachments: [Lendon Lease Agreement Complete.pdf](#)
- c. [2023-537](#) Ordinance declaring certain property surplus and to be donated to the Alabama School of Cyber Technology and Engineering. (Introduced July 27, 2023, Regular Council Meeting)
Ordinance No. 23-619
Sponsors: Police
Attachments: [AL School of Cyber Complete.pdf](#)

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. [2023-560](#) Resolution authorizing travel expenses.
Resolution No. 23-636
Sponsors: Finance
Attachments: [Travel Resolution Complete](#)
- b. [2023-561](#) Resolution authorizing the acceptance of donations.
Resolution No. 23-637
Sponsors: Finance
Attachments: [Donations Complete](#)
- c. [2023-562](#) 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. 23-638
Sponsors: Finance
Attachments: [Resolution Procurement Summary](#)

- d. [2023-563](#) Resolution authorizing the Mayor to execute the Consent to Assignment of Contract Agreement between Traveller Multi-Media Network LLC, and Peace Communications of Huntsville LLC, to transfer the rights and obligations of the Operation & Maintenance of Existing Public WIFI (Contract #36-2020-81) awarded via Resolution No. 20-121 and the Public Managed WIFI & IP Services agreement awarded via Resolution No. 20-927 from Traveller Multi-Media Network LLC, to Peace Communications Huntsville LLC.
Resolution No. 23-639
Sponsors: Finance
Attachments: [Resolution - Reassign Traveller Multi-Media Complete](#)
- e. [2023-564](#) Ordinance amending Budget Ordinance No. 22-736, by changing appropriated funding for various departments and funds.
Ordinance No. 23-640
Sponsors: Finance
Attachments: [Budget Amendment Complete](#)
- f. [2023-565](#) Ordinance approving appropriations, goods, or services for District 1 Council Improvement Funds.
Ordinance No. 23-641
Sponsors: City Council
Attachments: [District 1 Council Improvement Complete](#)
- g. [2023-566](#) Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and SAIN Associates, Inc., for Engineering Design Services for Apex Road (Goss Road Extension) for Secure Gateway at Redstone Gateway Phase III, Project No. 71-23-SP37.
Resolution No. 23-642
Sponsors: Engineering
Attachments: [SAIN Apex Road \(Goss Road Extension\) Complete](#)
- h. [2023-567](#) Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and SAIN Associates, Inc., for Engineering Design Services for Sanitary Sewer for Redstone Gateway Secure Area and Redstone Gateway, Phase, III, Project No. 71-23-SP38.
Resolution No. 23-643
Sponsors: Engineering
Attachments: [Sanitary Sewer for Redstone Gateway Complete](#)

- i. [2023-568](#) Resolution authorizing the Mayor to enter into a Standard Agreement for Engineering Services between the City of Huntsville and Garver L.L.C. for the Apollo Park Phase III.
Resolution No. 23-644

 Sponsors: General Services
 Attachments: [COMPLETE-Garver LLC Contract-ApolloPark](#)
- j. [2023-569](#) Resolution authorizing the Mayor to enter into a Fixed Price Agreement for Construction Services between the City of Huntsville and Dunlap Contracting, Inc. for the James Crawford Park - East.
Resolution No. 23-645

 Sponsors: General Services
 Attachments: [COMPLETE-Dunlap-JamesCrawfordPark-East.pdf](#)
- k. [2023-570](#) Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Mighty Music Corporation for Jazz In The Park Performance.
(Brian Simpson)
Resolution No. 23-646

 Sponsors: Administration
 Attachments: [2023-08-10 Mighty Music Corp \(Brian Simpson\).pdf](#)
- l. [2023-571](#) Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Mighty Music Corporation for Jazz In The Park performance.
(Jessy J)
Resolution No. 23-647

 Sponsors: Administration
 Attachments: [2023-08-10 Might Music Corporation \(Jessy J\).pdf](#)
- m. [2023-572](#) Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and Biddle Consulting Group, Inc., for the right to use the TestGenius (which may include license for CritiCall and/or OPAC and/or C4 dispatching and skills testing) software.
Resolution No. 23-648

 Sponsors: Human Resources
 Attachments: [Criticall City council package 2023.pdf](#)

- n. [2023-573](#) Resolution authorizing the Mayor to execute the Health Care Authority of the City of Huntsville’s “Resolution to Amend and Restate the Certificate of Reincorporation of the Health Care Authority of the City of Huntsville” and grant permission to the Authority to file the Amended and Restated Certificate of Reincorporation and authorizing the Chair and Secretary of the Authority to sign and acknowledge the Amended and Restated Certificate of Reincorporation, and to cause such Amended and Restated Certificate of Reincorporation to be filed for record, all in the manner provided by the Health Care Authorities Act, Ala. Code §22-21-310, et seq.
Resolution No. 23-649

 Sponsors: Legal
 Attachments: [Healthcare Authority complete](#)
- o. [2023-574](#) Resolution authorizing the Mayor, through his designee the City Attorney, to execute a Criminal Justice Agency Access Agreement between the City Attorney’s Office and the Alabama Law Enforcement Agency (ALEA).
Resolution No. 23-650

 Sponsors: Legal
 Attachments: [ALEA Prosecutors Office Agreement Complete.pdf](#)
- p. [2023-575](#) Resolution authorizing the City Clerk to invoke Trustmark Bank Letter of Credit No. 22-071-SP for Freeman Road Townhomes Subdivision.
Resolution No. 23-651

 Sponsors: Legal
 Attachments: [Freeman Road Townhomes LOC Complete.pdf](#)
- q. [2023-576](#) Resolution authorizing the City Clerk to invoke ServisFirst Bank Letter of Credit No. 13780 for Hawks Ridge Estates Subdivision.
Resolution No. 23-652

 Sponsors: Legal
 Attachments: [Hawks Ridge LOC Complete.pdf](#)
- r. [2023-577](#) Resolution authorizing the City Clerk to invoke Bryant Bank Letter of Credit No. 1394 for Trailhead Phase 5 Subdivision.
Resolution No. 23-653

 Sponsors: Legal
 Attachments: [Trailhead Phase 5 LOC Complete.pdf](#)

- s. [2023-578](#) Resolution authorizing the Mayor to enter into a Facility Use Agreement between the City of Huntsville and Foxtrot Co., LLC, for the Rocket City Fair.
Resolution No. 23-654

 Sponsors: Parks & Recreation
 Attachments: [Rocket City Fair - Complete](#)
- t. [2023-579](#) Resolution authorizing the Mayor to enter into a Schedule A TraX Subscription between the City of Huntsville and Lexis Nexis Risk Solutions.
Resolution No. 23-655

 Sponsors: Police
 Attachments: [Complete File- Aug 2023](#)
- u. [2023-580](#) Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Patrick Moore.
Resolution No. 23-656

 Sponsors: Police
 Attachments: [Complete File- Aug 2023](#)
21. **NEW BUSINESS ITEMS FOR INTRODUCTION**
- a. [2023-581](#) Introduction of an Ordinance authorizing the issuance by the City of its General Obligation Warrant, Series 2023-E, to be dated August 16, 2023.
Ordinance No. 23-657

 Sponsors: Finance
 Attachments: [Huntsville - Ordinance - Series 2023 Warrant-4857-8212-7471-v5 Complete](#)
- b. [2023-582](#) Introduction of an Ordinance annexing 9.83 acres of land lying on the south side of US Hwy 72 W and east of Springhill Road.
Ordinance No. 23-658

 Sponsors: Planning
 Attachments: [Shottenkirk Annexation](#)
- c. [2023-583](#) Introduction of an Ordinance annexing 695.35 acres of land lying on the west of US I-65 and east of AL Hwy 31.
Ordinance No. 23-659

 Sponsors: Planning
 Attachments: [SandersonFarms Annexation](#)
-

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***Agenda Disclaimer***

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Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/10/2023

File ID: 2023-541

Department: City Clerk

Subject:

Type of Action: Approval/Action

Minutes of Regular Meeting of the City Council held on July 27, 2023. (Minutes Received)

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:



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/10/2023

File ID: 2023-542

Department: City Clerk

Subject:

Type of Action: Approval/Action

Minutes of Work Session of the City Council held on July 25, 2023. (Minutes Received)

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:



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/10/2023

File ID: 2023-543

Department: Finance

Subject:

Type of Action: Presentation

Presentation of Life Saving Medal.

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:

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

Additional Comments:



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/10/2023

File ID: 2023-544

Department: Administration

Subject:

Type of Action: Presentation

Presentation by the Chamber of Commerce.,

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:

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

Additional Comments:



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/10/2023

File ID: 2023-545

Department: City Council

Subject:

Type of Action: Presentation

Presentation by "A Cut Above."

Finance Information:

Account Number: N/A

City Cost Amount: \$

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:



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/10/2023

File ID: 2023-546

Department: Finance

Subject:

Type of Action: Presentation

Presentation by The Land Trust of North Alabama.

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:

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

Additional Comments:



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/10/2023

File ID: 2023-547

Department: Planning

Subject:

Type of Action: Approval/Action

Resolution to set a public hearing on the rezoning of 3.00 acres of land lying on the east of Rideout Drive and north of Willow Pointe Drive from Residence 1-B District to Residence 2 District; and the introduction of an Ordinance pertaining to the same. (Set September 28, 2023 Regular Council Meeting)

Resolution No.

Ordinance No.

Does this item need to be published? Yes

If yes, please list preferred date(s) of publication: Resolution: August 30th & September 6th / Ordinance: October 4th

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: Rideout Drive, Huntsville, AL 35806

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

Additional Comments: Recommended by Planning Commission



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/10/2023

File ID: TMP-3174

Department: Planning

Subject:

Type of Action: Approval/Action

Resolution to set a public hearing on the rezoning of 3.00 acres of land lying on the east of Rideout Drive and north of Willow Pointe Drive from Residence 1-B District to Residence 2 District; and the introduction of an Ordinance pertaining to the same. (Set September 28, 2023 Regular Council Meeting)

Resolution No.

Ordinance No.

Does this item need to be published? Yes

If yes, please list preferred date(s) of publication: Resolution: August 30th & September 6th / Ordinance: October 4th

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: Rideout Drive, Huntsville, AL 35806

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

Additional Comments: Recommended by Planning Commission

RESOLUTION NO. 23-

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 east of Rideout Drive and north of Willow Pointe Drive from Residence 1-B 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 Speakin' Out News on the 30th day of August, 2023, and the second publication shall be one week thereafter on the 6th day of September, 2023, 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 28th day of September, 2023, 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. 23-____, which is introduced by the City Council of the City of Huntsville on the 10th day of August, 2023, 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. 23-

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 east of Rideout Drive and north of Willow Pointe 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 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 30, 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 Northwest corner of said Section 30; thence South 46 Degrees 00 Minutes 23 Seconds East 3,733.05 feet to a point; said point is further described as the Point of True Beginning; thence South 88 Degrees 31 Minutes 42 Seconds East 109.02 feet to a point; thence South 88 Degrees 57 Minutes 18 Seconds East 117.21 feet to a point; thence South 88 Degrees 50 Minutes 14 Seconds East 157.2 feet to a point; thence South 89 Degrees 01 Minutes 39 Seconds East 230.93 feet to a point; thence South 01 Degrees 53 Minutes 22 Seconds West 188.29 feet to a point; thence South 01 Degrees 53 Minutes 19 Seconds West 22.91 feet to a point; thence North 88 Degrees 59 Minutes 41 Seconds West 616.72 feet to a point; thence North 03 Degrees 28 Minutes 31 Seconds East 71.42 feet to a point; thence North 02 Degrees 02 Minutes 11 Seconds East 141.12 feet to the Point of True Beginning and containing 3.00 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 _____, 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

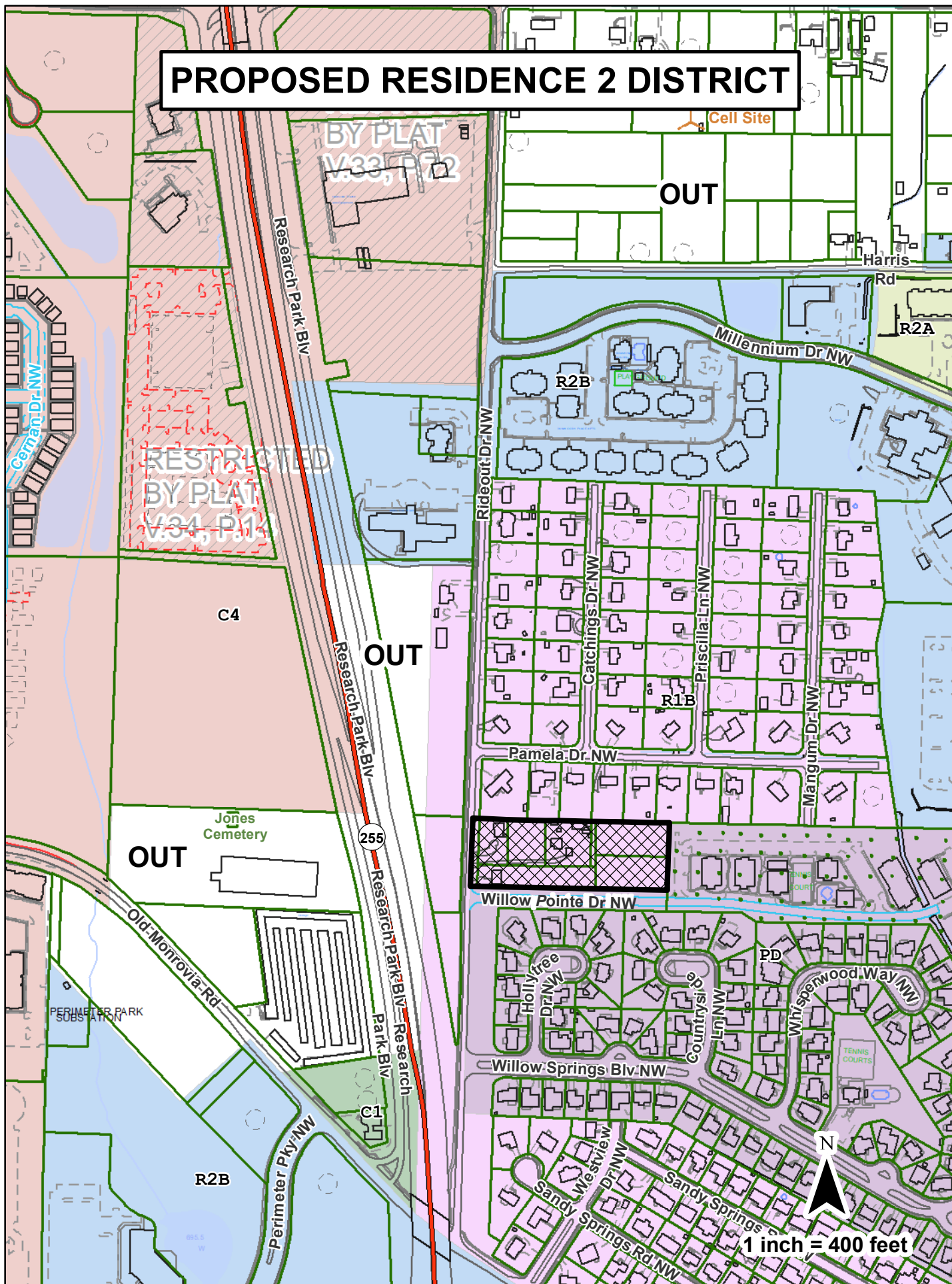
ADOPTED this the ____ day of _____, 2023.

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

APPROVED this the ____ day of _____, 2023.

Mayor of the City of Huntsville, Alabama

PROPOSED RESIDENCE 2 DISTRICT



1 inch = 400 feet



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/10/2023

File ID: 2023-548

Department: Finance Committee

Subject:

Type of Action: Approval/Action

Resolution authorizing expenditures for payment.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: \$ 18,543,153.79

Total Cost: \$ 18,543,153.79

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: \$18,543,153.79



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/10/2023

File ID: TMP-3197

Department: Finance Committee

Subject:

Type of Action: Approval/Action

Resolution authorizing expenditures for payment.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: \$ 18,543,153.79

Total Cost: \$ 18,543,153.79

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: \$18,543,153.79

RESOLUTION NO. 23 - _____

WHEREAS, the Finance Director for the City of Huntsville, Alabama, has presented the following report of expenditures paid in that totals the following amount:

\$18,543,153.79

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 10th day of August, 2023.

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

APPROVED this the 10th day of August, 2023.

Mayor of the City of
Huntsville, Alabama

Finance Committee Chairman

FROM 7/15/23 through 7/28/23

CITY COUNCIL MEETING

08/10/23

FUND ACCOUNT	FUND NAME	AMOUNT
1000	GENERAL FUND	\$ 8,872,082.36
1005	HEALTH & LIFE BENEFITS	\$ (50,557.66)
1010	GENERAL RESTRICTED DONATIONS	\$ 7,478.25
2000	PUBLIC TRANSIT	\$ 238,173.75
2001	PUBLIC TRANSIT STATION GRANT	\$ -
2100	COMMUNITY DEV BLOCK GRANT	\$ 445,839.08
2101	COMMUNITY DEV COVID	\$ 40,689.22
2200	COMMUNITY DEV HOUSING	\$ -
2201	COMMUNITY DEV ARP	\$ -
2300	OTHER GRANTS	\$ -
2500	OTHER GRANTS	\$ 18,721.66
3000	6.5 MILL DEBT PROPERTY TAX	\$ 1,925,599.21
3010	6.5 MILL SCHOOL PROPERTY TAX	\$ -
3020	1990 CAPITAL IMPROVEMENTS	\$ 334,806.86
3030	1990 SCHOOL SUPPORT	\$ -
3040	LODGING & LIQUOR TAXES	\$ 164,857.46
3050	1% LODGING TAX 2003	\$ 17,496.00
3060	1% LODGING TAX 2013	\$ 249,760.05
3080	2014 CAPITAL IMPROVEMENTS	\$ 642,751.98
3202	TIF 2	\$ -
3203	TIF 3A	\$ -
3204	TIF 4	\$ 1,355,468.28
3205	TIF 5	\$ -
3206	TIF 6	\$ -
3207	TIF 7	\$ -
3300	4 & 5 CENT STATE GASOLINE TAX	\$ -
3310	7 CENT STATE GASOLINE TAX	\$ 8,686.15
3400	FEDERAL COURT ASSET FORFEITURE	\$ -
3420	CIRCUIT COURT ASSET FORFEITURE	\$ -

3430	STAC SEIZURE-CIR COURT	\$	22,452.41
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	\$	28,359.47
3910	ALABAMA CONSTITUTION VILLAGE	\$	50,481.69
3930	BURRITT MEMORIAL COMMITTEE	\$	49,274.58
3950	PBA - DEBT SERVICE	\$	-
4010	2020E TIF WARRANTS	\$	227.05
4011	PBA AMPHITHEATER	\$	20,694.24
4012	JHP DRAINAGE PROJECT BORROW	\$	-
4013	2023A PARKS & REC BORROW	\$	15,182.92
4014	VBC - CAPITAL PROJECTS	\$	-
4015	PBA - NEW CITY HALL	\$	192,359.09
4016	2022 VBC DEBT BORROW	\$	621,466.00
4017	2023 FUTURE PROJECT BORROW	\$	16,431.45
4018	2023B APOLLO BORROW	\$	1,736.21
4019	2023D SCHOOL BORROW	\$	2,775.71
5000	DEBT SERVICE	\$	0.01
6000	WATER POLLUTION CONTROL	\$	2,220,020.75
6010	WPC CMOM RESERVE	\$	6,845.00
6020	WPC R&R RESERVE	\$	41,869.05
6030	WPC ECONOMIC DEVELOPMENT	\$	10,636.50
6040	WPC 2005 ECONOMIC DEVELOPMENT	\$	71,798.71
6050	2023C WPC SEWER BORROW	\$	92,358.47
6200	SANITATION	\$	357,890.04
6500	PBA - AMPHITHEATER	\$	391,956.58
7000	POST-RETIREMENT BENEFITS TRUST	\$	56,485.21
7100	EMPLOYEE FLEXIBLE BENEFIT PLAN	\$	-
TOTAL		\$	18,543,153.79

Vendor Expense Report

07/15/2023 through 07/28/2023

Fund	Account/Vendor	Long Account	Inv#	Line Item Desc	Check #	Effective Date	Amount
1000	A-1 GLASS & AUTO LLC	1000-15-15100-513030-00000000-	1004299	COM TX 072123/1004299	88552	07/24/2023	85.00
		1000-15-15100-513030-00000000-	1004299	COM TX 072123/1004299	88552	07/24/2023	150.00
		1000-15-15100-513030-00000000-	1004300	COM TX 072123/1004300	88552	07/24/2023	90.00
		1000-15-15100-513030-00000000-	1004300	COM TX 072123/1004300	88552	07/24/2023	150.00
		1000-15-15100-513030-00000000-	1004332	COM TX 072123/1004332	88552	07/24/2023	124.23
		1000-15-15100-513030-00000000-	1004332	COM TX 072123/1004332	88552	07/24/2023	125.00
		1000-15-15100-513030-00000000-	1004332	COM TX 072123/1004332	88552	07/24/2023	130.90
		1000-15-15100-513030-00000000-	1004332	COM TX 072123/1004332	88552	07/24/2023	150.00
		1000-15-15100-513030-00000000-	1004332	COM TX 072123/1004332	88552	07/24/2023	185.00
		Total Paid by Vendor					1,190.13
	ADOLPH KIEFER & ASSOCIATES LLC	1000-30-30600-515340-00000000-	INV001341309	REPLACEMENT RESCUE TUBES	88807	07/25/2023	246.00
		Total Paid by Vendor					246.00
	AIR ESSENTIALS INC	1000-14-14300-513010-00000000-	I230710731	OPTIMIST-164900-629 CLEAN DUCTWORK	88372	07/17/2023	9,268.00
		1000-14-14300-513010-00000000-	168559 FS 18	2023 BLANKET PO DUCT WORK & VENT CLEANING	88554	07/24/2023	275.00
		1000-14-14300-513010-00000000-	167093 FS 01	2023 BLANKET PO DUCT WORK & VENT CLEANING	88554	07/24/2023	275.00
		1000-14-14300-513010-00000000-	167907 FS 05	2023 BLANKET PO DUCT WORK & VENT CLEANING	88554	07/24/2023	275.00
		1000-14-14300-513010-00000000-	167908 FS 06	2023 BLANKET PO DUCT WORK & VENT CLEANING	88554	07/24/2023	275.00
		1000-14-14300-513010-00000000-	167905 FS 03	2023 BLANKET PO DUCT WORK & VENT CLEANING	88730	07/26/2023	275.00
		1000-14-14300-513010-00000000-	I230724786	2023 BLANKET PO DUCT WORK & VENT CLEANING	88730	07/26/2023	275.00
		1000-14-14300-513010-00000000-	I230726796	2023 BLANKET PO DUCT WORK & VENT CLEANING	88730	07/28/2023	275.00
		Total Paid by Vendor					11,193.00
	ALABAMA CHILD SUPPORT PAYMENT CENTER	1000-00-00000-210180-00000000-	318078	Payroll Run 1 - Warrant 230723	88708	07/28/2023	22,786.41
		Total Paid by Vendor					22,786.41
	ALABAMA DEPARTMENT OF PUBLIC HEALTH OFFICE OF EMS	1000-42-42100-515340-00000000-	EMS LIC 0701323	EMS LICENSE FEE	88375	07/17/2023	40.00
		Total Paid by Vendor					40.00
	ALABAMA DEPARTMENT OF REVENUE	1000-00-00000-210180-00000000-	318080	Payroll Run 1 - Warrant 230723	88709	07/28/2023	1,288.44
		Total Paid by Vendor					1,288.44
	ALABAMA DEPARTMENT OF AGRICULTURE	1000-52-52100-515790-00000000-	PERMIT# 2004575	COMM PESTICIDE APPLICATION PERMIT APPLICATION	88555	07/19/2023	90.00
		Total Paid by Vendor					90.00
	ALABAMA FIRE COLLEGE AND PERSONNEL	1000-42-42100-515050-00000000-	92878	TRAINING ACADEMY BOOKS	88731	07/26/2023	2,191.00
		Total Paid by Vendor					2,191.00
	ALABAMA FLAG & BANNER	1000-14-14300-513010-00000000-	339648	2023 BLANKET PO MATERIAL PURCHASES	90001282	07/28/2023	94.50
		1000-14-14300-513010-00000000-	339647	2023 BLANKET PO MATERIAL PURCHASES	90001282	07/28/2023	57.90
		Total Paid by Vendor					152.40
	ALABAMA LINE LOCATION CENTER INC.	1000-75-75100-515370-00000000-	0623082	MONTHLY PARTICIPATION ***BLANKET PO***	88377	07/17/2023	2,418.60
		Total Paid by Vendor					2,418.60
	ALESHIA LEE	1000-30-30200-515370-00000000-	A. LEE-071223	BLANKET-ZUMBA INSTRUCTOR FEES AT MAX LUTHER CC	88556	07/19/2023	100.00
		Total Paid by Vendor					100.00
	ALICAT SCIENTIFIC IN	1000-73-73200-520500-00000000-	548179	PORTABLE FLOW CALIBRATOR FOR PARTICULATE AIR SAMP	88379	07/17/2023	3,269.86
		Total Paid by Vendor					3,269.86
	ALL SHARPE INC	1000-15-15100-513030-00000000-	50272	COM TX 071823/50272	88557	07/19/2023	300.00
		1000-15-15100-513030-00000000-	50276	COM TX 071823/50276	88557	07/19/2023	40.00
		1000-15-15100-513030-00000000-	50278	COM TX 072123/50278	88557	07/24/2023	120.00
		1000-15-15100-513030-00000000-	50281	COM TX 072123/50281	88557	07/24/2023	80.00
		1000-15-15100-513030-00000000-	50282	COM TX 072123/50282	88557	07/24/2023	80.00
		1000-15-15100-513030-00000000-	50283	COM TX 072123/50283	88557	07/24/2023	40.00
		1000-15-15100-513030-00000000-	50284	COM TX 072123/50284	88557	07/24/2023	300.00
		1000-15-15100-513030-00000000-	50286	COM TX 072123/50286	88557	07/24/2023	120.00
		Total Paid by Vendor					1,080.00
	ALLGAS INC	1000-55-55400-514010-00000000-	3549109	FY23 PROPANE BLANKET	88558	07/24/2023	69.36
		1000-75-75200-515340-00000000-	3553967	PROPAG GAS FOR TRUCK ***BLANKET PO***	88558	07/24/2023	151.68
		1000-55-55400-514010-00000000-	3551041	FY23 PROPANE BLANKET	88733	07/28/2023	76.92
		Total Paid by Vendor					297.96
	ALLIANCE SAND INCORPORATED - HUNTSVILLE PORT	1000-52-52600-513010-00000000-	160341	IN-FIELD TOP DRESS SAND COVE/MARK RUSSELL - NORTH	88559	07/24/2023	11,000.00
		Total Paid by Vendor					11,000.00
	ALLIED PHOTOCOPY INC	1000-50-00000-515340-00000000-	1155753	BLANKET PO FOR ANIMAL LICENSE RENEWALS	88382	07/18/2023	278.30
		1000-50-00000-515340-00000000-	1149752	BLANKET PO FOR ANIMAL LICENSE RENEWALS	88382	07/18/2023	873.95

	1000-50-00000-515340-00000000-	1153994	BLANKET PO FOR ANIMAL LICENSE RENEWALS	88382	07/18/2023	278.85
	1000-19-00000-515400-00000000-	1154104	QUOTE #3443 - ANIMAL SERVICE PACKET POSTAGE	88560	07/18/2023	172.08
	Total Paid by Vendor					1,603.18
ALLSTATE BENEFITS	1000-00-00000-210290-00000000-	M0116446179 7/09/23	PPE 7/09/23 ALLSTATE CANCER/OFF-THE-JOB ACCIDENT	88561	07/20/2023	10,377.18
	1000-00-00000-210300-00000000-	M0116446179 7/09/23	PPE 7/09/23 ALLSTATE CANCER/OFF-THE-JOB ACCIDENT	88561	07/20/2023	8,083.12
	Total Paid by Vendor					18,460.30
AMAZON CAPITAL SERVICES INC	1000-41-41305-515340-00000000-	1DW4-GVLF-7JPN	ACADEMY TV/ACCESSORIES	90001208	07/18/2023	1,025.96
	1000-50-00000-515340-00000000-	1MR4-F4DY-76DJ	TINA MASIELLO 4950 TRIANA BLVD 35805 2566504782	90001208	07/18/2023	23.67
	1000-41-41204-515340-00000000-	1DK7-3J6R-CRD6	CID SUPPLIES	90001208	07/18/2023	29.92
	1000-50-00000-515340-00000000-	1WDD-KMRN-HK7T	TINA MASIELLO 4950 TRIANA BLVD 35805 2566504782	90001208	07/18/2023	9.99
	1000-50-00000-515340-00000000-	1L9L-XMJJ-N6NY	SHELTER SUPPLIES	90001208	07/18/2023	14.39
	1000-30-30100-515340-00000000-	19NT-PLPH-37HX	PARKS & RECREATION MONTH SPECIAL EVENT SUPPLIES	90001244	07/19/2023	372.39
	1000-53-53200-513010-00000000-	1VWJ-3741-4XJK	KATHY DEANER 500B CHURCH ST 2ND FL 256-427-6806	90001244	07/19/2023	2,333.75
	1000-53-53200-520500-00000000-	113L-WYH4-XJCW	KATHY DEANER 500B CHURCH ST 2ND FL 256-427-6806	90001244	07/19/2023	3,163.05
	1000-42-42100-515610-00000000-	13WT-P4WL-QY9R	TOOLS FOR WAREHOUSE	90001244	07/19/2023	17.99
	1000-41-41305-515340-00000000-	1N91-1YRH-MJLC	ACADEMY SUPPLIES	90001244	07/19/2023	658.24
	1000-41-41250-515340-00000000-	1DK7-3J6R-XTJG	SUPPLIES FOR SRO'S	90001244	07/19/2023	417.41
	1000-30-30100-515340-00000000-	16RW-6LFH-PCH6	CPR MANIKINS FOR TRAINING	90001244	07/24/2023	2,534.00
	1000-41-41305-515340-00000000-	1L17-FILK-HYHG	FIRING RANGE SUPPLIES	90001283	07/25/2023	612.32
	1000-42-42100-515340-00000000-	19NT-PLPH-QXPC	TRUCK WASH BRUSH	90001283	07/25/2023	791.90
	1000-42-42100-515340-00000000-	1XWN-3CNR-LX37	TRUCK WASH CHEMICAL PUMP	90001283	07/25/2023	50.00
	1000-42-42200-515310-00000000-	113Y-XK31-VF76	TRUCK WASH & DRYING TOWELS	90001283	07/25/2023	779.40
	1000-18-00000-515340-00000000-	1WMR-96PP-DXVG	SUPPLY ORDER-M.BATTLE RM 249 PSC 427-7900	90001283	07/25/2023	112.05
	1000-53-53100-520500-00000000-	1RPW-VF3G-3J9L	KATHY DEANER 500B CHURCH ST 2ND FL 256-427-6806	90001283	07/25/2023	1,777.05
	1000-12-12100-515340-00000000-	11TW-3HWY-73MP	PADFOLIO FOR SHAUNDRIKA EDWARDS	90001283	07/25/2023	15.99
	1000-42-42100-515340-00000000-	1WCT-MKXF-R6L6	STOPWATCHES FOR DRIVER TRAINING	90001283	07/26/2023	9.59
	1000-42-42100-515340-00000000-	1CHY-FYC3-4VKR	BLUETOOTH HEADSET	90001283	07/26/2023	149.95
	1000-53-53400-515340-00000000-	1691-M13H-D64W	KATHY DEANER 500B CHURCH ST 2ND FL 256-427-6806	90001283	07/26/2023	959.15
	1000-53-53200-513010-PK1030XX-	1691-M13H-D64W	KATHY DEANER 500B CHURCH ST 2ND FL 256-427-6806	90001283	07/26/2023	89.99
	1000-53-53200-513010-PK1051XX-	1691-M13H-D64W	KATHY DEANER 500B CHURCH ST 2ND FL 256-427-6806	90001283	07/26/2023	179.98
	1000-50-00000-515340-00000000-	1TNX-YHPP-WGCX	SHELTER SUPPLIES	90001283	07/26/2023	76.79
	1000-50-00000-515340-00000000-	1KLC-VNVC-9CGH	SHELTER SUPPLIES STEFANY MCBRIDE 4950 TRIANA BLV	90001283	07/26/2023	31.96
	1000-50-00000-515340-00000000-	1PRN-4L7L-6NPF	TINA MASIELLO 4950 TRIANA BLVD 35805 2566504782	90001283	07/26/2023	253.70
	1000-42-42100-515340-00000000-	1XVC-1NGM-HQXR	3x5 CARDS AND HOLDERS	90001283	07/28/2023	95.68
	1000-52-52200-513010-00000000-	1KXR-Y4NR-N6V9	GRAFFITI REMOVER FOR SPECIAL EVENTS (KEVIN)	90001283	07/28/2023	539.50
	1000-41-41110-515340-00000000-	11TW-3HWY-DJJD	NAMACC DRONE BATTERIES	90001283	07/28/2023	1,860.00
	Total Paid by Vendor					18,985.76
AMERICAN RED CROSS & ITS CONSTITUENT CHAPTERS	1000-30-30100-515790-00000000-	22606850	AMERICAN RED CROSS TRAINING FOR DEPT. (BLANKET)	88490	07/17/2023	180.00
	1000-30-30100-515790-00000000-	22607739	AMERICAN RED CROSS TRAINING FOR DEPT. (BLANKET)	88490	07/18/2023	140.00
	1000-30-30100-515790-00000000-	22610489	AMERICAN RED CROSS TRAINING FOR DEPT. (BLANKET)	88835	07/26/2023	257.00
	Total Paid by Vendor					577.00
ANDERS POOL CO INC	1000-14-14300-513010-00000000-	61692	2023 BLANKET PO - POOL REPAIRS AND SUPPLIES	90001245	07/19/2023	615.00
	Total Paid by Vendor					615.00
ANGELA GILLILAN	1000-30-30200-515340-00000000-	A.GILLILAN-071123	BLANKET-GROUP EXERCISE CLASSES/ANGELA GILLILAN	88562	07/19/2023	125.00
	1000-30-30200-515340-00000000-	A.GILLILAN-071123B	BLANKET-GROUP EXERCISE CLASSES/ANGELA GILLILAN	88562	07/19/2023	100.00
	Total Paid by Vendor					225.00
APOLLO ANIMAL HOSPITAL PC	1000-50-00000-515163-00000000-	281523	BLANKET-LOW INCOME AND SPAY/NEUTER/RABIES	88563	07/24/2023	860.00
	Total Paid by Vendor					860.00
ASPLUNDH TREE EXPERT LLC	1000-52-52200-515370-00000000-	66L35523	TREE PRUNNING SERVICES 3RD QUARTER - LM (BLANKET)	88565	07/18/2023	6,015.20
	1000-52-52200-515370-00000000-	66L35623	TREE PRUNNING SERVICES 3RD QUARTER - LM (BLANKET)	88565	07/18/2023	4,366.08
	1000-52-52200-515370-00000000-	66L35723	TREE PRUNNING SERVICES 3RD QUARTER - LM (BLANKET)	88565	07/18/2023	5,439.10
	1000-52-52200-515370-00000000-	67M95523	TREE PRUNNING SERVICES 3RD QUARTER - LM (BLANKET)	88565	07/18/2023	5,821.40
	1000-52-52200-515370-00000000-	66V15123	TREE PRUNNING SERVICES 3RD QUARTER - LM (BLANKET)	88565	07/18/2023	5,759.93
	1000-52-52200-515370-00000000-	66V15223	TREE PRUNNING SERVICES 3RD QUARTER - LM (BLANKET)	88565	07/18/2023	6,474.20
	1000-52-52200-515370-00000000-	66V15323	TREE PRUNNING SERVICES 3RD QUARTER - LM (BLANKET)	88565	07/18/2023	5,294.00
	1000-52-52200-515370-00000000-	67M95623	TREE PRUNNING SERVICES 3RD QUARTER - LM (BLANKET)	88565	07/18/2023	6,385.70
	1000-52-52200-515370-00000000-	67M95723	TREE PRUNNING SERVICES 3RD QUARTER - LM (BLANKET)	88565	07/18/2023	4,380.30
	1000-52-52200-515370-00000000-	67Z93923	TREE PRUNNING SERVICES 3RD QUARTER - LM (BLANKET)	88565	07/18/2023	6,523.40
	1000-52-52200-515370-00000000-	67Z94023	TREE PRUNNING SERVICES 3RD QUARTER - LM (BLANKET)	88565	07/18/2023	4,242.60
	1000-52-52200-515370-00000000-	67Z94123	TREE PRUNNING SERVICES 3RD QUARTER - LM (BLANKET)	88565	07/18/2023	4,480.80
	1000-52-52200-515370-00000000-	68M62523	TREE PRUNNING SERVICES 3RD QUARTER - LM (BLANKET)	88565	07/18/2023	3,140.20
	1000-52-52200-515370-00000000-	68M62623	TREE PRUNNING SERVICES 3RD QUARTER - LM (BLANKET)	88565	07/18/2023	5,294.00

	1000-52-52200-515370-00000000-	68M62423	TREE PRUNING SERVICES 3RD QUARTER - LM (BLANKET)	88565	07/18/2023	6,474.20
	Total Paid by Vendor					80,091.11
ATTORNEY GENERAL OF TEXAS	1000-00-00000-210180-00000000-	318092	Payroll Run 1 - Warrant 230723	88710	07/28/2023	133.85
	Total Paid by Vendor					133.85
AVO COMMUNICATIONS	1000-10-10300-515020-00000000-	23074	VIDEO PRODUCTION SERV-JAZZ IN THE PARK	88568	07/24/2023	16,000.00
	Total Paid by Vendor					16,000.00
A-Z OFFICE RESOURCE INC	1000-41-41305-515340-00000000-	5598563-1	5365 TRIANA BLVD-MEL DARDEN 256-746-4400	90001242	07/19/2023	247.08
	1000-41-41305-515340-00000000-	5598563-0	5365 TRIANA BLVD-MEL DARDEN 256-746-4400	90001242	07/19/2023	1,891.40
	1000-41-41305-515340-00000000-	5598575-0	325 WALL TRIANA HWY SW-RICH SIEVERS 256-427-7232	90001242	07/19/2023	220.26
	1000-41-41201-515340-00000000-	5599557-0	4014 N MEMORIAL PKWY NW-AIRELLE KNOX 256-427-5519	90001242	07/19/2023	53.32
	1000-74-74100-515340-00000000-	5597871-1	FMARTIN 308 FOUNTAIN CIR HUNTSVILLE, AL 35081	90001242	07/19/2023	46.42
	1000-00-00000-140110-00000000-	5602763-0	OFFICE SUPPLIES-JOSHUA FOWLER-256-427-5254	90001242	07/24/2023	680.20
	1000-41-41100-515340-00000000-	5602767-0	704 FIBER ST. NW / JEFFREY TOWRY 256-427-7174	90001242	07/24/2023	217.50
	1000-41-41250-515340-00000000-	5602905-0	2320 1ST STREET / THERESA MCILWAIN 256-427-5580	90001280	07/26/2023	154.70
	Total Paid by Vendor					3,510.88
BADGEPASS INC	1000-16-16100-515340-00000000-	INV104752	BADGEPASS BADGE CLIPS CLEAR VINYL STRAP/NICKEL PL	88569	07/25/2023	82.63
	Total Paid by Vendor					82.63
BAILEY COVE LLC	1000-14-14300-515460-00000000-	082023	2023 BLANKET PO LEASE SOUTH PRECINCT	88570	07/24/2023	13,934.48
	Total Paid by Vendor					13,934.48
BANKERS ADVERTISING COMPANY	1000-52-52900-515010-00000000-	818902	GLOVES FOR COMMUNITY CLEAN UP EVENTS - GREEN TEAM	88741	07/28/2023	2,779.00
	Total Paid by Vendor					2,779.00
BELLSOUTH TELECOMMUNICATIONS LLC	1000-17-17100-515070-00000000-	256 881-4708-0723	FY23 BLANKET PO ATT LEEMAN FERRY ELEVATOR PHONE	88567	07/19/2023	161.60
	1000-17-17100-515070-00000000-	256 535-6412-0723	FY23 BLANKET PO ATT MAIN CENTREX FOR COH	88736	07/25/2023	4,791.75
	Total Paid by Vendor					4,953.35
BLAIR AND SONS INC	1000-52-52100-515340-00000000-	93588	LOCK & KEY SERVICES FOR LM DEPT (BLANKET)	88744	07/25/2023	11.00
	Total Paid by Vendor					11.00
BONNIE J MACIORSKI	1000-43-00000-515370-00000000-	4051 1ST SESSION	INST FOR AA25 CLASS ON 07/19/2023	88574	07/24/2023	120.00
	1000-43-00000-515370-00000000-	4048 1ST SESSION	INST. FOR 4HR CLASS ON 07/20/2023	88574	07/24/2023	100.00
	1000-43-00000-515370-00000000-	4050 1ST SESSION	INST FOR 8HR CLASS ON 07/25/2023	88745	07/26/2023	100.00
	Total Paid by Vendor					320.00
BOWMANS ENTERPRISES INC	1000-30-30100-515340-00000000-	5078	STAMP NEEDED TO EXPEDITE PROCESSING OF DEPOSITS	88746	07/28/2023	39.00
	Total Paid by Vendor					39.00
BROOKS LOCK & KEY	1000-14-14300-513010-00000000-	16709	2023 BLANKET PO MEDECO KEY SYSTEM & MISC. PARTS	88749	07/28/2023	10.35
	Total Paid by Vendor					10.35
BSN SPORTS LLC	1000-30-30600-515340-00000000-	922090260	REPLACEMENT SOCCER NETS	88750	07/28/2023	2,924.90
	1000-30-30600-515340-00000000-	922090261	REPLACEMENT SAND BAG ANCHORS	88750	07/28/2023	795.30
	1000-30-30600-515340-00000000-	922090262	REPLACEMENT SOCCER NET CLIPS	88750	07/28/2023	569.94
	Total Paid by Vendor					4,290.14
BUDDYS SMALL ENGINES INC	1000-52-52300-515340-00000000-	155831	VARIOUS SUPPLIES FOR SPORTS (BLANKET)	88575	07/24/2023	293.92
	Total Paid by Vendor					293.92
BUTLER AND SON LLC	1000-19-00000-515190-00000000-	CLAIM FY23-147	SETTLEMENT OF CLAIM# FY23-147	88576	07/25/2023	5,000.00
	Total Paid by Vendor					5,000.00
BUTLER ANIMAL HEALTH HOLDING COMPANY LLC	1000-50-00000-515161-00000000-	AR05722	ANIMAL MEDICAL DRUGS NOT ON CONTRACT	88590	07/18/2023	681.00
	1000-50-00000-515161-00000000-	AR05723	ANIMAL MEDICAL DRUGS NOT ON CONTRACT	88590	07/18/2023	4.48
	1000-50-00000-515161-00000000-	AR57580	ANIMAL MEDICAL DRUGS NOT ON CONTRACT	88590	07/24/2023	91.59
	1000-50-00000-515161-00000000-	AS22636	ANIMAL MEDICAL DRUGS NOT ON CONTRACT	88767	07/28/2023	2,015.00
	1000-50-00000-515161-00000000-	AS34160	ANIMAL MEDICAL DRUGS NOT ON CONTRACT	88767	07/28/2023	1,534.50
	1000-50-00000-515161-00000000-	AS34158	ANIMAL MEDICAL DRUGS NOT ON CONTRACT	88767	07/28/2023	115.30
	Total Paid by Vendor					4,441.87
C SPIRE BUSINESS	1000-17-17100-515250-00000000-	C016726377	SMARTNET YEARLY SUPPORT FOR ITS NETWORK	88577	07/19/2023	95,251.65
	Total Paid by Vendor					95,251.65
C T GARVIN FEED AND SEED	1000-50-00000-515340-00000000-	969893	BLANKET PO BEDDING PELLETS, PET SUPPLIES	88608	07/24/2023	142.35
	1000-51-00000-515340-00000000-	970066	WHEAT STRAW FOR CEMETERY (BLANKET)	88608	07/24/2023	112.50
	Total Paid by Vendor					254.85
CARDIO PARTNERS, INC	1000-14-14300-513010-00000000-	INV3217196	MISC. LOCATIONS WO#164810 PM ELECTRODE ADULT	88578	07/24/2023	415.07
	Total Paid by Vendor					415.07
CDW GOVERNMENT INC	1000-42-42100-515340-00000000-	KM27106	PUNCHOUT CDW-G FD-ANTENNA	88579	07/18/2023	795.15
	1000-17-17400-520200-00000000-	KQ24247	PUNCHOUT CITY CLERK-SHAUNDRIKA EDWARDS	88579	07/24/2023	464.99
	1000-17-17400-520200-00000000-	KQ17453	PUNCHOUT CITY CLERK-SHAUNDRIKA EDWARDS	88579	07/24/2023	148.41
	1000-17-17200-520300-00000000-	KR97256	PUNCHOUT CDW ADOBE STANDARD	88579	07/24/2023	1,323.16
	1000-17-17200-520300-00000000-	KT67218	ADOBE LICENSES	88754	07/28/2023	1,984.74
	1000-42-42100-515340-00000000-	KT18357	PUNCHOUT CDW FIRE DEPT MONITOR	88754	07/28/2023	132.64

	Total Paid by Vendor					4,849.09
CELLCO PARTNERSHIP	1000-17-17100-515070-00000000-	9939376583	FY23 BLANKET PO VERIZON SERVICES COH BY ITS	88691	07/21/2023	522.85
	Total Paid by Vendor					522.85
CENTURYLINK COMMUNICATIONS, LLC	1000-17-17100-515070-00000000-	4155294610523	CENTURYLINK PRI LINES POP 05/21/23-06/20/23	88580	07/24/2023	1,992.22
	1000-17-17100-515070-00000000-	4155294610423	CENTURYLINK PRI LINES PAST POP 04/21/23-05/20/23	88580	07/24/2023	1,998.64
	1000-17-17100-515070-00000000-	4155294610623	CENTURYLINK PRI LINES PAST POP 06/21/23-07/20/23	88580	07/24/2023	1,990.27
	1000-17-17100-515070-00000000-	648721795	FY23 BLANKET SIP BILLING FOR COH	88756	07/25/2023	321.72
	Total Paid by Vendor					6,302.85
CHIEF ENTERTAINMENT AND LIVE PRODUCTIONS LLC	1000-10-10300-515020-00000000-	550	PRODUCTION COSTS FOR JAZZ IN THE PARK	88581	07/25/2023	1,915.50
	Total Paid by Vendor					1,915.50
CINTAS	1000-52-52100-515790-00000000-	5167049718	FIRST AID CENTER MAINTENANCE - LM ADMIN (BLANKET)	88582	07/24/2023	38.58
	1000-15-15100-515340-00000000-	4161646053	3242 LEEMAN FERRY RD SW (BLANKET PO)	88583	07/24/2023	34.12
	1000-15-15100-515340-00000000-	4161787173	4203 E SCHRIMSHER LN (BLANKET PO)	88583	07/24/2023	251.77
	1000-15-15100-515340-00000000-	4162331602	3242 LEEMAN FERRY RD SW (BLANKET PO)	88583	07/25/2023	34.12
	1000-52-52100-515790-00000000-	9229943248	EYEWASH STATIONS FOR LM DEPARTMENT (BLANKET)	88759	07/25/2023	99.00
	1000-52-52100-515790-00000000-	9229943396	EYEWASH STATIONS FOR LM DEPARTMENT (BLANKET)	88759	07/25/2023	198.00
	1000-52-52100-515790-00000000-	9229943299	EYEWASH STATIONS FOR LM DEPARTMENT (BLANKET)	88759	07/25/2023	99.00
	1000-15-15100-515340-00000000-	4152457934	4203 E SCHRIMSHER LN (BLANKET PO)	88760	07/26/2023	251.77
	Total Paid by Vendor					1,006.36
COLLEGE COUNTS 529 FUND	1000-00-00000-210310-00000000-	318082	Payroll Run 1 - Warrant 230723	88711	07/28/2023	1,135.00
	Total Paid by Vendor					1,135.00
COLUMBIA CASCADE CO	1000-52-52900-515520-00000000-	54211-30	REPLACEMENT BENCH SLATS (SOLE SOURCE)	88762	07/28/2023	3,485.00
	1000-52-52900-515520-00000000-	55012-43	REPLACEMENT BENCH-INDIAN CREEK (SOLE SOURCE)	88762	07/28/2023	1,870.00
	Total Paid by Vendor					5,355.00
COMCAST OF ALABAMA INC	1000-17-17100-515070-00000000-	83969000101785370723	FY23 BLANKET PO FOR COMCAST CABLE SERVICES COH	88586	07/18/2023	122.27
	1000-17-17100-515070-00000000-	83969000108519680723	FY23 BLANKET PO FOR COMCAST CABLE SERVICES COH	88586	07/18/2023	8.46
	1000-17-17100-515070-00000000-	83969000116000260723	FY23 BLANKET PO FOR COMCAST CABLE SERVICES COH	88586	07/18/2023	10.57
	1000-17-17100-515070-00000000-	83969000116000340723	FY23 BLANKET PO FOR COMCAST CABLE SERVICES COH	88586	07/18/2023	10.57
	1000-17-17100-515070-00000000-	8396100100032380623	FY23 BLANKET PO FOR COMCAST CABLE SERVICES COH	88586	07/19/2023	935.32
	1000-17-17100-515070-00000000-	83969000101795190623	FY23 BLANKET PO FOR COMCAST CABLE SERVICES COH	88586	07/19/2023	95.13
	1000-17-17100-515070-00000000-	83969000115986910723	FY23 BLANKET PO FOR COMCAST CABLE SERVICES COH	88586	07/25/2023	133.07
	1000-17-17100-515070-00000000-	83969000114784070723	FY23 BLANKET PO FOR COMCAST CABLE SERVICES COH	88586	07/25/2023	63.37
	1000-17-17100-515070-00000000-	83969000115978000723	FY23 BLANKET PO FOR COMCAST CABLE SERVICES COH	88586	07/25/2023	10.57
	1000-17-17100-515070-00000000-	83969000120079400723	FY23 BLANKET PO FOR COMCAST CABLE SERVICES COH	88763	07/26/2023	21.14
	1000-17-17100-515070-00000000-	83969000101809470723	FY23 BLANKET PO FOR COMCAST CABLE SERVICES COH	88763	07/26/2023	63.30
	Total Paid by Vendor					1,473.77
COMMERCIAL ENERGY SPECIALISTS, LLC	1000-14-14300-513010-00000000-	206232	AQUATIC CENTER- REPLACE PO 20235503	88587	07/18/2023	320.00
	Total Paid by Vendor					320.00
COWIN EQUIPMENT CO INC	1000-55-55300-513050-00000000-	RSA030358 1	HEAVY EQUIPMENT RENTAL FOR PWS CONSTRUCTION	88409	07/17/2023	5,525.00
	1000-55-55300-513050-00000000-	RSA024325 26	EQUIPMENT RENTAL FOR PWS CONSTRUCTION	88768	07/28/2023	951.00
	1000-55-55300-513050-00000000-	RSA024325 27	EQUIPMENT RENTAL FOR PWS CONSTRUCTION	88768	07/28/2023	950.00
	Total Paid by Vendor					7,426.00
DANIEL COLE	1000-14-14300-513010-00000000-	13393	2023 BLANKET PO ICE MAKER REPAIRS & PARTS	88584	07/24/2023	127.10
	1000-14-14300-513010-00000000-	13399	2023 BLANKET PO ICE MAKER REPAIRS & PARTS	88761	07/27/2023	240.55
	1000-14-14300-513010-00000000-	13398	2023 BLANKET PO ICE MAKER REPAIRS & PARTS	88761	07/27/2023	240.55
	1000-14-14300-513010-00000000-	13397	2023 BLANKET PO ICE MAKER REPAIRS & PARTS	88761	07/27/2023	445.14
	1000-14-14300-513010-00000000-	13396	2023 BLANKET PO ICE MAKER REPAIRS & PARTS	88761	07/27/2023	247.09
	1000-14-14300-513010-00000000-	13395	2023 BLANKET PO ICE MAKER REPAIRS & PARTS	88761	07/27/2023	240.55
	1000-14-14300-513010-00000000-	13394	2023 BLANKET PO ICE MAKER REPAIRS & PARTS	88761	07/27/2023	247.09
	Total Paid by Vendor					1,788.07
DARK RIVER SYSTEMS, INC.	1000-17-17200-520300-00000000-	B248B497-0001	HUNCHLY SW APP FOR PD/NAMACC BY ITS	88770	07/25/2023	197.70
	Total Paid by Vendor					197.70
DBISP, LLC	1000-42-42100-520500-00000000-	50741	EMBEDDED DUAL MODEMS	90001290	07/26/2023	14,366.04
	Total Paid by Vendor					14,366.04
DCSC LLC	1000-14-14300-515460-00000000-	082023	2023 BLANKET PO 2227 DRAKE AVE. SUITE 26 LEASE	88595	07/24/2023	4,585.00
	Total Paid by Vendor					4,585.00
DEBRA KIZER CIRCUIT CLERK CV CASES	1000-00-00000-210180-00000000-	318085	Payroll Run 1 - Warrant 230723	88718	07/28/2023	433.57
	1000-00-00000-210180-00000000-	318086	Payroll Run 1 - Warrant 230723	88719	07/28/2023	249.02
	Total Paid by Vendor					682.59
DELL MARKETING LP	1000-17-17400-520200-00000000-	10684629865	PD-MONITOR REPLACEMENT	88596	07/24/2023	2,499.75
	Total Paid by Vendor					2,499.75
DELTA DENTAL INSURANCE CO	1000-00-00000-210240-00000000-	BE005621397	01-0680100002 8/01/23 TO 8/31/23	90001291	07/27/2023	130,310.08

	Total Paid by Vendor					130,310.08
DH PACE CO., INC	1000-14-14300-513010-00000000-	SVC/265-17008	2023 BLANKET PO OVERHEAD DOOR REPAIRS	90001292	07/28/2023	852.53
	Total Paid by Vendor					852.53
DISTRICT COURT OF MADISON COUNTY	1000-00-00000-210180-00000000-	318084	Payroll Run 1 - Warrant 230723	88717	07/28/2023	150.00
	Total Paid by Vendor					150.00
DRAKE & HARLAN PROPERTIES INC	1000-14-14300-515460-00000000-	082023	2023 BLANKET PO WAREHOUSE LEASE 12TH AVENUE	88597	07/24/2023	3,900.00
	Total Paid by Vendor					3,900.00
DUTCH OIL COMPANY INC	1000-51-00000-514010-00000000-	INV-199878A	BLANKET PO FOR GASOLINE FOR MAPLE HILL CEMETERY	90001251	07/19/2023	925.25
	1000-00-00000-610039-00000000-	CFN-24780	FUELING TRANS DATED 071223	90001251	07/21/2023	56.33
	1000-13-13100-514010-00000000-	CFN-24780	FUELING TRANS DATED 071223	90001251	07/21/2023	34.72
	1000-14-14100-514010-00000000-	CFN-24780	FUELING TRANS DATED 071223	90001251	07/21/2023	107.27
	1000-15-15100-514010-00000000-	CFN-24780	FUELING TRANS DATED 071223	90001251	07/21/2023	98.98
	1000-30-30100-514010-00000000-	CFN-24780	FUELING TRANS DATED 071223	90001251	07/21/2023	37.57
	1000-30-30100-514010-00000000-	CFN-24780	FUELING TRANS DATED 071223	90001251	07/21/2023	43.79
	1000-41-41100-514010-00000000-	CFN-24780	FUELING TRANS DATED 071223	90001251	07/21/2023	50.52
	1000-41-41100-514010-00000000-	CFN-24780	FUELING TRANS DATED 071223	90001251	07/21/2023	81.09
	1000-41-41100-514010-00000000-	CFN-24780	FUELING TRANS DATED 071223	90001251	07/21/2023	321.36
	1000-41-41100-514010-00000000-	CFN-24780	FUELING TRANS DATED 071223	90001251	07/21/2023	322.19
	1000-41-41100-514010-00000000-	CFN-24780	FUELING TRANS DATED 071223	90001251	07/21/2023	3,586.31
	1000-42-42100-514010-00000000-	CFN-24780	FUELING TRANS DATED 071223	90001251	07/21/2023	101.83
	1000-42-42100-514010-00000000-	CFN-24780	FUELING TRANS DATED 071223	90001251	07/21/2023	709.95
	1000-50-00000-514010-00000000-	CFN-24780	FUELING TRANS DATED 071223	90001251	07/21/2023	28.76
	1000-52-52100-514010-00000000-	CFN-24780	FUELING TRANS DATED 071223	90001251	07/21/2023	93.79
	1000-52-52100-514010-00000000-	CFN-24780	FUELING TRANS DATED 071223	90001251	07/21/2023	95.25
	1000-52-52100-514010-00000000-	CFN-24780	FUELING TRANS DATED 071223	90001251	07/21/2023	127.99
	1000-52-52100-514010-00000000-	CFN-24780	FUELING TRANS DATED 071223	90001251	07/21/2023	129.55
	1000-52-52100-514010-00000000-	CFN-24780	FUELING TRANS DATED 071223	90001251	07/21/2023	166.05
	1000-52-52100-514010-00000000-	CFN-24780	FUELING TRANS DATED 071223	90001251	07/21/2023	170.40
	1000-52-52100-514010-00000000-	CFN-24780	FUELING TRANS DATED 071223	90001251	07/21/2023	245.61
	1000-52-52100-514010-00000000-	CFN-24780	FUELING TRANS DATED 071223	90001251	07/21/2023	277.05
	1000-52-52100-514010-00000000-	CFN-24780	FUELING TRANS DATED 071223	90001251	07/21/2023	397.08
	1000-52-52100-514010-00000000-	CFN-24780	FUELING TRANS DATED 071223	90001251	07/21/2023	872.12
	1000-53-53100-514010-00000000-	CFN-24780	FUELING TRANS DATED 071223	90001251	07/21/2023	41.97
	1000-53-53200-514010-00000000-	CFN-24780	FUELING TRANS DATED 071223	90001251	07/21/2023	85.24
	1000-53-53400-514010-00000000-	CFN-24780	FUELING TRANS DATED 071223	90001251	07/21/2023	40.94
	1000-55-55100-514010-00000000-	CFN-24780	FUELING TRANS DATED 071223	90001251	07/21/2023	35.50
	1000-55-55100-514010-00000000-	CFN-24780	FUELING TRANS DATED 071223	90001251	07/21/2023	50.78
	1000-55-55300-514010-00000000-	CFN-24780	FUELING TRANS DATED 071223	90001251	07/21/2023	343.53
	1000-55-55400-514010-00000000-	CFN-24780	FUELING TRANS DATED 071223	90001251	07/21/2023	1,102.70
	1000-70-70200-514010-00000000-	CFN-24780	FUELING TRANS DATED 071223	90001251	07/21/2023	72.81
	1000-71-71100-514010-00000000-	CFN-24780	FUELING TRANS DATED 071223	90001251	07/21/2023	157.54
	1000-73-73100-514010-00000000-	CFN-24780	FUELING TRANS DATED 071223	90001251	07/21/2023	37.05
	1000-74-74100-514010-00000000-	CFN-24780	FUELING TRANS DATED 071223	90001251	07/21/2023	24.11
	1000-75-75100-514010-00000000-	CFN-24780	FUELING TRANS DATED 071223	90001251	07/21/2023	38.35
	1000-75-75100-514010-00000000-	CFN-24780	FUELING TRANS DATED 071223	90001251	07/21/2023	134.07
	1000-72-00000-514010-00000000-	CFN-24780	FUELING TRANS DATED 071223	90001251	07/21/2023	160.64
	1000-00-00000-610039-00000000-	CFN-24798	FUELING TRANS DATED 071323	90001251	07/21/2023	50.11
	1000-14-14100-514010-00000000-	CFN-24798	FUELING TRANS DATED 071323	90001251	07/21/2023	312.23
	1000-30-30100-514010-00000000-	CFN-24798	FUELING TRANS DATED 071323	90001251	07/21/2023	31.25
	1000-30-30100-514010-00000000-	CFN-24798	FUELING TRANS DATED 071323	90001251	07/21/2023	32.55
	1000-30-30100-514010-00000000-	CFN-24798	FUELING TRANS DATED 071323	90001251	07/21/2023	44.79
	1000-30-30100-514010-00000000-	CFN-24798	FUELING TRANS DATED 071323	90001251	07/21/2023	116.21
	1000-41-41100-514010-00000000-	CFN-24798	FUELING TRANS DATED 071323	90001251	07/21/2023	147.60
	1000-41-41100-514010-00000000-	CFN-24798	FUELING TRANS DATED 071323	90001251	07/21/2023	260.39
	1000-41-41100-514010-00000000-	CFN-24798	FUELING TRANS DATED 071323	90001251	07/21/2023	262.19
	1000-41-41100-514010-00000000-	CFN-24798	FUELING TRANS DATED 071323	90001251	07/21/2023	3,584.00
	1000-42-42100-514010-00000000-	CFN-24798	FUELING TRANS DATED 071323	90001251	07/21/2023	41.66
	1000-42-42100-514010-00000000-	CFN-24798	FUELING TRANS DATED 071323	90001251	07/21/2023	136.19
	1000-42-42100-514010-00000000-	CFN-24798	FUELING TRANS DATED 071323	90001251	07/21/2023	781.85
	1000-50-00000-514010-00000000-	CFN-24798	FUELING TRANS DATED 071323	90001251	07/21/2023	206.76
	1000-52-52100-514010-00000000-	CFN-24798	FUELING TRANS DATED 071323	90001251	07/21/2023	23.70
	1000-52-52100-514010-00000000-	CFN-24798	FUELING TRANS DATED 071323	90001251	07/21/2023	34.11

1000-52-52100-514010-000000000-	CFN-24798	FUELING TRANS DATED 071323	90001251	07/21/2023	67.70
1000-52-52100-514010-000000000-	CFN-24798	FUELING TRANS DATED 071323	90001251	07/21/2023	74.85
1000-52-52100-514010-000000000-	CFN-24798	FUELING TRANS DATED 071323	90001251	07/21/2023	142.06
1000-52-52100-514010-000000000-	CFN-24798	FUELING TRANS DATED 071323	90001251	07/21/2023	166.22
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1000-42-42100-514101-000000000-	CFN-25015	FUELING TRANS DATED 071823	90001251	07/21/2023	212.10
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1000-52-52100-514101-000000000-	CFN-25015	FUELING TRANS DATED 071823	90001251	07/21/2023	25.38
1000-52-52100-514101-000000000-	CFN-25015	FUELING TRANS DATED 071823	90001251	07/21/2023	27.68
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1000-71-71100-514010-00000000-	CFN-25015	FUELING TRANS DATED 071823	90001251	07/21/2023	56.92
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1000-14-14100-514010-00000000-	CFN-25028	FUELING TRANS DATED 071923	90001251	07/21/2023	464.20
1000-15-15100-514010-00000000-	CFN-25028	FUELING TRANS DATED 071923	90001251	07/21/2023	87.71
1000-30-30100-514010-00000000-	CFN-25028	FUELING TRANS DATED 071923	90001251	07/21/2023	29.06
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1000-41-41100-514010-00000000-	CFN-25028	FUELING TRANS DATED 071923	90001251	07/21/2023	3,032.06
1000-42-42100-514010-00000000-	CFN-25028	FUELING TRANS DATED 071923	90001251	07/21/2023	90.62
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1000-71-71100-514010-00000000-	CFN-25028	FUELING TRANS DATED 071923	90001251	07/21/2023	36.46
1000-71-71100-514010-00000000-	CFN-25028	FUELING TRANS DATED 071923	90001251	07/21/2023	242.28
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1000-51-00000-514010-00000000-	CFN-25028	FUELING TRANS DATED 071923	90001251	07/21/2023	46.76
1000-72-00000-514010-00000000-	CFN-25028	FUELING TRANS DATED 071923	90001251	07/21/2023	260.77
1000-12-12100-514010-00000000-	CFN-25045	FUELING TRANS DATED 072023	90001251	07/21/2023	39.56
1000-14-14100-514010-00000000-	CFN-25045	FUELING TRANS DATED 072023	90001251	07/21/2023	328.62
1000-17-17100-514010-00000000-	CFN-25045	FUELING TRANS DATED 072023	90001251	07/21/2023	79.41
1000-30-30100-514010-00000000-	CFN-25045	FUELING TRANS DATED 072023	90001251	07/21/2023	79.14
1000-41-41100-514010-00000000-	CFN-25045	FUELING TRANS DATED 072023	90001251	07/21/2023	180.50
1000-41-41100-514010-00000000-	CFN-25045	FUELING TRANS DATED 072023	90001251	07/21/2023	196.22
1000-41-41100-514010-00000000-	CFN-25045	FUELING TRANS DATED 072023	90001251	07/21/2023	209.09
1000-41-41100-514010-00000000-	CFN-25045	FUELING TRANS DATED 072023	90001251	07/21/2023	3,960.14
1000-42-42100-514010-00000000-	CFN-25045	FUELING TRANS DATED 072023	90001251	07/21/2023	30.75
1000-42-42100-514010-00000000-	CFN-25045	FUELING TRANS DATED 072023	90001251	07/21/2023	100.00
1000-42-42100-514010-00000000-	CFN-25045	FUELING TRANS DATED 072023	90001251	07/21/2023	512.10
1000-50-00000-514010-00000000-	CFN-25045	FUELING TRANS DATED 072023	90001251	07/21/2023	143.22

	1000-52-52100-514010-00000000-	CFN-25045	FUELING TRANS DATED 072023	90001251	07/21/2023	27.01
	1000-52-52100-514010-00000000-	CFN-25045	FUELING TRANS DATED 072023	90001251	07/21/2023	40.10
	1000-52-52100-514010-00000000-	CFN-25045	FUELING TRANS DATED 072023	90001251	07/21/2023	45.35
	1000-52-52100-514010-00000000-	CFN-25045	FUELING TRANS DATED 072023	90001251	07/21/2023	60.14
	1000-52-52100-514010-00000000-	CFN-25045	FUELING TRANS DATED 072023	90001251	07/21/2023	97.58
	1000-52-52100-514010-00000000-	CFN-25045	FUELING TRANS DATED 072023	90001251	07/21/2023	121.39
	1000-52-52100-514010-00000000-	CFN-25045	FUELING TRANS DATED 072023	90001251	07/21/2023	140.89
	1000-52-52100-514010-00000000-	CFN-25045	FUELING TRANS DATED 072023	90001251	07/21/2023	165.69
	1000-52-52100-514010-00000000-	CFN-25045	FUELING TRANS DATED 072023	90001251	07/21/2023	468.76
	1000-52-52100-514010-00000000-	CFN-25045	FUELING TRANS DATED 072023	90001251	07/21/2023	565.90
	1000-53-53200-514010-00000000-	CFN-25045	FUELING TRANS DATED 072023	90001251	07/21/2023	50.00
	1000-53-53400-514010-00000000-	CFN-25045	FUELING TRANS DATED 072023	90001251	07/21/2023	56.80
	1000-55-55100-514010-00000000-	CFN-25045	FUELING TRANS DATED 072023	90001251	07/21/2023	51.88
	1000-55-55300-514010-00000000-	CFN-25045	FUELING TRANS DATED 072023	90001251	07/21/2023	1,024.80
	1000-55-55400-514010-00000000-	CFN-25045	FUELING TRANS DATED 072023	90001251	07/21/2023	1,705.08
	1000-70-70200-514010-00000000-	CFN-25045	FUELING TRANS DATED 072023	90001251	07/21/2023	31.01
	1000-71-71100-514010-00000000-	CFN-25045	FUELING TRANS DATED 072023	90001251	07/21/2023	23.26
	1000-71-71100-514010-00000000-	CFN-25045	FUELING TRANS DATED 072023	90001251	07/21/2023	46.38
	1000-74-74100-514010-00000000-	CFN-25045	FUELING TRANS DATED 072023	90001251	07/21/2023	37.17
	1000-74-74100-514010-00000000-	CFN-25045	FUELING TRANS DATED 072023	90001251	07/21/2023	40.10
	1000-72-00000-514010-00000000-	CFN-25045	FUELING TRANS DATED 072023	90001251	07/21/2023	233.94
	1000-55-55400-514010-00000000-	INV-200180	FY23 FUEL BLANKET --MAINTENANCE	90001293	07/28/2023	3,381.00
	1000-55-55400-514010-00000000-	INV-200127	FY23 FUEL BLANKET --MAINTENANCE	90001293	07/28/2023	2,209.68
	Total Paid by Vendor					88,456.95
EASTSIDE DEVELOPMENT GROUP INC	1000-41-41100-515370-00000000-	AUGUST 2023	NAMACC PROJECT MANAGEMENT SERVICES-BLANKET PO	88598	07/24/2023	13,250.00
	Total Paid by Vendor					13,250.00
ELITE EMBROIDERY AND SCREEN PRINT LLC	1000-41-41100-515670-00000000-	39756	PT CLOTHING-69TH SESSION	88600	07/18/2023	3,255.00
	Total Paid by Vendor					3,255.00
EMERGENCY EQUIPMENT PROFESSIONALS INC	1000-42-42100-513040-00000000-	485023	ST 8 AND ST 6 QTRLY AIR SAMPLE	88774	07/27/2023	250.00
	Total Paid by Vendor					250.00
EMPLOYEE RETIREMENT SYSTEMS OF ALABAMA	1000-42-42200-502110-00000000-	COH COST MIL DALLMON	CHECK PAYMENT FOR MILITARY BUY BACK DENNIS ALLMON	88602	07/19/2023	7,001.50
	Total Paid by Vendor					7,001.50
EMPLOYEES RETIREMENT SYSTEM OF ALABAMA	1000-00-00000-210270-00000000-	318071	Payroll Run 1 - Warrant 230723	88706	07/28/2023	7,990.93
	Total Paid by Vendor					7,990.93
ENGINEERED MAINTENANCE SERVICES	1000-14-14300-513010-00000000-	2312372	2023 BLANKET PO PRESSURE WASHER REPAIR PUBLIC WOR	88601	07/24/2023	611.90
	Total Paid by Vendor					611.90
FLEET FUELING	1000-41-41100-514010-00000000-	90712682	MONTHLY FUEL CHARGES-BLANKET PO	88780	07/27/2023	734.88
	Total Paid by Vendor					734.88
FLORIDA STATE DISBURSEMENT UNIT	1000-00-00000-210180-00000000-	318089	Payroll Run 1 - Warrant 230723	88713	07/28/2023	132.46
	Total Paid by Vendor					132.46
FREDDIE LOUIS AUTO ACCESSORIES INC	1000-15-15100-513030-00000000-	36462FL	COM TX 071823/36462FL	88607	07/19/2023	62.50
	1000-15-15100-513030-00000000-	36462FL	COM TX 071823/36462FL	88607	07/19/2023	300.00
	1000-15-15100-513030-00000000-	36463FL	COM TX 071823/36463FL	88607	07/19/2023	275.00
	1000-15-15100-513030-00000000-	36464FL	COM TX 071823/36464FL	88607	07/19/2023	93.75
	1000-15-15100-513030-00000000-	36464FL	COM TX 071823/36464FL	88607	07/19/2023	350.00
	Total Paid by Vendor					1,081.25
G6 INVESTMENTS, INC	1000-30-30200-515520-00000000-	7165	MEDALLIONS FOR TABLE TENNIS TOURNAMENT BRAHAN SPR	88593	07/18/2023	12.16
	Total Paid by Vendor					12.16
GEN-CO INC	1000-14-14300-513010-00000000-	31509	2023 BLANKET PO GENERATOR REPAIRS	88609	07/18/2023	240.00
	Total Paid by Vendor					240.00
GLENDIA PETTIT	1000-30-30400-515520-00000000-	009	LARGE CATFISH TO STOCK BRAHAN SPRING PARK LAGOON	88610	07/21/2023	1,000.00
	Total Paid by Vendor					1,000.00
GORRIE REGAN & ASSOCIATES	1000-53-53200-513010-00000000-	35496	BLANKET PO, REPAIRS/MAINTENANCE CALLS	88611	07/24/2023	330.00
	Total Paid by Vendor					330.00
GRAYBAR ELECTRIC COMPANY	1000-14-14300-513010-00000000-	9332912629	JOHNSON LEGACY9169773- CIRCUIT BREAKER	88612	07/18/2023	384.16
	1000-14-14300-513010-00000000-	9332957160	MISC. LOCATIONS BALLAST & FIXTURE	88612	07/18/2023	1,247.21
	1000-14-14300-513010-00000000-	9332995123	FLEET-169960 ELECTRICAL REPAIR PARTS	88612	07/24/2023	114.60
	Total Paid by Vendor					1,745.97
GRESKO SUPPLY INC	1000-75-75300-515340-00000000-	35038555-00	STRANDLINK FOR STOCK	88613	07/19/2023	255.00
	Total Paid by Vendor					255.00
GS DIRECT INC	1000-74-74100-515340-00000000-	373461	PLOTTER PAPER ROLLS	88614	07/25/2023	1,648.58

GT DISTRIBUTORS OF GEORGIA	Total Paid by Vendor					1,648.58
	1000-41-41250-515340-00000000-	INV0959915	IRT MUNITIONS/SUPPLIES	88425	07/17/2023	2,092.49
	1000-41-41250-515340-00000000-	INV0961492	IRT MUNITIONS/SUPPLIES	88786	07/25/2023	222.56
GULF STATES DISTRIBUTORS	Total Paid by Vendor					2,315.05
	1000-41-41250-515340-00000000-	1448052-IN	SWAT SIM RIFLE ACCESSORIES	88615	07/19/2023	4,466.00
	1000-41-41303-515340-00000000-	1448063-IN	SIM RIFLES/AMMO	88787	07/25/2023	1,476.00
	1000-41-41303-515340-00000000-	1448240-IN	SIM RIFLES/AMMO	88787	07/25/2023	319.20
	1000-41-41250-515340-00000000-	1448538-IN	SWAT BREACHING ROUNDS	88787	07/28/2023	990.25
	Total Paid by Vendor					7,251.45
HILL LAWNMOWER & CHAINSAW CO	1000-51-00000-515340-00000000-	190421	BLANKET PO/MOWER BELTS/MISC REPAIR ITEMS	88616	07/19/2023	140.72
	1000-55-55300-515340-00000000-	189115	FY23 BLANKET FOR PWS MAINT/CONST	88616	07/24/2023	5.34
	1000-55-55300-515340-00000000-	190428	FY23 BLANKET FOR PWS MAINT/CONST	88616	07/24/2023	143.09
	1000-55-55300-515340-00000000-	189774	FY23 BLANKET FOR PWS MAINT/CONST	88616	07/24/2023	358.56
	1000-52-52400-515340-00000000-	190675	SUPPLIES FOR HAYS NATURE PRESERVE (BLANKET)	88792	07/28/2023	356.42
	Total Paid by Vendor					1,004.13
HILLS PET NUTRITION	1000-50-00000-515160-00000000-	246116463	BLANKET-DOG AND CAT FOOD	88793	07/28/2023	146.72
HOLSTON GASES INC	Total Paid by Vendor					146.72
	1000-30-30600-515340-00000000-	203958	BLANKET C02 FOR SHOWERS POOL	88431	07/17/2023	147.00
	1000-30-30600-515340-00000000-	08121M	C02 FOR HUNTSVILLE AQUATICS CENTER	88617	07/18/2023	577.64
	1000-42-42100-515340-00000000-	302992	OXYGEN/PROPANE TANK REFILLS BLANKET	88617	07/24/2023	69.21
	Total Paid by Vendor					793.85
HOME DEPOT USA INC	1000-42-42100-515340-00000000-	754998169	JANITORIAL CART	88432	07/17/2023	172.75
	1000-14-14310-515310-00000000-	754998151	GENERAL SERVICES JANITORIAL SUPPLIES FOR STOCK	88432	07/17/2023	103.40
	1000-14-14310-515310-00000000-	755233996	GENERAL SERVICES JANITORIAL SUPPLIES FOR STOCK	88432	07/18/2023	6,489.82
	1000-14-14310-515310-00000000-	755469269	GENERAL SERVICES JANITORIAL SUPPLIES FOR STOCK	88618	07/19/2023	(69.13)
	1000-14-14310-515310-00000000-	755469277	GENERAL SERVICES JANITORIAL STOCK	88618	07/19/2023	971.50
	1000-14-14310-515310-00000000-	755963121	GENERAL SERVICES JANITORIAL SUPPLIES FOR STOCK	88618	07/24/2023	205.20
	1000-42-42200-515310-00000000-	755715810	MONTHLY JANITORIAL	88618	07/24/2023	4,487.35
	1000-42-42200-515310-00000000-	755715828	MONTHLY JANITORIAL	88618	07/24/2023	826.31
	1000-14-14310-515310-00000000-	755715794	GENERAL SERVICES JANITORIAL STOCK	88618	07/24/2023	1,525.60
	1000-14-14310-515310-00000000-	755234002	GENERAL SERVICES JANITORIAL SUPPLIES FOR STOCK	88618	07/24/2023	656.50
	1000-14-14310-515310-00000000-	754998136	GENERAL SERVICES JANITORIAL SUPPLIES FOR STOCK	88618	07/24/2023	160.32
	1000-14-14310-515310-00000000-	754998144	GENERAL SERVICES JANITORIAL SUPPLIES FOR STOCK	88618	07/24/2023	267.82
	1000-14-14310-515310-00000000-	755469285	GENERAL SERVICES JANITORIAL STOCK	88795	07/26/2023	762.08
	1000-52-52100-515340-00000000-	746548619	JANITORIAL SUPPLIES - LM ADMIN STOCK	88795	07/28/2023	63.03
	1000-14-14310-515310-00000000-	755715802	GENERAL SERVICES JANITORIAL SUPPLIES FOR STOCK	88795	07/28/2023	1,568.13
	1000-14-14310-515310-00000000-	755715786	CREDIT FOR INV# 7557715802	88795	07/28/2023	(1,499.00)
	1000-42-42200-515310-00000000-	751588856	MONTHLY JANITORIAL	88795	07/28/2023	34.44
	1000-42-42200-515310-00000000-	754517902	MONTHLY JANITORIAL	88795	07/28/2023	14.76
	1000-55-55400-515340-00000000-	756431995	JANITORIAL SUPPLIES FOR MAINTENANCE/CONSTRUCTION	88795	07/28/2023	359.82
	Total Paid by Vendor					17,100.70
HUMPHRIES FARM & TURF SUPPLY INC	1000-52-52300-513010-00000000-	30308	46-0-0 FERTILIZER FOR SPORTS (CRAIG)	88433	07/17/2023	3,756.00
HUNTSVILLE GLOW, LLC	Total Paid by Vendor					3,756.00
	1000-10-10300-515020-00000000-	072123	WE HEART JAZZ RENTAL AND SET UP FEE	88620	07/25/2023	545.00
	Total Paid by Vendor					545.00
HUNTSVILLE PET VET	1000-50-00000-515163-00000000-	364788	BLANKE P.O. RABIES/SPAY/NEUTER/LOW INCOME/MEDICAL	88621	07/24/2023	660.00
HUNTSVILLE PUBLIC DEFENDERS OFFICE LLC	Total Paid by Vendor					660.00
	1000-43-00000-515043-00000000-	IND DEF SERV-0723	FOR INDIGENT DEFENSE SERVICES-0723	90001299	07/27/2023	43,500.00
	Total Paid by Vendor					43,500.00
HUNTSVILLE TRACTOR & EQUIPMENT INC	1000-15-15100-513030-00000000-	RO05344	COM TX 071823/RO05344	90001254	07/19/2023	354.05
	1000-15-15100-513030-00000000-	RO05344	COM TX 071823/RO05344	90001254	07/19/2023	372.93
	1000-15-15100-513030-00000000-	RO05344	COM TX 071823/RO05344	90001254	07/19/2023	4,000.00
	1000-15-15100-513030-00000000-	RO05344	COM TX 071823/RO05344	90001254	07/19/2023	4,588.08
	1000-15-15100-513030-00000000-	RO05660	COM TX 072123/RO05660	90001254	07/24/2023	15.31
	1000-15-15100-513030-00000000-	RO05660	COM TX 072123/RO05660	90001254	07/24/2023	362.92
	1000-15-15100-513030-00000000-	RO05660	COM TX 072123/RO05660	90001254	07/24/2023	437.50
	1000-15-15100-513030-00000000-	RO05668	COM TX 072123/RO05668	90001254	07/24/2023	28.44
	1000-15-15100-513030-00000000-	RO05668	COM TX 072123/RO05668	90001254	07/24/2023	459.60
	1000-15-15100-513030-00000000-	RO05668	COM TX 072123/RO05668	90001254	07/24/2023	812.50
	1000-15-15100-513030-00000000-	RO04715	COM TX 062923/RO04715	90001301	07/27/2023	24.68
	1000-15-15100-513030-00000000-	RO04715	COM TX 062923/RO04715	90001301	07/27/2023	64.85
	1000-15-15100-513030-00000000-	RO04715	COM TX 062923/RO04715	90001301	07/27/2023	375.00

	1000-15-15100-513030-00000000-	RO04715	COM TX 062923/RO04715	90001301	07/27/2023	510.84
	Total Paid by Vendor					12,406.70
HUNTSVILLE UTILITIES	1000-14-14300-515460-00000000-	082023	2023 BLANKET PO POP 08/01/23-08/31/23	88622	07/24/2023	11,897.25
	1000-53-00000-515700-PK1065XX-	2210104287720723	POP 06/14/23-07/14/23 UTILITY USAGE FOR GARAGES	88799	07/28/2023	497.26
	1000-53-53200-515700-PK1051XX-	2210103669510723	POP 06/21/23-07/22/23 UTILITY USAGE FOR GARAGE D	88799	07/28/2023	66.85
	1000-53-53200-515700-PK1051XX-	2210103669500723	POP 06/21/23-07/20/23 OUTILITY USAGE FOR GARAGE D	88799	07/28/2023	938.14
	1000-53-53200-515700-PK1051XX-	2210103669400723	POP 06/21/23-07/21/23 UTILITY USAGE FOR GARAGE D	88799	07/28/2023	20.00
	1000-53-53200-515700-PK1051XX-	2210103669480723	POP 06/21/23-07/21/23 UTILITY USAGE FOR GARAGE D	88799	07/28/2023	57.68
	1000-53-53200-515700-PK1051XX-	2210103669460723	POP 06/21/23-07/21/23 UTILITY USAGE FOR GARAGE D	88799	07/28/2023	541.83
	1000-53-53200-515700-PK1051XX-	2210103669440723	POP 06/21/23-07/21/23 UTILITY USAGE FOR GARAGE D	88799	07/28/2023	145.54
	1000-53-53200-515700-PK1051XX-	2210103669430723	POP 06/21/23-07/21/23 UTILITY USAGE FOR GARAGE D	88799	07/28/2023	51.47
	Total Paid by Vendor					14,216.02
IL STATE DISBURSEMENT UNIT	1000-00-00000-210180-00000000-	318087	Payroll Run 1 - Warrant 230723	88714	07/28/2023	225.00
	Total Paid by Vendor					225.00
ILENE S SHOEMAKER	1000-12-12200-515370-00000000-	231-115	BLANKET PO FOR CITY COUNCIL MEETINGS FY 2023	88854	07/25/2023	1,425.00
	Total Paid by Vendor					1,425.00
INDUSTRIAL CONTRACTOR SUPPLY LLC	1000-52-52600-515340-00000000-	60877	SUPPLIES FOR NORTH MAINT (BLANKET)	88441	07/17/2023	509.28
	1000-55-55400-515340-00000000-	61216	FY23 PWS ALL MATERIAL "B" BLANKET	88441	07/17/2023	205.85
	1000-55-55400-515340-00000000-	61215	FY23 PWS ALL MATERIAL "B" BLANKET	88441	07/17/2023	29.98
	1000-55-55400-515340-00000000-	61203	FY23 PWS ALL MATERIAL "B" BLANKET	88441	07/17/2023	192.89
	1000-55-55400-515340-00000000-	61155	FY23 PWS ALL MATERIAL "B" BLANKET	88441	07/17/2023	40.90
	1000-55-55400-515340-00000000-	61102	FY23 PWS ALL MATERIAL "B" BLANKET	88441	07/17/2023	49.22
	1000-55-55400-515340-00000000-	61083	FY23 PWS ALL MATERIAL "B" BLANKET	88441	07/17/2023	194.59
	1000-55-55400-515340-00000000-	61069	FY23 PWS ALL MATERIAL "B" BLANKET	88441	07/17/2023	54.33
	1000-55-55400-515340-00000000-	60783	FY23 PWS MAINT/CONST BID ITEMS-BLANKET	88441	07/17/2023	19.00
	1000-55-55400-515340-00000000-	60966	FY23 PWS MAINT/CONST BID ITEMS-BLANKET	88441	07/17/2023	57.00
	1000-55-55400-515340-00000000-	60967	FY23 PWS MAINT/CONST BID ITEMS-BLANKET	88441	07/17/2023	7.40
	1000-55-55400-515340-00000000-	61015	FY23 PWS MAINT/CONST BID ITEMS-BLANKET	88441	07/17/2023	9.50
	1000-55-55400-515340-00000000-	61074	FY23 PWS MAINT/CONST BID ITEMS-BLANKET	88441	07/17/2023	119.19
	1000-55-55400-515340-00000000-	61116	FY23 PWS MAINT/CONST BID ITEMS-BLANKET	88441	07/17/2023	208.31
	1000-75-75300-515340-00000000-	61405	STRAPS FOR CRANE	88623	07/18/2023	51.84
	1000-52-52300-515340-00000000-	61414	SUPPLIES FOR SPORTS (BLANKET)	88623	07/18/2023	35.64
	1000-52-52300-515340-00000000-	61415	SUPPLIES FOR SPORTS (BLANKET)	88623	07/18/2023	47.52
	1000-52-52300-515340-00000000-	61425	SUPPLIES FOR SPORTS (BLANKET)	88623	07/19/2023	167.36
	1000-52-52600-515340-00000000-	61357	SUPPLIES FOR NORTH MAINT (BLANKET)	88623	07/19/2023	63.84
	1000-52-52700-515340-00000000-	61437	SUPPLIES FOR SOUTH MAINT (BLANKET)	88623	07/19/2023	13.98
	1000-52-52400-515340-00000000-	60954	SUPPLIES FOR HAYS (BLANKET)	88623	07/24/2023	206.54
	1000-55-55400-515340-00000000-	61309	FY23 PWS ALL MATERIAL "B" BLANKET	88623	07/24/2023	1,280.00
	1000-55-55400-515340-00000000-	61361	FY23 PWS ALL MATERIAL "B" BLANKET	88623	07/24/2023	158.58
	1000-55-55400-515340-00000000-	61365	FY23 PWS ALL MATERIAL "B" BLANKET	88623	07/24/2023	278.28
	1000-55-55400-515340-00000000-	61366	FY23 PWS ALL MATERIAL "B" BLANKET	88623	07/24/2023	87.05
	1000-55-55400-515340-00000000-	61396	FY23 PWS ALL MATERIAL "B" BLANKET	88623	07/24/2023	301.01
	1000-55-55400-515340-00000000-	61424	FY23 PWS ALL MATERIAL "B" BLANKET	88623	07/24/2023	52.22
	1000-55-55400-515340-00000000-	61440	FY23 PWS ALL MATERIAL "B" BLANKET	88623	07/24/2023	313.87
	1000-55-55400-515340-00000000-	61455	FY23 PWS ALL MATERIAL "B" BLANKET	88623	07/24/2023	67.20
	1000-55-55400-515340-00000000-	61467	FY23 PWS ALL MATERIAL "B" BLANKET	88623	07/24/2023	209.92
	1000-55-55400-515340-00000000-	61468	FY23 PWS ALL MATERIAL "B" BLANKET	88623	07/24/2023	23.95
	1000-55-55400-515340-00000000-	61502	FY23 PWS ALL MATERIAL "B" BLANKET	88623	07/24/2023	3,047.56
	1000-55-55400-515340-00000000-	61504	FY23 PWS ALL MATERIAL "B" BLANKET	88623	07/24/2023	725.04
	1000-55-55400-515340-00000000-	61509	FY23 PWS ALL MATERIAL "B" BLANKET	88623	07/24/2023	119.96
	1000-55-55400-515340-00000000-	61360	FY23 PWS MAINT/CONST BID ITEMS-BLANKET	88623	07/24/2023	38.65
	1000-55-55400-515340-00000000-	61413	FY23 PWS MAINT/CONST BID ITEMS-BLANKET	88623	07/24/2023	123.02
	1000-55-55400-515340-00000000-	61423	FY23 PWS MAINT/CONST BID ITEMS-BLANKET	88623	07/24/2023	103.63
	1000-55-55400-515340-00000000-	61451	FY23 PWS MAINT/CONST BID ITEMS-BLANKET	88623	07/24/2023	11.76
	1000-55-55400-515340-00000000-	61473	FY23 PWS MAINT/CONST BID ITEMS-BLANKET	88623	07/24/2023	54.24
	1000-52-52300-515340-00000000-	61476	SUPPLIES FOR SPORTS (BLANKET)	88623	07/24/2023	116.46
	1000-52-52200-515340-00000000-	60582	SUPPLIES FOR SPECIAL EVENTS (BLANKET PO)	88623	07/24/2023	47.68
	1000-52-52900-515340-00000000-	60622	SUPPLIES FOR GREEN TEAM (BLANKET PO)	88623	07/24/2023	23.76
	1000-52-52900-515340-00000000-	60584	SUPPLIES FOR GREEN TEAM (BLANKET PO)	88623	07/24/2023	280.48
	1000-55-55400-515340-00000000-	61299	FY23 PWS ALL MATERIAL "B" BLANKET	88623	07/24/2023	158.27
	1000-55-55400-515340-00000000-	61306	FY23 PWS ALL MATERIAL "B" BLANKET	88623	07/24/2023	159.30
	1000-55-55400-515340-00000000-	61315	FY23 PWS ALL MATERIAL "B" BLANKET	88623	07/24/2023	676.35

	1000-55-55400-515340-00000000-	61330	FY23 PWS ALL MATERIAL "B" BLANKET	88623	07/24/2023	70.30
	1000-55-55400-515340-00000000-	61341	FY23 PWS ALL MATERIAL "B" BLANKET	88623	07/24/2023	630.00
	1000-55-55400-515340-00000000-	61377	FY23 PWS ALL MATERIAL "B" BLANKET	88623	07/24/2023	19.25
	1000-55-55400-515340-00000000-	61387	FY23 PWS ALL MATERIAL "B" BLANKET	88623	07/24/2023	19.08
	1000-55-55400-515340-00000000-	61397	FY23 PWS ALL MATERIAL "B" BLANKET	88623	07/24/2023	59.46
	1000-55-55400-515340-00000000-	61402	FY23 PWS ALL MATERIAL "B" BLANKET	88623	07/24/2023	18.00
	1000-55-55400-515340-00000000-	61456	FY23 PWS ALL MATERIAL "B" BLANKET	88623	07/24/2023	2.21
	1000-55-55400-515340-00000000-	61462	FY23 PWS ALL MATERIAL "B" BLANKET	88623	07/24/2023	180.00
	1000-55-55400-515340-00000000-	61465	FY23 PWS ALL MATERIAL "B" BLANKET	88623	07/24/2023	27.32
	1000-55-55400-515340-00000000-	61507	FY23 PWS ALL MATERIAL "B" BLANKET	88623	07/24/2023	77.59
	1000-55-55400-515340-00000000-	61297	FY23 PWS MAINT/CONST BID ITEMS-BLANKET	88623	07/24/2023	17.15
	1000-55-55400-515340-00000000-	61307	FY23 PWS MAINT/CONST BID ITEMS-BLANKET	88623	07/24/2023	17.15
	1000-55-55400-515340-00000000-	61311	FY23 PWS MAINT/CONST BID ITEMS-BLANKET	88623	07/24/2023	449.20
	1000-55-55400-515340-00000000-	61329	FY23 PWS MAINT/CONST BID ITEMS-BLANKET	88623	07/24/2023	75.87
	1000-55-55400-515340-00000000-	61342	FY23 PWS MAINT/CONST BID ITEMS-BLANKET	88623	07/24/2023	423.14
	1000-55-55400-515340-00000000-	61457	FY23 PWS MAINT/CONST BID ITEMS-BLANKET	88623	07/24/2023	7.40
	Total Paid by Vendor					12,835.52
INSIGHT GLOBAL LLC	1000-17-17100-515370-00000000-	11003459033	RES 22-497 TEMP HIRE FOR ITS VIA INSIGHT GLOBAL IT	88624	07/19/2023	7,676.00
	1000-13-13100-515370-00000000-	11003459031	BLANKET PO (RES 22-497) TEMP FOR AMANDA COOPER	88624	07/19/2023	2,736.00
	1000-71-71100-515370-00000000-	11003459032	(BLANKET) TEMP EMPLOYEE-ISAIAH MAGWOOD	88624	07/19/2023	1,287.00
	1000-17-17100-515370-00000000-	11003476079	RES 22-497 TEMP HIRE FOR ITS VIA INSIGHT GLOBAL IT	88803	07/27/2023	8,049.60
	1000-17-17100-515370-00000000-	11003476085	RES 22-497 TEMP HIRE FOR ITS VIA INSIGHT GLOBAL IT	88803	07/27/2023	7,641.90
	1000-71-71100-515370-00000000-	11003476083	(BLANKET) TEMP EMPLOYEE-ISAIAH MAGWOOD	88803	07/28/2023	990.00
	Total Paid by Vendor					28,380.50
INSIGHT PUBLIC SECTOR	1000-17-17400-520200-00000000-	1101070892	PAR PAY PARKS AND REC	88444	07/17/2023	6,872.80
	1000-17-17400-520200-00000000-	1101070893	QUOTE 0226425950 NETWORK ADAPTERS	88625	07/18/2023	263.70
	Total Paid by Vendor					7,136.50
JAKE MARSHALL SERVICE INC	1000-14-14300-513010-00000000-	HUNTSVILLE-467065	2023 BLANKET PO HONEYWELL & ACCESS CONTROL REPAIR	90001302	07/27/2023	188.00
	1000-14-14300-513010-00000000-	HUNTSVILLE-467064	2023 BLANKET PO HONEYWELL & ACCESS CONTROL REPAIR	90001302	07/27/2023	94.00
	1000-14-14300-513010-00000000-	HUNTSVILLE-466895	2023 BLANKET PO HONEYWELL & ACCESS CONTROL REPAIR	90001302	07/27/2023	329.00
	1000-14-14300-513010-00000000-	HUNTSVILLE-467066	2023 BLANKET PO HONEYWELL & ACCESS CONTROL REPAIR	90001302	07/27/2023	94.00
	Total Paid by Vendor					705.00
JAMES MONAGHAN	1000-14-14300-513010-00000000-	5267	2023 BLANKET PO REPAIRS BY WORK ORDERS	90001223	07/17/2023	1,055.00
	1000-14-14300-513010-00000000-	5269	2023 BLANKET PO REPAIRS BY WORK ORDERS	90001262	07/21/2023	1,680.00
	1000-14-14300-513010-00000000-	5271	2023 BLANKET PO REPAIRS BY WORK ORDERS	90001262	07/21/2023	1,315.00
	1000-14-14300-513010-00000000-	5272	2023 BLANKET PO REPAIRS BY WORK ORDERS	90001262	07/21/2023	535.00
	Total Paid by Vendor					4,585.00
JAMES R HALL	1000-15-15100-513030-00000000-	60643	COM TX 071823/60643	88660	07/19/2023	12.00
	1000-15-15100-513030-00000000-	60643	COM TX 071823/60643	88660	07/19/2023	50.00
	1000-15-15100-513030-00000000-	62441	COM TX 071823/62441	88660	07/19/2023	2.40
	1000-15-15100-513030-00000000-	62441	COM TX 071823/62441	88660	07/19/2023	50.00
	1000-15-15100-513030-00000000-	62919	COM TX 071823/62919	88660	07/19/2023	9.60
	1000-15-15100-513030-00000000-	62919	COM TX 071823/62919	88660	07/19/2023	50.00
	1000-15-15100-513030-00000000-	63183	COM TX 071823/63183	88660	07/19/2023	28.20
	1000-15-15100-513030-00000000-	63183	COM TX 071823/63183	88660	07/19/2023	50.00
	1000-15-15100-513030-00000000-	63200	COM TX 071823/63200	88660	07/19/2023	45.30
	1000-15-15100-513030-00000000-	63200	COM TX 071823/63200	88660	07/19/2023	50.00
	1000-15-15100-513030-00000000-	63212	COM TX 071823/63212	88660	07/19/2023	8.10
	1000-15-15100-513030-00000000-	63212	COM TX 071823/63212	88660	07/19/2023	50.00
	1000-15-15100-513030-00000000-	63217	COM TX 071823/63217	88660	07/19/2023	17.10
	1000-15-15100-513030-00000000-	63217	COM TX 071823/63217	88660	07/19/2023	50.00
	1000-15-15100-513030-00000000-	63230	COM TX 071823/63230	88660	07/19/2023	22.50
	1000-15-15100-513030-00000000-	63230	COM TX 071823/63230	88660	07/19/2023	50.00
	1000-15-15100-513030-00000000-	63236	COM TX 071823/63236	88660	07/19/2023	7.80
	1000-15-15100-513030-00000000-	63236	COM TX 071823/63236	88660	07/19/2023	50.00
	1000-15-15100-513030-00000000-	63248	COM TX 071823/63248	88660	07/19/2023	4.50
	1000-15-15100-513030-00000000-	63248	COM TX 071823/63248	88660	07/19/2023	50.00
	1000-15-15100-513030-00000000-	63249	COM TX 071823/63249	88660	07/19/2023	3.90
	1000-15-15100-513030-00000000-	63249	COM TX 071823/63249	88660	07/19/2023	50.00
	1000-15-15100-513030-00000000-	63307	COM TX 071823/63307	88660	07/19/2023	19.20
	1000-15-15100-513030-00000000-	63307	COM TX 071823/63307	88660	07/19/2023	50.00
	1000-15-15100-513030-00000000-	63308	COM TX 071823/63308	88660	07/19/2023	20.40

1000-15-15100-513030-00000000-	63308	COM TX 071823/63308	88660	07/19/2023	50.00
1000-15-15100-513030-00000000-	63333	COM TX 071823/63333	88660	07/19/2023	4.50
1000-15-15100-513030-00000000-	63333	COM TX 071823/63333	88660	07/19/2023	50.00
1000-15-15100-513030-00000000-	63338	COM TX 071823/63338	88660	07/19/2023	4.50
1000-15-15100-513030-00000000-	63338	COM TX 071823/63338	88660	07/19/2023	50.00
1000-15-15100-513030-00000000-	63342	COM TX 071823/63342	88660	07/19/2023	50.00
1000-15-15100-513030-00000000-	63350	COM TX 071823/63350	88660	07/19/2023	50.00
1000-15-15100-513030-00000000-	63356	COM TX 071823/63356	88660	07/19/2023	9.60
1000-15-15100-513030-00000000-	63356	COM TX 071823/63356	88660	07/19/2023	50.00
1000-15-15100-513030-00000000-	63359	COM TX 071823/63359	88660	07/19/2023	4.50
1000-15-15100-513030-00000000-	63359	COM TX 071823/63359	88660	07/19/2023	50.00
1000-15-15100-513030-00000000-	63363	COM TX 071823/63363	88660	07/19/2023	4.50
1000-15-15100-513030-00000000-	63363	COM TX 071823/63363	88660	07/19/2023	50.00
1000-15-15100-513030-00000000-	63366	COM TX 071823/63366	88660	07/19/2023	85.00
1000-15-15100-513030-00000000-	63387	COM TX 071823/63387	88660	07/19/2023	4.50
1000-15-15100-513030-00000000-	63387	COM TX 071823/63387	88660	07/19/2023	50.00
1000-15-15100-513030-00000000-	63392	COM TX 071823/63392	88660	07/19/2023	50.00
1000-15-15100-513030-00000000-	63416	COM TX 071823/63416	88660	07/19/2023	4.50
1000-15-15100-513030-00000000-	63416	COM TX 071823/63416	88660	07/19/2023	50.00
1000-15-15100-513030-00000000-	63417	COM TX 071823/63417	88660	07/19/2023	4.50
1000-15-15100-513030-00000000-	63417	COM TX 071823/63417	88660	07/19/2023	50.00
1000-15-15100-513030-00000000-	63453	COM TX 071823/63453	88660	07/19/2023	23.10
1000-15-15100-513030-00000000-	63453	COM TX 071823/63453	88660	07/19/2023	50.00
1000-15-15100-513030-00000000-	63489	COM TX 071823/63489	88660	07/19/2023	50.00
1000-15-15100-513030-00000000-	63929	COM TX 071823/63929	88660	07/19/2023	4.50
1000-15-15100-513030-00000000-	63929	COM TX 071823/63929	88660	07/19/2023	50.00
1000-15-15100-513030-00000000-	63973	COM TX 071823/63973	88660	07/19/2023	42.30
1000-15-15100-513030-00000000-	63973	COM TX 071823/63973	88660	07/19/2023	50.00
1000-15-15100-513030-00000000-	63976	COM TX 071823/63976	88660	07/19/2023	4.50
1000-15-15100-513030-00000000-	63976	COM TX 071823/63976	88660	07/19/2023	50.00
1000-15-15100-513030-00000000-	63998	COM TX 071823/63998	88660	07/19/2023	15.30
1000-15-15100-513030-00000000-	63998	COM TX 071823/63998	88660	07/19/2023	50.00
1000-15-15100-513030-00000000-	63999	COM TX 071823/63999	88660	07/19/2023	9.00
1000-15-15100-513030-00000000-	63999	COM TX 071823/63999	88660	07/19/2023	50.00
1000-15-15100-513030-00000000-	64002	COM TX 071823/64002	88660	07/19/2023	7.50
1000-15-15100-513030-00000000-	64002	COM TX 071823/64002	88660	07/19/2023	50.00
1000-15-15100-513030-00000000-	64010	COM TX 071823/64010	88660	07/19/2023	5.40
1000-15-15100-513030-00000000-	64010	COM TX 071823/64010	88660	07/19/2023	50.00
1000-15-15100-513030-00000000-	64025	COM TX 071823/64025	88660	07/19/2023	50.00
1000-15-15100-513030-00000000-	64029	COM TX 071823/64029	88660	07/19/2023	4.50
1000-15-15100-513030-00000000-	64029	COM TX 071823/64029	88660	07/19/2023	50.00
1000-15-15100-513030-00000000-	64061	COM TX 071823/64061	88660	07/19/2023	50.00
1000-15-15100-513030-00000000-	64071	COM TX 071823/64071	88660	07/19/2023	50.00
1000-15-15100-513030-00000000-	64090	COM TX 071823/64090	88660	07/19/2023	50.00
1000-15-15100-513030-00000000-	64110	COM TX 071823/64110	88660	07/19/2023	50.00
1000-15-15100-513030-00000000-	64111	COM TX 071823/64111	88660	07/19/2023	4.50
1000-15-15100-513030-00000000-	64111	COM TX 071823/64111	88660	07/19/2023	50.00
1000-15-15100-513030-00000000-	63178	COM TX 072123/63178	88660	07/24/2023	3.60
1000-15-15100-513030-00000000-	63178	COM TX 072123/63178	88660	07/24/2023	350.00
1000-15-15100-513030-00000000-	63297	COM TX 072123/63297	88660	07/24/2023	29.40
1000-15-15100-513030-00000000-	63297	COM TX 072123/63297	88660	07/24/2023	50.00
1000-15-15100-513030-00000000-	63303	COM TX 072123/63303	88660	07/24/2023	10.20
1000-15-15100-513030-00000000-	63303	COM TX 072123/63303	88660	07/24/2023	75.00
1000-15-15100-513030-00000000-	63340	COM TX 072123/63340	88660	07/24/2023	85.00
1000-15-15100-513030-00000000-	63362	COM TX 072123/63362	88660	07/24/2023	4.50
1000-15-15100-513030-00000000-	63362	COM TX 072123/63362	88660	07/24/2023	85.00
1000-15-15100-513030-00000000-	63382	COM TX 072123/63382	88660	07/24/2023	85.00
1000-15-15100-513030-00000000-	63386	COM TX 072123/63386	88660	07/24/2023	4.50
1000-15-15100-513030-00000000-	63386	COM TX 072123/63386	88660	07/24/2023	85.00
1000-15-15100-513030-00000000-	63395	COM TX 072123/63395	88660	07/24/2023	350.00
1000-15-15100-513030-00000000-	63443	COM TX 072123/63443	88660	07/24/2023	78.00
1000-15-15100-513030-00000000-	63443	COM TX 072123/63443	88660	07/24/2023	250.00

1000-15-15100-513030-00000000-	63491	COM TX 072123/63491	88660	07/24/2023	24.00
1000-15-15100-513030-00000000-	63491	COM TX 072123/63491	88660	07/24/2023	350.00
1000-15-15100-513030-00000000-	63927	COM TX 072123/63927	88660	07/24/2023	25.50
1000-15-15100-513030-00000000-	63927	COM TX 072123/63927	88660	07/24/2023	50.00
1000-15-15100-513030-00000000-	63979	COM TX 072123/63979	88660	07/24/2023	4.50
1000-15-15100-513030-00000000-	63979	COM TX 072123/63979	88660	07/24/2023	85.00
1000-15-15100-513030-00000000-	64013	COM TX 072123/64013	88660	07/24/2023	25.20
1000-15-15100-513030-00000000-	64013	COM TX 072123/64013	88660	07/24/2023	350.00
1000-15-15100-513030-00000000-	64017	COM TX 072123/64017	88660	07/24/2023	350.00
1000-15-15100-513030-00000000-	64030	COM TX 072123/64030	88660	07/24/2023	4.50
1000-15-15100-513030-00000000-	64030	COM TX 072123/64030	88660	07/24/2023	85.00
1000-15-15100-513030-00000000-	64053	COM TX 072123/64053	88660	07/24/2023	50.00
1000-15-15100-513030-00000000-	64055	COM TX 072123/64055	88660	07/24/2023	27.30
1000-15-15100-513030-00000000-	64055	COM TX 072123/64055	88660	07/24/2023	50.00
1000-15-15100-513030-00000000-	63977 06/29/23	COM TX 072123/63977	88660	07/24/2023	90.40
1000-15-15100-513030-00000000-	63980 06/28/23	COM TX 072123/63980	88660	07/24/2023	113.80
1000-15-15100-513030-00000000-	62972	COM TX 072423/62972	88845	07/27/2023	47.10
1000-15-15100-513030-00000000-	62972	COM TX 072423/62972	88845	07/27/2023	50.00
1000-15-15100-513030-00000000-	63349	COM TX 072423/63349	88845	07/27/2023	4.20
1000-15-15100-513030-00000000-	63349	COM TX 072423/63349	88845	07/27/2023	75.00
1000-15-15100-513030-00000000-	63424	COM TX 072423/63424	88845	07/27/2023	75.00
1000-15-15100-513030-00000000-	63424	COM TX 072423/63424	88845	07/27/2023	84.00
1000-15-15100-513030-00000000-	63425	COM TX 072423/63425	88845	07/27/2023	24.00
1000-15-15100-513030-00000000-	63425	COM TX 072423/63425	88845	07/27/2023	350.00
1000-15-15100-513030-00000000-	63427	COM TX 072423/63427	88845	07/27/2023	29.70
1000-15-15100-513030-00000000-	63427	COM TX 072423/63427	88845	07/27/2023	50.00
1000-15-15100-513030-00000000-	63452	COM TX 072423/63452	88845	07/27/2023	31.80
1000-15-15100-513030-00000000-	63452	COM TX 072423/63452	88845	07/27/2023	50.00
1000-15-15100-513030-00000000-	63454	COM TX 072423/63454	88845	07/27/2023	50.00
1000-15-15100-513030-00000000-	63485	COM TX 072423/63485	88845	07/27/2023	75.00
1000-15-15100-513030-00000000-	63486	COM TX 072423/63486	88845	07/27/2023	24.00
1000-15-15100-513030-00000000-	63486	COM TX 072423/63486	88845	07/27/2023	350.00
1000-15-15100-513030-00000000-	63487A-07/10/23	COM TX 072423/63487	88845	07/27/2023	7.20
1000-15-15100-513030-00000000-	63487A-07/10/23	COM TX 072423/63487	88845	07/27/2023	85.00
1000-15-15100-513030-00000000-	63488	COM TX 072423/63488	88845	07/27/2023	50.00
1000-15-15100-513030-00000000-	63492	COM TX 072423/63492	88845	07/27/2023	4.50
1000-15-15100-513030-00000000-	63492	COM TX 072423/63492	88845	07/27/2023	50.00
1000-15-15100-513030-00000000-	63494	COM TX 072423/63494	88845	07/27/2023	4.50
1000-15-15100-513030-00000000-	63494	COM TX 072423/63494	88845	07/27/2023	50.00
1000-15-15100-513030-00000000-	63497	COM TX 072423/63497	88845	07/27/2023	32.40
1000-15-15100-513030-00000000-	63497	COM TX 072423/63497	88845	07/27/2023	50.00
1000-15-15100-513030-00000000-	63499	COM TX 072423/63499	88845	07/27/2023	16.50
1000-15-15100-513030-00000000-	63499	COM TX 072423/63499	88845	07/27/2023	50.00
1000-15-15100-513030-00000000-	63501	COM TX 072423/63501	88845	07/27/2023	350.00
1000-15-15100-513030-00000000-	63503	COM TX 072423/63503	88845	07/27/2023	4.50
1000-15-15100-513030-00000000-	63503	COM TX 072423/63503	88845	07/27/2023	85.00
1000-15-15100-513030-00000000-	64014	COM TX 072423/64014	88845	07/27/2023	15.90
1000-15-15100-513030-00000000-	64014	COM TX 072423/64014	88845	07/27/2023	50.00
1000-15-15100-513030-00000000-	64026	COM TX 072423/64026	88845	07/27/2023	6.90
1000-15-15100-513030-00000000-	64026	COM TX 072423/64026	88845	07/27/2023	85.00
1000-15-15100-513030-00000000-	64077	COM TX 072423/64077	88845	07/27/2023	6.90
1000-15-15100-513030-00000000-	64077	COM TX 072423/64077	88845	07/27/2023	50.00
1000-15-15100-513030-00000000-	64106	COM TX 072423/64106	88845	07/27/2023	4.50
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1000-15-15100-513030-00000000-	64112	COM TX 072423/64112	88845	07/27/2023	50.00
1000-15-15100-513030-00000000-	64134	COM TX 072423/64134	88845	07/27/2023	50.00
1000-15-15100-513030-00000000-	64134	COM TX 072423/64134	88845	07/27/2023	52.50
1000-15-15100-513030-00000000-	64181	COM TX 072423/64181	88845	07/27/2023	11.70
1000-15-15100-513030-00000000-	64181	COM TX 072423/64181	88845	07/27/2023	50.00

	1000-15-15100-513030-00000000-	64182	COM TX 072423/64182	88845	07/27/2023	50.00
	1000-15-15100-513030-00000000-	64183	COM TX 072423/64183	88845	07/27/2023	85.00
	1000-15-15100-513030-00000000-	64184	COM TX 072423/64184	88845	07/27/2023	4.50
	1000-15-15100-513030-00000000-	64184	COM TX 072423/64184	88845	07/27/2023	50.00
	1000-15-15100-513030-00000000-	634878-07/06/23	COM TX 072423/63487	88845	07/27/2023	59.30
	1000-15-15100-513030-00000000-	62939-07/10/23	COM TX 072423/62939	88845	07/27/2023	54.50
	1000-15-15100-513030-00000000-	63442-07/11/23	COM TX 072423/63442	88845	07/27/2023	50.00
	1000-15-15100-513030-00000000-	63447-07/11/23	COM TX 072423/63447	88845	07/27/2023	85.00
	1000-15-15100-513030-00000000-	63449-07/12/23	COM TX 072423/63449	88845	07/27/2023	92.90
	1000-15-15100-513030-00000000-	63450-07/12/23	COM TX 072423/63450	88845	07/27/2023	54.50
	1000-15-15100-513030-00000000-	63455-07/13/23	COM TX 072423/63455	88845	07/27/2023	54.50
	1000-15-15100-513030-00000000-	63489-07/11/23	COM TX 072423/63489	88845	07/27/2023	92.80
	Total Paid by Vendor					9,181.20
KANARYS INC	1000-10-10300-515020-00000000-	1157	EQUITABLE ORGANIZATIONAL AUDIT	88628	07/24/2023	1,000.00
	Total Paid by Vendor					1,000.00
KELLI BROWN	1000-41-41100-515340-00000000-	1216	RECRUITMENT ITEMS FOR HPD DISPATCH/COMMUNICATIONS	90001257	07/21/2023	1,468.65
	Total Paid by Vendor					1,468.65
KENWORTH OF HUNTSVILLE	1000-15-15100-513030-00000000-	0640647322	COM TX 071923/0640647322	88685	07/21/2023	94.35
	1000-15-15100-513030-00000000-	0640647322	COM TX 071923/0640647322	88685	07/21/2023	786.25
	1000-15-15100-513030-00000000-	0640647322	COM TX 071923/0640647322	88685	07/21/2023	1,060.05
	Total Paid by Vendor					1,940.65
KIMLEY-HORN AND ASSOCIATES, INC	1000-74-74100-515370-00000000-	249394000-0623	PROF SERV THRU 063023-LIMESTON/HSV PROPERTY TASK 1	88629	07/24/2023	15,000.00
	Total Paid by Vendor					15,000.00
KNOLOGY OF HUNTSVILLE	1000-17-17100-515070-00000000-	0194584020623	FY23 BLANKET PO FOR WOW SERVICES COH	88701	07/19/2023	1,171.77
	Total Paid by Vendor					1,171.77
KNOX ASSOCIATES INC	1000-17-17100-515250-00000000-	INV-KA-189639	SOLE SOURCE KNOX CONNECT SE 2023-24 SUPPORT FIRE	88630	07/24/2023	2,199.00
	Total Paid by Vendor					2,199.00
KONICA MINOLTA BUSINESS SOLUTIONS USA INC	1000-17-17100-515250-00000000-	287962848	FY23 BLANKET PO KONICA MINOLTA COPIER SERVICES COH	88450	07/18/2023	122.07
	1000-17-17100-515250-00000000-	9009406504	FY23 BLANKET PO KONICA MINOLTA COPIER SERVICES COH	88450	07/18/2023	78.76
	1000-17-17100-515250-00000000-	9009404091	FY23 BLANKET PO KONICA MINOLTA COPIER SERVICES COH	88631	07/18/2023	3,289.01
	Total Paid by Vendor					3,489.84
LANBRO SHEET METAL INC	1000-14-14300-513010-00000000-	318630	MATERIALS AND PARTS FOR WO# 169946	PCard	07/19/2023	339.75
	Total Paid by Vendor					339.75
LANDERS MCLARTY DODGE CHRYSLER JEEP	1000-41-41100-520100-00000000-00153	007563	STAC USED VEHICLE PURCHASE	88632	07/24/2023	31,475.50
	1000-41-41100-520100-00000000-00153	007564	STAC USED VEHICLE PURCHASE	88632	07/24/2023	10,135.50
	Total Paid by Vendor					41,611.00
LAW ENFORCEMENT ACCREDITATION COALITION	1000-41-41100-515520-00000000-	2023-24 ANNUAL DUES	2023-24 ANNUAL DUES	88453	07/17/2023	300.00
	Total Paid by Vendor					300.00
LEE COMPANY	1000-14-14300-513010-00000000-	LEE-666302	2023 BLANKET PO PLUMBING REPAIRS	88633	07/18/2023	527.18
	Total Paid by Vendor					527.18
LEES MAGIC TUNNEL	1000-15-15100-513030-00000000-	31450	COM TX 072423/31450	88811	07/27/2023	39.00
	Total Paid by Vendor					39.00
LINCOLN NATIONAL LIFE	1000-00-00000-210230-00000000-	860053256 7/09/2023	PPE 7/09/23 VOLUNTARY TERM LIFE INS PREMIUMS	90001305	07/27/2023	20,843.00
	1000-00-00000-210230-00000000-	873001032 7/09/2023	PPE 7/09/23 VOLUNTARY AD&D INSURANCE PREMIUMS	90001305	07/27/2023	1,615.05
	1000-00-00000-210230-00000000-	873001032 7/23/2023	PPE 7/23/23 VOLUNTARY AD&D INSURANCE PREMIUMS	90001305	07/28/2023	1,623.02
	1000-00-00000-210230-00000000-	860053256 7/23/2023	PPE 7/23/23 VOLUNTARY TERM LIFE INS PREMIUMS	90001305	07/28/2023	20,942.20
	Total Paid by Vendor					45,023.27
LISA WARNER	1000-50-00000-515163-00000000-	104105	BLANKET LISP, SPAY/NEUTER/RABIES, MEDICAL, SICK/I	88434	07/18/2023	95.00
	1000-50-00000-515163-00000000-	104098	BLANKET LISP, SPAY/NEUTER/RABIES, MEDICAL, SICK/I	88434	07/18/2023	55.00
	1000-50-00000-515163-00000000-	104096	BLANKET LISP, SPAY/NEUTER/RABIES, MEDICAL, SICK/I	88434	07/18/2023	55.00
	1000-50-00000-515163-00000000-	104106	BLANKET LISP, SPAY/NEUTER/RABIES, MEDICAL, SICK/I	88434	07/18/2023	145.00
	1000-50-00000-515163-00000000-	103981	BLANKET LISP, SPAY/NEUTER/RABIES, MEDICAL, SICK/I	88434	07/18/2023	105.00
	1000-50-00000-515162-00000000-	104200	BLANKET LISP, SPAY/NEUTER/RABIES, MEDICAL, SICK/I	88797	07/25/2023	95.00
	1000-50-00000-515163-00000000-	104200	BLANKET LISP, SPAY/NEUTER/RABIES, MEDICAL, SICK/I	88797	07/25/2023	10.00
	1000-50-00000-515162-00000000-	104202	BLANKET LISP, SPAY/NEUTER/RABIES, MEDICAL, SICK/I	88797	07/25/2023	60.00
	1000-50-00000-515162-00000000-	104167	BLANKET LISP, SPAY/NEUTER/RABIES, MEDICAL, SICK/I	88797	07/25/2023	70.00
	Total Paid by Vendor					690.00
MADISON COUNTY AUTO PARTS INC	1000-15-15100-515340-00000000-	248344	TIRE SUPPLIES FOR SERVICE SHOP	88462	07/17/2023	224.26
	1000-15-15100-513030-00000000-	248275	NAPA TRX DATE 071423	88462	07/17/2023	3.16
	1000-15-15100-513030-00000000-	248275	NAPA TRX DATE 071423	88462	07/17/2023	3.77
	1000-15-15100-513030-00000000-	248275	NAPA TRX DATE 071423	88462	07/17/2023	3.86
	1000-15-15100-513030-00000000-	248275	NAPA TRX DATE 071423	88462	07/17/2023	4.30

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1000-15-15100-513030-00000000-	248275	NAPA TRX DATE 071423	88462	07/17/2023	6.97
1000-15-15100-513030-00000000-	248275	NAPA TRX DATE 071423	88462	07/17/2023	7.69
1000-15-15100-513030-00000000-	248275	NAPA TRX DATE 071423	88462	07/17/2023	15.12
1000-15-15100-513030-00000000-	248275	NAPA TRX DATE 071423	88462	07/17/2023	15.74
1000-15-15100-513030-00000000-	248275	NAPA TRX DATE 071423	88462	07/17/2023	17.24
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1000-15-15100-513030-00000000-	248275	NAPA TRX DATE 071423	88462	07/17/2023	18.99
1000-15-15100-513030-00000000-	248275	NAPA TRX DATE 071423	88462	07/17/2023	19.17
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1000-15-15100-513030-00000000-	248275	NAPA TRX DATE 071423	88462	07/17/2023	25.02
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1000-15-15100-513030-00000000-	248275	NAPA TRX DATE 071423	88462	07/17/2023	34.99
1000-15-15100-513030-00000000-	248275	NAPA TRX DATE 071423	88462	07/17/2023	36.48
1000-15-15100-513030-00000000-	248275	NAPA TRX DATE 071423	88462	07/17/2023	36.68
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1000-55-55400-514010-00000000-	248412	FY23 VARIOUS FLUIDS, AUTOMOTIVE-PWS BLANKET	88636	07/20/2023	75.54
1000-55-55400-514010-00000000-	248463	FY23 VARIOUS FLUIDS, AUTOMOTIVE-PWS BLANKET	88636	07/20/2023	76.38
1000-15-15100-515340-00000000-	248699	FREON FOR FLEET SERVICES	88813	07/26/2023	301.16
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1000-15-15100-513030-00000000-	248447	NAPA TRX DATE 071923	88813	07/27/2023	78.95
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1000-15-15100-513030-00000000-	248447	NAPA TRX DATE 071923	88813	07/27/2023	81.20
1000-15-15100-513030-00000000-	248447	NAPA TRX DATE 071923	88813	07/27/2023	82.05
1000-15-15100-513030-00000000-	248447	NAPA TRX DATE 071923	88813	07/27/2023	103.28
1000-15-15100-513030-00000000-	248447	NAPA TRX DATE 071923	88813	07/27/2023	109.03
1000-15-15100-513030-00000000-	248447	NAPA TRX DATE 071923	88813	07/27/2023	114.63

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	1000-15-15100-513030-00000000-	248690	NAPA TRX DATE 072623	88813	07/27/2023	34.68
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	1000-15-15100-513030-00000000-	248690	NAPA TRX DATE 072623	88813	07/27/2023	40.05
	1000-15-15100-513030-00000000-	248690	NAPA TRX DATE 072623	88813	07/27/2023	40.70
	1000-15-15100-513030-00000000-	248690	NAPA TRX DATE 072623	88813	07/27/2023	46.32
	1000-15-15100-513030-00000000-	248690	NAPA TRX DATE 072623	88813	07/27/2023	51.85
	1000-15-15100-513030-00000000-	248690	NAPA TRX DATE 072623	88813	07/27/2023	55.37
	1000-15-15100-513030-00000000-	248690	NAPA TRX DATE 072623	88813	07/27/2023	63.18
	1000-15-15100-513030-00000000-	248690	NAPA TRX DATE 072623	88813	07/27/2023	65.86
	1000-15-15100-513030-00000000-	248690	NAPA TRX DATE 072623	88813	07/27/2023	111.72
	1000-15-15100-513030-00000000-	248690	NAPA TRX DATE 072623	88813	07/27/2023	121.97
	1000-15-15100-513030-00000000-	248690	NAPA TRX DATE 072623	88813	07/27/2023	179.40
	1000-15-15100-513030-00000000-	248690	NAPA TRX DATE 072623	88813	07/27/2023	376.68
	Total Paid by Vendor					58,861.90
MAPLES LAW FIRM, PC	1000-18-00000-515372-00000000-	116683	BLANKET - OUTSIDE LEGAL SERVICES	88637	07/18/2023	1,268.75
	Total Paid by Vendor					1,268.75
MARSH USA, INC	1000-19-00000-515220-00000000-	2347641	NOTARY BOND FOR DAPHNE BALER TREECE	88627	07/24/2023	50.00
	Total Paid by Vendor					50.00
MCKESSON MEDICAL SURGICAL GOVERNMENT	1000-42-42100-515340-00000000-	20870149	MEDICAL GLOVES	88638	07/24/2023	4,044.01
	Total Paid by Vendor					4,044.01
MELANIE E JOHNSON	1000-30-30600-515520-00000000-	TATAEEZEE-070623	BLANKET SUMMER FY23 ADULT LEAGUE SOFTBALL SCOREKE	90001274	07/19/2023	1,350.00
	Total Paid by Vendor					1,350.00
METRO UMPIRES ASSOCIATION	1000-30-30600-515340-00000000-	METRO 0620-0706	BLANKET SUMMER ADULT SOFTBALL UMPIRES FY23	88639	07/20/2023	571.43
	1000-30-30600-515520-00000000-	METRO 0620-0706	BLANKET SUMMER ADULT SOFTBALL UMPIRES FY23	88639	07/20/2023	3,178.57
	Total Paid by Vendor					3,750.00
MICHELE T HATCHER CHAPTER 13 TRUSTEE	1000-00-00000-210180-00000000-	318075	Payroll Run 1 - Warrant 230723	88720	07/28/2023	7,997.00
	Total Paid by Vendor					7,997.00
MICHIGAN STATE DISBURSEMENT UNIT	1000-00-00000-210180-00000000-	318088	Payroll Run 1 - Warrant 230723	88721	07/28/2023	332.64
	Total Paid by Vendor					332.64
MILLERKNOLL INC	1000-75-75100-515340-00000000-	73830841	OFFICE CHAIR - HANNAH	88819	07/28/2023	1,271.60
	Total Paid by Vendor					1,271.60
MOBILE COMMUNICATIONS AMERICA INC	1000-17-17100-515070-00000000-	80111584	FY23 BLANKET PO SOLE SOURCE MCA 400MHZ RADIOS COH	90001261	07/18/2023	697.27
	1000-17-17100-515070-00000000-	80110548	FY23 BLANKET PO SOLE SOURCE MCA 400MHZ RADIOS COH	90001261	07/20/2023	993.17
	1000-17-17100-515070-00000000-	80111583	FY23 BLANKET PO SOLE SOURCE MCA 400MHZ RADIOS COH	90001261	07/20/2023	993.17
	Total Paid by Vendor					2,683.61
MSC INDUSTRIAL SUPPLY CO INC	1000-42-42100-515610-00000000-	56626657	SAFETY TRAFFIC CONES	88477	07/18/2023	1,185.80
	1000-42-42100-515610-00000000-	59573177	TRAFFIC CONES FOR TRUCKS	88821	07/26/2023	1,355.20
	Total Paid by Vendor					2,541.00
MUNICIPAL EMERGENCY SERVICES	1000-42-42100-515340-00000000-	IN1909172	FIRE HOSE FOR TRAINING ENGINE AND LADDER	88815	07/27/2023	30,883.00
	Total Paid by Vendor					30,883.00
NATIONWIDE RETIREMENT SOLUTIONS	1000-00-00000-210220-00000000-	318081	Payroll Run 1 - Warrant 230723	88704	07/28/2023	94,633.90
	Total Paid by Vendor					94,633.90
NEOGOV	1000-17-17100-520310-00000000-	INV-30430	RES.#23-510 NEOGOV 2022-23 YEARLY RENEWAL FOR HR	88823	07/28/2023	1,995.00
	Total Paid by Vendor					1,995.00
NEXAIR LLC	1000-75-75200-515340-00000000-	0011081459	CYLINDER MAINTENANCE ***BLANKET PO***	88480	07/17/2023	68.03
	Total Paid by Vendor					68.03
NORTH ALABAMA SPAY NEUTER CLINIC	1000-50-00000-515163-00000000-	2085731	BLANKET-LOW INCOME AND SPAY/NEUTER/RABIES	88827	07/25/2023	650.00
	1000-50-00000-515163-00000000-	2085732	BLANKET-LOW INCOME AND SPAY/NEUTER/RABIES	88827	07/25/2023	430.90
	Total Paid by Vendor					1,080.90
NORTH AMERICA FIRE EQUIPMENT CO INC	1000-42-42100-515340-00000000-	1218235	CMC ROPE	88479	07/17/2023	245.00
	1000-42-42100-515050-00000000-	1219805	FIREFIGHTER BOOTS	88641	07/24/2023	1,728.00
	1000-42-42100-515340-00000000-	1220831	PARATECH HYDRAFUSION PARTS	88822	07/25/2023	1,211.00
	1000-42-42100-515340-00000000-	1192072	FIRE HOSE FOR NEW FIRE TRUCKS	88822	07/27/2023	11,757.30
	1000-42-42100-515610-00000000-	1220543	HEAVY RESCUE EQUIPMENT	88822	07/27/2023	201.00
	Total Paid by Vendor					15,142.30
NYS CHILD SUPPORT PROCESSING (SDU)	1000-00-00000-210180-00000000-	318073	Payroll Run 1 - Warrant 230723	88722	07/28/2023	11.53
	Total Paid by Vendor					11.53
OCCUPATIONAL HEALTH GROUP	1000-16-16100-515370-00000000-	217936	PRE-EMPLOYMENT PHYSICAL	88482	07/17/2023	7,611.50
	Total Paid by Vendor					7,611.50
OMNI DISTRIBUTION INC	1000-41-41250-515340-00000000-	32664	SWAT SUPPLIES	88643	07/20/2023	2,687.00
	Total Paid by Vendor					2,687.00
ON LINE INFORMATION SERVICE INC	1000-16-16100-515370-00000000-	13402-070123	ALACOURT -OUTSIDE PROFESSIONAL SERVICE-BLANKET PO	88483	07/17/2023	137.00

	Total Paid by Vendor					137.00
PARK SUPPLY COMPANY INC	1000-14-14300-513010-00000000-	318595	MATERIALS NEEDED FOR WO# 169430	PCard	07/17/2023	378.42
	1000-14-14300-513010-00000000-	318652	MATERIALS FOR WO# 170155	PCard	07/21/2023	1,026.80
	1000-14-14300-513010-00000000-	318653	MATERIALS FOR WO#170155	PCard	07/21/2023	14.13
	1000-14-14300-513010-00000000-	318654	MATERIALS FOR WO# 170155	PCard	07/21/2023	21.21
	Total Paid by Vendor					1,440.56
PCARD PAYMENTS	1000-50-00000-515790-00000000-	317689	NORTH AMERICAN VETERINARY - REGISTRATION FOR VET M	PCard	07/17/2023	450.00
	1000-52-52300-515340-00000000-	317690	HAND TOWELS FOR TRACTORS, SAW, AND BREAKAWAY CABLE	PCard	07/17/2023	121.93
	1000-55-55300-515340-00000000-	317692	EMERGENCY PURCHASE OF ROLL FLASHING	PCard	07/17/2023	119.94
	1000-15-15100-515340-00000000-	317695	THE HOME DEPOT #0888 blower service drive	PCard	07/17/2023	229.00
	1000-71-71100-515790-00000000-	317696	HOLIDAY INN EXPRESS PRATTVILLE - BRIDGE TRAINING I	PCard	07/17/2023	793.62
	1000-71-71100-515790-00000000-	317697	SHELL OIL 57543610000- GAS FOR TRAE TO BRIDGE TRA	PCard	07/17/2023	20.00
	1000-52-52100-515790-00000000-	317698	CDL TESTING REGISTRATION FOR DAVID HORTON - ADMIN	PCard	07/17/2023	22.00
	1000-52-52100-515790-00000000-	317699	CDL TESTING REGISTRATION FOR MARCOUS ROBINSON - AD	PCard	07/17/2023	22.00
	1000-51-00000-515340-00000000-	317700	GATORADE FOR CEMETERY DEPARTMENT DRINK MIX POWDER	PCard	07/17/2023	475.00
	1000-52-52300-515340-00000000-	317701	REPLACEMENT/EXTRA KEYS FOR TRACTORS/MOWERS - SPORT	PCard	07/18/2023	38.90
	1000-52-52900-515010-00000000-	317702	SOCIAL MEDIA POST FOR FISHING AND REPTILE DAYS AT	PCard	07/18/2023	100.00
	1000-52-52700-515340-00000000-	317711	BLOW GUN FOR CLEANING TRACTOR RADIATORS - SOUTH	PCard	07/19/2023	20.23
	1000-52-52900-515520-00000000-	317712	CANDY PRIZES FOR BOYS & GIRLS EDU EVENT - GREEN TE	PCard	07/20/2023	52.03
	1000-52-52200-515340-00000000-	317713	BLEACH FOR CLEANING WATER TANK - SPECIAL EVENTS	PCard	07/20/2023	16.76
	1000-52-52300-515340-00000000-	317714	SEALANT FOR PAINT SPRAY GUNS - SPORTS	PCard	07/20/2023	113.94
	1000-41-41202-515340-00000000-	318206	SUPPLIES-WATER TANK SOUTH PRECINCT	PCard	07/17/2023	92.00
	1000-14-14300-513010-00000000-	318587	MATERIALS FOR WO# 170068 (COMPLETE TRANSACTION REF	PCard	07/17/2023	87.09
	1000-14-14300-513010-00000000-	318588	REFUND OF COMPLETE TRANSACTION AND TAXES - REPURCH	PCard	07/17/2023	(87.09)
	1000-14-14300-513010-00000000-	318589	MATERIALS FOR WO# 170068	PCard	07/17/2023	79.89
	1000-14-14300-513010-00000000-	318590	MATERIALS AND TOOLS FOR WO# 170102	PCard	07/17/2023	136.71
	1000-14-14300-515610-00000000-	318590	MATERIALS AND TOOLS FOR WO# 170102	PCard	07/17/2023	49.97
	1000-75-75300-515340-00000000-	318591	REFUND FOR TAX	PCard	07/17/2023	(2.25)
	1000-75-75300-515340-00000000-	318592	CHARGE FOR SPARE KEY	PCard	07/17/2023	27.25
	1000-42-42100-515340-00000000-	318593	SAMS CLUB #8107 STATION KITCHEN TOWELS	PCard	07/17/2023	158.83
	1000-42-42100-515340-00000000-	318594	THE HOME DEPOT #0888 WAREHOUSE TOOLS	PCard	07/17/2023	54.38
	1000-75-75300-515340-00000000-	318596	ITEMS FOR UAH PED UPGRADES	PCard	07/17/2023	14.97
	1000-75-75300-515340-00000000-	318597	ITEMS FOR SIGNAL MAINTENANCE	PCard	07/17/2023	8.23
	1000-14-14300-513010-00000000-	318599	MATERIALS NEEDED FOR WO# 170152	PCard	07/17/2023	154.40
	1000-41-41250-515790-00000000-	318600	HARREL/OWENS- BRYAN, TX- FUEL	PCard	07/17/2023	40.05
	1000-41-41250-515790-00000000-	318601	HARREL/OWENS- BRYAN, TX- FUEL	PCard	07/17/2023	37.50
	1000-41-41250-515790-00000000-	318602	HARREL/OWENS- BRYAN, TX- FUEL	PCard	07/17/2023	19.55
	1000-42-42100-515340-00000000-	318603	THE HOME DEPOT #0804 BATTERIES FOR WAREHOUSE	PCard	07/17/2023	67.48
	1000-41-41250-515340-00000000-	318604	SUPPLIES- IRT	PCard	07/18/2023	10.24
	1000-41-41250-515340-00000000-	318605	SUPPLIES- SRO UNIT	PCard	07/18/2023	51.61
	1000-42-42100-515340-00000000-	318606	SAMS CLUB #8107 STATION KITCHEN TOWELS	PCard	07/18/2023	178.92
	1000-14-14300-513010-00000000-	318607	MATERIALS NEEDED FOR WO# 169960	PCard	07/18/2023	6.38
	1000-41-41110-515790-00000000-	318608	WHITNEY SOMERVILLE- VESTAVIA HILLS- REGISTRATION	PCard	07/18/2023	99.00
	1000-41-41110-515790-00000000-	318609	DANIELLE DUMAS- VESTAVIA HILLS- REGISTRATION	PCard	07/18/2023	99.00
	1000-74-74100-515010-00000000-	318610	BOZA PUBLIC HEARING NOTICE AD	PCard	07/18/2023	378.50
	1000-41-41250-515790-00000000-	318611	HARREL/OWENS- BRYAN, TX- FUEL	PCard	07/18/2023	20.67
	1000-41-41100-515340-00000000-	318612	OVERNIGHT MAIL FEES	PCard	07/18/2023	194.58
	1000-75-75100-515790-00000000-	318613	ROAD SAFETY CONFERENCE-HANNAH BROWN	PCard	07/19/2023	475.00
	1000-41-41303-515340-00000000-	318614	FARA ANNUAL MEMBERSHIP- ALRM UNIT	PCard	07/19/2023	175.00
	1000-41-41204-515340-00000000-	318616	SUPPLIES- CRIME SCENE	PCard	07/19/2023	14.89
	1000-75-75300-515340-00000000-	318618	ITEMS FOR SIGNAL MAINTENANCE	PCard	07/19/2023	125.74
	1000-13-13100-515340-00000000-	318621	PLAQUEST FOR AUGUST 1ST RETIREES SQ *WHOLESALE TRO	PCard	07/19/2023	179.95
	1000-71-71100-515790-00000000-	318622	AU DBA BUS AND ENG CONTED AL RD SAFETY CONFERENCE	PCard	07/19/2023	2,375.00
	1000-71-71100-515790-00000000-	318623	AU DBA BUS AND ENG CONTED AL RD SAFETY CONFERENCE	PCard	07/19/2023	475.00
	1000-14-14300-513010-00000000-	318624	MATERIALS FOR WO# 170152	PCard	07/19/2023	145.90
	1000-16-16100-515790-00000000-	318625	DELTA AIR - BYRON THOMAS BAGGAGE RECEIPT- INCOMING	PCard	07/19/2023	30.00
	1000-42-42100-515340-00000000-	318627	BOWMAN ENTERPRISES INC ADMIN CONFERENCE ROOM	PCard	07/19/2023	30.00
	1000-42-42200-515130-00000000-	318628	THE HOME DEPOT #0804 FANS FOR STATIONS	PCard	07/19/2023	149.88
	1000-14-14100-515340-00000000-	318629	GATORADE PURCHASED FOR EMPLOYEES	PCard	07/19/2023	194.40
	1000-14-14300-513010-00000000-	318631	MATERIALS FOR WO# 170164	PCard	07/19/2023	31.97
	1000-14-14300-513010-00000000-	318632	MATERIALS FOR WO# 170164	PCard	07/19/2023	17.93

	1000-10-10200-515340-00000000-	318633	SIMPLEBOOKLET.COM- PLUGINS FOR SOCIAL MEDIA CAMPAI	PCard	07/19/2023	8.98
	1000-14-14300-515610-00000000-	318634	TOOLS FOR TRUCK FOR JEREMY CLEMONS	PCard	07/20/2023	46.41
	1000-41-41204-515340-00000000-	318635	SUPPLIES- CRIME SCENE	PCard	07/20/2023	102.33
	1000-41-41303-515340-00000000-	318636	SUPPLIES- EVIDENCE	PCard	07/20/2023	163.40
	1000-42-42100-515340-00000000-	318637	THE HOME DEPOT #0804 TOOLS FOR TRENCH CLASS SPECIA	PCard	07/20/2023	78.18
	1000-14-14300-513010-00000000-	318641	MATERIALS FOR WO# 170182	PCard	07/20/2023	8.47
	1000-14-14300-513010-00000000-	318642	MATERIALS FOR WO# 170105	PCard	07/20/2023	34.97
	1000-51-00000-515340-00000000-	318643	GARDEN HOSES	PCard	07/20/2023	123.00
	1000-14-14300-513010-00000000-	318644	MATERIALS FOR WO# 170117 LOCATION 426	PCard	07/20/2023	577.95
	1000-42-42100-515340-00000000-	318645	THE HOME DEPOT #0804 WAREHOUSE UNIFORM STORAGE	PCard	07/20/2023	12.98
	1000-14-14320-515340-00000000-	318646	SAFETY VAN STOCK FOR BRIAN NORBETT	PCard	07/20/2023	152.80
	1000-14-14300-513010-00000000-	318647	MATERIALS FOR WO# 170229	PCard	07/20/2023	396.96
	1000-16-16100-515520-00000000-	318648	FRESKO GRILLE REFUND - MAYORS LEADERSHIP LUNCH	PCard	07/20/2023	(1.56)
	1000-75-75100-515790-00000000-	318649	ROAD SAFETY CONFERENCE-GARRIS BUGG	PCard	07/20/2023	475.00
	1000-14-14300-513010-00000000-	318651	MATERIALS FOR WO# 169922 LOCATION 612	PCard	07/21/2023	4.84
	1000-41-41303-515340-00000000-	318655	SUPPLIES- FIRING RANGE	PCard	07/21/2023	199.88
	1000-41-41100-515020-00000000-	318656	SUPPLIES- BACK TO SCHOOL EVENT	PCard	07/21/2023	35.52
	1000-14-14300-515610-00000000-	318657	TOOL FOR WO# 170261	PCard	07/21/2023	23.82
	1000-42-42100-515340-00000000-	318658	THE HOME DEPOT #0804 STRAPS AND SCOOPS FOR NEW TRU	PCard	07/21/2023	166.92
	1000-10-00000-515790-00000000-	318659	STEAK OUT - WHITESBURG NO - WORKING LUNCH 71923	PCard	07/21/2023	70.00
	1000-10-00000-515340-00000000-	318660	SQ *REDI-TO-SERVE A BEVERAGE SERVICE FOR MAY & JU	PCard	07/21/2023	166.21
	1000-14-14100-515790-00000000-	318662	IFMA WORLD WORKPLACE CONFERENCE & EXPO	PCard	07/24/2023	935.00
	1000-74-74400-515010-00000000-	318663	FACEBOOK AD MUSIC OFFICE	PCard	07/24/2023	900.00
	1000-12-12500-515340-00000000-	5159	BOWMAN ENTERPRISES INC BETH WALLS SIGNATURE STAMP	PCard	07/25/2023	29.00
	1000-14-14300-513010-00000000-	318666	DRY CLEANING FOR TABLE CLOTHS	PCard	07/25/2023	56.00
	1000-14-14300-513010-00000000-	318667	LASERED PLASTIC PLATE FOR WO# 170310	PCard	07/25/2023	9.95
	1000-14-14300-513010-00000000-	318668	LASERED PLASTIC PLATE FOR WO# 170310	PCard	07/25/2023	17.00
	1000-14-14300-513010-00000000-	318669	NON HOLD OPEN CLOSER FOR WO# 170380	PCard	07/25/2023	134.98
	1000-18-00000-515790-00000000-	318670	FALL MUNICIPAL SEMINAR REGISTRATION FOR W.ABOKO-CO	PCard	07/26/2023	425.00
	1000-18-00000-515790-00000000-	318671	FALL MUNICIPAL SEMINAR REGISTRATION FOR E.B.DAWKIN	PCard	07/26/2023	425.00
	Total Paid by Vendor					14,772.86
PFM FINANCIAL ADVISORS LLC	1000-13-13100-515370-00000000-	125911	BLANKET PO-QUARTERLY CONSULTIING FEES RES 18-17	88487	07/18/2023	10,800.00
	Total Paid by Vendor					10,800.00
PINNACLE NETWORK LLC	1000-17-17400-520200-00000000-	17548	QUOTE PINNACLE SCANNER NATALIE PRATT	88647	07/24/2023	332.17
	1000-17-17400-520200-00000000-	17561	QUOTE EPSON SCANNER FOR JOANNE BAILEY	88830	07/27/2023	332.17
	Total Paid by Vendor					664.34
PORTER ROOFING CONTRACTORS INC	1000-14-14300-513010-00000000-	17689	2023 BLANKET PO ROOFING REPAIRS	88488	07/17/2023	241.96
	1000-14-14300-513010-00000000-	17758	2023 BLANKET PO ROOFING REPAIRS	88649	07/21/2023	251.91
	Total Paid by Vendor					493.87
PPG PITTSBURGH PAINTS	1000-52-52600-513010-00000000-	922804151453	ATHLETIC FIELD PAINT FOR NORTH MAINT (CROSS)	88648	07/18/2023	664.30
	1000-52-52300-513010-00000000-	922804153033	WHITE FIELD MARKING PAINT FOR SPORTS (BJ)	88648	07/21/2023	4,681.25
	Total Paid by Vendor					5,345.55
PREMISE HEALTH SYSTEMS INC	1000-16-16300-518040-00000000-	214940	EMPLOYEE AND RETIREE PROG MGMT FEES JUNE 2023	90001264	07/24/2023	39,410.00
	1000-16-16300-518010-00000000-	216294	MEDICAL STAFF, MED SUPPLIES, MEDS (MAY 2023)	90001264	07/24/2023	121,933.39
	1000-16-16300-518020-00000000-	216294	MEDICAL STAFF, MED SUPPLIES, MEDS (MAY 2023)	90001264	07/24/2023	22,787.09
	1000-16-16300-518040-00000000-	217082	EMPLOYEE & RETIREE PROG MGMT FEES JULY 2023	90001264	07/24/2023	39,410.00
	1000-16-16300-518010-00000000-	218578	MED STAFF, MED SUPPLIES, MEDS (JUNE 2023)	90001264	07/24/2023	81,827.04
	1000-16-16300-518020-00000000-	218578	MED STAFF, MED SUPPLIES, MEDS (JUNE 2023)	90001264	07/24/2023	31,537.59
	Total Paid by Vendor					336,905.11
PRO ELECTRIC INC	1000-42-42200-515130-00000000-	W43366	ELECTRICAL PLUG FOR ST. 6 STOVE	90001265	07/20/2023	1,310.51
	1000-14-14300-513010-00000000-	W43359	2023 BLANKET PO ELECTRICAL REPAIRS	90001265	07/20/2023	5,605.24
	1000-14-14300-513010-00000000-	W43368	2023 BLANKET PO ELECTRICAL REPAIRS	90001265	07/20/2023	1,883.75
	1000-14-14300-513010-00000000-	W43371	2023 BLANKET PO ELECTRICAL REPAIRS	90001265	07/20/2023	255.00
	1000-42-42200-515130-00000000-	W43374	HAZMAT 15 SHORELINE	90001311	07/27/2023	2,929.14
	Total Paid by Vendor					11,983.64
PRO-AIR SERVICES INC	1000-53-53200-513010-PK1020XX-	100899	GARAGE "M" HVAC SERVICE (EMERGENCY)	88651	07/18/2023	704.38
	1000-53-53200-513010-PK1020XX-	100900	EMERGENCY PO - AC REPAIR GARAGE M	88651	07/18/2023	315.28
	1000-14-14300-513010-00000000-	100889	2023 BLANKET PO HVAC REPAIRS	88651	07/19/2023	432.00
	1000-14-14300-513010-00000000-	100891	2023 BLANKET PO HVAC REPAIRS	88651	07/19/2023	2,697.53
	1000-14-14300-513010-00000000-	100892	2023 BLANKET PO HVAC REPAIRS	88651	07/19/2023	420.00
	1000-14-14300-513010-00000000-	100895	2023 BLANKET PO HVAC REPAIRS	88651	07/19/2023	216.00
	1000-14-14300-513010-00000000-	100890	2023 BLANKET PO HVAC REPAIRS	88651	07/20/2023	256.00

	1000-14-14300-513010-00000000-	100893	2023 BLANKET PO HVAC REPAIRS	88651	07/20/2023	535.60
	1000-14-14300-513010-00000000-	100894	2023 BLANKET PO HVAC REPAIRS	88651	07/20/2023	1,552.42
	1000-14-14300-513010-00000000-	100912	2023 BLANKET PO HVAC REPAIRS	88651	07/21/2023	296.00
	1000-14-14300-513010-00000000-	100913	2023 BLANKET PO HVAC REPAIRS	88651	07/21/2023	296.00
	1000-14-14300-513010-00000000-	100914	2023 BLANKET PO HVAC REPAIRS	88651	07/21/2023	216.00
	1000-14-14300-513010-00000000-	100915	2023 BLANKET PO HVAC REPAIRS	88651	07/21/2023	347.15
	1000-14-14300-513010-00000000-	100917	2023 BLANKET PO HVAC REPAIRS	88651	07/21/2023	348.57
	1000-14-14300-513010-00000000-	100918	2023 BLANKET PO HVAC REPAIRS	88651	07/21/2023	942.72
	1000-14-14300-513010-00000000-	100919	2023 BLANKET PO HVAC REPAIRS	88651	07/21/2023	544.00
	1000-14-14300-513010-00000000-	100920	2023 BLANKET PO HVAC REPAIRS	88651	07/21/2023	108.00
	1000-53-53200-513010-PK1020XX-	100951	EMERGENCY PO - AC REPAIR GARAGE M	88833	07/26/2023	326.07
	1000-14-14300-513010-00000000-	100948	2023 BLANKET PO HVAC REPAIRS	88833	07/27/2023	749.91
	1000-14-14300-513010-00000000-	100949	2023 BLANKET PO HVAC REPAIRS	88833	07/27/2023	352.00
	1000-14-14300-513010-00000000-	100950	2023 BLANKET PO HVAC REPAIRS	88833	07/27/2023	204.00
	1000-14-14300-513010-00000000-	100952	2023 BLANKET PO HVAC REPAIRS	88833	07/27/2023	296.00
	1000-14-14300-513010-00000000-	100953	2023 BLANKET PO HVAC REPAIRS	88833	07/27/2023	216.00
	Total Paid by Vendor					12,371.63
RASHEBA MCGOWAN	1000-19-00000-515190-00000000-	CLAIM FY23-097	SETTLEMENT OF CLAIM FY23-097	88652	07/24/2023	4,110.66
	Total Paid by Vendor					4,110.66
RED RIVER SPECIALTIES INC	1000-52-52700-513010-00000000-	819993	ROUNDUP PRO MAX - SOUTH MAINT (RIDDLE)	88653	07/20/2023	4,980.00
	1000-52-52300-513010-00000000-	820380	TRIAD SELECT CHEMICAL FOR SPORTS (CRAIG)	88653	07/21/2023	3,982.50
	1000-52-52500-513010-00000000-	821121	SEDGEMASTER (SEDGEHAMMER) CHEMICAL - WEST (STEVE)	88836	07/27/2023	98.68
	Total Paid by Vendor					9,061.18
REFUND PAYMENTS	1000-43-00000-423124-00000000-	11223323	REIMBURSEMENT FOR OVERPMT ON CASE #11223323	88492	07/18/2023	10.00
	1000-53-53200-515700-PK1051XX-	REFUND# 32139	MONTHLY PARKER CANCELLED CARD-062823	88657	07/19/2023	56.00
	1000-72-00000-410200-00000000-	RECEIPT# 645907	PROJECT CANCELLED-NO LONGER DOING WORK	88655	07/24/2023	880.00
	1000-72-00000-410260-00000000-	REF: PENALTY-072123	ERRONEOUS PENALTY ON 23 LICENSE RENEWAL	88656	07/24/2023	75.00
	1000-43-00000-423124-00000000-	REIMB CASE# 11222089	REIMB-CS#11222089 CIT#900128825 REC#1104704-7,8	88842	07/26/2023	5.00
	1000-00-00000-130205-00000000-	29380 REFUND	#29380 REFUND FOR PENALTY WAIVED & BL	88840	07/26/2023	565.59
	1000-12-00000-410100-00000000-	29380 REFUND	#29380 REFUND FOR PENALTY WAIVED & BL	88840	07/26/2023	340.99
	1000-00-00000-130205-00000000-	2902 REFUND	#2902 REFUND FOR SALES TAX	88841	07/28/2023	13,471.63
	Total Paid by Vendor					15,404.21
REGIONS BANK	1000-19-00000-515040-00000000-	110246	ANNUAL FEES DUE 9/1/23: 2017-D BI#8577	88658	07/24/2023	3,850.00
	1000-19-00000-515040-00000000-	110247	ANNUAL FEES DUE 9/1/23: 2017-E BI#8578	88658	07/24/2023	1,100.00
	1000-19-00000-515040-00000000-	110248	ANNUAL FEES DUE 9/1/23: 2014-A BI#6290	88658	07/24/2023	825.00
	1000-19-00000-515040-00000000-	110249	ANNUAL FEES DUE 9/1/23: 2014-B BI#6291	88658	07/24/2023	825.00
	1000-19-00000-515040-00000000-	110250	ANNUAL FEES DUE 9/1/23: 2014-C BI#6292	88658	07/24/2023	825.00
	Total Paid by Vendor					7,425.00
REGIONS BANK	1000-00-00000-200006-00000000-	7/23-PMT 6/23-TRX	PCARD JULY PAYMENT FOR MAY TRX	88551	07/24/2023	1,436.05
	1000-00-00000-200006-00000000-	7/23-PMT 6/23-TRX	PCARD JULY PAYMENT FOR MAY TRX	88551	07/24/2023	168,840.29
	Total Paid by Vendor					170,276.34
RETIREMENT SYSTEMS OF ALABAMA	1000-00-00000-210160-00000000-	318076	Payroll Run 1 - Warrant 230723	88707	07/28/2023	1,181,218.90
	Total Paid by Vendor					1,181,218.90
ROCKET CITY FEDERAL CREDIT UNION	1000-14-14300-515460-00000000-	082023	POP: 08/01/23 - 08/31/23 FIRE SUPPLY LEASE	88661	07/21/2023	8,000.00
	Total Paid by Vendor					8,000.00
ROCKET CITY RENTAL LLC	1000-52-52700-515340-00000000-	41583-1	MOWER RENTALS FOR LANDSCAPE - SOUTH MAINT	88497	07/17/2023	3,198.00
	Total Paid by Vendor					3,198.00
ROYAL ARMS INTERNATIONAL, INC.	1000-41-41250-515340-00000000-	29552	SWAT BREACHING SHOTGUN	88500	07/17/2023	1,998.00
	Total Paid by Vendor					1,998.00
RUSSELL CLINICS, LLC	1000-41-41250-515160-00000000-	402808	POLICE K9 VET CHARGES-BLANKET PO	88664	07/20/2023	1,018.65
	Total Paid by Vendor					1,018.65
S & S FIRESTONE INC	1000-15-15100-513030-00000000-	4230002553	COM TX 072123/4230002553	90001247	07/24/2023	28.00
	1000-15-15100-513030-00000000-	4230002553	COM TX 072123/4230002553	90001247	07/24/2023	75.00
	1000-15-15100-513030-00000000-	4230002916	COM TX 072123/4230002916	90001247	07/24/2023	25.00
	1000-15-15100-513030-00000000-	4230002916	COM TX 072123/4230002916	90001247	07/24/2023	75.00
	1000-15-15100-513030-00000000-	4230002916	COM TX 072123/4230002916	90001247	07/24/2023	140.26
	1000-15-15100-513030-00000000-	4230003033	COM TX 072123/4230003033	90001247	07/24/2023	126.00
	1000-15-15100-513030-00000000-	4230003038	COM TX 072123/4230003038	90001247	07/24/2023	56.00
	1000-15-15100-513030-00000000-	4230003038	COM TX 072123/4230003038	90001247	07/24/2023	75.00
	1000-15-15100-513030-00000000-	4230003038	COM TX 072123/4230003038	90001247	07/24/2023	438.50
	1000-15-15100-513030-00000000-	4230003044	COM TX 072123/4230003044	90001247	07/24/2023	28.00
	1000-15-15100-513030-00000000-	4230003044	COM TX 072123/4230003044	90001247	07/24/2023	75.00

	1000-15-15100-513030-00000000-	4230003044	COM TX 072123/4230003044	90001247	07/24/2023	355.00
	1000-15-15100-513030-00000000-	4230003049	COM TX 072123/4230003049	90001247	07/24/2023	56.00
	1000-15-15100-513030-00000000-	4230003049	COM TX 072123/4230003049	90001247	07/24/2023	690.00
	1000-15-15100-513030-00000000-	4230003233	COM TX 072123/4230003233	90001247	07/24/2023	28.00
	1000-15-15100-513030-00000000-	4230003233	COM TX 072123/4230003233	90001247	07/24/2023	75.00
	1000-15-15100-513030-00000000-	4230003233	COM TX 072123/4230003233	90001247	07/24/2023	229.50
	1000-15-15100-513030-00000000-	4230003244	COM TX 072123/4230003244	90001247	07/24/2023	75.00
	1000-15-15100-513030-00000000-	4230003244	COM TX 072123/4230003244	90001247	07/24/2023	76.00
	1000-15-15100-513030-00000000-	4230003244	COM TX 072123/4230003244	90001247	07/24/2023	1,030.00
	1000-15-15100-513030-00000000-	4230003252	COM TX 072123/4230003252	90001247	07/24/2023	3.00
	1000-15-15100-513030-00000000-	4230003252	COM TX 072123/4230003252	90001247	07/24/2023	25.00
	1000-15-15100-513030-00000000-	4230003252	COM TX 072123/4230003252	90001247	07/24/2023	75.00
	1000-15-15100-513030-00000000-	4230003252	COM TX 072123/4230003252	90001247	07/24/2023	79.00
	Total Paid by Vendor					3,938.26
SCOTT LIGHTING SUPPLY CO	1000-14-14300-513010-00000000-	126717	2023 BLANKET PO -ELECTRICAL ITEMS	90001228	07/18/2023	36.27
	1000-14-14300-513010-00000000-	126718	2023 BLANKET PO -ELECTRICAL ITEMS	90001228	07/18/2023	87.30
	1000-14-14300-513010-00000000-	126742	2023 BLANKET PO -ELECTRICAL ITEMS	90001228	07/18/2023	87.30
	1000-14-14300-513010-00000000-	126774	2023 BLANKET PO -ELECTRICAL ITEMS	90001267	07/20/2023	105.89
	1000-14-14300-513010-00000000-	126831	2023 BLANKET PO -ELECTRICAL ITEMS	90001267	07/24/2023	17.81
	1000-14-14300-513010-00000000-	126869	2023 BLANKET PO -ELECTRICAL ITEMS	90001314	07/26/2023	32.45
	1000-14-14300-513010-00000000-	126870	2023 BLANKET PO -ELECTRICAL ITEMS	90001314	07/26/2023	2,700.50
	1000-14-14300-513010-00000000-	126837	2023 BLANKET PO -ELECTRICAL ITEMS	90001314	07/28/2023	104.50
	1000-14-14300-513010-00000000-	126876	2023 BLANKET PO -ELECTRICAL ITEMS	90001314	07/28/2023	68.07
	1000-14-14300-513010-00000000-	126891	2023 BLANKET PO -ELECTRICAL ITEMS	90001314	07/28/2023	440.24
	1000-14-14300-513010-00000000-	126897	2023 BLANKET PO -ELECTRICAL ITEMS	90001314	07/28/2023	35.62
	1000-14-14300-513010-00000000-	126898	2023 BLANKET PO -ELECTRICAL ITEMS	90001314	07/28/2023	20.56
	Total Paid by Vendor					3,736.51
SERVICE STEEL INC	1000-53-53200-513010-PK1040XX-	140204	EMERGENCY REPAIR WORK ON GARAGE "O"	88666	07/24/2023	19,438.00
	Total Paid by Vendor					19,438.00
SERVICEWEAR APPAREL	1000-30-30100-515340-00000000-	0052436513	UNIFORMS-PARKS & RECREATION (BLANKET)	90001315	07/26/2023	2.50
	1000-30-30100-515670-00000000-	0052436513	UNIFORMS-PARKS & RECREATION (BLANKET)	90001315	07/26/2023	23.39
	1000-30-30100-515340-00000000-	0052480351	UNIFORMS-PARKS & RECREATION (BLANKET)	90001315	07/26/2023	1.88
	1000-30-30100-515670-00000000-	0052480351	UNIFORMS-PARKS & RECREATION (BLANKET)	90001315	07/26/2023	13.57
	1000-30-30100-515670-00000000-	0052480352	UNIFORMS-PARKS & RECREATION (BLANKET)	90001315	07/26/2023	36.43
	1000-30-30100-515670-00000000-	0052480358	UNIFORMS-PARKS & RECREATION (BLANKET)	90001315	07/26/2023	60.27
	1000-30-30100-515670-00000000-	0052480361	UNIFORMS-PARKS & RECREATION (BLANKET)	90001315	07/26/2023	18.74
	1000-30-30100-515670-00000000-	0052480362	UNIFORMS-PARKS & RECREATION (BLANKET)	90001315	07/26/2023	60.45
	1000-30-30100-515340-00000000-	0052480363	UNIFORMS-PARKS & RECREATION (BLANKET)	90001315	07/26/2023	3.75
	1000-30-30100-515670-00000000-	0052480363	UNIFORMS-PARKS & RECREATION (BLANKET)	90001315	07/26/2023	60.45
	1000-30-30100-515340-00000000-	0052491063	UNIFORMS-PARKS & RECREATION (BLANKET)	90001315	07/26/2023	2.50
	1000-30-30100-515670-00000000-	0052491063	UNIFORMS-PARKS & RECREATION (BLANKET)	90001315	07/26/2023	36.43
	1000-30-30100-515670-00000000-	0052491064	UNIFORMS-PARKS & RECREATION (BLANKET)	90001315	07/26/2023	37.48
	1000-30-30100-515670-00000000-	0052491077	UNIFORMS-PARKS & RECREATION (BLANKET)	90001315	07/26/2023	72.86
	1000-30-30100-515670-00000000-	0052491078	UNIFORMS-PARKS & RECREATION (BLANKET)	90001315	07/26/2023	109.29
	1000-30-30100-515670-00000000-	0052491079	UNIFORMS-PARKS & RECREATION (BLANKET)	90001315	07/26/2023	145.72
	1000-30-30100-515670-00000000-	0052491080	UNIFORMS-PARKS & RECREATION (BLANKET)	90001315	07/26/2023	47.68
	1000-30-30100-515340-00000000-	0052491090	UNIFORMS-PARKS & RECREATION (BLANKET)	90001315	07/26/2023	1.88
	1000-30-30100-515670-00000000-	0052491090	UNIFORMS-PARKS & RECREATION (BLANKET)	90001315	07/26/2023	36.43
	1000-30-30100-515340-00000000-	0052491091	UNIFORMS-PARKS & RECREATION (BLANKET)	90001315	07/26/2023	3.75
	1000-30-30100-515670-00000000-	0052491091	UNIFORMS-PARKS & RECREATION (BLANKET)	90001315	07/26/2023	36.43
	1000-30-30100-515340-00000000-	0052491107	UNIFORMS-PARKS & RECREATION (BLANKET)	90001315	07/26/2023	7.50
	1000-30-30100-515670-00000000-	0052491107	UNIFORMS-PARKS & RECREATION (BLANKET)	90001315	07/26/2023	97.72
	1000-30-30100-515340-00000000-	0052501773	UNIFORMS-PARKS & RECREATION (BLANKET)	90001315	07/26/2023	1.50
	1000-30-30100-515670-00000000-	0052501773	UNIFORMS-PARKS & RECREATION (BLANKET)	90001315	07/26/2023	36.43
	1000-30-30100-515670-00000000-	0052501775	UNIFORMS-PARKS & RECREATION (BLANKET)	90001315	07/26/2023	60.27
	1000-30-30100-515670-00000000-	0052501784	UNIFORMS-PARKS & RECREATION (BLANKET)	90001315	07/26/2023	23.84
	1000-30-30100-515670-00000000-	0052501794	UNIFORMS-PARKS & RECREATION (BLANKET)	90001315	07/26/2023	109.29
	1000-30-30100-515670-00000000-	0052501801	UNIFORMS-PARKS & RECREATION (BLANKET)	90001315	07/26/2023	145.72
	1000-30-30100-515340-00000000-	0052501819	UNIFORMS-PARKS & RECREATION (BLANKET)	90001315	07/26/2023	1.88
	1000-30-30100-515670-00000000-	0052501819	UNIFORMS-PARKS & RECREATION (BLANKET)	90001315	07/26/2023	36.43
	1000-30-30100-515340-00000000-	0052501820	UNIFORMS-PARKS & RECREATION (BLANKET)	90001315	07/26/2023	3.75
	1000-30-30100-515670-00000000-	0052501820	UNIFORMS-PARKS & RECREATION (BLANKET)	90001315	07/26/2023	36.43

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	1000-15-15100-515670-00000000-	0052501797	UNIFORMS-FLEET SERVICES (BLANKET)	90001315	07/27/2023	72.86
	1000-15-15100-515670-00000000-	0052501793	UNIFORMS-FLEET SERVICES (BLANKET)	90001315	07/27/2023	60.27
	1000-15-15100-515670-00000000-	0052491070	UNIFORMS-FLEET SERVICES (BLANKET)	90001315	07/27/2023	23.84
	1000-15-15100-515670-00000000-	0052501769	UNIFORMS-FLEET SERVICES (BLANKET)	90001315	07/27/2023	23.84
	1000-15-15100-515670-00000000-	0052501770	UNIFORMS-FLEET SERVICES (BLANKET)	90001315	07/27/2023	36.43
	1000-55-55100-515670-00000000-	0052511055	FY23 UNIFORMS-PWS ADMIN/CONST/MAINT	90001315	07/28/2023	72.86
	1000-55-55100-515670-00000000-	0052511041	FY23 UNIFORMS-PWS ADMIN/CONST/MAINT	90001315	07/28/2023	72.86
	1000-55-55100-515670-00000000-	0052511040	FY23 UNIFORMS-PWS ADMIN/CONST/MAINT	90001315	07/28/2023	72.86
	1000-55-55100-515670-00000000-	0052511038	FY23 UNIFORMS-PWS ADMIN/CONST/MAINT	90001315	07/28/2023	25.34
	1000-55-55100-515670-00000000-	0052511037	FY23 UNIFORMS-PWS ADMIN/CONST/MAINT	90001315	07/28/2023	36.43
	1000-55-55100-515670-00000000-	0052511035	FY23 UNIFORMS-PWS ADMIN/CONST/MAINT	90001315	07/28/2023	109.29
	1000-55-55100-515670-00000000-	0052511034	FY23 UNIFORMS-PWS ADMIN/CONST/MAINT	90001315	07/28/2023	36.43
	1000-55-55100-515670-00000000-	0052511033	FY23 UNIFORMS-PWS ADMIN/CONST/MAINT	90001315	07/28/2023	72.86
	1000-55-55100-515670-00000000-	0052511032	FY23 UNIFORMS-PWS ADMIN/CONST/MAINT	90001315	07/28/2023	72.86
	1000-55-55100-515670-00000000-	0052511029	FY23 UNIFORMS-PWS ADMIN/CONST/MAINT	90001315	07/28/2023	72.86
	1000-55-55100-515670-00000000-	0052511028	FY23 UNIFORMS-PWS ADMIN/CONST/MAINT	90001315	07/28/2023	72.86
	1000-55-55100-515670-00000000-	0052511027	FY23 UNIFORMS-PWS ADMIN/CONST/MAINT	90001315	07/28/2023	72.86
	1000-55-55100-515670-00000000-	0052511022	FY23 UNIFORMS-PWS ADMIN/CONST/MAINT	90001315	07/28/2023	36.43
	1000-55-55100-515670-00000000-	0052501851	FY23 UNIFORMS-PWS ADMIN/CONST/MAINT	90001315	07/28/2023	60.27
	1000-55-55100-515670-00000000-	0052501850	FY23 UNIFORMS-PWS ADMIN/CONST/MAINT	90001315	07/28/2023	36.43
	1000-55-55100-515670-00000000-	0052501849	FY23 UNIFORMS-PWS ADMIN/CONST/MAINT	90001315	07/28/2023	109.29
	1000-55-55100-515670-00000000-	0052501848	FY23 UNIFORMS-PWS ADMIN/CONST/MAINT	90001315	07/28/2023	128.44
	1000-55-55100-515670-00000000-	0052501847	FY23 UNIFORMS-PWS ADMIN/CONST/MAINT	90001315	07/28/2023	72.86
	1000-55-55100-515670-00000000-	0052501846	FY23 UNIFORMS-PWS ADMIN/CONST/MAINT	90001315	07/28/2023	90.75
	1000-55-55100-515670-00000000-	0052501845	FY23 UNIFORMS-PWS ADMIN/CONST/MAINT	90001315	07/28/2023	36.43
	1000-55-55100-515670-00000000-	0052501843	FY23 UNIFORMS-PWS ADMIN/CONST/MAINT	90001315	07/28/2023	102.94
	1000-55-55100-515670-00000000-	0052501842	FY23 UNIFORMS-PWS ADMIN/CONST/MAINT	90001315	07/28/2023	36.43
	1000-55-55100-515670-00000000-	0052501841	FY23 UNIFORMS-PWS ADMIN/CONST/MAINT	90001315	07/28/2023	23.84
	1000-55-55100-515670-00000000-	0052501839	FY23 UNIFORMS-PWS ADMIN/CONST/MAINT	90001315	07/28/2023	38.93
	1000-55-55100-515670-00000000-	0052491106	FY23 UNIFORMS-PWS ADMIN/CONST/MAINT	90001315	07/28/2023	23.84
	1000-55-55100-515670-00000000-	0052491105	FY23 UNIFORMS-PWS ADMIN/CONST/MAINT	90001315	07/28/2023	26.34
	1000-55-55100-515670-00000000-	0052491104	FY23 UNIFORMS-PWS ADMIN/CONST/MAINT	90001315	07/28/2023	23.84
	1000-55-55100-515670-00000000-	0052491102	FY23 UNIFORMS-PWS ADMIN/CONST/MAINT	90001315	07/28/2023	62.22
	1000-55-55100-515670-00000000-	0052480375	FY23 UNIFORMS-PWS ADMIN/CONST/MAINT	90001315	07/28/2023	70.70
	1000-55-55100-515670-00000000-	0052480374	FY23 UNIFORMS-PWS ADMIN/CONST/MAINT	90001315	07/28/2023	73.91
	1000-55-55100-515670-00000000-	0052469881	FY23 UNIFORMS-PWS ADMIN/CONST/MAINT	90001315	07/28/2023	70.70
	Total Paid by Vendor					6,057.72
SHI INTERNATIONAL CORP	1000-17-17100-520310-00000000-	B17119238	QUOTE 23673699 ADOBE VIP #C52D09600A6842B7C83A COH	88667	07/21/2023	20,018.55
	Total Paid by Vendor					20,018.55
SITEONE LANDSCAPE SUPPLY HOLDING LLC	1000-52-52900-515520-00000000-	131058259-001	BIG SPRING WEST PLANTERS	88855	07/25/2023	1,410.00
	Total Paid by Vendor					1,410.00
SMALL CLAIMS COURT OF MADISON COUNTY	1000-00-00000-210180-00000000-	318083	Payroll Run 1 - Warrant 230723	88716	07/28/2023	937.63
	Total Paid by Vendor					937.63
SNAP-ON INDUSTRIAL DIVISION	1000-15-15100-515610-00000000-	ARV/58129216	SNAP ON DRILL KIT FOR DAVID ATWELL	88669	07/24/2023	365.66
	Total Paid by Vendor					365.66
SON MEDIA GROUP	1000-19-00000-515010-00000000-	5422	SPEAKIN' OUT NEWS BLANKET PO FOR FY 2023	88670	07/21/2023	932.00
	1000-19-00000-515010-00000000-	5423	SPEAKIN' OUT NEWS BLANKET PO FOR FY 2023	88670	07/21/2023	186.50
	1000-19-00000-515010-00000000-	5424	SPEAKIN' OUT NEWS BLANKET PO FOR FY 2023	88670	07/21/2023	580.00
	1000-19-00000-515010-00000000-	5425	SPEAKIN' OUT NEWS BLANKET PO FOR FY 2023	88670	07/21/2023	2,906.22
	1000-19-00000-515010-00000000-	5426	SPEAKIN' OUT NEWS BLANKET PO FOR FY 2023	88670	07/21/2023	163.50
	1000-19-00000-515010-00000000-	5427	SPEAKIN' OUT NEWS BLANKET PO FOR FY 2023	88670	07/21/2023	535.54
	1000-19-00000-515010-00000000-	5428	SPEAKIN' OUT NEWS BLANKET PO FOR FY 2023	88670	07/21/2023	897.88
	1000-19-00000-515010-00000000-	5429	SPEAKIN' OUT NEWS BLANKET PO FOR FY 2023	88670	07/21/2023	1,048.22
	1000-19-00000-515010-00000000-	5430	SPEAKIN' OUT NEWS BLANKET PO FOR FY 2023	88670	07/21/2023	671.04
	1000-19-00000-515010-00000000-	5431	SPEAKIN' OUT NEWS BLANKET PO FOR FY 2023	88670	07/21/2023	8,391.28
	Total Paid by Vendor					16,312.18
SOUTHEASTERN TRUCK BODY & EQUIPMENT INC	1000-52-52200-515340-00000000-	29680	TOOLBOX FOR TRUCK 022602 (K WINKLES)	90001269	07/21/2023	590.21
	1000-15-15100-513030-00000000-	29677	COM TX 072123/2203	90001269	07/24/2023	268.28
	1000-15-15100-513030-00000000-	29677	COM TX 072123/2203	90001269	07/24/2023	408.91
	1000-15-15100-513030-00000000-	29677	COM TX 072123/2203	90001269	07/24/2023	1,170.00
	1000-15-15100-513030-00000000-	29650	COM TX 072123/29650	90001269	07/24/2023	48.00
	1000-15-15100-513030-00000000-	29650	COM TX 072123/29650	90001269	07/24/2023	312.88

	1000-15-15100-513030-00000000-	29650	COM TX 072123/29650	90001269	07/24/2023	720.00
	1000-15-15100-513030-00000000-	29679	COM TX 072123/29679	90001269	07/24/2023	7.94
	1000-15-15100-513030-00000000-	29679	COM TX 072123/29679	90001269	07/24/2023	10.05
	1000-15-15100-513030-00000000-	29679	COM TX 072123/29679	90001269	07/24/2023	225.00
	1000-15-15100-513030-00000000-	29682	COM TX 072123/29682	90001269	07/24/2023	40.72
	1000-15-15100-513030-00000000-	29682	COM TX 072123/29682	90001269	07/24/2023	217.51
	1000-15-15100-513030-00000000-	29682	COM TX 072123/29682	90001269	07/24/2023	450.00
	1000-55-55100-520100-00000000-	29665	TRUCK BED COVER FOR 022451	90001318	07/28/2023	1,223.00
	Total Paid by Vendor					5,692.50
SOUTHERN LIGHTING AND TRAFFIC	1000-75-75300-515340-00000000-	46856	CONTROLLER REPAIRS	90001270	07/21/2023	2,200.00
	Total Paid by Vendor					2,200.00
SPHERION STAFFING LLC	1000-16-16100-515370-00000000-	RL2983268	SPHERION TEMPORARY EMPLOYEES (BLANKET)	88514	07/18/2023	550.40
	1000-16-16300-515370-00000000-	RL2984935	SPHERION TEMPORARY EMPLOYEES (BLANKET)	88514	07/18/2023	309.60
	1000-52-52100-515370-00000000-	RL2979234	TEMP TIME 4TH QUARTER - LM (BLANKET)	88514	07/18/2023	5,779.08
	1000-52-52100-515370-00000000-	RL2982278	TEMP TIME 4TH QUARTER - LM (BLANKET)	88514	07/18/2023	139.76
	1000-52-52100-515370-00000000-	RL2982520	TEMP TIME 4TH QUARTER - LM (BLANKET)	88514	07/18/2023	2,987.39
	1000-52-52100-515370-00000000-	RL2982521	TEMP TIME 4TH QUARTER - LM (BLANKET)	88514	07/18/2023	4,722.15
	1000-52-52100-515370-00000000-	RL2982927	TEMP TIME 4TH QUARTER - LM (BLANKET)	88514	07/18/2023	4,809.50
	1000-52-52100-515370-00000000-	RL2983090	TEMP TIME 4TH QUARTER - LM (BLANKET)	88514	07/18/2023	2,178.51
	1000-52-52100-515370-00000000-	RL2983926	TEMP TIME 4TH QUARTER - LM (BLANKET)	88514	07/18/2023	1,329.47
	1000-52-52100-515370-00000000-	RL2984174	TEMP TIME 4TH QUARTER - LM (BLANKET)	88514	07/18/2023	1,785.44
	1000-52-52100-515370-00000000-	RL2984474	TEMP TIME 4TH QUARTER - LM (BLANKET)	88514	07/18/2023	461.21
	1000-50-00000-515370-00000000-	RL2986397	BLANKET-WAGES FOR TEMP EMPLOYEES	88671	07/21/2023	2,035.26
	1000-16-16100-515370-00000000-	RL2987141	SPHERION TEMPORARY EMPLOYEES (BLANKET)	88671	07/21/2023	688.00
	1000-16-16300-515370-00000000-	RL2988944	SPHERION TEMPORARY EMPLOYEES (BLANKET)	88671	07/21/2023	412.80
	1000-16-16100-515370-00000000-	RL2991362	SPHERION TEMPORARY EMPLOYEES (BLANKET)	88857	07/27/2023	657.90
	1000-50-00000-515370-00000000-	RL2993759	BLANKET-WAGES FOR TEMP EMPLOYEES	88857	07/27/2023	2,063.21
	1000-52-52100-515370-00000000-	RL2986398	TEMP TIME 4TH QUARTER - LM (BLANKET)	88857	07/28/2023	4,365.77
	1000-52-52100-515370-00000000-	RL2986399	TEMP TIME 4TH QUARTER - LM (BLANKET)	88857	07/28/2023	7,508.60
	1000-52-52100-515370-00000000-	RL2986826	TEMP TIME 4TH QUARTER - LM (BLANKET)	88857	07/28/2023	5,738.89
	1000-52-52100-515370-00000000-	RL2986981	TEMP TIME 4TH QUARTER - LM (BLANKET)	88857	07/28/2023	3,766.54
	1000-52-52100-515370-00000000-	RL2987688	TEMP TIME 4TH QUARTER - LM (BLANKET)	88857	07/28/2023	2,679.90
	1000-52-52100-515370-00000000-	RL2987806	TEMP TIME 4TH QUARTER - LM (BLANKET)	88857	07/28/2023	3,017.07
	1000-52-52100-515370-00000000-	RL2988402	TEMP TIME 4TH QUARTER - LM (BLANKET)	88857	07/28/2023	959.10
	1000-52-52100-515370-00000000-	RL2990411	TEMP TIME 4TH QUARTER - LM (BLANKET)	88857	07/28/2023	241.09
	1000-52-52100-515370-00000000-	RL2990621	TEMP TIME 4TH QUARTER - LM (BLANKET)	88857	07/28/2023	3,107.92
	1000-52-52100-515370-00000000-	RL2990622	TEMP TIME 4TH QUARTER - LM (BLANKET)	88857	07/28/2023	7,821.35
	1000-52-52100-515370-00000000-	RL2991043	TEMP TIME 4TH QUARTER - LM (BLANKET)	88857	07/28/2023	5,440.17
	1000-52-52100-515370-00000000-	RL2991200	TEMP TIME 4TH QUARTER - LM (BLANKET)	88857	07/28/2023	5,094.25
	1000-52-52100-515370-00000000-	RL2991985	TEMP TIME 4TH QUARTER - LM (BLANKET)	88857	07/28/2023	2,003.82
	1000-52-52100-515370-00000000-	RL2992105	TEMP TIME 4TH QUARTER - LM (BLANKET)	88857	07/28/2023	2,405.63
	1000-52-52100-515370-00000000-	RL2992717	TEMP TIME 4TH QUARTER - LM (BLANKET)	88857	07/28/2023	1,097.12
	1000-50-00000-515370-00000000-	RL2965969	BLANKET-WAGES FOR TEMP EMPLOYEES	88857	07/28/2023	2,017.79
	1000-50-00000-515370-00000000-	RL2940434	BLANKET-WAGES FOR TEMP EMPLOYEES	88857	07/28/2023	2,024.77
	Total Paid by Vendor					90,199.46
SQUARE PROPERTIES 200 LLC	1000-14-14300-515460-00000000-	082023	2023 BLANKET PO GIS 200 WEST SIDE SQ. LEASE	88672	07/21/2023	10,432.59
	Total Paid by Vendor					10,432.59
STAPLES INC	1000-16-16100-515340-00000000-	3542726571	DANIELLE THOMPSON 308 FOUNTAIN CIRCLE 2564275241	90001232	07/17/2023	154.69
	1000-15-15100-515340-00000000-	3542726570	ANTHONY CAIN 2739 JOHNSON RD 256-883-3937	90001232	07/17/2023	28.73
	1000-13-13100-515340-00000000-	3542726572	SUPPLIES/SHOUSTON/308FOUNTAINCIR/4THFL/4275284	90001232	07/17/2023	177.43
	1000-42-42100-515340-00000000-	3542726573	OFFICE SUPPLIES LAVADAMASON 2219 HALLAVE 883-3979	90001232	07/17/2023	304.10
	1000-52-52900-515520-00000000-	3542726575	E NORTON 3242 LEEMAN FERRY RD 35801 256-427-5405	90001232	07/17/2023	203.63
	1000-41-41100-515340-00000000-	3542726576	704 FIBER ST. NW / JEFFREY TOWRY 256-427-7174	90001232	07/17/2023	85.42
	1000-41-41250-515340-00000000-	3542726576	704 FIBER ST. NW / JEFFREY TOWRY 256-427-7174	90001232	07/17/2023	13.36
	1000-42-42100-515340-00000000-	3542726577	R TACKETT 2219 HALL AVE HSV AL 35805	90001232	07/17/2023	21.47
	1000-41-41100-515340-00000000-	3542726584	704 FIBER STREET NW-ZAC GOSHERT 256-427-7034	90001232	07/17/2023	30.56
	1000-41-41201-515340-00000000-	3542726584	704 FIBER STREET NW-ZAC GOSHERT 256-427-7034	90001232	07/17/2023	54.75
	1000-30-30200-515340-00000000-	3542726585	2411 9TH AVE, 2ND FL, DEBRA HATLEY, 2565648026	90001232	07/17/2023	41.36
	1000-18-00000-515340-00000000-	3542726578	OFFICE SUPPLIES-M.BATTLE RM. 249 PSC	90001232	07/18/2023	436.06
	1000-18-00000-515340-00000000-	3542726579	OFFICE SUPPLIES-M.BATTLE RM. 249 PSC	90001232	07/18/2023	37.59
	1000-50-00000-515340-00000000-	3542726580	TINA MASIELLO 4950 TRIANA BLVD 35805 2566504782	90001271	07/21/2023	60.13
	1000-50-00000-515340-00000000-	3542726581	TINA MASIELLO 4950 TRIANA BLVD 35805 2566504782	90001271	07/21/2023	7.21

	1000-50-00000-515340-00000000-	3542726582	TINA MASIELLO 4950 TRIANA BLVD 35805 256-650-4782	90001271	07/21/2023	50.13
	1000-14-14100-515340-00000000-	3542726587	615 WASHINGTON ST 35801 D STOREY 256-427-5663	90001271	07/21/2023	31.50
	1000-14-14200-515340-00000000-	3542726587	615 WASHINGTON ST 35801 D STOREY 256-427-5663	90001271	07/21/2023	68.46
	1000-14-14300-515340-00000000-	3542726587	615 WASHINGTON ST 35801 D STOREY 256-427-5663	90001271	07/21/2023	43.80
	1000-41-41100-515340-00000000-	3543162917	704 FIBER ST. NW / JEFFREY TOWRY 256-427-7174	90001271	07/24/2023	78.96
	1000-42-42100-515340-00000000-	3543162918	OFFICE SUPPLIES LAVADAMASON 2219 HALLAVE 883-3979	90001271	07/24/2023	37.69
	1000-13-13100-515340-00000000-	3543162921	SUPPLIES/SHOUSTON/308FOUNTAINCIR/4THFL/4275284	90001271	07/24/2023	221.77
	1000-74-74100-515340-00000000-	3543162924	200 WEST SIDE SQ, STE700/ERIN FERNOW/256-427-5192	90001271	07/24/2023	30.62
	1000-52-52900-515520-00000000-	3543162925	E NORTON 3242 LEEMAN FERRY RD 35801 256-427-5405	90001271	07/24/2023	33.03
	1000-74-74100-515340-00000000-	3543162927	200 WEST SIDE SQ,STE 700/ERIN FERNOW/256-427-5192	90001271	07/24/2023	32.35
	1000-75-75100-515340-00000000-	3543162931	MELINDA MILLS, 2100 CLINTON AVE., 256-427-5563	90001271	07/24/2023	61.27
	1000-53-53400-515340-00000000-	3542289372	KATHY DEANER 500B CHURCH ST 2ND FL 256-427-6806	90001271	07/24/2023	104.08
	1000-50-00000-515340-00000000-	3543162928	TINA MASIELLO 4950 TRIANA BLVD 35805 2566504782	90001271	07/24/2023	89.81
	1000-15-15100-515340-00000000-	3543162930	MARK DAVIS 2739 JOHNSON RD 256-883-3696	90001271	07/24/2023	38.72
	1000-42-42100-515340-00000000-	3543162932	R TACKETT 2219 HALL AVE HSV, AL 35805	90001271	07/24/2023	437.10
	1000-50-00000-515340-00000000-	3543162933	GINGER LOWE, 4950 TRIANA BLVD, 256-883-3630	90001320	07/26/2023	14.94
	1000-16-16100-515340-00000000-	3543162938	DANIELLE THOMPSON 308 FOUNTAIN CIR 256-427-5241	90001320	07/26/2023	99.38
	1000-16-16100-515340-00000000-	3543162939	DANIELLE THOMPSON 308 FOUNTAIN CIR 256-427-5241	90001320	07/26/2023	229.58
	1000-18-00000-515340-00000000-	3543162940	SUPPLIES - 308 FOUNTAIN CIR. 6TH FLR. J.COX	90001320	07/26/2023	193.10
	1000-52-52100-515340-00000000-	3543162935	E NORTON 3242 LEEMAN FERRY RD 35801 256-427-5405	90001320	07/27/2023	18.74
	1000-52-52900-515520-00000000-	3543162935	E NORTON 3242 LEEMAN FERRY RD 35801 256-427-5405	90001320	07/27/2023	33.03
	1000-52-52900-515340-00000000-	3543162936	E NORTON 3242 LEEMAN FERRY RD 35801 256-427-5405	90001320	07/27/2023	86.20
	1000-52-52400-515340-00000000-	3543162937	E NORTON 3242 LEEMAN FERRY RD 35801 256-427-5405	90001320	07/27/2023	22.49
	1000-55-55400-515340-00000000-	3543162941	Y.COLLIER/4209 E. SCHRIMSHER LN/256-650-4344	90001320	07/28/2023	106.16
	1000-55-55400-515340-00000000-	3543162923	Y.COLLIER/4209 E. SCHRIMSHER LN/256-650-4344	90001320	07/28/2023	48.86
	Total Paid by Vendor					3,868.26
STATE OF ALABAMA	1000-15-15100-515340-00000000-	317705	STATE OF ALABAMA tag equip 022551	PCard	07/18/2023	2.29
	Total Paid by Vendor					2.29
STATE OF MICHIGAN FAMILY INDEPENDENCE	1000-00-00000-210180-00000000-	318093	Payroll Run 1 - Warrant 230723	88723	07/28/2023	39.46
	Total Paid by Vendor					39.46
STATE SYSTEMS INC	1000-14-14300-513010-00000000-	147943431	BLANKET PO FA UPGRADES & REPAIRS	90001272	07/21/2023	95.00
	Total Paid by Vendor					95.00
STRICKLAND COMPANIES	1000-15-15100-515340-00000000-	HU952877-00	8.5X11 COPY PAPER-FOF FLEET SERVICES	88860	07/25/2023	133.41
	1000-52-52400-515340-00000000-	HU952907-00	CARDSTOCK PAPER FOR HAYS (KATHE)	88860	07/27/2023	24.72
	Total Paid by Vendor					158.13
STRUTHERS RECREATION LLC	1000-14-14300-513010-00000000-	104194-0101	SPORTSPLEX- GAMETIME SPRING ASSY & HARDWARE	88861	07/27/2023	2,359.78
	Total Paid by Vendor					2,359.78
SUNBELT FIRE INC	1000-42-42100-515340-00000000-	00003486	BOOSTER NOZZLES	90001233	07/17/2023	4,515.00
	Total Paid by Vendor					4,515.00
T & V CLEANING SERVICES, LLC	1000-14-14310-515370-00000000-	002-07/02/23	2023 BLANKETGENERAL SERVICES -JANITORIAL SERVICES	90001322	07/27/2023	8,262.00
	Total Paid by Vendor					8,262.00
TENNESSEE CHILD SUPPORT ENFORCEMENT SYSTEM	1000-00-00000-210180-00000000-	318079	Payroll Run 1 - Warrant 230723	88724	07/28/2023	688.60
	Total Paid by Vendor					688.60
THE LIOCE GROUP INC	1000-16-16100-515340-00000000-	IN435691	INK CARTRIDGES FOR ASHLEY JONES	88520	07/17/2023	286.76
	1000-17-17100-515340-00000000-	IN435295	RES 22-377 TONER FOR ITS OFFICE JET PRO 8600	88520	07/18/2023	108.13
	1000-17-17100-515250-00000000-	IN435958	FY23 BLANKET PO COPIER SERVICES LIOCE GROUP COH	88520	07/18/2023	181.96
	1000-17-17100-515250-00000000-	IN436155	FY23 BLANKET PO COPIER SERVICES LIOCE GROUP COH	88675	07/18/2023	914.83
	1000-42-42100-515340-00000000-	IN437107	INK CARTRIDGES FIRE SUPPLY	88675	07/19/2023	679.14
	1000-50-00000-515340-00000000-	IN437498	GINGER LOWE, 4950 TRIANA BLVD, 256-883-3630	88675	07/24/2023	58.88
	1000-18-00000-515340-00000000-	IN437324	PRINTER SUPPLIES-M.BATTLE RM 249 PSC 427-7900	88675	07/24/2023	108.50
	1000-15-15100-515340-00000000-	IN437574	PRINTER INK FOR MARK DAVIS	88675	07/24/2023	74.90
	1000-18-00000-515340-00000000-	IN437697	PRINTER SUPPLIES-308 FOUNTAIN CIR. 6TH FLR. LEGAL	88675	07/25/2023	350.98
	1000-41-41204-515340-00000000-	IN437726	2820 HOLMES AVENUE NW-TRACEY DUNCAN 427-7279	88865	07/26/2023	453.15
	1000-72-00000-515340-00000000-	IN437559	TONER CARTRIDGES	88865	07/27/2023	61.95
	1000-72-00000-515340-00000000-	IN436637	TONER CARTRIDGES	88865	07/27/2023	261.02
	1000-50-00000-515340-00000000-	IN437730	TINA MASIELLO 4950 TRIANA BLVD 35805 2566504782	88865	07/28/2023	134.94
	1000-50-00000-515340-00000000-	IN437694	TINA MASIELLO 4950 TRIANA BLVD 35805 2566504782	88865	07/28/2023	405.20
	Total Paid by Vendor					4,080.34
THE UNIVERSITY OF ALABAMA IN HUNTSVILLE	1000-41-41100-515790-00000000-	2269	CHAN AUDITORIUM RENTAL FOR HPD PROMO CEREMONY	88528	07/17/2023	410.00
	Total Paid by Vendor					410.00
THOMPSON TRACTOR COMPANY INC	1000-15-15100-513030-00000000-	TTC1-0905664	COM TX 072123/TTC1-0905664	88676	07/24/2023	27.34
	1000-15-15100-513030-00000000-	TTC1-0905664	COM TX 072123/TTC1-0905664	88676	07/24/2023	223.00

	1000-15-15100-513030-00000000-	TTC1-0905664	COM TX 072123/TTC1-0905664	88676	07/24/2023	330.00
	1000-15-15100-513030-00000000-	TTC1-0906447	COM TX 072123/TTC1-0906447	88676	07/24/2023	351.51
	1000-15-15100-513030-00000000-	TTC1-0906447	COM TX 072123/TTC1-0906447	88676	07/24/2023	475.99
	1000-15-15100-513030-00000000-	TTC1-0906447	COM TX 072123/TTC1-0906447	88676	07/24/2023	896.25
	Total Paid by Vendor					2,304.09
THRIVE OUTDOOR INC	1000-51-00000-515370-00000000-	77270	BLANKET FOR WEED EATING SERVICES/MAPLE HILL	90001236	07/17/2023	23,240.00
	Total Paid by Vendor					23,240.00
TIMOTHY A WILLIS	1000-43-00000-515370-00000000-	4044 1ST SESSION	INST FOR 8 HOUR CLASS ON 07/10/2023	88522	07/17/2023	100.00
	1000-43-00000-515370-00000000-	4047 1ST SESSION	INST FOR 4 HOUR CLASS ONM 07/13/2023	88522	07/17/2023	100.00
	1000-43-00000-515370-00000000-	4044 2ND SESSION	INST FOR 8 HR CLASS ON 07/12/2023	88522	07/17/2023	100.00
	1000-43-00000-515370-00000000-	4049 1ST SESSION	INST. FOR 4HR CLASS ON 07/17/2023	88677	07/20/2023	100.00
	1000-43-00000-515370-00000000-	4049 2ND SESSION	INST FOR ADD CLASS ON 07/27/2023	88867	07/27/2023	105.00
	Total Paid by Vendor					505.00
TOM JEFFREYS SIGN AND BANNER	1000-30-30100-515340-00000000-	44047	GREENWAY RULES SIGNAGE	88683	07/18/2023	200.00
	1000-52-52900-515520-00000000-	44056	SIGNAGE FOR HAYS & GREEN TEAM EVENTS (BLANKET)	88868	07/27/2023	20.00
	Total Paid by Vendor					220.00
TRACTOR & EQUIPMENT CO	1000-15-15100-513030-00000000-	W37724	COM TX 071823/W37724	88684	07/19/2023	1,769.29
	1000-15-15100-513030-00000000-	W37724	COM TX 071823/W37724	88684	07/19/2023	6,454.77
	Total Paid by Vendor					8,224.06
TREMAYNE THOMPSON	1000-10-10300-515020-00000000-	101	STAGE MGMT AND EVETN SERVICES	88678	07/24/2023	2,625.00
	1000-10-10300-515020-00000000-	102	STAGE MGMT AND EVENT SERVICES	88679	07/24/2023	2,625.00
	1000-10-10300-515020-00000000-	103	STAGE MGMT AND EVENT SERVICES	88680	07/24/2023	3,750.00
	1000-10-10300-515020-00000000-	104	STAGE MGMT AND EVENT SERVICES	88681	07/24/2023	3,750.00
	1000-10-10300-515020-00000000-	200	STAGE MGMT AND EVENT SERVICES	88682	07/24/2023	875.00
	Total Paid by Vendor					13,625.00
TRIGREEN EQUIPMENT	1000-15-15100-513030-00000000-	5404409	COM TX 071423/5404409	88524	07/17/2023	61.34
	1000-15-15100-513030-00000000-	5404409	COM TX 071423/5404409	88524	07/17/2023	3,250.00
	1000-15-15100-513030-00000000-	5404409	COM TX 071423/5404409	88524	07/17/2023	3,594.95
	Total Paid by Vendor					6,906.29
TURFGRASS OF TENNESSEE LLC	1000-52-52300-513010-00000000-	33872	BERMUDA SOD TOURNAMENT FIELDS - SPORTS (ERNESTO)	88872	07/27/2023	198.00
	1000-52-52300-513010-00000000-	33905	BERMUDA SOD TOURNAMENT FIELDS - SPORTS (ERNESTO)	88872	07/27/2023	99.00
	Total Paid by Vendor					297.00
U S DEPARTMENT OF TREASURY	1000-00-00000-210180-00000000-	318090	Payroll Run 1 - Warrant 230723	88712	07/28/2023	379.45
	Total Paid by Vendor					379.45
UNISHIPPERS	1000-12-12500-515340-00000000-	317709	UNISHIPPERS MAIL CITY DEPARTMENTS	PCard	07/19/2023	470.43
	1000-12-12500-515340-00000000-	1020815803	UNISHIPPERS MAIL DIFFERENT DEPARTMENTS	PCard	07/24/2023	140.94
	Total Paid by Vendor					611.37
UNITED SITE SERVICES OF MISSISSIPPI LLC	1000-14-14310-515370-00000000-	114-13638511	2023 BLANKET PO PORTALET SERVICES	88687	07/18/2023	90.00
	1000-52-52900-515520-00000000-	INV-01861072	PORT-A-LET SERVICES (BLANKET PO)	88687	07/18/2023	175.00
	1000-14-14310-515370-00000000-	INV-01861071	2023 BLANKET PO PORTALET SERVICES	88687	07/21/2023	265.00
	1000-52-52900-515520-00000000-	INV-01861453	PORT-A-LET SERVICES (BLANKET PO)	88687	07/21/2023	175.00
	Total Paid by Vendor					705.00
UNITED WAY OF MADISON COUNTY	1000-00-00000-210190-00000000-	318077	Payroll Run 1 - Warrant 230723	88725	07/28/2023	67.24
	Total Paid by Vendor					67.24
UNMANNED AERIAL SYSTEMS INFORMATION	1000-41-41100-515370-00000000-	2023-08	DRONE PROGRAM MANAGEMENT SERVICES-BLANKET PO	88529	07/17/2023	8,583.33
	Total Paid by Vendor					8,583.33
US BANK	1000-19-00000-515040-00000000-	13792941	BLANKET PO ADMIN BANK MONTHLY FEES	88533	07/17/2023	76.51
	Total Paid by Vendor					76.51
US DEPARTMENT OF THE TREASURY	1000-00-00000-210180-00000000-	318091	Payroll Run 1 - Warrant 230723	88715	07/28/2023	278.13
	Total Paid by Vendor					278.13
US DEPARTMENT OF THE TREASURY	1000-00-00000-210120-00000000-	318074	Payroll Run 1 - Warrant 230723	88705	07/28/2023	876,988.64
	1000-00-00000-210140-00000000-	318074	Payroll Run 1 - Warrant 230723	88705	07/28/2023	493,732.07
	Total Paid by Vendor					1,370,720.71
UTILICOM SUPPLY ASSOCIATES LLC	1000-75-75300-515340-00000000-	303378	JUNCTION BOXES FOR STOCK	90001276	07/18/2023	2,160.00
	1000-75-75300-515340-00000000-	303381	ITEMS FOR STOCK-JACE	90001276	07/21/2023	1,248.00
	Total Paid by Vendor					3,408.00
VALLEY ANIMAL HOSPITAL & PET RESORT SE PC	1000-50-00000-515162-00000000-	300051	BLANKET PO RABIES, S/N SURGERIES	88876	07/27/2023	10.00
	Total Paid by Vendor					10.00
VERTA, LLC	1000-17-17400-513040-00000000-	40143	AV MTCE FOR FIRE AND POLICE BY ITS	90001277	07/21/2023	416.00
	1000-17-17400-513040-00000000-	P-1574	AV MTCE FOR FIRE AND POLICE BY ITS	90001277	07/21/2023	759.00
	Total Paid by Vendor					1,175.00
VIRTRA INC	1000-17-17100-515250-00000000-	230083	POP: 6/14/23-6/13/24 FIREARMS SIMULATOR/TRAINING	88877	07/26/2023	48,893.94

	VISION SERVICE PLAN	Total Paid by Vendor					48,893.94
		1000-00-00000-210150-000000000-	818416991	ACCT #30015389/3429037 JULY 2023	90001325	07/27/2023	23,032.64
	VITAL RECORDS HOLDINGS LLC	Total Paid by Vendor					23,032.64
		1000-12-12200-515375-000000000-	3630887HSV1	VRC BLANKET PO FOR FY 2023 SECURE DEST TRANS STOR	88535	07/18/2023	160.00
	WAGeworks	1000-12-12200-515375-000000000-	3637858HSV1	VRC BLANKET PO FOR FY 2023 DESTRUCTION OF FILES	88535	07/18/2023	1,611.69
		Total Paid by Vendor					1,771.69
	WAVETRONIX LLC	1000-00-00000-210250-000000000-	318072	Payroll Run 1 - Warrant 230723	88703	07/28/2023	3,531.55
		1000-00-00000-210260-000000000-	318072	Payroll Run 1 - Warrant 230723	88703	07/28/2023	22,773.71
	WILMER & LEE PA	Total Paid by Vendor					26,305.26
		1000-75-75300-515340-000000000-	91390143	CABLE FOR STOCK	88694	07/18/2023	1,250.00
	WILSON LUMBER COMPANY	Total Paid by Vendor					1,250.00
		1000-18-00000-515372-000000000-	225535377	BLANKET - OUTSIDE LEGAL SERVICES	88697	07/18/2023	45.00
	WITTICHEN SUPPLY COMPANY INC	1000-18-00000-515372-000000000-	225535380	BLANKET - OUTSIDE LEGAL SERVICES	88697	07/18/2023	510.00
		1000-18-00000-515372-000000000-	225536051	BLANKET - OUTSIDE LEGAL SERVICES	88880	07/28/2023	178.50
	WIZ KIDZ LLC	Total Paid by Vendor					733.50
		1000-70-70200-515340-000000000-	784238	MATERIALS FOR DMP PROJECTS (BLANKET PO)	88545	07/18/2023	48.13
	WOODY ANDERSON FORD INC	1000-70-70200-515340-000000000-	785016	MATERIALS FOR DMP PROJECTS (BLANKET PO)	88544	07/18/2023	14.09
		Total Paid by Vendor					62.22
	XCESSORIES SQUARED DEVELOPMENT & MFG INC	1000-14-14300-513010-000000000-	S103682142.001	2023 BLANKET PO - HVAC SUPPLIES	90001241	07/17/2023	1,504.64
		1000-14-14300-513010-000000000-	S103707356.001	2023 BLANKET PO - HVAC SUPPLIES	90001241	07/17/2023	142.24
	ZOEITIS US LLC	1000-14-14300-513010-000000000-	S103716380.001	2023 BLANKET PO - HVAC SUPPLIES	90001241	07/17/2023	1,022.29
		1000-14-14300-513010-000000000-	S103738802.001	2023 BLANKET PO - HVAC SUPPLIES	90001241	07/17/2023	117.15
	1005 BEHAVIORAL HEALTH SYSTEMS INC	1000-14-14300-513010-000000000-	S103754799.001	2023 BLANKET PO - HVAC SUPPLIES	90001241	07/17/2023	688.87
		1000-14-14300-513010-000000000-	S103767705.001	2023 BLANKET PO - HVAC SUPPLIES	90001241	07/17/2023	42.14
	BLUE CROSS AND BLUE SHIELD OF ALABAMA	1000-14-14300-513010-000000000-	S103768622.001	2023 BLANKET PO - HVAC SUPPLIES	90001241	07/17/2023	307.54
		1000-14-14300-513010-000000000-	S103768638.001	2023 BLANKET PO - HVAC SUPPLIES	90001241	07/17/2023	173.92
		1000-14-14300-513010-000000000-	S103775367.001	2023 BLANKET PO - HVAC SUPPLIES	90001279	07/21/2023	283.74
		1000-14-14300-515610-000000000-	S103775406.001	2023 BLANKET PO - HVAC SUPPLIES	90001279	07/21/2023	132.04
		1000-14-14300-513010-000000000-	S103781098.001	2023 BLANKET PO - HVAC SUPPLIES	90001279	07/21/2023	121.94
		1000-14-14300-513010-000000000-	S103738792.002	2023 BLANKET PO - HVAC SUPPLIES	90001329	07/27/2023	215.52
		1000-14-14300-513010-000000000-	S103758843.001	2023 BLANKET PO - HVAC SUPPLIES	90001329	07/27/2023	117.92
		1000-14-14300-513010-000000000-	S103758993.001	2023 BLANKET PO - HVAC SUPPLIES	90001329	07/27/2023	1,156.82
		1000-14-14300-513010-000000000-	S103793394.001	2023 BLANKET PO - HVAC SUPPLIES	90001329	07/27/2023	27.24
		Total Paid by Vendor					6,054.01
		1000-14-14300-515460-000000000-	082023	2023 BLANKET PO SHONEY DRIVE LEASE	88699	07/21/2023	5,000.00
		Total Paid by Vendor					5,000.00
		1000-15-15100-513030-000000000-	18918002	COM TX 071823/18918002	88700	07/19/2023	213.00
		1000-15-15100-513030-000000000-	18918002	COM TX 071823/18918002	88700	07/19/2023	294.00
		1000-15-15100-513030-000000000-	18918002	COM TX 071823/18918002	88700	07/19/2023	411.60
		1000-15-15100-513030-000000000-	18918002	COM TX 071823/18918002	88700	07/19/2023	1,268.40
		1000-15-15100-513030-000000000-	18918002	COM TX 071823/18918002	88700	07/19/2023	1,663.20
		1000-15-15100-513030-000000000-	18918156	COM TX 071823/18918156	88700	07/19/2023	147.00
		1000-15-15100-513030-000000000-	18918156	COM TX 071823/18918156	88700	07/19/2023	165.00
		1000-15-15100-513030-000000000-	18918156	COM TX 071823/18918156	88700	07/19/2023	205.80
		1000-15-15100-513030-000000000-	18918156	COM TX 071823/18918156	88700	07/19/2023	281.40
		1000-15-15100-513030-000000000-	18918156	COM TX 071823/18918156	88700	07/19/2023	1,484.73
		1000-15-15100-513030-000000000-	18918152	COM TX 072423/18918152	88884	07/27/2023	180.00
		1000-15-15100-513030-000000000-	18918152	COM TX 072423/18918152	88884	07/27/2023	252.00
		1000-15-15100-513030-000000000-	18918152	COM TX 072423/18918152	88884	07/27/2023	352.80
		1000-15-15100-513030-000000000-	18918152	COM TX 072423/18918152	88884	07/27/2023	516.60
		1000-15-15100-513030-000000000-	18918152	COM TX 072423/18918152	88884	07/27/2023	697.91
		Total Paid by Vendor					8,133.44
		1000-75-75200-515340-000000000-	I-00067018	POST CAPS FOR RESEARCH PARK	88549	07/17/2023	1,143.00
		Total Paid by Vendor					1,143.00
		1000-50-00000-515161-000000000-	9020768025	ANIMAL MEDICAL DRUGS NOT ON CONTRACT	88702	07/18/2023	71.40
		1000-50-00000-515161-000000000-	9020847881	ANIMAL MEDICAL DRUGS NOT ON CONTRACT	88702	07/21/2023	692.88
		Total Paid by Vendor					764.28
		Total by Fund 1000					4,735,674.65
		1005-00-00000-517030-000000000-	20230706	CLAIMS INVOICE FOR 6/1-6/30/23 BATCH 17-06	90001246	07/20/2023	78,681.27
		Total Paid by Vendor					78,681.27
		1005-00-00000-425204-000000000-	HEALTH CLMS 7/10-14	7/10/23-7/14/23 HEALTH CLAIMS	90001210	07/17/2023	(5,153.81)
		1005-00-00000-517010-000000000-	HEALTH CLMS 7/10-14	7/10/23-7/14/23 HEALTH CLAIMS	90001210	07/17/2023	80.10

		1005-00-00000-517010-000000000-	HEALTH CLMS 7/10-14	7/10/23-7/14/23 HEALTH CLAIMS	90001210	07/17/2023	2,407.57
		1005-00-00000-517010-000000000-	HEALTH CLMS 7/10-14	7/10/23-7/14/23 HEALTH CLAIMS	90001210	07/17/2023	398,527.27
		1005-00-00000-517015-000000000-	HEALTH CLMS 7/10-14	7/10/23-7/14/23 HEALTH CLAIMS	90001210	07/17/2023	110,485.25
		1005-00-00000-517020-000000000-	HEALTH CLMS 7/10-14	7/10/23-7/14/23 HEALTH CLAIMS	90001210	07/17/2023	342.00
		1005-00-00000-517025-000000000-	HEALTH CLMS 7/10-14	7/10/23-7/14/23 HEALTH CLAIMS	90001210	07/17/2023	210.42
		1005-00-00000-517010-000000000-	HEALTH CLMS 7/17-21	POP: 7/17/23-7/21/23 HEALTH CLAIMS	90001248	07/25/2023	2,574.83
		1005-00-00000-517010-000000000-	HEALTH CLMS 7/17-21	POP: 7/17/23-7/21/23 HEALTH CLAIMS	90001248	07/25/2023	293,556.95
		1005-00-00000-517015-000000000-	HEALTH CLMS 7/17-21	POP: 7/17/23-7/21/23 HEALTH CLAIMS	90001248	07/25/2023	75.15
		1005-00-00000-517015-000000000-	HEALTH CLMS 7/17-21	POP: 7/17/23-7/21/23 HEALTH CLAIMS	90001248	07/25/2023	190,110.31
		1005-00-00000-517025-000000000-	HEALTH CLMS 7/17-21	POP: 7/17/23-7/21/23 HEALTH CLAIMS	90001248	07/25/2023	88.55
		1005-00-00000-517020-000000000-	GROUP INV DUE 9-1-23	POP: 8/1/23-9/1/23	90001249	07/25/2023	71,801.93
		Total Paid by Vendor					1,065,106.52
	LINCOLN NATIONAL LIFE	1005-00-00000-517060-000000000-	860053255/56 7/1/23	PREM 7/1/23 GROUP LIFE & LONG TERM DISABILITY INS	90001305	07/27/2023	24,913.00
		Total Paid by Vendor					24,913.00
	WAGeworks	1005-00-00000-517020-000000000-	INV5326981	JUN 2023 FSA MONTHLY ADMINISTRATION FEE	88879	07/27/2023	1,410.00
		1005-00-00000-517020-000000000-	INV5449493	JUL 2023 FSA MONTHLY ADMINISTRATION FEE	88879	07/27/2023	1,410.00
		Total Paid by Vendor					2,820.00
	Total by Fund 1005						1,171,520.79
1010	ALABAMA SPACE SCIENCE EXHIBIT COMMISSION	1010-30-00000-515520-000000000-	TWR LEASE APR-JUN 23	50% CELL TOWER LEASE COLL. (CRP'S 4/13/23-6/5/23)	88534	07/17/2023	7,478.25
		Total Paid by Vendor					7,478.25
	Total by Fund 1010						7,478.25
2000	ALLIED PHOTOCOPY INC	2000-54-54M10-515340-PT504990-	1138537	STICKERS FOR THE BACKS OF BUSES	88382	07/18/2023	50.00
		Total Paid by Vendor					50.00
	DUTCH OIL COMPANY INC	2000-54-54D10-514010-PT504010-	CFN-24780	FUELING TRANS DATED 071223	90001251	07/21/2023	1,112.56
		2000-54-54M10-514010-PT504010-	CFN-24780	FUELING TRANS DATED 071223	90001251	07/21/2023	1,552.37
		2000-54-54D10-514010-PT504010-	CFN-24798	FUELING TRANS DATED 071323	90001251	07/21/2023	962.84
		2000-54-54M10-514010-PT504010-	CFN-24798	FUELING TRANS DATED 071323	90001251	07/21/2023	1,783.05
		2000-54-54D10-514010-PT504010-	CFN-24815	FUELING TRANS DATED 071423	90001251	07/21/2023	1,007.86
		2000-54-54M10-514010-PT504010-	CFN-24815	FUELING TRANS DATED 071423	90001251	07/21/2023	1,727.70
		2000-54-54D10-514010-PT504010-	CFN-24831	FUELING TRANS DATED 071523	90001251	07/21/2023	586.94
		2000-54-54M10-514010-PT504010-	CFN-24831	FUELING TRANS DATED 071523	90001251	07/21/2023	1,050.82
		2000-54-54160-514010-PT504010-	CFN-24997	FUELING TRANS DATED 071723	90001251	07/21/2023	41.96
		2000-54-54D10-514010-PT504010-	CFN-24997	FUELING TRANS DATED 071723	90001251	07/21/2023	922.81
		2000-54-54M10-514010-PT504010-	CFN-24997	FUELING TRANS DATED 071723	90001251	07/21/2023	1,695.14
		2000-54-54160-514010-PT504010-	CFN-25015	FUELING TRANS DATED 071823	90001251	07/21/2023	39.32
		2000-54-54D10-514010-PT504010-	CFN-25015	FUELING TRANS DATED 071823	90001251	07/21/2023	1,101.87
		2000-54-54M10-514010-PT504010-	CFN-25015	FUELING TRANS DATED 071823	90001251	07/21/2023	1,792.57
		2000-54-54D10-514010-PT504010-	CFN-25028	FUELING TRANS DATED 071923	90001251	07/21/2023	1,012.07
		2000-54-54M10-514010-PT504010-	CFN-25028	FUELING TRANS DATED 071923	90001251	07/21/2023	1,607.85
		2000-54-54D10-514010-PT504010-	CFN-25045	FUELING TRANS DATED 072023	90001251	07/21/2023	938.01
		2000-54-54M10-514010-PT504010-	CFN-25045	FUELING TRANS DATED 072023	90001251	07/21/2023	1,632.10
		2000-54-54M41-515340-PT504990-	INV-200128	DIESEL EXHAUST FLUID (BLANKET PO)	90001293	07/28/2023	539.85
		2000-54-54M41-515340-PT504990-	INV-200188	DIESEL EXHAUST FLUID (BLANKET PO)	90001293	07/28/2023	359.90
		Total Paid by Vendor					21,467.59
	JAMES R HALL	2000-54-54M41-513030-PT503050-	62964	COM TX 072123/62964	88660	07/24/2023	145.00
		2000-54-54M41-513030-PT503050-	63441	COM TX 072123/63441	88660	07/24/2023	51.60
		2000-54-54M41-513030-PT503050-	63441	COM TX 072123/63441	88660	07/24/2023	145.00
		2000-54-54D41-513030-PT503050-	64027	COM TX 072123/64027	88660	07/24/2023	4.50
		2000-54-54D41-513030-PT503050-	64027	COM TX 072123/64027	88660	07/24/2023	85.00
		2000-54-54M41-513030-PT503050-	63458	COM TX 072423/63458	88845	07/27/2023	7.60
		2000-54-54M41-513030-PT503050-	63458	COM TX 072423/63458	88845	07/27/2023	145.00
		2000-54-54D41-513030-PT503050-	63493	COM TX 072423/63493	88845	07/27/2023	44.40
		2000-54-54D41-513030-PT503050-	63493	COM TX 072423/63493	88845	07/27/2023	85.00
		2000-54-54D41-513030-PT503050-	64136	COM TX 072423/64136	88845	07/27/2023	4.50
		2000-54-54D41-513030-PT503050-	64136	COM TX 072423/64136	88845	07/27/2023	85.00
		Total Paid by Vendor					802.60
	MADISON COUNTY AUTO PARTS INC	2000-54-54D41-513030-PT503050-	248275	NAPA TRX DATE 071423	88462	07/17/2023	3.16
		2000-54-54D41-513030-PT503050-	248275	NAPA TRX DATE 071423	88462	07/17/2023	3.60
		2000-54-54D41-513030-PT503050-	248275	NAPA TRX DATE 071423	88462	07/17/2023	14.66
		2000-54-54D41-513030-PT503050-	248275	NAPA TRX DATE 071423	88462	07/17/2023	62.10
		2000-54-54D41-513030-PT503050-	248275	NAPA TRX DATE 071423	88462	07/17/2023	402.80
		2000-54-54M41-513030-PT503050-	248275	NAPA TRX DATE 071423	88462	07/17/2023	2.00

2000-54-54M41-513030-PT503050-	248275	NAPA TRX DATE 071423	88462	07/17/2023	7.62
2000-54-54M41-513030-PT503050-	248275	NAPA TRX DATE 071423	88462	07/17/2023	1,029.05
2000-54-54160-515340-PT504990-	248410	SUPPLIES FOR PUBLIC TRANSIT (BLANKET)	88813	07/25/2023	1,019.73
2000-54-54M41-515340-PT504990-	248411	ANTIFREEZE FOR PUBLIC TRANSIT (BLANKET)	88813	07/25/2023	55.68
2000-54-54M41-513030-PT503050-	248330	NAPA TRX DATE 071723	88813	07/27/2023	111.36
2000-54-54D41-513030-PT503050-	248375	NAPA TRX DATE 071823	88813	07/27/2023	9.58
2000-54-54D41-513030-PT503050-	248375	NAPA TRX DATE 071823	88813	07/27/2023	14.66
2000-54-54M41-513030-PT503050-	248375	NAPA TRX DATE 071823	88813	07/27/2023	36.19
2000-54-54M41-513030-PT503050-	248375	NAPA TRX DATE 071823	88813	07/27/2023	36.99
2000-54-54M41-513030-PT503050-	248375	NAPA TRX DATE 071823	88813	07/27/2023	51.19
2000-54-54M41-513030-PT503050-	248375	NAPA TRX DATE 071823	88813	07/27/2023	58.17
2000-54-54M41-513030-PT503050-	248375	NAPA TRX DATE 071823	88813	07/27/2023	74.78
2000-54-54M41-513030-PT503050-	248375	NAPA TRX DATE 071823	88813	07/27/2023	1,233.08
2000-54-54D41-513030-PT503050-	248447	NAPA TRX DATE 071923	88813	07/27/2023	380.26
2000-54-54M41-513030-PT503050-	248447	NAPA TRX DATE 071923	88813	07/27/2023	0.52
2000-54-54M41-513030-PT503050-	248447	NAPA TRX DATE 071923	88813	07/27/2023	3.79
2000-54-54M41-513030-PT503050-	248447	NAPA TRX DATE 071923	88813	07/27/2023	4.73
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2000-54-54M41-513030-PT503050-	248447	NAPA TRX DATE 071923	88813	07/27/2023	11.35
2000-54-54M41-513030-PT503050-	248447	NAPA TRX DATE 071923	88813	07/27/2023	15.16
2000-54-54M41-513030-PT503050-	248447	NAPA TRX DATE 071923	88813	07/27/2023	18.56
2000-54-54M41-513030-PT503050-	248447	NAPA TRX DATE 071923	88813	07/27/2023	35.47
2000-54-54M41-513030-PT503050-	248447	NAPA TRX DATE 071923	88813	07/27/2023	39.08
2000-54-54M41-513030-PT503050-	248447	NAPA TRX DATE 071923	88813	07/27/2023	60.43
2000-54-54M41-513030-PT503050-	248447	NAPA TRX DATE 071923	88813	07/27/2023	84.96
2000-54-54M41-513030-PT503050-	248447	NAPA TRX DATE 071923	88813	07/27/2023	85.03
2000-54-54M41-513030-PT503050-	248447	NAPA TRX DATE 071923	88813	07/27/2023	103.00
2000-54-54M41-513030-PT503050-	248447	NAPA TRX DATE 071923	88813	07/27/2023	155.30
2000-54-54M41-513030-PT503050-	248447	NAPA TRX DATE 071923	88813	07/27/2023	244.87
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2000-54-54D41-513030-PT503050-	248487	NAPA TRX DATE 072023	88813	07/27/2023	3.60
2000-54-54D41-513030-PT503050-	248487	NAPA TRX DATE 072023	88813	07/27/2023	4.37
2000-54-54D41-513030-PT503050-	248487	NAPA TRX DATE 072023	88813	07/27/2023	7.41
2000-54-54D41-513030-PT503050-	248487	NAPA TRX DATE 072023	88813	07/27/2023	8.44
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2000-54-54M41-513030-PT503050-	248487	NAPA TRX DATE 072023	88813	07/27/2023	39.08
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2000-54-54M41-513030-PT503050-	248487	NAPA TRX DATE 072023	88813	07/27/2023	85.03
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2000-54-54D41-513030-PT503050-	248535	NAPA TRX DATE 072123	88813	07/27/2023	3.60
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2000-54-54D41-513030-PT503050-	248642	NAPA TRX DATE 072523	88813	07/27/2023	3.16
2000-54-54D41-513030-PT503050-	248642	NAPA TRX DATE 072523	88813	07/27/2023	3.60
2000-54-54D41-513030-PT503050-	248642	NAPA TRX DATE 072523	88813	07/27/2023	4.60
2000-54-54D41-513030-PT503050-	248642	NAPA TRX DATE 072523	88813	07/27/2023	8.44
2000-54-54D41-513030-PT503050-	248642	NAPA TRX DATE 072523	88813	07/27/2023	16.70
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2000-54-54D41-513030-PT503050-	248642	NAPA TRX DATE 072523	88813	07/27/2023	25.06

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		2000-54-54D41-513030-PT503050-	248642	NAPA TRX DATE 072523	88813	07/27/2023	301.16
		2000-54-54D41-513030-PT503050-	248642	NAPA TRX DATE 072523	88813	07/27/2023	503.02
		2000-54-54D41-513030-PT503050-	248642	NAPA TRX DATE 072523	88813	07/27/2023	870.70
		2000-54-54D41-513030-PT503050-	248690	NAPA TRX DATE 072623	88813	07/27/2023	3.60
		2000-54-54D41-513030-PT503050-	248690	NAPA TRX DATE 072623	88813	07/27/2023	8.44
		2000-54-54D41-513030-PT503050-	248690	NAPA TRX DATE 072623	88813	07/27/2023	83.50
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		2000-54-54M41-513030-PT503050-	248690	NAPA TRX DATE 072623	88813	07/27/2023	16.32
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		2000-54-54M41-513030-PT503050-	248690	NAPA TRX DATE 072623	88813	07/27/2023	260.40
		2000-54-54M41-513030-PT503050-	248690	NAPA TRX DATE 072623	88813	07/27/2023	709.29
		2000-54-54M41-513030-PT503050-	248690	NAPA TRX DATE 072623	88813	07/27/2023	3,923.61
		Total Paid by Vendor					14,536.96
PCARD PAYMENTS		2000-54-54D41-515340-PT504990-	317710	THE HOME DEPOT #0804 ITEMS FOR PUBLIC TRANSITE VE	PCard	07/19/2023	25.39
		2000-54-54M41-515340-PT504990-	317710	THE HOME DEPOT #0804 ITEMS FOR PUBLIC TRANSITE VE	PCard	07/19/2023	25.39
		Total Paid by Vendor					50.78
S & S FIRESTONE INC		2000-54-54M10-515580-PT504020-	4230003123	COM TX 071723/4230003123	90001247	07/19/2023	24.00
		2000-54-54M10-515580-PT504020-	4230003123	COM TX 071723/4230003123	90001247	07/19/2023	90.00
		2000-54-54M10-515580-PT504020-	4230003123	COM TX 071723/4230003123	90001247	07/19/2023	110.00
		2000-54-54M10-515580-PT504020-	4230003123	COM TX 071723/4230003123	90001247	07/19/2023	1,743.24
		2000-54-54M10-515580-PT504020-	4230003124	COM TX 071723/4230003124	90001247	07/19/2023	16.00
		2000-54-54M10-515580-PT504020-	4230003124	COM TX 071723/4230003124	90001247	07/19/2023	60.00
		2000-54-54M10-515580-PT504020-	4230003124	COM TX 071723/4230003124	90001247	07/19/2023	1,162.16
		2000-54-54D10-515580-PT504020-	4230003125	COM TX 071723/4230003125	90001247	07/19/2023	3.00
		2000-54-54D10-515580-PT504020-	4230003125	COM TX 071723/4230003125	90001247	07/19/2023	27.50
		2000-54-54D10-515580-PT504020-	4230003125	COM TX 071723/4230003125	90001247	07/19/2023	153.63
		2000-54-54D10-515580-PT504020-	4230002590	COM TX 062923/4230002590	90001285	07/27/2023	70.00
		2000-54-54D10-515580-PT504020-	4230002590	COM TX 062923/4230002590	90001285	07/27/2023	110.00
		2000-54-54D10-515580-PT504020-	4230002590	COM TX 062923/4230002590	90001285	07/27/2023	626.52
		2000-54-54D10-515580-PT504020-	4230002591	COM TX 062923/4230002591	90001285	07/27/2023	6.00
		2000-54-54D10-515580-PT504020-	4230002591	COM TX 062923/4230002591	90001285	07/27/2023	55.00
		2000-54-54D10-515580-PT504020-	4230002591	COM TX 062923/4230002591	90001285	07/27/2023	110.00
		2000-54-54D10-515580-PT504020-	4230002591	COM TX 062923/4230002591	90001285	07/27/2023	307.26
		2000-54-54D10-515580-PT504020-	4230002592	COM TX 062923/4230002592	90001285	07/27/2023	12.00
		2000-54-54D10-515580-PT504020-	4230002592	COM TX 062923/4230002592	90001285	07/27/2023	110.00
		2000-54-54D10-515580-PT504020-	4230002592	COM TX 062923/4230002592	90001285	07/27/2023	614.52
		2000-54-54M10-515580-PT504020-	4230002593	COM TX 062923/4230002593	90001285	07/27/2023	8.00
		2000-54-54M10-515580-PT504020-	4230002593	COM TX 062923/4230002593	90001285	07/27/2023	30.00
		2000-54-54M10-515580-PT504020-	4230002593	COM TX 062923/4230002593	90001285	07/27/2023	581.08
		2000-54-54M10-515580-PT504020-	4230002594	COM TX 062923/4230002594	90001285	07/27/2023	16.00
		2000-54-54M10-515580-PT504020-	4230002594	COM TX 062923/4230002594	90001285	07/27/2023	60.00
		2000-54-54M10-515580-PT504020-	4230002594	COM TX 062923/4230002594	90001285	07/27/2023	1,162.16
		2000-54-54D10-515580-PT504020-	4230002595	COM TX 062923/4230002595	90001285	07/27/2023	82.50
		2000-54-54D10-515580-PT504020-	4230002595	COM TX 062923/4230002595	90001285	07/27/2023	469.89
		2000-54-54D10-515580-PT504020-	4230002596	COM TX 062923/4230002596	90001285	07/27/2023	6.00
		2000-54-54D10-515580-PT504020-	4230002596	COM TX 062923/4230002596	90001285	07/27/2023	55.00
		2000-54-54D10-515580-PT504020-	4230002596	COM TX 062923/4230002596	90001285	07/27/2023	222.54
		2000-54-54M10-515580-PT504020-	4230001992	COM TX 071423/4230001992	88391	07/17/2023	30.00
		Total Paid by Vendor					8,134.00
STAPLES INC		2000-54-54160-515340-PT504990-	3542726583	DAVID ANDERSON 500B CHURCH ST 2D FL 427-5206	90001232	07/17/2023	159.89
		Total Paid by Vendor					159.89
		Total by Fund 2000					45,201.82
2100	ASHAKIRAN INC	2100-70-70100-515340-PN200011-00164	REQ03HESG22	REIMBURSE EXPENSE REQUEST #03 ADECA HESG22	88564	07/21/2023	5,067.83
		2100-70-70100-515340-PN200011-00164	REQ04HESG22	REIMBURSE EXPENSE REQUET#04 ADECA STATE HESG GRANT	88735	07/28/2023	3,000.00
		Total Paid by Vendor					8,067.83
	BOYS & GIRLS CLUBS OF NORTH ALABAMA	2100-70-70100-515520-PN200009-00149	REQ1CDBG22	REIMBURSE EXPENSES FOR REQUEST 1 CDBG22 GRANT	88747	07/26/2023	166,039.00
		Total Paid by Vendor					166,039.00
	COMMUNITY ACTION PARTNERSHIP	2100-70-70100-515520-PN200011-00164	REQ03HESG22	REIMBURSE EXPENSE REQUEST #03 ADECA HESG22	88588	07/21/2023	21,804.60

	HUNTSVILLE/MADISON	2100-70-70100-515520-PN200011-00164	REQ04HESG22	REIMBURSE EXPENSE REQUET#04 ADECA STATE HESG GRANT	88764	07/28/2023	13,648.84
		Total Paid by Vendor					35,453.44
	CRISIS SERVICES OF NORTH ALABAMA	2100-70-70100-515340-PN200011-00164	REQ03HESG22	REIMBURSE EXPENSE REQUEST #03 ADECA HESG22	88592	07/21/2023	1,801.38
		2100-70-70100-515340-PN200011-00164	REQ04HESG22	REIMBURSE EXPENSE REQUET#04 ADECA STATE HESG GRANT	88769	07/28/2023	3,341.05
		Total Paid by Vendor					5,142.43
	DISABLED AMERICAN VETERANS	2100-70-70100-515520-PN200011-00164	REQ04HESG22	REIMBURSE EXPENSE REQUET#04 ADECA STATE HESG GRANT	88772	07/28/2023	3,546.39
		Total Paid by Vendor					3,546.39
	FAMILY SERVICES CENTER INC	2100-70-70100-515340-PN200011-00164	REQ04HESG22	REIMBURSE EXPENSE REQUET#04 ADECA STATE HESG GRANT	90001295	07/28/2023	5,557.70
		2100-70-70100-515340-PN200011-00164	REQ03HESG22	REIMBURSE EXPENSE REQUEST #03 ADECA HESG22	88604	07/21/2023	6,471.97
		Total Paid by Vendor					12,029.67
	FIRST STOP INC	2100-70-70100-515370-PN200011-00164	REQ03HESG22	REIMBURSE EXPENSE REQUEST #03 ADECA HESG22	88606	07/21/2023	5,973.63
		2100-70-70100-515370-PN200011-00164	REQ04HESG22	REIMBURSE EXPENSE REQUET#04 ADECA STATE HESG GRANT	88778	07/28/2023	8,960.48
		Total Paid by Vendor					14,934.11
	HATCH HSV INC	2100-70-70100-515520-PN200009-00149	REQ1CDBG22	REIMBURSE EXPENSES FOR REQ1 07/01/22-06/30/23 CDBG	88429	07/17/2023	145,000.00
		Total Paid by Vendor					145,000.00
	NEW FUTURES INC	2100-70-70100-515340-PN200011-00164	REQ03HESG22	REIMBURSE EXPENSE REQUEST #03 ADECA HESG22	88642	07/21/2023	2,595.50
		2100-70-70100-515340-PN200011-00164	REQ04HESG22	REIMBURSE EXPENSE REQUET#04 ADECA STATE HESG GRANT	88824	07/28/2023	2,623.40
		Total Paid by Vendor					5,218.90
	PCARD PAYMENTS	2100-70-70300-523000-00000000-00149	317691	MATERIALS NEEDED FOR DMP PRJOECT AT 1905 MANGUM	PCard	07/17/2023	56.50
		2100-70-70100-515370-00000000-00165	317706	LEAD BASE PAINT CERTIFICATION FOR R. MCCALLIE, R.	PCard	07/18/2023	600.00
		2100-70-70300-515370-00000000-00165	317706	LEAD BASE PAINT CERTIFICATION FOR R. MCCALLIE, R.	PCard	07/18/2023	600.00
		2100-70-70100-515370-00000000-00165	317707	LEAD BASE PAINT FIRM APPLICATION (COMMUNITY DEVELO	PCard	07/18/2023	300.00
		Total Paid by Vendor					1,556.50
	STAPLES INC	2100-70-70100-515340-PN200015-	3543162934	120 E HOLMES AVE NE 2ND FLOOR 2564275057 GABRIEL	90001271	07/24/2023	23.40
		Total Paid by Vendor					23.40
	Total by Fund 2100						397,011.67
2101	CRISIS SERVICES OF NORTH ALABAMA	2101-70-70100-515340-00000000-00130	REQ28HESGCV20	REIMBURSE EXPENSE REQUEST#28 ADECA HESGCV20	88591	07/21/2023	40,689.22
		Total Paid by Vendor					40,689.22
	Total by Fund 2101						40,689.22
2500	THE HUNTSVILLE MUSEUM OF ART	2500-00-00000-515520-SLFRF008-	ARPA 063023	BLANKET PO FOR ARPA REIMBURSEMENT RES 22-59	88435	07/17/2023	14,262.69
		Total Paid by Vendor					14,262.69
	Total by Fund 2500						14,262.69
3000	REGIONS BANK	3000-00-00000-635000-TO000000-	DEBT 8/1/23 2014-A	DEBT SERVICE PAYMENT - 2014A	88726	07/27/2023	102,779.56
		3000-00-00000-633950-TO000000-	DEBT 8/1/23 21&22PBA	DEBT SERVICE PAYMENT - 2021PBA & 2022PBA	88727	07/27/2023	1,822,819.65
		Total Paid by Vendor					1,925,599.21
	Total by Fund 3000						1,925,599.21
3020	ALABAMA CONCRETE INC	3020-75-00000-529000-00000000-	131625	CONCRETE FOR PROJECT	90001206	07/17/2023	141.00
		3020-75-00000-529000-00000000-	131719	CONCRETE FOR PROJECT	90001206	07/17/2023	705.00
		3020-55-00000-516040-00000000-	131312	FY23 CONCRETE PICK UP- PWS CONSTRUCTION (BLANKET)	90001206	07/17/2023	851.50
		3020-55-00000-516010-00000000-	131886	FY23 CONCRETE BLANKET MAINTENANCE(PICKUP)	90001243	07/24/2023	882.00
		3020-55-00000-516010-00000000-	131887	FY23 CONCRETE BLANKET MAINTENANCE(PICKUP)	90001243	07/24/2023	504.00
		3020-55-00000-516010-00000000-	131715	FY23 CONCRETE BLANKET MAINTENANCE(PICKUP)	90001243	07/24/2023	157.50
		3020-55-00000-516010-00000000-	131717	FY23 CONCRETE BLANKET MAINTENANCE(PICKUP)	90001243	07/24/2023	131.00
		3020-55-00000-516010-00000000-	131718	FY23 CONCRETE BLANKET MAINTENANCE(PICKUP)	90001243	07/24/2023	196.50
		3020-55-00000-516010-00000000-	131716	FY23 CONCRETE BLANKET MAINTENANCE(PICKUP)	90001243	07/24/2023	959.00
		3020-55-00000-516010-00000000-	131952	FY23 CONCRETE BLANKET MAINTENANCE(PICKUP)	90001281	07/28/2023	262.00
		3020-55-00000-516010-00000000-	131953	FY23 CONCRETE BLANKET MAINTENANCE(PICKUP)	90001281	07/28/2023	441.00
		3020-55-00000-516010-00000000-	131954	FY23 CONCRETE BLANKET MAINTENANCE(PICKUP)	90001281	07/28/2023	327.50
		3020-55-00000-516010-00000000-	132022	FY23 CONCRETE BLANKET MAINTENANCE(PICKUP)	90001281	07/28/2023	378.00
		3020-55-00000-516010-00000000-	132023	FY23 CONCRETE BLANKET MAINTENANCE(PICKUP)	90001281	07/28/2023	378.00
		3020-55-00000-516010-00000000-	132073	FY23 CONCRETE BLANKET MAINTENANCE(PICKUP)	90001281	07/28/2023	393.00
		3020-55-00000-516010-00000000-	132074	FY23 CONCRETE BLANKET MAINTENANCE(PICKUP)	90001281	07/28/2023	693.00
		3020-55-00000-516010-00000000-	132180	FY23 CONCRETE BLANKET MAINTENANCE(PICKUP)	90001281	07/28/2023	189.00
		3020-55-00000-516010-00000000-	132266	FY23 CONCRETE BLANKET MAINTENANCE(PICKUP)	90001281	07/28/2023	441.00
		3020-55-00000-516010-00000000-	132267	FY23 CONCRETE BLANKET MAINTENANCE(PICKUP)	90001281	07/28/2023	524.00
		3020-55-00000-516010-00000000-	132268	FY23 CONCRETE BLANKET MAINTENANCE(PICKUP)	90001281	07/28/2023	189.00
		3020-55-00000-516010-00000000-	132349	FY23 CONCRETE BLANKET MAINTENANCE(PICKUP)	90001281	07/28/2023	126.00
		3020-55-00000-516010-00000000-	132350	FY23 CONCRETE BLANKET MAINTENANCE(PICKUP)	90001281	07/28/2023	378.00
		3020-55-00000-516010-00000000-	132352	FY23 CONCRETE BLANKET MAINTENANCE(PICKUP)	90001281	07/28/2023	220.50
		Total Paid by Vendor					9,467.50
	ALABAMA GUARDRAIL INC	3020-55-00000-516010-00000000-	0025492-IN	GUARDRAIL REPAIR AT BEADLE LN & WALL TRIANA	88732	07/28/2023	1,750.00
		Total Paid by Vendor					1,750.00

COLUMBIA CASCADE CO	3020-14-00000-521003-00000000-	54974-23	BENCHES AND TRASH CANS FOR JHP FRISBEE GOLF	88585	07/19/2023	12,495.00
	Total Paid by Vendor					12,495.00
DAVIS FISH FARMS LLC	3020-52-00000-513010-PR8431XX-	9035	FISH FOR HAYS NATURE PRESERVE (BLANKET PO)	88594	07/24/2023	2,975.00
	Total Paid by Vendor					2,975.00
FASTENAL COMPANY	3020-75-00000-529000-00000000-	ALMAD238128	FASTENERS FOR PROJECT	88605	07/19/2023	2,320.00
	Total Paid by Vendor					2,320.00
GRAYBAR ELECTRIC COMPANY	3020-75-00000-529000-00000000-	9332911837	ITEMS FOR PROJECT	88785	07/25/2023	605.71
	Total Paid by Vendor					605.71
HUNTSVILLE FENCE COMPANY	3020-30-00000-513010-00000000-	COHCP	COVE PARK FENCING	88798	07/25/2023	8,310.00
	3020-14-00000-523021-00000000-	COH JD55523	JOE DAVIS STADIUM FENCING	88798	07/28/2023	4,204.00
	Total Paid by Vendor					12,514.00
JAKE MARSHALL SERVICE INC	3020-14-00000-523037-00000000-	HUNTSVILLE-466155	HVAC DDC CONTROLS- SPORTS COMMISSION	90001219	07/18/2023	2,483.81
	3020-14-00000-523037-00000000-	HUNTSVILLE-466151	DOOR ACCESS CONTROLS REPAIRS - SPORTS COMM RENO	90001256	07/18/2023	2,577.66
	Total Paid by Vendor					5,061.47
JAMES MONAGHAN	3020-14-00000-523037-00000000-	5254	STORAGE BUILDING RENOVATION-K9 SPORTS COMMISSION	90001262	07/18/2023	24,165.00
	Total Paid by Vendor					24,165.00
LEE COMPANY	3020-14-00000-523037-00000000-	LEE-644722	REMOVE TOILET & REINSTALL FLR-SPORTS COMMISSION	88454	07/18/2023	1,744.95
	Total Paid by Vendor					1,744.95
MOBILE COMMUNICATIONS AMERICA INC	3020-15-00000-520100-00000000-	762006031-1	EQUIPMENT FOR #022530 2023 FORD F450 TRAFF ENG	90001261	07/21/2023	1,915.00
	3020-15-00000-520100-00000000-	762006041-1	EQUIPMENT INSTALL FOR EQ# 022530	90001261	07/21/2023	690.00
	Total Paid by Vendor					2,605.00
OUTDOORLINK INC	3020-14-00000-523021-00000000-	51373	ADDITIONAL (1) CONTROLLER 4 CONCOURSE LGHTS-JDS	88644	07/24/2023	827.15
	Total Paid by Vendor					827.15
PCARD PAYMENTS	3020-75-00000-529000-00000000-	318598	ITEMS FOR ASTCE SCHOOL FLASHER CONSTRUCTION	PCard	07/17/2023	19.46
	3020-75-00000-529000-00000000-	318615	ITEMS FOR ASTCE SCHOOL FLASHER CONSTRUCTION	PCard	07/19/2023	33.76
	3020-75-00000-529000-00000000-	318617	ITEMS FOR UAH PED UPGRADES	PCard	07/19/2023	41.88
	3020-75-00000-529000-00000000-	318620	ITEMS FOR ASTCE SCHOOL FLASHER CONSTRUCTION	PCard	07/19/2023	74.15
	Total Paid by Vendor					169.25
PRO ELECTRIC INC	3020-14-00000-523037-00000000-	W43312	ELECTRICAL REPAIRS - K-9 RENO SPORTS COMM	90001225	07/18/2023	48,786.56
	3020-14-00000-521003-00000000-	W43349	JHP MEET MANAGEMENT ELECTRICAL IMPROVEMENTS	90001265	07/24/2023	10,607.30
	Total Paid by Vendor					59,393.86
PRO-AIR SERVICES INC	3020-14-00000-513010-PR8610XX-	100898	FERN BELL CENTER- REPLACE SPLIT AC 167823A	88651	07/19/2023	11,601.17
	3020-14-00000-513010-PR8610XX-	100926	MAX LUTHER CENTER- REPLACE UNIT #3 168053A	88651	07/21/2023	18,347.88
	3020-14-00000-513010-PR8610XX-	100929	HAYES NATURE PRESERVE-REPLACE HVAC UNIT W/4T	88833	07/27/2023	16,538.55
	Total Paid by Vendor					46,487.60
REGIONS BANK	3020-00-00000-635000-TO000000-	DEBT 8/1/23 2014-A	DEBT SERVICE PAYMENT - 2014A	88726	07/27/2023	74,426.58
	Total Paid by Vendor					74,426.58
ROGERS GROUP INC	3020-55-00000-516010-00000000-	0203002166	FY23 ASPHALT BLANKET-MAINTENANCE	88499	07/17/2023	898.38
	3020-00-00000-220400-00000000-	382121-4-2RET	2224 - CHURCH ST ADA IMPROVEMENTS - FINAL RET	88662	07/18/2023	4,059.99
	Total Paid by Vendor					4,958.37
SERVICE STEEL INC	3020-75-00000-529000-00000000-	140219	TEMPLATES	88666	07/19/2023	840.00
	Total Paid by Vendor					840.00
SITEONE LANDSCAPE SUPPLY HOLDING LLC	3020-55-00000-516010-00000000-	131718924-001	PWS IRRIGATION BLANKET FOR FY23	88508	07/18/2023	69.36
	3020-55-00000-516010-00000000-	132351072-001	PWS IRRIGATION BLANKET FOR FY23	88668	07/20/2023	283.03
	Total Paid by Vendor					352.39
SI&L GENERAL CONTRACTOR LLC	3020-55-00000-516010-00000000-	8950	FY23 MAINTENANCE BLANKET	90001230	07/17/2023	212.22
	3020-55-00000-516010-00000000-	8982	FY23 MAINTENANCE BLANKET	90001230	07/17/2023	517.24
	3020-55-00000-516010-00000000-	9000	FY23 MAINTENANCE BLANKET	90001230	07/17/2023	161.04
	3020-55-00000-516010-00000000-	9008	FY23 MAINTENANCE BLANKET	90001230	07/17/2023	137.28
	3020-55-00000-516010-00000000-	9015	FY23 MAINTENANCE BLANKET	90001268	07/21/2023	299.64
	Total Paid by Vendor					1,327.42
TEMPLE INC	3020-75-00000-529000-00000000-	INV0230814	SIGNAL CABINET	88674	07/20/2023	7,457.00
	3020-75-00000-529000-00000000-	INV0232131	CONTROLLER CABINET, OAK DAIRY / MEMORIAL PKWY	88863	07/25/2023	8,584.00
	Total Paid by Vendor					16,041.00
TRANSPORTATION CONTROL SYSTEMS	3020-75-00000-529001-00000000-	20836	OPTICOM PREEMPTION KIT (SOLE SOURCE)	88869	07/26/2023	4,700.00
	Total Paid by Vendor					4,700.00
TURFGRASS OF TENNESSEE LLC	3020-55-00000-516010-00000000-	33642	BERMUDA SOD FOR 23-130	88686	07/18/2023	198.00
	3020-55-00000-516010-00000000-	33813	SOD FOR MAINTENANCE JOB	88686	07/20/2023	99.00
	3020-55-00000-516010-00000000-	33949	SOD FOR MAINTENANCE JOB	88872	07/28/2023	297.00
	Total Paid by Vendor					594.00
UTILICOM SUPPLY ASSOCIATES LLC	3020-75-00000-529000-00000000-	303177	SIGNAL HARDWARE FOR PROJECT	90001238	07/17/2023	2,748.00
	3020-75-00000-529000-00000000-	303380	PUSHBUTTON POLES FOR UAH PROJECT	90001276	07/21/2023	2,151.00

		3020-75-00000-529000-00000000-	303455	ITEMS FOR PROJECT	90001324	07/25/2023	4,638.00
		3020-75-00000-529000-00000000-	303488	LED'S FOR PROJECT	90001324	07/25/2023	1,842.00
		3020-75-00000-529000-00000000-	303489	LED'S FOR PROJECT	90001324	07/25/2023	1,651.50
		3020-75-00000-529000-00000000-	303490	LED'S FOR PROJECT	90001324	07/25/2023	1,930.50
		Total Paid by Vendor					14,961.00
	VULCAN MATERIALS CO	3020-55-00000-516040-00000000-	51374002	FY23 UPDATED ROCK/STONE PWS CONSTRUCTION- BLANKET	90001239	07/17/2023	360.05
		3020-55-00000-516010-00000000-	51381000	FY23 ROCK BLANKET--MAINTENANCE	90001278	07/20/2023	544.50
		3020-55-00000-516010-00000000-	51381001	FY23 ROCK BLANKET--MAINTENANCE	90001278	07/20/2023	307.98
		3020-55-00000-516010-00000000-	51381002	FY23 ROCK BLANKET--MAINTENANCE	90001278	07/20/2023	153.11
		3020-55-00000-516010-00000000-	51381003	FY23 ROCK BLANKET--MAINTENANCE	90001278	07/20/2023	370.82
		3020-55-00000-516010-00000000-	51381004	FY23 ROCK BLANKET--MAINTENANCE	90001278	07/20/2023	279.07
		Total Paid by Vendor					2,015.53
	WAVETRONIX LLC	3020-75-00000-529001-00000000-	91390168	WAVETRONIX FOR PROJECT-SOLE SOURCE	88694	07/19/2023	29,865.00
		Total Paid by Vendor					29,865.00
	WHITE CAP LP	3020-55-00000-516040-00000000-	50022705234	GEOGRID FOR PWS CONSTRUCTION	88696	07/21/2023	1,578.18
		Total Paid by Vendor					1,578.18
	WILSON LUMBER COMPANY	3020-55-00000-516040-00000000-	784089	FY23 LUMBER BLANKET- PWS CONSTRUCTION	88698	07/21/2023	565.90
		Total Paid by Vendor					565.90
	Total by Fund 3020						334,806.86
3040	REGIONS BANK	3040-00-00000-635000-TO000000-	DEBT 8/1/23 2014-A	DEBT SERVICE PAYMENT - 2014A	88726	07/27/2023	164,857.46
		Total Paid by Vendor					164,857.46
	Total by Fund 3040						164,857.46
3050	TURFGRASS OF TENNESSEE LLC	3050-14-00000-521025-00000000-	33770	SOD FOR CROSS COUNTRY FINISH LINE	88686	07/24/2023	2,916.00
		3050-14-00000-521025-00000000-	33782	SOD FOR CROSS COUNTRY FINISH LINE	88686	07/24/2023	2,916.00
		3050-14-00000-521025-00000000-	33745	SOD FOR CROSS COUNTRY FINISH LINE	88686	07/24/2023	11,664.00
		Total Paid by Vendor					17,496.00
	Total by Fund 3050						17,496.00
3060	HUNTSVILLE MADISON COUNTY CONVENTION	3060-00-00000-610022-00000000-	REIMB JAN-JUNE	2023 NABBA CHAMPIONSHIP	88430	07/17/2023	29,978.29
		3060-00-00000-610022-00000000-	REIMB JAN-JUNE	AJGA TOURNAMENT	88430	07/17/2023	30,000.00
		3060-00-00000-610022-00000000-	REIMB JAN-JUNE	AL COMMUNITY COLLEGE BASKETBALL	88430	07/17/2023	39,480.42
		3060-00-00000-610022-00000000-	REIMB JAN-JUNE	ASUN WOMEN'S GOLF	88430	07/17/2023	14,850.00
		3060-00-00000-610022-00000000-	REIMB JAN-JUNE	AUSA GLOBAL FORCE SYMPOSIUM	88430	07/17/2023	63,668.34
		3060-00-00000-610022-00000000-	REIMB JAN-JUNE	BASS TACTIX	88430	07/17/2023	10,000.00
		3060-00-00000-610022-00000000-	REIMB JAN-JUNE	GEOSPATIAL HUNTSVILLE	88430	07/17/2023	10,000.00
		3060-00-00000-610022-00000000-	REIMB JAN-JUNE	HSV COMIC & POP CULTURE	88430	07/17/2023	7,500.00
		3060-00-00000-610022-00000000-	REIMB JAN-JUNE	NATIONAL ACADEMIC ADVISING CONF	88430	07/17/2023	15,500.00
		3060-00-00000-610022-00000000-	REIMB JAN-JUNE	THINKERCON	88430	07/17/2023	12,000.00
		3060-00-00000-610022-00000000-	REIMB JAN-JUNE	USTA SO PRO CIRCUIT	88430	07/17/2023	7,500.00
		Total Paid by Vendor					240,477.05
	HUNTSVILLE SPORTS COMMISSION	3060-00-00000-610019-00000000-	MOONSHOT/CALLEN CUP	CALLEN CUP 2023	88437	07/17/2023	5,000.00
		3060-00-00000-610019-00000000-	MOONSHOT/CALLEN CUP	MOONSHOT WATER POLO	88437	07/17/2023	4,283.00
		Total Paid by Vendor					9,283.00
	Total by Fund 3060						249,760.05
3080	BARGE DESIGN SOLUTIONS INC	3080-71-00000-527000-BUDGET01-	208855	FAGAN CREEK MITIGATION STUDY	88388	07/17/2023	8,125.00
		Total Paid by Vendor					8,125.00
	CDG ENGINEERS & ASSOCIATES, INC	3080-71-00000-524000-BUDGET01-	8 PRATT AVENUE	PRATT AVENUE IMPROVEMENTS EDS	88398	07/17/2023	21,104.10
		Total Paid by Vendor					21,104.10
	CORE & MAIN LP	3080-71-00000-524000-BUDGET01-	T024146	DUCTILE IRON PIPE-WATER LINE RELOCATE @ MONROE	88589	07/18/2023	14,250.00
		Total Paid by Vendor					14,250.00
	HUNTSVILLE UTILITIES	3080-71-00000-530000-BUDGET01-	4110100101130723	ATC CULVERS HIGHWAY 431 RELOCATE MAIN	88438	07/18/2023	26,714.00
		Total Paid by Vendor					26,714.00
	HYDRA SERVICE INC	3080-71-00000-526001-00000000-	170092	TIF 6 SEWER IMPROVEMENTS (SOLE SOURCE)	90001218	07/18/2023	2,402.00
		Total Paid by Vendor					2,402.00
	JARRETT CONCRETE PRODUCTS AND SUPPLIES INC	3080-71-00000-527001-00000000-	2304072	PRATT AVENUE PROJECT PURPOSE	88805	07/25/2023	17,751.12
		Total Paid by Vendor					17,751.12
	LAND TRUST OF NORTH ALABAMA INC	3080-71-00000-520900-00000000-	1651	ACQUISITION AND PROMOTION OF GR	88452	07/17/2023	31,250.00
		Total Paid by Vendor					31,250.00
	MAITLAND ARTS INITIATIVE	3080-71-00000-530000-BUDGET01-	6	PRODUCTION SERVICES	88465	07/17/2023	1,650.00
		Total Paid by Vendor					1,650.00
	MEREDITH JOHNSON	3080-71-00000-530000-00000000-	9	COMMON HOUSE SPONSORSHIP 2023 SEASON	88406	07/17/2023	2,000.00
		Total Paid by Vendor					2,000.00
	MUSIC EXPORT MEMPHIS	3080-71-00000-530000-BUDGET01-	MEM230424CEO	HUNTSVILLE AMBASSADOR PROGRAM	88478	07/17/2023	7,500.00

		3080-71-00000-530000-BUDGET01-	MEM2307718HAL	HUNTSVILLE AMBASSADOR PROGRAM	88640	07/21/2023	7,500.00
		Total Paid by Vendor					15,000.00
	NIVENS & ASSOCIATES	3080-71-00000-530000-BUDGET01-	1474-MD	APPRAISAL REPORT - APPROX .99 AC VACANT LAND	88481	07/17/2023	1,250.00
		Total Paid by Vendor					1,250.00
	REV CONSTRUCTION INC	3080-00-00000-220400-00000000-	S95 HSV 5 RET	2328 - TIF 6 SEWER IMPR - FINAL RET	90001266	07/18/2023	6,742.00
		3080-00-00000-220400-00000000-	S95 HSV 6 RETAIN	2328 - TIF 6 SWR IMPROVEMENTS - FINAL RET	90001266	07/21/2023	5,224.88
		3080-00-00000-220400-00000000-	S95 HSV 3 RET	2328 - TIF6 SEWER IMP GRNBR/HWY 20 - FINAL RET	88495	07/17/2023	7,114.91
		3080-00-00000-220400-00000000-	S95 HSV 4 RET	2328 - TIF 6 SEWER IMPROVEMENTS - FINAL RET	88495	07/17/2023	6,742.00
		Total Paid by Vendor					25,823.79
	ROGERS GROUP INC	3080-71-00000-524008-00000000-	334919-129-1	PLUMMER ROAD INTERSECTION IMPROVEMENT	88499	07/17/2023	198,472.86
		3080-00-00000-220400-00000000-	334919-129-2RET	21252 - PLUMMER RD INTERSECTION IMP - FINAL RET	88662	07/18/2023	9,923.63
		3080-71-00000-527000-00000000-	386422-32-1	2929 HAMPTON COVE WAY DRAINAGE	88662	07/18/2023	73,819.59
		3080-71-00000-527001-00000000-	386422-45-1	2929 HAMPTON COVE DRAINAGE 2	88662	07/18/2023	86,061.55
		3080-00-00000-220400-00000000-	386422-47-2RET	2327 - DRAKE AVE HANDRAIL - FINAL RET	88662	07/21/2023	1,434.28
		Total Paid by Vendor					369,711.91
	SJ&L GENERAL CONTRACTOR LLC	3080-71-00000-530009-00000000-	APPL #2 HU ACCESS	HU ACCESS RD AT DITTO LANDING	90001230	07/17/2023	100,869.91
		Total Paid by Vendor					100,869.91
	VENUE GROUP INC	3080-71-00000-530000-BUDGET01-	2262-65-65-4769	JUNTEENTH HERITAGE CELEBRATION EVENT SPONSORSHIP	90001217	07/17/2023	750.00
		Total Paid by Vendor					750.00
	VULCAN MATERIALS CO	3080-71-00000-527000-00000000-	51340778	HUNTSVILLE NORTH LIMESTONE PROJECT	90001326	07/25/2023	1,203.13
		3080-71-00000-527000-00000000-	51340777	HUNTSVILLE NORTH LIMESTONE PROJECT	90001326	07/25/2023	2,897.02
		Total Paid by Vendor					4,100.15
	Total by Fund 3080						642,751.98
3204	REGIONS BANK	3204-00-00000-635000-TO000000-	DEBT 8/1/23 2014-A	DEBT SERVICE PAYMENT - 2014A	88726	07/27/2023	1,355,468.28
		Total Paid by Vendor					1,355,468.28
	Total by Fund 3204						1,355,468.28
3310	ATHENS UTILITIES	3310-71-00000-515550-00000000-	136-16650-00-0623	POP 05/23/23-06/21/23 TRAFFIC LIGHTS BLANKET	90001284	07/25/2023	55.79
		3310-71-00000-515550-00000000-	136-65652-01-0623	POP 05/23/23-06/21/23 TRAFFIC LIGHTS BLANKET	90001284	07/25/2023	81.10
		3310-71-00000-515550-00000000-	136-16800-00-0623	POP 05/23/23-06/21/23 TRAFFIC LIGHTS BLANKET	90001284	07/25/2023	54.49
		3310-71-00000-515550-00000000-	136-16900-00-0623	POP 05/23/23-06/21/23 TRAFFIC LIGHTS BLANKET	90001284	07/25/2023	55.44
		3310-71-00000-515550-00000000-	136-34530-00-0623	POP 05/23/23-06/21/23 TRAFFIC LIGHTS BLANKET	90001284	07/25/2023	25.26
		3310-71-00000-515550-00000000-	136-56300-00-0623	POP 05/21/23-06/20/23 TRAFFIC LIGHTS BLANKET	90001284	07/25/2023	13.41
		3310-71-00000-515550-00000000-	136-65650-00-0623	POP 05/22/23-06/20/23 TRAFFIC LIGHTS BLANKET	90001284	07/25/2023	25.76
		3310-71-00000-515550-00000000-	136-36500-00-0623	POP 05/23/23-06/22/23 TRAFFIC LIGHTS BLANKET	90001284	07/25/2023	16.80
		3310-71-00000-515550-00000000-	146-43510-00-0623	POP 05/23/23-06/22/23 TRAFFIC LIGHTS BLANKET	90001284	07/25/2023	23.71
		3310-71-00000-515550-00000000-	146-02400-00-0623	POP 05/24/23-06/26/23 TRAFFIC LIGHTS BLANKET	90001284	07/25/2023	542.70
		3310-71-00000-515550-00000000-	146-51150-00-0623	POP 05/24/23-06/26/23 TRAFFIC LIGHTS BLANKET	90001284	07/25/2023	7,200.48
		3310-71-00000-515550-00000000-	146-51155-00-0623	POP 05/24/23-06/26/23 TRAFFIC LIGHTS BLANKET	90001284	07/25/2023	591.21
		Total Paid by Vendor					8,686.15
	Total by Fund 3310						8,686.15
3430	CHARLES BROOKS	3430-41-00000-515520-00000000-	BUY MONEY 07/25/23	CONFIDENTIAL INFORMANT BUY-MONEY FOR NARCO UNIT	88758	07/26/2023	20,000.00
		Total Paid by Vendor					20,000.00
	EXPRESS OIL CHANGE	3430-41-00000-515520-00000000-	00019-380810	STAC VEHICLE REPAIR & MTNC BLANKET PO	88603	07/24/2023	77.99
		3430-41-00000-515520-00000000-	00019-380892	STAC VEHICLE REPAIR & MTNC BLANKET PO	88603	07/24/2023	198.67
		Total Paid by Vendor					276.66
	FLEET FUELING	3430-41-00000-515520-00000000-	90712907	STAC MONTHLY FUEL CHARGES-BLANKET PO	88780	07/27/2023	55.26
		Total Paid by Vendor					55.26
	PCARD PAYMENTS	3430-41-00000-515520-00000000-	318207	SUPPLIES-STAC K9 FOOD	PCard	07/17/2023	253.59
		Total Paid by Vendor					253.59
	PRESTIGE AUTOMOTIVE	3430-41-00000-515520-00000000-	6318	STAC VEHICLE REPAIR-BLANKET PO	88650	07/21/2023	441.00
		3430-41-00000-515520-00000000-	6453	STAC VEHICLE REPAIR-BLANKET PO	88650	07/21/2023	1,425.90
		Total Paid by Vendor					1,866.90
	Total by Fund 3430						22,452.41
3900	BELLSOUTH TELECOMMUNICATIONS LLC	3900-44-00000-515070-00000000-	28727454831107012023	FY23 BLANKET PO ATT MOBILITY CRADLEPOINT FOR EMA	88566	07/19/2023	39.99
		Total Paid by Vendor					39.99
	DUTCH OIL COMPANY INC	3900-44-00000-514010-00000000-	CFN-25028	FUELING TRANS DATED 071923	90001251	07/21/2023	42.27
		Total Paid by Vendor					42.27
	PCARD PAYMENTS	3900-44-00000-515340-00000000-	317704	WIN-911 SUBSCRIPTION RENEWAL	PCard	07/18/2023	1,380.00
		Total Paid by Vendor					1,380.00
	Total by Fund 3900						1,462.26
3930	HUNTSVILLE UTILITIES	3930-91-00000-515700-00000000-	2210100580960723	UTILITY BILL	88438	07/17/2023	179.25
		3930-91-00000-515700-00000000-	2210102462020723	UTILITY BILL	88438	07/17/2023	293.94

		3930-91-00000-515700-00000000-	2210100672910723	UTILITY BILL	88438	07/17/2023	2,264.79
		3930-91-00000-515700-00000000-	21101002200107223	UTILITY BILL	88438	07/17/2023	2,799.64
		3930-91-00000-515700-00000000-	2110100219240723	UTILITY BILL	88438	07/17/2023	12.83
		3930-91-00000-515700-00000000-	2110100219670723	UTILITY BILL	88438	07/17/2023	45.07
		3930-91-00000-515700-00000000-	2110101351300623	UTILITY BILL	88438	07/17/2023	1,684.81
		Total Paid by Vendor					7,280.33
	Total by Fund 3930						7,280.33
3950	REGIONS BANK	3950-00-00000-602000-DE2021PB-	DEBT 8/1/23 21&22PBA	DEBT SERVICE PAYMENT - 2021PBA & 2022PBA	88727	07/27/2023	392,412.63
		3950-00-00000-460100-DE2007PB-	DEBT 8/1/23 21&22PBA	DEBT SERVICE PAYMENT - 2021PBA & 2022PBA	88727	07/27/2023	(655.35)
		3950-00-00000-460100-DE2007PB-	DEBT 8/1/23 21&22PBA	DEBT SERVICE PAYMENT - 2021PBA & 2022PBA	88727	07/27/2023	(456.05)
		3950-00-00000-602000-DE2022PB-	DEBT 8/1/23 21&22PBA	DEBT SERVICE PAYMENT - 2021PBA & 2022PBA	88727	07/27/2023	1,823,475.00
		3950-00-00000-633000-FROM0000-	DEBT 8/1/23 21&22PBA	DEBT SERVICE PAYMENT - 2021PBA & 2022PBA	88727	07/27/2023	(1,822,819.65)
		3950-00-00000-636500-FROM0000-	DEBT 8/1/23 21&22PBA	DEBT SERVICE PAYMENT - 2021PBA & 2022PBA	88727	07/27/2023	(391,956.58)
		Total Paid by Vendor					0.00
	Total by Fund 3950						0.00
4010	MCCORD CONSTRUCTION	4010-00-00000-220400-00000000-	2192	23443 - OLD HWY 20 GRNBR PKWY SWR - FINAL RET	90001259	07/18/2023	227.05
		Total Paid by Vendor					227.05
	Total by Fund 4010						227.05
4011	MOBILE FIXTURE AND EQUIPMENT CO INC	4011-14-00000-522014-00000000-	APPL #2 MIDCITY FOOD	CONSTRUCTION SERVICES-AMPHI FOO	88473	07/17/2023	20,694.24
		Total Paid by Vendor					20,694.24
	Total by Fund 4011						20,694.24
4013	PRO-AIR SERVICES INC	4013-14-00000-523023-PHASE002-	100784	TEST AND REPAIR GAS PIPING SYSTEM - SANDRAMOONPH2	88651	07/24/2023	12,258.36
		Total Paid by Vendor					12,258.36
	US BANCORP ASSET MANAGEMENT INC	4013-00-00000-515370-00000000-	13796267	POP: 06/01/23-06/30/23 2022 CONST FUND RES 22-250	88689	07/24/2023	2,924.56
		Total Paid by Vendor					2,924.56
	Total by Fund 4013						15,182.92
4015	C SPIRE BUSINESS	4015-14-00000-522010-00000000-	C015717775	NEW CITY HALL SWITCHES	88396	07/18/2023	189,909.60
		Total Paid by Vendor					189,909.60
	US BANCORP ASSET MANAGEMENT INC	4015-13-00000-515370-00000000-	13796267	POP: 06/01/23-06/30/23 2022 CONST FUND RES 22-250	88689	07/24/2023	2,449.49
		Total Paid by Vendor					2,449.49
	Total by Fund 4015						192,359.09
4016	PEARCE CONSTRUCTION CO INC	4016-00-00000-523042-00000000-	DRAW #14	VBC NORTH HALL-PLAYHOUSE - PERIOD TO 6/30/23	88646	07/21/2023	592,299.00
		Total Paid by Vendor					592,299.00
	TECTA AMERICA SOUTHEAST LLC	4016-00-00000-523042-00000000-	DRAW #6	VBC NORTH ROOF - PERIOD TO 6/30/23	88673	07/21/2023	29,167.00
		Total Paid by Vendor					29,167.00
	Total by Fund 4016						621,466.00
4017	FISHER INSTALLATIONS LLC	4017-14-00000-523023-PHASE004-	AL20230551	BLEACHER REMOVAL AND TRANSPORT TO SANDRA MOON	88572	07/24/2023	16,431.45
		Total Paid by Vendor					16,431.45
	Total by Fund 4017						16,431.45
4018	US BANCORP ASSET MANAGEMENT INC	4018-00-00000-515370-00000000-	13796267	POP: 06/01/23-06/30/23 2022 CONST FUND RES 22-250	88689	07/24/2023	1,736.21
		Total Paid by Vendor					1,736.21
	Total by Fund 4018						1,736.21
4019	US BANCORP ASSET MANAGEMENT INC	4019-00-00000-515370-00000000-	13796267	POP: 06/01/23-06/30/23 2022 CONST FUND RES 22-250	88689	07/24/2023	2,775.71
		Total Paid by Vendor					2,775.71
	Total by Fund 4019						2,775.71
5000	REGIONS BANK	5000-00-00000-460100-00000000-	DEBT 8/1/23 2014-A	DEBT SERVICE PAYMENT - 2014A	88726	07/27/2023	(180.61)
		5000-00-00000-601000-DE2014AX-	DEBT 8/1/23 2014-A	DEBT SERVICE PAYMENT - 2014A	88726	07/27/2023	1,125,000.00
		5000-00-00000-602000-DE2014AX-	DEBT 8/1/23 2014-A	DEBT SERVICE PAYMENT - 2014A	88726	07/27/2023	572,712.50
		5000-00-00000-633000-FROM0000-	DEBT 8/1/23 2014-A	DEBT SERVICE PAYMENT - 2014A	88726	07/27/2023	(102,779.56)
		5000-00-00000-633020-FROM0000-	DEBT 8/1/23 2014-A	DEBT SERVICE PAYMENT - 2014A	88726	07/27/2023	(74,426.58)
		5000-00-00000-633040-FROM0000-	DEBT 8/1/23 2014-A	DEBT SERVICE PAYMENT - 2014A	88726	07/27/2023	(164,857.46)
		5000-00-00000-633204-FROM0000-	DEBT 8/1/23 2014-A	DEBT SERVICE PAYMENT - 2014A	88726	07/27/2023	(1,355,468.28)
		Total Paid by Vendor					0.01
	Total by Fund 5000						0.01
6000	ADEM SRF OPERATOR CERTIFICATION SECTION	6000-76-76200-515790-00000000-	19653	WASTEWATER EXAM FEE ADEM FOR JUSTIN STEWART	88553	07/20/2023	325.00
		Total Paid by Vendor					325.00
	ALL SHARPE INC	6000-76-76110-513030-00000000-	50285	COM TX 072123/50285	88557	07/24/2023	40.00
		Total Paid by Vendor					40.00
	AMANDA ELLIOTT	6000-76-76100-515370-00000000-	828	RECRUITMENT CAMPAIGN DESIGN	88734	07/27/2023	125.00
		Total Paid by Vendor					125.00
	BELLSOUTH TELECOMMUNICATIONS LLC	6000-76-76100-515070-00000000-	256 535-6412-0723	FY23 BLANKET PO ATT MAIN CENTREX FOR COH	88736	07/25/2023	64.30
		Total Paid by Vendor					64.30

BENTLEY GROUP INC	6000-76-76110-513030-00000000-	614297	R & M EQ#021868	88743	07/27/2023	3,184.22
	Total Paid by Vendor					3,184.22
BOBBY MECKS ENVIRONMENTAL SERVICES LLC	6000-76-00000-526000-00000000-	23637	ALDRIDGE CREEK BASIN PS WETWELL CLEANOUT	88573	07/24/2023	1,760.00
	6000-76-00000-526000-00000000-	23638	ALDRIDGE CREEK BASIN PS WETWELL CLEANOUT	88573	07/24/2023	2,860.00
	Total Paid by Vendor					4,620.00
CELLCO PARTNERSHIP	6000-76-76100-515070-00000000-	9939376583	FY23 BLANKET PO VERIZON SERVICES COH BY ITS	88691	07/21/2023	759.85
	Total Paid by Vendor					759.85
CINTAS	6000-76-76100-515670-00000000-	4157296105	WPC UNIFORMS JUNE 2023 (BLANKET)	88583	07/24/2023	48.64
	6000-76-76100-515670-00000000-	4161248681	WPC UNIFORMS JULY 2023 (BLANKET)	88583	07/24/2023	76.75
	6000-76-76100-515670-00000000-	4161083216	WPC UNIFORMS JULY 2023 (BLANKET)	88583	07/24/2023	37.71
	6000-76-76100-515670-00000000-	4161063038	WPC UNIFORMS JULY 2023 (BLANKET)	88583	07/24/2023	62.87
	6000-76-76100-515670-00000000-	4161356321	WPC UNIFORMS JULY 2023 (BLANKET)	88583	07/24/2023	88.31
	6000-76-76100-515670-00000000-	4161357584	WPC UNIFORMS JULY 2023 (BLANKET)	88583	07/24/2023	889.51
	6000-76-76100-515670-00000000-	4161788528	WPC UNIFORMS JULY 2023 (BLANKET)	88583	07/24/2023	62.87
	6000-76-76100-515670-00000000-	4161797780	WPC UNIFORMS JULY 2023 (BLANKET)	88583	07/24/2023	37.71
	6000-76-76100-515670-00000000-	4161926837	WPC UNIFORMS JULY 2023 (BLANKET)	88583	07/24/2023	76.75
	6000-76-76100-515670-00000000-	4162102377	WPC UNIFORMS JULY 2023 (BLANKET)	88583	07/24/2023	890.21
	6000-76-76100-515670-00000000-	4162102413	WPC UNIFORMS JULY 2023 (BLANKET)	88583	07/24/2023	88.31
	6000-76-76100-515670-00000000-	4162239278	WPC UNIFORMS JULY 2023 (BLANKET)	88583	07/24/2023	39.86
	Total Paid by Vendor					2,399.50
CORE & MAIN LP	6000-00-00000-140100-00000000-	T138963	INVENTORY	88407	07/17/2023	1,304.32
	6000-76-76250-513040-00000000-	T115695	FOR PLANT 1A DIGESTER	88589	07/18/2023	473.48
	6000-00-00000-140100-00000000-	S715167	INVENTORY	88589	07/18/2023	22,500.00
	6000-76-76370-513040-00000000-	T163301	PUMP STATIONS	88589	07/24/2023	1,550.00
	6000-00-00000-140100-00000000-	T213410	INVENTORY	88766	07/28/2023	4,050.00
	6000-00-00000-140100-00000000-	T174619	INVENTORY	88766	07/28/2023	15,000.00
	Total Paid by Vendor					44,877.80
DUTCH OIL COMPANY INC	6000-76-76110-514010-00000000-	INV-199876	FOR STATIONARY TANKS/FUELING FACILITY (BLANKET)	90001251	07/19/2023	9,575.18
	6000-76-76110-514010-00000000-	CFN-24798	FUELING TRANS DATED 071323	90001251	07/21/2023	59.77
	6000-76-76110-514010-00000000-	CFN-24815	FUELING TRANS DATED 071423	90001251	07/21/2023	97.54
	6000-76-76110-514010-00000000-	CFN-25015	FUELING TRANS DATED 071823	90001251	07/21/2023	57.80
	6000-76-76110-514010-00000000-	CFN-25015	FUELING TRANS DATED 071823	90001251	07/21/2023	127.99
	6000-76-76110-514010-00000000-	CFN-25045	FUELING TRANS DATED 072023	90001251	07/21/2023	59.06
	6000-76-76110-514010-00000000-	CFN-25045	FUELING TRANS DATED 072023	90001251	07/21/2023	72.83
	6000-76-76110-514010-00000000-	INV-199389	FOR STATIONARY TANKS/FUELING FACILITY (BLANKET)	90001251	07/24/2023	10,069.62
	Total Paid by Vendor					20,119.79
ECO-TECH INC	6000-76-00000-526000-00000000-	231453	PLIA DIGESTER (SOLE SOURCE)	88599	07/24/2023	16,910.08
	Total Paid by Vendor					16,910.08
EDDIE POSEY GARAGE LLC	6000-76-76110-513030-00000000-	35830	R & M EQ#021642	88417	07/18/2023	1,010.97
	6000-76-76110-513030-00000000-	35859	R & M EQ#030754	88773	07/27/2023	915.56
	Total Paid by Vendor					1,926.53
ESTES EQUIPMENT CO INC	6000-76-76250-513040-00000000-	202203729	ANNUAL INSPECTION & TESTING	88775	07/28/2023	1,671.00
	Total Paid by Vendor					1,671.00
FREIGHTLINER OF ARIZONA LLC	6000-76-76110-513030-00000000-	RA380008730:01	R & M EQ#030530 (OVER 25K GVWR)	88690	07/21/2023	3,283.25
	6000-76-76110-513030-00000000-	RA380008801:01	R & M EQ#030609 (OVER 25K GVWR)	88690	07/21/2023	3,181.28
	6000-76-76110-513030-00000000-	RA380008925:01	R & M EQ#030609 (OVER 25K GVWR)	88690	07/21/2023	713.44
	6000-76-76110-513030-00000000-	RA380009038:01	R & M EQ#030609 (OVER 25K GVWR)	88690	07/21/2023	1,671.49
	Total Paid by Vendor					8,849.46
GRAYBAR ELECTRIC COMPANY	6000-76-00000-526000-00000000-	9333013933	PLIA DIGESTER	88423	07/18/2023	2,277.75
	6000-76-76230-513040-00000000-	9333013936	CHASE PS UPGRADE	88423	07/18/2023	758.60
	6000-76-76200-515340-00000000-	9333081664	FOR ELECTRICIANS	88612	07/24/2023	185.60
	6000-76-00000-526000-00000000-	9333161479	CHASE SCADA	88785	07/28/2023	8,546.00
	6000-76-76250-513040-00000000-	9333161477	PLANT 1 LIGHTING OVERLOADS	88785	07/28/2023	350.80
	Total Paid by Vendor					12,118.75
HARCROS CHEMICALS INC	6000-76-76110-515060-00000000-	870108971	WESTERN AREA WWTP	88789	07/25/2023	11,953.35
	Total Paid by Vendor					11,953.35
HOMELAND ENVIRONMENTAL SOLUTIONS LLC	6000-76-76250-513040-00000000-	7868	SPRING BRANCH OILY SOLIDS REMOVAL	88619	07/24/2023	3,370.00
	Total Paid by Vendor					3,370.00
HUNTSVILLE FASTENER & SUPPLY INC	6000-76-76200-513040-00000000-	6148945	FOR MAINTENANCE REPAIRS (BLANKET)	90001300	07/28/2023	106.05
	Total Paid by Vendor					106.05
HUNTSVILLE TRACTOR & EQUIPMENT INC	6000-76-76110-513030-00000000-	PT28068	FOR MOWERS/TRACTORS AT ALDRIDGE CK & CHASE PLANTS	90001254	07/18/2023	2,054.41
	Total Paid by Vendor					2,054.41

HUNTSVILLE UTILITIES	6000-76-76210-515700-00000000-	3110100100060723	UTILITIES BLANKET (OCT 2022-SEPT 2023)	88438	07/18/2023	26,141.05
	6000-76-76220-515700-00000000-	3110100100060723	UTILITIES BLANKET (OCT 2022-SEPT 2023)	88438	07/18/2023	17,783.47
	6000-76-76230-515700-00000000-	3110100100060723	UTILITIES BLANKET (OCT 2022-SEPT 2023)	88438	07/18/2023	10,048.99
	6000-76-76250-515700-00000000-	3110100100060723	UTILITIES BLANKET (OCT 2022-SEPT 2023)	88438	07/18/2023	64,194.52
	6000-76-76260-515700-00000000-	3110100100060723	UTILITIES BLANKET (OCT 2022-SEPT 2023)	88438	07/18/2023	60,141.33
	6000-76-76370-515700-00000000-	3110100100060723	UTILITIES BLANKET (OCT 2022-SEPT 2023)	88438	07/18/2023	39,556.72
	6000-76-76380-515700-00000000-	3110100100060723	UTILITIES BLANKET (OCT 2022-SEPT 2023)	88438	07/18/2023	634.91
	Total Paid by Vendor					218,500.99
HYDRA SERVICE INC	6000-00-00000-140100-00000000-	170250	INVENTORY	90001255	07/24/2023	980.00
	Total Paid by Vendor					980.00
INDUSTRIAL CONTRACTOR SUPPLY LLC	6000-76-76200-515340-00000000-	61429	SAFETY ITEMS,POWER TOOLS/CONST (BLANKET)	88623	07/24/2023	101.99
	6000-76-76200-515340-00000000-	61471	SAFETY ITEMS,POWER TOOLS/CONST (BLANKET)	88623	07/24/2023	3,183.22
	Total Paid by Vendor					3,285.21
IRBY ELECTRICAL DISTRIBUTOR	6000-76-00000-526000-00000000-	S013364519.006	PLIA BLOWER SYSTEM (SOLE SOURCE)	88626	07/18/2023	2,366.01
	6000-76-00000-526000-00000000-	S013364519.007	PLIA BLOWER SYSTEM (SOLE SOURCE)	88804	07/25/2023	307.40
	6000-76-00000-526000-00000000-	S013001496.021	PL5 ALL SCADA PANELS (SOLE SOURCE)	88804	07/25/2023	6,505.98
	Total Paid by Vendor					9,179.39
JAMES R HALL	6000-76-76110-513030-00000000-	63459	COM TX 071823/63459	88660	07/19/2023	79.20
	6000-76-76110-513030-00000000-	63459	COM TX 071823/63459	88660	07/19/2023	250.00
	Total Paid by Vendor					329.20
JWC ENVIRONMENTAL INC	6000-76-00000-526000-00000000-	115125	SPRING BRANCH GREASE RECEIVING (SOLE SOURCE)	88806	07/26/2023	12,623.52
	6000-76-00000-526000-00000000-	CM-115125	CREDIT FOR INV# 115125	88806	07/26/2023	(485.52)
	Total Paid by Vendor					12,138.00
LIMESTONE COUNTY WATER AND SEWER AUTHORITY	6000-76-76370-515700-00000000-	44769-0723	LIFT STATION UTILITIES (BLANKET)	88634	07/18/2023	26.00
MADISON COUNTY AUTO PARTS INC	Total Paid by Vendor					26.00
	6000-76-76110-513030-00000000-	248304	AUTO PARTS (BLANKET)	88462	07/18/2023	403.84
	6000-76-76110-513030-00000000-	248525	AUTO PARTS (BLANKET)	88636	07/24/2023	594.41
	6000-76-76110-513030-00000000-	248602	AUTO PARTS (BLANKET)	88813	07/26/2023	501.05
	6000-76-76110-513030-00000000-	248330	NAPA TRX DATE 071723	88813	07/27/2023	4.88
	6000-76-76110-513030-00000000-	248330	NAPA TRX DATE 071723	88813	07/27/2023	27.43
	6000-76-76110-513030-00000000-	248330	NAPA TRX DATE 071723	88813	07/27/2023	80.45
	6000-76-76110-513030-00000000-	248330	NAPA TRX DATE 071723	88813	07/27/2023	80.90
	6000-76-76110-513030-00000000-	248330	NAPA TRX DATE 071723	88813	07/27/2023	138.37
	6000-76-76110-513030-00000000-	248375	NAPA TRX DATE 071823	88813	07/27/2023	3.16
	6000-76-76110-513030-00000000-	248375	NAPA TRX DATE 071823	88813	07/27/2023	4.30
	6000-76-76110-513030-00000000-	248375	NAPA TRX DATE 071823	88813	07/27/2023	14.66
	6000-76-76110-513030-00000000-	248375	NAPA TRX DATE 071823	88813	07/27/2023	15.86
	6000-76-76110-513030-00000000-	248487	NAPA TRX DATE 072023	88813	07/27/2023	6.32
	6000-76-76110-513030-00000000-	248487	NAPA TRX DATE 072023	88813	07/27/2023	16.70
	6000-76-76110-513030-00000000-	248487	NAPA TRX DATE 072023	88813	07/27/2023	17.52
	6000-76-76110-513030-00000000-	248487	NAPA TRX DATE 072023	88813	07/27/2023	26.20
	6000-76-76110-513030-00000000-	248487	NAPA TRX DATE 072023	88813	07/27/2023	114.08
	6000-76-76110-513030-00000000-	248596	NAPA TRX DATE 072423	88813	07/27/2023	4.30
	6000-76-76110-513030-00000000-	248642	NAPA TRX DATE 072523	88813	07/27/2023	3.16
	6000-76-76110-513030-00000000-	248642	NAPA TRX DATE 072523	88813	07/27/2023	14.68
	6000-76-76110-513030-00000000-	248642	NAPA TRX DATE 072523	88813	07/27/2023	17.52
	6000-76-76110-513030-00000000-	248642	NAPA TRX DATE 072523	88813	07/27/2023	33.51
	6000-76-76110-513030-00000000-	248642	NAPA TRX DATE 072523	88813	07/27/2023	43.39
	6000-76-76110-513030-00000000-	248642	NAPA TRX DATE 072523	88813	07/27/2023	52.45
	6000-76-76110-513030-00000000-	248642	NAPA TRX DATE 072523	88813	07/27/2023	65.42
	6000-76-76110-513030-00000000-	248642	NAPA TRX DATE 072523	88813	07/27/2023	65.86
	6000-76-76110-513030-00000000-	248642	NAPA TRX DATE 072523	88813	07/27/2023	96.12
	6000-76-76110-513030-00000000-	248642	NAPA TRX DATE 072523	88813	07/27/2023	210.44
	Total Paid by Vendor					2,656.98
MADISON COUNTY WATER DEPT	6000-76-76370-515700-00000000-	01098317-00 070823	UTILITIES - WATER MAY 2023-SEPT 2023 (BLANKET)	88464	07/18/2023	10.92
MAXIM CRANE WORKS LP	Total Paid by Vendor					10.92
	6000-76-76250-513040-00000000-	57101700	PL6 BIG COVE - CRANE BLANKET	88469	07/18/2023	500.00
	6000-76-76370-513040-00000000-	57101717	565 PS CRANE (BLANKET)	88469	07/18/2023	1,012.50
	6000-76-76250-513040-00000000-	57101718	PL6 BIG COVE - CRANE BLANKET	88469	07/18/2023	640.00
MCGRIFF TIRE CO INC	Total Paid by Vendor					2,152.50
	6000-76-76110-513030-00000000-	4660054695	EMERGENCY R & M EQ#022054	90001260	07/21/2023	392.64
	6000-76-76110-513030-00000000-	4660055004	EMERGENCY R & M EQ#021673	90001260	07/21/2023	231.29

	Total Paid by Vendor					623.93
MOBILE COMMUNICATIONS AMERICA INC	6000-76-76110-513030-00000000-	762005881-1	FOR MAINTENANCE TRUCKS	90001261	07/21/2023	576.00
	Total Paid by Vendor					576.00
OSBORN CONCRETE CUTTING	6000-76-76200-513040-00000000-	19638	FOR WWTP (BLANKET)	90001224	07/18/2023	1,080.00
	6000-76-76300-516030-00000000-	19660	POINT REPAIR (BLANKET)	90001263	07/24/2023	525.00
	Total Paid by Vendor					1,605.00
P & H SUPPLY CO INC	6000-00-00000-140100-00000000-	3890	INVENTORY	88645	07/24/2023	490.00
	Total Paid by Vendor					490.00
PCARD PAYMENTS	6000-76-76200-515340-00000000-	317693	OPERATIONS PLANT 2	PCard	07/17/2023	43.94
	6000-76-76300-515340-00000000-	317694	FOR SEWER CONSTRUCTION	PCard	07/17/2023	68.32
	6000-76-76200-515340-00000000-	317703	FOR MAINTENANCE/WAREHOUSE, NOT AVAIL AT BID VENDOR	PCard	07/18/2023	160.46
	6000-76-76110-513030-00000000-	317708	NEEDED IMMEDIATELY, NOT AVAIL ON BID, R & M EQ#050	PCard	07/18/2023	3.99
	6000-76-76200-515340-00000000-	318619	NEED IMMEDIATELY FOR WAREHOUSE, NOT AVAIL AT BID V	PCard	07/19/2023	11.96
	6000-76-76110-513030-00000000-	318626	NEEDED IMMEDIATELY R & M EQ#050546	PCard	07/19/2023	128.58
	6000-76-76200-515340-00000000-	318638	FOR MAINTENANCE	PCard	07/20/2023	145.86
	6000-76-76110-513030-00000000-	318639	FOR SEWER CONSTRUCTION, NEEDED IMMEDIATELY	PCard	07/20/2023	64.90
	6000-76-76200-515340-00000000-	318640	FOR SEWER MAINTENANCE	PCard	07/20/2023	58.60
	6000-76-76300-515790-00000000-	318650	TRAINING MANUALS	PCard	07/21/2023	1,000.00
	Total Paid by Vendor					1,686.61
PRO-AIR SERVICES INC	6000-76-76260-513010-00000000-	100869	REPAIR 733 LANDESS CIRCLE	88489	07/18/2023	748.00
	Total Paid by Vendor					748.00
RED RIVER SPECIALTIES INC	6000-00-00000-140100-00000000-	821122	INVENTORY	88836	07/27/2023	2,520.00
	Total Paid by Vendor					2,520.00
REGIONS BANK	6000-00-00000-601000-DE2014AX-	DEBT 8/1/23 2014-A	DEBT SERVICE PAYMENT - 2014A	88726	07/27/2023	955,000.00
	6000-00-00000-602000-DE2014AX-	DEBT 8/1/23 2014-A	DEBT SERVICE PAYMENT - 2014A	88726	07/27/2023	211,750.00
	Total Paid by Vendor					1,166,750.00
RELIABILITY POINT LLC	6000-76-76200-515340-00000000-	17684	TVI CAMERA/TRACTOR REPAIR (SOLE SOURCE)	88659	07/21/2023	8,332.78
	Total Paid by Vendor					8,332.78
RUBBER AND GASKET COMPANY OF AMERICA INC (RGA)	6000-76-76200-513040-00000000-	L40206-001	HOSE REPAIRS (BLANKET)	88663	07/24/2023	96.78
	Total Paid by Vendor					96.78
SANSOM EQUIPMENT COMPANY INC	6000-76-76110-513030-00000000-	P01632	R & M EQ#030539 (SOLE SOURCE)	88665	07/21/2023	907.29
	Total Paid by Vendor					907.29
SERPENTIX CONVEYOR	6000-76-00000-526000-00000000-	22732	ROME RD PS IMPROVEMENTS (SOLE SOURCE)	88852	07/25/2023	49,125.00
	Total Paid by Vendor					49,125.00
SHARP COMMUNICATION INC.	6000-76-76100-515070-00000000-	80111586	SMART RADIOS (BLANKET) (SOLE SOURCE)	88504	07/17/2023	126.78
	Total Paid by Vendor					126.78
SOUTHEASTERN TRUCK BODY & EQUIPMENT INC	6000-76-76110-513030-00000000-	29685	FOR MAINTENANCE VAN	90001318	07/26/2023	1,092.88
	Total Paid by Vendor					1,092.88
STAPLES INC	6000-76-76200-515340-00000000-	3542726586	KERRI BEVILACQUA/1800 VERMONT RD/2568833722	90001271	07/21/2023	248.44
	6000-76-76200-515340-00000000-	3543162926	KERRI BEVILACQUA/1800 VERMONT RD/2568833722	90001271	07/24/2023	196.99
	Total Paid by Vendor					445.43
T & V CLEANING SERVICES, LLC	6000-76-76100-515370-00000000-	002-062723	WPC JANITORIAL SVCS FY2023 (BLANKET PO)	90001273	07/24/2023	2,059.33
	Total Paid by Vendor					2,059.33
THE BANK OF NEW YORK MELLON	6000-00-00000-601000-DE2011SX-	DEBT 8/1/23 2011 SRF	DEBT SERVICE PAYMENT - 2011 SRF	88728	07/27/2023	105,000.00
	6000-00-00000-602000-DE2011SX-	DEBT 8/1/23 2011 SRF	DEBT SERVICE PAYMENT - 2011 SRF	88728	07/27/2023	17,690.00
	Total Paid by Vendor					122,690.00
THOMPSON TRACTOR COMPANY INC	6000-76-76110-513030-00000000-	SPI01276572	R & M EQ# 050592	88521	07/18/2023	2,519.55
	Total Paid by Vendor					2,519.55
UNIVAR USA	6000-76-76110-515060-00000000-	51320287	SPRING BRANCH-PLANT 1	88688	07/21/2023	14,370.76
	6000-76-76110-515060-00000000-	51333938	SPRING BRANCH-PLANT 1	88874	07/27/2023	14,323.83
	Total Paid by Vendor					28,694.59
VULCAN INC	6000-76-76200-515340-00000000-	R34550	TO LABEL PALLETS OUTSIDE OF WAREHOUSE	88692	07/24/2023	433.50
	Total Paid by Vendor					433.50
VULCAN MATERIALS CO	6000-76-76300-516030-00000000-	51381008	POINT REPAIR (BLANKET)	90001278	07/21/2023	483.74
	6000-76-76300-516030-00000000-	51381009	POINT REPAIR (BLANKET)	90001278	07/21/2023	841.54
	6000-76-76300-516030-00000000-	51381010	POINT REPAIR (BLANKET)	90001278	07/21/2023	230.69
	6000-76-76300-516030-00000000-	51384689	POINT REPAIR (BLANKET)	90001326	07/26/2023	272.29
	Total Paid by Vendor					1,828.26
WAR PARTS AND EQUIPMENT	6000-76-76110-513030-00000000-	12782	BLADE SCRAPERS FOR BUCKETS	88693	07/21/2023	1,127.25
	Total Paid by Vendor					1,127.25
WELTRANS INC	6000-76-76260-513040-00000000-	3001	PL4 MIXER (SOLE SOURCE)	88539	07/18/2023	1,301.10
	Total Paid by Vendor					1,301.10

	WINSUPPLY HUNTSVILLE AL CO.	6000-76-76200-515340-00000000-	052112 01	PLUMBING SUPPLIES (BLANKET)	88882	07/27/2023	70.53
		6000-76-76200-515340-00000000-	052519 01	PLUMBING SUPPLIES (BLANKET)	88882	07/27/2023	22.90
		6000-76-76200-515340-00000000-	053463 01	PLUMBING SUPPLIES (BLANKET)	88882	07/27/2023	79.72
		Total Paid by Vendor					173.15
	Total by Fund 6000						1,780,687.49
6010	HUNTSVILLE FENCE COMPANY	6010-76-00000-526000-00000000-	COHBF72523	BOEING FENCE	88798	07/27/2023	2,045.00
		Total Paid by Vendor					2,045.00
	WENDY RENEE WALDREP	6010-76-00000-526000-00000000-	7062023	WPC WWTP OPERATOR PREPARATORY COURSE	88695	07/21/2023	3,150.00
		6010-76-00000-526000-00000000-	7062024	WPC COLLECTION SYSTEM OPERATOR PREP COURSE	88695	07/21/2023	1,650.00
	Total by Fund 6010						4,800.00
							6,845.00
6020	BOBBY MEEKS ENVIRONMENTAL SERVICES LLC	6020-76-00000-526000-00000000-	23636	PS #2, #11, #6 & #60 WET WELL CLEAN OUT	88573	07/24/2023	1,980.00
		Total Paid by Vendor					1,980.00
	GRAYBAR ELECTRIC COMPANY	6020-76-00000-526000-00000000-	9333161476	PERIMETER PKWY LS	88785	07/28/2023	4,976.00
		Total Paid by Vendor					4,976.00
	HYDRA SERVICE INC	6020-76-00000-526000-00000000-	169984	BIG COVE STATION REPAIR (SOLE SOURCE)	90001218	07/18/2023	16,247.32
		6020-76-00000-526000-00000000-	170224	MOORESVILLE HARLEY PS (SOLE SOURCE)	90001255	07/24/2023	18,665.73
	Total by Fund 6020						34,913.05
							41,869.05
6030	COWIN EQUIPMENT CO INC	6030-71-00000-526000-00000000-	RSA028688 10	OLD 431/BERKLEY SS	88768	07/28/2023	9,500.00
		Total Paid by Vendor					9,500.00
	WILMER & LEE PA	6030-71-00000-526000-00000000-	225536004	VARIOUS PROJECTS-LEGAL SERVICES (BLANKET)	88697	07/21/2023	1,136.50
		Total Paid by Vendor					1,136.50
	Total by Fund 6030						10,636.50
6040	CORE & MAIN LP	6040-71-00000-526000-00000000-	T055220	OLD 431/MEADOWS GRAVITY SEWER	88589	07/18/2023	17,212.80
		6040-71-00000-526000-00000000-	T186209	MLK/PULASKI PIKE SANITARY SEWER	88589	07/24/2023	8,667.09
		6040-71-00000-526000-00000000-	T003193	MLK/PULASKI PIKE SANITARY SEWER	88589	07/24/2023	16,973.43
		Total Paid by Vendor					42,853.32
	HYDRA SERVICE INC	6040-71-00000-526000-00000000-	170040	COBB ROAD PROJECT (BLANKET)	90001218	07/18/2023	1,998.00
		Total Paid by Vendor					1,998.00
	MCCORD CONSTRUCTION	6040-00-00000-220400-00000000-	2190	22371 - MLK JR. - FINAL RET	90001259	07/18/2023	6,498.63
		6040-00-00000-220400-00000000-	2191	22371 - PRATT SWR SERVICE - FINAL RET	90001259	07/18/2023	563.87
	Total by Fund 6040						7,062.50
							700.00
	OSBORN CONCRETE CUTTING	6040-71-00000-526000-00000000-	19634	BOEING SS (BLANKET)	90001224	07/18/2023	700.00
		Total Paid by Vendor					700.00
	UNITED RENTALS NORTH AMERICA INC	6040-71-00000-526000-00000000-	221433927-001	PULASKI PIKE GRAVITY SEWER IMPROVEMENTS	88873	07/27/2023	3,292.68
		Total Paid by Vendor					3,292.68
	VULCAN MATERIALS CO	6040-71-00000-526000-00000000-	51381007	PULASKI PIKE GRAVITY SEWER IMPROVEMENTS (BLANKET)	90001278	07/21/2023	9,892.72
		6040-71-00000-526000-00000000-	51384688	PULASKI PIKE GRAVITY SEWER IMPROVEMENTS (BLANKET)	90001326	07/26/2023	5,999.49
	Total by Fund 6040						15,892.21
							71,798.71
6050	CORE & MAIN LP	6050-76-00000-526000-00000000-	T163974	WESTERN AREA WWTP-FITTINGS	88589	07/24/2023	15,040.00
		6050-76-00000-526000-00000000-	T183927	WESTERN AREA WWTP	88589	07/24/2023	75,377.70
	US BANCORP ASSET MANAGEMENT INC	Total Paid by Vendor					90,417.70
		6050-00-00000-515370-00000000-	13796267	POP: 06/01/23-06/30/23 2022 CONST FUND RES 22-250	88689	07/24/2023	1,940.77
	Total by Fund 6050						1,940.77
							92,358.47
6200	DUTCH OIL COMPANY INC	6200-55-55200-514010-00000000-	CFN-24780	FUELING TRANS DATED 071223	90001251	07/21/2023	4,456.01
		6200-55-55200-514010-00000000-	CFN-24798	FUELING TRANS DATED 071323	90001251	07/21/2023	3,098.22
		6200-55-55200-514010-00000000-	CFN-24815	FUELING TRANS DATED 071423	90001251	07/21/2023	110.13
		6200-55-55200-514010-00000000-	CFN-24997	FUELING TRANS DATED 071723	90001251	07/21/2023	3,453.02
	FREDDIE LOUIS AUTO ACCESSORIES INC	6200-55-55200-514010-00000000-	CFN-25015	FUELING TRANS DATED 071823	90001251	07/21/2023	3,872.97
		6200-55-55200-514010-00000000-	CFN-25028	FUELING TRANS DATED 071923	90001251	07/21/2023	4,216.78
		6200-55-55200-514010-00000000-	CFN-25045	FUELING TRANS DATED 072023	90001251	07/21/2023	3,060.42
		Total Paid by Vendor					22,267.55
	FREDDIE LOUIS AUTO ACCESSORIES INC	6200-55-55200-513030-00000000-	36459FL	COM TX 072123/36459FL	88607	07/24/2023	25.00
		6200-55-55200-513030-00000000-	36459FL	COM TX 072123/36459FL	88607	07/24/2023	70.00
		6200-55-55200-513030-00000000-	36459FL	COM TX 072123/36459FL	88607	07/24/2023	100.00
		6200-55-55200-513030-00000000-	36757FL	COM TX 072123/36757FL	88607	07/24/2023	12.50
		6200-55-55200-513030-00000000-	36757FL	COM TX 072123/36757FL	88607	07/24/2023	40.00
		6200-55-55200-513030-00000000-	36758FL	COM TX 072123/36758FL	88607	07/24/2023	100.00
		6200-55-55200-513030-00000000-	36759FL	COM TX 072123/36759FL	88607	07/24/2023	100.00

	Total Paid by Vendor					447.50
FREIGHTLINER OF ARIZONA LLC	6200-55-55200-513030-00000000-	RA380009107:01	COM TX 072123/RA380009107:01	88690	07/24/2023	49.14
	6200-55-55200-513030-00000000-	RA380009107:01	COM TX 072123/RA380009107:01	88690	07/24/2023	409.50
	6200-55-55200-513030-00000000-	RA380009107:01	COM TX 072123/RA380009107:01	88690	07/24/2023	679.99
	Total Paid by Vendor					1,138.63
HOME DEPOT USA INC	6200-55-55200-515340-00000000-	753544444	JANITORAL SUPPLIES FOR SANITATION	88432	07/17/2023	77.60
	6200-55-55200-515340-00000000-	755469251	JANITORAL SUPPLIES FOR SANITATION	88618	07/19/2023	36.60
	6200-55-55200-515340-00000000-	754025146	JANITORAL SUPPLIES FOR SANITATION	88618	07/19/2023	221.66
	Total Paid by Vendor					335.86
JAMES R HALL	6200-55-55200-513030-00000000-	62969	COM TX 072423/62969	88845	07/27/2023	78.00
	6200-55-55200-513030-00000000-	62969	COM TX 072423/62969	88845	07/27/2023	250.00
	6200-55-55200-513030-00000000-	63462	COM TX 072423/63462	88845	07/27/2023	64.80
	Total Paid by Vendor					250.00
KELLYS TIRE SERVICE	6200-55-55200-513030-00000000-	238215	COM TX 072123/238215	90001258	07/24/2023	35.00
	Total Paid by Vendor					35.00
KENWORTH OF HUNTSVILLE	6200-55-55200-513030-00000000-	0640647537	COM TX 072423/0640647537	88870	07/27/2023	202.27
	6200-55-55200-513030-00000000-	0640647537	COM TX 072423/0640647537	88870	07/27/2023	1,754.50
	6200-55-55200-513030-00000000-	0640647537	COM TX 072423/0640647537	88870	07/27/2023	2,848.69
	Total Paid by Vendor					140.43
MACHINE TECHNOLOGY LLC	6200-55-55200-513030-00000000-	55	COM TX 072123/55	88635	07/24/2023	150.00
	6200-55-55200-513030-00000000-	55	COM TX 072123/55	88635	07/24/2023	600.00
	6200-55-55200-513030-00000000-	55	COM TX 072123/55	88635	07/24/2023	1,200.00
	Total Paid by Vendor					225.00
MADISON COUNTY AUTO PARTS INC	6200-55-55200-513030-00000000-	248275	NAPA TRX DATE 071423	88462	07/17/2023	3.16
	6200-55-55200-513030-00000000-	248275	NAPA TRX DATE 071423	88462	07/17/2023	3.76
	6200-55-55200-513030-00000000-	248275	NAPA TRX DATE 071423	88462	07/17/2023	14.96
	Total Paid by Vendor					17.66
MADISON COUNTY AUTO PARTS INC	6200-55-55200-513030-00000000-	248275	NAPA TRX DATE 071423	88462	07/17/2023	21.62
	6200-55-55200-513030-00000000-	248275	NAPA TRX DATE 071423	88462	07/17/2023	25.00
	6200-55-55200-513030-00000000-	248275	NAPA TRX DATE 071423	88462	07/17/2023	43.39
	Total Paid by Vendor					48.71
MADISON COUNTY AUTO PARTS INC	6200-55-55200-513030-00000000-	248275	NAPA TRX DATE 071423	88462	07/17/2023	56.93
	6200-55-55200-513030-00000000-	248275	NAPA TRX DATE 071423	88462	07/17/2023	60.43
	6200-55-55200-513030-00000000-	248275	NAPA TRX DATE 071423	88462	07/17/2023	70.53
	Total Paid by Vendor					79.86
MADISON COUNTY AUTO PARTS INC	6200-55-55200-513030-00000000-	248275	NAPA TRX DATE 071423	88462	07/17/2023	101.87
	6200-55-55200-513030-00000000-	248275	NAPA TRX DATE 071423	88462	07/17/2023	111.14
	6200-55-55200-513030-00000000-	248275	NAPA TRX DATE 071423	88462	07/17/2023	142.63
	Total Paid by Vendor					147.20
MADISON COUNTY AUTO PARTS INC	6200-55-55200-513030-00000000-	248275	NAPA TRX DATE 071423	88462	07/17/2023	244.87
	6200-55-55200-513030-00000000-	248275	NAPA TRX DATE 071423	88462	07/17/2023	441.98
	6200-55-55200-513030-00000000-	248275	NAPA TRX DATE 071423	88462	07/17/2023	475.29
	Total Paid by Vendor					4.30
MADISON COUNTY AUTO PARTS INC	6200-55-55200-513030-00000000-	248330	NAPA TRX DATE 071723	88813	07/27/2023	5.94
	6200-55-55200-513030-00000000-	248330	NAPA TRX DATE 071723	88813	07/27/2023	6.32
	6200-55-55200-513030-00000000-	248330	NAPA TRX DATE 071723	88813	07/27/2023	9.58
	Total Paid by Vendor					12.72
MADISON COUNTY AUTO PARTS INC	6200-55-55200-513030-00000000-	248330	NAPA TRX DATE 071723	88813	07/27/2023	12.83
	6200-55-55200-513030-00000000-	248330	NAPA TRX DATE 071723	88813	07/27/2023	14.99
	6200-55-55200-513030-00000000-	248330	NAPA TRX DATE 071723	88813	07/27/2023	15.74
	Total Paid by Vendor					19.52
MADISON COUNTY AUTO PARTS INC	6200-55-55200-513030-00000000-	248330	NAPA TRX DATE 071723	88813	07/27/2023	40.06
	6200-55-55200-513030-00000000-	248330	NAPA TRX DATE 071723	88813	07/27/2023	50.64
	6200-55-55200-513030-00000000-	248330	NAPA TRX DATE 071723	88813	07/27/2023	57.88
	Total Paid by Vendor					61.14
MADISON COUNTY AUTO PARTS INC	6200-55-55200-513030-00000000-	248330	NAPA TRX DATE 071723	88813	07/27/2023	67.96
	6200-55-55200-513030-00000000-	248330	NAPA TRX DATE 071723	88813	07/27/2023	67.96
	6200-55-55200-513030-00000000-	248330	NAPA TRX DATE 071723	88813	07/27/2023	67.96

6200-55-55200-513030-00000000-	248330	NAPA TRX DATE 071723	88813	07/27/2023	126.54
6200-55-55200-513030-00000000-	248330	NAPA TRX DATE 071723	88813	07/27/2023	350.58
6200-55-55200-513030-00000000-	248375	NAPA TRX DATE 071823	88813	07/27/2023	4.30
6200-55-55200-513030-00000000-	248375	NAPA TRX DATE 071823	88813	07/27/2023	5.76
6200-55-55200-513030-00000000-	248375	NAPA TRX DATE 071823	88813	07/27/2023	5.93
6200-55-55200-513030-00000000-	248375	NAPA TRX DATE 071823	88813	07/27/2023	7.17
6200-55-55200-513030-00000000-	248375	NAPA TRX DATE 071823	88813	07/27/2023	12.83
6200-55-55200-513030-00000000-	248375	NAPA TRX DATE 071823	88813	07/27/2023	14.96
6200-55-55200-513030-00000000-	248375	NAPA TRX DATE 071823	88813	07/27/2023	44.16
6200-55-55200-513030-00000000-	248447	NAPA TRX DATE 071923	88813	07/27/2023	22.02
6200-55-55200-513030-00000000-	248447	NAPA TRX DATE 071923	88813	07/27/2023	22.82
6200-55-55200-513030-00000000-	248447	NAPA TRX DATE 071923	88813	07/27/2023	33.94
6200-55-55200-513030-00000000-	248447	NAPA TRX DATE 071923	88813	07/27/2023	41.13
6200-55-55200-513030-00000000-	248447	NAPA TRX DATE 071923	88813	07/27/2023	43.77
6200-55-55200-513030-00000000-	248447	NAPA TRX DATE 071923	88813	07/27/2023	66.09
6200-55-55200-513030-00000000-	248447	NAPA TRX DATE 071923	88813	07/27/2023	86.02
6200-55-55200-513030-00000000-	248447	NAPA TRX DATE 071923	88813	07/27/2023	110.85
6200-55-55200-513030-00000000-	248447	NAPA TRX DATE 071923	88813	07/27/2023	235.78
6200-55-55200-513030-00000000-	248447	NAPA TRX DATE 071923	88813	07/27/2023	433.70
6200-55-55200-513030-00000000-	248447	NAPA TRX DATE 071923	88813	07/27/2023	538.22
6200-55-55200-513030-00000000-	248447	NAPA TRX DATE 071923	88813	07/27/2023	641.70
6200-55-55200-513030-00000000-	248487	NAPA TRX DATE 072023	88813	07/27/2023	4.76
6200-55-55200-513030-00000000-	248487	NAPA TRX DATE 072023	88813	07/27/2023	22.02
6200-55-55200-513030-00000000-	248487	NAPA TRX DATE 072023	88813	07/27/2023	43.77
6200-55-55200-513030-00000000-	248487	NAPA TRX DATE 072023	88813	07/27/2023	46.32
6200-55-55200-513030-00000000-	248487	NAPA TRX DATE 072023	88813	07/27/2023	48.65
6200-55-55200-513030-00000000-	248487	NAPA TRX DATE 072023	88813	07/27/2023	56.40
6200-55-55200-513030-00000000-	248487	NAPA TRX DATE 072023	88813	07/27/2023	90.36
6200-55-55200-513030-00000000-	248487	NAPA TRX DATE 072023	88813	07/27/2023	92.57
6200-55-55200-513030-00000000-	248487	NAPA TRX DATE 072023	88813	07/27/2023	191.85
6200-55-55200-513030-00000000-	248487	NAPA TRX DATE 072023	88813	07/27/2023	482.55
6200-55-55200-513030-00000000-	248535	NAPA TRX DATE 072123	88813	07/27/2023	3.16
6200-55-55200-513030-00000000-	248535	NAPA TRX DATE 072123	88813	07/27/2023	4.30
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6200-55-55200-513030-00000000-	248642	NAPA TRX DATE 072523	88813	07/27/2023	15.07
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6200-55-55200-513030-00000000-	248642	NAPA TRX DATE 072523	88813	07/27/2023	20.00
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6200-55-55200-513030-00000000-	248642	NAPA TRX DATE 072523	88813	07/27/2023	42.14
6200-55-55200-513030-00000000-	248642	NAPA TRX DATE 072523	88813	07/27/2023	43.52
6200-55-55200-513030-00000000-	248642	NAPA TRX DATE 072523	88813	07/27/2023	64.81
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6200-55-55200-513030-00000000-	248690	NAPA TRX DATE 072623	88813	07/27/2023	4.76
6200-55-55200-513030-00000000-	248690	NAPA TRX DATE 072623	88813	07/27/2023	6.65
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6200-55-55200-513030-00000000-	248690	NAPA TRX DATE 072623	88813	07/27/2023	12.97
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6200-55-55200-513030-00000000-	248690	NAPA TRX DATE 072623	88813	07/27/2023	35.46
6200-55-55200-513030-00000000-	248690	NAPA TRX DATE 072623	88813	07/27/2023	41.02
6200-55-55200-513030-00000000-	248690	NAPA TRX DATE 072623	88813	07/27/2023	42.28
6200-55-55200-513030-00000000-	248690	NAPA TRX DATE 072623	88813	07/27/2023	43.52
6200-55-55200-513030-00000000-	248690	NAPA TRX DATE 072623	88813	07/27/2023	49.44
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Total Paid by Vendor					12,904.52
6200-55-55200-513030-00000000-	4660054927	COM TX 072123/4660054927	90001260	07/24/2023	50.00
Total Paid by Vendor					50.00
6200-55-55200-513030-00000000-	4230002934	COM TX 071923/4230002934	90001247	07/21/2023	28.00
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6200-55-55200-513030-00000000-	4230002552	COM TX 072123/4230002552	90001247	07/24/2023	38.00
6200-55-55200-513030-00000000-	4230002552	COM TX 072123/4230002552	90001247	07/24/2023	75.00
6200-55-55200-513030-00000000-	4230002554	COM TX 072123/4230002554	90001247	07/24/2023	28.00
6200-55-55200-513030-00000000-	4230002554	COM TX 072123/4230002554	90001247	07/24/2023	33.00
6200-55-55200-513030-00000000-	4230002554	COM TX 072123/4230002554	90001247	07/24/2023	75.00
6200-55-55200-513030-00000000-	4230002555	COM TX 072123/4230002555	90001247	07/24/2023	33.00
6200-55-55200-513030-00000000-	4230002556	COM TX 072123/4230002556	90001247	07/24/2023	33.00
6200-55-55200-513030-00000000-	4230002556	COM TX 072123/4230002556	90001247	07/24/2023	75.00
6200-55-55200-513030-00000000-	4230002557	COM TX 072123/4230002557	90001247	07/24/2023	33.00
6200-55-55200-513030-00000000-	4230002557	COM TX 072123/4230002557	90001247	07/24/2023	56.00
6200-55-55200-513030-00000000-	4230002557	COM TX 072123/4230002557	90001247	07/24/2023	75.00
6200-55-55200-513030-00000000-	4230002560	COM TX 072123/4230002560	90001247	07/24/2023	28.00
6200-55-55200-513030-00000000-	4230002648	COM TX 072123/4230002648	90001247	07/24/2023	66.00
6200-55-55200-513030-00000000-	4230002648	COM TX 072123/4230002648	90001247	07/24/2023	75.00
6200-55-55200-513030-00000000-	4230002883	COM TX 072123/4230002883	90001247	07/24/2023	33.00
6200-55-55200-513030-00000000-	4230002883	COM TX 072123/4230002883	90001247	07/24/2023	75.00
6200-55-55200-513030-00000000-	4230002884	COM TX 072123/4230002884	90001247	07/24/2023	38.00
6200-55-55200-513030-00000000-	4230002884	COM TX 072123/4230002884	90001247	07/24/2023	66.00
6200-55-55200-513030-00000000-	4230002936	COM TX 072123/4230002936	90001247	07/24/2023	28.00
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	6200-55-55200-513030-00000000-	4230002937	COM TX 072123/4230002937	90001247	07/24/2023	38.00
	6200-55-55200-513030-00000000-	4230003052	COM TX 072123/4230003052	90001247	07/24/2023	35.00
	6200-55-55200-513030-00000000-	4230003052	COM TX 072123/4230003052	90001247	07/24/2023	75.00
	6200-55-55200-513030-00000000-	4230003053	COM TX 072123/4230003053	90001247	07/24/2023	33.00
	6200-55-55200-513030-00000000-	4230003053	COM TX 072123/4230003053	90001247	07/24/2023	75.00
	6200-55-55200-513030-00000000-	4230003054	COM TX 072123/4230003054	90001247	07/24/2023	38.00
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	6200-55-55200-513030-00000000-	4230003099	COM TX 072123/4230003099	90001247	07/24/2023	112.00
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	6200-55-55200-513030-00000000-	4230003103	COM TX 072123/4230003103	90001247	07/24/2023	28.00
	6200-55-55200-513030-00000000-	4230003103	COM TX 072123/4230003103	90001247	07/24/2023	75.00
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	6200-55-55200-513030-00000000-	4230003105	COM TX 072123/4230003105	90001247	07/24/2023	224.00
	6200-55-55200-513030-00000000-	4230003105	COM TX 072123/4230003105	90001247	07/24/2023	1,380.00
	6200-55-55200-513030-00000000-	4230003106	COM TX 072123/4230003106	90001247	07/24/2023	33.00
	6200-55-55200-513030-00000000-	4230003107	COM TX 072123/4230003107	90001247	07/24/2023	56.00
	6200-55-55200-513030-00000000-	4230003107	COM TX 072123/4230003107	90001247	07/24/2023	66.00
	6200-55-55200-513030-00000000-	4230003108	COM TX 072123/4230003108	90001247	07/24/2023	84.00
	6200-55-55200-513030-00000000-	4230003209	COM TX 072123/4230003209	90001247	07/24/2023	28.00
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SERVICEWEAR APPAREL	6200-55-55200-515670-00000000-	0052457205	UNIFORMS- PWS SANITATION (BLANKET)	90001315	07/28/2023	90.75
	6200-55-55200-515670-00000000-	0052480359	UNIFORMS- PWS SANITATION (BLANKET)	90001315	07/28/2023	50.68
	6200-55-55200-515670-00000000-	0052480360	UNIFORMS- PWS SANITATION (BLANKET)	90001315	07/28/2023	70.70
	6200-55-55200-515670-00000000-	0052480368	UNIFORMS- PWS SANITATION (BLANKET)	90001315	07/28/2023	72.86
	6200-55-55200-515670-00000000-	0052480369	UNIFORMS- PWS SANITATION (BLANKET)	90001315	07/28/2023	99.65
	6200-55-55200-515670-00000000-	0052480370	UNIFORMS- PWS SANITATION (BLANKET)	90001315	07/28/2023	37.48
	6200-55-55200-515670-00000000-	0052511021	UNIFORMS- PWS SANITATION (BLANKET)	90001315	07/28/2023	111.24
	6200-55-55200-515670-00000000-	0052511018	UNIFORMS- PWS SANITATION (BLANKET)	90001315	07/28/2023	36.43
	6200-55-55200-515670-00000000-	0052511017	UNIFORMS- PWS SANITATION (BLANKET)	90001315	07/28/2023	36.43
	6200-55-55200-515670-00000000-	0052511016	UNIFORMS- PWS SANITATION (BLANKET)	90001315	07/28/2023	36.43
	6200-55-55200-515670-00000000-	0052511015	UNIFORMS- PWS SANITATION (BLANKET)	90001315	07/28/2023	72.86
	6200-55-55200-515670-00000000-	0052511012	UNIFORMS- PWS SANITATION (BLANKET)	90001315	07/28/2023	145.72
	6200-55-55200-515670-00000000-	0052511009	UNIFORMS- PWS SANITATION (BLANKET)	90001315	07/28/2023	36.43
	6200-55-55200-515670-00000000-	0052511008	UNIFORMS- PWS SANITATION (BLANKET)	90001315	07/28/2023	36.43
	6200-55-55200-515670-00000000-	0052511007	UNIFORMS- PWS SANITATION (BLANKET)	90001315	07/28/2023	36.43
	6200-55-55200-515670-00000000-	0052511006	UNIFORMS- PWS SANITATION (BLANKET)	90001315	07/28/2023	60.27
	6200-55-55200-515670-00000000-	0052511005	UNIFORMS- PWS SANITATION (BLANKET)	90001315	07/28/2023	36.43
	6200-55-55200-515670-00000000-	0052501837	UNIFORMS- PWS SANITATION (BLANKET)	90001315	07/28/2023	38.93
	6200-55-55200-515670-00000000-	0052501836	UNIFORMS- PWS SANITATION (BLANKET)	90001315	07/28/2023	145.72
	6200-55-55200-515670-00000000-	0052501835	UNIFORMS- PWS SANITATION (BLANKET)	90001315	07/28/2023	72.86
	6200-55-55200-515670-00000000-	0052501834	UNIFORMS- PWS SANITATION (BLANKET)	90001315	07/28/2023	72.86
	6200-55-55200-515670-00000000-	0052501833	UNIFORMS- PWS SANITATION (BLANKET)	90001315	07/28/2023	36.43
	6200-55-55200-515670-00000000-	0052501832	UNIFORMS- PWS SANITATION (BLANKET)	90001315	07/28/2023	36.43
	6200-55-55200-515670-00000000-	0052501830	UNIFORMS- PWS SANITATION (BLANKET)	90001315	07/28/2023	72.86
	6200-55-55200-515670-00000000-	0052501828	UNIFORMS- PWS SANITATION (BLANKET)	90001315	07/28/2023	109.29
	6200-55-55200-515670-00000000-	0052501827	UNIFORMS- PWS SANITATION (BLANKET)	90001315	07/28/2023	72.86
	6200-55-55200-515670-00000000-	0052501825	UNIFORMS- PWS SANITATION (BLANKET)	90001315	07/28/2023	74.96
	6200-55-55200-515670-00000000-	0052501818	UNIFORMS- PWS SANITATION (BLANKET)	90001315	07/28/2023	72.86
	6200-55-55200-515670-00000000-	0052501817	UNIFORMS- PWS SANITATION (BLANKET)	90001315	07/28/2023	96.70
	6200-55-55200-515670-00000000-	0052501816	UNIFORMS- PWS SANITATION (BLANKET)	90001315	07/28/2023	36.43
	6200-55-55200-515670-00000000-	0052501815	UNIFORMS- PWS SANITATION (BLANKET)	90001315	07/28/2023	36.43
	6200-55-55200-515670-00000000-	0052501814	UNIFORMS- PWS SANITATION (BLANKET)	90001315	07/28/2023	36.43
	6200-55-55200-515670-00000000-	0052501813	UNIFORMS- PWS SANITATION (BLANKET)	90001315	07/28/2023	72.86
	6200-55-55200-515670-00000000-	0052501812	UNIFORMS- PWS SANITATION (BLANKET)	90001315	07/28/2023	72.86
	6200-55-55200-515670-00000000-	0052501809	UNIFORMS- PWS SANITATION (BLANKET)	90001315	07/28/2023	36.43
	6200-55-55200-515670-00000000-	0052501808	UNIFORMS- PWS SANITATION (BLANKET)	90001315	07/28/2023	72.86
	6200-55-55200-515670-00000000-	0052501807	UNIFORMS- PWS SANITATION (BLANKET)	90001315	07/28/2023	25.34
	6200-55-55200-515670-00000000-	0052501806	UNIFORMS- PWS SANITATION (BLANKET)	90001315	07/28/2023	77.86

		6200-55-55200-515670-00000000-	0052491101	UNIFORMS- PWS SANITATION (BLANKET)	90001315	07/28/2023	36.43
		6200-55-55200-515670-00000000-	0052491100	UNIFORMS- PWS SANITATION (BLANKET)	90001315	07/28/2023	36.43
		6200-55-55200-515670-00000000-	0052491099	UNIFORMS- PWS SANITATION (BLANKET)	90001315	07/28/2023	99.65
		6200-55-55200-515670-00000000-	0052491098	UNIFORMS- PWS SANITATION (BLANKET)	90001315	07/28/2023	36.43
		6200-55-55200-515670-00000000-	0052491097	UNIFORMS- PWS SANITATION (BLANKET)	90001315	07/28/2023	72.86
		6200-55-55200-515670-00000000-	0052491096	UNIFORMS- PWS SANITATION (BLANKET)	90001315	07/28/2023	36.43
		6200-55-55200-515670-00000000-	0052491095	UNIFORMS- PWS SANITATION (BLANKET)	90001315	07/28/2023	36.43
		6200-55-55200-515670-00000000-	0052491094	UNIFORMS- PWS SANITATION (BLANKET)	90001315	07/28/2023	72.86
		6200-55-55200-515670-00000000-	0052491089	UNIFORMS- PWS SANITATION (BLANKET)	90001315	07/28/2023	36.43
		6200-55-55200-515670-00000000-	0052491088	UNIFORMS- PWS SANITATION (BLANKET)	90001315	07/28/2023	36.43
		6200-55-55200-515670-00000000-	0052491087	UNIFORMS- PWS SANITATION (BLANKET)	90001315	07/28/2023	36.43
		6200-55-55200-515670-00000000-	0052491085	UNIFORMS- PWS SANITATION (BLANKET)	90001315	07/28/2023	36.43
		6200-55-55200-515670-00000000-	0052480372	UNIFORMS- PWS SANITATION (BLANKET)	90001315	07/28/2023	72.86
		6200-55-55200-515670-00000000-	0052480371	UNIFORMS- PWS SANITATION (BLANKET)	90001315	07/28/2023	72.86
		6200-55-55200-515670-00000000-	0052480373	UNIFORMS- PWS SANITATION (BLANKET)	90001315	07/28/2023	78.20
		Total Paid by Vendor					3,234.64
	SPHERION STAFFING LLC	6200-55-55200-515370-00000000-	RL2993339	PWS-SANITATION BLANKET FOR TEMP SERVICES	88857	07/27/2023	516.00
		Total Paid by Vendor					516.00
	TENNESSEE VALLEY FENCE INC	6200-55-55200-513030-00000000-	C-20912	COM TX 071823/C-20912	90001275	07/19/2023	117.60
		6200-55-55200-513030-00000000-	C-20913	COM TX 071823/C-20913	90001275	07/19/2023	56.00
		6200-55-55200-513030-00000000-	C-20913	COM TX 071823/C-20913	90001275	07/19/2023	2,100.00
		6200-55-55200-513030-00000000-	C-20918	COM TX 071823/C-20918	90001275	07/19/2023	27.37
		6200-55-55200-513030-00000000-	C-20918	COM TX 071823/C-20918	90001275	07/19/2023	970.20
		Total Paid by Vendor					3,271.17
	TIMOTHY BEVERLY	6200-55-55200-513030-00000000-	42830	COM TX 072123/42830	88571	07/24/2023	100.00
		Total Paid by Vendor					100.00
	Total by Fund 6200						61,296.98
6500	REGIONS BANK	6500-00-00000-633950-TO000000-	DEBT 8/1/23 21&22PBA	DEBT SERVICE PAYMENT - 2021PBA & 2022PBA	88727	07/27/2023	391,956.58
		Total Paid by Vendor					391,956.58
	Total by Fund 6500						391,956.58
7000	BLUE CROSS AND BLUE SHIELD OF ALABAMA	7000-00-00000-425139-00000000-	HEALTH CLMS 7/10-14	7/10/23-7/14/23 HEALTH CLAIMS	90001210	07/17/2023	(215,371.62)
		7000-16-00000-517010-00000000-	HEALTH CLMS 7/10-14	7/10/23-7/14/23 HEALTH CLAIMS	90001210	07/17/2023	14.44
		7000-16-00000-517010-00000000-	HEALTH CLMS 7/10-14	7/10/23-7/14/23 HEALTH CLAIMS	90001210	07/17/2023	115,226.93
		7000-16-00000-517015-00000000-	HEALTH CLMS 7/10-14	7/10/23-7/14/23 HEALTH CLAIMS	90001210	07/17/2023	30,934.46
		7000-16-00000-517020-00000000-	HEALTH CLMS 7/10-14	7/10/23-7/14/23 HEALTH CLAIMS	90001210	07/17/2023	15,432.75
		7000-16-00000-517025-00000000-	HEALTH CLMS 7/10-14	7/10/23-7/14/23 HEALTH CLAIMS	90001210	07/17/2023	101.53
		7000-16-00000-517010-00000000-	HEALTH CLMS 7/17-21	POP: 7/17/23-7/21/23 HEALTH CLAIMS	90001248	07/25/2023	49,621.25
		7000-16-00000-517015-00000000-	HEALTH CLMS 7/17-21	POP: 7/17/23-7/21/23 HEALTH CLAIMS	90001248	07/25/2023	47,569.90
		7000-16-00000-517025-00000000-	HEALTH CLMS 7/17-21	POP: 7/17/23-7/21/23 HEALTH CLAIMS	90001248	07/25/2023	15.36
		7000-16-00000-517020-00000000-	GROUP INV DUE 9-1-23	POP: 8/1/23-9/1/23	90001249	07/25/2023	12,940.21
		Total Paid by Vendor					56,485.21
	Total by Fund 7000						56,485.21
Grand Total							14,527,266.75

VENDOR	ACCOUNT	CK NUM	CK DATE	CK RUN	CK AMT	PAYEE
1 CLAIM PAYMENTS	0001-00-00000-110004-00000000-	88576	07/25/2023	072523A	5,000.00	BUTLER AND SON LLC
	0001-00-00000-110004-00000000-	88652	07/25/2023	072523A	4,110.66	RASHEBA MCGOWAN
	0001-00-00000-110004-00000000-	88456	07/18/2023	071823A	1,331.11	LUKE STANTON GREEN
	0001-00-00000-110004-00000000-	88466	07/18/2023	071823A	3,700.00	MATTHEW J DODDS
	0001-00-00000-110004-00000000-	88467	07/18/2023	071823A	500.00	MATTHEW J MELOUN
	0001-00-00000-110004-00000000-	88468	07/18/2023	071823A	2,500.00	MATTHEW J MELOUN
	0001-00-00000-110004-00000000-	88496	07/18/2023	071823A	2,733.30	ROBIN LEA BOYETT
	0001-00-00000-110004-00000000-	88414	07/18/2023	071823A	1,083.57	DONALD H MCQUEEN
	0001-00-00000-110004-00000000-	88447	07/18/2023	071823A	95.00	JAMES ELLA TROUPE
	0001-00-00000-110004-00000000-					
2 REFUND PAYMENTS	0001-00-00000-110004-00000000-	88657	07/25/2023	072523A	56.00	RICHARD ENDERLE
	0001-00-00000-110004-00000000-	88656	07/25/2023	072523A	75.00	G & H SYSTEMS LLC
	0001-00-00000-110004-00000000-	88655	07/25/2023	072523A	880.00	A & C BUILDERS
	0001-00-00000-110004-00000000-	88654	07/25/2023	072523A	39.91	MIZZ JUJUS FOOD & BEVERAGE DISTRIBUTION, LLC
	0001-00-00000-110004-00000000-	88492	07/18/2023	071823A	10.00	TYLAN MOORE
	0001-00-00000-110004-00000000-					
3 REIMBURSEMENT PAYMENTS	0001-00-00000-110004-00000000-					
	0001-00-00000-110004-00000000-					

PRJ 7/15/23 - 7/28/23

FUND	0001	(Should only be fund "0001")
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Sum of JOURNAL AMOUNT		Column Labels	
Row Labels	DT FUND	07/28/23	Grand Total
101000	1000	\$4,136,407.71	\$4,136,407.71
101005	1005	(\$1,222,078.45)	(\$1,222,078.45)
102000	2000	\$192,971.93	\$192,971.93
102100	2100	\$48,827.41	\$48,827.41
102500	2500	\$4,458.97	\$4,458.97
103900	3900	\$26,897.21	\$26,897.21
103910	3910	\$50,481.69	\$50,481.69
103930	3930	\$41,994.25	\$41,994.25
106000	6000	\$439,333.26	\$439,333.26
106200	6200	\$296,593.06	\$296,593.06
110004	IONS	(\$4,015,887.04)	(\$4,015,887.04)
Grand Total		\$0.00	\$0.00



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/10/2023

File ID: 2023-503

RESOLUTION NO. 23 -

**RESOLUTION CONCERNING APPOINTMENT OF COMMITTEE
OR BOARD MEMBER BY THE CITY COUNCIL**

WHEREAS, a vacancy exists, or will exist, on the Beautification Board, Place 8, due to the resignation of Betty Gaylor.

NOW, THEREFORE, BE IT RESOLVED that James Cochran is hereby appointed to fill said vacancy, said appointment to become effective on August 10, 2023, and expiring on September 30, 2025.

ADOPTED this the 10th day of August, 2023.

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

APPROVED this the 10th day of August, 2023.

Mayor of the City of Huntsville, Alabama



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/10/2023

File ID: 2023-504

Department: City Council

Subject:

Type of Action: Nomination

Nomination to appoint Dr. Michael Cosgrove to the Medical Clinic Board of the City of Huntsville-1966 to fill a vacancy due to the passing of Dr. Donald Ross for the remainder of a vacant six (6) year term to expire on March 11, 2024.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

N/A

RESOLUTION NO. 23 -

**RESOLUTION CONCERNING APPOINTMENT OF COMMITTEE
OR BOARD MEMBER BY THE CITY COUNCIL**

WHEREAS, a vacancy exists, or will exist, on the Medical Clinic Board of the City of Huntsville-1966, due to the passing of Dr. Donald Ross.

NOW, THEREFORE, BE IT RESOLVED that Dr. Michael Cosgrove is hereby appointed to fill said vacancy, said partial term appointment to become effective on August 10, 2023, and expiring on March 11, 2024.

ADOPTED this the 10th day of August, 2023.

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

APPROVED this the 10th day of August, 2023.

Mayor of the City of Huntsville, Alabama



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/10/2023

File ID: 2023-505

Department: City Council

Subject:

Type of Action: Nomination

Nomination to appoint Sally Warden to the Medical Clinic Board of the City of Huntsville-1966, to the seat previously held by Alison Jacks for a six (6) year term to expire March 10, 2028

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

N/A

RESOLUTION NO. 23 -

**RESOLUTION CONCERNING APPOINTMENT OF COMMITTEE
OR BOARD MEMBER BY THE CITY COUNCIL**

WHEREAS, a vacancy exists, or will exist, on the Medical Clinic Board of the City of Huntsville-1966, due to the expiration of the term of Alison Jacks.

NOW, THEREFORE, BE IT RESOLVED that Sally Warden is hereby appointed to fill said vacancy, said appointment to become effective on August 10, 2023, and expiring on March 10, 2028.

ADOPTED this the 10th day of August, 2023.

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

APPROVED this the 10th day of August, 2023.

Mayor of the City of Huntsville, Alabama



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/10/2023

File ID: 2023-549

Department: City Council

Subject:

Type of Action: Nomination

Nomination to appoint Dr. Calame Sammons to the Museum Board of the City of Huntsville to the seat previously held by Steve Johnson for a six (6) year term to expire August 13, 2029.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

N/A

RESOLUTION NO. 23 -

**RESOLUTION CONCERNING APPOINTMENT OF COMMITTEE
OR BOARD MEMBER BY THE CITY COUNCIL**

WHEREAS, a vacancy exists, or will exist, on the Museum Board of the City of Huntsville, due to the expiration of the term of Steve Johnson.

NOW, THEREFORE, BE IT RESOLVED that Dr. Calame Sammons is hereby appointed to fill said vacancy, said appointment to become effective on August 14, 2023, and expiring on August 13, 2029.

ADOPTED this the 10th day of August, 2023.

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

APPROVED this the 10th day of August, 2023.

Mayor of the City of Huntsville, Alabama



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/10/2023

File ID: 2023-550

Department: City Council

Subject:

Type of Action: Nomination

Nomination to appoint Bobby Massey to the Madison County Department of Human Resources Board, Place 3, to the seat previously held by Carol Parham for a six (6) year term to expire August 1, 2029.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

N/A



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/10/2023

File ID: 2023-551

Department: City Council

Subject:

Type of Action: Nomination

Nomination to reappoint Donald Taylor to the MidCity Improvement District to his current seat for a six (6) year term to expire August 13, 2029.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

N/A



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/10/2023

File ID: 2023-552

Department: Huntsville Utilities

Subject:

Type of Action: Introduction

Introduction of an Ordinance amending Sec. 26-631 of the Code of Ordinance, by increasing water fee schedule. (Utilities: Water)

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: (list below)

Address: N/A

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

Additional Comments: N/A



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/10/2023

File ID: TMP-3211

Department: Huntsville Utilities

Subject:

Type of Action: Introduction

Introduction of an ordinance amending Sec. 26-631 of the Code of Ordinance, by increasing water fee schedule. (Utilities: Water)

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: (list below)

Address: N/A

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

Additional Comments: N/A

ORDINANCE NO. 23-_____

BE IT ORDAINED, by the City Council of the City of Huntsville, Alabama, that Section 23-121 of the Code of Ordinances of the City of Huntsville, adopted May 13, 1982 and becoming effective September 1, 1982, amended by Ordinance 84-713 on November 20, 1984; amended by Ordinance 90-617 on November 20, 1990; amended by Ordinance 95-306 on May 11, 1995; amended by Ordinance 99-314 on April 8, 1999; amended by Ordinance 00-313 on April 13, 2000; amended by Ordinance 02-842 on October 10, 2002; amended by Ordinance 03-246 on April 24, 2003; amended by Ordinances 05-550 on August 11, 2005 amended by Code of Ordinances of the City of Huntsville, adopted November 20, 2007 by Ordinance 07-1125, and last amended by Code of Ordinances of the City Of Huntsville, adopted on December 20, 2012 by Ordinance 12-1019, and being entitled "SCHEDULE", is hereby amended in its entirety to read as follows:

Sec. 26-631. Schedule.

- (a) The rate charges to consumers of water by the City will be increasing for the monthly consumption beginning with the October 2023 billing cycle, and continuing thereafter. The rates for water consumed shall be as follows:

Consumer Classes	Effective October 2023
Residential- Inside and Outside City Limits	
First 3,000 gallons	\$1.80 per 1,000 gallons
Next 3,000 gallons	\$2.31 per 1,000 gallons
Next 9,000 gallons	\$2.58 per 1,000 gallons
Over 15,000 gallons	\$4.06 per 1,000 gallons
All Sprinkler	\$4.06 per 1,000 gallons

Consumer Classes	Effective October 2023
Commercial/Industrial	
Up to 1,000,000 gallons	\$2.65 per 1,000 gallons
Above 1,000,000 gallons	\$2.17 per 1,000 gallons
Wholesale/Resale	
First 5,000,000 gallons	\$2.65 per 1,000 gallons
Over 5,000,000 gallons	\$2.17 per 1,000 gallons
Supplemental/Emergency	\$6.45 per 1,000 gallons
Other	
All Sprinkler	\$4.06 per 1,000 gallons
Metered Fire Line	\$4.06 per 1,000 gallons

- (b) In addition to the above rates for water consumed, there is an availability charge that is added to the consumption charge, which charge is based on having water available to the customer or consumer for water consumed or used. In the event there is no consumption, the availability charge alone will apply. The availability charge is based on meter size, and is as follows:

Meter Size	Effective October 2023
Each 1" meter or smaller	\$16.67
Each 1½" meter	\$51.33
Each 2" meter	\$77.87
Each 3" meter	\$165.59
Each 4" meter	\$268.66

Each 6" meter	\$533.87
Each 8" meter	\$726.18
Each 10" meter	\$1,380.27
Fire Line	\$10.04 per inch
Fire Hydrant Charge	\$7.53

(c) Except for wholesale/resale supplemental and sole-source sale where water is used through a common meter, and

- (1) Where more than one house, building, or structure used for living, eating, or sleeping quarters, or in which a business occupation or profession is conducted or carried on, or
- (2) In apartment houses or buildings, or
- (3) In houses or buildings occupied by more than one family, or
- (4) In business houses or buildings where one or more persons or entities are located therein and each person or entity is engaged in a separate business or different business, or
- (5) Mobile home parks or facilities where multiple units or spaces each have a water connection, then

each separate house, building, or structure, each unit in an apartment house or building, each family in one house, each person or entity engaged in a separate business or different business in one business house or building, each space or unit in a mobile home park or facility shall be subject to the availability charge per month Sixteen and 67/100 (\$16.67) Dollars, effective October 2023, and in addition to any water consumed. If there is no consumption, the availability charge as set forth in paragraph (b) will apply.

(d) Provided further, that for residences, apartments, mobile home parks, and commercial establishments serving six (6) or more families, apartment units, separate or different businesses through a common master meter, the charge shall be \$2.31 per 1,000 gallons effective October 2023. In addition

to the above, there will be an availability charge per month of \$16.67 effective October 2023, per unit.

- (e) The City of Huntsville shall pay a monthly maintenance charge of Seven and 53/100 (\$7.53) Dollars effective October 2016, (no rate increase for October 2023) for each fire hydrant in the water system.

The rates and charges as set forth in this amendment shall become effective with meter readings on and after October 1, 2023.

ADOPTED this _____ day of _____, 2023.

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

APPROVED this _____ day of _____, 2023.

Mayor of the City of Huntsville,
Alabama



MEMORANDUM

To: Huntsville City Council

From: Wes Kelley, President & CEO

Date: August 10, 2023

Subject: Huntsville Utilities Item for City Council Agenda, August 10, 2023
Introduction of an ordinance amending Sec. 26-631 of the Code of Ordinance, by
increasing water fee schedule. (Utilities: Water)

Approval of an ordinance increasing water fee schedule for customers connected to the City of
Huntsville's water system. (Utilities: Water)



MEMORANDUM

To: City Council
From: Wes Kelley
Date: July 28, 2023
Subject: Water Rates

Huntsville Utilities' award-winning water system has been critical to Huntsville's success. With water first coming from Big Springs, then wells and the Tennessee River, Huntsville Utilities is responsible for meeting our growing community's potable water and fire protection needs.

Huntsville Utilities' water system now stretches from I-65 to Guntersville Lake. There have been a few notable periods of growth and change in this region, and we are experiencing one right now. During such periods, it's important to look ahead and understand what investments are necessary to ensure critical infrastructure keeps pace with the changes already underway and prepares us for future developments across the horizon.

For the last few years, I have shared in presentations before the Council that a water rate increase is needed, but we would forgo it until a comprehensive water master plan was in hand. That plan is now complete, and the results indicate a range of needed investments across the water system territory. In addition, the water system is also impacted by inflation, rising labor costs, and supply chain challenges pushing into financial reserves. The last time Council voted to increase water rates was in 2012.

Therefore, Huntsville Utilities, through its Waterworks Board, recommends a rate action that addresses inflationary impacts and funds improvements identified in the 20-year Water Master Plan. We will be prepared to provide a detailed presentation on the Water Master Plan and the related rate action at the August 24 Council meeting.

I appreciate your consideration of this increase to fund current and future investments in Huntsville's critical water infrastructure.



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/10/2023

File ID: 2023-553

Department: Legal

Subject:

Type of Action: Approval/Action

Ordinance authorizing the vacation of a portion of a Utility and Drainage Easement between Lots 4 & 5, The Market at Hays Farm. (SCG BR Hays Farm)

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: (list below)

Address: The Market at Hays Farm

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

Additional Comments:



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/10/2023

File ID: TMP-3221

Department: Legal

Subject:

Type of Action: Approval/Action

Ordinance authorizing the vacation of a portion of a Utility and Drainage Easement between Lots 4 & 5, The Market at Hays Farm. (SCG BR Hays Farm)

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: (list below)

Address: The Market at Hays Farm

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

Additional Comments:

ORDINANCE NO. 23-_____

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 **SCG BR Hays Farm**, 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:

PREPARED BY:
Brian P. Cain, Esq.
Holt Ney Zatzoff & Wasserman, LLP
100 Galleria Parkway, Suite 1800
Atlanta, GA 30339
(770) 956-9600

STATE OF ALABAMA
COUNTY OF MADISON

QUITCLAIM RELEASE DEED OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Ten and no/100 (\$10.00) and other good and valuable consideration, the **CITY OF HUNTSVILLE**, an Alabama municipal corporation, ("**Grantor**"), in hand paid by **SCG BR HAYS FARM, L.P.**, a Delaware limited partnership ("**Grantee**"), the receipt whereof is hereby acknowledged, Grantor does hereby remise, release, quitclaim and convey unto the said Grantee all of its right, title, interest, and claim in and to the real estate situated in the County of Madison, State of Alabama and being more particularly described in Exhibit "A" attached hereto and incorporated herein and being depicted in Exhibit "B" attached hereto and incorporated herein ("**Property**"), to-wit:

TO HAVE AND TO HOLD the same unto the said Grantee, and to its heirs, successors and assigns, so that neither Grantor, nor any other person or persons claiming under Grantor shall at any time claim or demand any right, title or interest to the aforesaid described Property.

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed by its Mayor and City Clerk, pursuant to Ordinance No: 23-, as of this 10th day of August, 2023.

CITY OF HUNTSVILLE, an Alabama municipal
corporation

By: _____
Tommy Battle, Mayor

ATTEST:

By: _____
Shaundrika Edwards, City Clerk

I, the undersigned, a Notary Public in and for said County and in said State, hereby certify that Tommy Battle and Shaundrika Edwards, whose names as Mayor and City Clerk, respectively, of the City of Huntsville, an Alabama municipal corporation, 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 Mayor and City Clerk, respectively, and with full authority, executed the same voluntarily for and as the act of the City of Huntsville.

Given under my hand and official seal this 10th day of August, 2023.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"
(Easement Being Vacated – Lot 5)

STATE OF ALABAMA
MADISON COUNTY

PART OF A 10 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT LOCATED ON LOT 5 OF THE FINAL PLAT OF THE MARKET AT HAYS FARM PHASE 4 AS RECORDED IN PLAT BOOK 2022 PAGE 177-178 IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA, LOCATED IN SECTION 31, TOWNSHIP 4 SOUTH, RANGE 1 EAST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA AND BEING MORE PRACTICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 5 OF THE FINAL PLAT OF THE MARKET AT HAYS FARM AS RECORDED IN INSTRUMENT NUMBER 2020-00044624 IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA, THENCE, NORTH 01 DEGREES 56 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 59.36 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 17 DEGREES 36 MINUTES 57 SECONDS, HAVING A RADIUS OF 217.50 FEET, AND HAVING A CHORD BEARING OF NORTH 10 DEGREES 44 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 66.61 FEET TO A POINT; THENCE, NORTH 19 DEGREES 32 MINUTES 56 SECONDS EAST FOR A DISTANCE OF 44.62 FEET TO A CAPPED IRON PIN MARKING THE OLD SOUTHWEST CORNER OF LOT 4 OF THE FINAL PLAT OF THE MARKET AT HAYS FARM AS RECORDED IN INSTRUMENT NUMBER 2020-00044624 IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA; THENCE SOUTH 35 DEGREES 13 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 6.12 FEET TO THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING, NORTH 19 DEGREES 32 MINUTES 56 SECONDS EAST FOR A DISTANCE OF 10.61 FEET TO A POINT; THENCE, NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 242.50 FEET TO A POINT; THENCE, SOUTH 00 DEGREES 39 MINUTES 23 SECONDS WEST FOR A DISTANCE OF 10.00 FEET TO A POINT; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 245.94 FEET TO THE POINT OF BEGINNING;

LOT CONTAINS 0.06 ACRES (2442 SQUARE FEET) MORE OR LESS.

Survey map of Lot 5, showing boundaries, bearings, distances, and area.

Lot 5

Boundaries and Bearings:

- North Boundary: N 0°39'23" E 10.00'
- East Boundary: EX 10.00'
- South Boundary: HAYSLAND ROAD SW (PUBLIC R.O.W. VARIES)
- West Boundary: N 1°56'00" E 59.36'

Internal Features and Measurements:

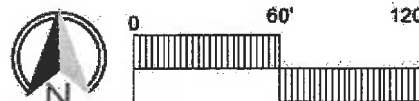
- POB (Point of Beginning): N 19°32'56" E 44.62'
- CH (Chain): N 10°44'28" E 66.61'
- Δ (Delta): 17°36'57"
- POC (Point of Commencement): SW CORNER OF LOT 5 OF THE MARKET AT HAYS FARM AS RECORDED IN INSTR. # 2020-00044624
- Area: 0.06 ACRES (2442 SQUARE FEET)
- PUDE (Point of Uniqueness): 10' PUDE


Other Labels:

- S 35°13'32" E 6.12'
- S 19°32'56" W 10.61'
- N 90°00'00" W 242.50'
- N 90°00'00" E 245.94'
- EX 10.00'
- EX 10.00'
- 10.00'

ESMN'T	EASEMENT
PUDE	PUBLIC UTILITY & DRAINAGE ESMN'T
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R.O.W	RIGHT OF WAY

_____ SUBJECT PROPERTY LINE
 _____ ADJOINER PROPERTY LINE
 _____ EASEMENT LINE



DRAWN BY: ADN	EASEMENT VACATION	
FIELD CREW: NAME	THE MARKET AT HAYS FARM PHASE 4	
FIELD DATE: 00.00.00	LOT 5 - PB 2022 PG 177-178	
OFFICE DATE: 1/28/22	CITY OF HUNTSVILLE, ALABAMA	
CHECKED BY: ASM	SECTION 31, TOWNSHIP 4 SOUTH, RANGE 1 EAST	
SHEET: 1 OF 2		
JOB NO: 2TPS21-025		

119

Ordinance No. 23-_____ (Cont.)

ADOPTED this the 10th day of August, 2023.

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

APPROVED this the 10th day of August, 2023.

Mayor of the City of
Huntsville, Alabama



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/10/2023

File ID: 2023-554

Department: Legal

Subject:

Type of Action: Approval/Action

Ordinance authorizing the vacation of a portion of a Utility and Drainage Easement, Lot 1B, The Market at Hays Farm. (Branch Hays Farm OP Associates)

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: (list below)

Address: The Market at Hays Farm

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

Additional Comments:



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/10/2023

File ID: TMP-3222

Department: Legal

Subject:

Type of Action: Approval/Action

Ordinance authorizing the vacation of a portion of a Utility and Drainage Easement, Lot 1B, The Market at Hays Farm. (Branch Hays Farm OP Associates)

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: (list below)

Address: The Market at Hays Farm

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

Additional Comments:

ORDINANCE NO. 23-_____

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 **Branch Hays Farm OP Associates, LP**, 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:

PREPARED BY:
Brian P. Cain, Esq.
Holt Ney Zetcoff & Wasserman, LLP
100 Galleria Parkway, Suite 1800
Atlanta, GA 30339
(770) 956-9600

STATE OF ALABAMA
COUNTY OF MADISON

QUITCLAIM RELEASE DEED OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Ten and no/100 (\$10.00) and other good and valuable consideration, the **CITY OF HUNTSVILLE**, an Alabama municipal corporation, ("**Grantor**"), in hand paid by **BRANCH HAYS FARM OP ASSOCIATES, LP**, a Delaware limited partnership ("**Grantee**"), the receipt whereof is hereby acknowledged, Grantor does hereby remise, release, quitclaim and convey unto the said Grantee all of its right, title, interest, and claim in and to the real estate situated in the County of Madison, State of Alabama and being more particularly described in **Exhibit "A"** attached hereto and incorporated herein and being depicted in **Exhibit "B"** attached hereto and incorporated herein ("**Property**"), to-wit:

TO HAVE AND TO HOLD the same unto the said Grantee, and to its heirs, successors and assigns, so that neither Grantor, nor any other person or persons claiming under Grantor shall at any time claim or demand any right, title or interest to the aforesaid described Property.

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed by its Mayor and City Clerk, pursuant to _____ No: _____, as of this _____ day of _____, 2023.

CITY OF HUNTSVILLE, an Alabama municipal
corporation

By: _____
Tommy Battle, Mayor

ATTEST:

By: _____
Shaundrika Edwards, City Clerk

I, the undersigned, a Notary Public in and for said County and in said State, hereby certify that Tommy Battle and Shaundrika Edwards, whose names as Mayor and City Clerk, respectively, of the City of Huntsville, an Alabama municipal corporation, 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 Mayor and City Clerk, respectively, and with full authority, executed the same voluntarily for and as the act of the City of Huntsville.

Given under my hand and official seal this _____ day of _____, 2023.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

(Easement No. 1 [Lot 1B] being Vacated)

EASEMENT 1

STATE OF ALABAMA
MADISON COUNTY

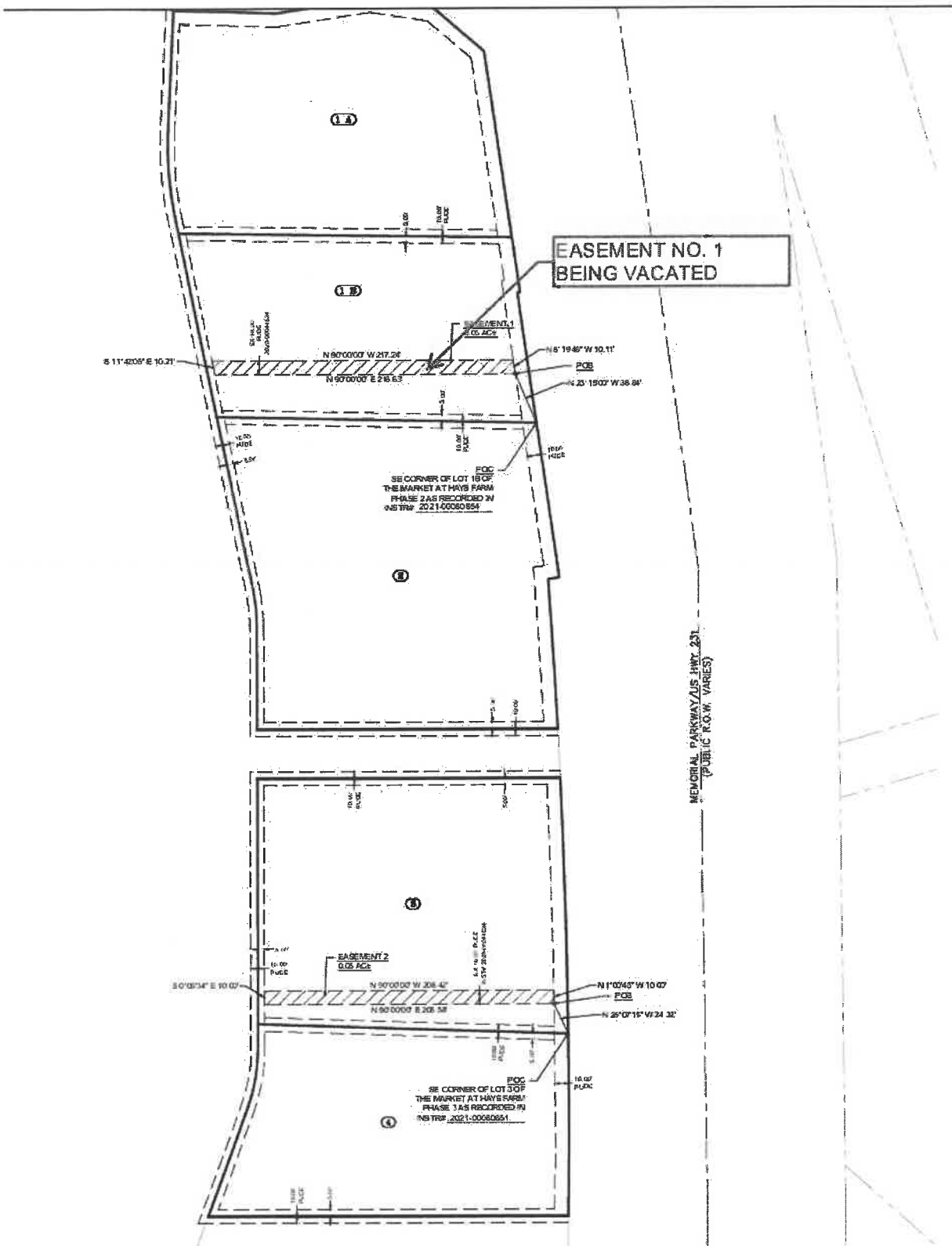
PART OF AN EASEMENT LOCATED IN SECTION 31, TOWNSHIP 4 SOUTH, RANGE 1 EAST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBES AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1B THE FINAL PLAT OF THE MARKET AT HAYS FARM PHASE 2 AS RECORDED IN INSTRUMENT NUMBER 2021-00080854 IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA, THENCE NORTH 23 DEGREES 15 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 38.84 FEET TO THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING, NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 216.63 FEET TO A POINT; THENCE, NORTH 11 DEGREES 42 MINUTES 05 SECONDS WEST FOR A DISTANCE OF 10.21 FEET TO A POINT; THENCE, NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 217.24 FEET TO A POINT; THENCE, SOUTH 08 DEGREES 19 MINUTES 46 SECONDS EAST A DISTANCE OF 10.11 FEET TO THE POINT OF BEGINNING;

CONTAINING 0.05 ACRES (2169 SQUARE FEET) MORE OR LESS.

EXHIBIT B
(Plat of Easement being Released)
(2 pages attached)



	<u>LEGEND</u>	<u>ABBREVIATIONS</u>
	CONCRETE MONUMENT FOUND	ACI
	CONCRETE MONUMENT SET TO BIRTH	OPR
	PROPERTY CORNER FOUND	OPS
	PROPERTY CORNER SET TO BIRTH	OPF
	CALCULATED POINT	CTP
	SUBJECT PROPERTY LINE	ESMT
	ADJACENT PROPERTY LINE	FFB
	BASEMENT	ML
		MBL
		MIN
		OTR
		POB
		POC
		R
		R.O.W
		RFB

EASEMENT 1

STATE OF ALABAMA
MADISON COUNTY

PART OF AN EASEMENT LOCATED IN SECTION 31 TOWNSHIP 4 SOUTH RANGE 1 WEST OF THE HANTSVILLE MERIDIAN MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 18 THE FINAL PLAT OF THE MARKET AT HAYS FARM PHASE 2 AS RECORDED IN INSTRUMENT NUMBER _____ IN THE OFFICE OF THE JUDGE OF PROBATE OF MAISON COUNTY, ALABAMA, THENCE NORTH 23.06 DEGREES 15 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 36.84 FEET TO THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 216.63 FEET TO A POINT; THENCE NORTH 11 DEGREES 42 MINUTES 05 SECONDS WEST FOR A DISTANCE OF 10.21 FEET TO A POINT; THENCE NORTH 80 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 217.24 FEET TO A POINT; THENCE SOUTH 05 DEGREES 19 MINUTES 45 SECONDS EAST A DISTANCE OF 10.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.03 ACRES (2189 SQUARE FEET) MORE OR LESS

EASEMENT 2

STATE OF ALABAMA
MADISON COUNTY

PART OF AN EASEMENT LOCATED IN SECTION 31 TOWNSHIP 4 SOUTH RANGE 1 WEST OF THE HUNTSVILLE MERIDIAN JACKSON COUNTY ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 3 THE FINAL PLAT OF THE MARKET AT HAYS FARM, PHASE 3 AS RECORDED IN INSTRUMENT NUMBER 19 THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA, THENCE NORTH 25 DEGREES 07 MINUTES 15 SECONDS WEST FOR A DISTANCE OF 24.32 FEET TO THE POINT OF BEGINNING

THENCE FROM THE POINT OF BEGINNING NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 206.58 FEET TO A POINT THENCE NORTH 00 DEGREES 00 MINUTES 34 SECONDS WEST FOR A DISTANCE OF 10.00 FEET TO A POINT THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 206.42 FEET TO A POINT THENCE SOUTH 00 DEGREES 00 MINUTES 45 SECONDS EAST A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.05 ACRES (2085 SQUARE FEET) MORE OR LESS

SURVEYOR CERTIFICATION

I, ANTHONY SCOTT MARY, A REGISTERED PROFESSIONAL LAND SURVEYOR WITH THE FIRM OF 2 THE POINT SURVEYING, LLC, HEREBY CERTIFY THAT TO THE BEST OF MY INFORMATION, KNOWLEDGE AND BELIEF THAT THE SURVEY SHOWN HEREON HAS BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA.

ACCORDING TO THIS SURVEY UNDER MY SUPERVISION, THIS THE

2187 DAY OF SEPTEMBER 2021

ANTHONY SCOTT MANURY FLS #35348

[illegible]

Ordinance No. 23-_____ (Cont.)

ADOPTED this the 10th day of August, 2023.

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

APPROVED this the 10th day of August, 2023.

Mayor of the City of
Huntsville, Alabama



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/10/2023

File ID: 2023-555

Department: Legal

Subject:

Type of Action: Approval/Action

Ordinance authorizing the vacation of a Utility and Drainage Easement, Lot 3, The Market at Hays Farm. (RPI TWO - PB South LLC)

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: (list below)

Address: The Market at Hays Farm

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

Additional Comments:



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/10/2023

File ID: TMP-3223

Department: Legal

Subject:

Type of Action: Approval/Action

Ordinance authorizing the vacation of a Utility and Drainage Easement, Lot 3, The Market at Hays Farm. (RPI TWO - PB South LLC)

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: (list below)

Address: The Market at Hays Farm

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

Additional Comments:

ORDINANCE NO. 23-_____

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 **RPI Two – PB South, 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:

PREPARED BY:
Brian P. Cain, Esq.
Holt Ney Zatcoff & Wasserman, LLP
100 Galleria Parkway, Suite 1800
Atlanta, GA 30339
(770) 956-9600

STATE OF ALABAMA
COUNTY OF MADISON

QUITCLAIM RELEASE DEED OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Ten and no/100 (\$10.00) and other good and valuable consideration, the **CITY OF HUNTSVILLE**, an Alabama municipal corporation, ("**Grantor**"), in hand paid by **RPI TWO - PB SOUTH, LLC**, a Alabama limited liability company ("**Grantee**"), the receipt whereof is hereby acknowledged, Grantor does hereby remise, release, quitclaim and convey unto the said Grantee all of its right, title, interest, and claim in and to the real estate situated in the County of Madison, State of Alabama and being more particularly described in **Exhibit "A"** attached hereto and incorporated herein and being depicted in **Exhibit "B"** attached hereto and incorporated herein ("**Property**"), to-wit:

TO HAVE AND TO HOLD the same unto the said Grantee, and to its heirs, successors and assigns, so that neither Grantor, nor any other person or persons claiming under Grantor shall at any time claim or demand any right, title or interest to the aforesaid described Property.

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed by its Mayor and City Clerk, pursuant to Ordinance No: 23-, as of this 10th day of August, 2023.

CITY OF HUNTSVILLE, an Alabama municipal
corporation

By: _____
Tommy Battle, Mayor

ATTEST:

By: _____
Shaundrika Edwards, City Clerk

I, the undersigned, a Notary Public in and for said County and in said State, hereby certify that Tommy Battle and Shaundrika Edwards, whose names as Mayor and City Clerk, respectively, of the City of Huntsville, an Alabama municipal corporation, 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 Mayor and City Clerk, respectively, and with full authority, executed the same voluntarily for and as the act of the City of Huntsville.

Given under my hand and official seal this 10th day of August, 2023.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

(Easement No. 2 [Lot 3] being Vacated)

STATE OF ALABAMA
MADISON COUNTY

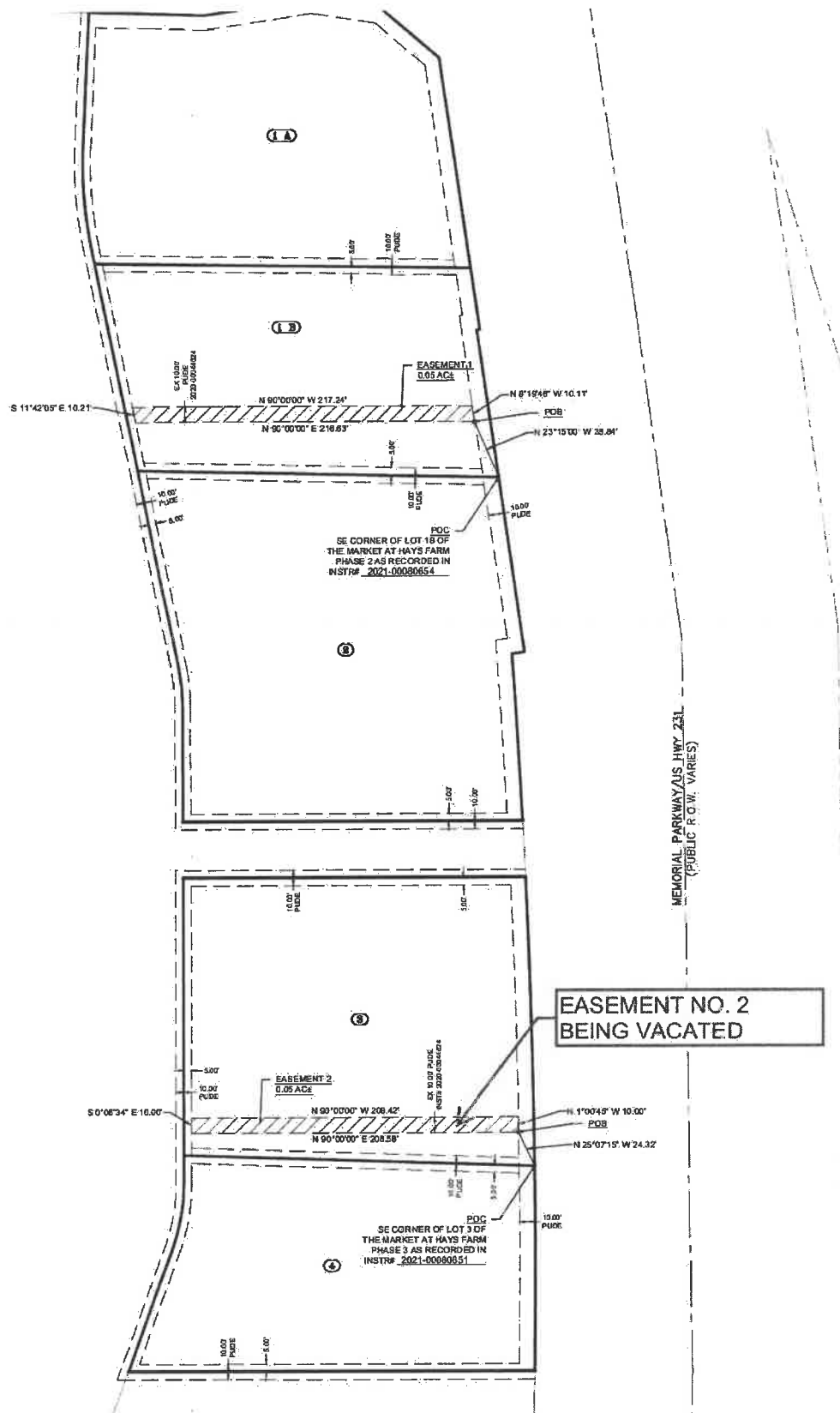
PART OF AN EASEMENT LOCATED IN SECTION 31, TOWNSHIP 4 SOUTH, RANGE 1 EAST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBES AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF **LOT 3** THE FINAL PLAT OF THE MARKET AT HAYS FARM PHASE 3 AS RECORDED IN **INSTRUMENT NUMBER 2021-00080851** IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA, THENCE NORTH 25 DEGREES 07 MINUTES 15 SECONDS WEST FOR A DISTANCE OF 24.32 FEET TO THE POINT OF BEGINNING;

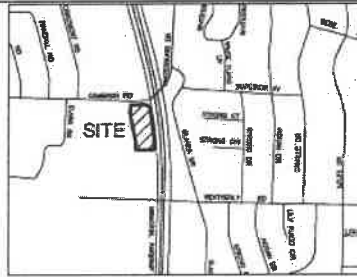
THENCE, FROM THE POINT OF BEGINNING, NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 208.58 FEET TO A POINT; THENCE, NORTH 00 DEGREES 06 MINUTES 34 SECONDS WEST FOR A DISTANCE OF 10.00 FEET TO A POINT; THENCE, NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 208.42 FEET TO A POINT; THENCE, SOUTH 01 DEGREES 00 MINUTES 45 SECONDS EAST A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 0.05 ACRES (2085 SQUARE FEET) MORE OR LESS.

EXHIBIT B
(Plat of Easement being Released)
(2 pages attached)



Branch-Hays Farm/Quitclaim Deed to Vacate Easement No. 2 on Lot 3 (Doc. No. 2020-00044624 - Branch _ Hays Farm/pg. 5/8/3/2023



VICINITY MAP
(NOT TO SCALE)



LEGEND

CONCRETE MONUMENT FOUND
CONCRETE MONUMENT SET WITHIN
PROPERTY CORNER FOUND
PROPERTY CORNER SET WITHIN
CALCULATE POINT
SUBJECT PROPERTY LINE
ADJACENT PROPERTY LINE
EASEMENT

ABBREVIATIONS

CLC CALCULATED
COP CAPED CORNER FOUND
CPS CAPED CORNER SET
CMP CONCRETE MONUMENT FOUND
CTP CORNER TOP FOUND
EASMT EASEMENT
FES FINISHED FLOOR ELEVATION
MEAS MEASURED
MBL MINIMUM BUILDING LINE
MNF MAGNETAL FOUND
OTF OPEN TOP FARE
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
REC'D RECORDED
R.O.W. RIGHT OF WAY
RWS ROAD SPINE FOUND

EASEMENT 1

STATE OF ALABAMA
MADISON COUNTY

PART OF AN EASEMENT LOCATED IN SECTION 31, TOWNSHIP 4 SOUTH, RANGE 1 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 6 THE FINAL PLAT OF THE MARKET AT HAYS FARM PHASE 2 AS RECORDED IN INSTRUMENT NUMBER _____ IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA, THENCE NORTH 23 DEGREES 15 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 35.84 FEET TO THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 218.63 FEET TO A POINT, THENCE NORTH 11 DEGREES 42 MINUTES 05 SECONDS WEST FOR A DISTANCE OF 82.21 FEET TO A POINT, THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 817.24 FEET TO A POINT, THENCE SOUTH 08 DEGREES 15 MINUTES 46 SECONDS EAST A DISTANCE OF 10.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.05 ACRES (2099 SQUARE FEET) MORE OR LESS.

EASEMENT 2

STATE OF ALABAMA
MADISON COUNTY

PART OF AN EASEMENT LOCATED IN SECTION 31, TOWNSHIP 4 SOUTH, RANGE 1 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 3 THE FINAL PLAT OF THE MARKET AT HAYS FARM PHASE 2 AS RECORDED IN INSTRUMENT NUMBER _____ IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA, THENCE NORTH 22 DEGREES 07 MINUTES 15 SECONDS WEST FOR A DISTANCE OF 24.32 FEET TO THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 208.55 FEET TO A POINT, THENCE NORTH 00 DEGREES 06 MINUTES 34 SECONDS WEST FOR A DISTANCE OF 10.00 FEET TO A POINT, THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 208.42 FEET TO A POINT, THENCE SOUTH 01 DEGREES 00 MINUTES 45 SECONDS EAST A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.05 ACRES (2099 SQUARE FEET) MORE OR LESS.

SURVEYOR CERTIFICATION

I, ANTHONY SCOTT MANARY, A REGISTERED PROFESSIONAL LAND SURVEYOR WITH THE FIRM OF 2 THE POINT SURVEYING, LLC, HEREBY CERTIFY THAT TO THE BEST OF MY INFORMATION, KNOWLEDGE AND BELIEF THAT THE SURVEY SHOWN HEREON HAS BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA.

ACCORDING TO THIS SURVEY UNDER MY SUPERVISION, THIS IS THE
21ST DAY OF SEPTEMBER, 2021

ANTHONY SCOTT MANARY PLS #35345

DATE BY ASM	DATE BY ASM
FILED DATE IN PWD	FILED DATE IN PWD
CONCURRENCE DATE	CONCURRENCE DATE
REVISIONS	REVISIONS



EASEMENT VACATION
**THE MARKET AT HAYS FARM
PHASE 2**
HUNTSVILLE, ALABAMA
SECTION 31, TOWNSHIP 4 SOUTH, RANGE 1 EAST

SMITH ENGINEERING CO., INC.
AN ENGINEERING FIRM
P.O. BOX 111111, HUNTSVILLE, AL 35891-1111

**2 THE POINT
SURVEYING**

SHEET
1

Ordinance No. 23-_____ **(Cont.)**

ADOPTED this the 10th day of August, 2023.

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

APPROVED this the 10th day of August, 2023.

Mayor of the City of
Huntsville, Alabama



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/10/2023

File ID: 2023-556

Department: Legal

Subject:

Type of Action: Approval/Action

Ordinance authorizing the vacation of a Utility and Drainage Easement at the rear lot line of Lot 16, Block 3, Owen Subdivision, 1710 Ballard Drive SE. (Brooks)

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: (list below)

Address: 1710 Ballard Drive SE

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

Additional Comments:



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/10/2023

File ID: TMP-3224

Department: Legal

Subject:

Type of Action: Approval/Action

Ordinance authorizing the vacation of a Utility and Drainage Easement at the rear lot line of Lot 16, Block 3, Owen Subdivision, 1710 Ballard Drive SE. (Brooks)

Ordinance No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: \$

Total Cost: \$

Special Circumstances:

Grant Funded: \$

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

Resolution #: Click or tap here to enter text.

Location: (list below)

Address: 1710 Ballard Drive SE

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

Additional Comments:

ORDINANCE NO. 23-_____

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 applicants have represented to the City of Huntsville that **John Wayne Brooks, Trustee or his successors in trust of the John Wayne Brooks Management Trust, dated December 15, 2006, and Jane Holdsworth Brooks, Trustee or her successors in trust of the Jane Holdsworth Brooks Management Trust, dated December 15, 2006,** 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 easement hereinafter described, said deed being substantially in words and figures as follows, to-wit:

STATE OF ALABAMA)

COUNTY OF MADISON)

QUITCLAIM DEED

THIS INDENTURE MADE AND ENTERED into this, the 10th day of August, 2023, by and between **CITY OF HUNTSVILLE, an Alabama municipal corporation**, hereinafter referred to as "Party of the First Part", and **John Wayne Brooks, Trustee or his successors in trust of the John Wayne Brooks Management Trust, dated December 15, 2006, and Jane Holdsworth Brooks, Trustee or her successors in trust of the Jane Holdsworth Brooks Management Trust, dated December 15, 2006**, hereinafter referred to as "Party of the Second Part".

WITNESSETH

THAT FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to the Party of the First Part in hand paid by the Party of the Second Part, the receipt whereof is hereby acknowledged, the Party of the First Part has this day remised, released, quitclaimed and conveyed to the Party of the Second Part, the following described lot or parcel of land lying and being situated in the County of Madison, State of Alabama, to-wit:

See Exhibit "A" attached and made a part hereto.

TO HAVE AND TO HOLD unto the Party of the Second Part, its successors and assigns forever.

IN WITNESS WHEREOF, the Party of the First Part has hereunto caused this quitclaim to be signed in its behalf by its Mayor and attested by its City Clerk, the day and year hereinabove first written.

CITY OF HUNTSVILLE,
an Alabama municipal corporation

By: _____
Tommy Battle
Its: Mayor

ATTEST:

By: _____
Shaundrika Edwards
Its: City Clerk

*Prepared by:
Alan P. Judge, Attorney at Law
3330 L & N Drive, Suite A
Huntsville, Alabama 35801*

STATE OF ALABAMA)

COUNTY OF MADISON)

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Tommy Battle and S. Edwards, whose names, as Mayor and City Clerk, respectively, of the City of Huntsville, an Alabama municipal corporation, are signed to the foregoing conveyance, who are known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, 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 date

GIVEN under my hand and seal on this the 10th day of August, 2023.

Notary Public

Commission Expiration Date: _____

Grantor's name and address:

City of Huntsville
308 Fountain Circle SW
Huntsville, AL 35801

Grantee's name and address:

John Wayne Brooks, Trustee or his successors in trust of the John Wayne Brooks Management Trust, dated December 15, 2006, and Jane Holdsworth Brooks, Trustee or her successors in trust of the Jane Holdsworth Brooks Management Trust, dated December 15, 2006
1710 Ballard Dr SE
Huntsville, AL 35801

Property address:

1710 Ballard Dr SE
Huntsville, AL 35801

Prepared by:

*Alan P. Judge, Attorney at Law
3330 L & N Drive, Suite A
Huntsville, Alabama 35801*

“Exhibit A”

15 FEET OF A 20-FOOT UTILITY AND DRAINAGE EASEMENT:

All that part of Lot 15 and Lot 16, Block 3, according to the Plat of Owen Subdivision, as recorded in Plat Book 1, Page 99 ½ in the Office of the Judge of Probate of Madison County, Alabama; Particularly described as Commencing at the Southwest corner of said Lot 16; Thence North 71 degrees 02 minutes 29 seconds East 5.35 feet; Thence North 01 degree 47 minutes 05 seconds East 5.35 feet to the Point of Beginning of the herein described tract.

Thence from the Point of Beginning, North 01 degree 47 minutes 05 seconds East 16.04 feet; Thence North 71 degrees 02 minutes 29 seconds East 58.89 feet; Thence North 81 degrees 16 minutes 18 seconds East 15.57 feet; Thence South 01 degree 31 minutes 18 seconds West 15.24 feet; Thence South 81 degrees 16 minutes 18 seconds West 11.51 feet; Thence South 71 degrees 02 minutes 29 seconds West 63.23 feet to the Point of Beginning.

*Prepared by:
Alan P. Judge, Attorney at Law
3330 L & N Drive, Suite A
Huntsville, Alabama 35801*

Ordinance No. 23-_____ **(Cont.)**

ADOPTED this the 10th day of August, 2023.

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

APPROVED this the 10th day of August, 2023.

Mayor of the City of
Huntsville, Alabama



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/10/2023

File ID: 2023-557

Department: Legal

Subject:

Type of Action: Approval/Action

Ordinance authorizing the vacation of a Utility and Drainage Easement, Lot 1, Vista Council Square at 605 Davis Circle. (Rocket City I, LLC)

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: (list below)

Address: 605 Davis Circle

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

Additional Comments:



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/10/2023

File ID: TMP-3225

Department: Legal

Subject:

Type of Action: Approval/Action

Ordinance authorizing the vacation of a Utility and Drainage Easement, Lot 1, Vista Council Square at 605 Davis Circle. (Rocket City I, LLC)

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: (list below)

Address: 605 Davis Circle

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

Additional Comments:

ORDINANCE NO. 23-_____

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 **Rocket City I, 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:

(Space Above Line for Use by Recording Office)

THIS INSTRUMENT PREPARED BY:

Katherine Amos Beasley
WILMER & LEE, P.A.
100 Washington Street, Suite 200
Huntsville, Alabama 35801
(256) 533-0202

STATE OF ALABAMA

COUNTY OF MADISON

QUITCLAIM DEED

THIS INDENTURE made and entered into on this 10 day of August, 2023, by and between, CITY OF HUNTSVILLE, an Alabama municipal corporation ("Grantor") and ROCKET CITY I, LLC, a Delaware limited liability company ("Grantee").

WITNESSETH: That the Grantor, for and in consideration of Ten Dollars (\$10.00) in hand paid by Grantee, and other good and valuable consideration, 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 (the "Easement"):

See Exhibit "A" attached hereto and incorporated herein, and as depicted in that drawing attached hereto as Exhibit "B".

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed on its behalf by its Mayor and attested by its City Clerk, pursuant to Ordinance No. 23-, as of this the 10 day of August, 2023.

[SIGNATURE PAGE TO FOLLOW]

CITY OF HUNTSVILLE, an Alabama municipal corporation

By: _____
Tommy Battle, Mayor

ATTEST:

By: _____
Shaundrika Edwards, City Clerk

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 Shaundrika Edwards, whose names as Mayor and City Clerk, respectively, of the CITY OF HUNTSVILLE, an Alabama municipal 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, as such officers and with full authority, executed the same for and as the act of said municipal corporation.

GIVEN under my hand and official seal this the 10 day of August, 2023.

NOTARY PUBLIC
My commission expires: _____

THIS INSTRUMENT WAS PREPARED SOLELY FROM INFORMATION PROVIDED TO THE DRAFTER. NO TITLE EXAMINATION HAS BEEN PERFORMED AND NO TITLE OPINION ISSUED IN CONNECTION WITH THIS TRANSACTION.

Pursuant to and in accordance with Section 40-22-1 of the Code of Alabama (1975), the following information is offered in lieu of submitting Form RT-1:

Grantor's Address: 308 Fountain Circle, P.O. Box 308, Huntsville, Alabama 35801
Grantee's Address: 120 N. Hale Street, Ste. 300, Wheaton, IL 60187
Property Address: Portion of 5' U&D Easement located in S1, T4S, R1W
Purchase Price: N/A

U:\Sam\REAL-ESTATE\Vacation\COHVista\Quitclaim from COH Vacated Easement Lot 1.Rocket City 1.docx

Exhibit "A"
(Legal Description of portion of Easement being Vacated)

PORTION OF 5-FOOT WIDE PUBLIC UTILITY & DRAINAGE EASEMENT TO BE VACATED

ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 1 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA AND BEING A PORTION OF A 5-FOOT WIDE PUBLIC UTILITY & DRAINAGE EASEMENT LYING WITHIN LOT 1 OF THE FINAL PLAT OF VISTA AT COUNCILL SQUARE AS RECORDED IN PLAT BOOK 2022, PAGE 289 IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1 AND HAVING ALABAMA STATE PLANE COORDINATES (EAST ZONE, NAD '83) OF NORTH: 1537267.74, EAST: 429037.78; THENCE RUN ALONG THE WEST BOUNDARY OF SAID LOT 1, NORTH 26 DEGREES 37 MINUTES 07 SECONDS EAST, 26.76 FEET TO A POINT; THENCE, CONTINUE ALONG SAID WEST BOUNDARY, NORTH 28 DEGREES 50 MINUTES 33 SECONDS EAST, 89.06 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE RUN ALONG THE SOUTH RIGHT-OF-WAY MARGIN OF DAVIS CIRCLE, 29.03 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, A DELTA ANGLE OF 33 DEGREES 16 MINUTES 07 SECONDS, AND A CHORD BEARING AND DISTANCE OF SOUTH 64 DEGREES 17 MINUTES 26 SECONDS EAST, 28.63 FEET TO THE POINT OF BEGINNING:

THENCE FROM THE POINT OF BEGINNING AND CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY, RUN 43.33 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, A DELTA ANGLE OF 49 DEGREES 39 MINUTES 03 SECONDS, AND A CHORD BEARING AND DISTANCE OF NORTH 74 DEGREES 14 MINUTES 06 SECONDS EAST, 41.99 FEET TO A POINT OF REVERSE CURVATURE; THENCE, CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY, RUN 26.81 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET, A DELTA ANGLE OF 15 DEGREES 21 MINUTES 38 SECONDS, AND A CHORD BEARING AND DISTANCE OF NORTH 57 DEGREES 05 MINUTES 32 SECONDS EAST, 26.73 FEET TO A POINT; THENCE, LEAVING SAID RIGHT-OF-WAY MARGIN, RUN NORTH 82 DEGREES 58 MINUTES 03 SECONDS EAST, 31.22 FEET ALONG THE SOUTH MARGIN OF AN EXISTING 5-FOOT WIDE UTILITY AND DRAINAGE EASEMENT AS DEPICTED ON SAID FINAL PLAT; THENCE, LEAVING SAID SOUTH EASEMENT MARGIN, RUN 55.64 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 95.00 FEET, A DELTA ANGLE OF 33 DEGREES 33 MINUTES 20 SECONDS, AND A CHORD BEARING AND DISTANCE OF SOUTH 66 DEGREES 11 MINUTES 24 SECONDS WEST, 54.84 FEET TO A POINT OF REVERSE CURVATURE; THENCE RUN 49.40 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 55.00 FEET, A DELTA ANGLE OF 51 DEGREES 27 MINUTES 45 SECONDS, AND A CHORD BEARING AND DISTANCE OF SOUTH 75 DEGREES 08 MINUTES 25 SECONDS WEST, 47.76 FEET TO A POINT; THENCE NORTH 28 DEGREES 19 MINUTES 44 SECONDS EAST, 5.27 FEET BACK TO THE POINT OF BEGINNING AND CONTAINING 0.01 ACRES (413 SQUARE FEET) MORE OR LESS.

NO Project#2121325,NO 600 St. Clair Ave. Mixed Use/Survey#21325,NO SEV#2 (other easements),dwg



Ordinance No. 23-_____ (Cont.)

ADOPTED this the 10th day of August, 2023.

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

APPROVED this the 10th day of August, 2023.

Mayor of the City of
Huntsville, Alabama



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/10/2023

File ID: 2023-558

Department: Legal

Subject:

Type of Action: Approval/Action

Ordinance authorizing the vacation of a Utility and Drainage Easement, Lot 2, Vista Council Square at Pelham Avenue and Davis Circle. (Vista Huntsville, LLC)

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: (list below)

Address: Intersection of Pelham Avenue and Davis Circle.

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

Additional Comments:



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/10/2023

File ID: TMP-3226

Department: Legal

Subject:

Type of Action: Approval/Action

Ordinance authorizing the vacation of a Utility and Drainage Easement, Lot 2, Vista Council Square at Pelham Avenue and Davis Circle. (Vista Huntsville, LLC)

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: (list below)

Address: Intersection of Pelham Avenue and Davis Circle.

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

Additional Comments:

ORDINANCE NO. 23-_____

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 **Vista Huntsville, 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:

(Space Above Line for Use by Recording Office)

THIS INSTRUMENT PREPARED BY:

Katherine Amos Beasley
WILMER & LEE, P.A.
100 Washington Street, Suite 200
Huntsville, Alabama 35801
(256) 533-0202

STATE OF ALABAMA

COUNTY OF MADISON

QUITCLAIM DEED

THIS INDENTURE made and entered into on this 10 day of August, 2023, by and between, CITY OF HUNTSVILLE, an Alabama municipal corporation ("Grantor") and VISTA HUNTSVILLE, LLC, a Delaware limited liability company ("Grantee").

WITNESSETH: That the Grantor, for and in consideration of Ten Dollars (\$10.00) in hand paid by Grantee, and other good and valuable consideration, 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 (the "Easement"):

See Exhibit "A" attached hereto and incorporated herein, and as depicted as "Easement A" in that drawing attached hereto as Exhibit "B".

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed on its behalf by its Mayor and attested by its City Clerk, pursuant to Ordinance No. 23-, as of this the 10 day of August, 2023.

[SIGNATURE PAGE TO FOLLOW]

CITY OF HUNTSVILLE, an Alabama municipal corporation

By: _____
Tommy Battle, Mayor

ATTEST:

By: _____
Shaundrika Edwards, City Clerk

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 Shaundrika Edwards, whose names as Mayor and City Clerk, respectively, of the CITY OF HUNTSVILLE, an Alabama municipal 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, as such officers and with full authority, executed the same for and as the act of said municipal corporation.

GIVEN under my hand and official seal this the 10th day of August, 2023.

NOTARY PUBLIC
My commission expires: _____

THIS INSTRUMENT WAS PREPARED SOLELY FROM INFORMATION PROVIDED TO THE DRAFTER. NO TITLE EXAMINATION HAS BEEN PERFORMED AND NO TITLE OPINION ISSUED IN CONNECTION WITH THIS TRANSACTION.

Pursuant to and in accordance with Section 40-22-1 of the Code of Alabama (1975), the following information is offered in lieu of submitting Form RT-1:

Grantor's Address: 308 Fountain Circle, P.O. Box 308, Huntsville, Alabama 35801
Grantee's Address: 120 N. Hale Street, Ste. 300, Wheaton, IL 60187
Property Address: Portion of 20' U&D Easement located in S1, T4S, R1W
Purchase Price: N/A

U:\Sam\REAL-ESTATE\Vacation\COH\Vista\Quitclaim from COH Vacated Easement Lot 2 Vista Huntsville.docx

Exhibit "A"
(Legal Description of portion of Easement being Vacated)

EASEMENT "A" - PORTION OF 20-FOOT WIDE UTILITY ESM'T TO BE VACATED (WITHIN LOT 2)

ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 1 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA AND BEING A PORTION OF A 20-FOOT WIDE UTILITY EASEMENT AS DESCRIBED IN DEED BOOK 478, PAGE 928 IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA, AND LYING WITHIN LOT 2 OF THE FINAL PLAT OF VISTA AT COUNCILL SQUARE AS RECORDED IN PLAT BOOK 2022, PAGE 289 IN SAID PROBATE OFFICE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3 AND BEING FURTHER DESCRIBED AS LYING ON THE NORTH RIGHT-OF-WAY MARGIN OF ST. CLAIR AVENUE (50-FOOT WIDE RIGHT-OF-WAY) AND HAVING ALABAMA STATE PLANE COORDINATES (EAST ZONE, NAD '83) OF NORTH: 1536841.70, EAST: 429249.00; THENCE RUN ALONG THE WEST BOUNDARY OF SAID LOTS 2 AND 3, NORTH 27 DEGREES 49 MINUTES 25 SECONDS EAST, 417.89 FEET TO THE SOUTHEAST CORNER OF LOT 1 OF SAID FINAL PLAT; THENCE SOUTH 43 DEGREES 02 MINUTES 54 SECONDS EAST, 15.55 FEET TO THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING, NORTH 27 DEGREES 49 MINUTES 25 SECONDS EAST, 21.27 FEET TO A POINT; THENCE SOUTH 82 DEGREES 05 MINUTES 17 SECONDS EAST, 202.60 FEET TO A POINT; THENCE SOUTH 27 DEGREES 44 MINUTES 43 SECONDS WEST, 185.78 FEET TO A POINT WHICH LIES 5.00 FEET FROM THE SOUTH BOUNDARY OF SAID LOT 2; THENCE RUN PARALLEL TO THE SOUTH BOUNDARY OF SAID LOT 2, NORTH 60 DEGREES 42 MINUTES 19 SECONDS WEST, 20.01 FEET TO A POINT; THENCE NORTH 27 DEGREES 44 MINUTES 43 SECONDS EAST, 156.76 FEET TO A POINT; THENCE NORTH 82 DEGREES 05 MINUTES 17 SECONDS WEST, 181.37 FEET BACK TO THE POINT OF BEGINNING AND CONTAINING 0.17 ACRES (7265 SQUARE FEET) MORE OR LESS.

HA Project: 21-21325-HD 600 St. Clair Ave. Mixed Use Survey\21325-HD SEV 2 for the addendum.dwg



Ordinance No. 23-_____ (Cont.)

ADOPTED this the 10th day of August, 2023.

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

APPROVED this the 10th day of August, 2023.

Mayor of the City of
Huntsville, Alabama



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/10/2023

File ID: 2023-559

Department: Legal

Subject:

Type of Action: Approval/Action

Ordinance authorizing the vacation of a Utility and Drainage Easement, Lot 3, Vista Council Square at 600 St. Clair Avenue. (Rocket City I, LLC)

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: (list below)

Address: 600 St. Clair Avenue

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

Additional Comments:



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/10/2023

File ID: TMP-3227

Department: Legal

Subject:

Type of Action: Approval/Action

Ordinance authorizing the vacation of a Utility and Drainage Easement, Lot 3, Vista Council Square at 600 St. Clair Avenue. (Rocket City I, LLC)

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: (list below)

Address: 600 St. Clair Avenue

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

Additional Comments:

ORDINANCE NO. 23-_____

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 **Rocket City I, 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:

(Space Above Line for Use by Recording Office)

THIS INSTRUMENT PREPARED BY:

Katherine Amos Beasley
WILMER & LEE, P.A.
100 Washington Street, Suite 200
Huntsville, Alabama 35801
(256) 533-0202

STATE OF ALABAMA

COUNTY OF MADISON

QUITCLAIM DEED

THIS INDENTURE made and entered into on this 10 day of August, 2023, by and between, CITY OF HUNTSVILLE, an Alabama municipal corporation ("Grantor") and ROCKET CITY I, LLC, a Delaware limited liability company ("Grantee").

WITNESSETH: That the Grantor, for and in consideration of Ten Dollars (\$10.00) in hand paid by Grantee, and other good and valuable consideration, 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 (the "Easement"):

See Exhibit "A" attached hereto and incorporated herein, and as depicted as "Easement B" in that drawing attached hereto as Exhibit "B".

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed on its behalf by its Mayor and attested by its City Clerk, pursuant to Ordinance No. 23-_____, as of this the 10 day of August, 2023.

[SIGNATURE PAGE TO FOLLOW]

CITY OF HUNTSVILLE, an Alabama municipal corporation

By: _____
Tommy Battle, Mayor

ATTEST:

By: _____
Shaundrika Edwards, City Clerk

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 Shaundrika Edwards, whose names as Mayor and City Clerk, respectively, of the CITY OF HUNTSVILLE, an Alabama municipal 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, as such officers and with full authority, executed the same for and as the act of said municipal corporation.

GIVEN under my hand and official seal this the 10 day of August, 2023.

NOTARY PUBLIC
My commission expires: _____

THIS INSTRUMENT WAS PREPARED SOLELY FROM INFORMATION PROVIDED TO THE DRAFTER. NO TITLE EXAMINATION HAS BEEN PERFORMED AND NO TITLE OPINION ISSUED IN CONNECTION WITH THIS TRANSACTION.

Pursuant to and in accordance with Section 40-22-1 of the Code of Alabama (1975), the following information is offered in lieu of submitting Form RT-1:

Grantor's Address: 308 Fountain Circle, P.O. Box 308, Huntsville, Alabama 35801
Grantee's Address: 120 N. Hale Street, Ste. 300, Wheaton, IL 60187
Property Address: Portion of 20' U&D Easement located in S1, T4S, R1W
Purchase Price: N/A

Exhibit "A"
(Legal Description of portion of Easement being Vacated)

EASEMENT "B" - PORTION OF 20-FOOT WIDE UTILITY ESM'T TO BE VACATED (WITHIN LOT 3)

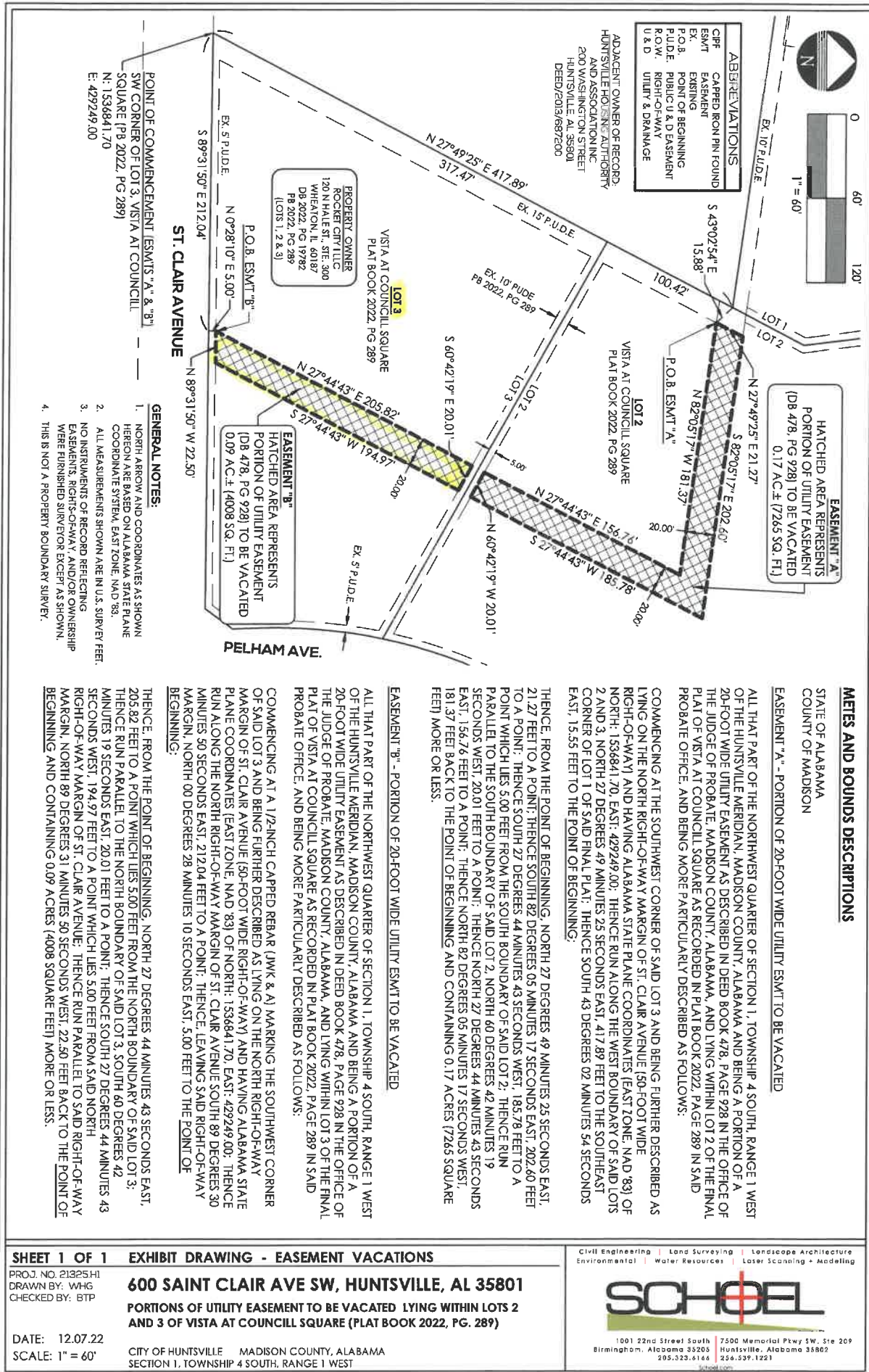
ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 1 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA AND BEING A PORTION OF A 20-FOOT WIDE UTILITY EASEMENT AS DESCRIBED IN DEED BOOK 478, PAGE 928 IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA, AND LYING WITHIN LOT 3 OF THE FINAL PLAT OF VISTA AT COUNCILL SQUARE AS RECORDED IN PLAT BOOK 2022, PAGE 289 IN SAID PROBATE OFFICE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2-INCH CAPPED REBAR (JWK & A) MARKING THE SOUTHWEST CORNER OF SAID LOT 3 AND BEING FURTHER DESCRIBED AS LYING ON THE NORTH RIGHT-OF-WAY MARGIN OF ST. CLAIR AVENUE (50-FOOT WIDE RIGHT-OF-WAY) AND HAVING ALABAMA STATE PLANE COORDINATES (EAST ZONE, NAD '83) OF NORTH: 1536841.70, EAST: 429249.00; THENCE RUN ALONG THE NORTH RIGHT-OF-WAY MARGIN OF ST. CLAIR AVENUE SOUTH 89 DEGREES 30 MINUTES 50 SECONDS EAST, 212.04 FEET TO A POINT; THENCE, LEAVING SAID RIGHT-OF-WAY MARGIN, NORTH 00 DEGREES 28 MINUTES 10 SECONDS EAST, 5.00 FEET TO THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING, NORTH 27 DEGREES 44 MINUTES 43 SECONDS EAST, 205.82 FEET TO A POINT WHICH LIES 5.00 FEET FROM THE NORTH BOUNDARY OF SAID LOT 3; THENCE RUN PARALLEL TO THE NORTH BOUNDARY OF SAID LOT 3, SOUTH 60 DEGREES 42 MINUTES 19 SECONDS EAST, 20.01 FEET TO A POINT; THENCE SOUTH 27 DEGREES 44 MINUTES 43 SECONDS WEST, 194.97 FEET TO A POINT WHICH LIES 5.00 FEET FROM SAID NORTH RIGHT-OF-WAY MARGIN OF ST. CLAIR AVENUE; THENCE RUN PARALLEL TO SAID RIGHT-OF-WAY MARGIN, NORTH 89 DEGREES 31 MINUTES 50 SECONDS WEST, 22.50 FEET BACK TO THE POINT OF BEGINNING AND CONTAINING 0.09 ACRES (4008 SQUARE FEET) MORE OR LESS.

HS-Project-21-21325-HO-402-21-Clor Ave. Mixed Use/Lowrise/21325-HO SE v 2 (other documents).dwg





SHEET 1 OF 1

EXHIBIT DRAWING - EASEMENT VACATIONS

PROJ. NO. 21325.HI
DRAWN BY: WHG
CHECKED BY: BTP

DATE: 12.07.22
SCALE: 1" = 60'

600 SAINT CLAIR AVE SW, HUNTSVILLE, AL 35801
PORTIONS OF UTILITY EASEMENT TO BE VACATED LYING WITHIN LOTS 2 AND 3 OF VISTA AT COUNCILL SQUARE (PLAT BOOK 2022, PG. 289)

CITY OF HUNTSVILLE MADISON COUNTY, ALABAMA
SECTION 1, TOWNSHIP 4 SOUTH, RANGE 1 WEST

Civil Engineering | Land Surveying | Landscape Architecture
Environmental | Water Resources | Laser Scanning | Modeling



1001 22nd Street South 7500 Memorial Pkwy Ste. 209
Birmingham, Alabama 35206 Huntsville, Alabama 35802
205.325.6166 256.539.1221
schol.com

Ordinance No. 23-_____ (Cont.)

ADOPTED this the 10th day of August, 2023.

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

APPROVED this the 10th day of August, 2023.

Mayor of the City of
Huntsville, Alabama



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/10/2023

File ID: 2023-535

Department: City Council

Subject:

Type of Action: Introduction

Introduction of an Ordinance naming the soccer complex at John Hunt Park, commonly referred to as the 'Championship Soccer Complex' as the Loretta P. Spencer Sports Complex.

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: (list below)

Address: N/A

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

Additional Comments:

N/A



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 7/27/2023

File ID: TMP-3188

Department: City Council

Subject:

Type of Action: Introduction

Introduction of an Ordinance naming the soccer complex at John Hunt Park, commonly referred to as the 'Championship Soccer Complex' as the Loretta P. Spencer Sports Complex.

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: (list below)

Address: N/A

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

Additional Comments:

N/A

ORDINANCE NO. 23-_____

WHEREAS, Loretta Spencer graduated from the University of Alabama in 1959 with a B.S. degree in elementary education and returned to Huntsville to teach fifth grade at Fifth Avenue School; and,

WHEREAS, Ms. Spencer served the Huntsville community as a successful local business leader; and,

WHEREAS, Ms. Spencer served the City and her fellow citizens through volunteerism, most notably as the president of boards, such as The Boys and Girls Club, The Senior Center, and The Botanical Gardens; and,

WHEREAS, Ms. Spencer played a significant role in the development and growth of Huntsville through her service and leadership as chair of the Huntsville Planning Commission, where she helped develop Cummings Research Park West, the second largest research park in the United States; and,

WHEREAS, in 1996, Spencer was elected as Mayor of Huntsville, becoming the first woman to serve as mayor of any of the four largest cities in Alabama; and,

WHEREAS, during her twelve-year tenure as Mayor, she led the City through a period of meteoric economic growth and implemented policies and established plans that still benefit the City today. Under her leadership, Huntsville created unique tax incentive plans resulting in development and revitalization that generated millions of dollars in new funding for the Huntsville City Schools' capital improvement plan and significant City infrastructure projects; and,

WHEREAS, she is credited with such accomplishments as bringing to Huntsville the downtown Embassy Suites Hotel, Bridge Street Town Centre, Toyota V-8 Engine Plant, the Target Distribution Center, and an array of retail businesses, as well as initiating the revitalization of the downtown area; and,

WHEREAS, as Mayor, Mrs. Spencer was responsible for the creation of the Huntsville Sports Commission, which has attracted many major sporting events to Huntsville; and

WHEREAS, Spencer has received a great multitude of awards and well-deserved recognition for her insight and leadership, and since leaving office, she has continued contributing her time and resources to many worthwhile organizations, including the Army Space and Missile Defense Association, the Huntsville Symphony Orchestra, the Community Free Clinic, The Calhoun College Foundation and the Hudson Alpha Institute for Biotechnology; and,

WHEREAS, the City Council and Mayor of the City of Huntsville, Alabama wish to honor Mrs. Loretta Spencer for her extraordinary leadership and thank her for decades of faithful service to the community by naming a facility in John Hunt Park in her honor.

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Huntsville as follows:

1. That the facility commonly referred to as the “Championship Soccer Complex” located at John Hunt Park (shown at Exhibit A) shall be named and henceforth known as “The Loretta P. Spencer Sports Complex”.
2. That this ordinance shall be effective upon its adoption and publication.

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





Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/10/2023

File ID: 2023-536

Department: Urban Development

Subject:

Type of Action: Introduction

Introduction of an Ordinance declaring certain property as surplus and no longer needed for a municipal purpose and authorizing the Mayor to enter into a Lease Agreement between the City of Huntsville and Lendon Commercial, LLC, for lease of the same.

Ordinance No.

Finance Information:

Account Number: TBD

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: Property located along Carl T. Jones Drive

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

Additional Comments:

Rent from Lendon Commercial, LLC, is as follows:

Year 1 - 5: \$3,000 per annum

Year 6 - 10: \$3,300 per annum

Year 11 - 15: \$3,630 per annum

Year 16 - 20: \$3,993 per annum

Year 21 - 25: \$4,392.30 annum



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 7/27/2023

File ID: TMP-3151

Department: Urban Development

Subject:

Type of Action: Introduction

Introduction of an Ordinance declaring certain property as surplus and no longer needed for a municipal purpose and authorizing the Mayor to enter into a Lease Agreement between the City of Huntsville and Lendon Commercial, LLC, for lease of the same.

Ordinance No.

Finance Information:

Account Number: TBD

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: Property located along Carl T. Jones Drive

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

Additional Comments:

Rent from Lendon Commercial, LLC, is as follows:

Year 1 - 5: \$3,000 per annum

Year 6 - 10: \$3,300 per annum

Year 11 - 15: \$3,630 per annum

Year 16 - 20: \$3,993 per annum

Year 21 - 25: \$4,392.30 annum

ORDINANCE NO. 23-_____

BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, a municipal corporation within the State of Alabama, as follows:

1. That, in the judgment and opinion of the City Council of the City of Huntsville, and pursuant to its powers under Alabama Code §11-47-21, the certain parcel of land described in Exhibit “A,” which is attached hereto and incorporated herein, (the “Property”) is surplus to the needs of the City of Huntsville.

2. That, in the judgment and opinion of the City Council of the City of Huntsville, the Property is not needed by any department or division of the City of Huntsville for public or municipal purposes.

3. That the City desires to enter into a lease agreement with Lendon Commercial, L.L.C., an Alabama limited liability company, for use of the Property as a parking lot for commercial development. The lease will serve a valid and sufficient public purpose, notwithstanding the incidental benefit accruing to a private entity, as the same will increase sales and tax revenue, promote commerce, and serve as a catalyst for entertainment and development in the area.

BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby, authorized to enter into that certain Lease Agreement, by and between CITY OF HUNTSVILLE, an municipal corporation within the State of Alabama (“Landlord”), and LENDON COMMERCIAL, L.L.C., an Alabama limited liability company (“Tenant”), which said agreement is substantially in words and figures as that certain document attached hereto and identified as “Lease Agreement between City of Huntsville, Alabama, Landlord, and Lendon Commercial, L.L.C., Tenant,” consisting of thirteen (13) pages (including exhibits) and the date of August 10, 2023, (the “Lease Agreement”) appearing on the first page thereof, together with the signature of the City Clerk, and an executed copy of said document, after being signed by the Mayor and the City Clerk, shall be permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

NOW, THEREFORE, BE IT FURTHER ORDAINED that the Mayor be and he is hereby authorized to execute the Lease Agreement, on behalf of the City of Huntsville, and any and all such documents relevant, required, and/or relating thereto in order to effect, carry out, or complete the lease of the Property contemplated therein.

ADOPTED this the 10th day of August, 2023.

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

APPROVED this the 10th day of August, 2023.

Mayor of the City of Huntsville, Alabama

EXHIBIT A

PROPERTY

STATE OF ALABAMA
BOUNDARY
COUNTY OF MADISON

23-044-

I, J.W. KENNEDY, A LICENSED LAND SURVEYOR IN THE STATE OF ALABAMA HEREBY CERTIFY THAT I HAVE SURVEYED THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE SOUTHEAST CORNER OF UNIT "A" OF LENDON COMMERCIAL LAND CONDOMINIUM A PLAT OF SAME RECORDED IN DOCUMENT NUMBER 2021-53548 IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY ALABAMA AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PROPERTY:

THENCE FROM THE POINT OF BEGINNING SOUTH 61 DEGREES 12 MINUTES 57 SECONDS EAST A DISTANCE OF 66.32 FEET TO A POINT;

THENCE NORTH 29 DEGREES 34 MINUTES 50 SECONDS EAST A DISTANCE OF 20.16 FEET TO A POINT ON THE WEST MARGIN OF AN ASPHALT WALKING TRAIL;

THENCE ALONG SAID WEST MARGIN AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 107.26' AND A DELTA ANGLE OF 44 DEGREES 11 MINUTES 03 SECONDS A CHORD BEARING AND DISTANCE OF NORTH 42 DEGREES 51 MINUTES 00 SECONDS EAST 80.68' TO A POINT;

THENCE NORTH 64 DEGREES 06 MINUTES 42 SECONDS EAST A DISTANCE OF 64.62 FEET TO A POINT;

THENCE AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 80.13' AND A DELTA ANGLE OF 61 DEGREES 22 MINUTES 53 SECONDS A CHORD BEARING AND DISTANCE OF NORTH 28 DEGREES 14 MINUTES 15 SECONDS EAST 81.79' TO A POINT;

THENCE NORTH 01 DEGREES 44 MINUTES 43 SECONDS WEST A DISTANCE OF 83.84 FEET TO A POINT;

THENCE AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 565.90' AND A DELTA ANGLE OF 06 DEGREES 01 MINUTES 53 SECONDS A CHORD BEARING AND DISTANCE OF NORTH 03 DEGREES 22 MINUTES 27 SECONDS WEST 59.54' TO A POINT;

THENCE NORTH 10 DEGREES 03 MINUTES 19 SECONDS WEST A DISTANCE OF 42.25 FEET TO A POINT;

THENCE AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 223.67' AND A DELTA ANGLE OF 24 DEGREES 11 MINUTES 34 SECONDS A CHORD BEARING AND DISTANCE OF NORTH 01 DEGREES 23 MINUTES 38 SECONDS WEST 93.75' TO A POINT;

THENCE NORTH 09 DEGREES 05 MINUTES 06 SECONDS EAST A
DISTANCE OF 33.50 FEET TO A POINT;

THENCE AROUND A CURVE TO THE LEFT HAVING A RADIUS OF
20.00' AND A DELTA ANGLE OF 27 DEGREES 33 MINUTES 23
SECONDS A CHORD BEARING AND DISTANCE OF NORTH 04 DEGREES 41
MINUTES 36 SECONDS WEST 9.53' TO A POINT;

THENCE NORTH 19 DEGREES 35 MINUTES 40 SECONDS WEST A
DISTANCE OF 25.40 FEET TO A POINT ON THE EAST BOUNDARY OF
SAID UNIT "A";

THENCE SOUTH 10 DEGREES 06 MINUTES 55 SECONDS WEST AND
ALONG THE SAID EAST BOUNDARY A DISTANCE OF 46.35 FEET TO A
POINT;

THENCE SOUTH 18 DEGREES 44 MINUTES 13 SECONDS WEST A
DISTANCE OF 111.14 FEET TO A POINT;

THENCE SOUTH 24 DEGREES 39 MINUTES 31 SECONDS WEST A
DISTANCE OF 141.39 FEET TO A POINT;

THENCE SOUTH 23 DEGREES 26 MINUTES 59 SECONDS WEST A
DISTANCE OF 133.81 FEET TO A POINT;

THENCE SOUTH 26 DEGREES 34 MINUTES 03 SECONDS WEST A
DISTANCE OF 98.33 FEET TO THE POINT OF BEGINNING AND
CONTAINING 0.99 ACRES, MORE OR LESS.

THE ABOVE-DESCRIBED PROPERTY BEING A PORTION OF THAT
PROPERTY DESCRIBED IN DOCUMENT NUMBER 2007-88910 RECORDED
IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY,
ALABAMA.

I FURTHER STATE THAT THE ABOVE-DESCRIBED SURVEY AND PLAT
HAVE BEEN
PERFORMED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF
THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE
OF ALABAMA, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND
BELIEF.

LEASE AGREEMENT

CITY OF HUNTSVILLE, ALABAMA, LANDLORD
LONDON COMMERCIAL, L.L.C., TENANT

CARL T. JONES DRIVE
HUNTSVILLE, ALABAMA

THIS LEASE AGREEMENT (the "Lease") is made as of this ____ day of _____, 2023, (the "Effective Date") by and between **CITY OF HUNTSVILLE**, a municipal corporation within the State of Alabama ("Landlord"), and **LONDON COMMERCIAL, L.L.C.**, an Alabama limited liability company ("Tenant").

1. Demised Description

A. Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord that certain property situated along Carl T. Jones Drive, Huntsville, Alabama, being a portion of Tax Parcel PPIN 519918 and containing approximately 0.99 acres of land, more or less, as more particularly described in **Exhibit A** attached hereto and incorporated herein by reference for all purposes, together with all improvements now and hereafter located thereon (either the "Premises" or the "Property").

B. Tenant shall accept the Premises "as is."

2. Term

A. Term. The term of this Lease shall be for twenty-five (25) years (the "Term" or the "Lease Term") commencing on the Commencement Date as defined herein.

B. Commencement Date. The Commencement Date of this Lease (the "Commencement Date") shall be the Effective Date of this Lease.

3. Rent

Beginning on the Commencement Date and continuing during the Term of the Lease, Tenant shall pay to Landlord Rent for the Premises ("Rent" or "Base Rent"), on the first day of each calendar month. Rent shall be prorated for any partial month. Every five (5) years the annual Rent shall increase by 10% per annum and the monthly Rent, which shall continue to be due on the first day of each calendar month, shall increase proportionately. The Rent schedule is as follows:

Years 1 – 5:	\$250.00 per month (\$3,000.00 per annum)
Years 6 – 10:	\$275.00 per month (\$3,300.00 per annum)
Years 11–15:	\$302.50 per month (\$3,630.00 per annum)
Years 16-20:	\$332.75 per month (\$3,993.00 per annum)
Years 21-25:	\$366.03 per month (\$4,392.30 per annum)

Any Rent payment not received by the tenth (10th) day of each month will be subject to a five (5%) percent late fee payable to Landlord.

4. Use

Tenant shall use and occupy the Premises for the purpose of a parking lot for commercial development (the "Permitted Use") and for no other purposes except those authorized in writing by Landlord. Tenant shall be responsible to obtain all applicable business licenses and permits required for its Permitted Use.

5. Utilities and Taxes

Tenant shall pay all charges for water, sewer, electricity, gas, telephone, internet, and other utility services furnished to the Premises for all purposes, and for all utility deposits required thereon.

Landlord and Tenant shall take all actions necessary to cause the Premises to be assessed as a separate ad valorem tax parcel from Landlord's adjacent property. Tenant shall pay all ad valorem taxes, assessments and charges which may be assessed and levied upon (i) the Premises during the Term of this Lease and (ii) any improvements erected and/or personal property installed on the Premises by Tenant as they shall become due. Upon request of Landlord, Tenant shall provide Landlord with evidence of payment of all such taxes and assessments.

6. Improvements, Alterations, Additions, Installations and Removal Thereof

Tenant shall provide to Landlord and to the Economic Development Department of the City of Huntsville, as part of its submission to the City of Huntsville Inspection Department for obtainment of a building permit, (i) architectural prepared plans and specifications, (ii) site plan, and (iii) signage, to be installed for Tenant's Permitted Use ("Tenant Improvements"), in form as required by the City of Huntsville (the "Plans and Specifications"), subject to such review, comment, and approval (and terms of approval) of the Inspection Department, the Urban and Economic Development Department, and Landlord prior to commencing any work upon the Premises. Tenant and/or Tenant's contractor shall maintain builder's risk insurance coverage during all periods of construction upon the Premises (naming Landlord as an additional insured) and evidence of same shall be provided to Landlord prior to commencement of construction. Upon obtaining the approval of Landlord/Inspection Department/Urban and Economic Development Department, Tenant may, at its own expense, commence construction of the Premises in accordance with the Plans and Specifications.

During the Term of the Lease, provided Tenant is not then in default, Tenant may make such alterations, repairs, and installations to the improvements installed by Tenant in such a manner as will not substantially injure the Premises provided Tenant obtains (i) Landlord's prior written consent, which consent Landlord agrees not to unreasonably withhold, delay or condition, and (ii) all required governmental approvals, if applicable.

Tenant will pay or caused to be paid all costs and charges for work done by it or caused to be done by it, in or to the Premises, and for all materials furnished for or in connection with such work. Tenant will indemnify Landlord against and hold Landlord harmless from all liabilities, liens, claims and demands on account of such work. Tenant agrees to promptly remove, whether by bond or payment, (not to exceed 30 days after filing thereof), any mechanic's or materialman's lien filed against the Premises.

7. Trade Fixtures, Personal Property

All articles of personal property and all business and trade fixtures, machinery and equipment, owned by Tenant or installed by Tenant at its expense in the Premises ("Tenant Trade Fixtures") shall be and remain the property of Tenant and may be removed by Tenant at any time during the Term of this Lease, provided Tenant is not in default hereunder past any applicable cure period and provided further that Tenant shall repair any damage caused by such removal. Any Tenant Trade Fixtures not so removed by Tenant within thirty (30) days of the expiration or termination of this Lease shall become the property of Landlord and Landlord may dispose of same, without liability on Landlord's part to Tenant for same.

8. Maintenance and Repair

Tenant shall at its sole cost and expense shall maintain, including landscaping, mowing, and paving, the Premises and make all reasonable and necessary repairs and/or replacements to the improvements and the Premises, including Tenant Improvements and Tenant Trade Fixtures, lighting, signage, landscaping, parking lot, drive aisles, and curb cuts, and all pipes, tubes, and other conduits, facilities, water quality units, and utility lines leading to and from the Premises in good order and repair and free of refuse and rubbish.

9. Common Areas

There are no shared common areas in the Premises.

10. Indemnification

Tenant agrees to indemnify and hold Landlord and its officers, employees, servants, and agents (collectively "Landlord Indemnified Parties") harmless against all claims, demands, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from: Tenant's conduct, occupancy or management of Tenant's business; its use of the Premises; construction of improvements by Tenant; any breach on the part of Tenant of any conditions of this Lease; or any negligence or willful misconduct of Tenant, its invitees, guests, agents, servants, contractors or employees in the Premises (collectively "Tenant Parties"). Notwithstanding anything to the contrary contained herein, the foregoing provision shall not be construed to make Tenant responsible for loss, damage, liability or expense resulting from injuries caused by any negligence or intentional misconduct of Landlord, its agents, servants, contractors or employees or from acts occurring on Landlord's adjacent property (not caused by Tenant Parties). In case of any action or proceeding brought against Landlord and/or any of the Landlord Indemnified Parties by reason of such claim as is described in the initial sentence of this Section 10, Tenant, upon notice from Landlord, covenants

to defend such action or proceeding by counsel reasonably acceptable to Landlord, at Tenant's expense.

11. Insurance

Tenant agrees that, throughout the Term of this Lease, Tenant will insure the Premises and all improvements, including any personal property of Tenant, with an all-risk policy including all of the risks and perils usually covered by a "special form" policy of commercial property insurance, including extended coverage, vandalism and malicious mischief, for the full replacement costs of said improvements with a deductible not exceeding \$10,000.00 per occurrence. Tenant shall add Landlord and the Landlord's Indemnified Parties (defined above) as additional insureds on said insurance policies. Tenant shall also obtain and keep in force, a commercial general liability policy of insurance against claims for personal injury, death or property damage with a combined single limit in the amount of not less than One Million Dollars (\$1,000,000.00) per occurrence (bodily injury and property damage) and an aggregate limit of not less than Two Million Dollars (\$2,000,000.00), naming Landlord and said Landlord Indemnified Parties as additional insureds under such policy of insurance with respect to claims arising out of Tenant's use and occupancy of the Premises. Tenant's selection of its insurance policies shall be subject to the approval and consent of Landlord, which shall not be unreasonably withheld. Said policies shall also provide that the insurer will provide thirty (30) days' written notice to Landlord prior to cancellation. Tenant shall be responsible for payment of the premiums and to provide evidence of said policies to Landlord upon the Effective Date of this Lease and on an annual basis thereafter.

12. Signs

Tenant shall have the right to erect, affix or display upon the Premises, such sign or signs advertising its business as Tenant may consider necessary or desirable, subject to applicable zoning and sign ordinances and the consent of Landlord and the Economic Development Department (as set forth in Section 6).

13. Casualty Loss

If, at any time during the Term, the improvements shall be damaged in whole or in part by fire, the elements or other casualty, Tenant shall promptly notify Landlord thereof. In such event, Tenant, at Tenant's or its insurer's cost, shall promptly repair said damage and restore the improvements to the same condition which existed immediately prior to the occurrence of such damage. The Term shall be tolled by a period of time equal to the time between the date of the casualty and the date on which Tenant completes the repair and restoration of the improvements. If there is a casualty loss to Tenant's improvements (of at least fifty percent (50%) of the replacement cost) which occurs during the last two (2) years of the Term, then Tenant shall have the option to terminate the Lease within thirty (30) days advance written notice to Landlord, with no obligation to rebuild (other than the clearing and grading of the Property to a clean and level condition) nor further obligation under this Lease other than the payment of any Rent obligations which are due and unpaid up to the effective date of termination.

14. Condemnation

In the event the Premises shall be taken in its entirety for public use by city, state, federal government, public authority or other entities or corporations having the power of eminent domain, then this Lease shall terminate as of the date on which possession thereof shall be taken for such public use; provided, however, that if only a part of the Premises shall be so taken, such termination shall be at the option of Tenant. If such a taking of only a part of the Premises occurs, and Tenant elects not to terminate this Lease, there shall be a proportionate reduction of the Base Rent to be paid under this Lease from and after the date such possession is taken for public use. In the event of any taking of the Premises by eminent domain, Tenant shall be entitled to any compensation awarded for its leasehold interest as may be permitted under applicable law.

15. Compliance With Laws

Tenant acknowledges that no trade or occupation shall be conducted in the Premises or use made thereof which will be unlawful, improper, excessively noisy or offensive, or contrary to any law or any regulation, guideline, bylaw or ordinance in force in the state, city or town in which the Premises are situated.

16. Hazardous Substances

As used in this Lease, the term "Hazardous Substance" shall mean: (a) all materials and substances defined as "hazardous substances," "hazardous materials," "toxic substances," "hazardous waste," "toxic chemicals," "solid waste", "infectious waste," or similar terms in (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq., as amended by Superfund Amendments and Reauthorization Act of 1986 (Pub. L. 99-499, 100 Stat. 1613), (ii) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq., (iii) the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq., or (iv) Section 311 of the Clean Water Act, 33 U.S.C. § 1251 et seq. (33 U.S.C. § 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. § 1317); (b) All materials and substances listed in the United States Department of Transportation Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances, as the same may be amended or supplemented from time to time; (c) Any material, waste or substance that is or contains (i) petroleum or petroleum derivatives, (ii) asbestos, (iii) polychlorinated byphenals, (iv) flammable explosives, (v) radioactive materials, (vi) radon gas, (vii) lead and lead-based paint, (viii) infectious, carcinogenic or mutagenic materials, or (ix) mold in a condition, location or type that may pose a risk to human life or safety or the environment, or that may cause damage to property; and (d) such other substances, materials and wastes that are or become regulated as hazardous or toxic under applicable local, state or federal law.

During the Term of this Lease, Tenant shall comply with all applicable federal, state, and local laws, regulations, administrative rulings, orders, ordinances, and the like, pertaining to the protection of the environment, including, but not limited to, those regulating the handling and disposal of Hazardous Substances ("Environmental Laws"). Further, during the Term of this Lease, neither Tenant nor any agent or party acting at the direction or with the consent of Tenant shall manufacture, use, treat, store, or dispose of any Hazardous upon the Premises.

Without limiting any other indemnities contained in this Lease, Tenant agrees to indemnify and defend Landlord and the Landlord Indemnified Parties against, and to hold Landlord and the Landlord Indemnified Parties harmless from, any and all claims, demands, losses, liabilities, damages, injuries, costs and expenses (including, but not limited to, fees and disbursements of attorneys, experts and consultants) paid or incurred by, or asserted against, Landlord and/or the Landlord Indemnified Parties for the escape, seepage, leakage, spillage, discharge, emission or release onto or from the Premises, of any Hazardous Substance placed on or under the Premises by Tenant during the Term of this Lease and until possession of the Premises is returned to Landlord. Tenant's obligations under this Section shall survive for a period of 365 days after the expiration or earlier termination of this Lease.

17. Default

In the event that Tenant shall fail to perform any covenant required to be performed Tenant under the terms and provisions of this Lease, including Tenant's covenant to pay Rent, and such failure shall continue unremedied or uncorrected for a period of thirty (30) days (except as to the non-payment of Rent (which shall be cured within ten (10) calendar days from written notice by Landlord)) or in the event of emergency self-help exercised by Landlord under Section 23, or such additional time as is reasonably required to correct any such default after the service of written notice upon Tenant by Landlord hereto, specifying such failure, Landlord shall, at its option, have, in addition to any other right or remedy available to Landlord by law or in equity, the right (i) to terminate this Lease at the expiration of such thirty (30) day period without liability to Tenant, (ii) to exercise the right of self-help under Section 23, or (ii) to pursue any other lawful or equitable remedy permitted by applicable law (including but not limited to the recovery of possession of the Premises and the collection of attorney's fees and costs incurred by Landlord as a result of such default by Tenant).

Tenant's obligation to pay the Rent and other charges under this Lease shall survive any termination of this Lease due to Tenant's default. In the event of any default, and upon termination of this Lease by Landlord, Landlord shall be entitled to recover all unpaid Rent for the periods prior to the date of recovery of possession. In addition, Landlord shall be entitled to damages caused by Tenant's default, which damages may, at Landlord's election, be determined on the basis of the present value of all future Rent that would have become payable under this Lease for the next three (3) years of the Term. The parties agree that any damages to Landlord for default by Tenant shall **not** exceed the total of three (3) years of annual Rent payments, calculated at the then current annual rental rate at the time of Tenant's breach.

In the event that Landlord shall fail to perform any covenant required to be performed by Landlord under the terms and provisions of this Lease, and such failure shall continue unremedied or uncorrected for a period of thirty (30) days, or such additional time as is reasonably required to correct same after service of written notice upon Landlord by Tenant hereto, specifying such failure, Tenant shall have, at its option and as its sole and exclusive remedy hereunder, the right to cure such default of Landlord (upon an additional three (3) business days' written notice to Landlord of Tenant's intent to cure such default, without such cure by Landlord during the three (3) business day period) and offset the actual and verifiable costs of same against the future Rent due and payable by Tenant hereunder.

18. Landlord's Right To Enter the Premises

Tenant shall permit Landlord or its contractor, employee or agent to enter the Premises at all reasonable times and upon reasonable notice (and in case of emergency, at any time) to inspect the Premises as may be necessary for the safety or the preservation thereof, or for any other reasonable purposes.

19. Assignment and Subletting

Tenant shall not assign this Lease or sublet the whole or any part of the Premises without the prior written consent of Landlord. In the event of any such assignment (after approval of Landlord), Tenant shall deliver to Landlord, a written agreement from the assignee (in form acceptable to Landlord) agreeing with Landlord to perform the terms, covenants, and conditions of Tenant contained in this Lease. Any and all assignments or sublets in violation of this provision shall be null and void and of no force and effect.

20. Force Majeure

In any case where either party hereto is required to do any act, any delays caused by or resulting from acts of God, war, civil commotion, fire, flood or other casualty, labor difficulties, shortages of labor, materials or equipment, unusual government regulations, pandemic, unusually severe weather, or other causes beyond such party's reasonable control ("Force Majeure") shall not be counted in determining the time during which such act shall be completed, whether such time be designated by a fixed date, a fixed time, or "a reasonable time," and such time shall be deemed to be extended by the period of such delay, except that Tenant shall not be relieved of its obligation to pay Rent due to matters of Force Majeure.

21. Quiet Enjoyment

Landlord agrees that if Tenant pays the Rent and performs and observes the agreements, conditions and other provisions on its part to be performed and observed in this Lease, Tenant shall and may peaceably and quietly have, hold and enjoy the Premises during the Term of this Lease and any extensions thereof without any manner of hindrance from Landlord or anyone claiming under Landlord, subject, however, to the terms of this Lease.

22. Notice

Whenever in this Lease it is provided that notice shall or may be given to or served upon either of the parties by the other, and whenever either of the parties shall desire to give or serve upon the other any notice with respect to this Lease or the Premises, each such notice shall be in writing and, except as may be otherwise required by law or statute, shall be given or served as follows:

- A. If given or served by Landlord, by mailing the same to Tenant by registered or certified mail, return receipt requested, or by overnight courier, addressed to Peter L. Lowe, Sr., 307 Franklin Street, Huntsville, Alabama 35801, or such other address as Tenant may from time to time designate in written notice to Landlord; or

- B. If given or served by Tenant, by mailing the same to Landlord by registered or certified mail, return receipt requested, or by overnight courier, addressed to Landlord at City of Huntsville, Department of Urban and Economic Development, Attn: Jim McGuffey, 320 Fountain Circle, Huntsville, Alabama 35801, or such other address as Landlord may from time to time designate in written notice given to Tenant.

23. Self-Help

If Tenant shall default in the performance or observance of any agreement or condition in this Lease contained on its part to be performed or observed, other than an obligation to pay money, and shall not cure such default as provided herein, Landlord may, at its option, without waiving any claim for damages for breach of this Lease, at any time thereafter, cure such default for the account of Tenant and any amount paid or any liability incurred by Landlord in so doing shall be deemed paid or incurred for the account of Tenant, and Tenant agrees to reimburse Landlord within fifteen (15) days after receipt of an invoice from Landlord therefore and save Landlord harmless therefrom. Notwithstanding the cure periods set forth in Section 17, in the event of an emergency, Landlord shall have the right to exercise its remedy of self-help immediately without providing a thirty (30) day notice of default to Tenant.

24. Surrender. At the expiration of the Term of this Lease, Tenant shall yield the Premises, including any improvements, additions and other improvements made by Tenant (other than Tenant's property and Tenant Trade Fixtures) to Landlord, in reasonable condition, ordinary wear and tear and damage by casualty excepted. Tenant shall remove all of Tenant's property, including Tenant Trade Fixtures, from the Premises and repair any damage to the Premises caused by the removal of such property. Any property of Tenant and Tenant Trade Fixtures not so removed by Tenant within thirty (30) days of the expiration or termination of this Lease shall become the property of Landlord and Landlord may dispose of same, without liability on Landlord's part to Tenant for same.

25. Holding Over. A holding over beyond the expiration of any Term of this Lease shall operate as an extension of this Lease on a month-to-month basis except that Rent shall increase to 110% of the Rent then in effect. The holding over may be terminated by either party at the end of any month by giving thirty (30) days' written notice of termination to the other party and, upon such notice, the Lease shall terminate and Tenant shall vacate the Premises in accordance with Section 24.

26. Miscellaneous

- A. This Lease shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to its conflict of law provisions, and if any provisions of this Lease shall to any extent be invalid, the remainder of this Lease shall not be affected thereby.

- B. There are no oral or written agreements between Landlord and Tenant affecting this Lease. This Lease may be amended only by instrument in writing executed by Landlord and Tenant.
- C. The titles of the several paragraphs contained herein are for convenience only and shall not be considered in construing this Lease.
- D. Unless repugnant to the context, the words "Landlord" and "Tenant" appearing in this Lease shall be construed to mean those named above and their respective heirs, executors, administrators, successors and assigns and those claiming through or under them respectively.
- E. The failure of either party to this Lease to insist upon strict performance of any of the terms, covenants, or conditions hereof shall not be deemed a waiver of any rights or remedies that party may have and shall not be deemed a waiver of any subsequent breach or default in any such terms, covenants, or conditions.
- F. The execution and delivery of the Lease by Landlord is contingent upon approval of this Lease by the City Council of the City of Huntsville.

[SIGNATURE PAGE TO FOLLOW]

WITNESS our hands and seals as of the _____ day of _____, 2023, being the effective date of this instrument for all purposes.

LANDLORD:

CITY OF HUNTSVILLE
a municipal corporation in the State of
Alabama

Attest:

By: _____
Printed Name: Shawndrika Edwards
Title: City Clerk

By: _____
Printed Name: Tommy Battle
Title: Mayor

TENANT:

LENDON COMMERCIAL, L.L.C.,

By: G.W. Jones and Sons Real Estate
Investment Company, Inc.,
an Alabama corporation
Its: Manager

Witness:

By: Deni Matthews
Printed Name: Deni Matthews

By: Peter L. Lowe, Sr.
Printed Name: Peter L. Lowe, Sr.
Title: President

Acknowledgement by City of Huntsville, as Landlord.

State of Alabama)

County of Madison)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Tommy Battle and Shawndrika Edwards, whose names as Mayor and City Clerk, respectively, of **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, as such officers and with full authority, executed the same for and as the act of said municipal corporation as of the day the same bears day.

Given under my hand and seal, this the _____ day of _____, 2023.

Notary Public

My Commission Expires _____

Acknowledgement by Lendon Commercial, L.L.C., as Tenant.

State of Alabama)

County of Madison)

I, the undersigned, a Notary Public in and for said County or Parish and State, do hereby certify that Peter L. Lowe, Sr., whose name as President of G. W. Jones and Sons Real Estate Investment Company, Inc., an Alabama corporation, in its capacity as Manager of Lendon Commercial, L.L.C., an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me that, being informed of the contents of the instrument, he, as such President for said corporation and with full authority, executed the same voluntarily for and on behalf of said company on the day the same bears date.

Given under my hand and seal, this the 6th day of July, 2023.

Malorie Zolynsky
Notary Public
My Commission Expires 3-6-27

Exhibit A: Description of Premises

J.W. Kennedy
And Associates, P.C.
2835 Huntsville Highway,
Fayetteville, Tennessee 37334
931-307-1066

STATE OF ALABAMA
COUNTY OF MADISON

23-044-BOUNDARY

I, J.W. KENNEDY, A LICENSED LAND SURVEYOR IN THE STATE OF ALABAMA HEREBY CERTIFY THAT I HAVE SURVEYED THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE SOUTHEAST CORNER OF UNIT "A" OF LENDON COMMERCIAL LAND CONDOMINIUM A PLAT OF SAME RECORDED IN DOCUMENT NUMBER 2021-53548 IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY ALABAMA AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PROPERTY:

THENCE FROM THE POINT OF BEGINNING SOUTH 61 DEGREES 12 MINUTES 57 SECONDS EAST A DISTANCE OF 66.32 FEET TO A POINT;

THENCE NORTH 29 DEGREES 34 MINUTES 50 SECONDS EAST A DISTANCE OF 20.16 FEET TO A POINT ON THE WEST MARGIN OF AN ASPHALT WALKING TRAIL;

THENCE ALONG SAID WEST MARGIN AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 107.26' AND A DELTA ANGLE OF 44 DEGREES 11 MINUTES 03 SECONDS A CHORD BEARING AND DISTANCE OF NORTH 42 DEGREES 51 MINUTES 00 SECONDS EAST 80.68' TO A POINT;

THENCE NORTH 64 DEGREES 06 MINUTES 42 SECONDS EAST A DISTANCE OF 64.62 FEET TO A POINT;

THENCE AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 80.13' AND A DELTA ANGLE OF 61 DEGREES 22 MINUTES 53 SECONDS A CHORD BEARING AND DISTANCE OF NORTH 28 DEGREES 14 MINUTES 15 SECONDS EAST 81.79' TO A POINT;

THENCE NORTH 01 DEGREES 44 MINUTES 43 SECONDS WEST A DISTANCE OF 83.84 FEET TO A POINT;

THENCE AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 565.90' AND A DELTA ANGLE OF 06 DEGREES 01 MINUTES 53 SECONDS A CHORD BEARING AND DISTANCE OF NORTH 03 DEGREES 22 MINUTES 27 SECONDS WEST 59.54' TO A POINT;

THENCE NORTH 10 DEGREES 03 MINUTES 19 SECONDS WEST A DISTANCE OF 42.25 FEET TO A POINT;

THENCE AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 223.67' AND A DELTA ANGLE OF 24 DEGREES 11 MINUTES 34 SECONDS A CHORD BEARING AND DISTANCE OF NORTH 01 DEGREES 23 MINUTES 38 SECONDS WEST 93.75' TO A POINT;

THENCE NORTH 09 DEGREES 05 MINUTES 06 SECONDS EAST A DISTANCE OF 33.50 FEET TO A POINT;

THENCE AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 20.00' AND A DELTA ANGLE OF 27 DEGREES 33 MINUTES 23 SECONDS A CHORD BEARING AND DISTANCE OF NORTH 04 DEGREES 41 MINUTES 36 SECONDS WEST 9.53' TO A POINT;

THENCE NORTH 19 DEGREES 35 MINUTES 40 SECONDS WEST A DISTANCE OF 25.40 FEET TO A POINT ON THE EAST BOUNDARY OF SAID UNIT "A";

THENCE SOUTH 10 DEGREES 06 MINUTES 55 SECONDS WEST AND ALONG THE SAID EAST BOUNDARY A DISTANCE OF 46.35 FEET TO A POINT;

THENCE SOUTH 18 DEGREES 44 MINUTES 13 SECONDS WEST A DISTANCE OF 111.14 FEET TO A POINT;

THENCE SOUTH 24 DEGREES 39 MINUTES 31 SECONDS WEST A DISTANCE OF 141.39 FEET TO A POINT;

THENCE SOUTH 23 DEGREES 26 MINUTES 59 SECONDS WEST A DISTANCE OF 133.81 FEET TO A POINT;

THENCE SOUTH 26 DEGREES 34 MINUTES 03 SECONDS WEST A DISTANCE OF 98.33 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.99 ACRES, MORE OR LESS.

THE ABOVE-DESCRIBED PROPERTY BEING A PORTION OF THAT PROPERTY DESCRIBED IN DOCUMENT NUMBER 2007-88910 RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA.

I FURTHER STATE THAT THE ABOVE-DESCRIBED SURVEY AND PLAT HAVE BEEN PERFORMED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF ALABAMA, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/10/2023

File ID: 2023-537

Department: Police

Subject:

Type of Action: Introduction

Introduction of an ordinance declaring certain property surplus and to be donated to the Alabama School of Cyber Technology and Engineering.

Ordinance No.

Finance Information:

Account Number: N/A

City Cost Amount: \$ 0.00

Total Cost: \$ 0.00

Special Circumstances:

Grant Funded: \$ 0.00

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:

Donation of surplus vehicle to Alabama School of Cyber Technology and Engineering for their campus.



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 7/27/2023

File ID: TMP-3137

Department: Police

Subject:

Type of Action: Introduction

Introduction of an ordinance declaring certain property surplus and to be donated to the Alabama School of Cyber Technology and Engineering.

Ordinance No.

Finance Information:

Account Number: N/A

City Cost Amount: \$ 0.00

Total Cost: \$ 0.00

Special Circumstances:

Grant Funded: \$ 0.00

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:

Donation of surplus vehicle to Alabama School of Cyber Technology and Engineering for their campus.

ORDINANCE NO. 23 - _____

BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, that the property described below is hereby declared surplus and no longer needed for a municipal purpose or public use, and to be donated to the Alabama School of Cyber Technology and Engineering.

Equipment# 01714, 2005 Ford Crown Victoria
VIN # 2FAFP71W65X149349

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



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/10/2023

File ID: 2023-560

Department: Finance

Subject:

Type of Action: Approval/Action

Resolution authorizing travel expenses.

Resolution No.

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:



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/10/2023

File ID: TMP-3198

Department: Finance

Subject:

Type of Action: Approval/Action

Resolution authorizing travel expenses.

Resolution No.

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. 23 - _____

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.

BE IT RESOLVED, that the City Council of the City of Huntsville, Alabama, hereby approves the travel expense reports herein submitted.

ADOPTED this the 10th day of August, 2023.

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

APPROVED this the 10th day of August, 2023.

Mayor of the City of
Huntsville, Alabama



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/10/2023

File ID: 2023-561

Department: Finance

Subject:

Type of Action: Approval/Action

Resolution authorizing the acceptance of donations.

Resolution No.

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:

\$1,000.00 - Donations for Fire & Rescue department from Lifted Trucks.



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/10/2023

File ID: TMP-3199

Department: Finance

Subject:

Type of Action: Approval/Action

Resolution authorizing the acceptance of donations.

Resolution No.

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:

\$1,000.00 - Donations for Fire & Rescue department from Lifted Trucks.

RESOLUTION NO. 23 - _____

WHEREAS, authorization for the acceptance of the following donations is requested:

Donations for Fire & Rescue department of \$1,000.00 from Lifted Trucks.

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 10th day of August, 2023.

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

APPROVED this the 10th day of August, 2023.

Mayor of the City of
Huntsville, Alabama



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/10/2023

File ID: 2023-562

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.

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 of periodic bid utilizes by various departments.

Update of Bids:

Laine Federal Solutions (LFS) - Temporary Personnel Services (Finance)

Elwood Staffing Services Inc. (ESS) - Temporary Personnel Services (Finance)

Largen, Inc. - Irrigation Services (Landscape Management)



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/10/2023

File ID: TMP-3201

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.

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 of periodic bid utilizes by various departments.

Update of Bids:

Laine Federal Solutions (LFS) - Temporary Personnel Services (Finance)

Elwood Staffing Services Inc. (ESS) - Temporary Personnel Services (Finance)

Largen, Inc. - Irrigation Services (Landscape Management)

RESOLUTION NO. 23 - _____

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 of the City of Huntsville, Alabama.

AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND:

<u>VENDOR</u>	<u>COMMODITY/SERVICE</u>	<u>AGREEMENT</u>
Laine Federal Solutions	Temporary Personnel Services	One Year W/Extensions
Elwood Staffing Services Inc.	Temporary Personnel Services	One Year W/Extensions
Largen, Inc.	Irrigation Services	One Year W/Extensions

ADOPTED this the 10th day of August, 2023.

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

APPROVED this the 10th day of August, 2023.

Mayor of the City of Huntsville, Alabama



HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: ERIN MOTES **DATE:** 07.20.2023
FROM: TAMARA M YANCY **DEPT:** FINANCE
BID #: 71-2023-13 **COMMODITY/SERVICE:** TEMPORARY PERSONNEL SERVICES

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND LAINE FEDERAL SOLUTIONS (LFS)

RECOMMENDATION: CONTRACT BE JOINTLY AWARDED TO LFS IN CONJUNCTION WITH ELWOOD STAFFING SERVICES TO ENSURE CITY DEPTS ARE ABLE TO SECURE ADD'L PERSONNEL IN TIMELY AND COST-EFFICIENT MANNER TO ADDRESS THEIR NEEDS

DESCRIPTION	PRICE	UOM	COMMENT
CLERK-FILE (BILL RATE)	\$16.91	HOURLY	\$13.50 PAY RATE
CLERK-GENERAL OFFICE (BILL RATE)	\$17.04	HOURLY	\$13.50 PAY RATE
HELPER-OFFICE (BILL RATE)	\$15.78	HOURLY	\$12.50 PAY RATE
LABORER (BILL RATE)	\$17.53	HOURLY	\$14.00 PAY RATE
OPERATOR-WORD PROCESSOR (ADV) (BILL RATE)	\$21.80	HOURLY	\$17.58 PAY RATE
SECRETARY (BILL RATE)	\$20.35	HOURLY	\$16.25 PAY RATE
OPERATOR-DATA ENTRY (ADV) (BILL RATE)	\$21.80	HOURLY	\$17.58 PAY RATE

INITIAL PURCHASE: VARIES DEPENDING ON DEPTS' NEEDS

FUNDING SOURCE: VARIES DEPENDING ON DEPARTMENTS

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.

Penny L Smith Digitally signed by Penny L Smith
Date: 2023.07.27 08:06:31 -05'00'

Department Head

Date

Digitally signed by Tamara M Yancy
Date: 2023.07.27 07:43:12 -05'00'

Procurement Manager

Date

Email completed form to Procurement@huntsvilleal.gov



CONTRACT/BID AWARD RECOMMENDATION FORM

TO:	<u>ERIN MOTES</u>	DATE:	<u>07.20.2023</u>
FROM:	<u>TAMARA YANCY</u>	DEPT:	<u>FINANCE</u>
BID #:	<u>71-2023-13</u>	COMMODITY/SERVICE:	<u>TEMPORARY PERSONNEL SERVICES</u>

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HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: ERIN MOTES **DATE:** 07.20.2023
FROM: TAMARA M YANCY **DEPT:** FINANCE
BID #: 71-2023-13 **COMMODITY/SERVICE:** TEMPORARY PERSONNEL SERVICES

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND ELWOOD STAFFING SERVICES INC (ESS)

RECOMMENDATION: CONTRACT BE JOINTLY AWARDED TO ESS IN CONJUNCTION WITH LAINE FEDERAL SOLUTIONS TO ENSURE CITY DEPTS ARE ABLE TO SECURE ADD'L PERSONNEL IN TIMELY AND COST-EFFICIENT MANNER TO ADDRESS THEIR NEEDS

DESCRIPTION	PRICE	UOM	COMMENT
CLERK-FILE (BILL RATE)	\$17.98	HOURLY	\$14.05 PAY RATE
CLERK-GENERAL OFFICE (BILL RATE)	\$18.75	HOURLY	\$14.65 PAY RATE
HELPER-OFFICE (BILL RATE)	\$14.59	HOURLY	\$11.40 PAY RATE
LABORER (BILL RATE)	\$18.64	HOURLY	\$14.45 PAY RATE
OPERATOR-WORD PROCESSOR (ADV) (BILL RATE)	\$27.07	HOURLY	\$21.15 PAY RATE
SECRETARY (BILL RATE)	\$24.45	HOURLY	\$19.10 PAY RATE
OPERATOR-DATA ENTRY (ADV) (BILL RATE)	\$20.67	HOURLY	\$16.15 PAY RATE

INITIAL PURCHASE: VARIES DEPENDING ON DEPTS' NEEDS

FUNDING SOURCE: VARIES DEPENDING ON DEPARTMENTS

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.

Penny L Smith Digitally signed by Penny L Smith
Date: 2023.07.27 08:05:56 -05'00'

Department Head

Date

 Digitally signed by Tamara M Yancy
Date: 2023.07.27 07:40:08 -05'00'

Procurement Manager

Date

Email completed form to Procurement@huntsvilleal.gov



CONTRACT/BID AWARD RECOMMENDATION FORM
Continuation – Page 2

[illegible]



HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement DATE: July 19, 2023
FROM: Brian Walker DEPT: Landscape Management
BID #: 66-2023-52 COMMODITY/SERVICE: Irrigation Services

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Largen, Inc.


RECOMMENDATION: It is recommended Largen be awarded the bid as the were the lowest responsive bidder.

DESCRIPTION	PRICE	UOM	COMMENT
Technician	210.00	Hour	
Helper	75.00	Hour	
Mini Excavator	55.00	Hour	
Skid Steer	55.00	Hour	
Trencher	45.00	Hour	

INITIAL PURCHASE: As Needed
FUNDING SOURCE: Various
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.

Brian R. Walker Digitally signed by Brian R. Walker
Date: 2023.07.19 10:26:16 -05'00' 7/19/2023
Department Head Date
 Digitally signed by Tamara M.
Yancy
Date: 2023.07.19 12:09:21 -05'00' 7/19/2023
Procurement Manager Date

Email completed form to Procurement@huntsvilleal.gov



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/10/2023

File ID: 2023-563

Department: Finance

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to execute the Consent to Assignment of Contract Agreement between Traveller Multi-Media Network LLC, and Peace Communications of Huntsville LLC, to transfer the rights and obligations of the Operation & Maintenance of Existing Public WIFI (Contract #36-2020-81) awarded via Resolution No. 20-121 and the Public Managed WIFI & IP Services agreement awarded via Resolution No. 20-927 from Traveller Multi-Media Network LLC, to Peace Communications Huntsville LLC.

Resolution No.

Finance Information:

Account Number: Varies depending on department utilizing contract.

City Cost Amount: \$ Varies depending on quantity ordered/services provided.

Total Cost: \$ Varies depending on quantity ordered/services provided.

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:

Procurement Services has received notice from Peace Communications Huntsville LLC, that effective April 1, 2023, they acquired Traveller Multi-Media Network LLC. Contract 36-2020-81 is in its final term and is set to expire October 7, 2023. The agreement awarded via Res. No. 20-927 is also in its final term and is set to expire October 7, 2023. Procurement Services in conjunction with Information Technology Services requests to transfer the contracts in accordance with the terms and conditions as outlined in the Consent to Assignment of

Contract Agreement.



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/10/2023

File ID: TMP-3196

Department: Finance

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to execute the Consent to Assignment of Contract agreement between Traveller Multi-Media Network LLC and Peace Communications of Huntsville LLC to transfer the rights and obligations of the Operation & Maintenance of Existing Public WIFI (Contract #36-2020-81) awarded via Resolution No. 20-121 and the Public Managed WIFI & IP Services agreement awarded via Resolution No. 20-927 from Traveller Multi-Media Network LLC to Peace Communications Huntsville LLC.

Resolution No.

Finance Information:

Account Number: Varies depending on department utilizing contract.

City Cost Amount: \$ Varies depending on quantity ordered/services provided.

Total Cost: \$ Varies depending on quantity ordered/services provided.

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:

Procurement Services has received notice from Peace Communications Huntsville LLC that effective April 1, 2023, they acquired Traveller Multi-Media Network LLC. Contract 36-2020-81 is in its final term and is set to expire October 7, 2023. The agreement awarded via Res. No. 20-927 is also in its final term and is set to expire October 7, 2023. Procurement Services in conjunction with Information Technology Services requests to transfer the contracts in accordance with the terms and conditions as outlined in the Consent to Assignment of

Contract Agreement.

RESOLUTION NO. 23 - _____

WHEREAS, on February 13, 2020, the City Council of the City of Huntsville, Alabama awarded the Operations and Maintenance of Existing Public WIFI to Traveller Multi-Media Network LLC, pursuant to Resolution No. 20-121; and

WHEREAS, on October 8, 2020, the City Council of the City of Huntsville, Alabama awarded the Public Managed WIFI and IP Services contract to Traveller Multi-Media Network, LLC pursuant to Resolution No. 20-927; and

WHEREAS, both contracts are in their final terms and are set to expire on October 7, 2023; and

WHEREAS, on July 25, 2023, the Procurement Services Division was notified by Peace Communications Huntsville LLC that they had acquired Traveller Multi-Media Network, LLC on April 1, 2023; and

WHEREAS the contracts include provisions permitting the reassignment of the contracts with written consent of the City; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to accept the Consent to Assignment of Contract signed by authorized representatives of both Traveller Multi-Media Network, LLC and Peace Communications Huntsville LLC and attached hereto and enter into agreement with Peace Communications Huntsville, LLC for the provision of goods and services as outlined in the Operations and Maintenance of Existing Public WIFI contract and the Public Managed WIFI and IP Services contract in accordance with specified scope of services, terms, and conditions as outlined in the contracts awarded pursuant to Resolution Nos. 20-121 and 20-927, and the Consent to Assignment of Contract agreement.

ADOPTED this the 10th day of August, 2023.

President of the City Council
of the City of Huntsville

ADOPTED this the 10th day of August, 2023.

Mayor of the City of Huntsville

CONSENT TO ASSIGNMENT OF CONTRACTS

This Consent to Assignment of Contracts is made and entered into on the 10th day of August 2023, by and between the **CITY OF HUNTSVILLE, ALABAMA**, a municipal corporation in the State of Alabama, hereinafter referred to as the "City," and **PEACE COMMUNICATIONS HUNTSVILLE, LLC**, an Alabama limited liability company, hereinafter referred to as "Peace Communications" and **TRAVELLER MULTI-MEDIA NETWORK, LLC**, an Alabama limited liability company, hereinafter referred to as "Traveller Multi-Media".

WITNESSETH:

WHEREAS, the City and Traveller Multi-Media entered into two separate contracts for the provision of Operations & Maintenance of Existing Public WIFI pursuant to Resolution No. 20-121 and Public Managed WIFI & IP Services pursuant to Resolution No. 20-927 (hereinafter collectively referred to as "Contracts"); and

WHEREAS, the Procurement Services Division was notified on July 17, 2023, by Peace Communications that they acquired Traveller Multi-Media on April 1, 2023; and

WHEREAS, Traveller Multi-Media desires to assign the Contracts to Peace Communications and waives its rights conveyed to it under the terms of said Contracts; and

WHEREAS, the City desires to consent to the assumption of the Contracts by Peace Communications conditioned upon Peace Communications assuming Traveller Multi-Media obligations under the Contracts.

WHEREAS, Peace Communications agrees to adhere to the terms and conditions, pricing structure, specifications, and scope of services as outlined in Contracts which are set to expire on October 7, 2023;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to modify the Contracts as follows:

1. The City hereby consents to Traveller Multi-Media assignment of its rights and obligations under the Contracts to Peace Communications effective on the above-stated date.
2. Peace Communications hereby agrees to assume Traveller Multi-Media obligations under the Contracts, including but not limited to all insurance requirements and contract pricing structure.
3. Peace Communications will provide the City of Huntsville's Procurement Services Division with a current certificate of insurance evidencing insurance coverage, City of Huntsville, Alabama Report of Ownership form, E-Verify Memorandum of Understanding, 2023 City of


President or Pro Tem of the City Council
of the City of Huntsville, Alabama
Date: 8/10/2023

Huntsville Business License, and proof of registration with Alabama Secretary of State as required by the Contracts.


IN WITNESS WHEREOF, the parties hereto have caused this Consent to Assignment of Contracts to be executed under their respective seals and delivered as of the date as written above. This Agreement may be executed in one or more counterparts and each counterpart shall, for all purpose, be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

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

**TRAVELLER MULTI-MEDIA
NETWORK, LLC**

By: 
Its: Managing Partner

**PEACE COMMUNICATIONS
HUNTSVILLE, LLC**

By: 
Its: CFO

ATTEST

CITY OF HUNTSVILLE, ALABAMA

By: _____
Shaundrika Edwards
Its: City Clerk

By: _____
Tommy Battle
Its: Mayor



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/10/2023

File ID: 2023-564

Department: Finance

Subject:

Type of Action: Approval/Action

Ordinance amending Budget Ordinance No. 22-736, by changing appropriated funding for various departments and funds.

Ordinance No.

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:

\$100,000.00 - Increase Contract Clinic Costs to provide for an increase in employee clinic usage and prescriptions.

\$48,250.00 - Increase the Cemetery department personnel appropriation for salary adjustments per Resolution 22-955 adopted on December 01, 2022.

\$32,350.00 - Increase the Landscape Management department personnel appropriation for salary adjustments per Ordinance 23-483 adopted on June 22, 2023.

\$163,540.00 - Increase Traffic Engineering Department personnel appropriation for salary adjustments per Ordinance 22-468, Ordinance 22-518, and Resolution 22-955.



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/10/2023

File ID: TMP-3200

Department: Finance

Subject:

Type of Action: Approval/Action

Ordinance amending Budget Ordinance No. 22-736, by changing appropriated funding for various departments and funds.

Ordinance No.

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:

\$100,000.00 - Increase Contract Clinic Costs to provide for an increase in employee clinic usage and prescriptions.

\$48,250.00 - Increase the Cemetery department personnel appropriation for salary adjustments per Resolution 22-955 adopted on December 01, 2022.

\$32,350.00 - Increase the Landscape Management department personnel appropriation for salary adjustments per Ordinance 23-483 adopted on June 22, 2023.

\$163,540.00 - Increase Traffic Engineering Department personnel appropriation for salary adjustments per Ordinance 22-468, Ordinance 22-518, and Resolution 22-955.

ORDINANCE NO. 23 – _____

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:

Increase Contract Clinic Costs in the amount of \$100,000.00 to provide for an increase in employee clinic usage and prescriptions.

Increase the Cemetery department personnel appropriation in the amount of \$48,250.00 for salary adjustments per Resolution 22-955 adopted on December 01, 2022.

Increase the Landscape Management department personnel appropriation in the amount of \$32,350.00 for salary adjustments per Ordinance 23-483 adopted on June 22, 2023.

Increase Traffic Engineering Department personnel appropriation in the amount of \$163,540.00 for salary adjustments per Ordinance 22-468, Ordinance 22-518, and Resolution 22-955.

ADOPTED this the 10th day of August, 2023.

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

APPROVED this the 10th day of August, 2023.

Mayor of the City of
Huntsville, Alabama



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/10/2023

File ID: 2023-565

Department: City Council

Subject:

Type of Action: Approval/Action

Ordinance approving appropriations, goods, or services for District 1 Council Improvement Funds.
Ordinance No.

Finance Information:

Account Number: 3020-11-11100-515030-00000000-

City Cost Amount: \$ 5,000.00

Total Cost: \$ 5,000.00

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:

\$2,500.00 - Appropriation to Real Fathers Making a Difference to provide financial support for their Building H.I.S. Character Mentoring Program.

\$2,500.00 - Appropriation to The Bullpen Foundation to provide financial support for community based athletic programs.



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/10/2023

File ID: TMP-3202

Department: City Council

Subject:

Type of Action: Approval/Action

Ordinance approving appropriations, goods, or services for District 1 Council Improvement Funds.
Ordinance No.

Finance Information:

Account Number: 3020-11-11100-515030-00000000-

City Cost Amount: \$ 5,000.00

Total Cost: \$ 5,000.00

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:

\$2,500.00 - Appropriation to Real Fathers Making a Difference to provide financial support for their Building H.I.S. Character Mentoring Program.

\$2,500.00 - Appropriation to The Bullpen Foundation to provide financial support for community based athletic programs.

ORDINANCE NO. 23 – _____

WHEREAS, the City Council of the City of Huntsville, Alabama has approved the following appropriations, goods or services; and

WHEREAS, these appropriations, goods or services will be procured in accordance with the current laws, policies and procedures of the City of Huntsville, AL; and

WHEREAS, the Finance Director is hereby authorized, without further action by the City Council, to make budget amendments to appropriate expenditure accounts for proper accounting of the approved amounts listed in this Ordinance; and

BE IT ORDAINED by the City Council of the City of Huntsville, Alabama Budget Ordinance No. 22-736, adopted and approved on September 22, 2022, is hereby amended, if appropriate, by the following approved purchases:

District 1 – Keith:

\$2,500.00 – Appropriation to Real Fathers Making a Difference to provide financial support for their Building H.I.S. Character Mentoring Program.

\$2,500.00 – Appropriation to The Bullpen Foundation to provide financial support for community based athletic programs.

ADOPTED this the 10th day of August, 2023.

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

APPROVED this the 10th day of August, 2023.

Mayor of the City of
Huntsville, Alabama



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/10/2023

File ID: 2023-566

Department: Engineering

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and SAIN Associates, Inc., for Engineering Design Services for Apex Road (Goss Road Extension) for Secure Gateway at Redstone Gateway Phase III, Project No. 71-23-SP37.

Resolution No.

Finance Information:

Account Number: Funded by various TIF-5 accounts

City Cost Amount: \$260,476.00

Total Cost: \$260,476.00

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: TIF-5 Funding

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

Design contract with Sain Associates for roadway design at the Redstone Gateway Secured Area consisting of approximately 2,300 feet of new 3-lane roadway to connect Goss Road to Phase III to include mass grading and public utility infrastructure associated with the new roadway.



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/10/2023

File ID: TMP-3212

Department: Engineering

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and SAIN Associates, Inc., for Engineering Design Services for Apex Road (Goss Road Extension) for Secure Gateway at Redstone Gateway Phase III, Project No. 71-23-SP37.

Resolution No.

Finance Information:

Account Number: Funded by various TIF-5 accounts

City Cost Amount: \$260,476.00

Total Cost: \$260,476.00

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: TIF-5 Funding

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

Design contract with Sain Associates for roadway design at the Redstone Gateway Secured Area consisting of approximately 2,300 feet of new 3-lane roadway to connect Goss Road to Phase III to include mass grading and public utility infrastructure associated with the new roadway.

RESOLUTION NO. 23-

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, Alabama and SAIN Associates, Inc., in the amount of TWO HUNDRED SIXTY THOUSAND FOUR HUNDRED SEVENTY-SIX AND NO/100 DOLLARS (\$260,476.00) for Engineering Design Services for Apex Road (Goss Road Extension) for Secure Gateway at Redstone Gateway Phase III, Project No. 71-23-SP37, 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 “Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and SAIN Associates, Inc., for Engineering Design Services for Apex Road (Goss Road Extension) for Secure Gateway at Redstone Gateway Phase III, Project No. 71-23-SP37,” consisting of a total of nineteen (19) pages, plus fifty-nine (59) additional pages consisting of Attachments 1-16, and the date of August 10, 2023, 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 10th day of August, 2023.

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

APPROVED this the 10th day of August, 2023.

Mayor of the City of Huntsville,
Alabama

AGREEMENT BETWEEN
CITY OF HUNTSVILLE, ALABAMA
AND
SAIN ASSOCIATES, INC.
FOR
ENGINEERING DESIGN SERVICES
FOR
APEX ROAD (GOSS ROAD EXTENSION) FOR SECURE
GATEWAY AT REDSTONE GATEWAY, PHASE III

Project ID Number 71-23-SP37
August 10, 2023

**_____
President of the City Council of the City of
Huntsville, Alabama
Date: August 10, 2023**

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AGREEMENT BETWEEN
CITY OF HUNTSVILLE, ALABAMA
AND
SAIN ASSOCIATES, INC.
FOR
ENGINEERING DESIGN SERVICES
FOR
APEX ROAD (GOSS ROAD EXTENSION) FOR SECURE
GATEWAY AT REDSTONE GATEWAY, PHASE III
Project ID Number 71-23-SP37

THIS AGREEMENT made as of the 10th day of August in the year 2023, by and between the CITY OF HUNTSVILLE, ALABAMA (hereinafter called OWNER), and SAIN ASSOCIATES, INC., (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 the design of Apex Road (Goss Road Extension) for Secure Gateway at Redstone Gateway, Phase III, 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.

- 1.4** The engineering professionals performing work on this contract shall perform the services with the professional skill and care ordinarily provided by a competent engineering professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineering professional.

ARTICLE 2 – DESIGN SERVICES OF THE ENGINEER

- 2.1** ENGINEER shall provide for OWNER Professional Engineering Services for the design of Apex Road (Goss Road Extension) for Secure Gateway at Redstone Gateway, Phase III.
- 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** Upon the OWNERS authorization, the ENGINEER shall prepare construction documents consisting of drawings and specifications setting forth in detail the requirements for construction of the PROJECT. The ENGINEER warrants that such construction documents are accurate, coordinated and adequate for the construction and 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. Products or materials specified by the ENGINEER that are available from only one source shall be justified in writing by the ENGINEER in order to meet applicable federal, state, or local procurement or bid requirements.
- 2.4** A contract for the professional services of a design professional shall require the design professional to perform the services with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.
- 2.5** The ENGINEER shall prepare appropriate bid alternates as necessary in order to assure that the PROJECT can be awarded within the PROJECT budget limitations.
- 2.6** 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.
- 2.7** The ENGINEER shall incorporate into its design, and into its final work products, the requirements contained within the OWNER's engineering standards, standard specifications, and design manuals referenced in ATTACHMENT 3. The ENGINEER shall also incorporate into its design, where applicable, Americans with Disabilities Act (ADA) grades, elevations and layout for each handicap ramp within the project. The requirements of the State of Alabama Department of Transportation design standards shall be reviewed for applicability and incorporated into portions of the work where joint participation between the OWNER and the State is applicable. When conflicts are noted between the OWNERS requirements and standards of others, the OWNERS standards shall take precedent. Discrepancies shall be brought to the attention of the OWNER. Deviations from OWNER's requirements shall be identified to the OWNER by the ENGINEER in writing prior to incorporating the changes.
- 2.8** The ENGINEER shall obtain all Planning Commission approvals with regard to location, character and extent, as required.

- 2.9** The ENGINEER shall obtain a Utility Project Notification Form (Attachment 10) from all affected utilities on the project by the 60% design review stage. Acceptance shall be provided as a signed original by all affected parties at the 90% design review stage.
- 2.10** 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.
- 2.11** During the process of design and preparation of the construction documents, the ENGINEER shall review with the OWNER the construction documents, the estimate of probable construction cost, schedule, and other design services issues. Such review shall be, at a minimum, as outlined in ATTACHMENT 4 as 0%, 30%, 60%, and 90% completion stage. Following such reviews, the ENGINEER shall make any appropriate revisions thereto to assure compliance with the OWNER's requirements.
- 2.12** 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

- 2.13** The ENGINEER shall comply with the City of Huntsville Tree Ordinance and carry the requirements referenced therein with deliverables (drawings, specifications, etc.) in accordance with Section 27-57 of the City of Huntsville Code of Ordinances (Ord. No. 04-45, §13, 2-12-2004).
- 2.14** The ENGINEER shall prepare the pre-bid agenda after obtaining comments from stakeholders such as affected utilities, City of Huntsville Construction Project Engineer and Inspector(s), and other City of Huntsville departments as applicable. The ENGINEER shall moderate the pre-bid meeting, prepare meeting minutes, make clarifications, prepare addendums, and distribute to bidders.
- 2.15** 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 **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 services not otherwise required herein which are made necessary solely by the default of the ENGINEER or major defects or deficiencies in the work of the ENGINEER. These services shall be provided with no increase in the contract amount and will not be compensable on an hourly basis.
- 4.5** Providing expert witness services and other services arising out of claims.
- 4.6** Provide services to stake site during construction.

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 reviewed 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 August 11, 2023. The final completion date for the completion of design services as outlined in Article 2 shall be October 11, 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 the LUMP SUM AMOUNT OF TWO HUNDRED SIXTY THOUSAND FOUR HUNDRED SEVENTY-SIX AND NO/100 DOLLARS (\$260,476.00) for design services as described in Article 2. 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.

Reimbursable expenses shall be limited during the term of this agreement as stated in Art. 7.1 Basic Services.

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

Engineering Design Services – LUMP SUM AMOUNT OF	\$260,476.00
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TOTAL CONTRACT AMOUNT:	<u>\$260,476.00</u>
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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. Additionally, invoices for services that are not contracted for as "lump sum" in Article 4 must also be itemized and include, as a minimum, a description of each task performed, the amount of time utilized performing each task, the name(s) of personnel who performed the task and the cost for each specific task. 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 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 CHANGES

9.5.1 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.

9.5.2 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.

9.6 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.

9.7 SEAL ON DOCUMENTS

- 9.7.1** 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.
- 9.7.2** 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.
- 9.7.3** 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.
- 9.7.4** 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.

9.8 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 ENGINEER.

9.9 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.

9.10 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.

9.11 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 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. 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. 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.

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 of, 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 FEDERAL IMMIGRATION LAW

By signing this Agreement, 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.

11.10 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.

11.11 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.

11.12 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.

11.13 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 sub-consultants 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:
SAIN ASSOCIATES, INC.

OWNER:
CITY OF HUNTSVILLE

BY: _____
Becky White

BY: _____
Tommy Battle

TITLE: _____
Chief Operating Officer

TITLE: _____
Mayor

ATTEST: _____

ATTEST: _____

Given under my hand this _____ day
Of _____, 2023.

Given under my hand this _____ day
Of _____, 2023.

Notary Public

Notary Public

My commission expires _____

My commission expires _____

ATTACHMENT 1-SCOPE OF SERVICES

(Refer to letter dated February 16, 2023, from Harry Wilson to Kathy Martin and attachments).



February 16, 2023

Kathy Martin, PE
City Engineer
City of Huntsville
320 Fountain Circle
Huntsville, Alabama 35081

5021 Technology Drive NW
Suite B2
Huntsville, Alabama 35805
www.sain.com

SUBJECT: **Apex Road**
Huntsville, Alabama
SA Project #230034

Dear Kathy:

We appreciate the opportunity to submit this proposal for civil engineering services for the Apex Road from the end of Goss Road and Mass Grading of Secured Gateway. The following is a description of our understanding of your project and the scope of services that we propose to undertake.

General Project Understanding

- LW Redstone (COPT) intends to construct approximately 2,300' of roadway from the end of Goss Road to the Secured Gateway Roundabout. The portion within the Secured Gateway will be 3 lanes with a center turn lane roadway and will reduce to a 2 lane as it connects to the existing Goss Road. This project will also include the Mass Grading of the Secured Gateway, utility infrastructure and construction of the Stormwater Management Area.
- We will use the Conceptual Mass Grading Plan for the Secured Gateway (CG1) by Sain Associates dated January 30, 2023, as our basis of design.
- Sain Associates will coordinate with LW Redstone, Redstone Arsenal and the City of Huntsville for approvals related to our design.
- It is our understanding from previous work at Redstone Gateway that there should be no environmental issues within the site. Therefore, we have excluded it from this proposal.
- For design we will rely on a combination of the ground-run survey performed by SAIN Associates in February 2023 and design plans for the Secured Gateway and Building 300, which have been provided to us.
- We will prepare an NPDES Stormwater Pollution Prevention Package for submittal to ADEM. We will coordinate this submittal with you or a selected contractor, as the Permittee. ADEM requires the Permittee to create an account on their website, and we will assist you through this process if needed.
- Sain Associates will sub-contract with GreenView Studio to provide landscape and irrigation design services.
- Sain Associates will sub-contract with Consulting Construction Engineering to provide street lighting and communication duct bank design.
- Sain Associates will sub-contract with Building and Earth Sciences to provide geotechnical services.

Apex Road
 City of Huntsville
 February 16, 2023
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- We have excluded any off-site roadway improvements or utility main extensions from off-site other than what is specified in this proposal.
- Our proposal is based on the information shown above. If any of this information changes, please let us know, and we will revise our proposal.

Scope of Services

Construction Documents

We will begin preparation of the Construction Documents upon receipt of the executed contract. We will use Sain's standard 24" x 36" sheet border and title block, or we may use a City of Huntsville title block provided by you, if preferred.

The following design elements will be provided:

- Coordination with LW Redstone, Redstone Arsenal and City of Huntsville.
- Coordination with the City's Project Manager and assisting them with the construction cost estimates for the bid package.
- Layout, Striping and Signage Plans – We will show locations of the proposed pavement, curb & gutter, striping, sidewalks, directional arrows, and MUTCD signage. Please note that this plan is not intended to be a construction stakeout plan. A stakeout plan can be prepared as an additional service for the contractor, if necessary.
- Demolition Plans – We will show the demolition of site-related items that conflict with the new improvements. We will not prepare a construction phasing plan as the contractor will likely want control over how the construction is phased.
- Grading and Storm Drainage Plans – We will show the spot elevations and/or contours for the existing and new grading with the areas to be improved. We will show the site storm drainage system. We have included the preparation of storm drainage calculations for the master stormwater management area, storm sewer, and concrete box culverts to meet local requirements. Profiles of the storm sewer and concrete box culvert are included. Storm water quality design is not required by local authorities and is not included. Design of site retaining walls is not included (as these would be provided by the wall vendor).
- Roadway Plan and Profiles – We will prepare a Plan and Profile sheet that will show horizontal curves, vertical curves, existing and proposed elevations. We will provide the required labeling of horizontal curves along the road alignment and vertical elevations at every 50' for the Advanced Gateway are included.
- Cross Sections – We will prepare cross section every 50' for the Advanced Gateway and Rideout Road improvements.
- Utility Plans – We will show sanitary sewer, water, power, gas and communications lines for coordination purposes only. The design of the water, power, and gas will be provided by Huntsville Utilities and the drawings will be inserted into our plans. The sanitary sewer design will be designed by us under a separate contract with the City.
- Erosion and Sedimentation Control Plans – We will prepare a Storm Construction Best Management Practices Plan for the treatment necessary for prevention of excessive erosion in accordance with State and local requirements. We will coordinate with you to make an online application with ADEM for issuance of an NPDES construction permit. Required inspections,

Apex Road
 City of Huntsville
 February 16, 2023
 Page 3



observations are by others, and are not included. The permit fee is included in our price for this project.

- Sections and Details – We will include the City of Huntsville details and any other necessary details for the items we design such as paving, striping, erosion control, etc. We will use Sain's standard text structure and format.
- Site Work Specifications – We understand that this project will use the City of Huntsville standard specification, and we will provide the required sections for performing the earthwork. We will provide assistance with the front-end documents, bid proposal form, etc. for the bid package.
- Meetings – We have assumed one meeting for the project kick off, 90% design review, pre-bid meeting and pre-construction conference in Huntsville. We can attend periodic conference calls or Go-To meetings during our design, but we have not included time for attendance for excessive (e.g. weekly) meetings after the civil design is complete. If such attendance is needed, we can handle on an hourly basis. During construction we can be available for conference calls or site meetings on an hourly basis.

Revisions to Plans - Once we have your approval of the conceptual site plan, we will begin preparation of final construction documents. Once this final design has begun, significant revisions requested will be outside the basic service and performed in accordance with the hourly rate schedule enclosed. We will notify you prior to beginning any such additional work to adjust our fee and schedule. We would proceed when we have clear written authorization from you.

We will coordinate with the City of Huntsville, Redstone Arsenal, and respective utility companies regarding the proposed improvements. We will obtain input from each agency to obtain their respective design information. We will prepare design plans which include the information provided by each agency, and we will submit these plans for their review and approval. We have included time to make reasonable plan revisions if required by governing authority review. We do not anticipate any zoning activities (re-zoning, variances, conditional use, etc.) and have excluded this coordination or attendance at any public meetings.

We will provide digital reproductions in pdf format upon completion of design. This deliverable does not include providing stakeout files for the contractor's use in construction stakeout. If needed, a dwg file can be made available to the contractor once the project is awarded for construction upon the contractor's execution of our Electronic File Transfer Agreement, and if necessary, the payment of a fee for the preparation and transmittal of said file. The file would be provided in Sain's current design software format only.

Landscape and Irrigation

We will subcontract with GreenView Studio, Inc. to perform Landscape and Irrigation design services.

APPROACH AND SCOPE OF WORK

It's our understanding that The Redstone Gateway development will require Landscape and Irrigation design services. The scope includes the Secured Gateway and Apex Road (2,300 LF of roadway).

It is important to have a design consultant who understands your project's special challenges and who is committed to a relationship that will solve those challenges. Our firm has the capability to respond quickly, assess the required tasks, and prepare viable alternatives that are acceptable to Sain Associates. We avoid conflicts by aggressively seeking out the pertinent information and applying it accurately.

Apex Road
 City of Huntsville
 February 16, 2023
 Page 4



Experience in working with developers, architects, and their unique deadlines, is another prerequisite to the successful implementation of this program. We also understand the special requirements, pressures, and planning issues imposed by city governments. Our solutions and recommendations will address all of these and be responsive to them.

SCHEMATIC DESIGN

In this phase we will provide a preliminary evaluation of the proposed program, schedule and construction budgets. After agreement on this preliminary evaluation, we agree to prepare Schematic Design Documents consisting of drawings, color presentation boards and other items necessary to define the scope as outlined by Sain Associates. Additionally, we will:

- Review and integrate any city/county and/or COPT landscape requirements.
- Assist in the review of the overall Site Master Plan and its' relationship to traffic and pedestrian circulation.
- Collaborate on the development of the utilities, grading and lighting.
- Collaborate with the Environmental Designers on the design direction for future project site signage.
- Collaborate with other consultants (i.e. lighting and city depts.).

DESIGN DEVELOPMENT

Based upon the approved Schematic Design documents and authorized adjustments to the program, schedule and budget, we will prepare Design Development Documents with graphics and related documentation as required. The following tasks will include:

- Review updated Site Layout Plan, sections and utility plans as necessary.
- Prepare revised Design Development Drawings of the site landscape plans incorporating any changes for your approval.
- Assist in the preparation and updating of the design budget estimate.
- Develop Irrigation Limits/Sleeving Plan.

CONSTRUCTION DOCUMENTS

Based on approval of the Design Development Drawings and any adjustments in the scope of the project directed at this time, we agree to prepare Contract and Bid Documents for the work as defined within the scope of services of this proposal. The Contract Documents consist of drawings and specifications, providing all of the information necessary for installation of the work, including the following:

- Plans, details and dimensions necessary for the layout of all landscape improvements;
- Specific selection and identification of all plant types (genus and species, height, spread, character, etc.);
- The exact quantity, location, and spacing of all plant material;
- Specifications describing in detail all phases of the installation, inspection, maintenance of the work.

Apex Road
 City of Huntsville
 February 16, 2023
 Page 5



- A complete irrigation plan including details and specifications. The contractor awarded the bid will be required to produce irrigation as-builts in relation to our plan for approval.

CONSTRUCTION ADMINISTRATION

We will perform the following construction administration activities:

- Prepare sketches or other documents covering proposed changes or corrections in the Work for the Client's review. Scope changes requiring changes to the Construction Documents are considered Additional Services.
- Prepare and distribute clarifications, detailing, and minor changes in the Work necessary to clarify or supplement the Construction Documents.
- Tag and approve selected samples of all proposed plant material. This selection/approval will occur at tree farms and/or nurseries prior to shipment of material.
- Review and evaluate Contractor's Application for Payment based on observations at the site and on the data comprising the Application for Payment.
- Recommend to the Owner that work not conforming to the Contract Documents be rejected.
- Review Change Orders and Construction Change Directive for the Owner's approval and execution.
- Conduct three site observations, as necessary, to determine the date of Substantial Completion of the project and prepare a punch list of incomplete work.
- Conduct one final site observation to confirm completion of punch list items necessary for final completion of the Project.
- Review and transfer the Contractor's closeout documents required by the Contract Documents.

Street Lighting and Communication Duct Bank

We will subcontract with Consulting Construction Engineering to provide Electrical Engineering design services.

Our understanding of the scope of this project is as follows: 1,600 sq. ft roadway lighting, communication duct banks, and manholes to Redstone Arsenal standards.

Schematic Design

- Perform a code review to identify applicable codes and code requirements
- Confirm availability of utilities
- Develop program area requirements for electrical systems.
- Provide written descriptions of proposed electrical and auxiliary systems.
- Attend design coordination meetings

Design Development

- Provide written responses to Engineer/Owner "Schematic Design" review comments.
- Prepare preliminary calculations of electrical distribution system for utility coordination.
- Coordinate utilities and send confirmation.
- Perform basic coordination with site, civil design.
- Provide basis plan drawings, riser diagrams, equipment schedules and basic details of electrical systems.
- Resolve significant issues and incorporate approved Engineer/User comments.
- Provide updates for the project schedule.
- Attend design coordination/submittal review meetings.

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 City of Huntsville
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Construction Documents

- Provide written responses to Engineer/Owner Design Development Comments.
- Submit Electrical drawings and specifications for review and coordination.
- Attend design coordination/submittal review meetings.
- Participate in final coordination with all consultants.
- Provide final calculations.
- Prepare a permit set for submittal to the authority having jurisdiction.
- Submit bid documents, including original drawing and technical specifications for reproduction and distribution.
- Attend a pre-bid conference.
- Answer bidder's questions and prepare addenda material as required.

Construction Administration/Assistance

- Resolve permit related issues.
- Prepare an "Issued for Construction" document set incorporating all addenda and permit corrections.
- Perform periodic on-site field observation and prepare a written report for up to 2 person visits.
- Review shop drawings and submittals.
- Respond to Contractor's requests if required, exclusive of Owner requested changes.
- Review Contractor's pricing for change order requests.
- Prepare a final punch list.

Project Closeout

- Review Contractor's Record Drawings and Operations and Maintenance.
- Perform a post-occupancy evaluation.

Geotechnical Investigation

We will subcontract with Building and Earth Sciences, Inc to provide geotechnical services.

The purpose of the geotechnical exploration will be to determine general subsurface conditions at the site and to gather data on which to base a geotechnical evaluation with respect to the proposed construction. The work will include soil test borings, double ring infiltrometer field permeability testing, laboratory analysis, and an evaluation appropriate to address the geotechnical aspects of the proposed construction.

- **Coordination and Scheduling:** We plan to use our in-house drillers to drill this site and will coordinate our work with you.
- **Utility Clearances:** Since the site located inside the Redstone Arsenal, we will call Wolf Creek for utility clearances.
- **Site Access:** The eastern half of the site appears to be wooded thus clearing will be required in order to access boring locations.
- **Drilling and Sampling:**
 - We will perform a total of 77 soil test borings throughout the site to a depth of 10 feet or auger refusal, whichever occurs first. Six Standard Penetration Test (SPT) borings will be performed in the Apex Road section and the remaining 71 SPT borings will be performed in the general area of Secured Gateway Mass Grading. Standard penetration testing (SPT) in accordance with ASTM D1586 will be performed at 2-½ foot intervals in the upper 10 feet.

Apex Road
 City of Huntsville
 February 16, 2023
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- Groundwater: After drilling the hollow stem auger borings, we will measure the groundwater level at the end of the day. Once groundwater readings are recorded, the borings will be backfilled with auger cuttings.
- To evaluate the drainage in the proposed detention area in the northwest portion of site, we will also perform two double ring infiltrometer tests at the proposed bottom elevation of the detention area.

The quantity and nature of the laboratory tests we perform will vary depending upon the type of soils encountered. Based on the drilling scope and requested geotechnical evaluations, we anticipate performing the following laboratory tests: Natural Moisture Content (ASTM D2216), Atterberg Limits (ASTM D4318), Material Finer than No. 200 (ASTM D1140) and Laboratory California Bearing Ratio (ASTM D1883).

The results of the investigation will be documented in a written report that will address the following items:

- Site geology and potential impact on the site development.
- Summary of existing surface conditions.
- A description of the subsurface conditions encountered at the soil test boring locations including a description of the groundwater conditions observed in the boreholes during drilling.
- Presentation of laboratory test results.
- Site preparation considerations including material types to be expected at the site and treatment of unsuitable soils, if encountered.
- Compaction requirements and recommended criteria to establish suitable material for structural backfill.
- Recommendations for appropriate pavement buildup for the Apex Road.
- Infiltration test results.

Exclusions

The following services are excluded from this proposal but can be provided if deemed necessary and requested by you: fire protection flow tests; bidding; advertising; preparation of contract documents; the cost of filing fees for permits and approvals; re-zoning activities; environmental studies or permitting; off-site utility main extensions; retaining wall design; traffic impact studies; construction administration; boundary survey; ALTA survey; easement coordination; as-built surveys and certification; ALDOT design and permitting; sanitary sewer design; sanitary sewer lift station design; storm water monitoring during construction; full time CE&I (inspections); or other scope not specifically included. Although not anticipated at this time, any work listed above that may arise will not begin until we have received written authorization from you to proceed.

Apex Road
City of Huntsville
February 16, 2023
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Fees

We propose to provide the above-described services based on the following fee schedule:

Construction Documents.....	Lump Sum \$156,685
Landscape and Irrigation.....	Lump Sum \$27,000
Street Lighting and Communication Duct Bank.....	Lump Sum \$28,000
Geotechnical Investigation.....	Lump Sum \$44,250
Estimated Reimbursable Expense.....	\$2,227
City Maintenance Easement for Apex Road.....	Lump Sum \$2,314
Total Estimated Budget.....	\$260,476

Reimbursable expenses such as printing, shipping, plan/permit application fees, mileage, etc. are included in the above fees.

Procedures for Changes in Scope of Work

The scope of work documented herein is based upon information known as of the date of this proposal. Should future changes (e.g. site plan, regulatory, project phasing, additional meetings, etc.) necessitate changes in the scope of work, we will contact you to discuss the scope of the additional work and its impact to our contracted fees and project schedule. No additional work will be undertaken by Sain or our subconsultants without your authorization.

Proposal Limitations

We reserve the right to withdraw or modify this proposal if not contracted within 60 days.

Sain Associates has provided this proposal with the understanding that you have selected our firm to perform professional services based upon our staff's qualifications, experience and reputation and not solely upon the cost of the services proposed. We trust the fees outlined herein are acceptable and within your project budgetary plans. We look forward to commencement of the work and will be glad to address any questions or concerns you have regarding the technical scope and/or schedule of fees for this proposal. If you should request additional prices for the scope of work included herein from other consulting engineers and/or land surveyors, please consider our proposal withdrawn in order to comply with Alabama Administrative Code Chapter 330-X-14-.05(f).

Schedule

We can begin our services after we have received this fully executed agreement. We are prepared to begin immediately, and we will work with you to establish a schedule upon receipt of a Notice to Proceed.

Labor Rates

The attached rates are good for the duration of the contract and/or until all specified work described in the "Scope of Service" has been satisfied.

Apex Road
City of Huntsville
February 16, 2023
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Thank you for the opportunity to provide this proposal. If you have any questions or need clarification on any item, please call me. We look forward to working with you.

Sincerely,

SAIN ASSOCIATES, INC.

A handwritten signature in blue ink that reads "Harry Wilson".

Harry Wilson, PE
Huntsville Business Manager
Alabama License No. 15665

Enclosures:
Conceptual Master Grading Plan

OFFERED:
SAIN ASSOCIATES, INC.
BY: James A. Meads, PE
CEO
Alabama License No. 17294

A handwritten signature in blue ink that reads "James A. Meads".

Signature of Authorized Representative

Date: February 16, 2023

ACCEPTED:
CITY OF HUNTSVILLE

BY: _____
Signature of Authorized Representative

Print Name & Title

Date: _____

2/16/2023

City of Huntsville Engineering Division

4:39 PM

Project No.		
Project Name	Apex Road Extension and Secured Gateway Mass Grading	
Description	Apex Road, Mass Grading and Storm Sewer for Secured Gateway	
Scope of Work	Road grade, drain, base, pave, & grading & storm for Secured Gateway	
Project Length	2,300 LF Apex Road	
C.O.H. Project Engineer	Alan Clements	
Engineering Consultant	SAIN Associates	

GRAND TOTAL OF FEE PROPOSAL

	Labor Cost	Out-of-pocket Expenses	Fee
Corridor Study	\$0.00	\$0.00	\$0.00
Field Surveys	\$0.00	\$0.00	\$0.00
Preliminary Roadway Plans	\$0.00	\$0.00	\$0.00
Preliminary Bridge Plans	\$0.00	\$0.00	\$0.00
Right-of-Way Map, Tract Sketches and Deeds	\$2,314.00	\$0.00	\$2,314.00
Roadway Plans	\$255,934.50	\$2,227.50	\$258,162.00
Bridge Plans	\$0.00	\$0.00	\$0.00
Drainage Plans	\$0.00	\$0.00	\$0.00
Sanitary Sewer Plans	\$0.00	\$0.00	\$0.00
Environmental	\$0.00	\$0.00	\$0.00
GRAND TOTAL FEE			\$260,476

LABOR RATES	Effective Time Period	January 2020 - December 2020
Classification	Hourly Rate	Assigned Personnel
Project Engineer	\$230.00	Darren Hamrick, Harry Wilson, Brett Wiseman
Environmental Scientist		
Design Engineer	\$205.00	Matt Hogan, Chris Jenkins
Engineer Tech. / CADD	\$125.00	Ryan Medley, Hunter Skipper
Clerical	\$88.00	Latoya Carney, Stacy Huffman, Heather Turner, Tra
PLS	\$155.00	Gary Pitzing
Survey Crew	\$190.00	Skylar Shelton, Scott Rozell

Signed

Date

Position/Title



HUNTSVILLE
The Star of Alabama

2/16/2023

City of Huntsville Engineering Division

4:39 PM

Project No.			
Project Name Apex Road Extension and Secured Gateway Mass Grading			
Description Apex Road, Mass Grading and Storm Sewer for Secured Gateway			
Scope of Work Road grade, drain, base, pave, & grading & storm for Secured Gateway			
Project Length 2,300 LF Apex Road			
C.O.H. Project Engineer Alan Clements			
Engineering Consultant SAIN Associates			

ROW Map, Tract Sketches and Deeds	Engineer		
	PLS	Survey Crew	Tech. / CADD
Estimated number of takings= 0	ESTIMATED MAN-DAYS		
Task A: Right-of-Way Map	0.00	0.00	0.00
Task B: Tract Sketches	0.00	0.00	0.00
Task C: Deeds	0.00	0.00	0.00
Task D: Right-of-Way/Acquired Parcel Staking	0.00	0.00	0.00
Task E: City of Huntsville Maintenance Easement for Goss Road Ext.	1.00	0.50	0.13
TOTALS	1.00	0.50	0.13

Note: A "Taking" is any separate piece of property acquired by the C.O.H. This includes parcels, drainage easements, construction easements, etc.

2/16/2023

City of Huntsville Engineering Division

4:39 PM

Project No.			
Project Name	Apex Road Extension and Secured Gateway Mass Grading		
Description	Apex Road, Mass Grading and Storm Sewer for Secured Gateway		
Scope of Work	Road grade, drain, base, pave, & grading & storm for Secured Gateway		
Project Length	2,300 LF Apex Road		
C.O.H. Project Engineer	Alan Clements		
Engineering Consultant	SAIN Associates		
Fee Proposal (ROW Map, Tract Sketches & Deeds)			
PERSONNEL COST			
	Man-days	Daily Rate @ 8hrs/day	
Project Engineer	0.10	\$ 1,840.00	\$ 184.00
PLS	1.00	\$ 1,240.00	\$ 1,240.00
Survey Crew	0.50	\$ 1,520.00	\$ 760.00
Engineer Tech. / CADD	0.13	\$ 1,000.00	\$ 130.00
Clerical	0.00	\$ 704.00	\$ -
	Sub-Total		\$ 2,314.00
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			\$ -
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ -
	Sub-Total		\$ -
TOTAL LABOR		\$	2,314.00

2/16/2023

City of Huntsville Engineering Division

4:39 PM

Project No.							
Project Name Apex Road Extension and Secured Gateway Mass Grading							
Description Apex Road, Mass Grading and Storm Sewer for Secured Gateway							
Scope of Work Road grade, drain, base, pave, & grading & storm for Secured Gateway							
Project Length 2,300 LF Apex Road							
C.O.H. Project Engineer Alan Clements							
Engineering Consultant SAIN Associates							
ROADWAY PLANS		ESTIMATED MAN-DAYS					
		Project Engineer		Design Engineer		Engineer Tech. / CADD	
		DAYS/ SHEET	TOTAL	DAYS/ SHEET	TOTAL	DAYS/ SHEET	TOTAL
SHEET TITLE	# OF SHEETS						
TITLE SHEET	1.00	0.10	0.10	0.00	0.00	0.50	0.50
INDEX SHEET	1.00	0.10	0.10	0.00	0.00	0.50	0.50
PROJECT NOTE SHEET	1.00	0.10	0.10	0.00	0.00	0.50	0.50
PLANS LEGEND	1.00	0.10	0.10	0.00	0.00	0.50	0.50
TYPICAL SECTIONS							
Main Roadway	1.00	0.10	0.10	0.00	0.00	1.00	1.00
Cross Roads	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Detour & Misc.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Ramps	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Details	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUMMARY SHEET							
Main Summary	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUMMARY BOX SHEETS							
Roadway Pipe	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Culvert Extension, New Culvert	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Bridge Culvert Extension, New Bridge Culvert	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Guardrail	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Slope Paving (Under Bridges)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Side Drain Pipe	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Signing	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Base & Pavement	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Bridge	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Striping & Pavement Markings	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Curb & Gutter	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Bridge End Slabs	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Roadway Lighting	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Sidewalk	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Slope Paving (Ditches)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Ditch Summary	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Concrete Safety Barrier	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Retaining Wall	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Misc. Boxes	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Erosion Control	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00

2/16/2023

City of Huntsville Engineering Division

4:39 PM

ROADWAY PLANS	# OF SHEETS	ESTIMATED MAN-DAYS					
		Project Engineer		Design Engineer		Engineer Tech. / CADD	
		DAYS/ SHEET	TOTAL	DAYS/ SHEET	TOTAL	DAYS/ SHEET	TOTAL
SHEET TITLE							
PLAN & PROFILE							
Main Roadway	2.00	0.10	0.20	1.00	2.00	0.25	0.50
Crossroads	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Detours	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Retaining Walls	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Grading Plan	5.00	0.25	1.25	1.50	7.50	0.25	1.25
PAVING LAYOUT							
Main Roadway	2.00	0.10	0.20	0.25	0.50	1.00	2.00
Crossroads	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Intersections	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
INTERCHANGES							
Geometrics	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Ramps Profiles	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Site Grading	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Cross Sections	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Signing	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TRAFFIC CONTROL							
Sequence of Construction	2.00	0.10	0.20	0.25	0.50	1.00	2.00
Summary & notes	1.00	0.10	0.10	0.25	0.25	0.50	0.50
Typical Section Sketches	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Signing Layout	1.00	0.10	0.10	0.25	0.25	1.00	1.00
Special Drawings	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Details	2.00	0.10	0.20	0.00	0.00	1.00	2.00
STRIPING & SIGNING							
Signing, Striping & Pavement Markers Layout	2.00	0.10	0.20	0.25	0.50	1.00	2.00
Roundabout	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SIGNALIZATION							
Signal Layout (1 per site)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Traffic Analysis	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Traffic Counts (1 per site)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Signal Warrant Analysis (1 per site)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Special Details	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
UTILITY SHEETS							
Utility Sheets	5.00	0.10	0.50	0.25	1.25	0.50	2.50
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DRAINAGE SECTIONS							
Pipe&Culvert X-Sect./Profiles	4.00	0.10	0.40	1.00	4.00	0.25	1.00
Storm Drainage Plan	5.00	0.10	0.50	1.00	5.00	0.25	1.25
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LIGHTING							
Plan Layout	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Special Details	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
EROSION CONTROL							

2/16/2023

City of Huntsville Engineering Division

4:39 PM

ROADWAY PLANS SHEET TITLE	# OF SHEETS	ESTIMATED MAN-DAYS					
		Project Engineer		Design Engineer		Engineer Tech. / CADD	
		DAYS/ SHEET	TOTAL	DAYS/ SHEET	TOTAL	DAYS/ SHEET	TOTAL
Erosion Control Layout	10.00	0.25	2.50	0.25	2.50	1.00	10.00
Erosion Control Details	3.00	0.10	0.30	0.00	0.00	0.50	1.50
ROADWAY CROSS SECTIONS							
Main Roadway	12.00	0.10	1.20	0.50	6.00	0.25	3.00
Crossroads	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Earthwork Balancing	1.00	0.10	0.10	2.00	2.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUB-TOTAL	62.00		8.45		32.25		33.50
REVIEW MEETINGS							
Design Criteria/Kickoff			0.50		0.50		0.00
30% Review							0.00
60% Review							0.00
90% Review			0.50		0.50		0.00
Stormwater Permits			0.50		0.50		1.00
Drainage Report			1.00		8.00		2.00
Cost Estimates			0.50		3.00		1.00
Design Hearing			0.00		0.00		0.00
Attend Pre-bid and pre-construction			2.00		0.50		0.00
Site Visits			2.00		0.00		0.00
Weekly Conference Calls			4.00		0.00		0.00
SUB-TOTAL			11.00		13.00		4.00
TOTAL MAN-DAYS			19.45		45.25		37.50

2/16/2023

City of Huntsville Engineering Division

4:39 PM

Project No.			
Project Name	Apex Road Extension and Secured Gateway Mass Grading		
Description	Apex Road, Mass Grading and Storm Sewer for Secured Gateway		
Scope of Work	Road grade, drain, base, pave, & grading & storm for Secured Gateway		
Project Length	2,300 LF Apex Road		
C.O.H. Project Engineer	Alan Clements		
Engineering Consultant	SAIN Associates		
Fee Proposal (Roadway Plans)			
PERSONNEL COST			
	Man-days	Daily Rate @ 8hrs/day	
Project Engineer	19.45	\$ 1,840.00	\$ 35,788.00
Design Engineer	45.25	\$ 1,640.00	\$ 74,210.00
Engineer Tech. / CADD	37.50	\$ 1,000.00	\$ 37,500.00
Clerical	6.00	\$ 704.00	\$ 4,224.00
	Sub-Total	\$	151,722.00
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
GreenView Studios		\$	27,000.00
Consulting Construction Engineering		\$	28,000.00
Building and Earth Sciences		\$	44,250.00
Subconsultant Administration Expense (5%)		\$	4,962.50
	Sub-Total	\$	104,212.50
TOTAL LABOR \$ 255,934.50			

2/16/2023

City of Huntsville Engineering Division

4:39 PM

Project No.					
Project Name Apex Road Extension and Secured Gateway Mass Grading					
Description Apex Road, Mass Grading and Storm Sewer for Secured Gateway					
Scope of Work Road grade, drain, base, pave, & grading & storm for Secured Gateway					
Project Length 2,300 LF Apex Road					
C.O.H. Project Engineer Alan Clements					
Engineering Consultant SAIN Associates					
Out-of-pocket Expenses (Roadway Plans)					
PRINTING / REPRODUCTION COST					
Type of printing/reproduction	# of Sets	Sheets per Set	Total Sheets	Cost per Sheet	Total
30% Submittal			0	\$ 2.50	\$ -
60% Submittal			0	\$ 2.50	\$ -
90% Submittal	2	62	124	\$ 2.50	\$ 310.00
100% Submittal			0	\$ 2.50	\$ -
Bid Documents			0	\$ 2.50	\$ -
Construction Documents	2	62	124	\$ 2.50	\$ 310.00
Total Printing/Reproduction C:					\$ 620.00
Communication Cost (telephone, fax, etc.)					Total
					\$ -
Postage Cost (overnight, stamps, etc.)					Total
Other (provide description on next line)					Total
ADEM Permit Fee, Mileage					\$ 1,607.50
Total Out-of-pocket Expenses					\$ 2,227.50
Comments:					



February 9, 2023

SAIN Associates

5021 Technology Drive NW
Huntsville, Alabama 35805

Attention: Harry Wilson

RE: Goss Road Extension
CCE Project #23SAI01

Harry:

We appreciate the opportunity to furnish electrical engineering services for you on this project.

Our understanding of the scope of this project is as follows: 1,600 sq. ft roadway lighting, duct banks, and manholes to Redstone Arsenal standards.

This is based on preliminary information furnished by you which included: Preliminary Site Plan

FEE STRUCTURE

We propose to furnish basic engineering services for a lump sum of Twenty-Eight Thousand Dollars (\$28,000). Invoices will be sent at the completion of major phases of the project. Invoices will reflect the amount of work completed in attainment of the Project Phase Schedule (Table 1). Payment is due thirty days after receipt of invoice.

Alternates are not included in this scope of work and will be negotiated as additional services.

REIMBURSABLE EXPENSES

Expenses are included in the fee of the project and are not reimbursable.

Reimbursable expenses will include extra printing and reprographic services, and any extra miscellaneous in-house and outside expenses incurred while providing services.

Reimbursable expenses are in addition to the Fee amount and will be billed on a monthly basis at a multiple of 1.1 times cost.

PROJECT PHASE FEE SCHEDULE

<i>Project Phase</i>	<i>Percent of Total Fee</i>
Schematic Design	10%
Design Development	15%
Construction Documents	50%
Bidding and Negotiation	5%
Construction Administration	20%

CONSULTANT BASIC SERVICES & DELIVERABLES BY PROJECT PHASE

Schematic Design

- ▽ Perform a code review to identify applicable codes and code requirements.
- ▽ Confirm availability of utilities.

*Goss Road Extension
Proposal for Electrical Engineering Services
February 9, 2023
Page 2 of 4*

- ▽ Develop program area requirements for electrical systems.
- ▽ Provide written descriptions of proposed electrical and auxiliary systems.
- ▽ Attend design coordination meetings.

Design Development

- ▽ Provide written responses to Engineer/Owner "Schematic Design" review comments.
- ▽ Prepare preliminary calculations of electrical distribution system for utility coordination.
- ▽ Coordinate utilities and send confirmation.
- ▽ Perform basic coordination with site, civil design.
- ▽ Provide basis plan drawings, riser diagrams, equipment schedules and basic details of electrical systems.
- ▽ Resolve significant issues and incorporate approved Engineer/User comments.
- ▽ Provide updates for the project schedule.
- ▽ Attend design coordination/submittal review meetings.

Construction Documents

- ▽ Provide written responses to Engineer/Owner Design Development Comments.
- ▽ Submit Electrical drawings and specifications for review and coordination.
- ▽ Attend design coordination/submittal review meetings.
- ▽ Participate in final coordination with all consultants.
- ▽ Provide final calculations.
- ▽ Prepare a permit set for submittal to the authority having jurisdiction.
- ▽ Submit bid documents, including original drawing and technical specifications for reproduction and distribution.

Bid and Negotiation

- ▽ Attend a pre-bid conference.
- ▽ Answer bidders questions and prepare addenda material as required.
- ▽ Review bid results and offer recommendations.

Construction Administration/Assistance

- ▽ Resolve permit related issues.
- ▽ Prepare an "Issued for Construction" document set incorporating all addenda and permit corrections.
- ▽ Perform periodic on-site field observation and prepare a written report for up to 2 person visits.
- ▽ Review shop drawings and submittals.
- ▽ Respond to Contractor's requests if required, exclusive of Owner requested changes.
- ▽ Review Contractor's pricing for change order requests.
- ▽ Prepare a final punchlist.

Project Closeout

- ▽ Review Contractor's Record Drawings and Operations and Maintenance.
- ▽ Perform a post-occupancy evaluation.

DELIVERABLES

Schematic Design

- ▽ Electrical systems "Basis of Design" narrative.

Goss Road Extension
 Proposal for Electrical Engineering Services
 February 9, 2023
 Page 3 of 4

Design Development

- ▽ Outline Specifications.
- ▽ Manufacturer cut sheets (Lighting Fixtures).
- ▽ Drawings that define the scope and major elements of work.

Construction Documents

- ▽ Drawings for permitting and bidding/pricing.
- ▽ Technical specifications for permitting and bidding/pricing.
- ▽ Manufacturer cut sheets (lighting fixtures)

Bidding & Negotiation

- ▽ Design clarification documents (responses to bid "Requests for Information").
 - Addenda to the issued bid documents.

Contract Administration

- ▽ Conformance drawings including all addenda and response to bid "Requests for Information".
- ▽ Written supplemental instructions
- ▽ Design clarification or revision documents.
- ▽ Responses to construction "Requests for Information".

BASIC ENGINEERING & DESIGN SERVICES INCLUDED

Electrical Systems

- ▽ Electrical service entrance/utility coordination
- ▽ Manhole & duct bank design

CONTRACT ADOPTED BY REFERENCE

AIA Standard Form of Agreement between Architect and Consultant, Document C141-1997 is adopted and made part of this agreement with the exception of the following:

- 3.2 *Evaluation of Budget and Cost of Work*
 - 3.2.5.4 *cooperate in revising the Project Scope and quality as required to reduce cost of the work*
- 9.2 *Arbitration*
- 12.5 *Payments to the Consultant shall be made promptly after the Architect is paid by the Owner under the Prime Agreement. The Architect shall exert reasonable and diligent efforts to collect prompt payment from the Owner. The Architect shall pay the Consultant in proportion to amounts received from the Owner which are attributable to the Consultant's services rendered.]*

BASIS OF PROPOSAL

- ▽ Drawings/models from other design disciplines will be furnished in electronic format (DXF, DWG, or RVT) for our use on the project.
- ▽ Drawings and documents furnished for each deliverable listed in Project Phase Description will be transmitted in electronic digital file format ready for reproduction (Adobe Acrobat .pdf).
- ▽ Requirements of the contract between SAIN Associates and the Owner do not apply unless specifically included in this proposal.

Goss Road Extension
 Proposal for Electrical Engineering Services
 February 9, 2023
 Page 4 of 4

HOURLY RATES:

(*Hourly rates may be adjusted in accordance with normal salary review practices.)

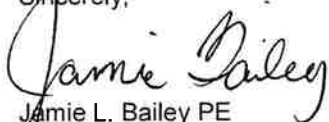
Principals	\$140.00/hour
Senior Engineer	\$140.00/hour
Senior Project Manager	\$140.00/hour
Project Manager	\$120.00/hour
Project Engineer	\$110.00/hour
Senior Designer	\$100.00/hour
EIT	\$ 80.00/hour
Designer	\$ 80.00/hour
CADD Technician	\$ 70.00/hour
Administrative Assistant	\$ 60.00/hour

ACCEPTANCE

To approve our proposal, please sign in the space provided below and return to us for our files.

We appreciate the opportunity to offer this proposal and look forward to the successful completion of the project.

Sincerely,



Jamie L. Bailey PE
 Consulting Construction Engineering

ACCEPTED: _____

DATE: _____

Copies to:



2607 Leeman Ferry Road, Suite 5
Huntsville, AL 35801
Ph: (256) 713-0056
www.BuildingAndEarth.com

February 8, 2023

Sain Associates, Inc.
5021 Technology Drive NW
Suite B2
Huntsville, Alabama 35805

Attention: Mr. Harry Wilson P.E.
Title: Huntsville Branch Manager

Subject: Proposal to Provide Subsurface Exploration and
Geotechnical Consultation Services
Goss Road Extension & Secured Gateway Mass Grading
Huntsville, Alabama
Building & Earth Proposal No.: HV25031

Dear Mr. Wilson:

Building & Earth Sciences, Inc. is pleased to submit this proposal to provide Subsurface Exploration and Geotechnical Consultation for the Goss Road Extension & Secured Gateway Mass Grading project located in Huntsville, Alabama. This proposal documents our understanding of the project, outlines our approach to the work, and presents an estimated budget for our services.

Project information was provided by Mr. Harry Wilson with Sain to Mr. Srdj Boskovic with Building & Earth. We were also provided with the following PDF drawings:

- Secured Gateway Conceptual Mass Grading drawing, dated January 30, 2023.
- Goss Road Extension drawing, dated December 15, 2022

We understand the project consists of construction of approximately 2,300 linear feet of roadway section (Goss Road Extension) and mass grading of Secured Gateway.

Birmingham, AL • Auburn, AL • Huntsville, AL • Montgomery, AL
Tuscaloosa, AL • Columbus, GA • Louisville, KY • Raleigh, NC • Dunn, NC
Jacksonville, NC • Springdale, AR • Little Rock, AR • Ft. Smith, AR • Tulsa, OK
Oklahoma City, OK • DFW Metroplex, TX • Virginia Beach, VA • Nashville, TN

Goss Road Extension & Secured Gateway Mass Grading, Huntsville, AL
 Proposal No.: HV25031, February 8, 2023

SITE GEOLOGY

According to the Geologic map of Alabama (Special Map 220), the subject site is underlain by the Tuscumbia Formation of Mississippian Age, which is a part of the Interior Low Plateaus physiographic section. The bedrock associated with the Tuscumbia consists of light gray limestone with chert nodules. The rock weathers to a moderately to highly plastic clay with occasional chert.

Since the Tuscumbia is primarily a carbonate rock, it is subject to dissolution along both joints and bedding planes. The dissolution process tends to initially form vertical slots in the limestone. The overlying residual soil can be eroded downward into these vertical slots which subsequently become filled with soft, wet soils. As a result of the physical and chemical weathering process, the bedrock surface is typically highly variable, with relatively hard blocks and pinnacles separated by soil-filled slots. Sinkholes are common in the Tuscumbia Formation due to solution cavities and zones of fracturing associated with the bedrock.

GEOTECHNICAL SCOPE OF SERVICES

The purpose of the geotechnical exploration will be to determine general subsurface conditions at the site and to gather data on which to base a geotechnical evaluation with respect to the proposed construction. The work will include soil test borings, double ring infiltrometer field permeability testing, laboratory analysis, and an evaluation appropriate to address the geotechnical aspects of the proposed construction.

Coordination & Field Exploration

- Coordination and Scheduling: We plan to use our in-house drillers to drill this site and will coordinate our work with you.
- Utility Clearances: Since the site located inside the Redstone Arsenal, we will call Wolf Creek for utility clearances.
- Site Access: The eastern half of the site appears to be wooded thus clearing will be required in order to access boring locations.
- Drilling and Sampling:
 - We will perform a total of 77 soil test borings throughout the site to a depth of 10 feet or auger refusal, whichever occurs first. Six Standard Penetration Test (SPT) borings will be performed in the Goss Road Extension section and the remaining 71 SPT borings will be performed in the general area of Secured Gateway Mass Grading. Standard penetration testing (SPT) in accordance with ASTM D1586 will be performed at 2-½ foot intervals in the

Goss Road Extension & Secured Gateway Mass Grading, Huntsville, AL
 Proposal No.: HV25031, February 8, 2023

upper 10 feet. The proposed boring location plan is shown on the following page.



Figure 1. Proposed Boring Locations

- Groundwater: After drilling the hollow stem auger borings, we will measure the groundwater level at the end of the day. Once groundwater readings are recorded, the borings will be backfilled with auger cuttings.
- To evaluate the drainage in the proposed detention area in the northwest portion of site, we will also perform two double ring infiltrometer tests at the proposed bottom elevation of the detention area.

Laboratory Testing

The quantity and nature of the laboratory tests we perform will vary depending upon the type of soils encountered. Based on the drilling scope and requested geotechnical evaluations, we anticipate performing the following laboratory tests:

Goss Road Extension & Secured Gateway Mass Grading, Huntsville, AL
 Proposal No.: HV25031, February 8, 2023

Test	ASTM	No. of Tests
Natural Moisture Content	D2216	120
Atterberg Limits	D4318	15
Material Finer Than No. 200 Sieve by Washing	D1140	15
Laboratory California Bearing Ratio	D1883	2

Engineering Analysis and Reporting

The results of the investigation will be documented in a written report that will address the following items:

- Site geology and potential impact on the site development.
- Summary of existing surface conditions.
- A description of the subsurface conditions encountered at the soil test boring locations including a description of the groundwater conditions observed in the boreholes during drilling.
- Presentation of laboratory test results.
- Site preparation considerations including material types to be expected at the site and treatment of unsuitable soils, if encountered.
- Compaction requirements and recommended criteria to establish suitable material for structural backfill.
- Recommendations for appropriate pavement buildup for the Goss Road extension.
- Infiltration test results.

FEE AGREEMENT

Base Services Fee:

Task	Fee
Coordination and Field Exploration (including clearing access to boring locations)	\$35,900
Laboratory Testing	\$4,450
Engineering Analysis and Reporting	\$3,900
LUMP SUM FEE	\$44,250

Authorization*

The cost of our services will be based on the amount of work necessary to evaluate the geotechnical conditions for planning and design purposes. If conditions are encountered

Goss Road Extension & Secured Gateway Mass Grading, Huntsville, AL
Proposal No.: HV25031, February 8, 2023

that require additional analysis, we will discuss a modified work scope with your office. We will not exceed the estimated budget without prior authorization.

After issuance of the FINAL report, any additional revisions, client meetings, and/or consultations will be billed on a unit fee basis for a Geotechnical Professional at a rate of **\$150/hr.**

SITE ACCESS AND UTILITIES

Based on our experience at the project site, it appears that the eastern half of the site is wooded and clearing will be required in order to access our borings. We will notify the Wolf Creek service to locate buried utility lines. Additionally, we request that the owner identify any buried utilities at the site. Building & Earth Sciences, Inc. will not be held responsible for damage to any unmarked utility lines. Regrading and revegetation of areas disturbed by our drilling equipment is not included. Borings will be backfilled with auger cuttings upon completion of drilling.

SCHEDULE

We anticipate that the field operations can be started within 15 business days after receiving written authorization to proceed. The fieldwork will take about 7 working days to complete. The written report will be available within 10 business days following completion of the field exploration.

We will discuss the site conditions with you during the course of the work and can provide preliminary recommendations as the work proceeds. Weather may extend the time required for the field exploration (and overall schedule) if rainy days occur prior to or after commencement of the exploration.

AUTHORIZATION

We have attached a copy of a Standard Proposal Acceptance Form, which, when signed and returned to Building & Earth, will serve as authorization to proceed with the proposed scope of work. Changes to the work scope by virtue of design changes or unusual subsurface conditions should also be authorized in writing.

Goss Road Extension & Secured Gateway Mass Grading, Huntsville, AL
Proposal No.: HV25031, February 8, 2023

CLOSING

We appreciate the opportunity to submit this proposal for subsurface exploration and geotechnical engineering services for the proposed construction and look forward to working with you on this project. If you have any questions regarding this proposal, please contact the undersigned.

Respectfully submitted,
BUILDING & EARTH SCIENCES, INC.



Srdj Boskovic, P.E.
Regional Manager



Jeff C. Pepper, P.E.
Chief Engineer

**PROPOSAL FOR PROFESSIONAL
LANDSCAPE, IRRIGATION DESIGN SERVICES**

**GOSS ROAD AND
SECURED GATEWAY EXTENTION
Huntsville, Alabama**

PREPARED FOR:

**Mr. Harry Wilson, P.E.
SAIN ASSOCIATES
5021 Technology Drive NW
Suite B2
Huntsville, Alabama 35805**

Prepared By:

**GreenView Studio, Inc.
2700 Lanark Road
Birmingham, Alabama 35223**

February 13, 2023

OUR APPROACH AND SCOPE OF WORK

It's our understanding that the The Redstone Gateway development will require Landscape and Irrigation design services. The scope includes the Secured Gateway and Goss Road Extension (2300 LF of roadway).

It is important to have a design consultant who understands your project's special challenges and who is committed to a relationship that will solve those challenges. Our firm has the capability to respond quickly, assess the required tasks, and prepare viable alternatives that are acceptable to Sain Associates. We avoid conflicts by aggressively seeking out the pertinent information and applying it accurately.

Experience in working with developers, architects, and their unique deadlines, is another prerequisite to the successful implementation of this program. We also understand the special requirements, pressures, and planning issues imposed by city governments. Our solutions and recommendations will address all of these and be responsive to them.

SCHEMATIC DESIGN

In this phase we will provide a preliminary evaluation of the proposed program, schedule and construction budgets.

After agreement on this preliminary evaluation, we agree to prepare Schematic Design Documents consisting of drawings, color presentation boards and other items necessary to define the scope as outlined by Sain Associates. Additionally, we will:

- Review and integrate any city/county and/or COPT landscape requirements.
- Assist in the review of the overall Site Master Plan and its' relationship to traffic and pedestrian circulation.
- Collaborate on the development of the utilities, grading and lighting.
- Collaborate with the Environmental Designers on the design direction for future project site signage.
- Collaborate with other consultants (i.e. lighting and city depts.).

One design meeting for review is also included in this phase.

DESIGN DEVELOPMENT

Based upon the approved Schematic Design documents and authorized adjustments to the program, schedule and budget, we will prepare Design Development Documents with graphics and related documentation as required. The following tasks will include:

- Review updated Site Layout Plan, sections and utility plans as necessary.
- Prepare revised Design Development Drawings of the site landscape plans incorporating any changes for your approval.
- Assist in the preparation and updating of the design budget estimate.

- Develop Irrigation Limits/Sleeving Plan.

One design meeting for review is also included in this phase.

CONSTRUCTION DOCUMENTS

Based on your approval of the Design Development Drawings and any adjustments in the scope of the project directed at this time, we agree to prepare Contract and Bid Documents for the work as defined within the scope of services of this proposal. The Contract Documents consist of drawings and specifications, providing all of the information necessary for installation of the work, including the following:

- Plans, details and dimensions necessary for the layout of all landscape improvements;
- Specific selection and identification of all plant types (genus and species, height, spread, character, etc.);
- The exact quantity, location, and spacing of all plant material;
- Specifications describing in detail all phases of the installation, inspection, maintenance and guarantee of the work;
- A complete irrigation plan including details and specifications. The contractor awarded the bid will be required to produce irrigation as-builts in relation to our plan for approval.

Two meetings for final design approval and coordination are included in this phase.

CONSTRUCTION ADMINISTRATION

We will perform the following construction administration activities:

- Prepare sketches or other documents covering proposed changes or corrections in the Work for the Client's review. Scope changes requiring changes to the Construction Documents are considered Additional Services.
- Prepare and distribute clarifications, detailing, and minor changes in the Work necessary to clarify or supplement the Construction Documents.
- Tag and approve selected samples of all proposed plant material. This selection/approval will occur at tree farms and/or nurseries prior to shipment of material.
- Review and evaluate Contractor's Application for Payment based on observations at the site and on the data comprising the Application for Payment.
- Recommend to the Owner that work not conforming to the Contract Documents be rejected.
- Review Change Orders and Construction Change Directive for the Owner's approval and execution.
- Conduct three site observations, as necessary, to determine the date of Substantial Completion of the project and prepare a punchlist of incomplete work.
- Conduct one final site observation to confirm completion of punchlist items necessary for final completion of the Project.
- Review and transfer the Contractor's closeout documents required by the Contract Documents.

PROFESSIONAL FEES

We propose the following fee stipulations based on your site plans. Our professional fees quoted are all-inclusive and includes all meetings, design, drafting, and administrative time. GreenView Studio, Inc. acknowledges and agrees with the City of Huntsville Contract that Sain Associates is required to abide by for our services.

Reimbursable expenses are invoiced monthly in addition to the professional services. They are expenses incurred as a necessary part of producing the work. All reimbursable expenses will be invoiced at our cost and copies of expenses will be provided with the invoice. We estimate that the reimbursable expenses should not exceed \$200.00. These expenses will coincide with the City of Huntsville contract Article 8.4 include plotting, printing, postage, overnight mail, presentation materials, airfare, car rental, travel time, lodging, and meals (all pre-approved).

We have prepared our fee based on the information provided to us and the preceding scope of work.

SCHEMATIC DESIGN

- Site Design Coordination
- Landscape Plan at 30' Scale
- Construction Budget
- Sketches/photos to Communicate Design Intent
- **Total:** **\$7,000.00**

DESIGN DEVELOPMENT

- Landscape Plan at 30' Scale, w/ Enlargements at 10' Scale
- Construction Budgets
- Sketches/photos to communicate design intent
- Irrigation Limits/Sleeving Plan
- **Total:** **\$5,000.00**

CONSTRUCTION DOCUMENTS

- Landscape Plan and Details
- Construction Budgets
- Irrigation Plan and Details
- **Total:** **\$10,000.00**

CONSTRUCTION ADMINISTRATION

- **Total:** **\$5,000.00**

Grand Total: **\$27,000.00**

Additional Services accepted outside of the scope required in the Contract would be negotiated separately with Sain Associates:

Our hourly rates are as follows:

Principal	\$ 110.00
Senior Associate	\$ 85.00
Staff Landscape Architect	\$ 65.00
Administrative	\$ 50.00

We thank you for the opportunity to be of service to you and pledge to you, our very best efforts for an outstanding, successful project together.

Sincerely,



Lois S. Mash, ASLA

Accepted:
SAIN ASSOCIATES, INC.
BY: Harry Wilson, PE
Huntsville Branch Manager



Signature of Authorized Representative

Date: 4/19/23

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): Sain Associates Inc.
- ☒ City of Huntsville current taxpayer identification number (if available): 7173
(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 (if applicable)
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input type="checkbox"/> LLC (Multi-Member)	Number & State:
<input checked="" type="checkbox"/> Corporation	Number & State: <u>016-162 ALABAMA</u>
<input type="checkbox"/> 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: [Signature] Title (if applicable): Controller, VP.

Type or legibly write name: Uana Ruffledge Date: 1/30/12

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**

0% COMPLETE – PRE-DESIGN CONFERENCE

The ENGINEER shall meet with the OWNER at a 0% complete - Pre-Design Conference. The OWNER's representative (Project Engineer) will be introduced.

CONFERENCE FORMAT

The pre-design meeting will be initiated by the OWNER. The purpose of the conference will be to give the ENGINEER an opportunity to discuss the design of the PROJECT, to visit the PROJECT site, to receive copies of OWNER -furnished documents, if applicable, and to meet the OWNER'S Project Engineer and other personnel working on the PROJECT.

ATTENDEES: (Required)

- ENGINEER
- ALDOT (as appropriate for the type of project)
- Real Estate
- Landscape Management
- Utilities
- Traffic Engineering
- Planning

DISCUSSION TOPICS :

- Authority of OWNERS representative (Written submittal made to the ENGINEER)
- Tree Ordinance
- Scope of Work
- Time Requirements
- Budget Restraints
- Testing Requirements
- Permit Responsibilities
- Design criteria
- LC&E requirements
- Plan Requirements
- Special Conditions
- Utility Project Notification and a list of all utilities that need to be contacted.

REQUIRED SUBMITTALS TO THE PROJECT ENGINEER

1. A Certificate of Insurance for the ENGINEER and the ENGINEER's sub-consultants shall be submitted to the OWNER's PROJECT ENGINEER per Section 10.6.
2. Prior to the Pre-Design Conference, a completed **draft** design criteria document shall be prepared to the best of the ENGINEER'S ability and in conformance with his fee proposal and will serve as the basis of a discussion topic during the Pre-Design Conference. A **final** version of the design criteria based upon discussion during the meeting shall be prepared by the ENGINEER and distributed with the meeting minutes. A copy of a design criteria format may be found on the City of Huntsville web site at <http://www.huntsvilleal.gov/engineering/index.php>.
3. Within seven (7) calendar days of the 0% Complete - Pre-Design Conference, the ENGINEER shall submit to the OWNER's Project Engineer two color copies and an electronic copy of a schedule in Microsoft Projects format showing the critical path and indicating the time frame for the required milestone events and submittals outlined in this document. The schedule shall support a PROJECT completion date in accordance with the Period of Services in Article 6. When approved, a baseline of the schedule shall be saved from which variances in the schedule can be measured and evaluated.

ATTACHMENT 4 **DESIGN REVIEWS**

30% COMPLETE – CONCEPTUAL DESIGN

This design review is to show the OWNER how the functional and technical requirements will be met, to indicate the ENGINEER's approach to the solution of technical problems, to show compliance with design criteria or to justify noncompliance and to provide an estimate of probable cost. A field review shall be conducted at this juncture with the OWNER's staff and the ENGINEER to review the proposed field alignment of the PROJECT.

CONFERENCE FORMAT

ATTENDEES: (Required)

- Real Estate
- Landscape Management
- Utilities
- Traffic Engineering
- Planning
- City of Huntsville Construction Project Manager
- City of Huntsville Inspector
- City of Huntsville Environmental Representative

DISCUSSION TOPICS:

- ENGINEER presents recommended design/solutions along with other options and alternatives considered.
- ENGINEER presents updates on progress of permitting requirements
- ENGINEER presents progress on coordination with other project participants such as the State of Alabama, sub consultants, etc.
- ENGINEER presents budgetary constraints

REQUIRED SUBMITTALS TO THE PROJECT ENGINEER

1. A preliminary list of all permits to be obtained with associated fees.
2. An updated schedule in Microsoft Projects format showing the critical path shall be submitted.
3. Two color copies and an electronic copy of an updated schedule in Microsoft Projects format showing the critical path shall be submitted.
4. One (1) complete set of all approved permits including Location, Character, and Extent.

ATTACHMENT 4 **DESIGN REVIEWS**

60% COMPLETE – PRELIMINARY DESIGN CRITERIA

The review of the PROJECT at this point is primarily to insure that funding limitations are not being exceeded and to insure that the contract documents, design analysis and cost estimates are proceeding in a timely manner, and that the design criteria and previous review comments are being correctly interpreted. An additional review may be required by the OWNER to review changes proposed from previous submittals.

CONFERENCE FORMAT

ATTENDEES: (Required)

- Real Estate
- Landscape Management
- Utilities
- Traffic Engineering
- Planning
- City of Huntsville Construction Project Manager
- City of Huntsville Inspector
- City of Huntsville Environmental Representative

DISCUSSION TOPICS:

- Additional land acquisition needs, as required.
- Utility Project Notification and a list of all utilities that need to be contacted.
- Technical specifications for special construction items not covered under standard specifications or deviations from standard specifications.
- Update on progress of permitting requirements.
- Erosion control plan requirements, if required by the OWNER.
- Budget constraints.
- Progress on coordination with other project participants such as the City of Huntsville Real Estate Officer (Engineering Department), State of Alabama, sub consultants, etc.

REQUIRED SUBMITTALS TO THE PROJECT ENGINEER

1. One full size print copy and one 1/2 size print copy of all drawings that have incorporated previous comments shall be submitted. Plan/Profile drawings shall be 75% complete. Right-of way drawings shall be 100% complete at this submittal (reference Real Estate Division Plan Requirements Section entitled DRAWINGS, included at the end of this proposal)
2. An update to the schedule in Microsoft Projects format showing the critical path shall be submitted.
3. Unless determined to be inapplicable by the OWNER, Hydraulic reports 75% complete, shall be submitted.
4. Three (3) copies of preliminary plans for utilities shall be submitted.
5. Legal descriptions for takings shall be submitted. The information shall be 100% complete. (reference Real Estate Division Plan Requirements Section entitled DESCRIPTIONS, included at the end of this proposal)
6. Traffic Control Plan, if required. Plan shall be 60% complete at this submittal.
7. Detailed preliminary construction cost estimate shall be submitted.
8. Results of geotechnical investigations shall be submitted.
9. A list of comments made at the 30% review and a summary of each resolution.
10. Two color copies and an electronic copy of an update to the schedule in Microsoft Projects format showing the critical path shall be submitted.

ATTACHMENT 4 **DESIGN REVIEWS**

90% COMPLETE – FINAL REVIEW

The review of this submittal is to ensure that the design is in accordance with directions provided the ENGINEER during the design process.

CONFERENCE FORMAT

DISCUSSION TOPICS

Discussion topics will be handled open forum.

REQUIRED SUBMITTALS TO THE PROJECT ENGINEER

1. One full size print copy and one ½ size print copy of all drawings that have incorporated previous comments shall be submitted. Submittals include Plan/Profile drawings, Construction Details, Detailed cross-sections with cut and fill quantities and storm and sanitary sewer crossings, Erosion control plan, if required, Technical specifications, Right-of way drawings, Traffic Control Plan, Plans for Utilities, Signed Acceptance of Utility Project Notification Form by all affected parties, Design Calculations, and a final cost estimate. All submittals shall be 100% complete.
2. Any changes to Land Acquisition needs shall be identified and Legal descriptions for the changes shall be submitted.
3. A list of comments made at the 60% review and a summary of each resolution.
4. Calculations showing how quantities were determined for each bid item and how the item is to be measured in the field and paid. Three bound copies of corrected quantity calculations to match bid quantities. The following shall be required for each item:
 - Item Number
 - Item Description with standard specification used
 - Detailed calculation to include all measurements, conversion factors, and “standard” weights used
 - Final “calculated” amount and any “increased” amounts
 - Notes to include any deviation from referenced standard specifications

ATTACHMENT 4
DESIGN REVIEWS

100% COMPLETE – READY TO ADVERTISE

After the 90% review, the ENGINEER shall revise the construction documents by incorporating any comments generated during the previous design reviews. The ENGINEER shall prepare final hard copy contract specifications, prepare a bid form, and update the cost estimate as necessary.

ATTACHMENT 5
ENGINEER PERSONNEL FEE SCHEDULE
(ARTICLE 7.1)

PLEASE REFERENCE PAGE 11 OF ATTACHMENT 1

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: <u>October 10, 2023</u>	_____	_____

(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
GreenView Studio, Inc. 2700 Lanark Road Birmingham, AL 35223	Landscape and Irrigation Services	\$27,000.00
Consulting Construction Engineering 1028 23 rd Street South Birmingham, AL 35205	Electrical Engineering Services	\$28,000.00
Building & Earth Sciences, Inc. 2607 Leeman Ferry Road Suite 5 Huntsville, AL 35801	Subsurface Exploration and Geotechnical Consultation Services	\$44,250.00
	SUB-TOTAL	\$99,250.00
	5% Administrative Fee	\$4,962.50
	TOTAL	\$104,212.50

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
ADA grades, elevations and layout	OWNER	90% review, 100% complete	2	Article 2.6
Approval of ENGINEER's Request for Payment.	OWNER	Within ten (10) days of receipt of the request from the ENGINEER.	N/A	Article 3.4
Approval of ENGINEER submittals	OWNER	So as to cause no delay to the ENGINEER 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 6	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.	2	Attachment 4
Preliminary plans for utilities.	Project Engineer	60% design review.	3	Attachment 4
Real Estate Deliverables	Project Engineer	60% design review, 90% review, 100% complete.	Reference Real Estate Division Plan Requirements	Attachment 4, 14 Real Estate Plan Requirements at end of this proposal document
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 60% review – from all affected parties 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 in .dgn format; 1 in .tiff or .pdf format	2	Attachment 4
Digital text files.	Project Engineer	100% complete.	1	Attachment 4
Bid Quantities.	Project Engineer	100% complete. Digital in Excel 2003 format and hard copy	3	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 4
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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: _____
(Utility 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

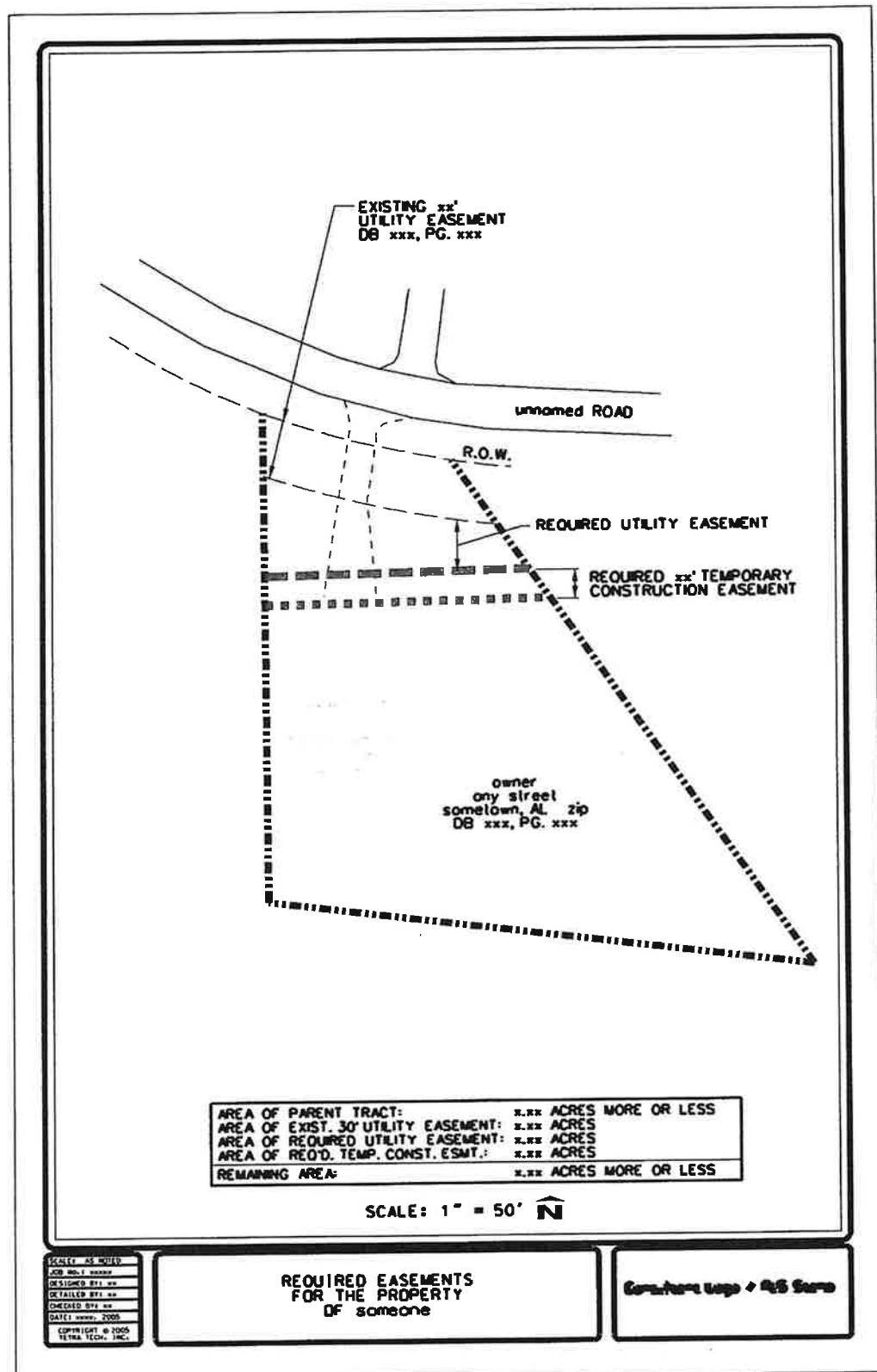
FIELD CONTACT PERSON: _____ PHONE: _____

OFFICE CONTACT PERSON: _____ PHONE: _____

DATE: _____

CONSTRUCTION PLANS FOR PROJECT NAME PROJECT INFORMATION		FOR THE CITY OF HUNTSVILLE HUNTSVILLE, ALABAMA (PROJECT NO. XXXXXXXXX)		TITLE SHEET PROJECT NAME AND INFORMATION CITY OF HUNTSVILLE HUNTSVILLE, ALABAMA	
<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;"> <p>LOCATION SHEET HERE</p> </div> <div style="text-align: center;"> <p>INDEX TO DRAWINGS SHEET NO.</p> </div> </div>		<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;"> <p>HUNTSVILLE The Star of Alabama</p> </div> <div style="text-align: center;"> <p>INDEX TO DRAWINGS SHALL BE PLACED ON COVER SHEET IF POSSIBLE. OTHERWISE IT SHALL BE THE SECOND SHEET IN THE SET.</p> </div> </div>		<p>INDEX TO DRAWINGS SHALL BE PLACED ON COVER SHEET IF POSSIBLE. OTHERWISE IT SHALL BE THE SECOND SHEET IN THE SET.</p>	
				<p>INDEX TO DRAWINGS SHALL BE PLACED ON COVER SHEET IF POSSIBLE. OTHERWISE IT SHALL BE THE SECOND SHEET IN THE SET.</p>	

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 aforesaid** *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)

<u>Description</u>	<u>Color</u>	<u>Line Style</u>	<u>Type</u>
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						

ATTACHMENT 16 – REQUIRED DELIVERABLES

Checklist must be submitted at 100% review and with final invoice.

This is a submittal only. **Return this sheet with submittal**

<u>YES</u>	<u>NO</u>	REQUIRED SUBMITTALS TO THE PROJECT ENGINEER
<input type="checkbox"/>	<input type="checkbox"/>	1. Two (2) sets of complete construction drawing prints sized 24" x 36" sealed and marked "ISSUED FOR CONSTRUCTION". Drawings information shall be referenced to Alabama State Plane Coordinate system, NAD1983 Alabama East Zone as described in the <u>Code of Alabama</u> (1975), Section 35-2-1. Surveys shall be tied to a minimum of two accepted GPS monuments or one GPS tie point plus an astronomic observation to determine grid north or GPS Survey.
<input type="checkbox"/>	<input type="checkbox"/>	2. One (1) Micro station digital and One (1) digital file in either .tiff or .pdf format of construction drawings (must be signed and sealed) – sized 11" x 17".
<input type="checkbox"/>	<input type="checkbox"/>	3. Two (2) sets of right-of-way drawing prints sized 24" x 36" sealed and marked "ISSUED FOR CONSTRUCTION". Drawings information shall be referenced to Alabama State Plane Coordinate system. NAD1983 Alabama East Zone
<input type="checkbox"/>	<input type="checkbox"/>	4. One (1) Micro station digital file of right-of-way drawings.
<input type="checkbox"/>	<input type="checkbox"/>	5. Two (2) print sets of 8-1/2" x 11" legal descriptions for right-of-way (REVISED SETS ONLY)
<input type="checkbox"/>	<input type="checkbox"/>	6. One (1) digital text file of legal descriptions for right-of-way (REVISED FILE ONLY)
<input type="checkbox"/>	<input type="checkbox"/>	7. One (1) print copy of Final Construction Cost Estimate.
<input type="checkbox"/>	<input type="checkbox"/>	8. One (1) digital spread sheet file of Final Construction Cost Estimate.
<input type="checkbox"/>	<input type="checkbox"/>	9. Three (3) printed and bound copies of corrected quantity calculations to match Final Bid Quantities.
<input type="checkbox"/>	<input type="checkbox"/>	10. One (1) digital spread sheet file (Excel 2003 format) of Final Bid Quantities.
<input type="checkbox"/>	<input type="checkbox"/>	11. Two (2) print sets of contract specifications.
<input type="checkbox"/>	<input type="checkbox"/>	12. One (1) digital text file of contract specifications.
<input type="checkbox"/>	<input type="checkbox"/>	13. One (1) complete set of signed and sealed calculations.
<input type="checkbox"/>	<input type="checkbox"/>	14. One (1) complete set of permits for COH signature and Engineer's submittal to include but not limited to USACE, ADEM NPDES NOI, ETC. This package will also include CBMPP, ALDOT Maintenance, ROW and utility permit Applications for ALDOT Funded Projects as required.
<input type="checkbox"/>	<input type="checkbox"/>	15. One (1) complete set of all field notes.
<input type="checkbox"/>	<input type="checkbox"/>	16. One (1) copy of digital aerial photography obtained for this PROJECT in (.tif) format, as necessary.
<input type="checkbox"/>	<input type="checkbox"/>	17. Utility Project Notification forms and a list of all utilities that need to be contacted.

_____ Engineer



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/10/2023

File ID: 2023-567

Department: Engineering

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and SAIN Associates, Inc., for Engineering Design Services for Sanitary Sewer for Redstone Gateway Secure Area and Redstone Gateway, Phase, III, Project No. 71-23-SP38.

Resolution No.

Finance Information:

Account Number: 3080-71-00000-530000-BUDGET01

City Cost Amount: \$31,728.00

Total Cost: \$31,728.00

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:

Design contract with Sain Associates for sanitary sewer to serve Redstone Gateway Phase III and the Secured Area, consisting of approximately 4,200 feet of gravity sanitary sewer extension.



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/10/2023

File ID: TMP-3213

Department: Engineering

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and SAIN Associates, Inc., for Engineering Design Services for Sanitary Sewer for Redstone Gateway Secure Area and Redstone Gateway, Phase, III, Project No. 71-23-SP38.

Resolution No.

Finance Information:

Account Number: 3080-71-00000-530000-BUDGET01

City Cost Amount: \$31,728.00

Total Cost: \$31,728.00

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:

Design contract with Sain Associates for sanitary sewer to serve Redstone Gateway Phase III and the Secured Area, consisting of approximately 4,200 feet of gravity sanitary sewer extension.

RESOLUTION NO. 23-

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, Alabama and SAIN Associates, Inc., in the amount of THIRTY-ONE THOUSAND SEVEN HUNDRED TWENTY-EIGHT AND NO/100 DOLLARS (\$31,728.00) for Engineering Design Services for, Sanitary Sewer for Redstone Gateway Secure Area and Redstone Gateway, Phase, III, Project No. 71-23-SP38, 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 "Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and SAIN Associates, Inc., for Engineering Design Services for Sanitary Sewer for Redstone Gateway Secure Area and Redstone Gateway, Phase, III, Project No. 71-23-SP38," consisting of a total of nineteen (19) pages, plus thirty-nine (39) additional pages consisting of Attachments 1-16, and the date of August 10, 2023, 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 10th day of August, 2023.

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

APPROVED this the 10th day of August, 2023.

Mayor of the City of Huntsville,
Alabama

AGREEMENT BETWEEN
CITY OF HUNTSVILLE, ALABAMA
AND
SAIN ASSOCIATES, INC.
FOR
ENGINEERING DESIGN SERVICES
FOR
SANITARY SEWER FOR REDSTONE GATEWAY SECURE AREA
AND REDSTONE GATEWAY, PHASE III

Project ID Number 71-23-SP38
August 10, 2023

**_____
President of the City Council of the City of
Huntsville, Alabama
Date: August 10, 2023**

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AGREEMENT BETWEEN
CITY OF HUNTSVILLE, ALABAMA
AND
SAIN ASSOCIATES, INC.
FOR
ENGINEERING DESIGN SERVICES
FOR
SANITARY SEWER FOR REDSTONE GATEWAY SECURE AREA
AND REDSTONE GATEWAY, PHASE III
Project ID Number 71-23-SP38

THIS AGREEMENT made as of the 10th day of August in the year 2023, by and between the CITY OF HUNTSVILLE, ALABAMA (hereinafter called OWNER), and SAIN ASSOCIATES, INC., (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 the design of Sanitary Sewer for Redstone Gateway Secure Area and Redstone Gateway, Phase III, 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.

- 1.4** The engineering professionals performing work on this contract shall perform the services with the professional skill and care ordinarily provided by a competent engineering professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineering professional.

ARTICLE 2 – DESIGN SERVICES OF THE ENGINEER

- 2.1** ENGINEER shall provide for OWNER Professional Engineering Services for the design of Sanitary Sewer for Redstone Gateway Secure Area and Redstone Gateway, Phase III.
- 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** Upon the OWNERS authorization, the ENGINEER shall prepare construction documents consisting of drawings and specifications setting forth in detail the requirements for construction of the PROJECT. The ENGINEER warrants that such construction documents are accurate, coordinated and adequate for the construction and 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. Products or materials specified by the ENGINEER that are available from only one source shall be justified in writing by the ENGINEER in order to meet applicable federal, state, or local procurement or bid requirements.
- 2.4** A contract for the professional services of a design professional shall require the design professional to perform the services with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.
- 2.5** The ENGINEER shall prepare appropriate bid alternates as necessary in order to assure that the PROJECT can be awarded within the PROJECT budget limitations.
- 2.6** 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.
- 2.7** The ENGINEER shall incorporate into its design, and into its final work products, the requirements contained within the OWNER's engineering standards, standard specifications, and design manuals referenced in ATTACHMENT 3. The ENGINEER shall also incorporate into its design, where applicable, Americans with Disabilities Act (ADA) grades, elevations and layout for each handicap ramp within the project. The requirements of the State of Alabama Department of Transportation design standards shall be reviewed for applicability and incorporated into portions of the work where joint participation between the OWNER and the State is applicable. When conflicts are noted between the OWNERS requirements and standards of others, the OWNERS standards shall take precedent. Discrepancies shall be brought to the attention of the OWNER. Deviations from OWNER's requirements shall be identified to the OWNER by the ENGINEER in writing prior to incorporating the changes.
- 2.8** The ENGINEER shall obtain all Planning Commission approvals with regard to location, character and extent, as required.

- 2.9** The ENGINEER shall obtain a Utility Project Notification Form (Attachment 10) from all affected utilities on the project by the 60% design review stage. Acceptance shall be provided as a signed original by all affected parties at the 90% design review stage.
- 2.10** 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.
- 2.11** During the process of design and preparation of the construction documents, the ENGINEER shall review with the OWNER the construction documents, the estimate of probable construction cost, schedule, and other design services issues. Such review shall be, at a minimum, as outlined in ATTACHMENT 4 as 0%, 30%, 60%, and 90% completion stage. Following such reviews, the ENGINEER shall make any appropriate revisions thereto to assure compliance with the OWNER's requirements.
- 2.12** 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

- 2.13** The ENGINEER shall comply with the City of Huntsville Tree Ordinance and carry the requirements referenced therein with deliverables (drawings, specifications, etc.) in accordance with Section 27-57 of the City of Huntsville Code of Ordinances (Ord. No. 04-45, §13, 2-12-2004).
- 2.14** The ENGINEER shall prepare the pre-bid agenda after obtaining comments from stakeholders such as affected utilities, City of Huntsville Construction Project Engineer and Inspector(s), and other City of Huntsville departments as applicable. The ENGINEER shall moderate the pre-bid meeting, prepare meeting minutes, make clarifications, prepare addendums, and distribute to bidders.
- 2.15** 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

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 services not otherwise required herein which are made necessary solely by the default of the ENGINEER or major defects or deficiencies in the work of the ENGINEER. These services shall be provided with no increase in the contract amount and will not be compensable on an hourly basis.
- 4.5 Providing expert witness services and other services arising out of claims.
- 4.6 Provide services to stake site during construction.

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 reviewed 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 August 11, 2023. The final completion date for the completion of design services as outlined in Article 2 shall be October 10, 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's. 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 the LUMP SUM AMOUNT OF THIRTY-ONE THOUSAND SEVEN HUNDRED TWENTY-EIGHT AND NO/100 DOLLARS (\$31,728.00) for design services as described in Article 2. 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.

Reimbursable expenses shall be limited during the term of this agreement as stated in Art. 7.1 Basic Services.

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

Engineering Design Services – LUMP SUM AMOUNT OF	\$31,728.00
TOTAL CONTRACT AMOUNT:	<u>\$31,728.00</u>

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. Additionally, invoices for services that are not contracted for as "lump sum" in Article 4 must also be itemized and include, as a minimum, a description of each task performed, the amount of time utilized performing each task, the name(s) of personnel who performed the task and the cost for each specific task. 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 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 CHANGES

9.5.1 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.

9.5.2 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.

9.6 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.

9.7 SEAL ON DOCUMENTS

- 9.7.1** 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.
- 9.7.2** 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.
- 9.7.3** 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.
- 9.7.4** 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.

9.8 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 ENGINEER.

9.9 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.

9.10 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.

9.11 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 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. 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. 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.

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 of, 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 FEDERAL IMMIGRATION LAW

By signing this Agreement, 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.

11.10 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.

11.11 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.

11.12 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.

11.13 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 sub-consultants 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:
SAIN ASSOCIATES, INC.

OWNER:
CITY OF HUNTSVILLE

BY: _____
Becky White

BY: _____
Tommy Battle

TITLE: _____
Chief Operating Officer

TITLE: _____
Mayor

ATTEST: _____

ATTEST: _____

Given under my hand this _____ day

Given under my hand this _____ day

Of _____, 2023.

Of _____, 2023.

Notary Public

Notary Public

My commission expires _____

My commission expires _____

ATTACHMENT 1-SCOPE OF SERVICES

(Refer to letter dated February 22, 2023, from Harry Wilson to Kathy Martin and attachments).



February 22, 2023

Kathy Martin, PE
 City Engineer
 City of Huntsville
 320 Fountain Circle
 Huntsville, Alabama 35081

5021 Technology Drive NW
 Suite B2
 Huntsville, Alabama 35805
www.sain.com

SUBJECT: Secured Gateway Sanitary Sewer
 Huntsville, Alabama
 SA Project #230040

Dear Kathy:

We appreciate the opportunity to submit this proposal for civil engineering services for the Sanitary Sewer for the Secured Gateway and Redstone Gateway Phase 3. The following is a description of our understanding of your project and the scope of services that we propose to undertake.

General Project Understanding

- LW Redstone (COPT) intends to construct approximately 4,200' of gravity sanitary sewer from the existing sewer on Redstone Arsenal to serve the Redstone Gateway Phase 3 and the Secured Gateway.
- We will use the Conceptual Sanitary Sewer Plan (CU1) by SAIN Associates dated February 16, 2023 as our basis of design.
- Sain Associates will coordinate with LW Redstone, Redstone Arsenal and the City of Huntsville for approvals related to our design.
- It is our understanding from previous work at Redstone Gateway that there should be no environmental issues within the site. Therefore, we have excluded it from this proposal.
- For design we will rely on the ground-run survey performed by SAIN Associates in February 2023 on the Secured Gateway and the ground-run survey of the Phase 3 area that will be performed under this contract.
- We will prepare an NPDES Stormwater Pollution Prevention Package for submittal to ADEM. We will coordinate this submittal with you or a selected contractor, as the Permittee. ADEM requires the Permittee to create an account on their website, and we will assist you through this process if needed.
- The force main relocation will follow the northern route to the area of I-565.
- Our proposal is based on the information shown above. If any of this information changes, please let us know, and we will revise our proposal.

Secured Gateway Sewer
 City of Huntsville
 February 22, 2023
 Page 2



Scope of Services

Construction Documents

We will begin preparation of the Construction Documents upon approval of the conceptual layout and finalization of the survey. We will use Sain's standard 24" x 36" sheet border and title block, or we may use a City of Huntsville title block provided by you, if preferred.

The following design elements will be provided:

- We will prepare a sanitary sewer main extension from the existing sewer main to the Phase 3 area following the general alignment shown on the conceptual sewer plan.
- We will prepare a sanitary sewer main extension from the existing sewer main to the Secured Gateway following the general alignment shown on the conceptual sewer plan.
- Coordination with LW Redstone, Redstone Arsenal and City of Huntsville.
- Coordination with the City's Project Manager and assisting them with the construction cost estimates for the bid package.
- The sanitary sewer will be designed to according to the 2011 City of Huntsville Design and Acceptance Manual for Sanitary Sewer.
- We will coordinate with the City of Huntsville for approval of the plans we design. We understand that an easement will be required for the main extension.
- Coordination with the City's Project Manager and assisting them with the construction cost estimates for the bid package.
- Submittals for approval to the appropriate review agencies.
- Bidding and negotiation (attend one pre-bid and one pre-construction conference).

Revisions to Plans - Once we have your approval of the conceptual alignment, we will begin preparation of final construction documents. Once this final design has begun, significant revisions requested will be outside the basic service and performed in accordance with the hourly rate schedule enclosed. We will notify you prior to beginning any such additional work to adjust our fee and schedule. We would proceed when we have clear written authorization from you.

We will provide digital reproductions in pdf format upon completion of design. This deliverable does not include providing stakeout files for the contractor's use in construction stakeout. If needed, a dwg file can be made available to the contractor once the project is awarded for construction upon the contractor's execution of our Electronic File Transfer Agreement, and if necessary, the payment of a fee for the preparation and transmittal of said file. The file would be provided in Sain's current design software format only.

Force Main Relocation Topographic Survey

Sain will provide a topographic survey along the route of the force main relocation, as shown on the attached sketch. The survey will be performed in accordance with the Standards of Practice for Surveying in the State of Alabama. The extents of the survey will be about 1,800' long and 30' wide. The survey will include, any pertinent features observed while surveying the project. contours will be shown at 1-foot intervals on the survey. We will locate above ground structures indicating underground utilities only.

Secured Gateway Sewer
 City of Huntsville
 February 22, 2023
 Page 3



Visible drainage structures will be shown indicating top and invert elevations as well as type and size of pipes, where accessible. Visible improvements will be shown including fences and paved areas.

Sewer Easement Tract Sketches and Legal Descriptions

Sain will provide sanitary sewer easement descriptions for the proposed sewer lines at the Redstone Gateway Development area. Tract sketches and legal descriptions will be provided for the proposed sewer lines on the East and West side of Rideout Road located at Redstone Gateway and Secured Gateway.

Exclusions

The following services are excluded from this proposal but can be provided if deemed necessary and requested by you: fire protection flow tests; bidding; advertising; preparation of contract documents; the cost of filing fees for permits and approvals; re-zoning activities; environmental studies or permitting; geotechnical studies; retaining wall design; traffic impact studies; construction administration; boundary survey; ALTA survey; as-built surveys and certification; ALDOT design and permitting; sanitary sewer lift station design; storm water monitoring during construction; full time CE&I (inspections); or other scope not specifically included. Although not anticipated at this time, any work listed above that may arise will not begin until we have received written authorization from you to proceed.

Fees

We propose to provide the above-described services based on the following fee schedule:

Construction Documents.....	Lump Sum \$25,638
Force Main Relocation Topographic Survey.....	Lump Sum \$3,090
Sewer Easement Tract Sketches and Legal Descriptions.....	Lump Sum \$3,000

Total Estimated Budget..... \$31,728

Reimbursable expenses such as printing, shipping, plan/permit application fees, mileage, etc. are included in the above fees.

Procedures for Changes in Scope of Work

The scope of work documented herein is based upon information known as of the date of this proposal. Should future changes (e.g. site plan, regulatory, project phasing, additional meetings, etc.) necessitate changes in the scope of work, we will contact you to discuss the scope of the additional work and its impact to our contracted fees and project schedule. No additional work will be undertaken by Sain or our subconsultants without your authorization.

Proposal Limitations

We reserve the right to withdraw or modify this proposal if not contracted within 60 days.

Sain Associates has provided this proposal with the understanding that you have selected our firm to perform professional services based upon our staff's qualifications, experience and reputation and not solely upon the cost of the services proposed. We trust the fees outlined herein are acceptable and within your project budgetary plans. We look forward to commencement of the work and will be glad to address any questions or concerns you have regarding the technical scope and/or schedule of fees for this proposal. If you should request additional prices for the scope of work included herein from other

Secured Gateway Sewer
 City of Huntsville
 February 22, 2023
 Page 4



consulting engineers and/or land surveyors, please consider our proposal withdrawn in order to comply with Alabama Administrative Code Chapter 330-X-14-.05(f).

Schedule

We can begin our services after we have received this fully executed agreement. We are prepared to begin immediately, and we will work with you to establish a schedule upon receipt of a Notice to Proceed.

Labor Rates

The attached rates are good for the duration of the contract and/or until all specified work described in the "Scope of Service" has been satisfied.

Thank you for the opportunity to provide this proposal. If you have any questions or need clarification on any item, please call me. We look forward to working with you.

Sincerely,

SAIN ASSOCIATES, INC.

Harry Wilson, PE
 Huntsville Business Manager
 Alabama License No. 15665

Enclosures:
 Conceptual Sewer
 Force Main Relocation Sketch

OFFERED:
 SAIN ASSOCIATES, INC.
 BY: James A. Meads, PE
 CEO
 Alabama License No. 17294

Signature of Authorized Representative

Date: February 22, 2023

ACCEPTED:
 CITY OF HUNTSVILLE

BY: _____
 Signature of Authorized Representative

 Print Name & Title

Date: _____

2/22/2023

City of Huntsville Engineering Division

5:31 PM

Project No.	
Project Name	Secured Gateway Sanitary Sewer
Description	Sanitary Sewer Extension with Partial Force Main Relocation
Scope of Work	Design for approx. 4200 LF of San. Sewer 1800 LF of FM Relocation
Project Length	
C.O.H. Project Engineer	
Engineering Consultant	Sain Associates, Inc.

GRAND TOTAL OF FEE PROPOSAL

	Labor Cost	Out-of-pocket Expenses	Fee
Corridor Study	\$0.00	\$0.00	\$0.00
Field Surveys	\$6,090.00	\$0.00	\$6,090.00
Preliminary Roadway Plans	\$0.00	\$0.00	\$0.00
Preliminary Bridge Plans	\$0.00	\$0.00	\$0.00
Right-of-Way Map, Tract Sketches and Deeds	\$0.00	\$0.00	\$0.00
Roadway Plans	\$0.00	\$0.00	\$0.00
Bridge Plans	\$0.00	\$0.00	\$0.00
Drainage Plans	\$0.00	\$0.00	\$0.00
Sanitary Sewer Plans	\$24,128.00	\$1,510.00	\$25,638.00
Environmental	\$0.00	\$0.00	\$0.00
GRAND TOTAL FEE			\$31,728

LABOR RATES	Effective Time Period	March 2023 - December 2023
Classification	Hourly Rate	Assigned Personnel
Project Engineer	\$230.00	Darren Hamrick, Harry Wilson, Brett Wiseman
Environmental Scientist		
Design Engineer	\$205.00	Chris Jenkins, Matt Hogan
Engineer Tech. / CADD	\$125.00	Ryan Medley, Hunter Skipper
Clerical	\$88.00	Latoya Carney, Stacy Huffman, Heather Turner, Liz
PLS	\$155.00	Gary Pitzing
Survey Crew	\$190.00	Skylar Shelton, Scott Rozell

Signed

Date

Position/Title



2/22/2023

City of Huntsville Engineering Division

5:31 PM

Project No.			
Project Name Secured Gateway Sanitary Sewer			
Description Sanitary Sewer Extension with Partial Force Main Relocation			
Scope of Work Design for approx. 4200 LF of San. Sewer 1800 LF of FM Relocation			
Project Length 0.00			
C.O.H. Project Engineer 0.00			
Engineering Consultant Sain Associates, Inc.			
FIELD SURVEY			Engineer Survey Tech. / PLS Crew CADD
Based on a 0 Man Crew			
Task	ESTIMATED MAN-DAYS		
Contact Property Owners	0.00	0.00	0.00
Perform Basic Control Survey	0.00	0.00	0.00
Obtain Topographic Data	0.00	0.00	0.00
Define Drainage Areas/Prepare Schematic Drainage Map	0.00	0.00	0.00
Identify/Locate Utilities	0.00	0.00	0.00
Tie to Required Property Corners	0.00	0.75	0.00
Obtain Copies of Latest Deeds	0.00	0.00	0.00
Set & Reference PIs, PCs, POTs, POCs, & other critical points	0.00	0.00	0.00
Prepare Detailed Topographical/Field Map	0.00	0.00	0.00
Tract Sketches and Legal Descriptions	1.50	0.00	0.00
Force Main Relocation Topographic Survey	0.25	1.50	0.50
	0.00	0.00	0.00
	0.00	0.00	0.00
TOTALS	1.75	2.25	0.50

2/22/2023

City of Huntsville Engineering Division

5:31 PM

Project No.			
Project Name	Secured Gateway Sanitary Sewer		
Description	Sanitary Sewer Extension with Partial Force Main Relocation		
Scope of Work	Design for approx. 4200 LF of San. Sewer 1800 LF of FM Relocation		
Project Length	0.00		
C.O.H. Project Engineer	0.00		
Engineering Consultant	Sain Associates, Inc.		
Fee Proposal (Field Survey)			
PERSONNEL COST			
	Man-days	Daily Rate @ 8hrs/day	
Project Engineer	0.00	\$ 1,840.00	\$ -
PLS	1.75	\$ 1,240.00	\$ 2,170.00
Survey Crew	2.25	\$ 1,520.00	\$ 3,420.00
Engineer Tech. / CADD	0.50	\$ 1,000.00	\$ 500.00
Clerical		\$ 704.00	\$ -
Sub-Total		\$	6,090.00
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
Subconsultant Administration Expense (5%)		\$	-
Sub-Total		\$	-
TOTAL LABOR		\$	6,090.00

2/22/2023

City of Huntsville Engineering Division

5:31 PM

Project No.							
Project Name Secured Gateway Sanitary Sewer							
Description Sanitary Sewer Extension with Partial Force Main Relocation							
Scope of Work Design for approx. 4200 LF of San. Sewer 1800 LF of FM Relocation							
Project Length 0							
C.O.H. Project Engineer 0							
Engineering Consultant Sain Associates, Inc.							
ESTIMATED MAN-DAYS							
SANITARY PLANS	NO OF SHEETS	Project Engineer		Design Engineer		Engineer Tech. / CADD	
		DAYS/ SHEET	TOTAL	DAYS/ SHEET	TOTAL	DAYS/ SHEET	TOTAL
SHEET TITLE							
TITLE SHEET	1.00	0.10	0.10	0.00	0.00	0.25	0.25
INDEX SHEET	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET	1.00	0.10	0.10	0.00	0.00	0.25	0.25
PLANS LEGEND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUMMARY SHEET							
Main Summary	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PLAN & PROFILE							
Gravity Sewer Plan & Profile	4.00	0.10	0.40	1.00	4.00	0.00	0.00
Force Main Plan & Profile	2.00	0.10	0.20	0.75	1.50	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TRAFFIC CONTROL							
Traffic Control	0.00	0.00	0.00	0.00	0.00	0.00	0.00
UTILITY SHEETS							
Utility Locations	1.00	0.00	0.00	0.00	0.00	1.00	1.00
PIPE SIZING CALC./REPORT							
Drainage Basin Map	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hydraulic Data Spreadsheet	0.00	0.00	0.00	0.00	0.00	0.00	0.00
EROSION CONTROL							
Erosion Control Layout	2.00	0.10	0.20	0.10	0.20	0.75	1.50
Erosion Control Details	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Pump Station							
Site Plan	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Elevations	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Mechanical Plan	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Mechanical Sections	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Electrical Plan	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DETAILS							
Standard Detail Sheets	2.00	0.10	0.20	0.00	0.00	0.75	1.50
Special Details	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CROSS SECTIONS							
Cross Sections	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUB-TOTAL	13.00		1.20		5.70		4.50
REVIEW COMMENTS							
30% Review			0.00		0.00		0.00
60% Review			0.00		0.00		0.00
90% Review			1.00		0.50		0.50

2/22/2023

City of Huntsville Engineering Division

5:31 PM

SANITARY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS					
		Project Engineer		Design Engineer		Engineer Tech. / CADD	
		DAYS/ SHEET	TOTAL	DAYS/ SHEET	TOTAL	DAYS/ SHEET	TOTAL
Stormwater Permits			0.00		0.00		1.00
Cost Estimates			0.50		1.00		1.00
Design Hearing			0.00		0.00		0.00
SUB-TOTAL			1.50		1.50		2.50
TOTALS			2.70		7.20		7.00

2/22/2023

City of Huntsville Engineering Division

5:31 PM

Project No.	
Project Name	Secured Gateway Sanitary Sewer
Description	Sanitary Sewer Extension with Partial Force Main Relocation
Scope of Work	Design for approx. 4200 LF of San. Sewer 1800 LF of FM Relocation
Project Length	0
C.O.H. Project Engineer	0
Engineering Consultant	Sain Associates, Inc.
Out-of-pocket Expenses (Sanitary Plans)	

PRINTING / REPRODUCTION COST

Type of printing/reproduction	# of Sets	Sheets per Set	Total Sheets	Cost/Sheet	Total
30% Submittal	0	11	0	\$ 2.50	\$ -
60% Submittal	0	11	0	\$ 2.50	\$ -
90% Submittal	1	13	13	\$ 2.50	\$ 32.50
100% Submittal	0	11	0	\$ 2.50	\$ -
Bid Documents	0	11	0	\$ 2.50	\$ -
Construction Documents	1	13	13	\$ 2.50	\$ 32.50
Total Printing/Reproduction Cost					\$ 65.00

Communication Cost (telephone, fax, etc.)	Total
	\$ -

Postage Cost (overnight, stamps, etc.)	Total
	\$ -

Other (provide description on next line)	Total
ADEM Permit, Mileage	\$ 1,445.00

Total Out-of-pocket Expenses	\$ 1,510.00
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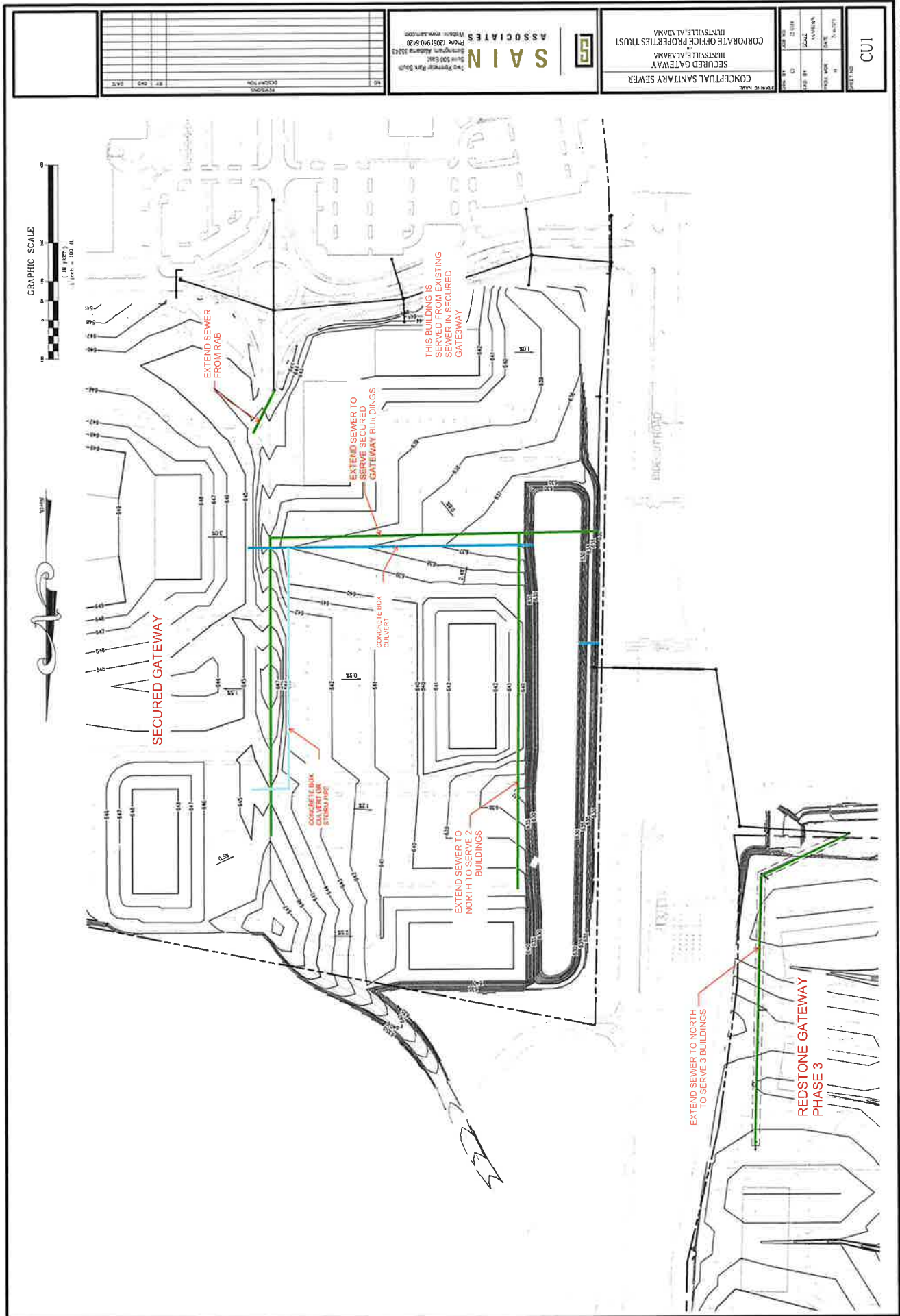
Comments:

2/22/2023

City of Huntsville Engineering Division

5:31 PM

Project No.			
Project Name Secured Gateway Sanitary Sewer			
Description Sanitary Sewer Extension with Partial Force Main Relocation			
Scope of Work Design for approx. 4200 LF of San. Sewer 1800 LF of FM Relocation			
Project Length 0			
C.O.H. Project Engineer 0			
Engineering Consultant Sain Associates, Inc.			
Fee Proposal (Sanitary Plans)			
PERSONNEL COST			
	Man-days	Daily Rate @ 8hrs/day	
Project Engineer	2.70	\$ 1,840.00	\$ 4,968.00
Design Engineer	7.20	\$ 1,640.00	\$ 11,808.00
Engineer Tech. / CADD	7.00	\$ 1,000.00	\$ 7,000.00
Clerical	0.50	\$ 704.00	\$ 352.00
Sub-Total			\$ 24,128.00
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			\$ -
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ -
Sub-Total			\$ -
TOTAL LABOR			\$ 24,128.00



FUQUA & PARTNERS ARCHITECTS
 100 Church Street, Suite 300
 Huntsville, Alabama 35801
 205.263.1111
 www.fuquapartners.com

Architecture
 Interior Design
 Media Visualization
 Master Planning
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5300 REDSTONE GATEWAY CORE & SHELL
 5300 REDSTONE GATEWAY
 HUNTSVILLE, AL 35808

PROJECT NO. 11111111
 DRAWN: 11/11/11
 CHECKED: 11/11/11
 ISSUE: 11/11/11
 DATE: 11/11/11

GRADING PLAN

REDSTONE GATEWAY

GENERAL NOTES:
 1. SEE ALL NOTES ON ALL SHEETS.
 2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE AIA, ASCE, AND ACI CODES.
 3. ALL MATERIALS SHALL BE OF THE BEST QUALITY AND SHALL BE SUBMITTED FOR APPROVAL PRIOR TO CONSTRUCTION.
 4. ALL UTILITIES SHALL BE DEEPENED AND REINFORCED TO A MINIMUM OF 18" BELOW FINISHED GRADE.
 5. ALL EXISTING UTILITIES SHALL BE MAINTAINED AND PROTECTED.
 6. ALL NEW UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE AIA, ASCE, AND ACI CODES.
 7. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE AIA, ASCE, AND ACI CODES.
 8. ALL MATERIALS SHALL BE OF THE BEST QUALITY AND SHALL BE SUBMITTED FOR APPROVAL PRIOR TO CONSTRUCTION.
 9. ALL UTILITIES SHALL BE DEEPENED AND REINFORCED TO A MINIMUM OF 18" BELOW FINISHED GRADE.
 10. ALL EXISTING UTILITIES SHALL BE MAINTAINED AND PROTECTED.
 11. ALL NEW UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE AIA, ASCE, AND ACI CODES.
 12. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE AIA, ASCE, AND ACI CODES.

Prepared by
MULLINS, LLC

REDSTONE GATEWAY

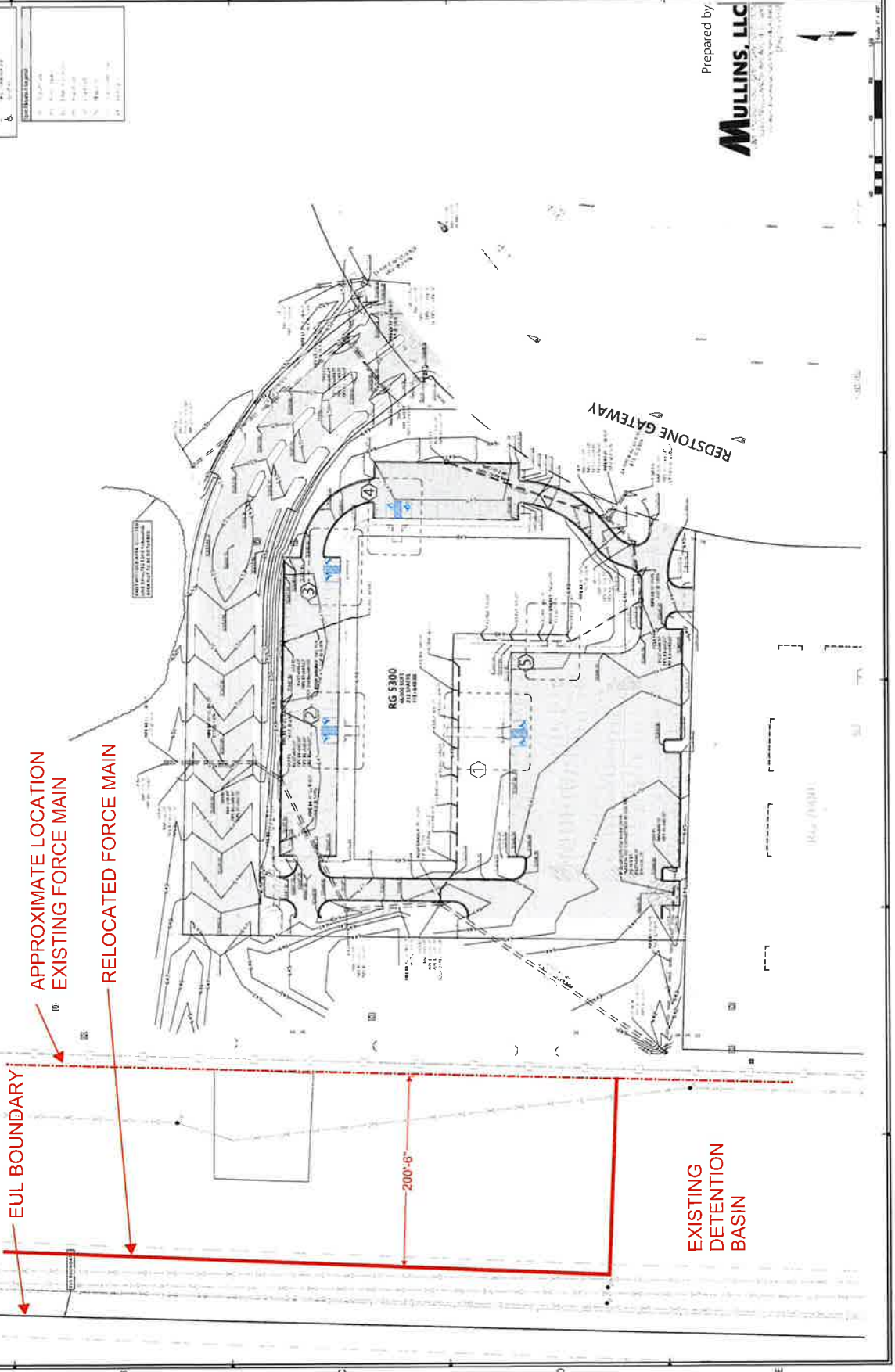
ADA Detail 1
 1. SEE ALL NOTES ON ALL SHEETS.
 2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE AIA, ASCE, AND ACI CODES.
 3. ALL MATERIALS SHALL BE OF THE BEST QUALITY AND SHALL BE SUBMITTED FOR APPROVAL PRIOR TO CONSTRUCTION.
 4. ALL UTILITIES SHALL BE DEEPENED AND REINFORCED TO A MINIMUM OF 18" BELOW FINISHED GRADE.
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 7. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE AIA, ASCE, AND ACI CODES.

ADA Detail 2
 1. SEE ALL NOTES ON ALL SHEETS.
 2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE AIA, ASCE, AND ACI CODES.
 3. ALL MATERIALS SHALL BE OF THE BEST QUALITY AND SHALL BE SUBMITTED FOR APPROVAL PRIOR TO CONSTRUCTION.
 4. ALL UTILITIES SHALL BE DEEPENED AND REINFORCED TO A MINIMUM OF 18" BELOW FINISHED GRADE.
 5. ALL EXISTING UTILITIES SHALL BE MAINTAINED AND PROTECTED.
 6. ALL NEW UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE AIA, ASCE, AND ACI CODES.
 7. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE AIA, ASCE, AND ACI CODES.

ADA Detail 3
 1. SEE ALL NOTES ON ALL SHEETS.
 2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE AIA, ASCE, AND ACI CODES.
 3. ALL MATERIALS SHALL BE OF THE BEST QUALITY AND SHALL BE SUBMITTED FOR APPROVAL PRIOR TO CONSTRUCTION.
 4. ALL UTILITIES SHALL BE DEEPENED AND REINFORCED TO A MINIMUM OF 18" BELOW FINISHED GRADE.
 5. ALL EXISTING UTILITIES SHALL BE MAINTAINED AND PROTECTED.
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 7. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE AIA, ASCE, AND ACI CODES.

ADA Detail 4
 1. SEE ALL NOTES ON ALL SHEETS.
 2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE AIA, ASCE, AND ACI CODES.
 3. ALL MATERIALS SHALL BE OF THE BEST QUALITY AND SHALL BE SUBMITTED FOR APPROVAL PRIOR TO CONSTRUCTION.
 4. ALL UTILITIES SHALL BE DEEPENED AND REINFORCED TO A MINIMUM OF 18" BELOW FINISHED GRADE.
 5. ALL EXISTING UTILITIES SHALL BE MAINTAINED AND PROTECTED.
 6. ALL NEW UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE AIA, ASCE, AND ACI CODES.
 7. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE AIA, ASCE, AND ACI CODES.

ADA Detail 5
 1. SEE ALL NOTES ON ALL SHEETS.
 2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE AIA, ASCE, AND ACI CODES.
 3. ALL MATERIALS SHALL BE OF THE BEST QUALITY AND SHALL BE SUBMITTED FOR APPROVAL PRIOR TO CONSTRUCTION.
 4. ALL UTILITIES SHALL BE DEEPENED AND REINFORCED TO A MINIMUM OF 18" BELOW FINISHED GRADE.
 5. ALL EXISTING UTILITIES SHALL BE MAINTAINED AND PROTECTED.
 6. ALL NEW UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE AIA, ASCE, AND ACI CODES.
 7. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE AIA, ASCE, AND ACI CODES.



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:

1. Legal name(s) (include "doing business as", if applicable): Sain Associates Inc.
2. City of Huntsville current taxpayer identification number (if available): 7173
(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	Entity I.D. Number
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input type="checkbox"/> LLC (Multi-Member)	Number & State:
<input checked="" type="checkbox"/> Corporation	Number & State: <u>016-162 ALABAMA</u>
<input type="checkbox"/> 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: V. R. Hodge Title (if applicable): Controller, V.P.
Type or legibly write name: Vann R. Hodge Date: 1/30/12

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**

0% COMPLETE – PRE-DESIGN CONFERENCE

The ENGINEER shall meet with the OWNER at a 0% complete - Pre-Design Conference. The OWNER's representative (Project Engineer) will be introduced.

CONFERENCE FORMAT

The pre-design meeting will be initiated by the OWNER. The purpose of the conference will be to give the ENGINEER an opportunity to discuss the design of the PROJECT, to visit the PROJECT site, to receive copies of OWNER -furnished documents, if applicable, and to meet the OWNER'S Project Engineer and other personnel working on the PROJECT.

ATTENDEES: (Required)

- ENGINEER
- ALDOT (as appropriate for the type of project)
- Real Estate
- Landscape Management
- Utilities
- Traffic Engineering
- Planning

DISCUSSION TOPICS :

- Authority of OWNERS representative (Written submittal made to the ENGINEER)
- Tree Ordinance
- Scope of Work
- Time Requirements
- Budget Restraints
- Testing Requirements
- Permit Responsibilities
- Design criteria
- LC&E requirements
- Plan Requirements
- Special Conditions
- Utility Project Notification and a list of all utilities that need to be contacted.

REQUIRED SUBMITTALS TO THE PROJECT ENGINEER

1. A Certificate of Insurance for the ENGINEER and the ENGINEER's sub-consultants shall be submitted to the OWNER's PROJECT ENGINEER per Section 10.6.
2. Prior to the Pre-Design Conference, a completed **draft** design criteria document shall be prepared to the best of the ENGINEER'S ability and in conformance with his fee proposal and will serve as the basis of a discussion topic during the Pre-Design Conference. A **final** version of the design criteria based upon discussion during the meeting shall be prepared by the ENGINEER and distributed with the meeting minutes. A copy of a design criteria format may be found on the City of Huntsville web site at <http://www.huntsvilleal.gov/engineering/index.php>.
3. Within seven (7) calendar days of the 0% Complete - Pre-Design Conference, the ENGINEER shall submit to the OWNER's Project Engineer two color copies and an electronic copy of a schedule in Microsoft Projects format showing the critical path and indicating the time frame for the required milestone events and submittals outlined in this document. The schedule shall support a PROJECT completion date in accordance with the Period of Services in Article 6. When approved, a baseline of the schedule shall be saved from which variances in the schedule can be measured and evaluated.

ATTACHMENT 4 **DESIGN REVIEWS**

30% COMPLETE – CONCEPTUAL DESIGN

This design review is to show the OWNER how the functional and technical requirements will be met, to indicate the ENGINEER's approach to the solution of technical problems, to show compliance with design criteria or to justify noncompliance and to provide an estimate of probable cost. A field review shall be conducted at this juncture with the OWNER's staff and the ENGINEER to review the proposed field alignment of the PROJECT.

CONFERENCE FORMAT

ATTENDEES: (Required)

- Real Estate
- Landscape Management
- Utilities
- Traffic Engineering
- Planning
- City of Huntsville Construction Project Manager
- City of Huntsville Inspector
- City of Huntsville Environmental Representative

DISCUSSION TOPICS:

- ENGINEER presents recommended design/solutions along with other options and alternatives considered.
- ENGINEER presents updates on progress of permitting requirements
- ENGINEER presents progress on coordination with other project participants such as the State of Alabama, sub consultants, etc.
- ENGINEER presents budgetary constraints

REQUIRED SUBMITTALS TO THE PROJECT ENGINEER

1. A preliminary list of all permits to be obtained with associated fees.
2. An updated schedule in Microsoft Projects format showing the critical path shall be submitted.
3. Two color copies and an electronic copy of an updated schedule in Microsoft Projects format showing the critical path shall be submitted.
4. One (1) complete set of all approved permits including Location, Character, and Extent.

ATTACHMENT 4 **DESIGN REVIEWS**

60% COMPLETE – PRELIMINARY DESIGN CRITERIA

The review of the PROJECT at this point is primarily to insure that funding limitations are not being exceeded and to insure that the contract documents, design analysis and cost estimates are proceeding in a timely manner, and that the design criteria and previous review comments are being correctly interpreted. An additional review may be required by the OWNER to review changes proposed from previous submittals.

CONFERENCE FORMAT

ATTENDEES: (Required)

- Real Estate
- Landscape Management
- Utilities
- Traffic Engineering
- Planning
- City of Huntsville Construction Project Manager
- City of Huntsville Inspector
- City of Huntsville Environmental Representative

DISCUSSION TOPICS:

- Additional land acquisition needs, as required.
- Utility Project Notification and a list of all utilities that need to be contacted.
- Technical specifications for special construction items not covered under standard specifications or deviations from standard specifications.
- Update on progress of permitting requirements.
- Erosion control plan requirements, if required by the OWNER.
- Budget constraints.
- Progress on coordination with other project participants such as the City of Huntsville Real Estate Officer (Engineering Department), State of Alabama, sub consultants, etc.

REQUIRED SUBMITTALS TO THE PROJECT ENGINEER

1. One full size print copy and one ½ size print copy of all drawings that have incorporated previous comments shall be submitted. Plan/Profile drawings shall be 75% complete. Right-of way drawings shall be 100% complete at this submittal (reference Real Estate Division Plan Requirements Section entitled DRAWINGS, included at the end of this proposal)
2. An update to the schedule in Microsoft Projects format showing the critical path shall be submitted.
3. Unless determined to be inapplicable by the OWNER, Hydraulic reports 75% complete, shall be submitted.
4. Three (3) copies of preliminary plans for utilities shall be submitted.
5. Legal descriptions for takings shall be submitted. The information shall be 100% complete. (reference Real Estate Division Plan Requirements Section entitled DESCRIPTIONS, included at the end of this proposal)
6. Traffic Control Plan, if required. Plan shall be 60% complete at this submittal.
7. Detailed preliminary construction cost estimate shall be submitted.
8. Results of geotechnical investigations shall be submitted.
9. A list of comments made at the 30% review and a summary of each resolution.
10. Two color copies and an electronic copy of an update to the schedule in Microsoft Projects format showing the critical path shall be submitted.

ATTACHMENT 4 **DESIGN REVIEWS**

90% COMPLETE – FINAL REVIEW

The review of this submittal is to ensure that the design is in accordance with directions provided the ENGINEER during the design process.

CONFERENCE FORMAT

DISCUSSION TOPICS

Discussion topics will be handled open forum.

REQUIRED SUBMITTALS TO THE PROJECT ENGINEER

1. One full size print copy and one ½ size print copy of all drawings that have incorporated previous comments shall be submitted. Submittals include Plan/Profile drawings, Construction Details, Detailed cross-sections with cut and fill quantities and storm and sanitary sewer crossings, Erosion control plan, if required, Technical specifications, Right-of way drawings, Traffic Control Plan, Plans for Utilities, Signed Acceptance of Utility Project Notification Form by all affected parties, Design Calculations, and a final cost estimate. All submittals shall be 100% complete.
2. Any changes to Land Acquisition needs shall be identified and Legal descriptions for the changes shall be submitted.
3. A list of comments made at the 60% review and a summary of each resolution.
4. Calculations showing how quantities were determined for each bid item and how the item is to be measured in the field and paid. Three bound copies of corrected quantity calculations to match bid quantities. The following shall be required for each item:
 - Item Number
 - Item Description with standard specification used
 - Detailed calculation to include all measurements, conversion factors, and “standard” weights used
 - Final “calculated” amount and any “increased” amounts
 - Notes to include any deviation from referenced standard specifications

ATTACHMENT 4
DESIGN REVIEWS

100% COMPLETE – READY TO ADVERTISE

After the 90% review, the ENGINEER shall revise the construction documents by incorporating any comments generated during the previous design reviews. The ENGINEER shall prepare final hard copy contract specifications, prepare a bid form, and update the cost estimate as necessary.

ATTACHMENT 5
ENGINEER PERSONNEL FEE SCHEDULE
(ARTICLE 7.1)

PLEASE REFERENCE PAGE 6 OF ATTACHMENT 1

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: <u>October 10, 2023</u>	_____	_____

(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
ADA grades, elevations and layout	OWNER	90% review, 100% complete	2	Article 2.6
Approval of ENGINEER's Request for Payment.	OWNER	Within ten (10) days of receipt of the request from the ENGINEER.	N/A	Article 3.4
Approval of ENGINEER submittals	OWNER	So as to cause no delay to the ENGINEER 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 6	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.	2	Attachment 4
Preliminary plans for utilities.	Project Engineer	60% design review.	3	Attachment 4
Real Estate Deliverables	Project Engineer	60% design review, 90% review, 100% complete.	Reference Real Estate Division Plan Requirements	Attachment 4, 14 Real Estate Plan Requirements at end of this proposal document
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 60% review – from all affected parties 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 in .dgn format; 1 in .tiff or .pdf format	2	Attachment 4
Digital text files.	Project Engineer	100% complete.	1	Attachment 4
Bid Quantities.	Project Engineer	100% complete. Digital in Excel 2003 format and hard copy	3	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 4
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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: _____
(Utility 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: _____

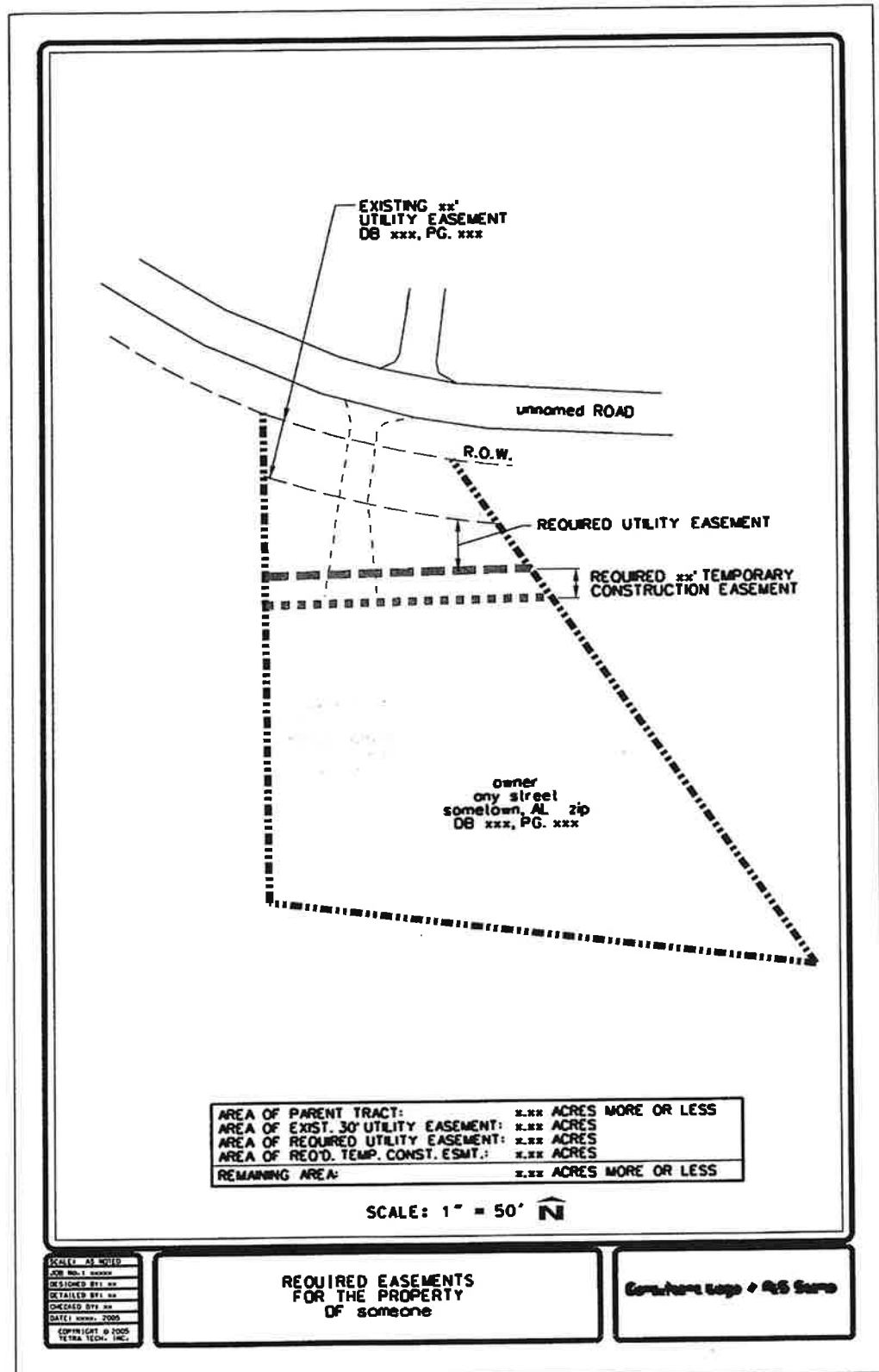
BY: _____
AUTHORIZED REPRESENTATIVE

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)		TITLE SHEET	
<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;"> <p>LOCATION DATE 1978</p>  </div> <div style="text-align: center;"> <p>PROJECT LOCATION</p>  </div> </div>				<p>INDEX OF DRAWINGS</p> <p>SHEET NO.</p>	
				<p>TITLE</p> <p>INDEX TO DRAWINGS SHALL BE PLACED ON COVER SHEET IF POSSIBLE, OTHERWISE IT SHALL BE THE SECOND SHEET IN THE SET.</p>	

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 aforesaid** *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)

<u>Description</u>	<u>Color</u>	<u>Line Style</u>	<u>Type</u>
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						

ATTACHMENT 16 – REQUIRED DELIVERABLES

Checklist must be submitted at 100% review and with final invoice.

This is a submittal only. **Return this sheet with submittal**

<u>YES</u>	<u>NO</u>	REQUIRED SUBMITTALS TO THE PROJECT ENGINEER
<input type="checkbox"/>	<input type="checkbox"/>	1. Two (2) sets of complete construction drawing prints sized 24" x 36" sealed and marked "ISSUED FOR CONSTRUCTION". Drawings information shall be referenced to Alabama State Plane Coordinate system, NAD1983 Alabama East Zone as described in the <u>Code of Alabama</u> (1975), Section 35-2-1. Surveys shall be tied to a minimum of two accepted GPS monuments or one GPS tie point plus an astronomic observation to determine grid north or GPS Survey.
<input type="checkbox"/>	<input type="checkbox"/>	2. One (1) Micro station digital and One (1) digital file in either .tiff or .pdf format of construction drawings (must be signed and sealed) – sized 11" x 17".
<input type="checkbox"/>	<input type="checkbox"/>	3. Two (2) sets of right-of-way drawing prints sized 24" x 36" sealed and marked "ISSUED FOR CONSTRUCTION". Drawings information shall be referenced to Alabama State Plane Coordinate system. NAD1983 Alabama East Zone
<input type="checkbox"/>	<input type="checkbox"/>	4. One (1) Micro station digital file of right-of-way drawings.
<input type="checkbox"/>	<input type="checkbox"/>	5. Two (2) print sets of 8-1/2" x 11" legal descriptions for right-of-way (REVISED SETS ONLY)
<input type="checkbox"/>	<input type="checkbox"/>	6. One (1) digital text file of legal descriptions for right-of-way (REVISED FILE ONLY)
<input type="checkbox"/>	<input type="checkbox"/>	7. One (1) print copy of Final Construction Cost Estimate.
<input type="checkbox"/>	<input type="checkbox"/>	8. One (1) digital spread sheet file of Final Construction Cost Estimate.
<input type="checkbox"/>	<input type="checkbox"/>	9. Three (3) printed and bound copies of corrected quantity calculations to match Final Bid Quantities.
<input type="checkbox"/>	<input type="checkbox"/>	10. One (1) digital spread sheet file (Excel 2003 format) of Final Bid Quantities.
<input type="checkbox"/>	<input type="checkbox"/>	11. Two (2) print sets of contract specifications.
<input type="checkbox"/>	<input type="checkbox"/>	12. One (1) digital text file of contract specifications.
<input type="checkbox"/>	<input type="checkbox"/>	13. One (1) complete set of signed and sealed calculations.
<input type="checkbox"/>	<input type="checkbox"/>	14. One (1) complete set of permits for COH signature and Engineer's submittal to include but not limited to USACE, ADEM NPDES NOI, ETC. This package will also include CBMPP, ALDOT Maintenance, ROW and utility permit Applications for ALDOT Funded Projects as required.
<input type="checkbox"/>	<input type="checkbox"/>	15. One (1) complete set of all field notes.
<input type="checkbox"/>	<input type="checkbox"/>	16. One (1) copy of digital aerial photography obtained for this PROJECT in (.tif) format, as necessary.
<input type="checkbox"/>	<input type="checkbox"/>	17. Utility Project Notification forms and a list of all utilities that need to be contacted.

_____ Engineer



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/10/2023

File ID: 2023-568

Department: General Services

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Standard Agreement for Engineering Services between the City of Huntsville and Garver L.L.C. for the Apollo Park Phase III.

Resolution No.

Finance Information:

Account Number: 4018-71-00000-521016-000000000

City Cost Amount: \$332,000.00

Total Cost: \$332,000.00

Special Circumstances:

Grant Funded: NONE

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: 901 Nunnhsae Park Drive NW

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

Additional Comments:

Construction administration engineering services to include general construction, pump station, landscape and architecture inspection services. (The City of Huntsville Engineering Department executed Res. 21-459 for the other services regarding this project).



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/10/2023

File ID: TMP-3207

Department: General Services

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Standard Agreement for Engineering Services between the City of Huntsville and Garver L.L.C. for the Apollo Park Phase III.

Resolution No.

Finance Information:

Account Number: 4018-71-00000-521016-000000000

City Cost Amount: \$332,000.00

Total Cost: \$332,000.00

Special Circumstances:

Grant Funded: NONE

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: 901 Nunnhsae Park Drive NW

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

Additional Comments:

Construction administration engineering services to include general construction, pump station, landscape and architecture inspection services. (The City of Huntsville Engineering Department executed Res. 21-459 for the other services regarding this project).

RESOLUTION NO. 23-_____

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 Garver L.L.C. in the amount of Three Hundred Thirty-Two Thousand Dollars and NO/100s (\$332,000.00) for the Apollo Park Phase 3 located at 901 Nunuhsae Park Drive NW, 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 the certain document attached hereto and identified as “Standard Agreement for Engineering Services between the City of Huntsville and Garver L.L.C.” consisting of nineteen (19) 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 of the City of Huntsville, Alabama.

ADOPTED this the 10th day of August, 2023.

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

APPROVED this the 10th day of August, 2023.

Mayor of the City of Huntsville,
Alabama

**STANDARD AGREEMENT
BETWEEN
CITY OF HUNTSVILLE
AND
GARVER L.L.C.**



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:

**Garver L.L.C.
5125A Research Drive
Huntsville, Alabama 35805**

(hereinafter referred to as the "Engineer") under seal for services described below to be rendered for the following Project:

Project Title: **Apollo Park Phase III**

General Project Description:

Construction administration engineering services to include general construction, pump station, landscape and architecture inspection services. (The City of Huntsville Engineering Department executed Res. 21-459 for the other services regarding this project).

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: August 10, 2023

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. In accordance with Alabama Act 2021-318 (d)(1) all design professionals performing services for this Project shall perform the services with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

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 Engineer shall commence services pursuant to this agreement as of August 10, 2023. The final completion date for the completion of the Project shall be approximately August 10, 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.

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
William Earl Mott

FUNCTION
P.E

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 Telephone	Cell Telephone
<u>Natasha Wright</u>	<u>256-705-3098</u>	

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 of **Three Hundred Thirty Two Thousand Dollars and NO/100s (\$332,000.00)**. 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:	N/A
Design Development:	N/A
Construction Documents:	N/A
Bidding:	N/A
Construction Administration:	100%

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 **if applicable** 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 City is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the City's best interest. If the insurance requirements are not adjusted by the City prior to the City'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 Coverage's Only:

- a.** The City, its elected and appointed officials, employees, agents and specified volunteers are to be covered as Additional Insureds, as their interests may appear, as respects: liability arising out of activities performed by or on behalf of Engineer for products used by and completed operations of Engineer; or automobiles owned, leased, hired or borrowed by

Engineer. 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. Engineer's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, employees, agents and specified volunteers, as their interests may appear. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or specified volunteers shall be excess of Engineer's insurance and shall not contribute to it.
- c. Engineer's 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.

2. All Coverages:

- a. 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 City. Cancellation of coverage for non-payment of premium will require ten (10) days written notice to the City.
- b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, employees, agents or specified volunteers.

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

OWNER

SEAL

SEAL

R.G. Patton

By:

Tommy Battle

By:

(SIGNATURE)

**Garver L.L.C.
5125 A Research Drive
Huntsville, AL 35805**

(SIGNATURE)

**Tommy Battle, Mayor
City of Huntsville
308 Fountain Circle
Huntsville, AL 35801**

(DATE OF EXECUTION)

(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.



5125A Research Drive
Huntsville, AL 35805

TEL 256.534.5512
FAX 256.534.5544

www.GarverUSA.com

EXHIBIT A

July 14, 2023

City of Huntsville
Mr. Ricky Wilkinson
Director of General Services
308 Fountain Circle
Huntsville, AL 35801

**Re: Professional Services Proposal
Apollo Park Construction Inspection**

Dear Mr. Wilkinson:

We (Garver) are pleased to offer this proposal to provide professional services to assist the City of Huntsville with construction engineering services for the above referenced project. The project site is covers approximately 7 acres, located along the western boundary of the MidCity Development. Construction will consist of grading, hardscapes, retaining walls, pond liner, utilities, and landscaping.

Garver will provide the following Construction Inspection Services:

- **General Construction Inspection Services:**
 - On-Site Observation and Inspections, 1.5 hours per day, for the entire duration of the project (365 Calendar Days).
 - Attend Pre-construction meetings
 - Conduct Progress Meeting every two weeks
 - Material Submittal reviews and responses
 - Review and provide feedback on change requests
 - Perform monthly quantity verification surveys
 - Maintain Set of Working Drawings to be furnished to the City upon project completion.
 - Perform an as-built survey of the completed site improvements and furnish to the City.
 - Final Walk-throughs and Punch Lists
- **Pump Station Inspection Services:**
 - On-Site Observation and Inspections, 4 hours per day, while pumpstation and circulating piping is being installed, we anticipate a 3-month duration for this portion of the project.
 - Review and provide responses to material submittals and change requests.
 - Attend Progress Meetings throughout pumpstation and circulations system installation.
 - Final Walk-throughs and Punch Lists
- **Landscape Architecture Inspection Services:**
 - On-Site Inspection and Observation during installation

- Review and respond to RFI's, material submittals, and pay requests.
- On-site inspections during installation
- Final Inspections and Punch List Inspections

Extra Work:

Extra Work not specifically included in the above defined scope will be as directed by the Owner in writing for an additional fee as agreed upon by the City and Garver.

Payment Terms:

We propose to provide the above described services for a lump sum fee of **\$332,000**. Payment for services would be based upon percentage of total project work completed. Periodic, usually monthly, invoices will be submitted based on the amount of work completed to date. Progress reports will be included with invoices describing the tasks completed during the invoice period.

For additional services not included in the above proposed scope of work but agreed to in writing by the City and Garver, the attached 2023 hourly rate schedule will apply. These rates will remain constant throughout 2023. Updated schedules will be submitted annually for subsequent years under this contract.

We anticipate completing this project on a mutually agreeable schedule. We appreciate this opportunity and look forward to continuing to assist you and the City of Huntsville with the development of the Mid-City Urban Renewal Project. If you have any questions, please feel free to contact us.

Sincerely,

Garver, LLC



Wm. Earl Mott, PE
Vice President
Garver, LLC

Attachments: Exhibit A – Professional Services Estimate
Exhibit B – 2023 Hourly Rate Schedule
Exhibit C – Site Location Map



EXHIBIT - A Garver - Estimated Labor Requirements and Anticipated Personnel Fee Proposal for Construction Engineering Services - West Huntsville 'Apollo' Park													
14-Jul-23													
ITEM	Project Manager, E-5 @ \$235/Hr	Project Engineer, E-4 @ \$200/Hr	Project Engineer, E-3 Landscape Architect/Project Engineer @ \$168/Hr	Project Engineer, E-2 Engineer @ \$148/Hr	Project Engineer, E-1 Engineer @ \$120/Hr	Professional Surveyor, S-5 Professional Land Surveyor @ \$185/Hr	2-Man Survey Crew Field Crew @ \$210/Hr	Construction Observation, C-4 Sr. Construction Observer @ \$250/Hr	Construction Observation, C-1 Construction Inspector @ \$110/Hr	Technicians, T-3 Designer @ \$135/Hr	Technicians, T-2 CAD Tech @ \$115/Hr	Technician, T-1 CAD Tech @ \$100/Hr	Total
Planning and Coordination													
Project Management and overall QA/QC	20	60											\$16,700.00
Review pay estimates monthly on-site walk-through	20	40											\$12,700.00
Professional Land Surveying Services													
QC/QC Coordination Meetings	8	1				24	8						\$6,320.00
Review and respond to shop drawings	12	24				12	96						\$3,170.00
Design Meetings	2	2	2			2	16						\$59,200.00
As-built Surveys													\$9,596.00
Professional Land Surveying Subtotal =													
\$69,226.00													
Civil Engineering - Construction Administration													
QC/QC Coordination Meetings	24	24			48				24				\$18,840.00
Review and respond to shop drawings and material submittal	2	16			48								\$3,670.00
Review Contractor Pay Requests and make recommendations to the City for payment	8	24			48								\$12,440.00
Maintain set of working drawings and furnish to the City upon Project Completion	8	24							24				\$9,300.00
Daily Inspections (average 1.5 hrs per day, 365 calendar day duration)									360				\$42,900.00
Weekly Inspections (average 1 hr per week, 52 week duration)	8	52						52					\$25,280.00
Coordinate and Attend Final Inspections	8	8	8					8					\$7,704.00
Civil Engineering - Pump Station Construction													
QC/QC Coordination Meetings	6	6						6					\$4,110.00
Review and respond to shop drawings and material submittal	8	8	8					2	8				\$6,204.00
Review Contractor Pay Requests and make recommendations to the City for payment	12	24	4		16			4	40				\$14,364.00
Maintain set of working drawings and furnish to the City upon Project Completion									4				\$7,992.00
Daily Inspections (average 2 hrs per day, 90 day duration)									240				\$28,800.00
Coordinate and Attend Final Inspections								4					\$2,244.00
Civil Engineering Services (Hydraulics) Subtotal =													
\$60,584.00													
Lighting Construction													
QC/QC Coordination Meetings	2	8		20									\$5,036.00
Review and respond to shop drawings and material submittal		8	8	16									\$3,170.00
Review Contractor Pay Requests and make recommendations to the City for payment	8	8	8	16									\$5,312.00
Maintain set of working drawings and furnish to the City upon Project Completion			8						40				\$2,784.00
Coordinate and Attend Final Inspections				8									\$2,784.00
Electrical Engineering Services Subtotal =													
\$20,762.00													
Landscape Architecture Services													
QC/QC Coordination Meetings	4		16										\$3,638.00
Review and respond to shop drawings and material submittal	2		8	16									\$4,182.00
Review Contractor Pay Requests and make recommendations to the City for payment	2		4	16									\$3,510.00
Maintain set of working drawings and furnish to the City upon Project Completion													\$3,040.00
Material Selection, coordinating with contractor to visit material suppliers for in-person material selection	8		40	40									\$14,520.00
On-site Inspections	2		40										\$7,190.00
Coordinate and Attend Final Inspections	2		8										\$1,814.00
Landscape Architecture Services Subtotal =													
\$37,884.00													
Estimated cost of reproductions/copies/ equipment rentals, etc.													
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Exhibit B
2023 Hourly Rate Schedule

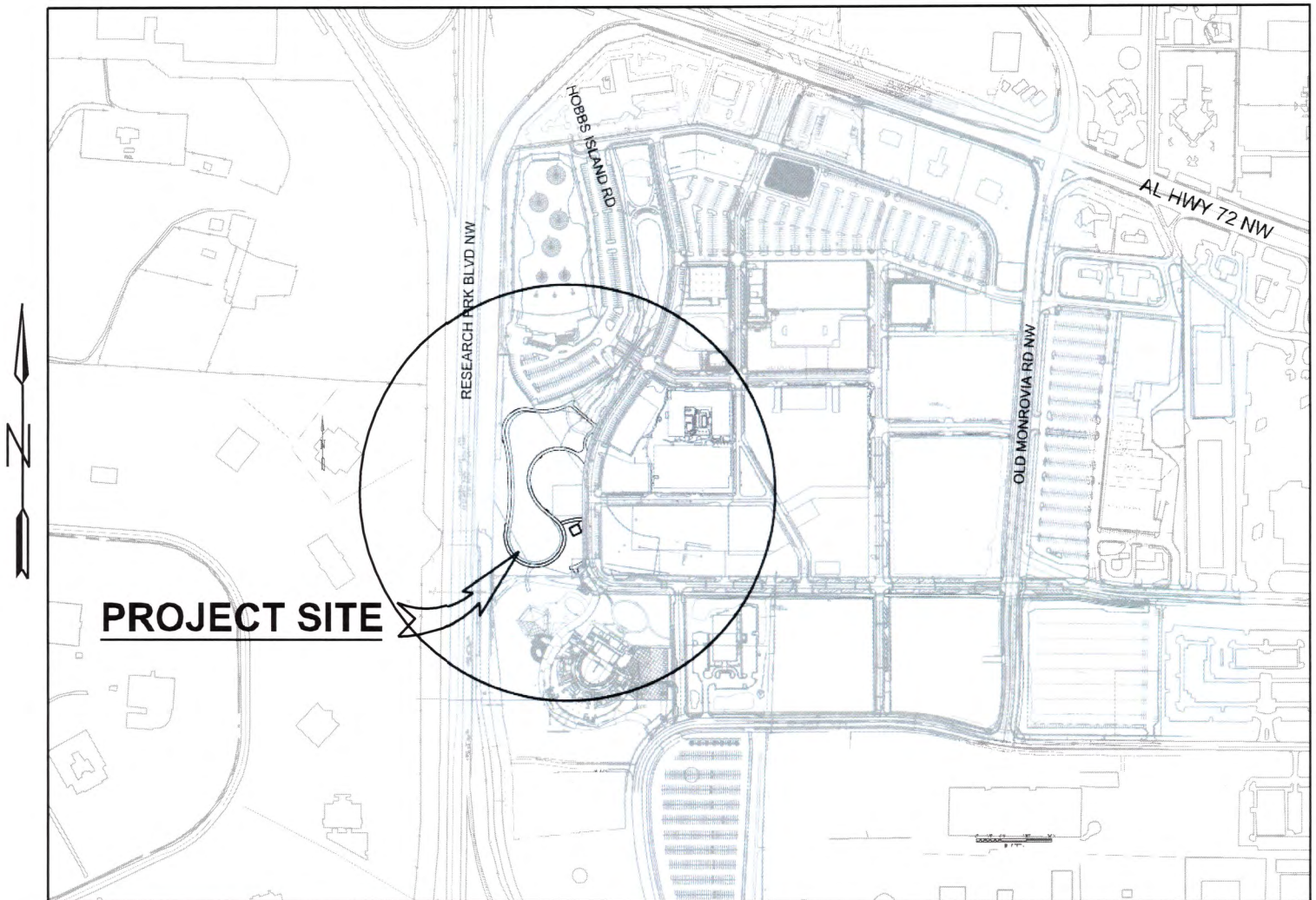
Classification	Rates	
Engineers / Architects		
E-1	\$	120.00
E-2	\$	148.00
E-3	\$	168.00
E-4	\$	200.00
E-5	\$	235.00
E-6	\$	275.00
Designers		
D-1	\$	115.00
D-2	\$	137.00
D-3	\$	155.00
Technicians		
T-1	\$	100.00
T-2	\$	115.00
T-3	\$	135.00
Surveyors		
S-1	\$	56.00
S-2	\$	71.00
S-3	\$	90.00
S-4	\$	120.00
S-5	\$	185.00
S-6	\$	205.00
2-Man Crew (Survey)	\$	210.00
3-Man Crew (Survey)	\$	255.00
2-Man Crew (GPS Survey)	\$	230.00
3-Man Crew (GPS Survey)	\$	280.00
Construction Observation		
C-1	\$	110.00
C-2	\$	145.00
C-3	\$	195.00
C-4	\$	250.00
C-5	\$	285.00
Management / Administration		
AM-1	\$	57.00
AM-2	\$	90.00
AM-3	\$	120.00

Agreement for Professional Services
MidCity On-Call

Garver Project No. 18056060

Exhibit C - Location Map

SECTION 31, TOWNSHIP 3 SOUTH, RANGE 1 WEST



PROJECT SITE

VICINITY MAP

NO SCALE



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/10/2023

File ID: 2023-569

Department: General Services

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Fixed Price Agreement for Construction Services between the City of Huntsville and Dunlap Contracting, Inc. for the James Crawford Park - East.

Resolution No.

Finance Information:

Account Number: 3020-14-00000-521021-000000000

City Cost Amount: \$598,711.00

Total Cost: \$ 598,711.00

Special Circumstances:

Grant Funded: NONE

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: 3915 Melody Road

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

Additional Comments:

Proposed refurbishment of a one-acre park located in North Huntsville. This project involves the demolition of the existing outdoor basketball court, a minimal amount of grading, the addition of a new outdoor basketball court with specialty finishes, and construction of a 20'x80' pavilion with incidental lighting, hardscapes, and landscaping.



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/10/2023

File ID: TMP-3193

Department: General Services

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Fixed Price Agreement for Construction Services between the City of Huntsville and Dunlap Contracting, Inc. for the James Crawford Park - East.

Resolution No.

Finance Information:

Account Number: 3020-14-00000-521021-000000000

City Cost Amount: \$598,711.00

Total Cost: \$ 598,711.00

Special Circumstances:

Grant Funded: NONE

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: 3915 Melody Road

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

Additional Comments:

Proposed refurbishment of a one-acre park located in North Huntsville. This project involves the demolition of the existing outdoor basketball court, a minimal amount of grading, the addition of a new outdoor basketball court with specialty finishes, and construction of a 20'x80' pavilion with incidental lighting, hardscapes, and landscaping.

RESOLUTION NO. 23-_____

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 Fixed Price Agreement by and between the City of Huntsville and Dunlap Contracting, Inc. for Construction Services for the James Crawford Park East, Huntsville, Alabama in the base bid amount of Five Hundred Ninety-Eight Million Seven Hundred Eleven Dollars and No/100s (\$598,711.00).

Unit Price #1	Unsuitable Soil/Disposal	\$45.50/CY
Unit Price #2	Additional 4" Concrete Sidewalk	\$21.00/SF

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 Dunlap Contracting, Inc consisting of forty-two 42 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 of the City of Huntsville, Alabama.

ADOPTED this the 10th day of August, 2023.

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

APPROVED this the 10th day of August, 2023.

Mayor of the City of Huntsville,
Alabama

**FIXED PRICE AGREEMENT BETWEEN
THE CITY OF HUNTSVILLE
AND
DUNLAP CONTRACTING, INC.
WITH ENGINEERING SUPPORT FROM
J.W. KENNEDY AND ASSOCIATES, P.C.**

~~~~~

This Agreement is made by and between:                      City of Huntsville  
                                                                                                 P.O. Box 308  
                                                                                                 Huntsville, Alabama 35804

(hereinafter referred to as the “Owner”) and:                      Dunlap Contracting, Inc.  
                                                                                                 P.O. Box 189  
                                                                                                 Laceys Spring, AL 35754

(hereinafter referred to as the “Contractor”) under seal for construction described below to be rendered for the following Project:

**Project Title: James Crawford Park- East Side**

**General Description:** Proposed refurbishment of a one-acre park located in North Huntsville. This project involves demolition of the existing outdoor basketball court, a minimal amount of grading, the addition of a new outdoor basketball court with specialty finishes, and construction of a 20’x80’ pavilion with incidental lighting, hardscapes and landscaping. This park will provide connectivity to the existing park/playground and pavilion/restrooms on the West Side of Melody Lane.

Date: August 10, 2023

President of the City Council: \_\_\_\_\_

## ARTICLE I

### THE CONTRACT AND THE CONTRACT DOCUMENTS

#### 1.1 THE CONTRACT

- 1.1.1 This Fixed Price Construction Contract between the Owner and the Contractor, of which this Agreement is part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last party to execute it.

#### 1.2 THE CONTRACT DOCUMENTS

- 1.2.1 The Contract Documents consist of this Agreement, the Project Number **22-225** dated **May 23, 2023**, addenda(s), issued during the bidding and value engineering/cost reduction/quality reduction procedure, all Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the parties hereafter, all of which are hereby incorporated herein by reference and made a part hereof. A record copy of the Contract Documents will be maintained at the City of Huntsville's General Services Department offices. Documents not included or expressly contemplated in this Article 1 do not, and shall not form any part of this Contract.

#### 1.3 ENTIRE AGREEMENT

- 1.3.1 This Contract, together with the Contractor's performance and payment bonds for the Project, constitute the entire and exclusive agreement between the Owner and the Contractor with reference to the Project. Specifically, but without limitation, this Contract supersedes all prior written or oral discussions, communications, representation, understandings, negotiations, or agreements, if any, between the Owner and Contractor, unless specifically referenced and included in paragraph 1.2 above.

#### 1.4 NO PRIVACY WITH OTHERS

- 1.4.1 Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement or relationship between the Owner and any person or entity other than the Contractor.

#### 1.5 INTENT AND INTERPRETATION

- 1.5.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any Work that may be required by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price.
- 1.5.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contractor Document shall be considered as required by the Contract.
- 1.5.3 When a word, term or phrase is used in the Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.
- 1.5.4 The words "include", "includes", "including", as used in this Contract, shall be deemed to be followed by the phrase, "without limitation".
- 1.5.5 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 the Contract.

- 1.5.6 Words or terms used as nouns in the Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.
- 1.5.7 Contractor warrants and represents that it has received, reviewed, and examined the documents prepared by Engineer using that degree of skill and care as a reasonably prudent Contractor would exercise under similar circumstances in preparing an estimate for work of a similar scope and magnitude. Based upon that examination, Contractor further warrants that it has not discovered any defects or deficiencies in the Contract Documents and that the documents are, to the best of Contractor's knowledge, information, and belief, adequate for constructing the Project. Contractor further agrees that in the event it should discover any defect, inconsistency, or inadequacy in the Contract Documents, it will notify Owner in writing as soon as practicable of such defect, inconsistency, or inadequacy such that Owner may request Engineer to remedy the same.
- 1.5.8 In the event any conflict, discrepancy, or inconsistency among any of the documents which make up this contract, the following shall control: The Contractor is deemed to have based his estimate upon the order of precedence as set forth below of performing the work. As between numbers and scaled measurements on the Drawings and in the Design, the numbers shall govern: and between larger scale and smaller scale drawings, the larger scale shall govern. Interpretations shall be based on the following order of precedence: 1) This Agreement, 2) Supplementary Conditions, if any, 3) Bid Documents and Addenda, with those Addenda of later date having precedence over those of earlier date, 4) The General Condition of the Contract for Construction, AIA Document A201, 5) Drawings and Specifications. In the event that there is a conflict between the Drawings and Specifications, the Owner shall determine which shall govern and it shall be assumed that the Contractor used the most expensive method of construction in preparing his bid for the Contract. This contract shall be administered based on the aforesaid assumption.
- 1.5.9 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design, shall control the Contractor in dividing the Work or in establishing the extent or scope of the Work to be performed by Subcontractors.

## **1.6 OWNERSHIP OF CONTRACT DOCUMENTS**

- 1.6.1 The Contract Documents, and each of them, as well as other documents furnished by the Owner, shall remain the property of the Owner. The contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project, provided, however, that in no event shall Contractor use, or permit to be used, any or all such Contract Documents on other projects without the Owner's prior written authorization.

## ARTICLE II

### THE WORK

- 2.1** The Contractor shall perform all the Work required by this Contract.
- 2.2** The term “Work” shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following construction of the whole or a designated part of the Project; furnishing of any required surety bonds and insurance; and the provision or furnishings of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Contract. The Work to be performed by the Contractor is generally described as set forth on page 1 and as set forth in the Contract Documents.

## ARTICLE III

### CONTRACT TIME

#### **3.1 TIME**

- 3.1.1** The Contractor shall commence the Work within 10 calendar days after the Owner issues the written notice to proceed and shall diligently continue its performance until final completion of the Project. The contractor shall accomplish Final Completion of all of the Work no later than **120 days** from the date following the Notice to Proceed. The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Final Completion, shall constitute the “Contract Time.”
- 3.1.2** The term “Substantial Completion”, as used herein, shall mean that point at which, as certified in writing by the Engineer, the Project is at a level of completion in strict compliance with his contract, such that the Owner or its designee can enjoy beneficial use or occupancy and can use or operate it in all respects, for its intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of substantial completion.
- 3.1.3** All limitations of time set forth in the Contract Documents are of the essence of this Contract.

#### **3.2 LIQUIDATED DAMAGES**

- 3.2.1** In the event that unexcused delay causes the Contractor to fail to accomplish Substantial Completion of the Work in accordance with the dates set forth herein, for each and every day of delay the Contractor shall pay to the Owner the sum of \$100 per day for liquidated damages for the loss of use. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that Substantial Completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages. For liquidated damages pertaining to failure to achieve Final Completion in accordance with the requirements of paragraph 3.1.1. See paragraph 5.7.

## ARTICLE IV CONTRACT PRICE

### 4.1 THE CONTRACT PRICE

- 4.1.1 The Owner shall pay, and the Contractor shall accept, as full and complete payment for the Contractor's timely performance of all of the Work and obligations required herein, the Fixed Price Agreement of

**\$ 598,711.00 - Base Bid**

**Five Hundred Ninety-Eight Thousand Seven Hundred Eleven Dollars and No/100s**

|                       |                                              |                |
|-----------------------|----------------------------------------------|----------------|
| <b>Unit Price #1-</b> | <b>Unsuitable Soils Removal/Disposal</b>     | <b>\$45.50</b> |
| <b>Unit Price #2-</b> | <b>Additional 4" Thick Concrete Sidewalk</b> | <b>\$21.00</b> |

**For sales and use tax certificate exemption purposes the total fixed price amount does not include any amounts for sales and use taxes and the amount of \$9470.00 is the approximate estimated sales taxes excluded from the Base Bid.**

The price set forth in this paragraph 4.1 shall constitute the Contract Price which shall not be modified except by Change Order or other mutually agreed upon contract modification as provided in this Contract. The contract price as set forth herein shall include the cost of all labor, materials, and supplies to be used or incorporated in the project. The contract price as stated herein, including adjustments such as change orders, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

## ARTICLE V

### PAYMENT AND COMPLETION

### 5.1 SCHEDULE OF VALUES

- 5.1.1 Within 10 calendar days of the issuance of the notice to proceed, the Contractor shall prepare and submit to the Owner and to the Engineer a Contractor's Schedule of Values allocating the Contract Price to the various portions of the Work for the purposes of periodic and final payment. The Contractor's mobilization, cleanup, bonds, insurance, overhead and profit shall be separated from subcontractor and materials costs. The Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the Engineer or the Owner may require to substantiate its accuracy. The Contractor shall not imbalance its Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Contract. The Schedule of Values shall be used only as a basis for the Contractor's Applications for Payment and shall only constitute such basis after it has been acknowledged in writing by the Engineer and the Owner.

### 5.2 PAYMENT PROCEDURE

- 5.2.1 The Owner shall pay the Contract Price to the Contractor as provided below.
- 5.2.2 **PROGRESS PAYMENTS** - The form of the Contractor's Application for Payment shall be supported by AIA Document G703, Continuation Sheet. Based upon the Contractor's Schedule of Values, the Contractor shall submit his applications for payment, in duplicate (each being notarized), to the Engineer and to the Owner. After being subsequently certified by the Engineer and sent to the Owner by the Engineer,



the Owner shall make progress payments to the Contractor on account of the Contract Price.

- 5.2.3 On or about the twentieth (20th) of each month after commencement of the Work, but no more frequently than once a month, the Contractor shall submit an Application for Payment to the Engineer and to the Owner in such form and manner, and with such supporting data and content, as the Owner or the Engineer may require. Therein, the Contractor may request payment for ninety-five percent (95%) of that portion of the Contract Price, less the total amounts of previous payments received from the Owner, which are properly allocable to Contract requirements properly provided, including labor and materials properly incorporated in the Work and including any materials stored on the site or suitably stored and insured off site for subsequent incorporation in the Work. Prior to requesting payment for any materials, the Contractor shall document to the satisfaction of the Owner and the Engineer that the Contractor has paid for the materials included in the request for payments or that the materials are currently invoiced and payable. Payment for stored materials and equipment shall also be conditioned upon the Contractor's certification satisfactory to the Owner, that the owner has title to such materials and equipment and shall include proof of required insurance against loss or damage. Such Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested in accordance with the Schedule of Values, that the Work has been properly installed or performed in full accordance with this Contract, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the Engineer will review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by this Contract. After fifty percent (50%) of the Work has been completed, the Contractor may increase his payment request percentage to be one hundred percent (100%) of Work completed for the remaining half of the project instead of the ninety-five percent (95%) set forth above. Should the Contractor elect to calculate the retainage of 5% on a line item basis within the Schedule of Values, the total retainage per pay request shall be not less than 5% until the total pay application exceeds 50% of the Contract value.
- 5.2.4 The Engineer shall determine and certify in writing to the Owner no later than the last day of the month, the amount properly owing to the Contractor. The amount of each partial payment shall be the amount certified for payment by the Engineer less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by this Contract. The Engineer's certification of the Contractor's Application for Payment shall not preclude the Owner from the exercise of any of its rights as set forth in Paragraph 5.3 herein below. The Owner will make payment to the Contractor pursuant to the Contractor's Application for Payment within thirty (30) days from the date of receipt by the Owner of the Engineer's certification of the Contractor's Application for Payment.
- 5.2.5 The Contractor warrants that title to all Work covered by an Application for Payment will be vested in the Owner no later than the time of payment. The Contractor further represents and warrants that upon submittal of an Application for Payment, all Work for which payments have been previously paid by the Owner shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever. As a condition precedent to payment, the Contractor shall provide on a monthly basis to the Owner properly executed waivers of lien, in the form provided by the Owner which is set forth in "Exhibit D" hereto, from all subcontractors, materialmen, suppliers, or others having lien rights, wherein said subcontractors, materialmen, suppliers, or others having lien rights, shall acknowledge receipt of all sums due to date pursuant to all prior Applications for Payment and waive and relinquish any liens, lien rights or other claims relating to date to the work site.

- 5.2.6 When payment is received from the Owner, the Contractor shall promptly pay each Subcontractor, materialmen, laborers, and suppliers the amounts they are due for the work covered by such payment. In the event the Owner becomes informed that the Contractor has not paid a Subcontractor, materialman, laborer, or supplier as herein provided, the Owner shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and any such Subcontractor, materialman, laborer, or supplier as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the Owner to repeat the procedure in the future.
- 5.2.7 No progress payment, nor any use or occupancy of the Project by the Owner, for any purpose, shall be interpreted or construed to constitute an acceptance of any Work not in strict accordance with this Contract.
- 5.2.8 No progress payment may include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason.

### **5.3 WITHHELD PAYMENT**

5.3.1 The Owner may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the Owner from loss because of:

- (a) defective Work not remedied by the Contractor nor, in the opinion of the Owner, likely to be remedied by the Contractor.
- (b) the quality of a portion, or all, of the Contractor's work not being in accordance with the requirements of this Contract.
- (c) the quantity of the Contractor's work not being as represented in the Contractor's Application for Payment.
- (d) claims made or likely to be made by third parties against the Owner or the Owner's property.
- (e) failure by the Contractor to use Contract funds, previously paid the Contractor by the Owner, to pay Contractor's work related obligations including Subcontractors, laborers, materialmen, material and equipment suppliers or others in a prompt and proper fashion.
- (f) evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price.
- (g) evidence related to the Contractor's rate of Progress which in the Owner's opinion indicates that the Work will not be completed in the time required for substantial or final completion.
- (h) the Contractor's persistent failure to carry out the Work or refusal to perform any of its obligations in accordance with the Contract.
- (i) damage or loss caused by the Contractor or a Subcontractor, materialman, laborer, or supplier to the Owner or a third party to whom the Owner is, or may be, liable.

In the event that the Owner makes written demand upon the Contractor for amounts previously paid by the Owner as contemplated in this Subparagraph 5.3.1, the Contractor shall promptly comply with such demand.

### **5.4 UNEXCUSED FAILURE TO PAY**

- 5.4.1 If within thirty (30) days after the date established herein for payment to the Contractor by the Owner, the Owner, without cause or basis hereunder, fails to pay the Contractor any amount then due and payable to the Contractor, then the Contractor may after seven (7) additional days' written notice to the Owner and the Engineer, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from the owner have been received.

## **5.5 SUBSTANTIAL COMPLETION**

- 5.5.1 When the Contractor believes that Substantial Completion has been achieved as defined by 3.1.2, the Contractor shall notify in writing the Engineer and the Owner and shall submit in writing 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, then the Engineer 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 as applicable 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. If the Engineer, through its inspection, fails to find that the Contractor's work is substantially complete, and is required to repeat all, or any portion of, its Substantial Completion inspection, the Contractor shall bear the cost of such repeat inspections(s) which cost may be deducted by the Owner from any payment then or thereafter due to the Contractor. Guarantees and equipment warranties 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 for completing all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling all outstanding or threatened unsettled claims.

## **5.6 PARTIAL OCCUPANCY OR USE**

- 5.6.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor or as identified in Article III. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Engineer as provided under Subparagraph 5.5.1. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Engineer.
- 5.6.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Engineer shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.
- 5.6.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

## 5.7 COMPLETION AND FINAL PAYMENT

- 5.7.1 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 Engineer confirms that the Work is complete in full accordance with this Contract and this 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 this Contract. If the Engineer is unable to issue its final Certificate for 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.
- 5.7.2 If the Contractor fails to achieve final completion within the time fixed in paragraph 3.1, the Contractor shall pay the Owner the sum of ~~\$100.00~~ dollars per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth herein for final completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that final completion will be unexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving final completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.
- 5.7.3 The Contractor shall not be entitled to final payment unless and until it submits to the Owner and the Engineer, in a form and manner required by the Owner, if any, its affidavit that all its obligations for payrolls, Subcontractors, laborers, invoices for materials and equipment, and other liabilities connected with the Work for which the Owner, or the Owner's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors, laborers, and suppliers of the Contractor and of any and all other parties required by the Engineer or the owner, consent of Surety, if any, to final payment. Additionally, all product warranties, operating manuals, instruction manuals and other record documents, drawings, and things customarily required of the Contractor, or expressly required herein, as a part of or prior to closeout of the work must be delivered prior to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the Owner, the Contractor shall furnish a bond satisfactory to the Owner to discharge any such lien or indemnify the Owner from liability.
- 5.7.4 The Contractor shall, immediately after the completion of the contract, give notice of the completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done for a period of four successive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published.
- 5.7.5 The Owner shall make final payment of all sums due the Contractor subject to 5.3.1 above, within thirty (30) days of the Engineer's execution of a final Certificate of Payment.
- 5.7.6 Acceptance of final payment shall constitute a waiver of all claims against the Owner by the Contractor except for those claims previously made in writing against the Owner

by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

## **ARTICLE VI THE OWNER**

### **6.1 INFORMATION, SERVICES AND THINGS REQUIRED FROM OWNER**

- 6.1.1 The Owner shall furnish to the Contractor, prior to the execution of this Contract, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, the Owner does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefor. The Owner shall also furnish, if appropriate and available, surveys, legal limitations and utility locations (if known), and a legal description of the Project site.
- 6.1.2 Excluding permits and fees normally the responsibility of the Contractor or determined to be the responsibility of the Contractor in accordance with this Contract, the Owner shall obtain all easements required for construction and shall pay for aid to construction required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.
- 6.1.3 The Owner will furnish the Contractor, free of charge, six (6) copies of the Contract Documents for execution of the Work. Additional copies may be purchased by the Contractor from the printer.
- 6.1.4 The Owner shall classify all contract modifications in accordance with the categories established in "Exhibit A" entitled "Contract Modification Request" which is attached hereto and incorporated by reference.

### **6.2 RIGHT TO STOP WORK**

- 6.2.1 If the Contractor persistently fails or refuses to perform the Work in accordance with this Contract, the Owner may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the Owner orders that Work be resumed. In such event, the Contractor shall immediately obey such order. However, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

### **6.3 OWNER'S RIGHT TO PERFORM WORK**

- 6.3.1 If the Contractor's Work is stopped by the Owner under Paragraph 6.2, and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the Owner that the cause of such stoppage will be eliminated or corrected, then the Owner may, without prejudice to any other rights or remedies the owner may have against the Contractor, proceed to carry out the subject Work with its own forces or with the forces of another. In such a situation, the Contractor shall be fully responsible and be liable for the costs of performing such work by the Owner and an appropriate contract modification shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies, plus compensation for the Owner's Representative's and Engineer's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Contract Price is insufficient to cover the amount due the Owner, the Contractor shall pay the difference to the Owner. The rights set forth herein are in

addition to and without prejudice to, any other rights or remedies the Owner may have against the Contractor.

#### **6.4 OWNER'S POINT OF CONTACT**

- 6.4.1 The Owner's point of contact shall be the Project Manager William C. Bell. The telephone number is 256-427-5286.

### **ARTICLE VII THE CONTRACTOR**

#### **7.1 CONTINUING DUTY**

- 7.1.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without required pre-construction conferences, adequate Contract Documents, Contractor performed Interference Drawings, as defined in the Specifications, or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. The Contractor shall provide to the Owner and Engineer written notice of any error, omission, inconsistency, or ambiguity in the Contract Documents at least twenty-one (21) days prior to the scheduled date for performance of the affected portion of the Work. Failure to provide such written notice to the Owner and Engineer in accordance with this paragraph shall result in the Contractor waiving any resulting claim for time delay or any other consequential damages. Upon written notice of said error, omission, inconsistency, or ambiguity in the Contract Documents the Owner will have 21 days to remedy same before starting to count days of delay to the Contractor. If the Contractor performs any of the Work which involves such an error, omission, inconsistency or ambiguity in the Contract Documents without such written notice to the Owner and Engineer, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

#### **7.2 CONSTRUCTION AND SUPERVISION PROCEDURES**

- 7.2.1 The Contractor shall perform the Work strictly in accordance with this Contract.
- 7.2.2 The Contractor shall strictly supervise and direct the Work using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the Owner for any and all acts or omissions of the Contractor, its employees and others engaged in the Work on behalf of the Contractor.

#### **7.3 REVIEW OF FIELD CONDITIONS**

- 7.3.1 The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Engineer and to the Owner in accordance with provisions defined in Article 7.1.1.

#### **7.4 WARRANTY**

- 7.4.1 The Contractor warrants to the Owner that all labor furnished to progress the Work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that

the Work will be of good quality, free from faults and defects and in strict conformance with this Contract. All Work not strictly conforming to these requirements may be considered defective and shall constitute a breach of the Contractor's warranty.

- 7.4.2 In addition to any other warranties and guarantees set forth elsewhere in this Agreement, the Contractor, upon request by the Owner or the Engineer shall promptly correct all failures or defects in its Scope of the Work for a period of one (1) year after the date of substantial completion. In the event of termination of the Agreement for convenience or for cause prior to substantial completion, the Contractor shall be responsible for the correction of all failure or defects in its Scope of Work as performed and paid for a period of one (1) year after the effective date of the termination. Should the Contractor fail to promptly correct any failure or defect, the Owner may take whatever actions it deems necessary to remedy the failure or defect and the Contractor shall promptly reimburse the Owner for any expenses or damages it incurs as a result of the Contractor's failure to correct the failure or defect including, but not limited to, any attorney's fees necessary to remedy the failure or defect, or to obtain reimbursement from the Contractor.
- 7.4.2.1 The Contractor shall schedule, coordinate and participate in a walk-through inspection of the work one (1) month prior to the expiration of the one-year correction period, and shall notify the Owner, the Professionals, and any necessary subcontractors and suppliers of the date of, and request their participation in, the walk-through inspection. The purpose of the walk-through inspection will be to determine if there are defects or failures which require correction.
- 7.4.3 In addition to the warranties and guarantees set forth elsewhere herein, the Builder expressly warrants and guarantees to the Owner:
  - 7.4.3.1 That its scope of the Work complies with (i) the Construction Documents; and, (ii) all applicable laws, statutes, building codes, rules and regulations of all governmental, public and quasi-public authorities and agencies having jurisdiction over the Project.
  - 7.4.3.2 That all goods, products, materials, equipment and systems incorporated into its scope of the Work conform to applicable specifications, descriptions, instructions, drawings, data and samples and shall be and are (i) new (unless otherwise specified or permitted) and without apparent damage; (ii) of quality equal to or higher than that required by the Contract Documents; and (iii) merchantable.
  - 7.4.3.3 That all management, supervision, labor and services required for its scope of the Work shall comply with the Contract and shall be and are performed in a workmanlike manner.
- 7.4.4 The Contractor shall require that all its subcontractors and suppliers provide written warranties, guaranties and other undertakings to the Owner and the Builder in a form identical to the warranties, guaranties and other undertakings set forth in this Contract, including the warranties, guaranties, and undertakings set forth in this Article, which warranties, guaranties and undertakings shall run to the benefit of the Owner as well as the Contractor.
- 7.4.5 The warranties and guaranties set forth in this Article shall be in addition to all other warranties, express, implied or statutory, and shall survive the Owner's payment, acceptance, inspection of, or failure to inspect, the Work and review of the Contract Documents. These warranty provisions shall survive any termination of the contract.
- 7.4.6 Nothing contained in Paragraph 7.4.2 shall be construed to establish a period of limitation with respect to the Contractor's obligations under the Contract. Paragraph 7.4.2 relates only to the Contractor's specific obligations with respect to the Work, and

has no relationship to the time within which the Contractor's contractual obligations under the Contract may be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to any contractual obligations pursuant to Paragraph 7.4.2 or contained elsewhere herein.

- 7.4.7 Unless otherwise specified herein, all of the Contractor's warranty and guaranty obligations, including the time periods for all written warranties and guarantees of specifically designated equipment required by the Construction Documents, shall begin on the date of Substantial Completion or the date of acceptance by the Owner, whichever is later.

## 7.5 PERMITS, FEES AND NOTICES

- 7.5.1 The Contractor shall obtain and pay for all permits, fees and licenses, **excluding aid to construction**, necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

## 7.6 AUTHORIZED REPRESENTATIVE AND KEY PERSONNEL

- 7.6.1 The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept any and all communications from the Owner or the Engineer.

- 7.6.2 Key Supervisory personnel assigned by the Contractor to this Project are as follow:

| Name                     | Function         |
|--------------------------|------------------|
| <b>William C. Dunlap</b> | <b>President</b> |

So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the Owner agrees to the contrary in writing. In the event one or more individuals not listed above subsequently assume one or more of those functions listed above, the Contractor shall be bound by the provisions of this Subparagraph 7.6.2 as though such individuals had been listed above.

## 7.7 SCHEDULE

- 7.7.1 The Contractor, within 10 days of the issuance of notice to proceed, shall submit to the Owner and the Engineer for their information the Contractor's **schedule for completing the Work**. Such Schedule shall be in compliance with the requirements set forth in the Project Manual which is attached hereto and incorporated by reference. The Contractor's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project. Each such revision shall be furnished to the Owner and the Engineer. Failure by the Contractor to strictly comply with the provisions of this Paragraph 7.7.1 shall constitute a material breach of this Contract.

## 7.8 DOCUMENTS AND SAMPLES AT THE SITE

- 7.8.1 The Contractor shall continuously maintain at the site, for the benefit of the Owner and the Engineer, one updated record copy of this Contract marked to record on a current basis, amendments, revisions, changes, selections and modifications made during the



term of this contract. Additionally, the Contractor shall maintain at the site for the Owner and Engineer the approved Shop Drawings, Product Data, Samples and other similar required submittals and interference drawings. All of these record documents shall be available to the Owner and the Engineer at all regular business hours. Upon final completion of the Work, all of these record documents shall become the property of and shall be delivered to the Owner.

## **7.9 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

- 7.9.1 Shop Drawings, Product Data, Samples and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work in conformance with information received from the Contract Documents.
- 7.9.2 The Contractor shall not perform any portion of the Work requiring submittal and review of Shop Drawings, Product Data or Samples unless and until such submittal shall have been approved by the Engineer. Approval by the Engineer or Owner, however, shall not be evidence that Work installed pursuant thereto conforms with the requirements of this Contract. The Owner and Engineer shall have no duty to review partial submittals, unsolicited, or incomplete submittals.
- 7.9.3 The Contractor shall review, approve and submit to the Engineer and Owner, Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. The Contractor shall maintain a submittal log which shall include, as a minimum, the date scheduled for each submittal, the actual date of each submittal, the date of any resubmittal, the date of an approval or rejection, and the reason for any approval or rejection. The submittal log shall be copied to the Owner and Engineer on a weekly basis and presented during the weekly project meeting.
- 7.9.4 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents and has performed his duty of carefully reviewing, inspecting, and examining any and all submittals before submitting to the Owner or Engineer. Prior to the commencement of work, other than the structural framework, the Contractor shall create interference drawings for the coordination of trades in the mechanical rooms and other congested areas. Such interference drawings shall be subject to submittal to the Engineer and Owner and approval in accordance with paragraph 7.9.
- 7.9.5 The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Engineer's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Engineer in writing of such deviation at the time of submittal and the Engineer has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Engineer's approval thereof.
- 7.9.6 The contractor shall direct specific attention in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals to revisions other than those requested by the Engineer on previous submittals.
- 7.9.7 Informational submittals upon which the Engineer is not expected to take responsive action shall be so identified in the Contract Documents.

- 7.9.8 When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Engineer shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

#### **7.10 CLEANING AND USE OF THE SITE AND THE PROJECT**

- 7.10.1 The Contractor shall keep the site and off-site areas reasonably clean during performance of the Work and is responsible for the trash/debris that is allowed to accumulate onsite or off-site. Upon final completion of the Work, the Contractor shall thoroughly clean the site and the Project and remove all waste, debris, trash, and excess materials or equipment, together with all of the Contractor's property therefrom.
- 7.10.2 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment or impede floodwater flow.
- 7.10.3 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.
- 7.10.4 **Access to the Site:** The Contractor shall perform its scope of the Work so as not to interrupt or interfere with any on site operations of the Owner or those authorized by the Owner to use the site.

#### **7.11 ACCESS TO WORK**

- 7.11.1 The Owner and the Engineer shall have access to the Work at all times from commencement of the Work through final completion. The Contractor shall take whatever steps necessary to provide access when requested.

#### **7.12 ROYALTIES AND PATENTS**

- 7.12.1 The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of patent rights and shall hold the Owner and Engineer harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufactures is required by the Contract Documents. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Owner and Engineer.

#### **7.13 SAFETY PRECAUTIONS AND PROGRAMS**

- 7.13.1 The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit to the Engineer and the Owner for their approval, a written Safety Program which shall address as a minimum their plan for compliance with all federal, state or local requirements for health and safety on the project site.
- 7.13.2 In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Engineer in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless by written agreement of the Owner and Contractor.

- 7.13.3 The Contractor shall not be required pursuant to Article 10 to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB).

#### **7.14 SAFETY OF PERSONS AND PROPERTY**

- 7.14.1 It is acknowledged that the Contractor shall have a duty to protect all personnel, equipment, materials, supplies associated with this project. Damage to property or personnel shall be subject to the indemnification provisions of this Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
1. employees on the Work and other persons who may be affected thereby.
  2. the work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors or in transit; and
  3. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- 7.14.2 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- 7.14.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including fencing, posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.
- 7.14.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- 7.14.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in paragraph 7.15.1 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under paragraph 7.15.1, except damage or loss attributable to acts of the Owner or Engineer or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 13.1G.
- 7.14.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be designated by the Contractor in writing to the Owner and Engineer.
- 7.14.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

#### **7.15 EMERGENCIES**

- 7.15.1 In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. In the event that

any such emergency occurs, the Contractor shall promptly notify the Owner and the Engineer within twenty-four (24) hours of the discovery of the emergency situation. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Paragraph 8.3.

## **7.16 CONTRACTOR REPRESENTATIONS**

In order to induce the Owner to execute this Contract and recognizing that the Owner is relying thereon, the Contractor, by executing this Contract, makes the following express representations to the Owner:

- 7.16.1 The Contractor is fully qualified to act as the contractor for the Project and has, and shall maintain, any and all licenses, permits or other authorizations necessary to act as the contractor for, and to construct, the Project.
- 7.16.2 The Contractor has become familiar with the Project site and the local conditions under which the Project is to be constructed and operated.
- 7.16.3 The Contractor has received, reviewed and carefully examined all of the documents which make up this Contract, including, but not limited to, the plans, and specifications, soils testing reports of subsurface conditions, and submittals, and has found them in all respects to be complete, accurate, adequate, consistent, coordinated and sufficient for construction.

## **ARTICLE VIII**

### **CONTRACT ADMINISTRATION**

#### **8.1 THE ENGINEER**

- 8.1.1 The Engineer for this project is **J.W. Kennedy and Associates, P.C.**, even the Owner should find it necessary or convenient to replace the Engineer, the Owner shall retain a replacement Engineer and the status role of the replacement Engineer shall be that of the former Engineer.

#### **8.2 ENGINEER'S ADMINISTRATION**

- 8.2.1 The Engineer, unless otherwise directed by the Owner in writing, will perform those duties and discharge those responsibilities allocated to the Engineer as set forth in this Contract. The Engineer shall be the Owner's agent from the effective date of this Contract until final payment has been made. The Engineer shall be authorized to act on behalf of the Owner only to the extent provided in this Contract.
- 8.2.2 Unless otherwise directed by the Owner in writing, the Owner and the Contractor shall communicate with each other in the first instance through the Engineer.
- 8.2.3 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 or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.
- 8.2.4 The Engineer will review the Contractor's Applications for Payment and will certify to the Owner for payment to the Contractor, those amounts then due the Contractor as provided in this Contract.
- 8.2.5 The Engineer shall have authority to reject Work which is defective or does not conform to the requirements of this Contract. If the Engineer deems it necessary or advisable,

the Engineer shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements.

- 8.2.6 The Engineer will review and approve, or take other appropriate action as necessary, concerning the Contractor's submittals including Shop Drawings, Product Data and Samples. Such review, approval or other action shall be for the purpose of determining conformance with the design and Contract Documents.
- 8.2.7 The Engineer will prepare Change Orders and may authorize minor changes in the Work by Field Order as provided elsewhere herein.
- 8.2.8 The Engineer shall, upon written request from the Contractor, conduct inspections to determine the date of Substantial Completion and the date of final completion, will receive and forward to the Owner for the Owner's review and records, written warranties and related documents required by this Contract and will issue a final Certificate for Payment upon compliance with the requirements of this contract.
- 8.2.9 The duties, obligations and responsibilities of the Contractor under this Contract shall in no manner whatsoever be changed, altered, discharged, released, or satisfied by any duty, obligation or responsibility of the Engineer. The Contractor is not a third-party beneficiary of any contract by and between the Owner and the Engineer. It is expressly acknowledged and agreed that the duties of the Contractor to the Owner are independent of, and are not diminished by, any duties of the Engineer to the Owner.

### **8.3. CLAIMS BY THE CONTRACTOR**

- 8.3.1 All Contractor claims shall be initiated by written notice and claim to the Owner and the Engineer. Such written notice and claim must be received by the Owner and Engineer within seven (7) calendar days after occurrence of the event, or the first appearance of the condition, giving rise to the claim and shall set forth in detail all known facts and circumstances supporting the claim. As defined in Article 7.1, the Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without required pre-construction conferences, adequate Contract Documents, Contractor performed Interference Drawings, as defined in the Specifications, or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. The Contractor shall provide to the Owner and Engineer written notice of any error, omission, inconsistency, or ambiguity in the Contract Documents at least twenty-one (21) days prior to the scheduled date for performance of the affected portion of the Work. Failure to provide such written notice to the Owner and Engineer in accordance with this paragraph shall result in the Contractor waiving any resulting claim for time delay or any other consequential damages. Upon written notice of said error, omission, inconsistency, or ambiguity in the Contract Documents the Owner will have 21 days to remedy same before starting to count days of delay to the Contractor. If the Contractor performs any of the Work which involves such an error, omission, inconsistency or ambiguity in the Contract Documents without such written notice to the Owner and Engineer, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.
- 8.3.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract and the Owner shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any claim under this Paragraph 8.3 shall be reflected by a Change Order executed by the Owner, the Engineer and the Contractor.
- 8.3.3 **CLAIMS FOR CONCEALED AND UNKNOWN CONDITIONS** - Should concealed and unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure being at variance with

the conditions indicated by this Contract, or (c) should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in this Contract, be encountered, the Contract Price shall be equitably adjusted either upward or downward by Change Order. As a condition precedent to the Owner having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the Owner and the Engineer written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.

**8.3.4 CLAIMS FOR ADDITIONAL COSTS** - If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the Owner therefor, the Contractor shall strictly comply with the requirements of 8.3.3 above. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

**8.3.4.1** In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, any liability of the Owner for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor. The Owner shall not be liable to the Contractor for claims of third parties, including Subcontractors, suppliers, materialmen or laborers, unless and until liability of the Contractor has been established therefor in a court of competent jurisdiction.

**8.3.5 CLAIMS FOR ADDITIONAL TIME** - If the Contractor is delayed in performing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the Owner or someone acting in the Owner's behalf, or by changes ordered in the Work as authorized by the Owner, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipatable, fire or other Acts of God, then the date for achieving Substantial Completion of the Work or as applicable final completion, shall be extended upon the written notice and claim of the Contractor to the Owner and the Engineer, for such reasonable time as the Engineer may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this Subparagraph, any claim for an extension of time shall be waived. A task is critical within the meaning of this paragraph 8.3.5 if, and only if, said task is on the critical path of the Project Schedule so that a delay in performing such task will delay the ultimate completion of the project. As defined in Article 7.1, The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without required pre-construction conferences, adequate Contract Documents, Contractor performed Interference Drawings, as defined in the Specifications, or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. The Contractor shall provide to the Owner and Engineer written notice of any error, omission, inconsistency, or ambiguity in the Contract Documents at least twenty-one (21) days prior to the scheduled date for performance of the affected portion of the Work. Failure to provide such written notice to the Owner and Engineer in accordance with this paragraph shall result in the Contractor waiving any resulting claim for time delay or any other consequential damages. Upon written notice of said error, omission, inconsistency, or ambiguity in the Contract Documents the Owner will have 21 days to remedy same before starting to count days of delay to

the Contractor. If the Contractor performs any of the Work which involves such an error, omission, inconsistency or ambiguity in the Contract Documents without such written notice to the Owner and Engineer, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

#### **8.4 FIELD ORDERS**

- 8.4.1 The Engineer shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and not inconsistent with the intent of the Contract. Such changes shall be effected by field order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.

### **ARTICLE IX SUBCONTRACTORS**

#### **9.1 DEFINITION**

- 9.1.1 A Subcontractor is an entity, which has a direct contract with the Contractor to perform a portion of the Work.
- 9.1.2 A sub-subcontractor is an entity which has a direct or indirect contract with a subcontractor to perform a portion of the work.

#### **9.2 AWARD OF SUBCONTRACTS**

- 9.2.1 Upon execution of the Contract, the Contractor shall furnish the Owner and the Engineer, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Project. The Owner shall promptly reply to the Contractor, in writing, stating any objections the Owner may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the Owner has made timely objection. The Contractor shall not be required to Subcontract with any party to whom the Contractor has objection.
- 9.2.2 All subcontracts shall afford the Contractor rights against the Subcontractor which correspond to those rights afforded to the Owner against the Contractor herein, including those rights afforded to the Owner against the Contractor herein including those rights of contract termination as set forth by paragraph 12.2 below.

#### **9.3 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

- 9.3.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided elsewhere in the Contract Documents.
- 9.3.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.
- 9.3.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the

Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule and Contract Price deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contract, separate contractors and the Owner until subsequently revised.

- 9.3.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights which apply to the Contractor under the Conditions of the Contract.

## **9.4 MUTUAL RESPONSIBILITY**

- 9.4.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.
- 9.4.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with the portion of the Work, promptly report to the Engineer and the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.
- 9.4.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.
- 9.4.4 The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors.

## **ARTICLE X CHANGES IN THE WORK**

### **10.1 CHANGES PERMITTED**

- 10.1.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Field Order.
- 10.1.2 Changes in the Work shall be performed in strict accordance with applicable provisions of this Contract and the Contractor shall proceed promptly with such changes.

### **10.2 CHANGE ORDERS**

- 10.2.1 Change Order shall mean a written order to the Contractor executed by the Owner and the Engineer, issued after execution of this Contract, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time for Performance, or any combination thereof. The Contract Price and the Contract Time may be changed only by Change Order or other mutually agreed upon Contract modification.
- 10.2.2 Change orders shall be allowed only under the following conditions; 1) Minor changes for a total monetary amount less than that required by State law for competitive bidding



(\$15,000); or 2) Changes for matters incidental to the original contract necessitated by unforeseeable circumstances, including but not limited to, errors or omissions in the Contract documents requiring immediate action to forestall secondary damages; or 3) Changes due to emergencies; 4) Changes provided for in the original bidding and original Contract Documents as alternates.

- 10.2.3 The Contractor or successful bidder is expected to complete the project as bid and specified within the financial parameters stated therein. However, if it shall be determined that a change order is needed in any given case during the performance of a contract, the contractor shall promptly submit to the Engineer a completed "Contract Modification Request" (Exhibit A) specifying the change(s) with justification. The Engineer shall approve, modify or reject all contract modifications requests within five (5) working days and forward to the Owner, with a Contract Modification Request completed, as necessary, by the Engineer, and attached to the Contract Modification Request.
- 10.2.4 In the event the change order requested by the Contract involves, 1) an increase in the contract sum or construction bid price, 2) an extension of the contract time, or 3) material change the contractor's scope of work or services, the Owner, shall determine whether this is a change order which can be allowed and, if so, what exception it would fall under. The representative of the Owner shall then document the same by completing a City of Huntsville Resolution Authorizing Change Order" (Exhibit C), attach the same to the "Change Order Request" and "City of Huntsville contract Change Order" and submit to the City Council at its next regularly scheduled Council meeting for approval. The contractor shall not perform any such change until receipt of "City of Huntsville Contract Change Order" (Exhibit B), signed by the Mayor and President of the City Council.
- 10.2.5 The Owner reserves the right to institute Change Orders as pursuant to the aforesaid terms and conditions.
- 10.2.6 In no event is a Change Order to be performed prior to approval thereof by Owner, except for emergencies.
- 10.2.7 No Change Order shall cause the total amount of Change Orders applicable to this contract to exceed 10% of the original, total Contract Price as stated in 4.1.1.
- 10.2.8 Change Orders increasing the Contract Price by in excess of \$5,000, the following allowance for overhead and profit shall be utilized :
1. For the Contractor or Subcontractor , for Work performed by the Contractor's own forces, 10% of the cost.
  2. For the Contractor, Subcontractor or sub-Subcontractor for Work performed by others, 5% of the amount due the subcontractor performing the Work.
  3. For each Subcontractor or sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, 10 % of the cost.
  4. For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, 5 % of the amount due the Sub-subcontractor.

For Change Orders increasing the Contract Price by less than \$5,000 or less, increase the above allowances from 5% to 10% and 10% to 15%. There shall be no additional costs included in Change Orders for any field office personnel time related to estimating or layout required by a Change Order or for field superintendent or field office operational costs provided the changes are performed during the orderly sequencing of the work and not requiring a time extension or special crews.

- 10.2.9 Change Orders decreasing the Contract Price shall contain an allowance for overhead and profit which is 50% of the mark-up percentages for increases established in paragraph 10.2.8.
- 10.2.10 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or to the Contractor, the applicable unit prices shall be equitably adjusted.
- 10.2.11 Any change in the Contract Price resulting from a Change Order shall be determined as follows:
- (1) by mutual agreement between the Owner and the Contractor as evidenced by
    - (a) the change in the Contract Price being set forth in the Change Order,
    - (b) such change in the Contract Price, together with any conditions or requirements relating thereto, being initialed by both parties and
    - (c) the Contractor's execution of the Change Order; or,
  - (2) if no mutual agreement occurs between the Owner and Contractor, the change in the Contract Price, if any, shall be derived by determining the reasonable actual costs incurred or savings achieved, resulting from revisions in the work. Such reasonable actual costs or savings shall include a component for direct jobsite overhead and profit but shall not include home-office overhead or other indirect costs or components. Any such costs or savings shall be documented in the format, and with such content and detail as the Owner or the Engineer requires.

### **10.3 MINOR CHANGES**

- 10.3.1 The Engineer shall have authority to order minor changes in the Work not involving a change in the Contract Price or an extension of the Contract Time and not inconsistent with the intent of this Contract. Such minor changes shall be made by written Field Order, and shall be binding upon the Owner and the Contractor. The Contractor shall promptly carry out such written Field Orders.

### **10.4 EFFECT OF EXECUTED CHANGE ORDER**

- 10.4.1 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

### **10.5 NOTICE TO SURETY; CONSENT**

- 10.5.1 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval are required by the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the Owner that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

## **ARTICLE XI**

### **DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK**

#### **11.1 DISCOVERING WORK**

- 11.1.1 If any of the Work is covered, concealed or obscured contrary to the Engineer's request or to any provisions of this Contract, it shall, if required by the Engineer or the Owner, be uncovered for the Engineer's inspection and shall be properly replaced or reworked at the Contractor's expense without change in the Contract Time.
- 11.1.2 If any of the Work is covered, concealed or obscured in a manner not covered by Subparagraph 11.1.1 above, it shall, if required by the Engineer or Owner, be uncovered for the Engineer's inspection. If such Work conforms strictly with this Contract, costs of uncovering and proper replacement shall by Change Order be charged to the Owner. If such Work does not strictly conform with this Contract, the Contractor shall pay the costs of uncovering and proper replacement.

#### **11.2 CORRECTING WORK**

- 11.2.1 The Contractor shall, at no cost in time or money to the Owner immediately proceed to correct Work rejected by the Owner or Engineer as defective or failing to conform to this Contract. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the Owner for the Engineer's services and expenses made necessary thereby.
- 11.2.2 If within one (1) year after Substantial Completion of the Work any of the Work is found to be defective or not in accordance with this Contract, the Contractor shall correct it promptly upon receipt of written notice from the Owner. This obligation shall survive final payment by the Owner and termination of this Contract. With respect to Work first performed and completed after Substantial Completion, this one year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and Completion of the subject Work.
- 11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations which the Contractor has under this Contract. Establishment of the one year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct the Work.

#### **11.3 OWNER MAY ACCEPT DEFECTIVE OR NONCONFORMING WORK**

- 11.3.1 If the Owner chooses to accept defective or nonconforming Work, the Owner may do so. In such event, the Contract Price shall be reduced by the greater of (a) the reasonable cost of renovating and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project as constructed and the fair market value of the project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for its acceptance of defective or nonconforming Work, the Contractor shall, upon written demand from the Owner, pay the Owner such remaining compensation for accepting defective or nonconforming Work.

## ARTICLE XII CONTRACT TERMINATION

### 12.1 TERMINATION BY THE CONTRACTOR

- 12.1.1 If the Work is stopped for a period of ninety (90) days by an order of any court or other public authority, or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days' written notice to the Owner and the Engineer, terminate performance under this Contract and recover from the Owner payment for the actual reasonable expenditures of the Contractor (as limited by Article X above) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.
- 12.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of thirty (30) days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the Engineer and the Owner. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

### 12.2 TERMINATION BY THE OWNER

#### 12.2.1 FOR CONVENIENCE

- 12.2.1.1 The Owner may for any reason whatsoever terminate performance under this Contract in whole or in part by the Contractor for convenience. The Owner shall give written notice of such termination to the Contractor specifying when termination becomes effective.
- 12.2.1.2 After receipt of notice of the termination for convenience, for the terminated Work, the Contractor shall not enter into any new subcontracts, shall not purchase any additional supplies, equipment or materials for the Work, and shall make every effort to mitigate the costs of termination. The Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or Subcontracts to the Owner or its designee. The Owner may direct the Contractor to take steps to preserve the Work in place at the time of the Termination.
- 12.2.1.3 The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.
- 12.2.1.4 (a) The Contractor shall submit a termination claim to the Owner and the Engineer specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Engineer. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the owner shall pay the Contractor, an amount derived in accordance with subparagraph (c) below.
- (b) The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.
- (c) Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts:

- (i) Contract prices for labor, materials, equipment and other services accepted under this Contract.
- (ii) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;
- (iii) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The Total sum to be paid the Contractor under this Subparagraph 12.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

- 12.2.1.5 The Owner specifically reserves the right to convert a termination for convenience into a termination for cause within one (1) year after the effective date of the termination for convenience, in the event that the Owner becomes aware of circumstances or conditions with regards to the Work that would have warranted the Owner terminating for default, had those circumstances or conditions been properly known by the Owner, at the time of the termination for convenience. The Owner may, upon written notice to the Contractor of its intention to convert the termination for convenience to a termination for cause, initiate the termination for cause procedures at that time, as set forth in the Performance Bond, and the termination for convenience shall then be converted to a termination for cause.

## 12.2.2 FOR CAUSE

- 12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Contract, then the Owner may by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

- 12.2.2.2 If the unpaid balance of the Contract Price exceeds the cost of finishing the work, including compensation for the Owner's and the Engineer's additional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive the termination of the Contract.

- 12.2.2.3 In the event the employment of the Contractor is terminated by the Owner for cause pursuant to Subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall

thereupon be deemed a Termination for Convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

## **ARTICLE XIII INSURANCE**

### **13.1 INSURANCE**

The Contractor 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 Contractor 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 Contractor, his agents, representatives, employees or subcontractors.

#### **A. MINIMUM SCOPE OF INSURANCE:**

##### **1. Commercial General Liability**

Products and Completed Operations  
Contractual Liability  
Personal Injury and Advertising Injury  
Explosion, Collapse and Underground Hazards (X.C.and U)  
Broad Form Property Damage Liability  
Severability of Interests  
Waiver of Subrogation  
Per Project Aggregate Limits

2. Professional Liability ( only applies to contracts or subcontracts, consultants, that are architects, engineers, land surveyors or consulting firms.

Insurance may be written on a "claims-made" basis, providing coverage for negligent acts, error 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 City within reasonable economic terms. 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. Railroad's Protective Bodily Injury Liability and Property Damage Liability Insurance:**

In any case where contract involves work within fifty (50) feet of a railroad right-of-way, the contractor shall carry insurance for himself and insurance in the name of the Railroad Company in the amounts and under the terms specified in the special provisions for each contract.

##### **4. 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. Waiver of subrogation to be included.

##### **5. Worker's 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.

## 6. Employers Liability Insurance

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

## 7 Owners, Contractors Protective Liability:

Insurance naming the City of Huntsville as the named insured.

## 8. Property Insurance:

Builders Risk Coverage, Special Form (including earthquake, sinkhole, and flood unless waived by the City of Huntsville) with a limit of no less than 100% of the completed value. The City of Huntsville and the Contractor should be the Named Insured as their interests may appear in improvements, repairs, and additions. The coverage should extend to all materials relative to the Work wherever located and in transit. The deductible shall not exceed \$10,000 per occurrence and shall be borne by the contractor. Higher deductibles for earthquake, sink hold, and flood may be approved the the City of Huntsville on a case by case basis.

## 9. Umbrella (Excess) Liability Insurance:

## 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 and Advertising Injury           |
| \$2,000,000 | Each Occurrence                           |

## 2. Professional Liability

Insurance may be made on a "claims-made" basis:

|             |                                 |
|-------------|---------------------------------|
| \$500,000   | Per Claim – Land Surveyors      |
| \$1,000,000 | Per Claim – Other Professionals |

## 3. Railroads Protective

\$500,000

## 4. Automobile Liability

\$1,000,000 Combined Single Limit per accident for bodily injury and property damage.

## 5. Worker's Compensation

As required by the State of Alabama Statute.

## 6. Employers Liability

|           |                         |
|-----------|-------------------------|
| \$100,000 | Bodily Injury           |
| \$500,000 | Policy Limit by Disease |

## 7. Owner's, Contractors, Protective:

\$1,000,000 Per Occurrence

\$1,000,000 Aggregate

8. Property Insurance:

Limit equal to the completed value of the construction or renovation.

9. Umbrella (Excess) Liability Insurance:

a. For projects or contract values in excess of \$5,000,000, Umbrella or Excess Liability Insurance is required in an amount of \$5,000,000 per occurrence and \$5,000,000 aggregate.

b. For projects with contract value in excess of \$10,000,000 Umbrella or Excess Liability insurance is required in an amount of \$10,000,000 per occurrence and \$10,000,000 aggregate.

**C. OTHER INSURANCE PROVISIONS:**

The City is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the City's best interest. If the insurance requirements are not adjusted by the City prior to the City'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 Coverage's Only:**

- a. The City, its elected and appointed officials, employees, agents and specified volunteers are to be covered as Additional Insureds, as their interests may appear, as respects: liability arising out of activities performed by or on behalf of Contractor for products used by and completed operations of Contractor; or automobiles owned, leased, hired or borrowed by Engineer. 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. Contractor's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, employees, agents and specified volunteers, as their interests may appear. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or specified volunteers shall be excess of Engineer's insurance and shall not contribute to it.
- c. Contractor's 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.

**2. All Coverages:**

- a. Contractor 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 City. Cancellation of coverage for non-payment of premium will require ten (10) days written notice to the City.
- b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, employees, agents or specified volunteers.



**D. ACCEPTABILITY OF INSURERS:**

Insurance is to be placed with insurers qualified to do business in the State of Alabama with an A. M. Best's rating of no less than A- V.

**E. VERIFICATION OF COVERAGE:**

The Owner and the City of Huntsville shall be indicated as a Certificate Holder and the Contractor shall furnish the Owner and the City of Huntsville 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. SUBCONTRACTORS WORKING FOR THE GENERAL CONTRACTOR, OR ARCHITECTS, ENGINEERS, LAND SURVEYORS OR CONSULTING FIRMS WORKING FOR THE ENGINEER OF RECORD:**

The Contractor shall specifically include all subcontractors as insured's under its policies or shall furnish separate certificates and/or endorsements for each subcontractor. The Contractor shall include all architects, engineers, land surveyors or consulting firms working for him as insured under its policies other than professional liability, or shall furnish separate certificates and/or endorsements for each architect, engineer, land surveyor or consulting firm. Subcontractors working for the contractor or architects, engineers, land surveyors, or consulting firms working for the Contractor shall be required to carry insurance.

**G. HOLD HARMLESS AGREEMENT:****1. Other Than Professional Liability Exposures:**

The Contractor, architect, engineer, land surveyor or consulting firm, to the fullest extent permitted by law, shall indemnify, hold harmless, and defend the City of Huntsville, its elected and appointed officials, employees, agents and specified volunteers against all claims, costs, damages, losses and expenses, including, but not limited to, attorney's fees, caused by, arising out of or resulting from or in connection with the performance of the work, provided that any such claim, costs, 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 there from and (2) is caused by, in whole or in part, any active or passive negligent act or omission of the contractor, architect, engineer, land surveyor or consulting firm, or any of their subcontractors, sub consultants, or anyone directly or indirectly employed by any of 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 Contractor agrees that as respects to negligent acts, errors or omissions in the performance of professional services, to indemnify and hold harmless the Owner, its agents and their officers, representatives, 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 such negligent acts, errors, or omissions of the Contractor or any sub-consultants directly or indirectly employed by them or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable.

### **3. Indemnity:**

In claims against any person or entity indemnified under this Paragraph by an employee of the Contractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

## **ARTICLE XIV MISCELLANEOUS**

### **14.1 GOVERNING LAW**

14.1.1 The Contract shall be governed by the law of the place where the Project is located.

### **14.2 SUCCESSORS AND ASSIGNS**

14.2.1 The Owner and Contractor bind themselves, their successors and assigns to the other party hereto and to successors and assigns of such other party in respect to covenants, agreements, and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the Owner. In no event shall a contract be assigned to an unsuccessful bidder whose bid was rejected because he or she was not a responsible or responsive bidder.

### **14.3 WRITTEN NOTICE**

14.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

### **14.4. RIGHTS AND REMEDIES**

14.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

14.4.2 No action or failure to act by the Owner, Engineer or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

### **14.5 TESTS AND INSPECTIONS**

14.5.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall coordinate for such tests, inspections and approvals with an independent testing laboratory or entity as contracted by the Owner or with the appropriate public authority. The Contractor shall give the Engineer timely notice of when and where tests and inspections are to be made so the Engineer may observe such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded. The Owner will pay for the testing of concrete, soil, mechanical, air and hydronic test and balance. The Owner will test structural steel, frame welding bolted connections, and paint priming of all steel at the Owner's expense. All these tests by the Owner will be

to the extent as required by the Contract Documents. The Contractor shall bear all related costs of all other testing, inspections and approval as required by the Contract Documents.

- 14.5.2 If the Engineer, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Subparagraph 14.5.1, the Engineer will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice within twenty-four (24) hours to the Engineer and to the Owner of when and where tests and inspections are to be made so the Engineer may observe such procedures.
- 14.5.3 If such procedures for testing, inspection or approval under Subparagraphs 14.5.1 and 14.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs made necessary by such failure including those of repeated procedures and compensation for the Engineers, services and expenses.
- 14.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Engineer and to the Owner.
- 14.5.5 If the Engineer is to observe tests, inspections or approvals required by the Contract Documents, the Engineer will do so promptly and, where practicable, at the normal place of testing.
- 14.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

#### **14.6 EQUAL OPPORTUNITY**

- 14.6.1 The Contractor shall maintain policies of employment as follows:
  - 14.6.1.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.
  - 14.6.1.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin

#### **14.7 SURETY BONDS**

- 14.7.1 The Contractor shall furnish separate performance and payment bonds on the Owner. Each bond shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like

amount. The performance and payment bonds furnished by the Contractor shall be in forms suitable to the Owner, in conformance with all the requirements of the Code of Alabama (1975), §39, and shall be executed by a surety, or sureties, reasonably suitable to the Owner.

#### **14.8 PROJECT RECORDS**

All documents relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the Contractor, or any subcontractor of the Contractor, shall be made available to the Owner or the Engineer for inspection and copying upon written request by the Owner. Furthermore, said documents shall be made available, upon request by the Owner, to any state, federal or other regulatory authority and any such other authority may review, inspect and copy such records. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design, and its construction. Said records expressly include those documents reflecting the cost of construction to the Contractor. Records relating to costs associated with Contract Modification Requests (Change Orders) shall be compiled and maintained on the basis of each request for a change or modification to the contract. These records shall be compiled so as to substantiate all costs and issues associated with each separate change or modification. The Contractor shall maintain and protect these documents for no less than four (4) years after final completion of the Project, or for any longer period of time as may be required by law or good construction practice.

#### **14.9 ENTIRE AGREEMENT**

14.9.1 This Agreement represents the entire agreement between the Owner and the Contractor 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 Contractor.

#### **14.10 DOMESTIC PREFERENCES**

14.10.1 In the performance of this contract, the contractor shall comply with Ala. Code (1975) §§ 39-3-1 through 39-3-5 in supplying steel, materials, supplies, other products, and labor. Failure to comply with these requirements shall subject the contractor to the penalties set forth in the sections of the Alabama Code set forth above.

#### **14.11 DISPOSAL OF CONSTRUCTION DEBRIS AND WASTE**

14.11.1 The Contractor shall dispose of all non-hazardous construction debris and waste at Solid Waste Disposal Authority of the City of Huntsville, Alabama. Any construction waste and debris not permitted to be disposed at the Solid Waste Disposal Authority shall be disposed at an alternate location selected by the Contractor.

#### **14.12 SURVIVABILITY OF CONTRACT PROVISIONS**

14.12.1 Termination of this Contract by either party shall not affect the rights and obligations of the parties that accrued prior to the effective date of the termination. Terms and conditions of the contract that survive termination include, but are not necessarily limited to, provisions regarding payments, insurance, termination, warranty, governing law of the contract, liquidated damages, bonding requirements, notice procedures, waiver, and other requirements necessary and appropriate for the proper resolution of disputes, claims, and enforcement of the rights of the parties.

**14.13 CONTRACTOR'S E-VERIFY CLAUSE**

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."

**14.14 CERTIFICATE OF COMPLIANCE WITH ACT 2016-312 (Ala.Code (1975) Section 41-16-5 (b))**

I, the undersigned, certify to the State of Alabama as follows:

a. I am authorized to provide representations set out in this Certificate as the official and binding act of the Contractor, and have knowledge of Alabama's Act 2016-312. b. In compliance with Act 2016-312, the Contractor is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

DocuSigned by:

*William C. Dunlap, Jr.*

\*Signature: \_\_\_\_\_  
7A7AF62EB71542D...

william C. Dunlap, Jr.

\*Name of Certifying Official (print): \_\_\_\_\_

\*Title: President

Date of Certification: 7/25/2023 | 10:37 AM CDT

The above Certification was signed in my presence by the person whose name appears above on this 7/25/2023 day of July, 2023.

*William C. Dunlap, Jr.*

Signature of Witness  
7A7AF62EB71542D...

Printed Name of Witness \_\_\_\_\_

**CONTRACTOR**

**OWNER**

SEAL

SEAL

William C. Dunlap, Jr.

Tommy Battle

By:

By:

DocuSigned by:

William C. Dunlap, Jr.

(SIGNATURE)

(SIGNATURE)

William C. Dunlap, Jr.  
Dunlap Contracting, Inc.  
P.O. Box 189  
Laceys Spring, AL 35754

Tommy Battle, Mayor  
City of Huntsville  
308 Fountain Circle  
Huntsville, AL 35801

7/25/2023 | 10:37 AM CDT

(DATE OF EXECUTION)

(DATE OF EXECUTION)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Tommy Battle whose name as Mayor of The City of Huntsville, are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in his official capacity, executed the same with full authority for and as the act of said city on the day the same bears day.

GIVEN under my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public  
My Commission Expires:  
\_\_\_\_\_

STATE OF ALABAMA            )  
                                          )  
COUNTY OF MADISON )

I, the undersigned, a notary public in and for said County, in said State, hereby certify that **William C. Dunlap, Jr.** whose names as **President** of **Dunlap Contracting, 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 capacity as such officers, executed the same with full authority 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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public  
My Commission Expires:  
\_\_\_\_\_

**"EXHIBIT A"**

UPDATED 10/07/2015

**CONTRACT MODIFICATION REQUEST**

DATE: \_\_\_\_\_ CMR NUMBER: \_\_\_\_\_

PROJECT: \_\_\_\_\_

OWNER: \_\_\_\_\_

ARCHITECT: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

1. **TOTAL COST** (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): \_\_\_\_\_

2. **TIME EXTENSION IN CALENDAR DAYS** (ATTACH JUSTIFICATION): \_\_\_\_\_

THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT

3. **SUBMITTED BY:**

A. CONTRACTOR \_\_\_\_\_

B. ARCHITECT \_\_\_\_\_

**\*\*\*BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE\*\*\***

4. **INITIATED BY:** \_\_\_\_\_

5. **OWNER'S CLASSIFICATION:**

CONTRACT MODIFICATION DUE TO:

\_\_\_\_\_ VALUE ENGINEERING OR COST REDUCTION

\_\_\_\_\_ CHANGES IN PROJECT SCOPE OF WORK

\_\_\_\_\_ OWNER REQUESTED UPGRADE

\_\_\_\_\_ UNFORESEEN CONDITIONS

\_\_\_\_\_ 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.

\_\_\_\_\_ 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.\*\*\***



# CMR SUMMARY SHEET

**PROJECT:**

**CMR NUMBER:**

[illegible]

\*\*\* PLEASE ATTACH QUOTES WITH SIMILAR BREAKDOWNS FROM INCLUDED SUBCONTRACTORS AND SUPPLIERS \*\*\*

**“EXHIBIT B”****CITY OF HUNTSVILLE, ALABAMA****CONTRACT CHANGE ORDER****CHANGE ORDER NO.**DATE: \_\_\_\_\_  
TO: \_\_\_\_\_

PROJECT: \_\_\_\_\_

(Contractor)

**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 \_\_\_\_\_  
(Description of work to be done or changes to be made)

TOTAL ADDITION OR DEDUCTION TO CONTRACT PRICE (NOTE: Numbers in parentheses are deductions).

|                                          |          |
|------------------------------------------|----------|
| For this Change \$ _____                 | \$ _____ |
| ORIGINAL CONTRACT PRICE                  | \$ _____ |
| Net total previous Change Orders         | \$ _____ |
| Previous revised Contract Price          | \$ _____ |
| This Change Order No. _____ ADD (DEDUCT) | \$ _____ |
| Revised Contract Price this date         | \$ _____ |

Extension of time resulting from this Change Order \_\_\_\_\_ (Indicate no. of calendar days).

The amount of this Change Order will be the responsibility of \_\_\_\_\_.

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****CONTRACTING PARTIES**\_\_\_\_\_  
(Company)\_\_\_\_\_  
(Contractor)By \_\_\_\_\_  
(Authorized Representative)By \_\_\_\_\_  
(Authorized Representative)**RECOMMENDED****CITY OF HUNTSVILLE, ALABAMA**By \_\_\_\_\_  
(Design Engineer or Architect)By \_\_\_\_\_  
(Its Mayor)By \_\_\_\_\_  
(COH Facilities Project Manager)By \_\_\_\_\_  
(President of City Council)By \_\_\_\_\_  
(Director of General Services)

Date \_\_\_\_\_

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.

## "Exhibit C"

RESOLUTION NO. 23-\_\_\_\_\_

**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 \_\_\_\_\_, in the amount of \_\_\_\_\_ 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 the certain document attached hereto and identified as "Fixed Price Agreement between City of Huntsville and \_\_\_\_\_" consisting of forty (40) 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 \_\_\_\_\_ 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

**EXHIBIT D**  
**PARTIAL RELEASE AND WAIVER OF LIENS**  
**FOR CONSTRUCTION OF**  
**FOR**  
**THE CITY OF HUNTSVILLE,**  
**HUNTSVILLE, ALABAMA**

On this the \_\_\_\_ day of \_\_\_\_, 2023, the undersigned acknowledges that payment has been received from The City of Huntsville, either directly or through its General Contractor, **Dunlap Contracting, Inc.**, in the amount of \_\_\_\_\_, through Pay Request No. \_\_\_\_\_ (previous pay request), excluding retainage, as payment for all work, labor, services, equipment, skill and materials furnished, delivered, and performed by the undersigned for the general contractor for The City of Huntsville, Alabama or anyone in the construction of the **James Crawford Park East Side**. This partial release and waiver of liens covers all progress payments received by the undersigned for work, labor, services, equipment, skill and material furnished through the date of \_\_\_\_\_, other than as specifically described below, toward the construction of the located at the, Huntsville, Alabama, hereinafter referred to as the "Premises".

The undersigned, in consideration for the payments as stated above and acknowledged hereto, affirms that all work, labor, services, equipment, skill or materials furnished, delivered or performed to or for the construction and Premises were furnished by the undersigned or its laborers, vendors, subcontractors, material men, servants, agents, employees, and suppliers and that such laborers, vendors, subcontractors, material men, servants, agents, employees, and suppliers have been paid in accordance with their contracts, or subcontracts with the undersigned, and the undersigned will defend and indemnify **Dunlap Contracting, Inc.**, the General Contractor, The City of Huntsville, Alabama, above described Premises, and any money or funds in the hands of The City of Huntsville, Alabama, against all mechanics liens or rights against the construction and premises.

For the above stated value received, the undersigned does hereby specifically waive, quitclaim, and release all rights, liens, or claims which the undersigned may now or afterward have or assert for all and any work, labor, services equipment, skill or materials furnished, delivered or performed for the construction and premises, damages, compensation, or extension of time due to delay, hindrance, interference, acceleration, inefficiencies or extra work, or any other claim of any kind it may have against the general contractor, The City of Huntsville, Alabama, or any money or funds in the control of The City of Huntsville, Alabama or any trustee of any such money or funds, or against the improvement, or against all that land, and the buildings on and appurtenances to it located at the, Huntsville, Alabama, or against any officers, agents, employees, independent contractors of The City of Huntsville, Alabama, or any other person or entity having a legal or equitable interest in the Project, arising out of or relating to any act, omission, circumstance or occurrence existing or occurring prior to the date

of this Partial Release and Waiver of Liens, excepting only the following (claims not listed separately and specifically described are expressly and irrevocably waived and released)(if an attachment is used please note how many pages):

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

In witness hereof, the undersigned has caused this document to be signed and duly attested thereto on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Name: \_\_\_\_\_

Witness

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 8/10/2023

**File ID:** 2023-570

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**Department:** Administration

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Mighty Music Corporation for Jazz In The Park Performance. (Brian Simpson)

Resolution No.

**Finance Information:**

**Account Number:** 1000-10-10300-515020-00000000

**City Cost Amount:** \$5,000.00

**Total Cost:** \$5,000.00

**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:**





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 8/10/2023

**File ID:** TMP-3215

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**Department:** Administration

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an agreement between Might Music Services for Jazz In The Park Performance. (Brian Simpson)

Resolution No.

**Finance Information:**

**Account Number:** 1000-10-10300-515020-00000000

**City Cost Amount:** \$5,000.00

**Total Cost:** \$5,000.00

**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:**





**RESOLUTION NO. 23 - \_\_\_\_\_**

**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 Mighty Music Corporation which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as an Agreement between the City of Huntsville and Mighty Music Corporation (Brian Simpson) consisting of one (1) page with the date of August 10, 2023 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 10<sup>th</sup> day of August 2023.

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

**APPROVED** this the 10<sup>th</sup> day of August 2023.

\_\_\_\_\_  
Mayor of the City of Huntsville, Alabama

**MIGHTY MUSIC CORPORATION**  
P.O. BOX 1039  
BARNEGAT, NJ 08005-4039  
(718) 815-9447  
[mightymusiccorp@gmail.com](mailto:mightymusiccorp@gmail.com)

**PERFORMANCE AGREEMENT** made on July 25, 2023 between  
City of Huntsville, AL by Tommy Battle (Purchaser) and  
Mighty Music Corporation f/s/o Brian Simpson (Performer).

**DATE OF PERFORMANCE:** Sunday, September 10, 2023

**TIME OF PERFORMANCE:** 7:30 pm (Performer to headline show)

**LENGTH OF PERFORMANCE:** One (1) show of 90 minutes

**LOCATION OF PERFORMANCE:** Jazz in the Park- Huntsville 2023  
Big Spring Park East, 201 Church Street, Huntsville, AL 35801

**FULL PERFORMANCE FEE:** \$5,000.00 (Five Thousand Dollars)

**ADDITIONAL CONTRACT TERMS:** Performer to hold Master Class with local high school jazz band on 9/11/23.  
Performer to be paid \$500.00 additional fee for class

**ADDITIONAL PERFORMANCE RIDER TERMS:**  
**PURCHASER is responsible for providing at no cost to PERFORMER:**

- Sound & Lights, FOH and monitor engineers, band backline per Performer's Rider including 1 Yamaha Motif XF-8, 1 x-stand
- Hot meals and hospitality for five (5) on 9/10. Hot meal and hospitality for one (1) on 9/11
- One (1) hotel room for three (3) nights PLUS four (4) hotel rooms for one (1) night  
Ground transportation to/from hotel, venue, and HSV airport

**CONTRACT RETURN:** Purchaser agrees to sign and return contract to MIGHTY MUSIC CORPORATION  
not later than August 25, 2023.

**50% DEPOSIT:** Check of \$2,750.00 (Two Thousand Seven Hundred Fifty Dollars) made payable to  
"MIGHTY MUSIC CORPORATION" not later than August 10, 2023.

**50% BALANCE:** Certified Check of \$2,750.00 (Two Thousand Seven Hundred Fifty Dollars) made payable to  
Mighty Music Corporation one hour prior to performance

**BILLING:** 100% Headline Billing: Brian Simpson

**MERCHANDISE:** TBC

Purchaser agrees to provide area, staff and table for Performer to sell merchandise after performance.

**Both parties constitute their mutual acceptance of all terms listed in AGREEMENT.**  
**The signature below confirms that each party has read, agreed upon and accepts all terms listed in**  
**the above AGREEMENT and ADDITIONAL TERMS and CONDITIONS.**

Purchaser City of Huntsville, AL  
by Tommy Battle

Performer Mighty Music f/s/o Brian Simpson  
by Steve Butler

**PERFORMER ADVANCE:** Brian Simpson (818) 430-4682 [pianojazz@sbcglobal.net](mailto:pianojazz@sbcglobal.net)

**PURCHASER ADVANCE:** Kenny Anderson, [kenny.anderson@huntsvilleal.gov](mailto:kenny.anderson@huntsvilleal.gov)



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 8/10/2023

**File ID:** 2023-571

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**Department:** Administration

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Mighty Music Corporation for Jazz In The Park performance. (Jessy J)

Resolution No.

**Finance Information:**

**Account Number:** 1000-10-10300-515020-00000000

**City Cost Amount:** \$5,000.00

**Total Cost:** \$5,000.00

**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:**





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 8/10/2023

**File ID:** TMP-3216

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**Department:** Administration

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an Agreement with Mighty Music Corporation for Jazz In The Park performance. (Jessy J)

Resolution No.

**Finance Information:**

**Account Number:** 1000-10-10300-515020-00000000

**City Cost Amount:** \$5,000.00

**Total Cost:** \$5,000.00

**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:**



**RESOLUTION NO. 23 - \_\_\_\_\_**

**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 Mighty Music Corporation which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as an Agreement between the City of Huntsville and Mighty Music Corporation (Jesse J) consisting of one (1) page with the date of August 10, 2023 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 10<sup>th</sup> day of August 2023.

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

**APPROVED** this the 10<sup>th</sup> day of August 2023.

\_\_\_\_\_  
Mayor of the City of Huntsville, Alabama



**MIGHTY MUSIC CORPORATION**  
P.O. BOX 1039  
BARNEGAT, NJ 08005-4039  
(718) 815-9447  
[mightymusiccorp@gmail.com](mailto:mightymusiccorp@gmail.com)

**PERFORMANCE AGREEMENT** made on July 25, 2023 between  
City of Huntsville, AL by Tommy Battle (Purchaser) and  
Mighty Music Corporation f/s/o Jessy J (Performer).

**DATE OF PERFORMANCE:** Sunday, September 3, 2023

**TIME OF PERFORMANCE:** 7:30 pm (Performer to headline show)

**LENGTH OF PERFORMANCE:** One (1) show of 90 minutes

**LOCATION OF PERFORMANCE:** Jazz in the Park- Huntsville 2023  
Big Spring Park East, 201 Church Street, Huntsville, AL 35801

**FULL PERFORMANCE FEE:** \$5,000.00 (Five Thousand Dollars)

**ADDITIONAL CONTRACT TERMS:** Performer to hold Master Class with local high school jazz band on morning of 9/5/23.  
Performer to be paid \$500.00 additional fee for class

**ADDITIONAL PERFORMANCE RIDER TERMS:**  
**PURCHASER is responsible for providing at no cost to PERFORMER:**

- Sound & Lights, FOH and monitor engineers, band backline per Performer's Rider
- Hot meals and hospitality for five (5) on 9/3. Hot meal and hospitality for one (1) on 9/5
- One (1) hotel room for three (3) nights PLUS four (4) hotel rooms for one (1) night  
Ground transportation to/from hotel, venue, and HSV airport

**CONTRACT RETURN:** Purchaser agrees to sign and return contract to MIGHTY MUSIC CORPORATION  
not later than August 25, 2023.

**50% DEPOSIT:** Check of \$2,750.00 (Two Thousand Seven Hundred Fifty Dollars) made payable to  
"MIGHTY MUSIC CORPORATION" not later than August 10, 2023.

**50% BALANCE:** Certified Check of \$2,750.00 (Two Thousand Seven Hundred Fifty Dollars) made payable to  
Mighty Music Corporation one hour prior to performance

**BILLING:** 100% Headline Billing: Jessy J

**MERCHANDISE:** TBC  
Purchaser agrees to provide area, staff and table for Performer to sell merchandise after performance.

**Both parties constitute their mutual acceptance of all terms listed in AGREEMENT.**  
**The signature below confirms that each party has read, agreed upon and accepts all terms listed in**  
**the above AGREEMENT and ADDITIONAL TERMS and CONDITIONS.**

Purchaser City of Huntsville, AL  
by Tommy Battle

Performer Mighty Music Corporation f/s/o Jessy J  
by Steve Butler

**PERFORMER ADVANCE:** David Margolis info@jessyj.com

**PURCHASER ADVANCE:** Kenny Anderson, kenny.anderson@huntsvilleal.gov



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 8/10/2023

**File ID:** 2023-572

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**Department:** Human Resources

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and Biddle Consulting Group, Inc., for the right to use the TestGenius (which may include license for CritiCall and/or OPAC and/or C4 dispatching and skills testing) software.

Resolution No.

**Finance Information:**

**Account Number:** 1000-42-42100-515370-00000000

**City Cost Amount:** \$14,985.00

**Total Cost:** \$14,985.00

**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:** NA





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 8/10/2023

**File ID:** TMP-3233

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**Department:** Human Resources

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Biddle Consulting Group, Inc. for the right to use the TestGenius (which may include license for CritiCall and/or OPAC and/or C4 dispatching and skills testing) software.

Resolution No.

**Finance Information:**

**Account Number:** 1000-42-42100-515370-00000000

**City Cost Amount:** \$14,985.00

**Total Cost:** \$14,985.00

**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:** NA

**RESOLUTION NO. 23-\_\_\_\_\_**

**NOW THEREFORE BE IT RESOLVED** by the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into an agreement between the City of Huntsville and Biddle Consulting Group, Inc. for the right to use the TestGenius (which may include license for CritiCall and/or OPAC and/or C4 dispatching and skills testing) software 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 “Agreement between the City of Huntsville, Alabama and Biddle Consulting Group, Inc.”, consisting of a total of three (3) pages with the date of the August 10, 2023, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

**ADOPTED** this the 10th day of August 2023.

---

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

**APPROVED** this the 10th day of August 2023.

---

Mayor of the City of  
Huntsville, Alabama

## Online TestGenius Terms of Use

1. GRANT OF LICENSE: Biddle Consulting Group, Inc. grants to the licensee the right to use the TestGenius (which may include license for CritiCall and/or OPAC and/or C4) Software (hereinafter referred to as "SOFTWARE"). Biddle Consulting Group, Inc. reserves all rights not expressly granted to LICENSEE in this legal document. The software is licensed for use by the licensee organization alone. This license may not be extended to any other organization. Unlimited Annual-License Grant. If the Customer has purchased an unlimited annual-license, Biddle Consulting Group, Inc., grants to the LICENSEE a nonexclusive license to access to the SOFTWARE by multiple authorized simultaneous users within the licensee organization. This Annual License Agreement allows the SOFTWARE to operate through the licensed time period and then cease to function. Annual relicensing will be necessary in order for continued use of the SOFTWARE. It is the responsibility of the licensee to export data that the licensee may wish to access later in the event that the licensee opts to allow an annual license to expire. The licensee is authorized to use the SOFTWARE for testing and/or training applicants or employees at the licensed organization only. It is an express violation of the license agreement to allow use of the SOFTWARE by any other unlicensed organization. As such, the licensee is not authorized to use the software as part of a "testing/certification service" for applicants or employees, unless expressly licensed for such use.

2. COPYRIGHT. Biddle Consulting Group, Inc., retains title and ownership of the SOFTWARE. The SOFTWARE and the accompanying written materials are protected by United States copyright laws and international treaty provisions. Therefore, the licensee must treat the SOFTWARE like any other copyrighted material (e.g. a book or musical recording.)

3. USE RESTRICTION. The licensee may not distribute licenses of or access to the SOFTWARE or accompanying written materials to other parties. The licensee may not modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works based on the SOFTWARE.

4. TRANSFER RESTRICTIONS. The licensee may not rent or lease the SOFTWARE.

5. INDEMNITY. Biddle Consulting Group, Inc. makes no representations, warranties or guaranties concerning the SOFTWARE's compliance with applicable discrimination and civil rights laws.

6. TERMINATION. This License is effective until terminated. Either party can terminate this Agreement by providing a written notice of termination to the other party. This License will terminate automatically without notice from Biddle Consulting Group, Inc. if the licensee fails to comply with any provision of this License.

7. GOVERNING LAW. The laws of the State of Alabama govern this Agreement.

8. ELECTRONIC SIGNATURE. 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.

\_\_\_\_\_  
President of the City Council of  
Huntsville, Alabama  
Date: \_\_\_\_\_

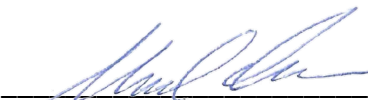
LIMITED WARRANTY. Biddle Consulting Group, Inc. warrants that, for a period of thirty (30) days from the date of delivery, the SOFTWARE will perform substantially in accordance with the Operator's Manual and that the media on which the SOFTWARE is fixed will be free from defects in materials and workmanship under normal use and service. This Limited Warranty is void if failure of the SOFTWARE has resulted from accident, abuse or misapplication. This limited warranty provides the licensee specific legal rights.

CUSTOMER REMEDIES. Biddle Consulting Group Inc.'s entire liability and the licensee's exclusive remedy shall be repair or replacement of the SOFTWARE that does not meet Biddle Consulting Group Inc.'s Limited Warranty and which is returned to Biddle Consulting Group, Inc. with a copy of receipt. Any replacement SOFTWARE will be warranted for the remainder of the original warranty period or 30 days, whichever is longer. THESE REMEDIES ARE NOT AVAILABLE OUTSIDE OF THE UNITED STATES OF AMERICA OR CANADA.

NO OTHER WARRANTIES. The foregoing warranties are in lieu of all other warranties, either express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, with respect to the SOFTWARE, the accompanying written materials, and other media. Due to the myriad of factors that impact the outcomes of EEO-related litigation, BCG does not guarantee that the work done by its employees or officers or its products will bear successful outcomes in audits or litigation. BCG will at all times operate in a professional manner to provide the highest quality of service possible. No other warranty or representation, either expressed or implied, is included in the work prepared by BCG or its products. The parties agree that the aggregate liability of the BCG and any other persons or entities arising from performance of this Agreement on account of any and all injury or damage to person or property, any defect, error, omission, or professional negligence, including cost of defense and attorney fees, will be limited to a sum not exceeding the contract value. BCG's client or partner hereby releases and agrees hold the Consultant and its employees free and harmless from any such liability.

NO LIABILITY FOR CONSEQUENTIAL DAMAGES. In no event shall Biddle Consulting Group, Inc. or its suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of the use of or inability to use the SOFTWARE, even if Biddle Consulting Group, Inc has been advised of the possibility of such damages.

Should there be any questions concerning this Agreement, contact BCG at 193 Blue Ravine Road, Suite 270, Folsom, CA 95630. [www.biddle.com](http://www.biddle.com) : [www.testgenius.com](http://www.testgenius.com) : [staff@biddle.com](mailto:staff@biddle.com) : 916-294-4250

  
\_\_\_\_\_  
Michael Callen, VP of Products  
Date: 7/25/2023

Customer  
Entity Name: City of Huntsville

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



Tenya Green  
HR Admin Manager  
City of Huntsville (AL) Police & Fire

### 3-Year Renewal Quote with Payment Installments Each Year

| SUBSCRIPTION RENEWAL INFO                                                                                                                                                                              | DATE INFO                                               |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|
| <b>TestGenius/CitiCall Skills Testing</b><br><br>Allows your organization to administer an unlimited number of online tests to an unlimited number of dispatch job candidates, remotely and/or onsite. | Total Subscription Period:<br><b>8/26/23 – 8/25/26</b>  |
| <b>Year 1</b> to be billed in the amount of \$4,995.00<br>on or before: 8/25/23                                                                                                                        | Year 1 Subscription Period:<br><b>8/26/23 – 8/25/24</b> |
| <b>Year 2</b> to be billed in the amount of \$4,995.00<br>on or before: 8/25/24                                                                                                                        | Year 2 Subscription Period:<br><b>8/26/24 – 8/25/25</b> |
| <b>Year 3</b> to be billed in the amount of \$4,995.00<br>on or before: 8/25/25                                                                                                                        | Year 3 Subscription Period:<br><b>8/26/25 – 8/25/26</b> |
| <b>Elite Premium Client Support</b><br><br>Includes unlimited client & candidate support, training, updates & upgrades.                                                                                | Included w/Total                                        |
| Total Cost                                                                                                                                                                                             | \$14,985.00                                             |
| Billing Terms                                                                                                                                                                                          | Net 30                                                  |
| <b>Renewal Quote Valid Through</b>                                                                                                                                                                     | <b>8/25/23</b>                                          |

Renewal Approved By: \_\_\_\_\_  
(please print)

Date: \_\_\_\_\_

**Danny Thompson | TestGenius Client Relations**  
193 Blue Ravine Road, Suite 270 | Folsom, CA 95630  
Phone: (800) 999-0438 ext. 181 | Fax: (916) 294-4255 | dthompson@biddle.com





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 8/10/2023

**File ID:** 2023-573

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**Department:** Legal

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to execute the Health Care Authority of the City of Huntsville's "Resolution to Amend and Restate the Certificate of Reincorporation of the Health Care Authority of the City of Huntsville" and grant permission to the Authority to file the Amended and Restated Certificate of Reincorporation and authorizing the Chair and Secretary of the Authority to sign and acknowledge the Amended and Restated Certificate of Reincorporation, and to cause such Amended and Restated Certificate of Reincorporation to be filed for record, all in the manner provided by the Health Care Authorities Act, Ala. Code §22-21-310, et seq.

Resolution No.

**Finance Information:**

**Account Number:** N/A

**City Cost Amount:** N/A

**Total Cost:** N/A

**Special Circumstances:**

**Grant Funded:** \$ N/A

**Grant Title - CFDA or granting Agency:** N/A

**Resolution #:** N/A

**Location: (list below)**

**Address:** N/A

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

**Additional Comments:** N/A





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 8/10/2023

**File ID:** TMP-3241

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**Department:** Administration

**Subject:**

**Type of Action:** Approval/Action

Resolution approving the Health Care Authority of the City of Huntsville's "Resolution to Amend and Restate the Certificate of Reincorporation of the Health Care Authority of the City of Huntsville" and grant permission to the Authority to file the Amended and Restated Certificate of Reincorporation and authorizing the Chair and Secretary of the Authority to sign and acknowledge the Amended and Restated Certificate of Reincorporation, and to cause such Amended and Restated Certificate of Reincorporation to be filed for record, all in the manner provided by the Health Care Authorities Act, Ala. Code §22-21-310, et seq.

Resolution No.

**Finance Information:**

**Account Number:** N/A

**City Cost Amount:** N/A

**Total Cost:** N/A

**Special Circumstances:**

**Grant Funded:** \$ N/A

**Grant Title - CFDA or granting Agency:** N/A

**Resolution #:** N/A

**Location: (list below)**

**Address:** N/A

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

**Additional Comments:** N/A

**RESOLUTION NO. 23-\_\_\_\_**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the City Council approves the Health Care Authority of the City of Huntsville’s “Resolution to Amend and Restate the Certificate of Reincorporation of the Health Care Authority of the City of Huntsville” and grants permission to the Authority to file the Amended and Restated Certificate of Reincorporation and further authorizes the Chair and Secretary of the Authority to sign and acknowledge the Amended and Restated Certificate of Reincorporation, and to cause such Amended and Restated Certificate of Reincorporation to be filed for record, all in the manner provided by the Health Care Authorities Act, Ala. Code §22-21-310, et seq., consisting of thirteen (13) pages and the date of August 10, 2023, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

**ADOPTED** this the 10th day of August, 2023.

---

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

**APPROVED** this the 10th day of August, 2023.


---

Mayor of the City of  
Huntsville, Alabama

**APPLICATION TO**  
**THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, ALABAMA**  
**TO AMEND AND RESTATE THE**  
**CERTIFICATE OF REINCORPORATION OF**  
**THE HEALTH CARE AUTHORITY**  
**OF THE CITY OF HUNTSVILLE**

Application is hereby made by The Health Care Authority of the City of Huntsville (the “Authority”) to the City Council of the City of Huntsville, Alabama (the “City Council”) that the certified resolution of the Authority attached hereto as Exhibit A requests the City Council to approve and authorize the amendment and restatement of the Certificate of Reincorporation of the Authority. The Authority submits to the City Council a draft resolution and requests the resolution be adopted by the City Council authorizing: (1) the Authority be permitted to amend and restate its Certificate of Reincorporation; (2) the Amended and Restated Certificate of Reincorporation be approved; and (3) the Chair and Secretary of the Authority be authorized to sign, acknowledge and cause to be filed for record the Amended and Restated Certificate of Reincorporation. A copy of the draft City Resolution approving and authorizing the Authority to file the Amended and Restated Certificate of Reincorporation is attached hereto as Exhibit B.

Executed this 2<sup>ND</sup> day of August, 2023.

  
\_\_\_\_\_  
Chair of the Board of Directors  
The Health Care Authority of the  
City of Huntsville

**EXHIBIT A**

THE HEALTH CARE AUTHORITY OF THE CITY OF HUNTSVILLE  
RESOLUTION

**RESOLUTION**  
**TO AMEND AND RESTATE THE**  
**CERTIFICATE OF REINCORPORATION OF**  
**THE HEALTH CARE AUTHORITY**  
**OF THE CITY OF HUNTSVILLE**

*June 29, 2023*

**WHEREAS, The Health Care Authority of the City of Huntsville (the “Authority”) was reincorporated in 1986 pursuant to the Alabama Health Care Authorities Act of 1982, Ala. Code §22-21-310, et seq., (the “Authorities Act”); and**

**WHEREAS, the Authority amended the Certificate of Reincorporation in 1987, 1993, and 2015; and**

**WHEREAS, the Authority desires to further amend, clarify and restate the Certificate of Reincorporation;**

**NOW, THEREFORE, BE IT RESOLVED, the Board hereby approves the Amended and Restated Certificate of Reincorporation as follows:**

***I.***

***The name of the corporation is THE HEALTH CARE AUTHORITY OF THE CITY OF HUNTSVILLE.***

***II.***

***The duration of the existence of the corporation shall be perpetual, unless it shall be sooner dissolved by proceedings taken pursuant to said Authorities Act.***

***III.***

***The name of the municipality, the governing body of which authorized the incorporation of said The Health Care Authority of the City of Huntsville and the reincorporation thereof is the City of Huntsville, Alabama (herein called “the City”).***

IV.

*The principal office of the corporation shall be located at 101 Sivley Road, Huntsville, Alabama 35801.*

V.

*The corporation is organized pursuant to the provisions of, and for the purposes set forth in the Authorities Act and shall have all powers and authorities and exemptions specified therein and in any amendment thereof, and all other powers and authorities heretofore or hereafter conferred, by the laws of Alabama not in conflict with the said Authorities Act (a) upon corporations organized or reincorporated under said Authorities Act, and (b) upon corporations generally.*

VI.

*Without in any way limiting the generality of the foregoing, it is hereby expressly stated that the corporation shall have the same power of eminent domain as is vested by law in the City, to be exercised in the same manner and under the same conditions as are provided by law for the exercise of the power of eminent domain by the City, subject, however, to the provisions of Ala. Code §22-21-319.*

VII.

**Board Appointments**

*The composition of the Board of Directors shall have eleven (11) members appointed in the following manner:*

A. **Directors Appointed by City.**

*(1) Subject to succeeding provisions of this Section (7), seven (7) directors shall hereafter be elected by the governing body of the City. The term of office of each director appointed by the City shall be six (6) years from the date of expiration of the immediately preceding term; provided, that, in accordance with applicable provisions of the aforesaid Authorities Act, (a) any director whose term of office shall have expired prior to the election of a successor thereto shall continue to hold office until his successor shall be so elected, and (b) any director elected to fill a vacancy on the Board of Directors of the Authority (resulting from the death or resignation of a director or cause other than the expiration of the stated term of a director) shall be elected to serve for the unexpired term applicable to such vacancy. The date of the ending of the terms shall be modified and restated as shown in 7(A)(4) below.*

*(2) Each place or seat on the Board of Directors of the Authority shall be assigned a place or seat number. No person shall be elected a director of the Authority if as a result of such election more than two of the directors then in office and appointed by the governing body of the City are licensed physicians or osteopaths. The Authority may appoint a physician to the Board of Directors as set forth in Article VII(B). No director shall hold an elective office of any state, county or municipality.*

*(3) The Board of Directors of the Authority shall, not more than ninety (90) nor less than ten (10) days prior to the expiration of the term of office of each director [or, in the case of a vacancy resulting from the death or resignation of such director or from a cause other*



than the expiration of the stated term of office of such director, within thirty (30) days following the occurrence of such vacancy], submit to the governing body of the City, in writing, a list (1) specifying the place or seat number of the director whose term of office is to expire or as to which a vacancy otherwise exists, and (2) setting forth the names of those persons proposed by resolution duly adopted by the Board of Directors of the Authority as nominees for such place or seat; provided, that the Board of Directors shall in such resolution propose the names of not less than three persons; and provided further, that no person's name shall be so proposed by the Board of Directors if (i) the election of such person by the governing body of the City would contravene any provision of this Certificate of Reincorporation or of law applicable to the Authority, or (ii) such person is otherwise not qualified hereunder or under applicable provisions of law to occupy the place or seat in question. The governing body of the City shall elect a person to occupy the place or seat in question only from the list of persons whose names were so submitted to it by the Board of Directors.

(4) The seven persons currently serving as directors of the Authority shall continue to serve as directors of the Authority for the respective terms and in the respective places as modified as hereafter specified, viz.:

| <u>Name of Director</u> | <u>Date of<br/>Ending of Term</u> | <u>Place<br/>Number</u> |
|-------------------------|-----------------------------------|-------------------------|
| Janice Johnson          | April 15, 2029                    | 1                       |
| Tharon Honeycutt        | April 15, 2029                    | 2                       |
| Philip W. Bentley, Jr.  | August 15, 2023                   | 3                       |
| Frank Caprio            | April 15, 2025                    | 4                       |
| Beth Richardson         | April 15, 2025                    | 5                       |
| Mike Goodman            | April 15, 2027                    | 6                       |
| Kerry Fehrenbach        | August 15, 2029                   | 7                       |

(5) If any of the aforesaid seven persons, or any successor thereto, shall die, resign, become incapable of acting (or disqualified to act) as a director of the Authority or otherwise vacate his office as such prior to the date of ending of the applicable current term shown above, a successor to serve for the expired term shall be elected by the governing body of the City, in accordance with the Authorities Act and subject to the preceding provisions of this Section (7).

**B. Directors Appointed by the Authority.**

(1) The Board of Directors of the Authority shall appoint up to two at large members and two (2) physician members to the Board of Directors. The Board of Directors shall determine the terms of the appointment at the time of the appointment. The term of office may vary but will not exceed six (6) year terms. One of the appointees may be a physician. Any director may be reappointed by the Authority.

(2) *The Authority will notify the City of the names and terms of members appointed to the Board of Directors by the Authority.*

(3) *The Authority shall have the power to remove any member appointed by the Authority.*

**VIII.**

*Upon any dissolution of the corporation, title to all its assets and property shall, subject to any constitutional provision or inhibition to the contrary, thereupon vest in the City.*

**IX.**

*The corporation shall be a public, non-profit corporation, and no part of the net earnings thereof shall inure to any individual or private corporation.*

**BE IT FURTHER RESOLVED**, that the Chair and Secretary of the Authority are hereby authorized and directed (a) to file with the City Council a copy of this Resolution, duly certified and (b) upon the adoption by the City Council of the resolution contemplated and described herein, to sign, acknowledge and cause to be filed for record the said Amended and Restated Certificate of Reincorporation, all in accordance with the Authorities Act.

**RESOLVED** this 29th day of June, 2023.



---

**Secretary of the Board of Directors  
The Health Care Authority of the  
City of Huntsville**

**EXHIBIT B**

CITY OF HUNTSVILLE  
CITY COUNCIL RESOLUTION

**RESOLUTION OF**  
**THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, ALABAMA**  
**FOR THE BENEFIT OF**  
**THE HEALTH CARE AUTHORITY**  
**OF THE CITY OF HUNTSVILLE**  
**RESOLUTION NO. \_\_\_\_\_**

**BE IT RESOLVED** by the City Council (herein called “the Council”) of the CITY OF HUNTSVILLE, ALABAMA (herein called “the City”), as follows:

Section 1. **Findings.** The Council has ascertained and hereby finds and determines as follows: that the Board of Directors of The Health Care Authority of the City of Huntsville (herein called “the Authority”) has filed with the Council an Application containing a certified copy of a Resolution adopted by said Board of Directors on June 29, 2023, respecting the amendment and restatement of the Certificate of Reincorporation of the Authority, under the provisions of Ala. Code §22-21-310, et seq. That the Authority resolution is as follows:

\*\*\*

**Health Care Authority Resolution**

**RESOLUTION**  
**TO AMEND AND RESTATE THE**  
**CERTIFICATE OF REINCORPORATION OF**  
**THE HEALTH CARE AUTHORITY**  
**OF THE CITY OF HUNTSVILLE**

*June 29, 2023*

**WHEREAS**, The Health Care Authority of the City of Huntsville (the “Authority”) was reincorporated in 1986 pursuant to the Alabama Health Care Authorities Act of 1982, Ala. Code §22-21-310, et seq., (the “Authorities Act”); and

**WHEREAS**, the Authority amended the Certificate of Reincorporation in 1987, 1993, and 2015; and

WHEREAS, the Authority desires to further amend, clarify and restate the Certificate of Reincorporation;

NOW, THEREFORE, BE IT RESOLVED, the Board hereby approves the Amended and Restated Certificate of Reincorporation as follows:

**AMENDED & RESTATED**

**CERTIFICATE OF REINCORPORATION**

**I.**

*The name of the corporation is THE HEALTH CARE AUTHORITY OF THE CITY OF HUNTSVILLE.*

**II.**

*The duration of the existence of the corporation shall be perpetual, unless it shall be sooner dissolved by proceedings taken pursuant to said Authorities Act.*

**III.**

*The name of the municipality, the governing body of which authorized the incorporation of said The Health Care Authority of the City of Huntsville and the reincorporation thereof is the City of Huntsville, Alabama (herein called "the City").*

**IV.**

*The principal office of the corporation shall be located at 101 Sivley Road, Huntsville, Alabama 35801.*

**V.**

*The corporation is organized pursuant to the provisions of, and for the purposes set forth in the Authorities Act and shall have all powers and authorities and exemptions specified therein and in any amendment thereof, and all other powers and authorities heretofore or hereafter conferred, by the laws of Alabama not in conflict with the said Authorities Act (a) upon corporations organized or reincorporated under said Authorities Act, and (b) upon corporations generally.*

**VI.**

*Without in any way limiting the generality of the foregoing, it is hereby expressly stated that the corporation shall have the same power of eminent domain as is vested by law in the City, to be exercised in the same manner and under the same conditions as are provided by law for the exercise of the power of eminent domain by the City, subject, however, to the provisions of Ala. Code §22-21-319.*

## VII.

### Board Appointments

*The composition of the Board of Directors shall have eleven (11) members appointed in the following manner:*

#### *A. Directors Appointed by City.*

*(1) Subject to succeeding provisions of this Section (7), seven (7) directors shall hereafter be elected by the governing body of the City. The term of office of each director appointed by the City shall be six (6) years from the date of expiration of the immediately preceding term; provided, that, in accordance with applicable provisions of the aforesaid Authorities Act, (a) any director whose term of office shall have expired prior to the election of a successor thereto shall continue to hold office until his successor shall be so elected, and (b) any director elected to fill a vacancy on the Board of Directors of the Authority (resulting from the death or resignation of a director or cause other than the expiration of the stated term of a director) shall be elected to serve for the unexpired term applicable to such vacancy. The date of the ending of the terms shall be modified and restated as shown in 7(A)(4) below.*

*(2) Each place or seat on the Board of Directors of the Authority shall be assigned a place or seat number. No person shall be elected a director of the Authority if as a result of such election more than two of the directors then in office and appointed by the governing body of the City are licensed physicians or osteopaths. The Authority may appoint a physician to the Board of Directors as set forth in Article VII(B). No director shall hold an elective office of any state, county or municipality.*

*(3) The Board of Directors of the Authority shall, not more than ninety (90) nor less than ten (10) days prior to the expiration of the term of office of each director [or, in the case of a vacancy resulting from the death or resignation of such director or from a cause other than the expiration of the stated term of office of such director, within thirty (30) days following the occurrence of such vacancy], submit to the governing body of the City, in writing, a list (1) specifying the place or seat number of the director whose term of office is to expire or as to which a vacancy otherwise exists, and (2) setting forth the names of those persons proposed by resolution duly adopted by the Board of Directors of the Authority as nominees for such place or seat; provided, that the Board of Directors shall in such resolution propose the names of not less than three persons; and provided further, that no person's name shall be so proposed by the Board of Directors if (i) the election of such person by the governing body of the City would contravene any provision of this Certificate of Reincorporation or of law applicable to the Authority, or (ii) such person is otherwise not qualified hereunder or under applicable provisions of law to occupy the place or seat in question. The governing body of the City shall elect a person to occupy the place or seat in question only from the list of persons whose names were so submitted to it by the Board of Directors.*

*(4) The seven persons currently serving as directors of the Authority shall continue to serve as directors of the Authority for the respective terms and in the respective places as modified as hereafter specified, viz.:*

| <u>Name of Director</u>       | <u>Date of<br/>Ending of Term</u> | <u>Place<br/>Number</u> |
|-------------------------------|-----------------------------------|-------------------------|
| <i>Janice Johnson</i>         | <i>April 15, 2029</i>             | <i>1</i>                |
| <i>Tharon Honeycutt</i>       | <i>April 15, 2029</i>             | <i>2</i>                |
| <i>Philip W. Bentley, Jr.</i> | <i>August 15, 2023</i>            | <i>3</i>                |
| <i>Frank Caprio</i>           | <i>April 15, 2025</i>             | <i>4</i>                |
| <i>Beth Richardson</i>        | <i>April 15, 2025</i>             | <i>5</i>                |
| <i>Mike Goodman</i>           | <i>April 15, 2027</i>             | <i>6</i>                |
| <i>Kerry Fehrenbach</i>       | <i>August 15, 2029</i>            | <i>7</i>                |

(5) *If any of the aforesaid seven persons, or any successor thereto, shall die, resign, become incapable of acting (or disqualified to act) as a director of the Authority or otherwise vacate his office as such prior to the date of ending of the applicable current term shown above, a successor to serve for the expired term shall be elected by the governing body of the City, in accordance with the Authorities Act and subject to the preceding provisions of this Section (7).*

**B. Directors Appointed by the Authority.**

(1) *The Board of Directors of the Authority shall appoint up to two at large members and two (2) physician members to the Board of Directors. The Board of Directors shall determine the terms of the appointment at the time of the appointment. The term of office may vary but will not exceed six (6) year terms. One of the appointees may be a physician. Any director may be reappointed by the Authority.*

(2) *The Authority will notify the City of the names and terms of members appointed to the Board of Directors by the Authority.*

(3) *The Authority shall have the power to remove any member appointed by the Authority.*

**VIII.**

*Upon any dissolution of the corporation, title to all its assets and property shall, subject to any constitutional provision or inhibition to the contrary, thereupon vest in the City.*

**IX.**

*The corporation shall be a public, non-profit corporation, and no part of the net earnings thereof shall inure to any individual or private corporation.*

BE IT FURTHER RESOLVED, that the Chair and Secretary of the Authority are hereby authorized and directed (a) to file with the City Council a copy of this Resolution, duly certified and (b) upon the adoption by the City Council of the resolution contemplated and described herein, to sign, acknowledge and cause to be filed for record the said Amended and Restated Certificate of Reincorporation, all in accordance with the Authorities Act.

RESOLVED this 29th day of June 2023.



Secretary of the Board of  
Directors  
The Health Care Authority of the  
City of Huntsville

*[End of Resolution]*

\*\*\*

Section 2. Approval. The Council has reviewed the Authority's Resolution and finds that it is regular in all respects and complies with all requirements of the laws of Alabama under which the Authority is incorporated; and that it is wise, expedient and necessary that the Authority be permitted to amend and restate the Certificate of Reincorporation.

Section 3. Authorization for Filing Amendment and Restatement of Certificate of Reincorporation. The form of Amended and Restated Certificate of Reincorporation attached to the Authority's aforesaid Resolution and set forth above is hereby approved by the Council. Permission is hereby granted to the Authority to file the Amended and Restated Certificate of Reincorporation and the Chair and Secretary of the Authority shall be and hereby are authorized to proceed to sign and acknowledge the Amended and Restated Certificate of Reincorporation, and to cause such Amended and Restated Certificate of Reincorporation to be filed for record, all in the manner provided by the Health Care Authorities Act, Ala. Code §22-21-310, et seq.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Chair of the City Council  
CITY OF HUNTSVILLE, ALABAMA

Authenticated:

\_\_\_\_\_  
City Clerk



APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor of the  
CITY OF HUNTSVILLE, ALABAMA

I, \_\_\_\_\_, as City Clerk of the City of Huntsville, Alabama, hereby certify that this and the \_\_\_\_ preceding pages constitute a true, correct and complete copy of Resolution No. \_\_\_\_\_, duly adopted by the City Council of said City at a meeting thereof held on \_\_\_\_\_, 2023, as the same appears in the records of said City, and that said resolution has not been amended, altered or repealed and is still in full force and effect.

WITNESS my signature, as said City Clerk, under the seal of said City, this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
City Clerk of the  
CITY OF HUNTSVILLE, ALABAMA

[SEAL]



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 8/10/2023

**File ID:** 2023-574

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**Department:** Legal

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor, through his designee the City Attorney, to execute a Criminal Justice Agency Access Agreement between the City Attorney's Office and the Alabama Law Enforcement Agency (ALEA).

Resolution No.

**Finance Information:**

**Account Number:** TBD

**City Cost Amount:** TBD

**Total Cost:** TBD

**Special Circumstances:**

**Grant Funded:** NA

**Grant Title - CFDA or granting Agency:** NA

**Resolution #:** NA

**Location: (list below)**

**Address:**

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

**Additional Comments:**





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 8/10/2023

**File ID:** TMP-3232

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**Department:** Legal

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor, through his designee the City Attorney, to execute a Criminal Justice Agency Access Agreement between the City Attorney's Office and the Alabama Law Enforcement Agency (ALEA).

Resolution No.

**Finance Information:**

**Account Number:** TBD

**City Cost Amount:** TBD

**Total Cost:** TBD

**Special Circumstances:**

**Grant Funded:** NA

**Grant Title - CFDA or granting Agency:** NA

**Resolution #:** NA

**Location: (list below)**

**Address:**

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

**Additional Comments:**

**RESOLUTION NO. 23-\_\_\_\_\_**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor, through his designee, the City Attorney, is hereby authorized to execute a Criminal Justice Agency Access Agreement by and between the City Attorney's Office of the City of Huntsville and the Alabama Law Enforcement Agency (ALEA) on behalf of the City of Huntsville, which said Agreement is substantially in words and figures the same as that certain document attached hereto and identified as "Criminal Justice Agency Access Agreement between the City Attorney's Office of the City of Huntsville and Alabama Law Enforcement Agency (ALEA)," consisting of eight (8) pages, including attachments, and the date of August 10, 2023, 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 after being signed by the Mayor, or his designee, shall be permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, the Mayor through his designee, the City Attorney, is hereby authorized to execute any and all such documents necessary to effect and complete the Agency Access Agreement contemplated therein, and to authorize the payment of any fees for services received.

**ADOPTED** this the 10th day of August, 2023.

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

**APPROVED** this the 10th day of August, 2023.

\_\_\_\_\_  
Mayor of the City of Huntsville, Alabama



# Criminal Justice Agency Access Agreement

This document constitutes an agreement between the  
**Alabama Law Enforcement Agency ("ALEA"),**

an agency of the State of Alabama,  
with headquarters at 201 South Union Street, Montgomery, Alabama 36104 and the

Huntsville City Attorneys Office (User Agency Name)

located at  
User Agency Headquarters

308 FOUNTAIN CTR

Physical Address

Huntsville, AL, 35801

City/State/Zip

Madison

County

308 FOUNTAIN CTR

Mailing Address

Huntsville, AL 35801

City/State/Zip

256-427-5026

Phone

This Agreement is intended for all agencies that access an ALEA State Bureau of Investigation Criminal Justice Information Services Division (ALEA CJIS) information system through a direct network connection, the Internet, or a wireless data provider. This Agreement is further intended to reference the rules and procedures for access to all ALEA CJIS information systems regardless of the User Agency's full or limited access to the ALEA CJIS information systems. If the User Agency does not perform a specific function, the provisions regarding that function will not apply to that User Agency.

*Witnessed that:*

**Whereas**, § 41-9-591(a), Ala. Code 1975, authorizes the Alabama Justice Information Commission ("the Commission") to establish policies and procedures for the interstate and intrastate accumulation, storage, retrieval, analysis, and dissemination of criminal history information.

**Whereas**, § 41-9-591(a), Ala. Code 1975, authorizes ALEA to administer the Commission's policies and procedures and to operate ALEA CJIS information systems for the purpose of accessing, accumulating, storing, retrieving, analyzing, and disseminating criminal justice-related information.

**Whereas**, § 41-9-591(a), Ala. Code 1975, authorizes ALEA to operate and regulate the Criminal Justice Network (CJN) as an interagency information and data-sharing network for use by Alabama's criminal justice agencies.

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

Date: August 10, 2023

**Whereas**, the Federal Bureau of Investigation (FBI) Criminal Justice Information Services Division (FBI CJIS), designated ALEA as the CJIS Systems Agency (CSA) for the state input, retrieval, and exchange of criminal justice information for all of FBI CJIS operations including the Interstate Identification Index (III), the Integrated Automated Fingerprint Identification System (IAFIS), the National Instant Background Check System (NICS), the National Data Exchange System (N-DEX), Uniform Crime Reporting (UCR), and the National Crime Information Center (NCIC).

**Whereas**, ALEA is the central access and control agency for state input, retrieval, and exchange of criminal justice information in Nlets, the international justice and public safety network for interstate sharing of criminal justice information for all states and territories within the United States and Canada.

**Whereas**, ALEA is responsible for coordinating all Alabama user agencies with FBI CJIS and Nlets.

**Whereas**, the User Agency, to effectively discharge its public duties, requires access to intrastate and interstate criminal justice information systems that ALEA CJIS provides.

**Whereas**, ALEA will facilitate local law enforcement and other criminal justice agencies' requests to participate in the information services through ALEA CJIS, provided the User Agency agrees to abide by applicable federal and state laws, administrative codes, and the Commission's policies, procedures, and regulations related to these systems.

**Whereas**, ALEA shall retain full control over managing and operating ALEA CJIS, CJN, and all ALEA CJIS information systems, including but not limited to criminal history files, hot files, LETS, and ALACOP.gov.

**Therefore**, considering the mutual benefits the parties may derive from this Agreement, ALEA and the User Agency do hereby agree to the below-described terms and conditions.

### ALEA Responsibilities

ALEA is duly authorized and agrees to ensure access to the ALEA CJIS information services as follows:

1. Operate information systems to maintain Alabama criminal justice information and access CJIS and Nlets data.
2. Act as the central state repository for criminal history information, hot files and uniform crime reporting, fingerprints and other biometrics, and sex-offender records.
3. Adhere to all Commission-established rules, regulations, and policies for accessing and using information within the ALEA CJIS information systems and assign an Originating Agency Identifier (ORI) upon approval of FBI CJIS.
4. Make available all Commission, CJIS and Nlets policy, rules and regulations within ALACOP.gov to the User Agency.
5. Provide the opportunity for certification/re-certification training for accessing and using ALEA CJIS information systems.
6. Provide standards and procedures to ensure the privacy and security of all data maintained within ALEA CJIS information systems.
7. Assist the User Agency with orientation concerning privacy and security requirements imposed by state and federal laws, rules, and regulations.
8. Enforce criminal laws relating to misusing information provided through ALEA CJIS information systems and accessed by User Agency.

9. Conduct periodic audits of User Agency use of ALEA CJIS information systems.
10. Provide all law enforcement agencies a uniform crime reporting system, including procedures for submission, analysis, and dissemination.
11. Offer assistance and instruction, when practicable, to all criminal justice agencies in establishing efficient systems for information management.
12. Upon request, assist User Agency in criminal investigation matters in accessing crime-related information through CJN.

## User Agency Responsibilities

The User Agency is duly authorized and agrees to:

1. Ensure that the User Agency restricts its use of ALEA CJIS information systems to the administration of criminal justice or as statute or Commission policy otherwise specifically requires or allows.
2. Ensure compliance with all state and federal statutes, and Commission, CJIS and Nlets policy, rules, and regulations pertaining to information entered and accessed through ALEA CJIS information systems.
3. Ensure compliance with regulations, procedures, and security policies FBI CJIS, ALEA CJIS, and Nlets, which include but are not limited to System Security, Personnel Security, Physical Security, User Authorization, Technical Security, and Dissemination of Information Obtained from the Systems, and Destruction of Records.
4. Designate the official User Agency Contacts who are employees under the direct authority of the User Agency CEO. The User Agency CEO may designate the same person for more than one designation. A designated person shall annually attend training classes provided by ALEA CJIS. Use the User Agency Contact Designations form to designate:
  - a. **Agency Information Security Officer (AISO).** This person shall have authority to assign access rights to User Agency personnel, is responsible for agency security of access to ALEA CJIS information systems, maintains User Agency demographic information within the ALEA CJIS ADAPT database, and acts as liaison on behalf of the User Agency CEO with ALEA CJIS.
  - b. **Terminal Agency Coordinator (TAC).** This designation only applies if the User Agency is a terminal agency. This person shall perform duties as required in the ALEA CJIS Security Policy. The User Agency CEO may designate an alternative TAC.
  - c. **Agency Uniformed Crime Reporting (UCR) Manager.** This person is responsible for submitting User Agency crime reporting and the generation of crime statistics as required by ALEA CJIS and the FBI CJIS NIBRS program.
  - d. **Agency Audit Coordinator.** This person will be the User Agency point of contact and liaison to the ALEA CJIS Compliance Unit for all required audits within ALEA CJIS and FBI CJIS policies.
5. Ensure that access to ALEA CJIS information systems through the User Agency-assigned ORI is restricted only to personnel under the User Agency's authority and direct control.
6. Provide access to ALEA CJIS information systems to non-terminal agencies within the county of the User Agency as designated by ALEA CJIS.



## Miscellaneous Provisions

The User Agency further acknowledges the following provisions:

### *Penalties and Liabilities*

Disseminating criminal history information may subject the User Agency's officers or employees to a fine as provided under 28 C.F.R. §§ 20.25 and 85.5 and/or discontinuance of service. Non-compliance with the terms of this Agreement which concern using and disseminating information derived from any ALEA CJIS information system may also subject the user to penalties ranging from individual sanctions, agency sanctions, and criminal prosecution, which may carry a penalty up to 20 years in prison and/or up to a \$30,000 fine. Applicable criminal codes include, but are not limited to, the following sections:

- i. § 41-9-594, Ala. Code 1975 – Criminal Record Information
- ii. § 13A-8-110, Ala. Code 1975 – Digital Crimes Act
- iii. § 13A-10-82, Ala. Code 1975 – Misuse of Confidential Information
- iv. § 36-25-5-8, Ala. Code 1975 – Public Officers and Employees
- v. 18 USC §§ 2721 – Drivers Protection Act

### *Provisions Incorporated*

The User Agency shall be bound by applicable federal and state laws, federal regulations, and Commission, FBI CJIS, and Nlets policy, rules, and regulations to the same extent as if such provisions were fully set out herein. Moreover, this Agreement incorporates both present and future law, rules, and regulations.

### *Modifications*

The parties may only make modifications to the provisions in this Agreement by executing a formal written amendment.

### *Termination of Service*

ALEA reserves the right to terminate service, without notice, upon receiving reasonable and credible evidence that the User Agency violated this Agreement or any pertinent federal or state law, rules, or regulation.

### *Termination of Agreement*

Either party may terminate this Agreement, with or without cause, by providing 45 days' written notice to the other party. Termination for cause includes but is not limited to any change in the law that affects either party's ability to substantially perform its obligations under the terms of in this Agreement. Either party may terminate or modify the Agreement should the aforementioned circumstances arise.

### *Accountability*

To the extent provided under Alabama law, the User Agency agrees to be responsible for the negligent acts or omissions of its personnel arising out of or involving any information contained in, received from, and/or entered into or through ALEA CJIS information systems.

### *Acknowledgement*

The User Agency hereby acknowledges its duties and responsibilities as set out in this Agreement. The User Agency acknowledges that ALEA developed and the Commission approved these duties and responsibilities to ensure the reliability, confidentiality, completeness, and accuracy of all records contained in or that the User Agency obtains by means of the ALEA CJIS information systems. The User Agency further acknowledges that its failure to comply with these duties and responsibilities will subject its access to various sanctions by ALEA CJIS,

## Criminal Justice Agency Access Agreement

including but not limited to termination. The User Agency may appeal these sanctions through the Commission as provided in § 41-9-598, Ala Code 1975.

### Terms of Agreement

This Agreement shall become effective upon both parties executing the same for a period of no more than five (5) years. The User Agency is bound to this Agreement, no matter who executes the Agreement on its behalf, provided the signer is the User Agency's CEO at the time he/she executed the Agreement. Upon installing a new User Agency CEO, the User Agency shall notify ALEA CJIS of the personnel change within 30 days of the date the new CEO assumes authority at the User Agency and initiate the execution of a new Agreement. Neither party may assign this Agreement

### Costs

The User Agency agrees to pay a monthly service fee as determined by the Commission-approved ALEA CJIS Fee Schedule that is published on ALACOP.gov. The User Agency acknowledges that the Commission may direct and approve a new Fee Schedule and that the User Agency will be bound by such.

### Law Enforcement Agency Access

When technical or other ALEA CJIS-recognized reasons prohibit another criminal justice agency from accessing ALEA CJIS Information Systems, ALEA CJIS may direct the User Agency to provide access as determined for such agency.

**IN WITNESS HEREOF**, the proper officers and officials have executed this Agreement on behalf of the respective Parties as shown below.

User Agency

Alabama Law Enforcement Agency

Huntsville City Attorneys Office

Agency Name

Trey Riley

Agency CEO Name

ALEA CJIS Authorized Agent as designated by the  
Secretary of Law Enforcement

City Attorney

Agency CEO Title

Title

Agency CEO Signature

ALEA Authorized Signature

August 10, 2023

Date Signed

Date Signed



## CONNECTIVITY & SERVICES REQUEST

**Purpose:** This form should be used for any requests for connectivity, services, or termination of services. Please complete the following form and email the form to your assigned CJIS Compliance Specialist along with your agency's network diagrams and site surveys.

### AGENCY INFORMATION

Date of Request: 8/1/2023 Date of Termination: \_\_\_\_\_  
 Agency Name: Huntsville City Attorney's Office ORI: \_\_\_\_\_  
 Address (City, State, Zip): 308 Fountain Cir. Huntsville, AL  
 Point of Contact: Joshua Graff IT Point of Contact: Gene Uhl  
 Contact Email: Joshua.graff@huntsvilleal.gov IT Contact Email: gene.uhl@huntsvilleal.gov  
 Contact Phone: 256-705-3062 IT Contact Phone: 256-564-8067  
 Terminal Install Location: 815 Wheeler Ave, Huntsville, AL  
 Authorized Signature of CEO/Chief/Sheriff: \_\_\_\_\_

### SERVICE INFORMATION

Refer to the CJSD Services Fee Schedule for a detailed listing of the products and services.

| SERVICES                                                    | TOTAL # OF UNITS | CONNECTIVITY METHODS                    | TOTAL # OF UNITS |
|-------------------------------------------------------------|------------------|-----------------------------------------|------------------|
| LETS (1-10 Users)                                           | 1 (6 users)      | ASE Dedicated Circuit – No Internet     | 1                |
| LETS (11-100 Users)                                         |                  | Desktop Workstation* – (up to 8)        |                  |
| LETS (101+ Users or Federal and Out of State Agencies)      |                  | Desktop Workstation* – (after 8)        |                  |
| Mobile NCIC Access (up to 100 Units) w/Third-Party Vendor   | 1 (6 users)      | ISD Core Network Workstation            |                  |
| Mobile NCIC Access (after 100 Units) w/Third-Party Vendor   |                  | AOC Network Workstation                 |                  |
| NCIC Mobile MOVE Workstation (up to 100 Units)              |                  | SNAP (Internet) – Entry Workstation     |                  |
| NCIC Mobile MOVE Workstation (after 100 Units)              |                  | SNAP (Internet) – Non-Entry Workstation |                  |
| ABIS/Live Scan Access – ASE Dedicated Circuit (No Internet) |                  | SNAP – Additional Entry Workstation     |                  |
| ABIS/Live Scan Access – VPN (Internet)                      |                  | SNAP – Additional Non-Entry Workstation |                  |

\*Desktop Workstations refer to OpenFox Messenger workstations and third-party full access CAD workstations.

New or existing service (check one): ☒ New ☐ Existing

Desktop Workstation type (check one, if applicable): ☐ OpenFox Messenger ☐ CAD

If third-party CAD or MDT, provide the vendor's name: \_\_\_\_\_

For NCIC Mobile MOVE workstations, provide the number of Advanced Authentication (AA) cards required: \_\_\_\_\_

**CONNECTIVITY & SERVICES REQUEST**

For ABIS/Live Scan Access, provide the vendor's name: \_\_\_\_\_

For ABIS/Live Scan Access, provide the Live Scan ID (or TCN): \_\_\_\_\_

**SERVICE CONVERSION**

If you would like to continue using your NCIC services with a different connectivity method, list the current service and the new connectivity method. There may be a difference in price. See the table on the previous page for more information.

Service/Connectivity Method being converted from \_\_\_\_\_ to \_\_\_\_\_.

Total or partial conversion of services (check one): ☐ Total ☐ Partial

If partial conversion, list the DACs of the workstations being converted: \_\_\_\_\_

**SERVICE TERMINATION**

When terminating services, all ALEA provided products such as Advanced Authentication cards and SNAP tokens must be returned to ALEA at the following address: **301 S. Ripley St., Montgomery, AL 36104**. Address the package to your CJSD Field Representative.

Service/Connectivity Method being terminated: \_\_\_\_\_

Total or partial termination of services (check one): ☐ Total ☐ Partial

If partial termination, list the DACs of the workstations being terminated: \_\_\_\_\_

List any special instructions or additional information in the space provided below (e.g. specific or unique ORIs for each workstation).

Special instructions and/or additional information: \_\_\_\_\_  
\_\_\_\_\_**FOR ALEA USE ONLY****CJSD****IT****ACCOUNTING**

Received by: \_\_\_\_\_

Received by: \_\_\_\_\_

Received by: \_\_\_\_\_

Date Received: \_\_\_\_\_

Date Received: \_\_\_\_\_

Contract/PO #: \_\_\_\_\_

LiveScan ID: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Effective Billing Date: \_\_\_\_\_

Date Routed to IT: \_\_\_\_\_

Date Routed to CJSD: \_\_\_\_\_

Billing Cycle: \_\_\_\_\_

Date Routed to CJSD: \_\_\_\_\_

The requesting agency will be responsible for the maintenance and any malfunction of the equipment. Users agree to adhere to the FBI CJIS Security Policy, as referenced on the Agency Access Agreement.



## User Agency Contact Designations

**Purpose:** The Chief Executive Officer (CEO) of a User Agency hereby acknowledges and agrees to designate and maintain the contacts as required by the Agency Access Agreement. Upon change of any designee listed in this form, the User Agency must provide notice and submit a new form within 30 days.

|               |      |                                  |     |
|---------------|------|----------------------------------|-----|
| <b>Agency</b> | Name | HUNTSVILLE CITY ATTORNEYS OFFICE | ORI |
|---------------|------|----------------------------------|-----|

The contacts designated are as follows:

| Agency Information Security Officer (AISO) |              |              |                         |
|--------------------------------------------|--------------|--------------|-------------------------|
| <b>Name</b>                                | JOSHUA GRAFF | <b>Title</b> | ASSISTANT CITY ATTORNEY |
| <b>Contact</b>                             | Phone        | Email        |                         |

This designation is optional. If no designation is made, the AISO indicated above shall be responsible for the TAC duties. For larger agencies, a secondary TAC may also be designated.

| Terminal Agency Coordinator (TAC)           |       |              |  |
|---------------------------------------------|-------|--------------|--|
| <b>Name</b>                                 |       | <b>Title</b> |  |
| <b>Contact</b>                              | Phone | Email        |  |
| Alternate Terminal Agency Coordinator (TAC) |       |              |  |
| <b>Name</b>                                 |       | <b>Title</b> |  |
| <b>Contact</b>                              | Phone | Email        |  |

| Agency Uniformed Crime Reporting Manager (UCR) |                       |              |                               |
|------------------------------------------------|-----------------------|--------------|-------------------------------|
| <b>Name</b>                                    | JOSHUA GRAFF          | <b>Title</b> | ASSISTANT CITY ATTORNEY       |
| <b>Contact</b>                                 | Phone<br>256-705-3062 | Email        | JOSHUA.GRAFF@HUNTSVILLEAL.GOV |

| Agency Audit Contact |                       |              |                               |
|----------------------|-----------------------|--------------|-------------------------------|
| <b>Name</b>          | JOSHUA GRAFF          | <b>Title</b> | ASSISTANT CITY ATTORNEY       |
| <b>Contact</b>       | Phone<br>256-705-3062 | Email        | JOSHUA.GRAFF@HUNTSVILLEAL.GOV |

Approved by

Trey Riley

Agency CEO Name

August 10, 2023

Agency CEO Signature

Date

| ALEA CJIS Use Only    |      |
|-----------------------|------|
| Approved by           | Date |
| Entered into ADAPT by | Date |



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 8/10/2023

**File ID:** 2023-575

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**Department:** Legal

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the City Clerk to invoke Trustmark Bank Letter of Credit No. 22-071-SP for Freeman Road Townhomes 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: (list below)**

**Address:** Freeman Road Townhomes Subdivision

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

**Additional Comments:**





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 8/10/2023

**File ID:** TMP-3205

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**Department:** Legal

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the City Clerk to invoke Trustmark Bank Letter of Credit No. 22-071-SP for Freeman Road Townhomes 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: (list below)**

**Address:** Freeman Road Townhomes Subdivision

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

**Additional Comments:**



**RESOLUTION NO. 23-\_\_\_\_\_**

**WHEREAS**, Trustmark National Bank issued a certain letter of credit (No. 22-071-SP) 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 City Clerk be and is hereby authorized to present for payment to Trustmark National Bank Letter of Credit No. 22-071-SP, prior to the expiration date thereof, with the language as specified in said Letter of Credit.

**ADOPTED** this the 10th day of August, 2023.

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

**APPROVED** this the 10th day of August, 2023.

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Mayor of the City of  
Huntsville, Alabama



Trustmark National Bank  
International Operations  
248 East Capitol Street  
Jackson, Mississippi 39201  
Telephone: 601/208-5887  
Fax: 601/208-2387

**Irrevocable Standby Letter of Credit No. 22-071-SP**

**Issue Date:**  
August 23, 2022

**Expiry Date:**  
August 23, 2023

**Beneficiary:**  
City of Huntsville  
308 Fountain Circle  
Huntsville, AL 35801

**Applicant:**  
H2S LLC Freeman Series  
125 Northside Square, Suite 200  
Huntsville, AL 35801

**Amount:** USD 238,856.00

**RE:** Article 5 Improvements/Pre-acceptance  
Letter of Credit for Freeman Road Townhomes

**Place of Expiry:** At the counters of Trustmark National Bank, 118 Jefferson  
Street South, Huntsville, Alabama 35801 Attention:  
Community President

**Gentlemen:**

We hereby issue our Irrevocable Standby Letter of Credit No. 22-071-SP in your favor available by your DRAFTS AT SIGHT drawn on Trustmark National Bank, Jackson, Mississippi, USA, bearing the clause "Drawn under Trustmark National Bank, Jackson, Mississippi, Letter of Credit No. 22-071-SP" and accompanied by the following:

- A dated statement purportedly signed by an authorized official of the City of Huntsville, Alabama stating as follows:  
"We hereby certify that this draw is being made pursuant to Article 5 of the Subdivision Regulations."
- The original of this Letter of Credit and any amendments thereto.

MW 8-23-22

MW 8-29-22

2/8 8/30/22

MM 8/23/22



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 8/10/2023

**File ID:** 2023-576

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**Department:** Legal

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the City Clerk to invoke ServisFirst Bank Letter of Credit No. 13780 for Hawks Ridge Estates 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: (list below)**

**Address:** Hawks Ridge Estates Subdivision.

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

**Additional Comments:**





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 8/10/2023

**File ID:** TMP-3203

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**Department:** Legal

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the City Clerk to invoke ServisFirst Bank Letter of Credit No. 13780 for Hawks Ridge Estates 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: (list below)**

**Address:** Hawks Ridge Estates Subdivision.

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

**Additional Comments:**

**RESOLUTION NO. 23-\_\_\_\_\_**

**WHEREAS**, ServisFirst Bank issued a certain letter of credit (No. 13780) 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 City Clerk be and is hereby authorized to present for payment to ServisFirst Bank Letter of Credit No. 13780, prior to the expiration date thereof, with the language as specified in said Letter of Credit.

**ADOPTED** this the 10th day of August, 2023.

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

**APPROVED** this the 10th day of August, 2023.

---

Mayor of the City of  
Huntsville, Alabama

SERVISFIRST BANK  
Post Office Box 18127  
Huntsville, Alabama 35804  
T 256.722.7800 F 256.722.7810  
servisfirstbank.com



ServisFirst Bank

**AMENDMENT TO  
IRREVOCABLE LETTER OF CREDIT NO. 13780**

**Beneficiary:**

City of Huntsville  
P.O. Box 308  
Huntsville, AL 35804

**Account Party:**

Harris Hill Development, LLC  
Post Office Box 12819  
Huntsville, Alabama 35815

**Bank:**

ServisFirst Bank  
401 Meridian Street  
Huntsville, Alabama 35801

**Place of Presentment/Expiry:**

ServisFirst Bank  
401 Meridian Street, Suite 100  
Huntsville, AL 35801

**Amount:**

**\$34,860.00**

**Issue Date:**

August 22, 2022

**Expiration Date:**

August 23, 2023

**Subject: Article 5 Sidewalks / Letter of Credit for  
Hawks Ridge Estates**

Gentlemen:

We hereby reinstate and amend our Irrevocable Standby Letter of Credit in your favor, effective August 21, 2021, for sum not to exceed the aggregate of \$34,860.00, 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 ServisFirst Bank.

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 specified.

MW 8-29-22  
ML 8-29-22

AB 8/30/22

SERVISFIRST BANK  
Post Office Box 18127  
Huntsville, Alabama 35804  
T 256.722.7800 F 256.722.7810  
servisfirstbank.com



**AMENDMENT TO  
IRREVOCABLE LETTER OF CREDIT NO. 13780**

**Beneficiary:**  
City of Huntsville  
P.O. Box 308  
Huntsville, AL 35804

**Account Party:**  
Harris Hill Development, LLC  
Post Office Box 12819  
Huntsville, Alabama 35815

**Bank:**  
ServisFirst Bank  
401 Meridian Street  
Huntsville, Alabama 35801

**Place of Presentment/Expiry:**  
ServisFirst Bank  
401 Meridian Street, Suite 100  
Huntsville, AL 35801

**Amount:** \$34,860.00  
**Issue Date:** August 20, 2021  
**Expiration Date:** August 23, 2022

**Subject: Article 5 Sidewalks / Letter of Credit for  
Hawks Ridge Estates**

Gentlemen:

We hereby reinstate and amend our Irrevocable Standby Letter of Credit in your favor, effective August 21, 2021, for sum not to exceed the aggregate of \$34,860.00, 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 ServisFirst Bank.

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 specified.

*MJ 8-10-21 MM 8/11/21 AL 8-11-21 AB 8/13/21*





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 8/10/2023

**File ID:** 2023-577

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**Department:** Legal

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the City Clerk to invoke Bryant Bank Letter of Credit No. 1394 for Trailhead Phase 5 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: (list below)**

**Address:** Trailhead Phase 5 Subdivision

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

**Additional Comments:**





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 8/10/2023

**File ID:** TMP-3204

---

**Department:** Legal

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the City Clerk to invoke Bryant Bank Letter of Credit No. 1394 for Trailhead Phase 5 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: (list below)**

**Address:** Trailhead Phase 5 Subdivision

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

**Additional Comments:**

**RESOLUTION NO. 23-\_\_\_\_\_**

**WHEREAS**, Bryant Bank issued a certain letter of credit (No. 1394) 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 City Clerk be and is hereby authorized to present for payment to Bryant Bank Letter of Credit No. 1394, prior to the expiration date thereof, with the language as specified in said Letter of Credit.

**ADOPTED** this the 10th day of August, 2023.

---

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

**APPROVED** this the 10th day of August, 2023.

---

Mayor of the City of  
Huntsville, Alabama

# BRYANT BANK

## IRREVOCABLE LETTER OF CREDIT NO. 1394

**Beneficiary:**

City of Huntsville  
P.O. Box 308  
Huntsville, AL. 35804

**Account Party:**

Concord Land Development, Inc.  
2000 Andrew Jackson Way  
Huntsville, AL. 35811

**Bank:**

Bryant Bank  
320 Pelham Ave SW, Suite 100  
Huntsville, AL. 35801

Subject: Article 5 Sidewalk/ Letter of Credit for Trailhead Huntsville Phase Five

Amount: \$230,040.00

Issue Date: 8/17/2021

Expiration Date: 8/17/2023

Gentlemen:

We hereby open our Irrevocable Standby Letter of Credit in your favor, effective 8/17/2021, for a sum not to exceed the aggregate of \$230,040.00. 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, 320 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:

  
Kenneth D Watson, President

MW 8-24-21 10 8/24/21  
CW 8-23-21  
MM 8/18/21

*Unbeatable Service. Legendary Results.™*



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 8/10/2023

**File ID:** 2023-578

---

**Department:** Parks and Recreation

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Facility Use Agreement between the City of Huntsville and Foxtrot Co., LLC, for the Rocket City Fair.

Resolution No.

**Finance Information:**

**Account Number:** N/A

**City Cost Amount:** N/A

**Total Cost:** N/A

**Special Circumstances:**

**Grant Funded:** N/A

**Grant Title - CFDA or granting Agency:** N/A

**Resolution #:** N/A

**Location: (list below)**

**Address:** N/A

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

**Additional Comments:**

John Hunt Park Festival Site, located at 2195 Jaycee Way, Huntsville, Alabama, 35801.





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 8/10/2023

**File ID:** TMP-3237

---

**Department:** Parks and Recreation

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Facility Use Agreement between the City of Huntsville and Foxtrot Co., LLC, for the Rocket City Fair.

Resolution No.

**Finance Information:**

**Account Number:** N/A

**City Cost Amount:** N/A

**Total Cost:** N/A

**Special Circumstances:**

**Grant Funded:** N/A

**Grant Title - CFDA or granting Agency:** N/A

**Resolution #:** N/A

**Location: (list below)**

**Address:**

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

**Additional Comments:**

John Hunt Park Festival Site, located at 2195 Jaycee Way, Huntsville, Alabama, 35801.



**RESOLUTION NO. 23-**

**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 Foxtrot Co., LLC, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Facility Use Agreement between the City of Huntsville and Foxtrot Co., LLC." consisting of eight (8) pages, and the date of August 10, 2023, appearing on the margin of the first page, together with the signature of the President or President ProTem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

**ADOPTED** this the 10<sup>th</sup> day of August 2023.

---

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

**APPROVED** this the 10<sup>th</sup> day of August 2023.

---

Mayor of the City of Huntsville

**FACILITY USE AGREEMENT**  
**BETWEEN THE CITY OF HUNTSVILLE AND**  
**FOXTROT CO., LLC**

**FACILITY USE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE**  
**AND FOXTROT CO., LLC**

This License Agreement (the “Agreement”) is entered into this 10<sup>th</sup> day of August, 2023, by and between the City of Huntsville, a municipal corporation in the State of Alabama (hereinafter referred to as the “City” or “Licensor”), and Foxtrot Co., LLC, a Tennessee limited liability company, doing business as Foxtrot Productions (hereinafter referred to as “Licensee”).

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

(a) Subject to the terms and conditions of this License Agreement, the City hereby grants Licensee a license to utilize those premises owned by Licensor, which are shown on the map, attached hereto and incorporated herein by reference as **Exhibit A**, and hereinafter referred to as the “Premises” (and being the John Hunt Park Festival Site), located at 2195 Jaycee Way, Huntsville, Alabama, 35801, to be used for an event called the “Rocket City Fair” (the “Event”), which shall include entertainment, amusement rides, food, and games during the period specified in this Agreement, and for no other purpose.

(b) Licensee’s access to the Premises shall be subject to subsection 1(c) concerning the road closure of Jaycee Way, between Phillip Dotts Drive and Steve Hettinger Drive. Licensee may access the Premises for Event set-up beginning Sunday morning, September 10, 2023, and continuing through Wednesday night, September 13, 2023. The Event shall commence on Thursday afternoon, September 14, 2023, and shall conclude no later than Saturday night, September 23, 2023. The cleanup/take-down of the Event and restoration of the Premises shall take place beginning Sunday morning, September 24, 2023, and shall continue through Tuesday afternoon, September 26, 2023.

(c) All road closings mentioned in 1(b) shall be set forth in the special event permit issued by the Huntsville Police Department for the Event. It is the intent of the parties to this Agreement that roads closed in connection with the 2023 Rocket City Fair shall remain open so long as reasonably practicable preceding the event and shall reopen as soon as is reasonably practicable following the event.

2. Security; access.

(a) Licensee shall be responsible for the provision of security within the Premises during the period of the Agreement. Licensee may hire off-duty City of Huntsville Police officers through the Huntsville Police Department to provide security services for the event and shall hire the number of officers and supervisory personnel as recommended for the event by the Huntsville Police Department.

\_\_\_\_\_  
President of the City Council of the City of  
Huntsville, Alabama  
Date: \_\_\_\_\_

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

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

3. Fencing.

Licensee shall be permitted to erect a fence around the perimeter of the Premises (for any area where no fence is currently erected) provided no holes are drilled in any existing concrete, asphalt, brick or other impervious surface and further provided that the fence is not anchored in concrete or any other permanent material.

4. Alcoholic beverages.

(a) Licensee intends that the event will include the retail sale of alcoholic beverages for on-premises consumption. In such event, Licensee, shall have secured all licensing necessary for such sale prior to the commencement date for the event unless the time specified by the state's or City's alcoholic beverage control laws requires an earlier time. Failing therein, the sale or service of alcoholic beverages shall not be permitted for the Premises.

(b) Licensee agrees to prevent any person from leaving the licensed area while in possession of any alcoholic beverage and to prevent any person from bringing alcoholic beverages into the licensed area; and, to this end, the Huntsville Police Department may require security control at access points and appropriate signage.

(c) Licensee shall abide by all alcoholic beverage control laws of the state and City including the regulations of the Alabama Alcoholic Beverage Control Board. Licensee shall provide tamper-proof measures that identify persons of legal drinking age.

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

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

(b) Safety: Licensee agrees to take all reasonable precautions for the safety of Event attendees and shall conduct the Event in such a way to protect attendees from exposure, infection, and/or spread of COVID-19 related to Licensee's use of the Premises.

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

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

(e) Stages/performance area: In the event Licensee installs a stage or other performance area upon the Premises, Licensee shall abide by all applicable laws for said installation including any applicable building, fire and electrical codes, and in no event shall any holes be drilled in any existing concrete, asphalt, brick or other impervious surface. Any such stage, tent or other temporary structure erected for the Event shall not be anchored in concrete or any other permanent material, or otherwise deface or damage any portion of the Premises.

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

(g) Restoration: Licensee agrees to provide for and pay all costs and expenses associated with clean-up of, and damage to, Licensors' property, both within and outside of the Premises which relate to the Licensee's use of the Premises. This includes, but is not limited to, costs and expenses associated with the replacement of damaged turf. The Premises shall be cleaned and restored entirely by Licensee within forty-eight (48) hours of the end of the Event, to the sole satisfaction of Licensors, except as provided otherwise herein.

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

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

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

(k) Trash: Licensee shall provide all trash containers (barrels and dumpsters) necessary to accommodate the volume of trash generated by the Event. Licensee must pick up all ground trash and empty all barrels by midnight on each night of the Event. All large dumpsters must be emptied and removed within 48 hours of Event take down.

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

(m) Admission: Licensee shall provide adequate personnel to collect all admission fees and staff all entrance and exit gates. Licensee shall be solely responsible for collection of all fees.

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

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

#### 6. Parking.

Event parking shall be restricted to the Joe Davis Stadium and available areas in John Hunt Park that are located south of the Festival Site.

#### 7. Indemnification; non-liability.

Licensee shall indemnify and hold harmless and does hereby agree to indemnify and hold harmless the City of Huntsville, its officials, officers, elected and appointed officials, employees, agents, contractors and volunteers performing an authorized city function, (hereinafter referred to as “indemnitees”) from and against any and all claims, liability, loss, judgments, suits, penalties, costs, expenses and damages aforesaid (including but not limited to reasonable attorneys’ fees and expenses and court costs and fees). Licensee further agrees to indemnify and hold harmless those named above for exposure, infection, and/or spread of COVID-19 related to Licensee’s utilization of the Premises. Licensee’s duty to indemnify shall not apply to loss, injury, death or damage arising by reason of the sole negligence of the indemnitees. Licensee’s duties hereunder shall survive the termination or expiration of this Agreement.

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

#### 8. Insurance.

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

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

Such insurance shall be written on an occurrence basis and shall specifically insure Licensee against all liability assumed by it hereunder as well as liability imposed by law. The City of Huntsville, its officers, employees, elected officials, agents, contractors and specified volunteers shall be named as additional insureds through ISO Additional Endorsement CG 20 10 or equivalent that is sufficient to provide coverage for ongoing operations and CG 20 37 or equivalent to provide coverage for completed operations. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, employees, elected officials, agents, contractors, or specified volunteers, except it shall be limited in the case of the

indemnitor's or indemnitors' sole negligence. Coverage under the Licensee policy shall be written or endorsed to provide primary coverage to any other valid or collectible insurance. Any City of Huntsville coverage is noncontributory. Licensee shall provide a Certificate of Liability Insurance evidencing required insurance coverage and contractual verbiage prior to the commencement of any use of the facilities; however, failure of The City to procure the Certificate of Insurance does not waive any insurance provisions. The Certificate Holder section shall read as follows:

City of Huntsville, AL its officers, employees, elected officials, agents, contractors and specified volunteers

Attn: City Attorney

P.O. Box 308

Huntsville, AL 35804

[bruce.pitts@huntsvilleal.gov](mailto:bruce.pitts@huntsvilleal.gov)

Such policy of insurance shall be issued by a company authorized to engage in the insurance business in the state of Alabama and shall be approved by the City Attorney of the City of Huntsville prior to Licensee entering upon the Premises upon the terms of this agreement. It is not the intention of the parties to limit the insurance coverage to the minimum limits stated in the contract, but the entire limits of coverage carried if limits are higher than those noted on the Certificate of Insurance.

9. Fee.

Licensee shall pay a fee to the City as follows:

- (a) **Three Hundred Fifty Dollars (\$350) per day** for seven (7) set up/take down days, and
- (b) **Seven Hundred Dollars (\$700) per day** for ten (10) Event days,

for a total sum of Nine Thousand Four Hundred Fifty and No/100 Dollars (\$9,450) for the use of the Premises.

10. Non-compliance.

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

11. Miscellaneous.

- (a) This Agreement shall not be amended except by written instrument signed by the parties hereto. This Agreement, together with all exhibits, constitutes the entire agreement between the parties and shall be interpreted under and according to the Laws of the State of Alabama with venue in the courts of Madison County, Alabama. This Agreement shall be

binding upon and inure to the benefit of Licensee, its successors and permitted assigns, and the City, its successors and assigns.

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

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

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

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

## 12. Electronic Signatures.

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

**[SIGNATURES ON FOLLOWING PAGE]**

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

**ATTEST**

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

\_\_\_\_\_  
Shaundrika Edwards  
City Clerk

By: \_\_\_\_\_  
Tommy Battle, Mayor

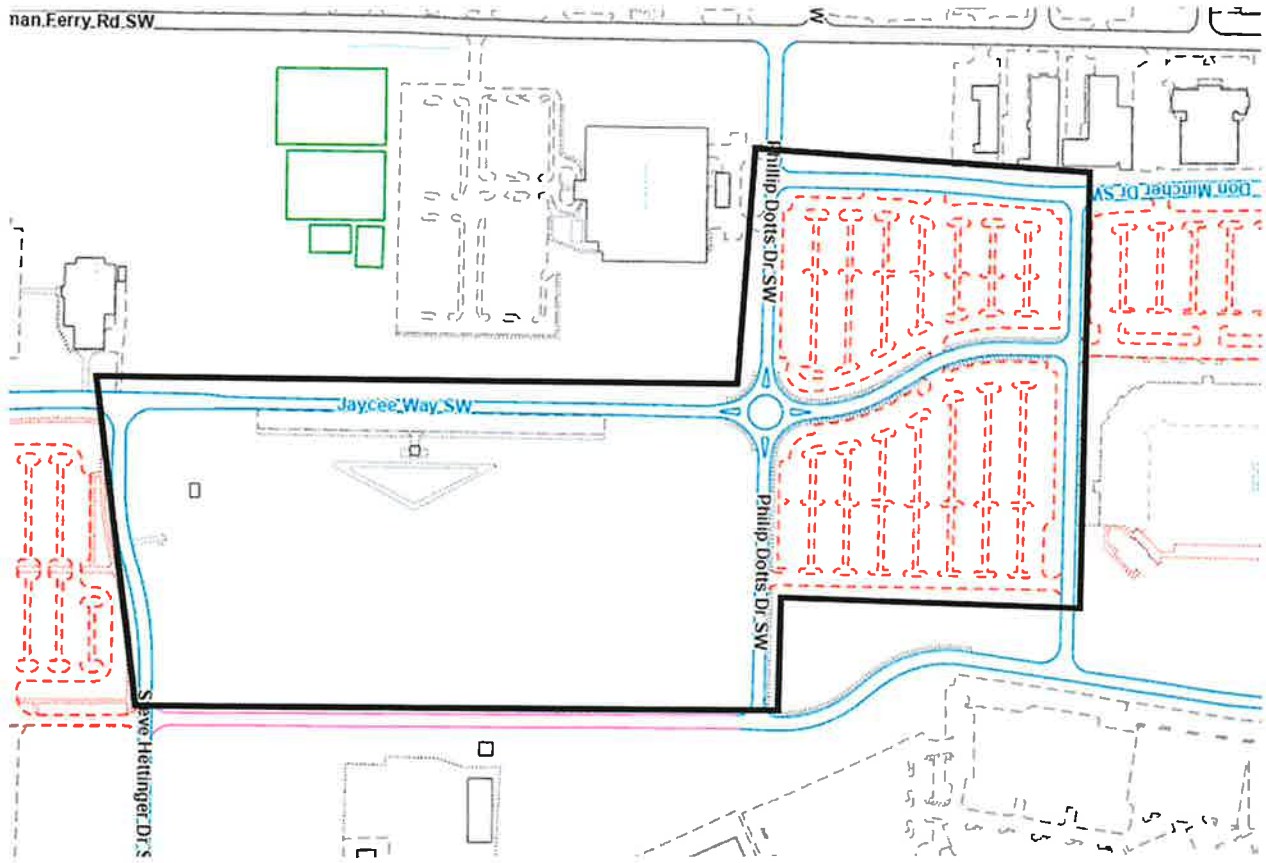
**LICENSEE:  
FOXTROT CO., LLC**

By: \_\_\_\_\_

Its: \_\_\_\_\_



## Exhibit A – John Hunt Park Festival Grounds





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 8/10/2023

**File ID:** 2023-579

---

**Department:** Police

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Schedule A TraX Subscription between the City of Huntsville and Lexis Nexis Risk Solutions.

Resolution No.

**Finance Information:**

**Account Number:** 1000-17-17100-515250-00000000

**City Cost Amount:** \$ 3,087.00

**Total Cost:** \$ 3,087.00

**Special Circumstances:**

**Grant Funded:** \$ 0.00

**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:**

TraX software renewal that is utilized by the Huntsville Police Department NAMACC Unit.





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 8/10/2023

**File ID:** TMP-3177

---

**Department:** Police

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Schedule A TraX Subscription between the City of Huntsville and Lexis Nexis Risk Solutions.

Resolution No.

**Finance Information:**

**Account Number:** 1000-17-17100-515250-00000000

**City Cost Amount:** \$ 3,087.00

**Total Cost:** \$ 3,087.00

**Special Circumstances:**

**Grant Funded:** \$ 0.00

**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:**

TraX software renewal that is utilized by the Huntsville Police Department NAMACC Unit.



**RESOLUTION NO. 23 - \_\_\_\_\_**

**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 by and between the City of Huntsville and Lexis Nexis Risk Solutions, 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 "Schedule A TRaX Subscription Between The City of Huntsville and Lexis Nexis Risk Solutions" consisting of one (1) page, and the date of August 10, 2023, 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 of the City of Huntsville, Alabama.

**ADOPTED** this the 10<sup>th</sup> day of August, 2023.

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

**APPROVED** this the 10<sup>th</sup> day of August, 2023.

\_\_\_\_\_  
Mayor of the City of  
Huntsville, Alabama

**SCHEDULE A**  
**TraX and VIPER**  
**(Subscription)**

Customer Name: Huntsville AL Police Department  
Billgroup #: ACC-6952623  
LN Account Manager: Kimberly LaRue

This Schedule A sets forth additional or amended terms and conditions for the use of the TraX and VIPER services ("LN Services"), as set forth in the services agreement for the LN Services between Customer and the LexisNexis Risk Solutions entity as further defined therein ("Agreement"), to which this Schedule A is incorporated by reference. For purposes of the Agreement and this Schedule A, all applicable LexisNexis Risk Solutions entities shall be individually and collectively referred to as "LN". Customer acknowledges that the services provided under this Schedule A are non-FCRA services.

**1. SCHEDULE A TERM**

The term of this Schedule A will be 12 months beginning September 1, 2023 and ending August 31, 2024 (the "Term"). If an account is activated after the first day of a calendar month, charges will not be pro-rated.

**2. ANNUAL SUBSCRIPTION FEES**

**2.1** Beginning on the effective date hereof, Customer shall pay to LN an annual subscription fee of \$3,087.00 ("Annual Subscription Fee"), in exchange for access to and use of the LN Services.

**2.2** If, at the end of the Term, Customer signs a new Schedule A for the LN Services herein, the Annual Subscription Fee will be increased 5.00%+.

**3. EXPIRATION**

Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before **August 31, 2023**.

**4. CLOUD SERVICES**

LN is executing a multi-year plan to move certain LexisNexis Risk Solutions products and services to Microsoft Azure Cloud services. Should you have questions regarding this plan, please document and send them via email to [cloudquestions@lexisnexisrisk.com](mailto:cloudquestions@lexisnexisrisk.com).

**5. CONFIDENTIAL INFORMATION**

This Schedule A contains the confidential pricing information of LN. Customer acknowledges that the disclosure of such pricing information could cause competitive harm to LN, and as such, Customer agrees to maintain this Schedule A in trust and confidence and take reasonable precautions against disclosure to any third party to the extent permitted by local and state law.

**AGREED TO AND ACCEPTED BY: Huntsville AL Police Department**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
President of the City Council of the  
City of Huntsville, AL

Date: August 10, 2023



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 8/10/2023

**File ID:** 2023-580

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**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 Patrick Moore.

Resolution No.

**Finance Information:**

**Account Number:** 1000-41-41205-501010-00000000

**City Cost Amount:** \$ 5,000.00

**Total Cost:** \$ 5,000.00 maximum

**Special Circumstances:**

**Grant Funded:** \$ 0.00

**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 former Homicide Investigator, Patrick Moore. Maximum of \$5,000 annually. Contract for one (1) year.







# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 8/10/2023

**File ID:** TMP-3142

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**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 Patrick Moore.

Resolution No.

**Finance Information:**

**Account Number:** 1000-41-41205-501010-00000000

**City Cost Amount:** \$ 5,000.00

**Total Cost:** \$ 5,000.00 maximum

**Special Circumstances:**

**Grant Funded:** \$ 0.00

**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 former Homicide Investigator, Patrick Moore. Maximum of \$5,000 annually. Contract for one (1) year.



**RESOLUTION NO. 23-\_\_\_\_\_**

**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 Patrick Moore, 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 Patrick Moore." consisting of three (3) pages including Attachment "A", and the date of August 10, 2023, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

**ADOPTED** this the 10<sup>th</sup> day of August, 2023.

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

**APPROVED** this the 10<sup>th</sup> day of August, 2023.

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Mayor of the City of Huntsville,  
Alabama

**SPECIAL EMPLOYEE  
AGREEMENT BETWEEN  
THE CITY OF HUNTSVILLE  
AND PATRICK MOORE**

STATE OF ALABAMA     )  
COUNTY OF MADISON    )

**SPECIAL EMPLOYEE AGREEMENT BETWEEN  
THE CITY OF HUNTSVILLE AND PATRICK MOORE**

**THIS AGREEMENT** is made and entered into on the 10<sup>th</sup> day of August 2023 by and between Patrick Moore, an individual, ("Moore") 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. Moore shall be employed by the City of Huntsville as a Special Employee in the Police Department, 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 Chief of Police, or his designee. Moore's duties of the position of Special Employee shall include all work described on Attachment "A" attached hereto and incorporated herein by reference.

2. In consideration of the services rendered hereunder, the City shall pay Moore at the rate of \$30.00 per hour not to exceed an average of twenty-nine (29) hours per week, with the total sum not to exceed \$5,000 per year, which shall be paid bi-weekly in accordance with the City's regular payroll processing system. During the term of this agreement, Moore shall not receive any cost of living adjustment approved by the City Council for all other employees of the City. In addition, Moore 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. Moore 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 August 10, 2023.

\_\_\_\_\_  
President of the City Council  
Of the City of Huntsville, AL  
Date: August 10, 2023

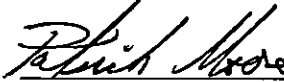
4. This contract may be terminated by either party upon thirty (30) days written notice being provided to the other party.

5. Except as specified herein, Moore shall be subject to all Policies applicable to part-time employees of the City of Huntsville.

6. Moore acknowledges that confidential information may be made available to her in connection with her work pursuant to this agreement. Moore agrees not to disclose the confidential information to any third party, except as it relates to law enforcement activities or prosecution of offenders, 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.

  
\_\_\_\_\_  
Patrick Moore, an Individual

**CITY OF HUNTSVILLE, ALABAMA**  
a municipal corporation

BY: \_\_\_\_\_  
Tommy Battle  
ITS: Mayor

ATTEST:

BY: \_\_\_\_\_  
Shaundrika Edwards  
ITS: City Clerk

### **EXHIBIT A**

Testify in Federal, State, and/or Municipal court to assist with the prosecution of criminal cases initiated while serving as a full-time police investigator.

Perform additional tasks related to the prosecution of criminal activities and/or law enforcement activities as authorized in writing by the Chief of Police or his designee.

Maintain all professional, ethical and work standards required of all sworn officers of the Huntsville Police Department.

Abide by all policies and procedures of the Huntsville Police Department and the City of Huntsville.



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 8/10/2023

**File ID:** 2023-581

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**Department:** Finance

**Subject:**

**Type of Action:** Unanimous Consent

Introduction of an Ordinance authorizing the issuance by the City of its General Obligation Warrant, Series 2023-E, to be dated August 16, 2023.

Ordinance No.

**Finance Information:**

**Account Number:** 3040 Lodging Tax Fund

**City Cost Amount:** Principal \$11,000,000.00

**Total Cost:** \$ 14,729,871.40

**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:**





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 8/10/2023

**File ID:** TMP-3236

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**Department:** Finance

**Subject:**

**Type of Action:** Unanimous Consent

Introduction of an Ordinance authorizing the issuance by the City of its General Obligation Warrant, Series 2023-E, to be dated August 16, 2023.

Ordinance No.

**Finance Information:**

**Account Number:** 3040 Lodging Tax Fund

**City Cost Amount:** Principal \$11,000,000.00

**Total Cost:** \$ 14,729,871.40

**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:**

**ORDINANCE NO. 23-\_\_\_\_\_**  
**AN ORDINANCE**  
**AUTHORIZING THE BORROWING OF \$11,000,000**  
**AND THE ISSUANCE OF ONE**  
**\$11,000,000 GENERAL OBLIGATION WARRANT**  
**SERIES 2023-E**  
**DATED AUGUST 16, 2023**

**BE IT ORDAINED** by the Mayor and City Council (herein together called the "Council") of the **CITY OF HUNTSVILLE, ALABAMA** (herein called the "City") as follows:

**Section 1. Findings.** The Council has found and ascertained and does hereby declare as follows:

(a) The City has determined it to be necessary, wise and in the public interest to make certain public capital improvements to the Von Braun Center, which is owned and operated by the City, and to make other public capital infrastructure improvements in the City (the "2023 Improvements"); and

(b) In order to finance the costs of the 2023 Improvements, the City has undertaken a competitive bid process to identify a lender to make a loan (the "Loan") to the City to pay the costs of the 2023 Improvements and the costs of issuing the Warrant hereinafter described and authorized; and

(c) Regions Capital Advantage, Inc., a Tennessee corporation, presented the bid that provided the lowest interest cost to the City and on terms that complied with the requirements of the City, and has agreed to make the Loan to, and acquire the Warrant from, the City under the terms and conditions hereinafter set forth.

**Section 2.** (a) Pursuant to the applicable provisions of the Constitution of Alabama of 1901, as amended, and the Code of Alabama 1975, as amended, including without limitation, Section 11-47-2 and Section 11-81-4 thereof, and for the purpose of providing funds to pay the cost of the 2023 Improvements, the City is hereby authorized to borrow from Regions Capital Advantage, Inc., a Tennessee corporation (herein called the "Lender") the sum of \$11,000,000, and, in evidence of the obligation of the City to repay the money so borrowed, is hereby authorized to issue and deliver to the Lender a \$11,000,000 General Obligation Warrant, Series 2023-E (herein called the "Warrant"). The Warrant shall be dated August 16, 2023 (which shall be the date on which the loan evidenced thereby is made), shall be issued as a single fully registered warrant, shall be payable to the Lender, and shall bear interest at the rate of 4.08% per annum, computed on the basis of a 360-day year of twelve (12) consecutive thirty (30) day months. The principal of and interest on the Warrant shall be payable on October 1, 2023, and on the first day of each month thereafter through and including August 1, 2038 (each such date, a "Payment Date"), all in accordance with the amortization schedule attached as Exhibit A to the form of the Warrant herein contained. Matured but unpaid installments of principal and interest of the Warrant shall bear interest after maturity, until paid, at the rate of interest then in effect on the Warrant plus 200 basis

points. In the event a Payment Date is not a Business Day, the interest and principal due on such Payment Date (whether due upon scheduled maturity or by optional redemption) shall be payable on the then next succeeding Business Day. As used herein, "Business Day" means each day other than a Saturday, a Sunday, or any holiday on which the Lender's offices in the City of Birmingham, Alabama are closed for business with the public. The City understands and acknowledges that the rate of interest charged on the Warrant is not necessarily the lowest rate charged by the Lender on its loans or other extensions of credit.

(b) Upon the occurrence of a Determination of Taxability, the interest rate on the Warrant shall be changed to the Taxable Rate effective as of the last Payment Date prior to such occurrence. In addition, if as a consequence of the occurrence of such a Determination of Taxability it shall be necessary for the holder of the Warrant to include any interest previously related to such Warrant in its gross income for federal income tax purposes, the City shall be required to pay on the first Payment Date following the occurrence of such Determination of Taxability such additional interest for the period during which such interest shall have been deemed subject to inclusion in the gross income of the said holder for federal income tax purposes in an amount equal to the difference between the interest which would have been paid at the Taxable Rate and the total amount of interest actually paid related to such Warrant for such period. The term "Taxable Rate" shall mean the rate of 5.24% per annum, and the term "Determination of Taxability" shall mean a final decree or judgment of any federal court or a final, non-appealable action of the Internal Revenue Service or of the United States Treasury Department determining that any interest payable on the Warrant is includable in the gross income of a holder thereof, but only if such inclusion in gross income is the direct result of a failure by the City to comply with its covenants or agreements herein made (including, without limitation, the covenants in Section 13 hereof) or made in the Tax Compliance Agreement hereinafter described. No such decree, judgment, or action shall be considered final unless the City has been given written notice thereof and, if it is so desired by the City and is legally permissible, the City has been afforded a reasonable opportunity to contest the same, at its own expense, either directly or in the name of the holder of the Warrant and until the conclusion of any appellate review, if sought. A Determination of Taxability shall be deemed to occur on the date as of which interest on the Warrant is deemed includable in the gross income of the holder thereof.

**Section 3. Optional Redemption Privilege.** The City reserves and shall have the privilege of redeeming and paying, on August 1, 2031, and on any date thereafter, the principal of the Warrant at any time and from time to time, in whole or in part (but if in part, in multiples of \$5,000), without penalty or premium, upon not less than ten (10) Business Days' prior written notice to the Lender, at and for a price equal to the principal amount of the Warrant to be redeemed plus accrued interest thereon to the date set for redemption and payment. Any partial redemption of the outstanding principal amount of the Warrant shall be applied in inverse order of maturity.

**Section 4. Execution of the Warrant; Registration.** (a) The Warrant shall be executed and the corporate seal of the City shall be affixed thereto by the Mayor, and the City Clerk shall attest the same by affixing his signature thereto. The Warrant shall be registered in the records maintained by the City Treasurer as a claim against the City. Said officers are hereby authorized and directed so to execute and attest the Warrant, affix said seal thereto and make such registration.

(b) A registration certificate by the City, in substantially the form set forth in Section 6 hereof, duly executed by the manual signature of the City Clerk, shall be endorsed on the Warrant and shall be essential to its validity.

(c) The Warrant shall be registered as to both principal and interest in the name of the Lender and shall not be transferable except to an "accredited investor" as defined in the Securities and Exchange Act of 1933 (the "Securities Act") and the rules and regulations promulgated thereunder, or to a "qualified institutional buyer", as defined in the Securities Act and the rules and regulations promulgated thereunder, and only upon compliance with applicable State of Alabama and federal securities laws.

**Section 5. General Obligation.** The indebtedness evidenced and ordered paid by the Warrant is and shall be a general obligation of the City for payment of the principal of and the interest on which the full faith and credit of the City are hereby irrevocably pledged.

**Section 6. Form of Warrant.** The Warrant shall be in substantially the following form, with such changes therein as shall be necessary to comply with the provisions of this Ordinance:

(Form of Warrant)

***THIS WARRANT MAY BE TRANSFERRED ONLY TO AN "ACCREDITED INVESTOR" AS DEFINED IN THE SECURITIES AND EXCHANGE ACT OF 1933 (THE "SECURITIES ACT") AND THE RULES AND REGULATIONS PROMULGATED THEREUNDER, OR TO A "QUALIFIED INSTITUTIONAL BUYER", AS DEFINED IN THE SECURITIES ACT AND THE RULES AND REGULATIONS PROMULGATED THEREUNDER, AND ONLY UPON COMPLIANCE WITH APPLICABLE STATE AND FEDERAL SECURITIES LAWS AND WITH THE ORDINANCE REFERRED TO HEREIN.***

**UNITED STATES OF AMERICA  
STATE OF ALABAMA**

**CITY OF HUNTSVILLE**

**GENERAL OBLIGATION WARRANT**

The City Treasurer of the **CITY OF HUNTSVILLE** (herein called the "City") a municipal corporation under the laws of the State of Alabama, is hereby ordered to pay to Regions Capital Advantage, Inc., a Tennessee corporation (herein called the "Lender"), or its permitted assigns, the principal sum of

**ELEVEN MILLION DOLLARS**

with interest thereon from the date hereof until the maturity hereof as is hereinafter specified at the

rate of 4.08% per annum computed on the basis of a 360-day year of twelve (12) consecutive thirty (30) day months. The principal hereof and interest hereon shall be payable on October 1, 2023, and on the first day of each calendar month thereafter through and including August 1, 2038 (each such date, herein called a "Payment Date"), all in accordance with the amortization schedule attached hereto as Appendix A. Matured but unpaid installments of principal and interest on this warrant shall bear interest, until paid, at the rate of interest hereof then in effect plus 200 basis points. In the event a Payment Date is not a Business Day, the interest and principal (whether due upon scheduled maturity or by optional redemption) due on such Payment Date shall be payable on the then next succeeding Business Day. As used herein, "Business Day" means each day other than a Saturday, a Sunday, or any holiday on which Lender's offices in the City of Birmingham, Alabama, are closed for business with the public. The City understands and acknowledges that the rate of interest charged on this warrant is not necessarily the lowest rate charged by the Lender on its loans or other extensions of credit.

Upon the occurrence of a Determination of Taxability, the interest rate on this Warrant shall be changed to the Taxable Rate effective as of the last Payment Date prior to such occurrence. In addition, if as a consequence of the occurrence of such a Determination of Taxability it shall be necessary for the holder of this Warrant to include any interest previously related to this Warrant in its gross income for federal income tax purposes, then the City shall be required to pay on the first Payment Date following the occurrence of such Determination of Taxability such additional interest for the period during which such interest shall have been deemed subject to inclusion in the gross income of the said holder for federal income tax purposes in an amount equal to the difference between the interest which would have been paid at the Taxable Rate and the total amount of interest actually paid related to this Warrant for such period. The term "Taxable Rate" shall mean the rate of 5.24% per annum, and the term "Determination of Taxability" shall mean a final decree or judgment of any federal court or a final, non-appealable action of the Internal Revenue Service or of the United States Treasury Department determining that any interest payable on this Warrant is includable in the gross income of a holder thereof, but only if such inclusion in gross income is the direct result of a failure by the City to comply with its covenants or agreements made in the Ordinance (including, without limitation, the covenants in Section 13 thereof) or made in the Tax Compliance Agreement authorized in the Ordinance. No such decree, judgment, or action shall be considered final unless the City has been given written notice thereof and, if it is so desired by the City and is legally permissible, the City has been afforded a reasonable opportunity to contest the same, at its own expense, either directly or in the name of the holder of this Warrant and until the conclusion of any appellate review, if sought. A Determination of Taxability shall be deemed to occur on the date as of which interest on this Warrant is deemed includable in the gross income of the holder thereof.

The City reserves and shall have the privilege of redeeming and paying, at any time and from time to time, on August 1, 2031, and on any date thereafter, the principal hereof, in whole or in part (but if in part, in multiples of \$5,000), without penalty or premium, upon not less than ten (10) Business Days' prior written notice to the Lender, at and for a price equal to the principal amount hereof to be redeemed plus accrued interest thereon to the date set for redemption and payment. Any partial redemption of the outstanding principal amount of this warrant shall be applied in inverse order of maturity.

This warrant has been issued pursuant to the applicable provisions of the constitution and laws of the State of Alabama, including without limitation Section 11-47-2 and Section 11.81-4 of the Code of Alabama 1975, as amended, and a August 10, 2023 ordinance (herein called the "Ordinance") adopted by the governing body of the City to provide funds for the purposes for which the City is authorized to borrow money under said laws.

This warrant evidences a valid general obligation of the City for payment of the principal of and the interest on which the City has irrevocably pledged its full faith and credit.

It is hereby certified that the indebtedness evidenced hereby has been duly and legally incurred and will at the maturity hereof become lawfully due without condition, abatement or offset of any description; that all conditions, actions and things required by the constitution and laws of the State of Alabama to exist, be performed and happen precedent to and on the issuance of this warrant, exist, have been performed and have happened; and that the indebtedness evidenced by this warrant, together with all other indebtedness of the City, was at the time the same was incurred and is now within every debt and other limit prescribed by the constitution and laws of the State of Alabama.

**IN WITNESS WHEREOF**, the City has caused this warrant to be executed and its official seal to be hereunto affixed by the Mayor and has caused the same to be attested by its City Clerk, both of whom have hereunto subscribed their signatures and are hereunto duly authorized, and has caused this warrant to be dated August 16, 2023.

**CITY OF HUNTSVILLE, ALABAMA**

By: \_\_\_\_\_  
Mayor

[SEAL]

Attest:

\_\_\_\_\_  
City Clerk

**(Form of Certificate of Registration by City Treasurer)**

I hereby certify that this Warrant was at the time of issuance (August 16, 2023) thereof duly registered by me as a claim against the **CITY OF HUNTSVILLE, ALABAMA**.

---

City Treasurer of the  
**CITY OF HUNTSVILLE, ALABAMA**

**EXHIBIT A**  
**AMORTIZATION SCHEDULE**

| <i>Period<br/>Ending</i> | <i>Principal</i> | <i>Coupon</i> | <i>Interest</i> | <i>Debt Service</i> | <i>Annual<br/>Debt Service</i> |
|--------------------------|------------------|---------------|-----------------|---------------------|--------------------------------|
| 10/01/2023               | 25,000           | 4.080%        | 56,100.00       | 81,100.00           |                                |
| 11/01/2023               | 45,000           | 4.080%        | 37,315.00       | 82,315.00           |                                |
| 12/01/2023               | 45,000           | 4.080%        | 37,162.00       | 82,162.00           |                                |
| 01/01/2024               | 45,000           | 4.080%        | 37,009.00       | 82,009.00           |                                |
| 02/01/2024               | 45,000           | 4.080%        | 36,856.00       | 81,856.00           |                                |
| 03/01/2024               | 45,000           | 4.080%        | 36,703.00       | 81,703.00           |                                |
| 04/01/2024               | 45,000           | 4.080%        | 36,550.00       | 81,550.00           |                                |
| 05/01/2024               | 45,000           | 4.080%        | 36,397.00       | 81,397.00           |                                |
| 06/01/2024               | 45,000           | 4.080%        | 36,244.00       | 81,244.00           |                                |
| 07/01/2024               | 45,000           | 4.080%        | 36,091.00       | 81,091.00           |                                |
| 08/01/2024               | 46,000           | 4.080%        | 35,938.00       | 81,938.00           |                                |
| 09/01/2024               | 47,000           | 4.080%        | 35,781.60       | 82,781.60           |                                |
| 09/30/2024               |                  |               |                 |                     | 981,146.60                     |
| 10/01/2024               | 47,000           | 4.080%        | 35,621.80       | 82,621.80           |                                |
| 11/01/2024               | 47,000           | 4.080%        | 35,462.00       | 82,462.00           |                                |
| 12/01/2024               | 47,000           | 4.080%        | 35,302.20       | 82,302.20           |                                |
| 01/01/2025               | 47,000           | 4.080%        | 35,142.40       | 82,142.40           |                                |
| 02/01/2025               | 47,000           | 4.080%        | 34,982.60       | 81,982.60           |                                |
| 03/01/2025               | 48,000           | 4.080%        | 34,822.80       | 82,822.80           |                                |
| 04/01/2025               | 48,000           | 4.080%        | 34,659.60       | 82,659.60           |                                |
| 05/01/2025               | 48,000           | 4.080%        | 34,496.40       | 82,496.40           |                                |
| 06/01/2025               | 48,000           | 4.080%        | 34,333.20       | 82,333.20           |                                |
| 07/01/2025               | 48,000           | 4.080%        | 34,170.00       | 82,170.00           |                                |
| 08/01/2025               | 48,000           | 4.080%        | 34,006.80       | 82,006.80           |                                |
| 09/01/2025               | 48,000           | 4.080%        | 33,843.60       | 81,843.60           |                                |
| 09/30/2025               |                  |               |                 |                     | 987,843.40                     |
| 10/01/2025               | 49,000           | 4.080%        | 33,680.40       | 82,680.40           |                                |
| 11/01/2025               | 49,000           | 4.080%        | 33,513.80       | 82,513.80           |                                |
| 12/01/2025               | 49,000           | 4.080%        | 33,347.20       | 82,347.20           |                                |
| 01/01/2026               | 49,000           | 4.080%        | 33,180.60       | 82,180.60           |                                |
| 02/01/2026               | 49,000           | 4.080%        | 33,014.00       | 82,014.00           |                                |
| 03/01/2026               | 49,000           | 4.080%        | 32,847.40       | 81,847.40           |                                |
| 04/01/2026               | 50,000           | 4.080%        | 32,680.80       | 82,680.80           |                                |
| 05/01/2026               | 50,000           | 4.080%        | 32,510.80       | 82,510.80           |                                |
| 06/01/2026               | 50,000           | 4.080%        | 32,340.80       | 82,340.80           |                                |
| 07/01/2026               | 50,000           | 4.080%        | 32,170.80       | 82,170.80           |                                |
| 08/01/2026               | 50,000           | 4.080%        | 32,000.80       | 82,000.80           |                                |
| 09/01/2026               | 51,000           | 4.080%        | 31,830.80       | 82,830.80           |                                |
| 09/30/2026               |                  |               |                 |                     | 988,118.20                     |
| 10/01/2026               | 51,000           | 4.080%        | 31,657.40       | 82,657.40           |                                |
| 11/01/2026               | 51,000           | 4.080%        | 31,484.00       | 82,484.00           |                                |
| 12/01/2026               | 51,000           | 4.080%        | 31,310.60       | 82,310.60           |                                |
| 01/01/2027               | 51,000           | 4.080%        | 31,137.20       | 82,137.20           |                                |
| 02/01/2027               | 51,000           | 4.080%        | 30,963.80       | 81,963.80           |                                |
| 03/01/2027               | 52,000           | 4.080%        | 30,790.40       | 82,790.40           |                                |
| 04/01/2027               | 52,000           | 4.080%        | 30,613.60       | 82,613.60           |                                |
| 05/01/2027               | 52,000           | 4.080%        | 30,436.80       | 82,436.80           |                                |
| 06/01/2027               | 52,000           | 4.080%        | 30,260.00       | 82,260.00           |                                |
| 07/01/2027               | 52,000           | 4.080%        | 30,083.20       | 82,083.20           |                                |
| 08/01/2027               | 52,000           | 4.080%        | 29,906.40       | 81,906.40           |                                |
| 09/01/2027               | 53,000           | 4.080%        | 29,729.60       | 82,729.60           |                                |
| 09/30/2027               |                  |               |                 |                     | 988,373.00                     |
| 10/01/2027               | 53,000           | 4.080%        | 29,549.40       | 82,549.40           |                                |
| 11/01/2027               | 53,000           | 4.080%        | 29,369.20       | 82,369.20           |                                |
| 12/01/2027               | 53,000           | 4.080%        | 29,189.00       | 82,189.00           |                                |
| 01/01/2028               | 53,000           | 4.080%        | 29,008.80       | 82,008.80           |                                |
| 02/01/2028               | 54,000           | 4.080%        | 28,828.60       | 82,828.60           |                                |
| 03/01/2028               | 54,000           | 4.080%        | 28,645.00       | 82,645.00           |                                |
| 04/01/2028               | 54,000           | 4.080%        | 28,461.40       | 82,461.40           |                                |
| 05/01/2028               | 54,000           | 4.080%        | 28,277.80       | 82,277.80           |                                |
| 06/01/2028               | 54,000           | 4.080%        | 28,094.20       | 82,094.20           |                                |
| 07/01/2028               | 54,000           | 4.080%        | 27,910.60       | 81,910.60           |                                |
| 08/01/2028               | 55,000           | 4.080%        | 27,727.00       | 82,727.00           |                                |
| 09/01/2028               | 55,000           | 4.080%        | 27,540.00       | 82,540.00           |                                |



| <i>Period<br/>Ending</i> | <i>Principal</i> | <i>Coupon</i> | <i>Interest</i> | <i>Debt Service</i> | <i>Annual<br/>Debt Service</i> |
|--------------------------|------------------|---------------|-----------------|---------------------|--------------------------------|
| 09/30/2028               |                  |               |                 |                     | 988,601.00                     |
| 10/01/2028               | 55,000           | 4.080%        | 27,353.00       | 82,353.00           |                                |
| 11/01/2028               | 55,000           | 4.080%        | 27,166.00       | 82,166.00           |                                |
| 12/01/2028               | 55,000           | 4.080%        | 26,979.00       | 81,979.00           |                                |
| 01/01/2029               | 56,000           | 4.080%        | 26,792.00       | 82,792.00           |                                |
| 02/01/2029               | 56,000           | 4.080%        | 26,601.60       | 82,601.60           |                                |
| 03/01/2029               | 56,000           | 4.080%        | 26,411.20       | 82,411.20           |                                |
| 04/01/2029               | 56,000           | 4.080%        | 26,220.80       | 82,220.80           |                                |
| 05/01/2029               | 56,000           | 4.080%        | 26,030.40       | 82,030.40           |                                |
| 06/01/2029               | 56,000           | 4.080%        | 25,840.00       | 81,840.00           |                                |
| 07/01/2029               | 57,000           | 4.080%        | 25,649.60       | 82,649.60           |                                |
| 08/01/2029               | 57,000           | 4.080%        | 25,455.80       | 82,455.80           |                                |
| 09/01/2029               | 57,000           | 4.080%        | 25,262.00       | 82,262.00           |                                |
| 09/30/2029               |                  |               |                 |                     | 987,761.40                     |
| 10/01/2029               | 57,000           | 4.080%        | 25,068.20       | 82,068.20           |                                |
| 11/01/2029               | 57,000           | 4.080%        | 24,874.40       | 81,874.40           |                                |
| 12/01/2029               | 58,000           | 4.080%        | 24,680.60       | 82,680.60           |                                |
| 01/01/2030               | 58,000           | 4.080%        | 24,483.40       | 82,483.40           |                                |
| 02/01/2030               | 58,000           | 4.080%        | 24,286.20       | 82,286.20           |                                |
| 03/01/2030               | 58,000           | 4.080%        | 24,089.00       | 82,089.00           |                                |
| 04/01/2030               | 58,000           | 4.080%        | 23,891.80       | 81,891.80           |                                |
| 05/01/2030               | 59,000           | 4.080%        | 23,694.60       | 82,694.60           |                                |
| 06/01/2030               | 59,000           | 4.080%        | 23,494.00       | 82,494.00           |                                |
| 07/01/2030               | 59,000           | 4.080%        | 23,293.40       | 82,293.40           |                                |
| 08/01/2030               | 59,000           | 4.080%        | 23,092.80       | 82,092.80           |                                |
| 09/01/2030               | 59,000           | 4.080%        | 22,892.20       | 81,892.20           |                                |
| 09/30/2030               |                  |               |                 |                     | 986,840.60                     |
| 10/01/2030               | 60,000           | 4.080%        | 22,691.60       | 82,691.60           |                                |
| 11/01/2030               | 60,000           | 4.080%        | 22,487.60       | 82,487.60           |                                |
| 12/01/2030               | 60,000           | 4.080%        | 22,283.60       | 82,283.60           |                                |
| 01/01/2031               | 60,000           | 4.080%        | 22,079.60       | 82,079.60           |                                |
| 02/01/2031               | 60,000           | 4.080%        | 21,875.60       | 81,875.60           |                                |
| 03/01/2031               | 61,000           | 4.080%        | 21,671.60       | 82,671.60           |                                |
| 04/01/2031               | 61,000           | 4.080%        | 21,464.20       | 82,464.20           |                                |
| 05/01/2031               | 61,000           | 4.080%        | 21,256.80       | 82,256.80           |                                |
| 06/01/2031               | 61,000           | 4.080%        | 21,049.40       | 82,049.40           |                                |
| 07/01/2031               | 61,000           | 4.080%        | 20,842.00       | 81,842.00           |                                |
| 08/01/2031               | 62,000           | 4.080%        | 20,634.60       | 82,634.60           |                                |
| 09/01/2031               | 62,000           | 4.080%        | 20,423.80       | 82,423.80           |                                |
| 09/30/2031               |                  |               |                 |                     | 987,760.40                     |
| 10/01/2031               | 62,000           | 4.080%        | 20,213.00       | 82,213.00           |                                |
| 11/01/2031               | 62,000           | 4.080%        | 20,002.20       | 82,002.20           |                                |
| 12/01/2031               | 63,000           | 4.080%        | 19,791.40       | 82,791.40           |                                |
| 01/01/2032               | 63,000           | 4.080%        | 19,577.20       | 82,577.20           |                                |
| 02/01/2032               | 63,000           | 4.080%        | 19,363.00       | 82,363.00           |                                |
| 03/01/2032               | 63,000           | 4.080%        | 19,148.80       | 82,148.80           |                                |
| 04/01/2032               | 63,000           | 4.080%        | 18,934.60       | 81,934.60           |                                |
| 05/01/2032               | 64,000           | 4.080%        | 18,720.40       | 82,720.40           |                                |
| 06/01/2032               | 64,000           | 4.080%        | 18,502.80       | 82,502.80           |                                |
| 07/01/2032               | 64,000           | 4.080%        | 18,285.20       | 82,285.20           |                                |
| 08/01/2032               | 64,000           | 4.080%        | 18,067.60       | 82,067.60           |                                |
| 09/01/2032               | 64,000           | 4.080%        | 17,850.00       | 81,850.00           |                                |
| 09/30/2032               |                  |               |                 |                     | 987,456.20                     |
| 10/01/2032               | 65,000           | 4.080%        | 17,632.40       | 82,632.40           |                                |
| 11/01/2032               | 65,000           | 4.080%        | 17,411.40       | 82,411.40           |                                |
| 12/01/2032               | 65,000           | 4.080%        | 17,190.40       | 82,190.40           |                                |
| 01/01/2033               | 65,000           | 4.080%        | 16,969.40       | 81,969.40           |                                |
| 02/01/2033               | 66,000           | 4.080%        | 16,748.40       | 82,748.40           |                                |
| 03/01/2033               | 66,000           | 4.080%        | 16,524.00       | 82,524.00           |                                |
| 04/01/2033               | 66,000           | 4.080%        | 16,299.60       | 82,299.60           |                                |
| 05/01/2033               | 66,000           | 4.080%        | 16,075.20       | 82,075.20           |                                |
| 06/01/2033               | 66,000           | 4.080%        | 15,850.80       | 81,850.80           |                                |
| 07/01/2033               | 67,000           | 4.080%        | 15,626.40       | 82,626.40           |                                |
| 08/01/2033               | 67,000           | 4.080%        | 15,398.60       | 82,398.60           |                                |

| <i>Period<br/>Ending</i> | <i>Principal</i> | <i>Coupon</i> | <i>Interest</i> | <i>Debt Service</i> | <i>Annual<br/>Debt Service</i> |
|--------------------------|------------------|---------------|-----------------|---------------------|--------------------------------|
| 09/01/2033               | 67,000           | 4.080%        | 15,170.80       | 82,170.80           | 987,897.40                     |
| 09/30/2033               |                  |               |                 |                     |                                |
| 10/01/2033               | 67,000           | 4.080%        | 14,943.00       | 81,943.00           |                                |
| 11/01/2033               | 68,000           | 4.080%        | 14,715.20       | 82,715.20           |                                |
| 12/01/2033               | 68,000           | 4.080%        | 14,484.00       | 82,484.00           |                                |
| 01/01/2034               | 68,000           | 4.080%        | 14,252.80       | 82,252.80           |                                |
| 02/01/2034               | 68,000           | 4.080%        | 14,021.60       | 82,021.60           |                                |
| 03/01/2034               | 69,000           | 4.080%        | 13,790.40       | 82,790.40           |                                |
| 04/01/2034               | 69,000           | 4.080%        | 13,555.80       | 82,555.80           |                                |
| 05/01/2034               | 69,000           | 4.080%        | 13,321.20       | 82,321.20           |                                |
| 06/01/2034               | 69,000           | 4.080%        | 13,086.60       | 82,086.60           |                                |
| 07/01/2034               | 69,000           | 4.080%        | 12,852.00       | 81,852.00           |                                |
| 08/01/2034               | 70,000           | 4.080%        | 12,617.40       | 82,617.40           | 988,019.40                     |
| 09/01/2034               | 70,000           | 4.080%        | 12,379.40       | 82,379.40           |                                |
| 09/30/2034               |                  |               |                 |                     |                                |
| 10/01/2034               | 70,000           | 4.080%        | 12,141.40       | 82,141.40           |                                |
| 11/01/2034               | 70,000           | 4.080%        | 11,903.40       | 81,903.40           |                                |
| 12/01/2034               | 71,000           | 4.080%        | 11,665.40       | 82,665.40           |                                |
| 01/01/2035               | 71,000           | 4.080%        | 11,424.00       | 82,424.00           |                                |
| 02/01/2035               | 71,000           | 4.080%        | 11,182.60       | 82,182.60           |                                |
| 03/01/2035               | 71,000           | 4.080%        | 10,941.20       | 81,941.20           |                                |
| 04/01/2035               | 72,000           | 4.080%        | 10,699.80       | 82,699.80           |                                |
| 05/01/2035               | 72,000           | 4.080%        | 10,455.00       | 82,455.00           | 987,781.40                     |
| 06/01/2035               | 72,000           | 4.080%        | 10,210.20       | 82,210.20           |                                |
| 07/01/2035               | 72,000           | 4.080%        | 9,965.40        | 81,965.40           |                                |
| 08/01/2035               | 73,000           | 4.080%        | 9,720.60        | 82,720.60           |                                |
| 09/01/2035               | 73,000           | 4.080%        | 9,472.40        | 82,472.40           |                                |
| 09/30/2035               |                  |               |                 |                     |                                |
| 10/01/2035               | 73,000           | 4.080%        | 9,224.20        | 82,224.20           |                                |
| 11/01/2035               | 73,000           | 4.080%        | 8,976.00        | 81,976.00           |                                |
| 12/01/2035               | 74,000           | 4.080%        | 8,727.80        | 82,727.80           |                                |
| 01/01/2036               | 74,000           | 4.080%        | 8,476.20        | 82,476.20           |                                |
| 02/01/2036               | 74,000           | 4.080%        | 8,224.60        | 82,224.60           | 988,101.80                     |
| 03/01/2036               | 74,000           | 4.080%        | 7,973.00        | 81,973.00           |                                |
| 04/01/2036               | 75,000           | 4.080%        | 7,721.40        | 82,721.40           |                                |
| 05/01/2036               | 75,000           | 4.080%        | 7,466.40        | 82,466.40           |                                |
| 06/01/2036               | 75,000           | 4.080%        | 7,211.40        | 82,211.40           |                                |
| 07/01/2036               | 75,000           | 4.080%        | 6,956.40        | 81,956.40           |                                |
| 08/01/2036               | 76,000           | 4.080%        | 6,701.40        | 82,701.40           |                                |
| 09/01/2036               | 76,000           | 4.080%        | 6,443.00        | 82,443.00           |                                |
| 09/30/2036               |                  |               |                 |                     |                                |
| 10/01/2036               | 76,000           | 4.080%        | 6,184.60        | 82,184.60           |                                |
| 11/01/2036               | 76,000           | 4.080%        | 5,926.20        | 81,926.20           |                                |
| 12/01/2036               | 77,000           | 4.080%        | 5,667.80        | 82,667.80           | 987,946.60                     |
| 01/01/2037               | 77,000           | 4.080%        | 5,406.00        | 82,406.00           |                                |
| 02/01/2037               | 77,000           | 4.080%        | 5,144.20        | 82,144.20           |                                |
| 03/01/2037               | 77,000           | 4.080%        | 4,882.40        | 81,882.40           |                                |
| 04/01/2037               | 78,000           | 4.080%        | 4,620.60        | 82,620.60           |                                |
| 05/01/2037               | 78,000           | 4.080%        | 4,355.40        | 82,355.40           |                                |
| 06/01/2037               | 78,000           | 4.080%        | 4,090.20        | 82,090.20           |                                |
| 07/01/2037               | 79,000           | 4.080%        | 3,825.00        | 82,825.00           |                                |
| 08/01/2037               | 79,000           | 4.080%        | 3,556.40        | 82,556.40           |                                |
| 09/01/2037               | 79,000           | 4.080%        | 3,287.80        | 82,287.80           |                                |
| 09/30/2037               |                  |               |                 |                     |                                |
| 10/01/2037               | 79,000           | 4.080%        | 3,019.20        | 82,019.20           | 987,946.60                     |
| 11/01/2037               | 80,000           | 4.080%        | 2,750.60        | 82,750.60           |                                |
| 12/01/2037               | 80,000           | 4.080%        | 2,478.60        | 82,478.60           |                                |
| 01/01/2038               | 80,000           | 4.080%        | 2,206.60        | 82,206.60           |                                |
| 02/01/2038               | 80,000           | 4.080%        | 1,934.60        | 81,934.60           |                                |
| 03/01/2038               | 81,000           | 4.080%        | 1,662.60        | 82,662.60           |                                |
| 04/01/2038               | 81,000           | 4.080%        | 1,387.20        | 82,387.20           |                                |
| 05/01/2038               | 81,000           | 4.080%        | 1,111.80        | 82,111.80           |                                |

| <i>Period<br/>Ending</i> | <i>Principal</i> | <i>Coupon</i> | <i>Interest</i> | <i>Debt Service</i> | <i>Annual<br/>Debt Service</i> |
|--------------------------|------------------|---------------|-----------------|---------------------|--------------------------------|
| 06/01/2038               | 82,000           | 4.080%        | 836.40          | 82,836.40           |                                |
| 07/01/2038               | 82,000           | 4.080%        | 557.60          | 82,557.60           |                                |
| 08/01/2038               | 82,000           | 4.080%        | 278.80          | 82,278.80           |                                |
| 09/30/2038               |                  |               |                 |                     | 906,224.00                     |
|                          | 11,000,000       |               | 3,729,871.40    | 14,729,871.40       | 14,729,871.40                  |

**Section 7. Representations and Warranties of the City.** The City hereby represents and warrants to the Lender as follows:

- (a) the City is duly organized as a municipal corporation under the laws of the State of Alabama,
- (ii) the City has the corporate power and authority to own its properties and assets and to carry on its governmental functions as now being conducted,
- (c) the City has the power to issue the Warrant and to consummate the transactions contemplated by the Ordinance and this Agreement,
- (d) by proper action of the City Council of the City, the City has duly authorized the issuance and delivery of the Warrant and the consummation of the transactions contemplated therein and herein, and
- (e) the Warrant is the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

**Section 8. Sale and Delivery of Warrant.** The Warrant is hereby sold to the Lender at and for a purchase price equal to the face amount of the Warrant (\$11,000,000). The City Treasurer is hereby authorized and directed to deliver the Warrant, which shall have been executed, sealed, attested and registered as herein provided, to the Lender. All proceeds from the sale of the Warrant (\$11,000,000) shall be remitted to the City pursuant to written instructions delivered to the Lender by the Finance Director of the City.

**Section 9. Use of Proceeds.** All amounts paid to the City from the Loan and the Warrant shall be used to pay the costs of the 2023 Improvements and to pay the costs of issuing the Warrant.

**Section 10. Authorization of Documents.** The Mayor, the City Clerk and the Finance Director, or either of them, are each hereby authorized and directed to execute such instruments, directions, orders, notices, agreements, certificates or other documents as shall be necessary or desirable in order to carry out the transactions contemplated by this Ordinance. The City understands that one of the principal inducements to the making of the loan herein described by the Lender and the acquisition by the Lender of the Warrant is that the interest income on the

Warrant be and remain exempt from federal income taxation. Accordingly, without any way limiting the generality of the foregoing, the Mayor, the City Clerk and the Finance Director are each hereby authorized and directed to cause to be prepared, signed on behalf of the City and filed with the Internal Revenue Service a Form 8038-G or other form prescribed by the Internal Revenue Service as a condition to the exemption of the interest income on the Warrant from federal income taxation. The Mayor, the City Clerk and the Finance Director are each hereby authorized and directed to execute such certificates, agreements and other documents respecting the Internal Revenue Code of 1986, as amended (herein called the "Code"), as contemplated by this Ordinance, to the end that the interest income on the Warrant be and remain exempt from federal income taxation.

**Section 11. Annual Audited Financial Statements.** For each fiscal year of the City during which the Warrant is outstanding, the City shall cause to be delivered to the holder of the Warrant the audited financial statements of the City no later than 270 days after the end of such fiscal year. This obligation may be satisfied by the City by the timely filing of its audited financial statements on EMMA (or such substitute public repository for municipal filings established by the Municipal Securities Rulemaking Board or similar federal regulatory agency).

**Section 12. Concerning the Code.** (a) **General.** The City recognizes that the Code imposes certain conditions to the exemption from Federal income taxation of interest income on the Warrant. Accordingly, the City agrees that it will continually comply with all requirements imposed by the Code as a condition to the exemption from Federal income taxation of the interest income on the Warrant. With respect to any question arising under this Section 13, the City may rely upon an opinion of nationally recognized bond counsel acceptable to it.

(b) **Warrant not to be "Private Activity Bonds".** The City will not apply the proceeds of the Warrant in a manner that would cause the Warrant to be "private activity bonds" within the meaning of Section 141(a) of the Code.

(c) **Concerning the Arbitrage Provisions of the Code; Rebate.** The City agrees that it will comply with all provisions of the Code necessary to preclude the Warrant from being considered "arbitrage bonds" within the meaning of Section 148 of the Code, and the City will make timely rebate payments to the United States of America as required by Section 148(f) of the Code.

**Section 13. Private Loan; Participations.** (a) The City acknowledges and agrees that the Lender is acquiring the Warrant in evidence of a private loan and in that connection the Warrant shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement, or (iv) assigned a CUSIP number by Standard & Poor's CUSIP Service.

(b) The City agrees that the Lender may from time to time enter into a participation agreement or agreements with one or more persons (the "Participants"), pursuant to which the Participants may be given participations in the Warrant and that the Participants may from time to time similarly grant to one or more other persons (also included in the term "Participants")

subparticipations in the Warrant; provided (i) no participation shall increase any liability of the City, (ii) the City shall not have any direct obligation to a Participant, whether respecting the payment of any portion of debt service on the Warrant, delivery of its audited financial statements, or otherwise, and (iii) the City shall correspond and deal only with the holder of the Warrant on any matters respecting the Warrant, the loan evidenced thereby, this Ordinance, or any matters relating to the foregoing. The holder of the Warrant may divulge to any Participant all information, reports, financial statements, certificates, and documents obtained by it from the City. Prior to entering into any such participation agreement, the holder of the Warrant shall (i) notify the City in writing of such participation and the identity of each Participant, and (ii) take commercially reasonable steps to protect the confidentiality of financial and other information of the City that may be provided by the holder of the Warrant to a Participant.

**Section 14. Role of the Lender.** The City understands, acknowledges and agrees as follows:

(i) that the Lender and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services; and

(ii) with respect to this Ordinance, the Warrant, and any other information, materials or communications provided by the Lender: (a) the Lender and its representatives are not recommending an action to any municipal entity or obligated person; (b) the Lender and its representatives are not acting as an advisor to any municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to any municipal entity or obligated person with respect to this Financing Agreement, information, materials or communications; (c) the Lender and its representatives are acting for their own interests; and (d) the City has been informed that the City should discuss this Ordinance, the Warrant, and all matters relating thereto and any such other information, materials or communications with any and all internal and external advisors and experts that the City deems appropriate before acting on this Ordinance or any such other information, materials or communications.

**Section 15. Waiver of Jury Trial.** To the extent permitted by applicable law, each of the City and the Lender irrevocably and voluntarily waives any right it may have to a trial by jury with respect to any controversy or claim between the City and the Lender, whether arising in contract or tort or by statute, including but not limited to any controversy or claim that arises out of or relates to this Ordinance and/or the Warrant.

**Section 16. Patriot Act.** The City represents and warrants to the Lender that neither it nor any of its principals, members, partners or affiliates, as applicable, is a Person named as a Specially Designated National and Blocked Period (as defined in Presidential Executive Order

13224) and that it is not acting, directly or indirectly, for or on behalf of any such person. The City further represents and warrants to the Lender that the City and its principals, shareholders, members, partners, or affiliates, as applicable, are not directly or indirectly engaged in, nor facilitating, the transactions contemplated by this transaction on behalf of any Period named as a Specially Designated National and Blocked Person.

**Section 17. Creation of Contract.** The provisions of this Ordinance shall constitute a contract between the City and the holder of the Warrant.

**Section 18. Provisions of Ordinance Severable.** The provisions of this Ordinance are hereby declared to be severable. In the event any provision hereof shall be held invalid by a court of competent jurisdiction, such invalidity shall not affect any other portion of this Ordinance.

**ADOPTED** this the 10th day of August, 2023.

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

**APPROVED** this the 10th day of August, 2023.

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Mayor of the City of  
Huntsville, Alabama



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 8/10/2023

**File ID:** 2023-582

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**Department:** Planning

**Subject:**

**Type of Action:** Introduction

Introduction of an Ordinance annexing 9.83 acres of land lying on the south side of US Hwy 72 W and east of Springhill Road.

Ordinance No.

**Does this item need to be published?** Yes

If yes, please list preferred date(s) of publication: August 30, 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:**

**Address:** n/a

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

**Additional Comments:** n/a



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 8/10/2023

**File ID:** TMP-3173

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**Department:** Planning

**Subject:**

**Type of Action:** Introduction

Introduction of an ordinance annexing 9.83 acres of land lying on the south side of US Hwy 72 W and east of Springhill Road.

Ordinance No.

**Does this item need to be published?** Yes

If yes, please list preferred date(s) of publication: August 30, 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:**

**Address:** none

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

**Additional Comments:** none



## **ORDINANCE NO. 23-**

**WHEREAS**, Shottenkirk Alabama Properties, LLC, by Gregory J. Shottenkirk, 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 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 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 Section 25, Township 3 South, Range 2 West of the Huntsville Meridian, Madison County, Alabama more particularly described as beginning at a point located at the Southwest Corner of said Section 25; thence North 02 Degrees 08 Minutes 48 Seconds East 1,664.93 feet to a point; said point is further described as the Point of True Beginning; thence North 01 Degrees 04 Minutes 50 Seconds East 225.03 feet to a point; thence North 20 Degrees 45 Minutes 10 Seconds East 420.73 feet to a point; thence North 72 Degrees 08 Minutes 12 Seconds West 50.09 feet to a point; thence North 21 Degrees 47 Minutes 17 Seconds East 257.18 feet to a point; thence South 68 Degrees 45 Minutes 22 Seconds East 270.92 feet to a point; thence South 01 Degrees 55 Minutes 11 Seconds West 540.06 feet to a point; thence South 87 Degrees 30 Minutes 28 Seconds East 197.01 feet to a point; thence South 01 Degrees 26 Minutes 02 Seconds West 479.07 feet to a point; thence North

67 Degrees 49 Minutes 42 Seconds West 669.89 feet to the Point of True Beginning and containing 9.83 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 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 of the City of Huntsville, Alabama, and the  
City Council of the City of Huntsville, Alabama**

**FROM:**           **Shottenkirk Alabama Properties, LLC, by Gregory J. Shottenkirk, as  
its Manager (hereinafter referred to as “the petitioner”)**

A.         The Petitioner do hereby sign and file with the City Clerk 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 "Shottenkirk 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 has hereunto subscribed my name as of the 19 day of July, 2023.

**PETITIONER:**

**Shottenkirk Alabama Properties, LLC**

Signature: \_\_\_\_\_

Gregory J. Shottenkirk

As its: Manager

STATE OF Iowa )

COUNTY OF Des Moines )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Gregory J. Shottenkirk, whose name as Manager of Shottenkirk Alabama Properties, LLC, 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 19 day of July, 2023.



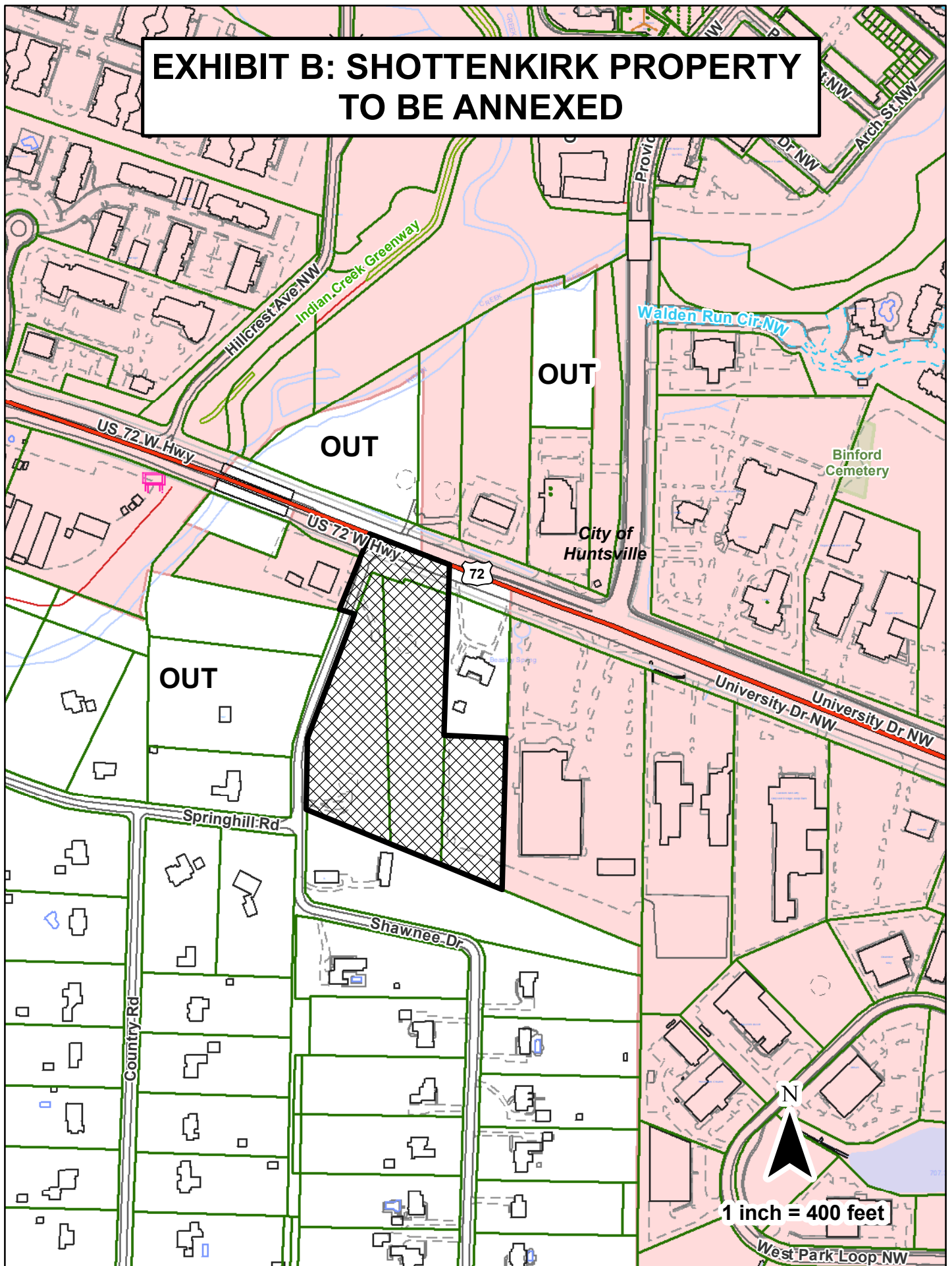
B. Sheedy (SEAL)  
NOTARY PUBLIC

Expiration Date: 4/13/25

Exhibit "A"  
(Legal Description of the Property)

All that part of Section 25, Township 3 South, Range 2 West of the Huntsville Meridian, Madison County, Alabama more particularly described as beginning at a point located at the Southwest Corner of said Section 25; thence North 02 Degrees 08 Minutes 48 Seconds East 1,664.93 feet to a point; said point is further described as the Point of True Beginning; thence North 01 Degrees 04 Minutes 50 Seconds East 225.03 feet to a point; thence North 20 Degrees 45 Minutes 10 Seconds East 420.73 feet to a point; thence North 72 Degrees 08 Minutes 12 Seconds West 50.09 feet to a point; thence North 21 Degrees 47 Minutes 17 Seconds East 257.18 feet to a point; thence South 68 Degrees 45 Minutes 22 Seconds East 270.92 feet to a point; thence South 01 Degrees 55 Minutes 11 Seconds West 540.06 feet to a point; thence South 87 Degrees 30 Minutes 28 Seconds East 197.01 feet to a point; thence South 01 Degrees 26 Minutes 02 Seconds West 479.07 feet to a point; thence North 67 Degrees 49 Minutes 42 Seconds West 669.89 feet to the Point of True Beginning and containing 9.83 acres, more or less.

# EXHIBIT B: SHOTTENKIRK PROPERTY TO BE ANNEXED



**ANNEXATION SUMMARY: SHOTTENKIRK**

July 12, 2023

PETITIONER: Shottenkirk Alabama Properties, LLC, by Gregory J. Shottenkirk,  
as its Manager

LOCATION: On the south side of Hwy 72 W and east of Springhill Road

Township 3 South, Range 2 West, Section 25

US Hwy 72 W, Huntsville, AL 35806

ACREAGE: 9.83 acres

REASON FOR  
REQUEST: City Services

## **ANNEXATION GUIDELINES: SHOTTENKIRK**

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.**

Petitioner Gregory J. Shottenkirk

Date 7/11/23

For: Shottenkirk Alabama Properties, LLC

As its: Manager

Petitioner 

Date 7/17/23

For: \_\_\_\_\_

As its: Manager



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 8/10/2023

**File ID:** 2023-583

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**Department:** Planning

**Subject:**

**Type of Action:** Introduction

Introduction of an Ordinance annexing 695.35 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: August 30, 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:**

**Address:** n/a

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

**Additional Comments:** n/a



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 8/10/2023

**File ID:** TMP-3185

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**Department:** Planning

**Subject:**

**Type of Action:** Introduction

Introduction of an ordinance annexing 695.35 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: August 30, 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:**

**Address:** none

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

**Additional Comments:** none

## **ORDINANCE NO. 23-**

**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 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 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, 14 and 15, Township 04 South, Range 04 West of the Huntsville Meridian, Limestone County, Alabama more particularly described as beginning at a point located at the Northwest corner of Section 11; thence from the point of beginning South 05 Degrees 07 Minutes 56 Seconds East 1,536.68 feet to a point; said point is further described as the Point of True Beginning; thence South 10 Degrees 18 Minutes 34 Seconds East 718.29 feet to a point; thence South 08 Degrees 16 Minutes 19 Seconds East 3,108.54 feet to a point; thence South 08 Degrees 41 Minutes 54 Seconds East 1,092.32 feet to a point; thence South 07 Degrees 11 Minutes 6 Seconds East 193.02 feet to a point; thence South 07 Degrees 25 Minutes 21 Seconds East 193.02 feet to a point; thence South 07 Degrees 39 Minutes 35 Seconds East 193.02 feet to a point; thence South 07 Degrees 53 Minutes 52 Seconds East 130.94 feet to a point; thence South 07 Degrees 53

Minutes 52 Seconds East 62.08 feet to a point; thence South 08 Degrees 8 Minutes 6 Seconds East 193.02 feet to a point; thence South 08 Degrees 22 Minutes 21 Seconds East 193.02 feet to a point; thence South 08 Degrees 36 Minutes 37 Seconds East 193.02 feet to a point; thence South 08 Degrees 50 Minutes 52 Seconds East 193.02 feet to a point; thence South 09 Degrees 06 Minutes 06 Seconds East 220.09 feet to a point; thence South 09 Degrees 46 Minutes 40 Seconds East 2,515.22 feet to a point; thence North 87 Degrees 58 Minutes 37 Seconds West 223.15 feet to a point; thence North 01 Degrees 52 Minutes 48 Seconds West 27.06 feet to a point; thence North 87 Degrees 57 Minutes 35 Seconds West 1,632.67 feet to a point; thence North 87 Degrees 57 Minutes 35 Seconds West 5,358.70 feet to a point; thence North 02 Degrees 20 Minutes 43 Seconds East 2,658.28 feet to a point; thence South 88 Degrees 58 Minutes 24 Seconds East 2,622.73 feet to a point; thence North 01 Degrees 31 Minutes 47 Seconds East 692.64 feet to a point; thence North 01 Degrees 31 Minutes 47 Seconds East 1,851.76 feet to a point; thence South 87 Degrees 46 Minutes 35 Seconds East 1,552.48 feet to a point; thence South 87 Degrees 46 Minutes 35 Seconds East 1,145.73 feet to a point; thence North 02 Degrees 05 Minutes 45 Seconds East 1,995.93 feet to a point; thence North 01 Degrees 35 Minutes 36 Seconds East 1,213.58 feet to a point; thence North 00 Degrees 44 Minutes 02 Seconds East 553.59 feet to a point; thence South 88 Degrees 20 Minutes 50 Seconds East 183.62 feet the Point of True Beginning and containing 695.35 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 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 \_\_\_\_\_, 2023.

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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 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 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 Farms 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 26th day of July, 2023.

**PETITIONERS:**

Signature: Ruth Ann Burnett  
Ruth Ann Burnett

Rowe Doris Royer

Signature: Ruth Burnett  
by Ruth Sanderson Burnett,  
her Agent

Judy Kay Page

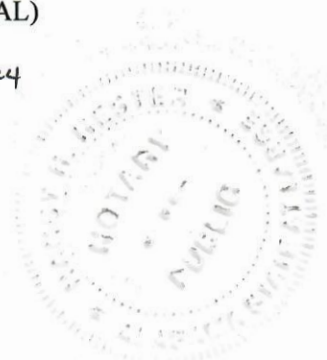
Signature: Vernon S Page  
by Vernon S. Page, her Agent

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 26th day of July, 2023.

Nancy H. Hester (SEAL)  
NOTARY PUBLIC  
My commission expires 2-5-2024



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 executed the same voluntarily as of the day the same bears date.

Given under my hand and official seal of office, this the 26th day of July, 2023.

Nancy H. Hester (SEAL)  
NOTARY PUBLIC  
My commission expires 2-5-2024





STATE OF ALABAMA                    )  
                                                  )  
COUNTY OF \_\_\_\_\_ )

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 Kay 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, she executed the same voluntarily as of the day the same bears date.

Given under my hand and official seal of office, this the 26<sup>th</sup> day of July, 2023.

Donna Davis (SEAL)  
NOTARY PUBLIC

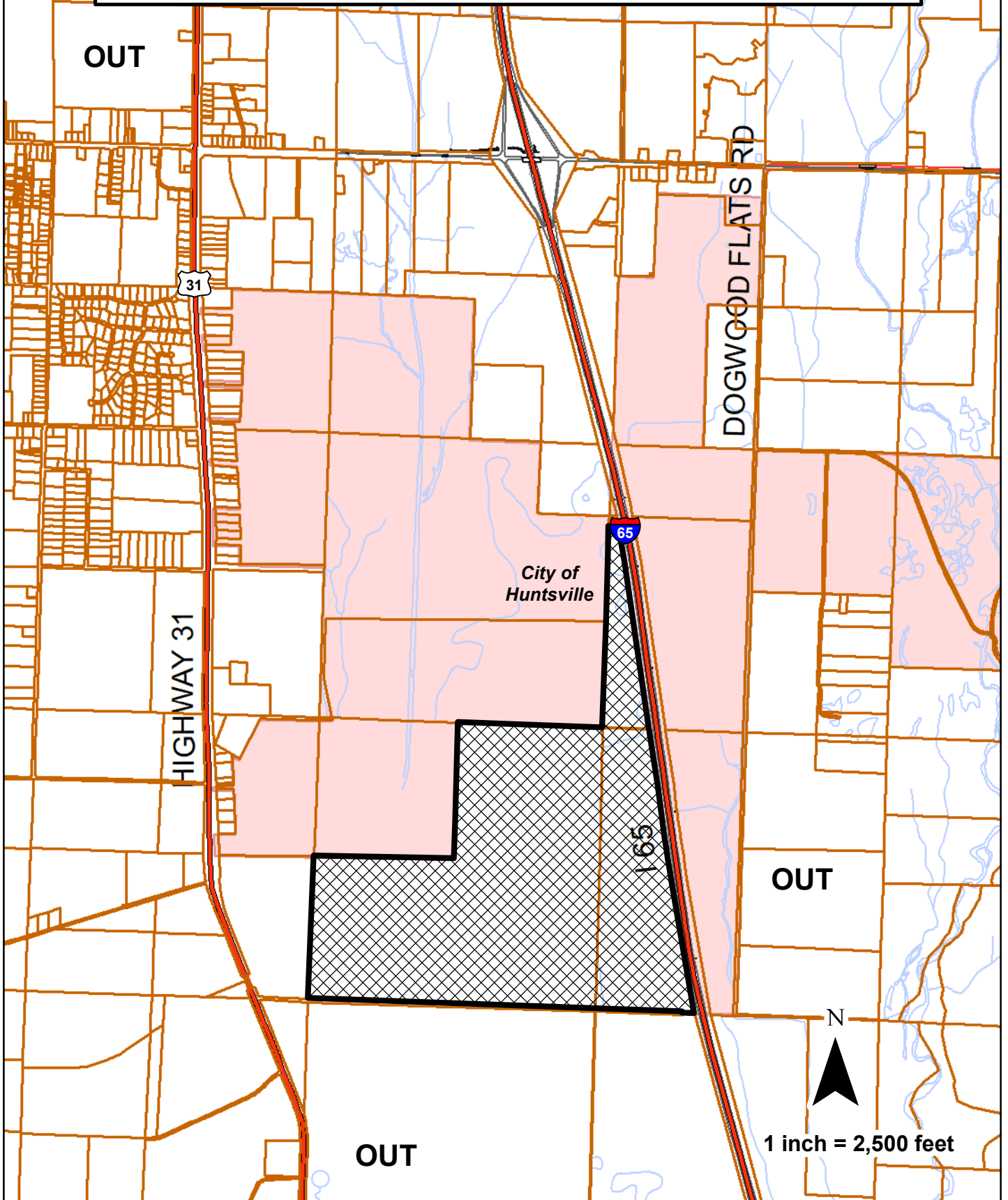
Expiration Date: July 6, 2026



Exhibit "A"  
(Legal Description of the Property)

All that part of Section 11, 14 and 15, Township 04 South, Range 04 west of the Huntsville Meridian, Limestone County, Alabama more particularly described as beginning at a point located at the Northwest corner of Section 11; thence from the point of beginning South 05 Degrees 07 Minutes 56 Seconds East 1,536.68 feet to a point; said point is further described as the Point of True Beginning; thence South 10 Degrees 18 Minutes 34 Seconds East 718.29 feet to a point; thence South 08 Degrees 16 Minutes 19 Seconds East 3,108.54 feet to a point; thence South 08 Degrees 41 Minutes 54 Seconds East 1,092.32 feet to a point; thence South 07 Degrees 11 Minutes 6 Seconds East 193.02 feet to a point; thence South 07 Degrees 25 Minutes 21 Seconds East 193.02 feet to a point; thence South 07 Degrees 39 Minutes 35 Seconds East 193.02 feet to a point; thence South 07 Degrees 53 Minutes 52 Seconds East 130.94 feet to a point; thence South 07 Degrees 53 Minutes 52 Seconds East 62.08 feet to a point; thence South 08 Degrees 8 Minutes 6 Seconds East 193.02 feet to a point; thence South 08 Degrees 22 Minutes 21 Seconds East 193.02 feet to a point; thence South 08 Degrees 36 Minutes 37 Seconds East 193.02 feet to a point; thence South 08 Degrees 50 Minutes 52 Seconds East 193.02 feet to a point; thence South 09 Degrees 06 Minutes 06 Seconds East 220.09 feet to a point; thence South 09 Degrees 46 Minutes 40 Seconds East 2,515.22 feet to a point; thence North 87 Degrees 58 Minutes 37 Seconds West 223.15 feet to a point; thence North 01 Degrees 52 Minutes 48 Seconds West 27.06 feet to a point; thence North 87 Degrees 57 Minutes 35 Seconds West 1,632.67 feet to a point; thence North 87 Degrees 57 Minutes 35 Seconds West 5,358.70 feet to a point; thence North 02 Degrees 20 Minutes 43 Seconds East 2,658.28 feet to a point; thence South 88 Degrees 58 Minutes 24 Seconds East 2,622.73 feet to a point; thence North 01 Degrees 31 Minutes 47 Seconds East 692.64 feet to a point; thence North 01 Degrees 31 Minutes 47 Seconds East 1,851.76 feet to a point; thence South 87 Degrees 46 Minutes 35 Seconds East 1,552.48 feet to a point; thence South 87 Degrees 46 Minutes 35 Seconds East 1,145.73 feet to a point; thence North 02 Degrees 05 Minutes 45 Seconds East 1,995.93 feet to a point; thence North 01 Degrees 35 Minutes 36 Seconds East 1,213.58 feet to a point; thence North 00 Degrees 44 Minutes 02 Seconds East 553.59 feet to a point; thence South 88 Degrees 20 Minutes 50 Seconds East 183.62 feet the Point of True Beginning and containing 695.35 acres more or less.

# EXHIBIT B: SANDERSON FARMS PROPERTY TO BE ANNEXED



**ANNEXATION SUMMARY: SANDERSON FARMS**

July 12, 2023

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  
Township 04 South, Range 04 West, Section 11, 14 and 15

ACREAGE: 695.35 acres

REASON FOR  
REQUEST: City Services

## **ANNEXATION GUIDELINES: SANDERSON FARMS**

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 Ann Burnett Date 7-25-2023  
*Individually and as agent for Rowe Doris Roger*

Petitioner Jessie S. Gage Date 7-26-2023  
*as agent for Judy Kay Page*