



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/12/2024

File ID: TMP-4554

Department: Planning

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to submit an application to the Alabama Historical Commission on behalf of the Huntsville Historic Preservation Commission for CLG grant funding for the National Register nomination (s), for the historically Black neighborhoods of Magnolia Terrace & Brothers Heights.

Resolution No.

Does this item need to be published? No

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

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: \$ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location:

Address: N/A

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

Additional Comments:

RESOLUTION NO. 24 - _____

BE IT RESOLVED by the City Council of Huntsville, Alabama, that the Mayor be, and is hereby authorized to submit a grant application to the Alabama Historical Commission on behalf of the Huntsville Historic Preservation Commission for CLG grant funding for the National Register nomination(s) for the historically Black neighborhoods of Magnolia Terrace & Brothers Heights, consisting of (thirty one) 31 pages attached hereto, and the date of September 12, 2024, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

BE IT FURTHER RESOLVED, in the event a grant is awarded, the Mayor of the City of Huntsville is authorized, requested, and directed, on behalf of the City of Huntsville, Alabama, to enter into such grant agreement with the Alabama Historical Commission, submit any required supporting and collateral materials, and file all reporting as required.

ADOPTED this the 12th day of September, 2024.

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

APPROVED this the 12th day of September, 2024.

Mayor of the City of Huntsville, Alabama

Title

**Magnolia Terrace & Brothers
Heights National Register
Nominations**

08/21/2024

id. 47277297

by **Katherine Stamps** in **Certified Local
Government Grant Application**

katherine.stamps@huntsvilleal.gov

Original Submission

08/21/2024

The Historic Preservation Fund grant program is structured to support local preservation efforts and to strengthen the Certified Local Government (CLG) program statewide. Only a federally designated Certified Local Government may apply for funding through this grant program. Priority will be given to applications submitted before June 1, 2024.

What is the title of your project? Magnolia Terrace & Brothers Heights National Register Nominations

Municipality Huntsville

Federal Identification Number 63-6001296

Address of Municipality 305 Fountain Circle
Huntsville
AL
35801
US
34.72866
-86.58581

PRESIDENT OR PRESIDENT
PRO TEM OF THE CITY COUNCIL
OF HUNTSVILLE, ALABAMA

DATE

County	Madison
Legislative Districts of Municipality.	Use this website: https://www.sos.alabama.gov/alabama-votes/elected-official-map
Alabama Senate	7th
Alabama House of Representatives	21st
U.S. Congressional	5th
CLG Contact	Katie Stamps
CLG contact phone number	+12566504779
CLG contact email	katherine.stamps@huntsvilleal.gov
Is the person filling out this form the CLG contact person listed above?	Yes
What is your title?	Preservation Planner
Is the Grant Project Manager different from the CLG contact person or the person filling out this form?	No
Who will handle the financial management and documentation for the project?	CLG contact person
Will any other persons not listed above be involved in the project such as consultants, volunteers, city employees, etc.?	Yes
Enter names and discuss their roles in the project.	<p>Dr. Caroline Swope - Consultant who conducted the research and survey of the neighborhoods. Will mostly likely be hired to conduct the National Register nominations.</p> <p>Dennis Madsen - Director of Long-Range Planning, City of Huntsville. Supervisor and advisor to Preservation Planner.</p> <p>Whitney Gentry - Grants Manager, City of Huntsville. Will help facilitate budget, payment and invoicing.</p>

Project Title	Magnolia Terrace & Brothers Heights National Register Nominations
In a few sentences, write a short summary of the proposed project.	<p>Conduct concurrent National Register nominations of the Magnolia Terrace and Gurley-Brothers Heights neighborhoods. Dr. Caroline Swope conducted a survey of this area in 2021, discovering two unique historic contexts for the adjacent neighborhoods of Magnolia Terrace, Gurley Additions and Brothers Heights. We believe it is more efficient to research and submit them at the same time as part of one CLG grant. It has been clear from early interviews with former residents that even though the neighborhoods abut each other, they have different dates of establishment and overall history. Additionally, residents have historically not seen them as the same neighborhood.</p> <p>The City of Huntsville GIS department has created combined and individual maps for the neighborhoods that we can provide via email.</p> <p>Magnolia Terrace 25.92 ac, 153 buildings Brothers Heights 4.09ac, 19 buildings Gurley Addition 7.42ac, 40 buildings Gurley 2nd Addition 5.39ac, 41 buildings</p>
Choose one and answer the criteria questions. AHC staff will rank applications based on your answers.	National Register nomination
This category is for nominations, multiple property nominations, or amendments to existing districts or multiple property areas where the nomination needs to be updated to comply with current standards. Applicants should contact AHC staff to discuss the National Register eligibility of the project before submitting an application.	

1. For the FY2024 grant cycle, the AHC is prioritizing two types of National Register projects. 1) projects that will identify, research, and document African American resources and/or communities with African American history and heritage; and 2) projects that will convert architectural surveys from CLG grants in prior years into National Register nominations. Explain how this project does or does not meet one or both of these priorities.

This project meets both requirements as both of the neighborhoods are historically African American and the area was surveyed in 2021 through a CLG grant.

2. Explain how this project is appropriate in relation to previous and/or future preservation activities.

With the survey and listing of Normal Historic District, Edmonton Heights Historic District and Glenwood Cemetery to the National Register, the city of Huntsville has made some progress in the documentation and recognition of places that are historically significant to its Black community. This project is a continuation of that effort.

3. Explain how this project will fill a demonstrated preservation need.

Very few places historically significant to Huntsville's Black community have been listed to the National Register. Listing Magnolia Terrace and Brothers Heights will fill that preservation need.

4. Explain how this project will provide a public benefit.

The city of Huntsville has a history of only preserving the history of its white citizens. By recognizing places connected to Huntsville's Black community, this project will bring broader attention to parts of our history that have been largely ignored in the past.

5. Explain the urgency of need to which historic places are threatened.

Programs like urban renewal resulted in the demolition and relocation of the majority of Huntsville's historically significant Black spaces, including the entirety of its Black Business District formerly located on Church Street. Its residential neighborhoods are some of the only physical structures still standing that can tell the history of Huntsville's Black community.

6. Explain how this project is an on-going, recurring, or concluding project that is beneficial to AHC programs/outreach activities.

Listing places significant to Black history to the National Register illustrates how the AHC values telling the full story of our local and state history. This project diversifies Alabama's listings to the National Register and add to the body of research we are building as a state on Black history.

7. Explain how this project is consistent with applicable preservation/professional standards and methodology.

A comprehensive survey that followed state and federal standards and methodology has been conducted by a qualified professional and reviewed by the AHC. Our qualified consultant will coordinate with city and AHC staff, doing research from the survey, to produce a National Register nominations to the required standards. and

8. Explain how the city has the administrative capability to manage the grant.

The city has a designated Preservation Planner on staff to help coordinate the project. Mr. Madsen will provide supervision and advise on any issues, while Ms. Gentry will oversee the submittal of cost reports, reimbursement forms and invoice payments.

Project Budget

In the budget spreadsheet provided below, enter the total project cost, the grant amount requested, and the matching share. Matching share should be a minimum of 40% of the total project cost. The grant funds must be matched by local, non-federal funds. The matching funds may consist of cash, indirect costs, donated labor or donated materials. At least part of the match is encouraged to be cash, and the applicant is encouraged to provide as much cash match as possible. NOTE: HPF grant funds are reimbursable grants. The grant recipient will need a cash commitment strong enough to keep the project running. Invoices for reimbursement may be submitted as often as monthly and can be paid upon approval of project work completed. Final payment amount up to 10% of the grant will be withheld pending approval by AHC staff of completed work.

CLG Project Budget

[CLG Grant Application Budget Spreadsheet.xlsx](#)

If amounts were entered for "Other," provide an explanation.

Budget Justification	<p>All major costs identified with an * in the budget spreadsheet above must be explained. Each cost item must clearly show how the total charge for that item was determined. Examples:</p> <ul style="list-style-type: none"> o Consultant fees for Historic Resources Survey of \$10,000 was budgeted at the average rate of \$50/resource with 200 resources in the defined survey area. o Construction fees for roof replacement based on quote from XYZ Firm for a project of this size. o Consultant fees for historic structures report based on the cost of XYZ's completed project that is similar in scope of product and size of historic resource. o Staff will donate approximately 20 hours of labor at their hourly rate of \$32.00. Intended duties of staff include hosting meetings with consultant, reviewing draft reports, and managing and documenting grant activities. o 5 historic preservation commission members will work approximated 10 hours each of research and documentation for the historic resources survey. At a rate of \$12/ hours, this will total to \$600 in donated labor.
Explain major costs in the budget spreadsheet	<p>Based the cost of previous National Register nominations, we estimate the primary cost of \$31,000.00 to cover fees associated with hiring a qualified consultant to conduct the National Register nominations. We also calculated this cost based on challenges the city has faced with previous National Register nominations for mid-20th century resources. The amount of research now being asked of our consultants by the Alabama National Register Review Board and National Park Service has necessitated offering more funding in order to attract qualified candidates willing to submit proposals. Our last few RFPs only resulted in one proposal submitted. Using similar data, we estimate \$4,000.00 to hire a professional photographer to produce quality images of the historic resources.</p>
Matching Share	<p>Enter the name or organization for donor if cash funds are being used for match. Enter the name or organization for source if in-kind staff hours, volunteer hours, or any other allowable in-kind source is being used for match. Enter the amount of the in-kind or cash match. The total amount will be calculated for you. NOTE regarding Indirect Costs: Only universities and governments with federally approved indirect cost rates may claim indirect costs. The current approved rate must be specified and documented. NOTE regarding Program Income: A registration fee may be charged for grant-funded workshops, seminars, or conferences. However, if a sales fee is charged for a grant-funded publication during the grant period, grant funds will be subject to recapture. Once the grant period expires, a fee may be charged.</p>

Complete the spreadsheet for Matching Share

[Source of Matching Share Spreadsheet for Submittable.xlsx](#)

<p>Explain each activity associated with the project and the estimated breakdown of payments. Assume a July 1, 2024 start date and a September 30, 2026 end date. Refer to the examples below.</p>	<p>Example 1: Training Grant (only one activity and payment) Total Grant Share Requested from AHC: \$3600 Activity 1: Staff member and commissioners will attend NAPC FORUM Payment 1: \$3600 Approximate dates: July 31 - August 4, 2024</p> <p>Example 2: Design Guidelines (multiple activities and payments) Total Grant Share Requested from AHC: \$12,000 Activity 1: Issue RFP and select consultant Payment 1: \$1000 Approximate dates: June 2024 - September 2024</p> <p>Activity 2: Outline new guidelines, conduct windshield surveys Payment 2: \$2000 Approximate time: October 2024 - December 2024</p> <p>Activity 3: Produce first draft; meet with HPC for feedback Payment 3: \$2000 Approximate dates: January - March 2025</p> <p>Activity 4: Develop final draft, hold public meeting Payment 4: \$6000 Approximate dates: April - June 2025</p> <p>Activity 5: HPC to review final draft, present to City of approval Payment 5: \$1000 Approximate dates: July - September 2025</p>
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Time-Payment-Product Schedule

TPPS Excel Sheet.xlsx

<p>Assurances</p>	<p>The Applicant hereby assures and certifies by checking the boxes beside each item below that the Applicant will comply with all applicable regulations, policies, guidelines and requirements including OMB Circular 2 CFR 200, as they relate to the application, acceptance, and use of Federal funds for this Federally-assisted project.</p>
<p>The Applicant assures and certifies with respect to the grant that: (check the box beside each number to signify willingness and ability to comply)</p>	<p>2. Civil Rights - Applicant will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal assistance and will immediately take any measures necessary to effectuate this agreement.</p> <p>1. Legal Authority - Applicant possesses legal authority to apply for the grant; that a resolution, motion or similar action has been or will be duly adopted as an official act of the applicant's governing body, authorizing the submission of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.</p> <p>8. Flood Insurance - Applicant will comply with the flood insurance purchases requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.</p> <p>7. Audit - Applicant will have an organization-wide, independent audit performed for each year in which more than \$750,000 in federal funds are expended as required under 2 CFR 200, subpart F. This audit will be performed by using the required financial and compliance audits in accordance with Single Audit Act of 1984 and will be submitted to the Federal Audit Clearinghouse following the end of the contract period.</p> <p>6. Programmatic and Financial Compliance - Applicant will comply with all requirements imposed by the Federal grantor agency concerning special</p>

requirements of law, program requirements and other administrative requirements approved in accordance with appropriate Office of Management and Budget Circular. (For units of governments): It will maintain adequate financial management systems which will be (a) in accordance with the standards specified in OMB Circular A-102, Attachment G, "Standards for Grantee Financial Management Systems", and (b) auditory in accordance with the General Accounting Office's Standards for Audit of Governmental Organizations, Programs, Activities, and Functions.

5. Access to Records - Applicant will give the grantor agency or the Comptroller General (through any authorized representative) the access to and the right to examine all records, books, papers, or documents related to the grant.

4. Conflict of Interest - Applicant will establish safeguards to prohibit employees from using their positions for purposes that are or give the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

3. Nondiscrimination - Applicant will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) as amended, prohibiting employment discrimination where (a) the primary purpose of the grant is to provide employment or (b) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity. It will comply with Section 504 of the Rehabilitation Act of 1973 as amended, Age Discrimination Act of 1975, and Drug Abuse Office and Treatment Act of 1972.

Required documentation

Certificate of compliance with the Alabama Beason-Hammon Act

[**Huntsville_Beason-Hammon_Certificate_of_Compliance.pdf**](#)

State of Alabama disclosure agreement

[**1970_001.pdf**](#)

Completed W-9 form

[**COH_W9_FORM_-_MARCH_4_2024.pdf**](#)

CERTIFICATION

The CLG certifies that anyone who authorizes the use of their signature below has read the Assurances and accept all terms and conditions set forth therein. The CLG also certifies that all information contained in this application is correct, that the matching share will be provided as indicated, and that the project will be undertaken in conformance with the Secretary of the Interior's Standards for Archaeology and Historic Preservation and all applicable state and federal guidelines and regulations.

Signatures

Enter full name of the Chairman, Historic Preservation Commission
Frank J. Nola, Jr.

Date 6/14/2024

By checking here, checked
the Chairman
authorizes the use of
his/her signature.

Enter full name of the Katherine L. Stamps
CLG Contact

Date 6/14/2024

By checking here, checked
the CLG contact
person authorizes
the use of his/her
signature.

Date

Enter full name of the Tommy Battle
CLG Chief
Administrative Officer Mayor
(optional)

Date 9/12/2024

By checking here, unchecked
the CLG Chief
Administrative Officer
authorizes the use of
his/her signature.

Clicking the 'Apply'
button below will
officially submit your
2024 CLG grant
application to the
Alabama Historical
Commission. You will
receive an
automated
confirmation email
once you submit this
form. Thank you!

If you have not completed all the required questions, Submittable will keep you on this page and prevent you from submitting until you have provided an answer for every question with a red asterisk next to it. Note that you can also click 'Save Draft' and return to this draft to complete and submit it at a later date. All you need to do is log back into your Submittable account, and you will find this draft under your 'Drafts' tab.

If you have any questions about how to use Submittable, you may contact their dedicated Support team by clicking on the 'Technical Help' button at the bottom left of this page, or you may simply click here. If you have questions about the CLG Grant specifically, please contact Paige Thomas at Paige.Thomas@ahc.alabama.gov



Company ID Number: 450938

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and City of Huntsville (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed



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by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and



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Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo



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and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer



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uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-



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Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States,



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whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with



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Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it



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determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.



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ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.



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D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



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To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer City of Huntsville	
Tenya Woods Name (Please Type or Print)	Title
Electronically Signed Signature	09/26/2011 Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed Signature	09/26/2011 Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	City of Huntsville
Company Facility Address:	308 Fountain Circle
	Huntsville, AL 35801
Company Alternate Address:	PO Box 308
	Huntsville, AL 35804
County or Parish:	MADISON
Employer Identification Number:	630600129



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North American Industry Classification Systems Code:	921
Administrator:	
Number of Employees:	1,000 to 2,499
Number of Sites Verified for:	1
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
<ul style="list-style-type: none">• ALABAMA 1 site(s)	

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Julie Oliver	Fax Number:	(256) 427 - 5240
Telephone Number:	(256) 427 - 5243		
E-mail Address:	julie.oliver@huntsvilleal.gov		
Name:	Tenya Woods	Fax Number:	(256) 427 - 5240
Telephone Number:	(256) 427 - 5246		
E-mail Address:	tenya.woods@huntsvilleal.gov		
Name:	Jill Rice	Fax Number:	(256) 427 - 5240
Telephone Number:	(256) 564 - 8040		
E-mail Address:	jill.rice@huntsvilleal.gov		
Name:	Deloise Manning	Fax Number:	(256) 427 - 5240
Telephone Number:	(256) 427 - 5241		
E-mail Address:	deloise.manning@huntsvilleal.gov		



Company ID Number: 450938

State of Alabama)
County of Madison)

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by ACT 2012-491)

DATE: 06/13/24

RE Contract/Grant/Incentive (describe by number or subject):

<u>GRANT</u>	by and between
<u>CITY OF HUNTSVILLE, AL</u>	(Contractor/Grantee) and
<u>ALABAMA HISTORICAL COMMISSION</u>	(State Agency, Department or Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of PRESERVATION PLANNER with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by ACT 2012-491) which is described herein as "the Act."

2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit.

a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, and foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.

b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

☒ (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

☐ (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, the Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;

Certified this 13 day of JUNE 2024.

CITY OF HUNTSVILLE

Name of Contractor/Grantee/Recipient

By: KATHERINE L. STAMPS

Its 

The above Certification was signed in my presence by the person whose name appears above, on this 13 day of JUNE 2024.

WITNESS:



DENNIS MADEN

Printed Name of Witness

**Request for Taxpayer
Identification Number and Certification**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. CITY OF HUNTSVILLE, ALABAMA	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see instructions) ► MUNICIPAL CORPORATION/GOVERNMENTAL ENTITY	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) <u>C</u> <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 308 FOUNTAIN CIR	Requester's name and address (optional)
6 City, state, and ZIP code HUNTSVILLE, ALABAMA 35801	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
6	3		-	6	0	0	1	2 9 6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Digitally signed by Tamara M Yancy Date: 2024.03.04 15:26:09 -06'00'	Date ► MARCH 4, 2024
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly or indirectly benefit financially from the proposed transaction. Identify the public official/public employee and State Department/Agency for which the public official/public employee work. (Attach additional sheets if necessary.)

N/A

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

N/A

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

N/A

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal.

N/A

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

Michael J. Smith Signature Date 6/25/2024

Andrew E. Henry Signature Date 6/25/2024
6/26/2028 Date Notary Expires

Article 3B of Title 41, Code of Alabama 1975 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.

Revised: 06/2013



State of Alabama

Disclosure Statement

Required by Article 38 of Title 41, Code of Alabama 1975

CITY OF HUNTSVILLE, ALABAMA - Planning Dept.

305 Fountain Circle

Huntsville, Alabama 35801 256-437-5432

TELEPHONE NUMBER

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARDS

Alabama Historical Commission

ADDRESS

488 South Perry Street

Montgomery, AL 36130

CITY STATE, ZIP

TELEPHONE NUMBER

334-242-3164

This form is provided with:

☐ Contract

☐ Proposal

☐ Request for Proposal

☐ Invitation to Bid

☒ Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☐ Yes

☒ No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT

DATE OF DISCLOSURE

AMOUNT RECEIVED

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

☒ Yes

☐ No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT

DATE GRANT AWARDED

AMOUNT OF GRANT

Alabama Historic Commission 9-1-2023 \$19,200

Alabama Historic Commission 9-1-2023 \$2,100

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly or indirectly benefit financially from the proposed transaction. Identify the State Department/Agency for which the public official/public employee works. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL OR EMPLOYEE

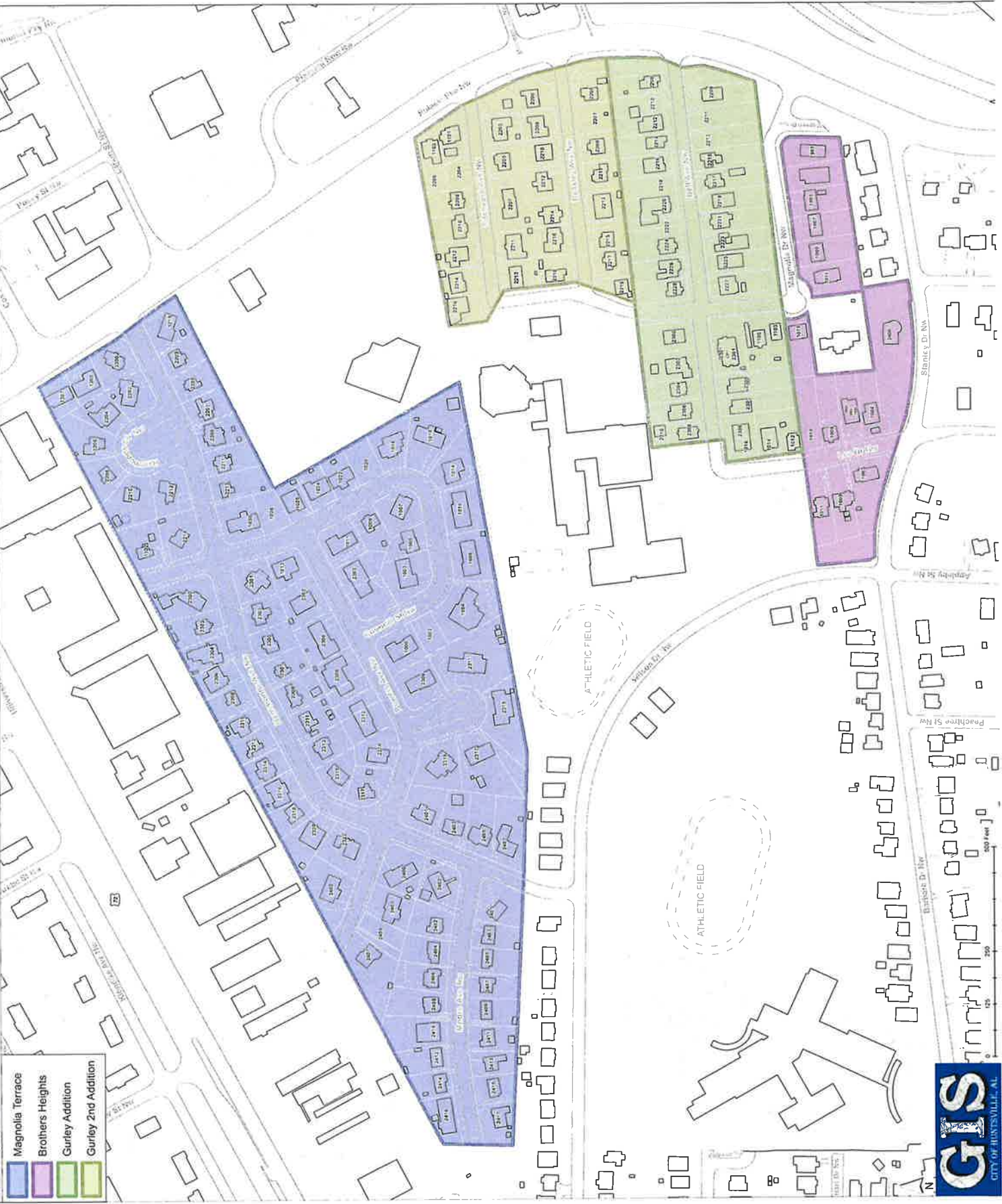
STATE DEPARTMENT/AGENCY

DATE OF DISCLOSURE

N/A

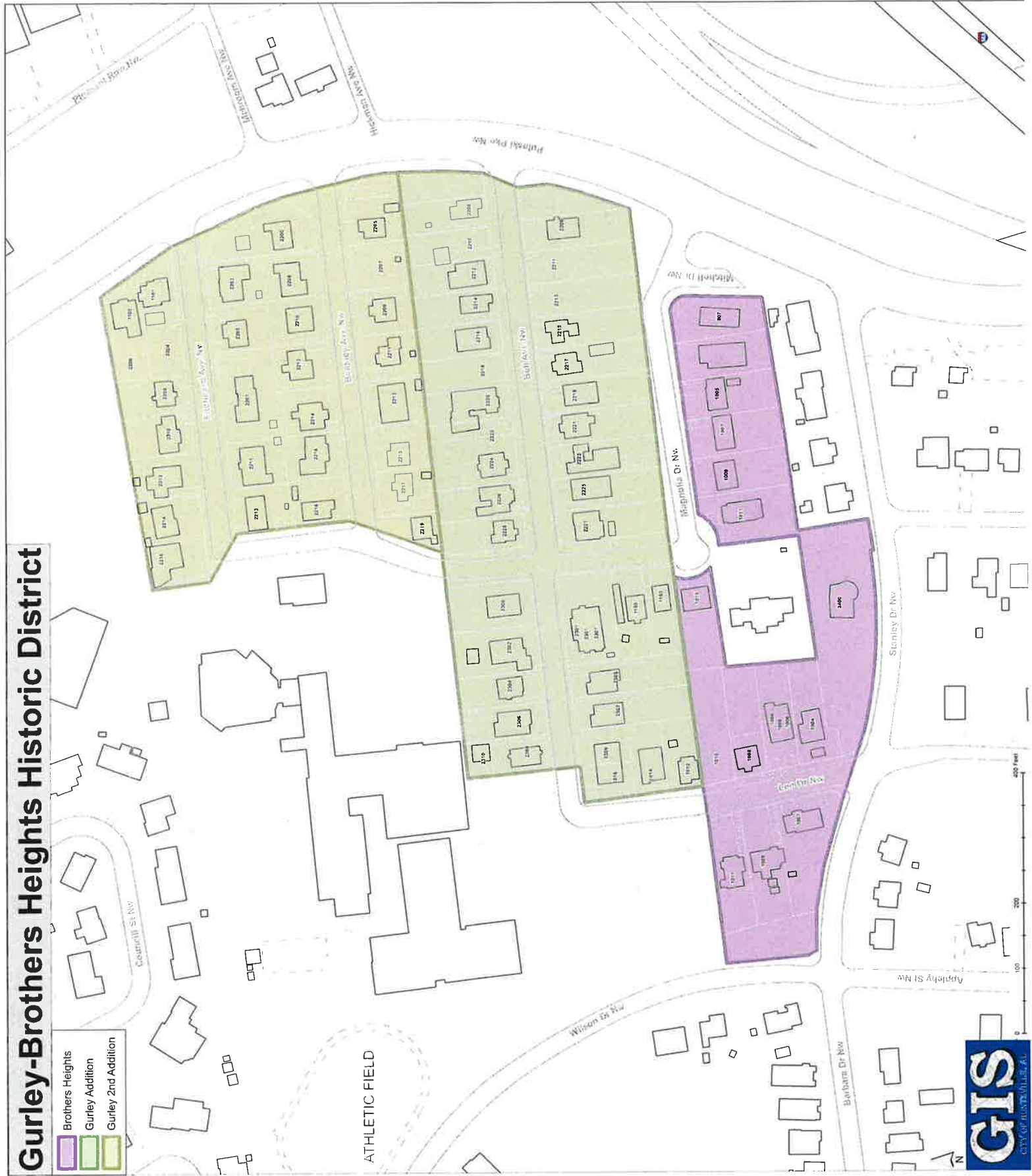
Magnolia Terrace & Gurley-Brothers Heights Historic Districts

- Magnolia Terrace
- Brothers Heights
- Gurley Addition
- Gurley 2nd Addition



Gurley-Brothers Heights Historic District

- Brothers Heights
- Gurley Addition
- Gurley 2nd Addition



ATHLETIC FIELD

GLS
CITY OF HUNTSVILLE, AL