John Meredith, Council President
Jennie Robinson, Councilmember
Bill Kling, Councilmember
Frances Akridge, Councilmember
Devyn Keith, Councilmember

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

CITY COUNCIL CHAMBERS **5:30 PM** **Thursday, October 27, 2022**

REGULAR MEETING OF THE CITY COUNCIL

CALL TO ORDER

1. INVOCATION

Offered by: Dr. Sonny Hatcher, Chaplain with Huntsville Public Safety Chaplains

2. PLEDGE OF ALLEGIANCE

Led by: Council Member Jennie Robinson

3. APPROVAL OF THE AGENDA

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

a. **2022-0915** Minutes of the Special Session of the City of Huntsville held August 26, 2022. (Minutes Received)

Sponsors: Clerk-Treasurer

b. **2022-0916** Minutes of the Special Session of the City of Huntsville held September 26, 2022. (Minutes Received)

Sponsors: Clerk-Treasurer

c. **2022-0917** Minutes of Regular Meeting of the City Council held October 13, 2022. (Minutes Received)

Sponsors: Clerk-Treasurer

5. MAYOR: SPECIAL RECOGNITIONS

6. COUNCIL: SPECIAL RECOGNITIONS AND RESOLUTIONS

Special Recognitions

a. **2022-0918** Presentation honoring the Huntsville Police Department's Peer Support System for faithfully offering support and resources to reduce risks to Officers' well-being and to improve job satisfaction and service to the community.

Sponsors: Akridge

Resolutions for Approval and Presentation

b. **2022-0919** Resolution honoring the Mayfair Church of Christ for their ongoing commitment to the Urban Tree Canopy and well-being of the Community.
Resolution No.

Sponsors: Akridge

Resolutions for Approval Only

7. ANNOUNCEMENTS AND PRESENTATIONS

8. MATTERS WITH OUTSIDE LEGAL REPRESENTATIVE

9. PUBLIC HEARINGS TO BE HELD

a. **2022-0920** Public hearing in order to hear, consider, and act upon all objections or protests, if any, for removal of a nuisance at 235 Victory Ln NE, Huntsville, AL.; and consideration of a Resolution ordering abatement of said nuisance located at 235 Victory Ln NE, Huntsville, AL. (Set October 13, 2022, Regular Council Meeting)
Resolution No. 22-849

Sponsors: Community Development

Attachments: 235 Victory Ln NE - ABATEMENT OF PUBLIC NUISANCE 10272022.pdf

b. **2022-0745** Public hearing on the rezoning of 71.55 acres of land lying on the south of Martin Luther King, Jr. Hwy and east and west of Pulaski Pike from Planned Industrial District to Highway Business C-4 District and Residence 2 District; and consideration of Ordinance 22-669, pertaining to the same. (Set September 8, 2022, Regular Council Meeting)
Ordinance No. 22-669

Sponsors: Planning

Attachments: Bragg Stanley Rezoning

c. **2022-0746** Public hearing on the zoning of 12.60 acres of land lying on the west of Research Park Blvd and north of Old Monrovia Rd. to Highway Business C-4 District; and consideration of Ordinance No. 22-671,pertaining to the same. (Set September 8, 2022, Regular Council Meeting)
Ordinance No. 22-671

Sponsors: Planning

Attachments: Langford Zoning

d. **2022-0747** Public hearing on the zoning of 0.84 acres of land lying on the west of McMullen Rd. and north of Mountain Preserve Blvd. to Residence 2 District; and consideration of Ordinance No. 22-673, pertaining to the same. (Set September 8, 2022, Regular Council Meeting)
Ordinance No. 22-673

Sponsors: Planning

Attachments: Crystal Creek Zoning

e. **2022-0748** Public hearing on the rezoning of 2.34 acres of land lying on the southwest of Brinell Rd. and northwest of Haysland Rd from Residence 2 District to Residence 2-B District; and consideration of Ordinance No. 22-675 pertaining to the same. (Set September 8, 2022, Regular Council Meeting)
Ordinance No. 22-675

Sponsors: Planning

Attachments: The Park at Hays Farm Rezoning

f. **2022-0749** Public hearing on the rezoning of 6.03 acres of land lying on the west of Memorial Pkwy SW and north of Southpark Blvd. from Light Industry District to Residence 2 District and Highway Business C-4 District; and consideration of Ordinance No. 22-677 pertaining to the same. (Set September 8, 2022, Regular Council Meeting)
Ordinance No. 22-677

Sponsors: Planning

Attachments: Norwood Estates Rezoning

g. **2022-0750** Public hearing on the rezoning of 2.47 acres of land lying on the west of US Hwy 231/431 and north of Countess Rd from Residence 2 District to Highway Business C-4 District; and consideration of Ordinance No. 22-679, pertaining to the same. (Set September 8, 2022, Regular Council Meeting)
Ordinance No. 22-679

Sponsors: Planning

Attachments: Northern Hills Rezoning

h. **2022-0751** Public hearing on the rezoning of 153.00 acres of land lying on the south of Hwy 72 West and west of Holladay Blvd. from Highway Business C-4 District to Residence 2 District; and consideration of Ordinance No. 22-681, pertaining to the same. (Set September 8, 2022, Regular Council Meeting)
Ordinance No. 22-681

Sponsors: Planning

Attachments: Hwy 72 W Rezoning

i. **2022-0914** Public hearing on amending the approved General Development Plan of Crown Creek Planned Development - Housing District, LUI 56, to revise the secondary front yard setback requirement; and consideration of Ordinance No. 22-683, pertaining to the same. (Set September 8, 2022, Regular Council Meeting)
Ordinance No. 22-683

Sponsors: Planning

Attachments: Crown Creek PDH Amendment 08-2022

j. **2022-0753** Public hearing on amending Zoning Ordinance Article 24 - Highway Business C-4 District Regulations, Subsection 24.2.1 - Multiple Family Dwellings and Subsection 24.2.5 - Multiple Family Dwelling within Opportunity Zones, and Article 73 - Supplementary Regulations and Modifications, Section 73.13 - Multiple Family Dwellings (Apartment Buildings), to add that the Maximum number of structures shall be limited to four (4) structures per acre; and consideration of Ordinance No. 22-685, pertaining to the same. (Set September 8, 2022, Regular Council Meeting)
Ordinance No. 22-685

Sponsors: Planning

Attachments: Apartment Structure Density ZO Amend

k. **2022-0754** Public hearing on the vacation of an alleyway in the Pierre Addition to Viduta and Nolen Avenue. (Set September 8, 2022, Regular Council Meeting)

Sponsors: Planning

Attachments: Viduta ROW Vac setting public hearing complete.pdf
Viduta ROW Vac ord Complete.pdf

l. **2022-0755** Public hearing on the vacation of a right-of-way for Lot 20 in the Wakefield Subdivision. (Set September 8, 2022, Regular Council Meeting)

Sponsors: Planning

Attachments: Johnson ROW Setting Public Hearing.pdf
Johnson ROW Vacation Complete.pdf

m. **2022-0825** Public Hearing on the vacation of a right-of-way in MidCity Subdivision Phase 6, along MidCity Drive. (Set September 22, 2022, Regular Council Meeting)

Sponsors: Legal

Attachments: MidCity ROW Vacation Complete.pdf

10. PUBLIC HEARINGS TO BE SET

a. **2022-0921** Resolution to set a public hearing on the vacation of a right-of-way in Old Town Subdivision, along Clinton Avenue and Monroe Street; and introduction of a Resolution consenting to, and introduction of an Ordinance vacating the right-of-way pertaining to the same. (Set December 1, 2022, Regular Council Meeting)
Resolution No. 22-850
Resolution No. 22-851
Ordinance No. 22-852

Sponsors: Planning

Attachments: Old Town ROW Vacation Complete.pdf

11. AGENDA RELATED PUBLIC COMMENTS

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

12. MAYOR COMMENTS

13. COUNCILMEMBER COMMENTS

Councilmember Bill Kling

Councilmember Devyn Keith

Councilmember Frances Akridge

Councilmember Jennie Robinson

Councilmember John Meredith

14. FINANCE COMMITTEE REPORT

a. **2022-0922** Resolution authorizing expenditures for payment.
Resolution No. 22-853

Sponsors: Finance Committee

Attachments: Expenditures - Complete

15. BOARD APPOINTMENTS TO BE VOTED ON

a. **2022-0874** Resolution appointing Kelsey Smith to the Huntsville Ice Skating Complex Board of Control, Position 5, to the seat previously held by Jan Davis for a three (3) year term to expire November 21, 2025. (Nominated October 13, 2022, Regular Council Meeting)
Resolution No. 22-854

Sponsors: Robinson

Attachments: K. Smith Appointment Ice Skating Complex

b. **2022-0875** Resolution appointing Thomas Holliday to the Huntsville Ice Skating Complex Board of Control, Position 1, to the seat previously held by Dr. Tyler Kirby for a three (3) year term to expire November 21, 2025. (Nominated October 13, 2022, Regular Council Meeting)
Resolution No. 22-855

Sponsors: Keith

c. **2022-0913** Resolution appointing Richard Godwin to the Community Development Citizens Advisory Council, Place 12, to fill a vacancy due to the resignation of Thomas McAdams for the remainder of a vacant three (3) year term to expire April 14, 2023. (Nominated October 13, 2022, Regular Council Meeting)
Resolution No. 22-856

Sponsors: Kling

16. BOARD APPOINTMENT NOMINATIONS

a. **2022-0923** Nomination to appoint Tom Estes to the Huntsville Tennis Center Board of Control, Place 4, to the seat previously held by Scott Harriman for a three (3) year term to expire November 28, 2025.

Sponsors: Kling

17. HUNTSVILLE UTILITIES ITEMS

a. **2022-0924** Resolution authorizing the Mayor to enter into an agreement between The Marshall County Gas District, a Corporation, hereinafter referred to as (DISTRICT) and City of Huntsville (Utilities: Gas).
Resolution No. 22-857

Sponsors: Huntsville Utilities

Attachments: CC Marshall County.Presentation 102622

18. LEGAL DEPARTMENT ITEMS/TRANSACTIONS

Vacation of Easements

Vacation of Rights-of-Way

a. **2022-0925** Resolution consenting to the vacation of an alleyway in the Pierre Addition to Viduta and Nolen Avenue. (Introduced September 8, 2022, Regular Council Meeting)
Resolution No. 22-687

Sponsors: Planning

Attachments: Viduta ROW res after Public Hearing.pdf

b. **2022-0926** Ordinance vacating the alleyway in the Pierre Addition to Viduta and Nolen Avenue. (Introduced September 8, 2022, Regular Council Meeting)
Ordinance No. 22-688

Attachments: Viduta ROW Ord.pdf

c. **2022-0927** Resolution consenting to the vacation of a right-of-way for Lot 20 in the Wakefield Subdivision. (Introduced September 8, 2022, Regular Council Meeting)
Resolution No. 22-690

Sponsors: Planning

Attachments: Johnson Consenting Res.pdf

d. **2022-0928** Ordinance vacating a right-of-way for Lot 20 in the Wakefield Subdivision. (Introduced September 8, 2022, Regular Council Meeting)
Ordinance No. 22-691

Attachments: Johnson ROW Ord.pdf

e. **2022-0929** Resolution consenting to the vacation of a right-of-way in MidCity Subdivision Phase 6, along MidCity Drive. (Set September 22, 2022, Regular Council Meeting.
Resolution No. 22-747

Sponsors: Planning

Attachments: MidCity ROW Consenting.pdf

f. **2022-0930** Ordinance vacating a right-of-way in MidCity Subdivision Phase 6, along MidCity Drive. (set September 22, 2022, Regular Council Meeting.
Ordinance No. 22-748

Attachments: MidCity ROW Ord.pdf

Deeds of Acceptance

19. UNFINISHED BUSINESS ITEMS FOR ACTION

a. **2022-0910** Ordinance to dedicate certain property adjacent to the Huntsville Police Department Shooting Range as a Utility and Drainage Easement for cellular service. (Introduced October 13, 2022, Regular Council Meeting)
Ordinance No. 22-845

Sponsors: ITS

Attachments: Shooting Range ease Dedication Complete.pdf

b. **2022-0911** Ordinance authorizing the operation of medical cannabis dispensing sites in the city limits.
Ordinance No. 22-846

Sponsors: Administration

Attachments: Medical Cannabis 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. **2022-0931** Resolution authorizing travel expenses.
Resolution No. 22-858

Sponsors: Finance

Attachments: Travel Compete

b. **2022-0932** Resolution authorizing the acceptance of donations.
Resolution No. 22-859

Sponsors: Finance

Attachments: Donations-Complete

c. **2022-0933** Ordinance amending Budget Ordinance No. 22-736, by changing appropriated funding for various departments and funds.
Ordinance No. 22-860

Sponsors: Finance

Attachments: Budget Amendment Complete

d. **2022-0934** Resolution authorizing the Mayor to enter into agreements with the low bidders meeting specifications as outlined in the attached Summary of Bids for Acceptance.
Resolution No. 22-861

Sponsors: Finance

Attachments: Procurement Complete
Procurement Summary

e. **2022-0935** Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and the lowest responsible bidder, SJ&L General Contractors, LLC for the provision of services for the Resurfacing of Residential Streets FY2023 Phase 1 project.
Resolution No. 22-862

Sponsors: Public Works

Attachments: SJ & L General Contractors, LLC-Complete

f. **2022-0936** Resolution authorizing the Mayor to enter into a Landlord's Consent to Encumber and Estoppel Certificate among the City of Huntsville, Pinnacle Bank, and High Point Huntsville, LLC.
Resolution No. 22-863

Sponsors: Urban Development

Attachments: High Point Estoppel Complete.pdf

g. **2022-0937** Resolution authorizing the Mayor to enter into a Joint Funding Agreement between the City of Huntsville and the U.S. Geological Survey for Water Resource Investigations.
Resolution No. 22-864

Sponsors: Engineering

Attachments: US Geological Survey Joint Funding Agrmt complete.pdf

h. **2022-0938** Resolution authorizing the Mayor to enter into a contract between the City of Huntsville and the low bidder, Lambert Contracting, L.L.C., for Governors Drive Median Landscaping & Pedestrian Improvements (Mill Creek Action Activity), Base Bid and Option #1, Project No. 71-22-SP27.
Resolution No. 22-865

Sponsors: Engineering

Attachments: Lambert Governors Drive Median Landscaping & Pedestrian Improvements (Mill Creek Action Activity) complet.pdf

i. **2022-0939** Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and the State of Alabama Department of Transportation for Grading and/or Landscaping on Right-of-Way for Governors Drive Median Landscaping & Pedestrian Improvements (Mill Creek Action Activity).
Resolution No. 22-866

Sponsors: Engineering

Attachments: ALDOT Grading andor Landscaping on ROW for Governors Drive Median Landscaping & Pedestrian Improvements (Mill Creek Acti Activity) complete.pdf

j. **2022-0940** Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and the State of Alabama Department of Transportation for The Accommodation of Utility Facilities on Public Right-of-Way for Governors Drive Median Landscaping & Pedestrian Improvements (Mill Creek Action Activity).
Resolution No. 22-867

Sponsors: Engineering

Attachments: ALDOT The Accommodation of Utility Facilities on Public Right- for Governors Drive Median Landscaping & Pedestrian Improveme (Mill Creek Action Activity) complete.pdf

k. **2022-0941** Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and the State of Alabama Department of Transportation for The Cooperative Maintenance of Public Right-of-Way for Governors Drive Median Landscaping & Pedestrian Improvements (Mill Creek Action Activity).
Resolution No. 22-868

Sponsors: Engineering

Attachments: ALDOT The Cooperative Maintenance of Public ROW for Govern Drive Median Landscaping & Pedestrian Improvements (Mill Cree Action Activity) complet.pdf

l. **2022-0942** Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and GTEC Corporation for engineering services for the Raymond Jones Community Center.
Resolution No. 22-869

Sponsors: General Services

Attachments: COMPLETE-GTEC-RaymondJonesCMT-Engineer Contract.pdf

m. **2022-0943** Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and William M. Boehme and Associates for architectural services for the John Hunt Park Recreation Center.
Resolution No. 22-870

Sponsors: General Services

Attachments: Complete-JHPRecCenter.pdf

n. **2022-0944** Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and KPS Group for architectural services for Sandra Moon Phase 4.
Resolution No. 22-871

Sponsors: General Services

Attachments: Complete KPS-SandraMoon4.pdf

o. **2022-0945** Resolution authorizing the Mayor to enter into a Limited Standard Agreement between the City of Huntsville and Barge Design Solutions, Inc. for the Big Spring Park Retaining Wall Evaluation.
Resolution No. 22-872

Sponsors: General Services

Attachments: Complete-BW Engineer Contract.pdf

p. **2022-0946** Resolution authorizing the Mayor to enter into a Memorandum of Understanding between the North Alabama Drug Task Force, the Alabama Law Enforcement Agency, the Madison County District Attorney, the Madison County Sheriff's Department, the City of Madison, the Federal Bureau of Investigation, and the City of Huntsville.
Resolution No. 22-873

Sponsors: Police

Attachments: NADTF MOU Complete.pdf

q. **2022-0947** Resolution authorizing the Mayor to execute Modification No. 3 to the Agreement between the City of Huntsville, Alabama and First Stop, Inc. for the use of CDBG-CV funds.
Resolution No. 22-874

Sponsors: Community Development

Attachments: First Stop CDBG-CV Mod 3 complete

r. 2022-0948 Resolution authorizing the Mayor to enter into an agreement with the Alabama Historical Commission identified as: Federal Subgrant Agreement; United States Department of Interior National Park Service; Program Title: Historic Preservation Fund Grants-in-aid; CFDA Number 15.904; Grant Number AL-22-10020 regarding the Whitesburg Estates National Register Nomination
Resolution No. 22-875

Sponsors: Planning

Attachments: Whitesburg Estates National Register Nomination Agreement

s. 2022-0949 Resolution authorizing the Mayor to enter into a grant agreement with the Alabama Historical Commission identified as: Federal Subgrant Agreement; United States Department of Interior National Park Service; Program Title: Historic Preservation Fund Grants-in-aid; CFDA Number 15.904; Grant Number AL-22-10019 regarding the Survey of Terry Heights Phase 1
Resolution No. 22-876

Sponsors: Planning

Attachments: Terry Heights Phase 1 Survey Grant Agreement

t. 2022-0950 Resolution authorizing City Attorney to settle the case of Vanessa Davis v. City of Huntsville (47-CV-2022-900146.00)
Resolution No. 22-877

Sponsors: Legal

Attachments: Davis Settlement.pdf

u. 2022-0951 Resolution authorizing City Attorney to settle the case of Donald Felix Vann (Civil Case No. 47-CV-2021-901268.00)
Resolution No. 22-878

Sponsors: Legal

Attachments: Vann Settlement.pdf

v. 2022-0952 Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Odessa Sales-Robinson.
Resolution No. 22-879

Sponsors: Engineering

Attachments: Odessa Sales-Robinson Special Contract complete.docx.pdf

w. 2022-0953 Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Dennis Thompson (Traffic Engineering).
Resolution No. 22-880

Sponsors: Traffic Engineering

x. 2022-0954 Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Jon Hoffman (Traffic Engineering). Resolution No. 22-881

Sponsors: Traffic Engineering

Attachments: Complete Item

y. 2022-0957 Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Hyland Software, Inc. for the Hyland OnBase software upgrade. Resolution No. 22-883

Sponsors: ITS

Attachments: Hyland Complete.pdf

21. NEW BUSINESS ITEMS FOR INTRODUCTION

a. 2022-0955 Introduction of an Ordinance declaring certain property surplus and to be disposed of per Agreement with Managed Asset Recovery Services. Ordinance No. 22-882

Sponsors: ITS

Attachments: Complete Disposal ITS MARS11-10-22.pdf

22. SECOND ROSTER PUBLIC COMMENTS

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

23. ADJOURNMENT

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Changes to a City Council agenda may be necessary prior to the City Council meeting. Such changes may not be included on the City Council agenda on this website. Also, the City Council may elect to amend, delete, add or continue business matters during the City Council meeting.

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308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** 2022-0915

Department: Clerk-Treasurer

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

Minutes of the Special Session of the City of Huntsville held August 26, 2022.

Finance Information:

Account Number: N/A

City Cost Amount: $ N/A

Total Cost: $ N/A

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location:

Address: **N/A**

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

Additional Comments:

Canvassing the returns of the City of Huntsville Municipal Election held August 23, 2022.

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** 2022-0916

Department: Clerk-Treasurer

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

Minutes of the Special Session of the City of Huntsville held September 26, 2022.

Finance Information:

Account Number: N/A

City Cost Amount: $ N/A

Total Cost: $ N/A

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location:

Address: N/A

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

Additional Comments:

Canvassing of the votes of the City of Huntsville Municipal Run-off Election held September 20, 2022.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** 2022-0917

Department: Clerk-Treasurer

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

Minutes of Regular Meeting of the City Council held October 13, 2022. (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:

Address: **N/A**

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

Additional Comments:

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** 2022-0918

Department: City Council

Subject: **Type of Action:** Presentation

Presentation honoring the Huntsville Police Department's Peer Support System for faithfully offering support and resources to reduce risks to Officers' well-being and to improve job satisfaction and service to the community.

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:

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

Additional Comments:

N/A

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** 2022-0919

Department: City Council

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

Resolution honoring the Mayfair Church of Christ for their ongoing commitment to the Urban Tree Canopy and well-being of the Community.

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:

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
N/A

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** 2022-0920

Department: Community Development

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

Public hearing in order to hear, consider, and act upon all objections or protests, if any, for removal of a nuisance at 235 Victory Ln NE, Huntsville, AL.; and consideration Resolution ordering abatement of said nuisance located at 235 Victory Ln NE, Huntsville, AL. (Set October 13, 2022, Regular Council Meeting)

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location:

Address: 235 Victory Ln, NE
District: District 1 ☒ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
Public hearing to consider any objections of a junk and debris nuisance located at 235 Victory Ln NE and Resolution to abate said nuisance.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** TMP-2205

Department: Community Development

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

Public hearing in order to hear, consider, and act upon all objections or protests, if any, for removal of a nuisance at 235 Victory Ln NE, Huntsville, AL.; and consideration Resolution ordering abatement of said nuisance located at 235 Victory Ln NE, Huntsville, AL. (Set October 13, 2022, Regular Council Meeting)

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location:

Address: 235 Victory Ln, NE

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

Additional Comments:

Public hearing to consider any objections of a junk and debris nuisance located at 235 Victory Ln NE and Resolution to abate said nuisance.

RESOLUTION NO. 22-_____

WHEREAS, the City Council on 10/13/2022, adopted Resolution No. 22-803 declaring the conditions existing upon and/or in front of the property at 235 Victory Ln NE, more particularly described as follows to-wit: LOT 15 BLOCK H EDMONTON HEIGHTS PART A, in the City of , Alabama, a public nuisance due to the existence of the accumulation of junk and debris; and

WHEREAS, a notice to remove said public nuisance was posted on said property advising that a meeting of the City Council would be held at 5:30 pm, on the 27th day of October, 2022; and

WHEREAS, the this being the time and place establishing for said hearing of any objections to the proposed removal of said public nuisance and such objections having been heard and given due consideration.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Huntsville, Alabama ("City Council") as follows:

1. After hearing all objections to the proposed removal of said public nuisance, said objections are hereby overruled.

2. That the abatement of said public nuisance is hereby ordered by the removal of the accumulation of junk and debris.

3. That Scott Erwin, Manager of Community Development of the City of Huntsville, is hereby authorized, requested, and directed to abate said nuisance as aforesaid, keeping the account of the cost of abating said nuisance.

4. That the Manager of Community Development of the City of Huntsville, Alabama, is hereby authorized to take all lawful and necessary actions, including, but not limited to, the filing of a civil suit, to accomplish the foregoing.

ADOPTED this the 27th day of October, 2022.

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

APPROVED this the 27th day of October, 2022.

_____
Mayor
of the City of Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** 2022-0745

Department: Planning

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

Resolution to set a public hearing on the rezoning of 71.55 acres of land lying on the south of Martin Luther King, Jr. Hwy., and east and west of Pulaski Pike from Light Industry District to Highway Business C-4 District and Residence 2 District; and the introduction of an Ordinance pertaining to the same. (Set October 27, 2022 Regular Council Meeting)

Resolution No.

Ordinance No.

Finance Information:

Account Number: n/a

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 0

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location:

Address: n/a
District: District 1 ☒ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
Recommended by Planning Commission

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/8/2022 **File ID:** TMP-2054

Department: Planning

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

Resolution to set a public hearing on the rezoning of 71.55 acres of land lying on the south of Martin Luther King, Jr. Hwy., and east and west of Pulaski Pike from Light Industry District to Highway Business C-4 District and Residence 2 District; and the introduction of an Ordinance pertaining to the same. (Set October 27, 2022 Regular Council Meeting)

Resolution No.

Ordinance No.

Finance Information:

Account Number: n/a

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 0

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location:

Address: n/a
District: District 1 ☒ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
Recommended by Planning Commission

RESOLUTION NO. 22-_____

WHEREAS, the Planning Commission of the City of Huntsville, Alabama, has given consideration to an amendment to the Zoning Ordinance, a synopsis of said amendment being as follows:

(1) The rezoning of certain lands lying on the south of Martin Luther King, Jr. Hwy., and east and west of Pulaski Pike from Planned Industrial District to Highway Business C-4 District and Residence 2 District.

(2) The first publication of this resolution, this synopsis, and the ordinance hereinafter set out at length shall be in the Huntsville Times on the 25th day of September, 2022, and the second publication shall be one week thereafter on the 2nd day of October, 2022, both of which publications shall be at least 15 days in advance of the date of the public hearing hereinafter referred to.

WHEREAS, it is the judgement and opinion of the City Council of the City of Huntsville, Alabama, that consideration should be given to the adoption of an amendment to the Zoning Ordinance of the City of Huntsville, Alabama, in accordance with said request;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, as follows:

1. That the City Council of the City of Huntsville, Alabama, shall meet at 5:30 p.m. on the 27th day of October, 2022, in the Council Chambers of the City of Huntsville Administration Building at 308 Fountain Circle in the City of Huntsville, Alabama, for the purpose of holding a public hearing at which time and place all persons, parties in interest and cities who desire, shall have an opportunity to be heard in opposition to or in favor of said Ordinance No. 22-____, which is introduced by the City Council of the City of Huntsville on the 8th day of September, 2022, amending the Zoning Ordinance of the City of Huntsville, Alabama.

2. That the proposed amendment to the Zoning Ordinance of the City of Huntsville, Alabama, is substantially in words and figures as follows:

ORDINANCE NO. 22-_____

AN ORDINANCE TO AMEND THE ZONING ORDINANCES OF THE CITY OF HUNTSVILLE, ALABAMA

The public welfare requiring it, and under authority granted by Section 11-52-78 of the 1975 Code of Alabama, **BE IT ORDAINED** by the City Council for the City of Huntsville, Alabama, as follows:

1. That the following area, land lying on the south of Martin Luther King, Jr. Hwy., and east and west of Pulaski Pike, which area is now shown and classified on the Official Zoning Maps of the City of Huntsville, Alabama, Planned Industrial District, shall be shown and classified on the Official Zoning Maps of the City of Huntsville, Alabama, as Highway Business C-4 District, in the Zoning Ordinances of the City of Huntsville, Alabama, said property being particularly described as follows:

All that part of the Southeast quarter of Section 32, Township 2 South, Range 1 West of the Huntsville Meridian, Madison County, Alabama, particularly described as commencing at a masonry nail found being purported as the Southeast corner of said Section 32; thence North 01 Degrees 49 Minutes 58 Seconds East 957.15 feet to the Point of Beginning of the tract herein described; thence from the Point of Beginning, North 89 Degrees 39 Minutes 07 Seconds West, 420.37 feet to a point of curvature; thence along a curve to the right, having a radius of 900.00 feet, a chord bearing and distance Of North 69 Degrees 44 Minutes 01 Seconds West, 605.52 feet to a point; thence North 50 Degrees 04 Minutes 33 Seconds West, 510.62 feet to a point on the east right-of-way margin of Dr. Martin Luther King, Jr. Highway; thence along the said east right-of-way margin, along a curve to the right, having a radius of 2715.00 feet, a chord bearing and distance of North 44 Degrees 01 Minutes 45 Seconds East, 388.72 feet to a point; thence leaving the said east right-of-way margin, South 89 Degrees 15 Minutes 04 Seconds East, 1,118.47 feet to a point; thence South 00 Degrees 36 Minutes 31 Seconds West, 804.91 feet to the Point of Beginning and containing 20.72 acres, more or less.

INCLUDING

All that part of the Southwest Quarter Of Section 33, Township 2 South, Range 1 West of the Huntsville Meridian, Madison County, Alabama, particularly described as commencing at the center of Section 33, thence South 00 Degrees 35 Minutes 30 Seconds West, 879.95 feet to a 1/2 inch rebar found; thence North 89 Degrees 01 Minutes 02 Seconds West, 1,739.74 feet to the Point of Beginning of the tract herein described; Thence from the Point of Beginning, South 00 Degrees 14 Minutes 53 Seconds West, 916.55 feet to a point; Thence North 84 Degrees 41 Minutes 25 Seconds West, 925.56 feet to a point in Pulaski Pike on the west boundary of said Section 33; Thence along the said west boundary, North 00

Degrees 36 Minutes 31 Seconds East, 846.67 feet to a point in said Pulaski Pike; Thence leaving said Pulaski Pike, South 89 Degrees 01 Minute 02 Seconds East, 916.70 feet to the Point of Beginning and containing 18.61 acres, more or less.

2. That the following area, land lying on the south of Martin Luther King, Jr. Hwy., and east and west of Pulaski Pike, which area is now shown and classified on the Official Zoning Maps of the City of Huntsville, Alabama, Planned Industrial 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 the Southwest quarter of Section 33, Township 2 South, Range 1 West of the Huntsville Meridian, Madison County, Alabama, particularly described as commencing at the center of Section 33, Thence South 00 Degrees 35 Minutes 30 Seconds West, 879.95 feet to a 1/2 inch rebar found at the Point of Beginning of the tract herein described; Thence from the Point of Beginning, South 00 Degrees 05 Minutes 41 Seconds East, 472.77 feet to a 3/4 inch rebar found; Thence North 88 Degrees 54 Minutes 04 Seconds West, 521.06 feet to a 1/2 inch iron pipe found; Thence South 07 Degrees 25 Minutes 31 Seconds West, 536.67 feet to a 3/4 inch rebar found; Thence North 84 Degrees 41 Minutes 25 Seconds West, 1159.02 feet to a point; Thence North 00 Degrees 14 Minutes 53 Seconds East, 916.55 feet to a point; Thence South 89 Degrees 01 Minute 02 Seconds East, 1,739.74 feet to the Point of Beginning and containing 32.22 acres, more or less.

3. 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.

4. This ordinance shall take effect from and after the date of publication.

ADOPTED this the _____ day of _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

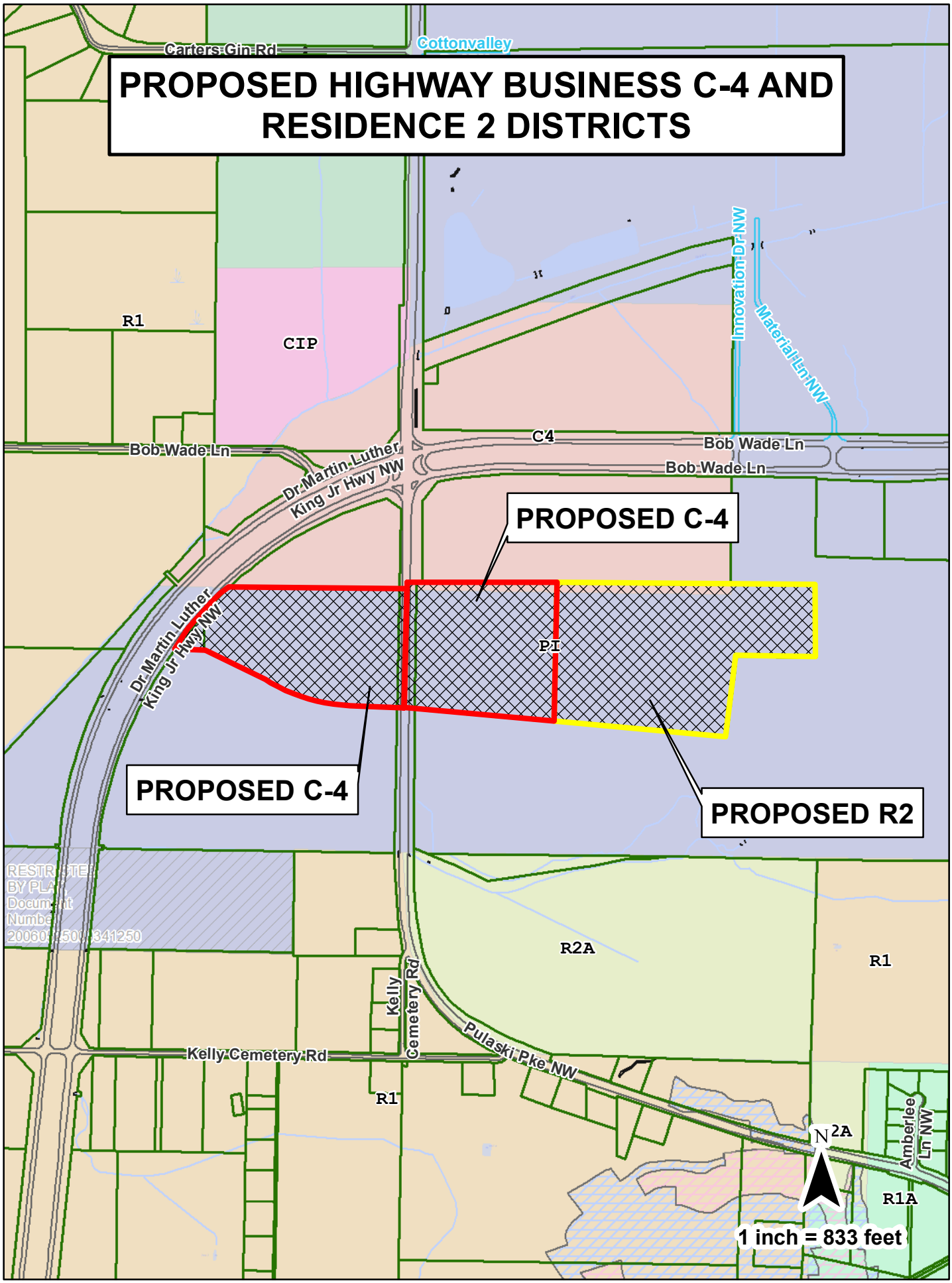
_____
Mayor of the City of Huntsville, Alabama

ADOPTED this the _____ day of _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

_____
Mayor of the City of Huntsville, Alabama


PROPOSED HIGHWAY BUSINESS C-4 AND RESIDENCE 2 DISTRICTS
Carters Gin Rd
Cottonvalley
R1
CIP
Innovation Dr NW
Material Ln NW
C4
Bob Wade Ln
Bob Wade Ln
Bob Wade Ln
Dr Martin Luther King Jr Hwy NW
PROPOSED C-4
Dr Martin Luther King Jr Hwy NW
PI
PROPOSED C-4
PROPOSED R2
R2A
R1
Kelly Cemetery Rd
Kelly Cemetery Rd
Pulaski Pke NW
R1
R2A
Amberlee Ln NW
R1A
N
1 inch = 833 feet

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** 2022-0746

Department: Planning

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

Resolution to set a public hearing on the zoning of 12.60 acres of land lying on the west of Research Park Blvd and north of Old Monrovia Rd. to Highway Business C-4 District; and the introduction of an Ordinance pertaining to the same. (Set October 27, 2022 Regular Council Meeting)

Resolution No.

Ordinance No.

Finance Information:

Account Number: n/a

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 0

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location:

Address: n/a
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☒

Additional Comments:
Recommended by Planning Commission

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/8/2022 **File ID:** TMP-2011

Department: Planning

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

Resolution to set a public hearing on the zoning of 12.60 acres of land lying on the west of Research Park Blvd and north of Old Monrovia Rd. to Highway Business C-4 District; and the introduction of an Ordinance pertaining to the same. (Set October 27, 2022 Regular Council Meeting)

Resolution No.

Ordinance No.

Finance Information:

Account Number: n/a

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 0

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location:

Address: n/a
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☒

Additional Comments:
Recommended by Planning Commission

RESOLUTION NO. 22-_____

WHEREAS, certain property has recently been annexed to the City of Huntsville, Alabama; and

WHEREAS, said property is now legally part of the incorporated municipality of the City of Huntsville, Alabama, and as such is subject to the laws and ordinances governing the City of Huntsville, Alabama; and

WHEREAS, said property, having been outside the boundaries of the City of Huntsville, Alabama, prior to the annexing of same to the City of Huntsville, Alabama, has never been subject to the Zoning Ordinances of the City of Huntsville, Alabama; and

WHEREAS, the Planning Commission of the City of Huntsville, Alabama, has given consideration to an amendment to the Zoning Ordinance, a synopsis of said amendment being as follows:

(1) The zoning of 12.60 acres of land lying on the west of Research Park Blvd and north of Old Monrovia Rd. to Highway Business C-4 District.

(2) The first publication of this resolution, this synopsis, and the ordinance hereinafter set out at length shall be in the Huntsville Times on the 25th day of September, 2022, and the second publication shall be one week thereafter on the 2nd day of October, 2022, both of which publications shall be at least 15 days in advance of the date of the public hearing hereinafter referred to.

WHEREAS, it is the judgement and opinion of the City Council of the City of Huntsville, Alabama, that consideration should be given to the adoption of an amendment to the Zoning Ordinance of the City of Huntsville, Alabama, in accordance with said request;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, as follows:

1. That the City Council of the City of Huntsville, Alabama, shall meet at 5:30 p.m. on the 27th day of October, 2022, in the Council Chambers of the City of Huntsville Administration Building at 308 Fountain Circle in the City of Huntsville, Alabama, for the purpose of holding a public hearing at which time and place all persons, parties in interest and cities who desire, shall have an opportunity to be heard in opposition to or in favor of said Ordinance No. 22-____, which is introduced by the City Council of the City of Huntsville on the 8th day of September, 2022, amending the Zoning Ordinance of the City of Huntsville, Alabama.

2. That the proposed amendment to the Zoning Ordinance of the City of Huntsville, Alabama, is substantially in words and figures as follows:

ORDINANCE NO. 22-_____

AN ORDINANCE TO AMEND THE ZONING ORDINANCES OF THE CITY OF HUNTSVILLE, ALABAMA

The public welfare requiring it, and under authority granted by Section 11-52-78 of the 1975 Code of Alabama, **BE IT ORDAINED** by the City Council for the City of Huntsville, Alabama, as follows:

1. That the following area, land lying on the west of Research Park Blvd and north of Old Monrovia Rd., which area is a newly annexed area of the City of Huntsville, Madison County, Alabama, and which has not been zoned previously, shall be shown and classified on the Official Zoning Maps of the City of Huntsville, Alabama, as Highway Business C-4 District, in the Zoning Ordinances of the City of Huntsville, Alabama, said property being particularly described as follows:

> All that part of Section 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 Northeast Corner of said Section 30; thence South 59 Degrees 57 Minutes 25 Seconds West 3,480.63 feet to a point; said point is further described as the Point of True Beginning; thence South 09 Degrees 46 Minutes 33 Seconds East 782.19 feet to a point; thence North 88 Degrees 14 Minutes 29 Seconds West 789.87 feet to a point; thence North 87 Degrees 59 Minutes 56 Seconds West 6 feet to a point; thence North 01 Degrees 56 Minutes 41 Seconds East 759.42 feet to a point; thence North 01 Degrees 56 Minutes 42 Seconds East 7.61 feet to a point; thence North 01 Degrees 56 Minutes 43 Seconds East 7.15 feet to a point; thence South 86 Degrees 34 Minutes 11 Seconds East 119.22 feet to a point; thence South 86 Degrees 37 Minutes 44 Seconds East 0.24 feet to a point; thence South 86 Degrees 34 Minutes 11 Seconds East 381.7 feet to a point; thence North 88 Degrees 53 Minutes 19 Seconds East 136.18 feet back to the Point of True Beginning and containing 12.60 acres, more or less.

2. The boundaries of the above district as described and defined above are hereby established and shall be shown on the Official Zoning Maps of the City of Huntsville, Alabama, on file in the Planning Division of the Urban Development Department, in accordance with the various classifications herein enumerated and hereafter the regulations governing said district under the Zoning Ordinance of the City of Huntsville, Alabama, shall apply to the area so described.

3. This ordinance shall take effect from and after the date of publication.

ADOPTED this the _____ day of _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

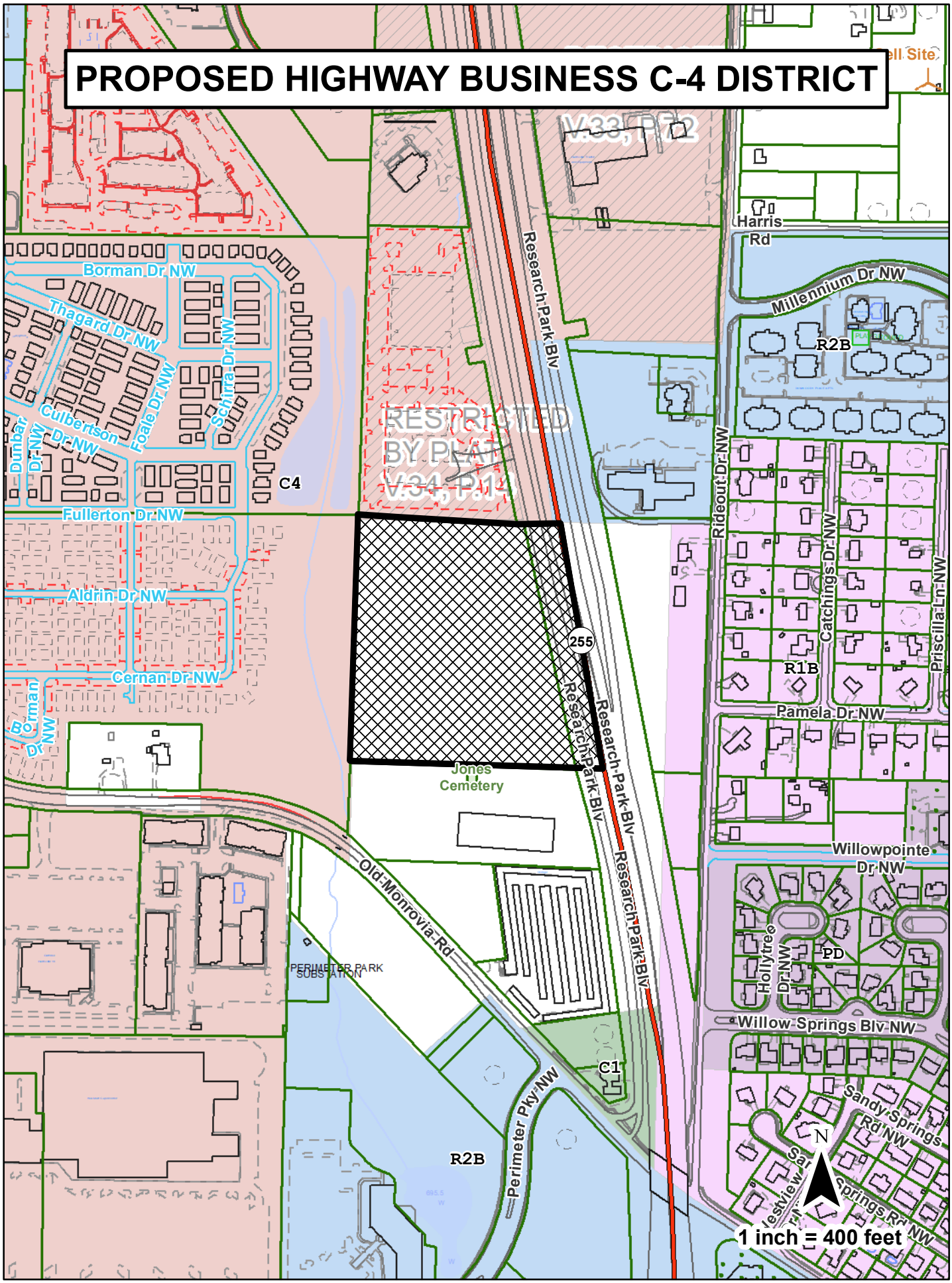
_____
Mayor of the City of Huntsville, Alabama

ADOPTED this the _____ day of _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

_____
Mayor of the City of Huntsville, Alabama


PROPOSED HIGHWAY BUSINESS C-4 DISTRICT
Borman Dr NW
Thagard Dr NW
Culbertson Dr NW
Foale Dr NW
Schirra Dr NW
Dunbar Dr NW
C4
Fullerton Dr NW
Aldrin Dr NW
Cernan Dr NW
Borman Dr NW
RESTRICTED BY PLAT V.34, P.12
Research Park Blv
255
Jones Cemetery
Old Monrovia Rd
PERIMETER PARK SUBSTATION
Perimeter Pky NW
C1
R2B
Harris Rd
Millennium Dr NW
R2B
Rideout Dr NW
Catchings Dr NW
Priscilla Ln NW
R1B
Pamela Dr NW
Willowpointe Dr NW
Hollytree Dr NW
PD
Willow Springs Blv NW
Sandy Springs Rd NW
Springs Rd NW
N
1 inch = 400 feet

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** 2022-0747

Department: Planning

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

Resolution to set a public hearing on the zoning of 0.84 acres of land lying on the west of McMullen Rd and north of Mountain Preserve Blvd. to Residence 2 District; and the introduction of an Ordinance pertaining to the same. (Set October 27, 2022 Regular Council Meeting)

Resolution No.

Ordinance No.

Finance Information:

Account Number: n/a

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 0

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location:

Address: n/a
District: District 1 ☐ District 2 ☒ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
Recommended by Planning Commission

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/8/2022 **File ID:** TMP-2013

Department: Planning

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

Resolution to set a public hearing on the zoning of 0.84 acres of land lying on the west of McMullen Rd and north of Mountain Preserve Blvd. to Residence 2 District; and the introduction of an Ordinance pertaining to the same. (Set October 27, 2022 Regular Council Meeting)

Resolution No.

Ordinance No.

Finance Information:

Account Number: n/a

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 0

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location:

Address: n/a
District: District 1 ☐ District 2 ☒ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
Recommended by Planning Commission

RESOLUTION NO. 22-_____

WHEREAS, certain property has recently been annexed to the City of Huntsville, Alabama; and

WHEREAS, said property is now legally part of the incorporated municipality of the City of Huntsville, Alabama, and as such is subject to the laws and ordinances governing the City of Huntsville, Alabama; and

WHEREAS, said property, having been outside the boundaries of the City of Huntsville, Alabama, prior to the annexing of same to the City of Huntsville, Alabama, has never been subject to the Zoning Ordinances of the City of Huntsville, Alabama; and

WHEREAS, the Planning Commission of the City of Huntsville, Alabama, has given consideration to an amendment to the Zoning Ordinance, a synopsis of said amendment being as follows:

(1) The zoning of 0.84 acres of land lying on the west of McMullen Rd and north of Mountain Preserve Blvd. to Residence 2 District.

(2) The first publication of this resolution, this synopsis, and the ordinance hereinafter set out at length shall be in the Huntsville Times on the 25th day of September, 2022, and the second publication shall be one week thereafter on the 2nd day of October, 2022, both of which publications shall be at least 15 days in advance of the date of the public hearing hereinafter referred to.

WHEREAS, it is the judgement and opinion of the City Council of the City of Huntsville, Alabama, that consideration should be given to the adoption of an amendment to the Zoning Ordinance of the City of Huntsville, Alabama, in accordance with said request;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, as follows:

1. That the City Council of the City of Huntsville, Alabama, shall meet at 5:30 p.m. on the 27th day of October, 2022, in the Council Chambers of the City of Huntsville Administration Building at 308 Fountain Circle in the City of Huntsville, Alabama, for the purpose of holding a public hearing at which time and place all persons, parties in interest and cities who desire, shall have an opportunity to be heard in opposition to or in favor of said Ordinance No. 22-____, which is introduced by the City Council of the City of Huntsville on the 8th day of September, 2022, amending the Zoning Ordinance of the City of Huntsville, Alabama.

2. That the proposed amendment to the Zoning Ordinance of the City of Huntsville, Alabama, is substantially in words and figures as follows:

ORDINANCE NO. 22-_____

AN ORDINANCE TO AMEND THE ZONING ORDINANCES OF THE CITY OF HUNTSVILLE, ALABAMA

The public welfare requiring it, and under authority granted by Section 11-52-78 of the 1975 Code of Alabama, **BE IT ORDAINED** by the City Council for the City of Huntsville, Alabama, as follows:

1. That the following area, land lying on the west of McMullen Rd and north of Mountain Preserve Blvd., which area is a newly annexed area of the City of Huntsville, Madison County, Alabama, and which has not been zoned previously, shall be shown and classified on the Official Zoning Maps of the City of Huntsville, Alabama, as Residence 2 District, in the Zoning Ordinances of the City of Huntsville, Alabama, said property being particularly described as follows:

> All that part of Section 33, Township 04 South, Range 02 East of the Huntsville Meridian, in the City of Huntsville, Madison County, Alabama more particularly described as beginning at a point located at the Northeast Corner of said Section 33; thence South 54 Degrees 12 Minutes 02 Seconds West a distance of 1701.20 feet to a point; said point is further described as being the Point of True Beginning; thence from the Point of True Beginning, South 00 Degrees 00 Minutes 01 Second East a distance of 864.43 feet to a point; thence North 89 Degrees 27 Minutes 34 Seconds West a distance of 15.16 feet to a point; thence North 89 Degrees 35 Minutes 45 Seconds West a distance of 37.56 feet to a point; thence North 01 Degree 21 Minutes 38 Seconds East a distance of 869.35 feet to a point; thence South 74 Degrees 37 Minutes 49 Seconds East a distance of 17.72 feet to a point; thence South 88 Degrees 21 Minutes 45 Seconds East a distance of 11.41 feet to a point; thence South 88 Degrees 57 Minutes 35 Seconds East a distance of 3.58 feet back to the Point of True Beginning and containing 0.84 acres, more or less.

2. The boundaries of the above district as described and defined above are hereby established and shall be shown on the Official Zoning Maps of the City of Huntsville, Alabama, on file in the Planning Division of the Urban Development Department, in accordance with the various classifications herein enumerated and hereafter the regulations governing said district under the Zoning Ordinance of the City of Huntsville, Alabama, shall apply to the area so described.

3. This ordinance shall take effect from and after the date of publication.

ADOPTED this the _____ day of _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

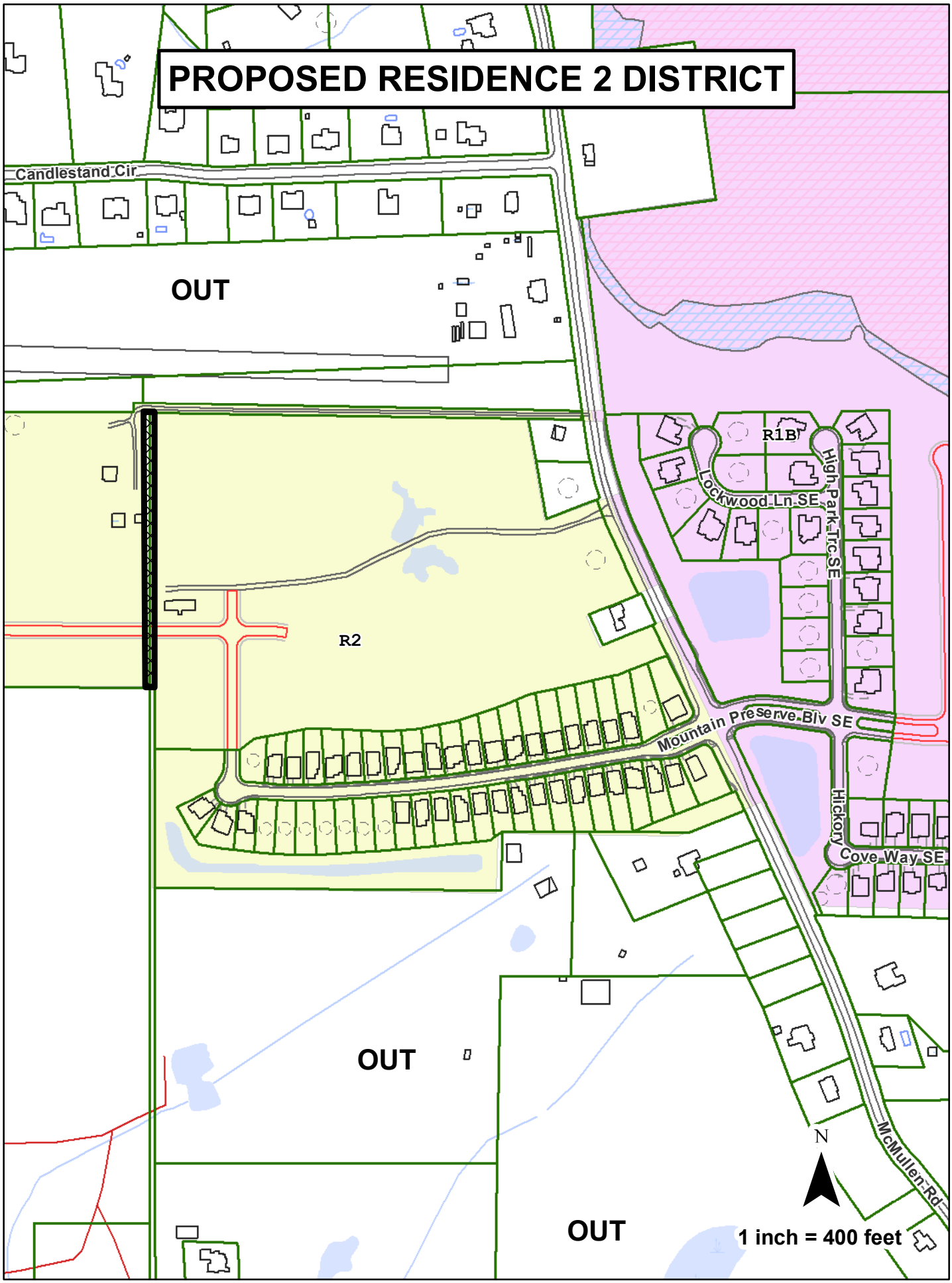
_____
Mayor of the City of Huntsville, Alabama

ADOPTED this the _____ day of _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

_____
Mayor of the City of Huntsville, Alabama


PROPOSED RESIDENCE 2 DISTRICT
Candlestand Cir
OUT
R1B
Lockwood Ln SE
High Park Trc SE
R2
Mountain Preserve Blv SE
Hickory Cove Way SE
OUT
OUT
McMullen Rd
N
1 inch = 400 feet

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** 2022-0748

Department: Planning

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

Resolution to set a public hearing on the rezoning of 2.34 acres of land lying on the southwest of Brinell Rd and northwest of Haysland Rd from Residence 2 District to Residence 2-B District; and the introduction of an Ordinance pertaining to the same. Set October 27, 2022 Regular Council Meeting)

Resolution No.

Ordinance No.

Finance Information:

Account Number: n/a

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 0

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location:

Address: n/a

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

Additional Comments:

Recommended by Planning Commission

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/8/2022 **File ID:** TMP-2014

Department: Planning

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

Resolution to set a public hearing on the rezoning of 2.34 acres of land lying on the southwest of Brinell Rd and northwest of Haysland Rd from Residence 2 District to Residence 2-B District; and the introduction of an Ordinance pertaining to the same. Set October 27, 2022 Regular Council Meeting)

Resolution No.

Ordinance No.

Finance Information:

Account Number: n/a

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 0

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location:

Address: n/a
District: District 1 ☐ District 2 ☐ District 3 ☒ District 4 ☐ District 5 ☐

Additional Comments:
Recommended by Planning Commission

RESOLUTION NO. 22-_____

WHEREAS, the Planning Commission of the City of Huntsville, Alabama, has given consideration to an amendment to the Zoning Ordinance, a synopsis of said amendment being as follows:

(1) The rezoning of certain lands lying on the southwest of Brinell Rd and northwest of Haysland Rd from Residence 2 District to Residence 2-B District.

(2) The first publication of this resolution, this synopsis, and the ordinance hereinafter set out at length shall be in the Huntsville Times on the 25th day of September, 2022, and the second publication shall be one week thereafter on the 2nd day of October, 2022, both of which publications shall be at least 15 days in advance of the date of the public hearing hereinafter referred to.

WHEREAS, it is the judgement and opinion of the City Council of the City of Huntsville, Alabama, that consideration should be given to the adoption of an amendment to the Zoning Ordinance of the City of Huntsville, Alabama, in accordance with said request;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, as follows:

1. That the City Council of the City of Huntsville, Alabama, shall meet at 5:30 p.m. on the 27th day of October, 2022, in the Council Chambers of the City of Huntsville Administration Building at 308 Fountain Circle in the City of Huntsville, Alabama, for the purpose of holding a public hearing at which time and place all persons, parties in interest and cities who desire, shall have an opportunity to be heard in opposition to or in favor of said Ordinance No. 22-____, which is introduced by the City Council of the City of Huntsville on the 8th day of September, 2022, amending the Zoning Ordinance of the City of Huntsville, Alabama.

2. That the proposed amendment to the Zoning Ordinance of the City of Huntsville, Alabama, is substantially in words and figures as follows:

ORDINANCE NO. 22-_____

AN ORDINANCE TO AMEND THE ZONING ORDINANCES OF THE CITY OF HUNTSVILLE, ALABAMA

The public welfare requiring it, and under authority granted by Section 11-52-78 of the 1975 Code of Alabama, **BE IT ORDAINED** by the City Council for the City of Huntsville, Alabama, as follows:

1. That the following area, land lying on the southwest of Brinell Rd and northwest of Haysland Rd, which area is now shown and classified on the Official Zoning Maps of the City of Huntsville, Alabama, Residence 2 District, shall be shown and classified on the Official Zoning Maps of the City of Huntsville, Alabama, as Residence 2-B District, in the Zoning Ordinances of the City of Huntsville, Alabama, said property being particularly described as follows:

> A portion of Tract 3 of the final plat of The Park at Hays Farm Commercial Phase 1 as recorded in plat Book 2022 Page 81 in the office of the Judge of Probate of Madison County, Alabama and being located in the East half of section 31, township 4 South, range 1 East of Madison county, Alabama and being more particularly described as follows: Commencing at the Northwest corner of Tract 2 of said plat and along the West boundary of said Tract 3, thence, North 26 Degrees 03 Minutes 16 Seconds West for a distance of 234.00 feet to the Point of Beginning; Thence, from the point of beginning, North 26 Degrees 03 Minutes 16 Seconds West for a distance of 79.52 feet to a point; thence, North 32 Degrees 14 Minutes 29 Seconds West for a distance of 229.06 feet to a point; thence, North 25 Degrees 17 Minutes 52 Seconds West for a distance of 162.98 feet to a point; thence, North 53 Degrees 02 Minutes 41 Seconds East for a distance of 36.06 feet to a point; thence, North 03 Degrees 10 Minutes 32 Seconds West for a distance of 71.77 feet to a point; thence, North 23 Degrees 50 Minutes 19 Seconds East for a distance of 135.61 feet to a point; thence, North 33 Degrees 06 Minutes 42 Seconds East for a distance of 304.90 feet to a point; thence, leaving the West boundary of said tract 3, South 03 Degrees 13 Minutes 10 Seconds West for a distance of 777.69 feet to a point; thence, South 12 Degrees 33 Minutes 18 Seconds East a distance of 111.52 feet to the Point of Beginning; Containing 2.34 acres more or less.

2. The boundaries of the above district as described and defined above are hereby established and shall be shown on the Official Zoning Maps of the City of Huntsville, Alabama, on file in the Planning Division of the Urban Development Department, in accordance with the various classifications herein enumerated and hereafter the regulations governing said district under the Zoning Ordinance of the City of Huntsville, Alabama, shall apply to the area so described.

3. This ordinance shall take effect from and after the date of publication.

ADOPTED this the _____ day of _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

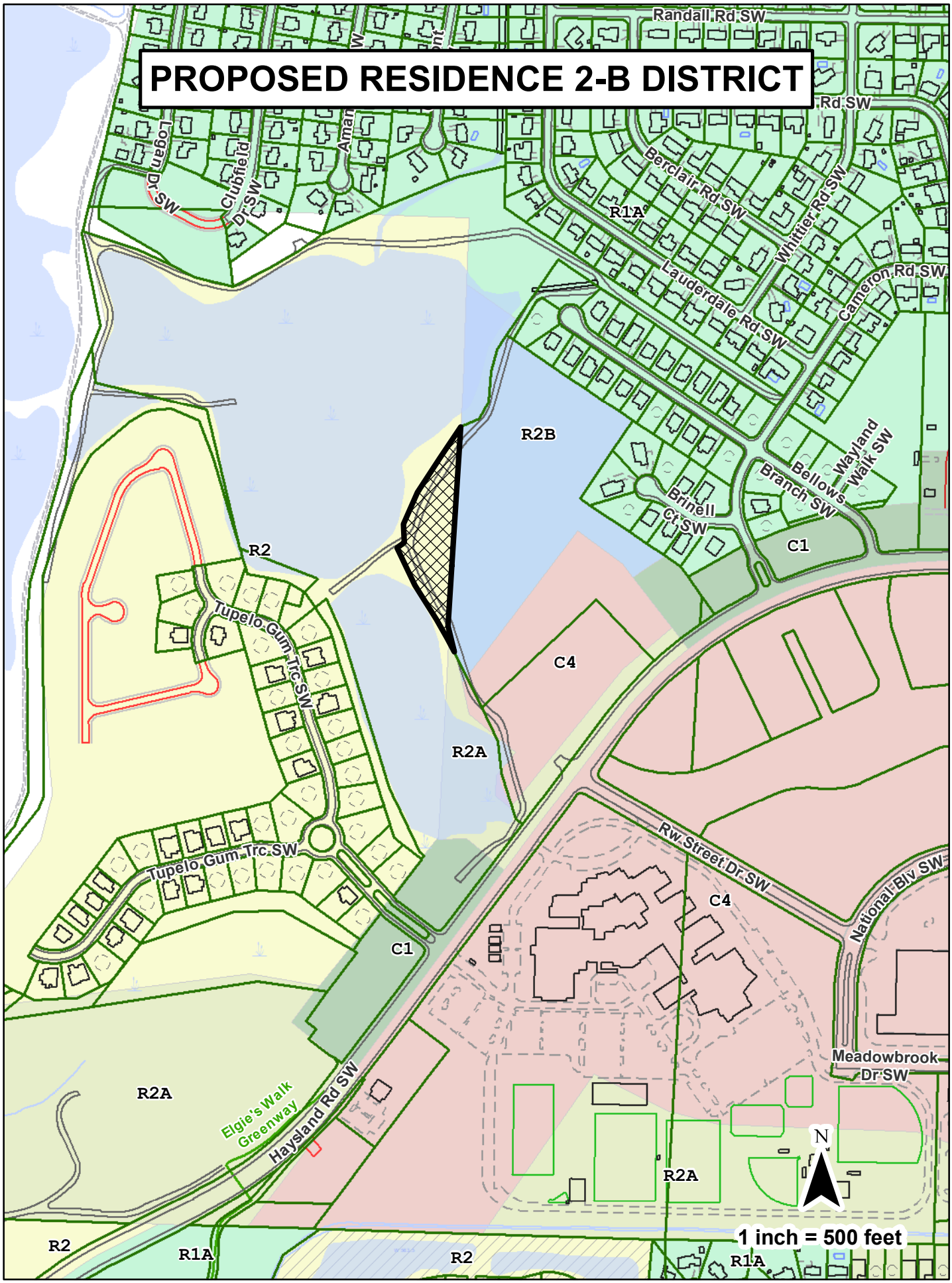
_____
Mayor of the City of Huntsville, Alabama

ADOPTED this the _____ day of _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

_____
Mayor of the City of Huntsville, Alabama


PROPOSED RESIDENCE 2-B DISTRICT
Randall Rd SW
Berclair Rd SW
Whittier Rd SW
Cameron Rd SW
Lauderdale Rd SW
Clubfield Dr SW
R1A
R2B
Wayland Walk SW
Bellows Branch SW
Brinell Ct SW
C1
R2
Tupelo Gum Trc SW
C4
R2A
Rw Street Dr SW
National Blv SW
Meadowbrook Dr SW
Elgie's Walk Greenway
Haysland Rd SW
N
1 inch = 500 feet
R2
R1A

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** 2022-0749

Department: Planning

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

Resolution to set a public hearing on the rezoning of 6.03 acres of land lying on the west of Memorial Pkwy SW and north of Southpark Blvd. from Light Industry District to Residence 2 District and Highway Business C -4 District; and the introduction of an Ordinance pertaining to the same. (Set October 27, 2022 Regular Council Meeting)

Resolution No.

Ordinance No.

Finance Information:

Account Number: n/a

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 0

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location:

Address: n/a
District: District 1 ☐ District 2 ☐ District 3 ☒ District 4 ☐ District 5 ☐

Additional Comments:
Recommended by Planning Commission

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/8/2022 **File ID:** TMP-2015

Department: Planning

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

Resolution to set a public hearing on the rezoning of 6.03 acres of land lying on the west of Memorial Pkwy SW and north of Southpark Blvd. from Light Industry District to Residence 2 District and Highway Business C -4 District; and the introduction of an Ordinance pertaining to the same. (Set October 27, 2022 Regular Council Meeting)

Resolution No.

Ordinance No.

Finance Information:

Account Number: n/a

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 0

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location:

Address: n/a
District: District 1 ☐ District 2 ☐ District 3 ☒ District 4 ☐ District 5 ☐

Additional Comments:
Recommended by Planning Commission

RESOLUTION NO. 22-

WHEREAS, the Planning Commission of the City of Huntsville, Alabama, has given consideration to an amendment to the Zoning Ordinance, a synopsis of said amendment being as follows:

(1) The rezoning of certain lands lying on the west of Memorial Pkwy SW and north of Southpark Blvd. from Light Industry District to Residence 2 District and Highway Business C-4 District.

(2) The first publication of this resolution, this synopsis, and the ordinance hereinafter set out at length shall be in the Huntsville Times on the 25th day of September, 2022, and the second publication shall be one week thereafter on the 2nd day of October, 2022, both of which publications shall be at least 15 days in advance of the date of the public hearing hereinafter referred to.

WHEREAS, it is the judgement and opinion of the City Council of the City of Huntsville, Alabama, that consideration should be given to the adoption of an amendment to the Zoning Ordinance of the City of Huntsville, Alabama, in accordance with said request;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, as follows:

1. That the City Council of the City of Huntsville, Alabama, shall meet at 5:30 p.m. on the 27th day of October, 2022, in the Council Chambers of the City of Huntsville Administration Building at 308 Fountain Circle in the City of Huntsville, Alabama, for the purpose of holding a public hearing at which time and place all persons, parties in interest and cities who desire, shall have an opportunity to be heard in opposition to or in favor of said Ordinance No. 22-____, which is introduced by the City Council of the City of Huntsville on the 8th day of September, 2022, amending the Zoning Ordinance of the City of Huntsville, Alabama.

2. That the proposed amendment to the Zoning Ordinance of the City of Huntsville, Alabama, is substantially in words and figures as follows:

ORDINANCE NO. 22-_____

AN ORDINANCE TO AMEND THE ZONING ORDINANCES OF THE CITY OF HUNTSVILLE, ALABAMA

The public welfare requiring it, and under authority granted by Section 11-52-78 of the 1975 Code of Alabama, **BE IT ORDAINED** by the City Council for the City of Huntsville, Alabama, as follows:

1. That the following area, land lying on the west of Memorial Pkwy SW and north of Southpark Blvd., which area is now shown and classified on the Official Zoning Maps of the City of Huntsville, Alabama, Light Industry District, shall be shown and classified on the Official Zoning Maps of the City of Huntsville, Alabama, as Residence 2 District, in the Zoning Ordinances of the City of Huntsville, Alabama, said property being particularly described as follows:

> Begin at a concrete monument lying at the southwest corner of Lot 2, of the Buchanan Commercial Subdivision, as shown in map or plat, recorded in instrument no. 20041102000478680, in the Office of the Judge of Probate of Madison County, Alabama; thence run along the south line of said Buchanan Commercial Subdivision, S 88°08'50" E, 259.26 feet to a point; thence leaving the south line of said Buchanan Commercial Subdivision, run S 01°15'07" W, 541.63 feet to a point in the centerline of Southpark Boulevard Southwest; thence run along said centerline, N 87°11'15" W, 300.17 feet; thence leaving said centerline, N 01°19'28" E, 241.82 feet to a 5/8" capped rebar (ca-00122-ls); thence run N 01°58'56" E, 55.11 feet to a 3/8" rebar; thence run N 01°04'40" E, 239.67 feet to a 3/8" rebar lying on the south line of Lot 3 of English Village 19th Addition, as shown in map or plat, recorded in Plat Book 33 Page 60, in the office of the Judge of Probate of Madison County, Alabama; thence run S 88°08'50" E, 40.54 feet to the point of beginning. Said described parcel lying and being situated in the Northwest quarter of Section 7, T-5-S, R-1-E of the Huntsville Meridian, Madison county, Alabama, and contains 3.71 acres, more or less.

2. That the following area, land lying on the west of Memorial Pkwy SW and north of Southpark Blvd., which area is now shown and classified on the Official Zoning Maps of the City of Huntsville, Alabama, Light Industry District, shall be shown and classified on the Official Zoning Maps of the City of Huntsville, Alabama, as Highway Business C-4 District, in the Zoning Ordinances of the City of Huntsville, Alabama, said property being particularly described as follows:

> Commence at a concrete monument lying at the Southwest corner of Lot 2, of the Buchanan Commercial Subdivision, as shown in map or plat, recorded in instrument no. 20041102000478680, in the Office of the Judge of Probate of Madison County, Alabama; thence run along the south line of said Buchanan

Commercial Subdivision, S 88°08'50" E, 259.26 feet to the point of beginning; thence continue S 88°08'50" E, 343.66 feet to a 5/8" rebar lying in the centerline of Memorial Parkway Southwest; thence run along said centerline, S 01°28'58" W, 294.60 feet; thence leaving said centerline, run N 88°13'36" W, 342.48 feet to a 5/8" rebar; thence run N 01°15'15" E, 295.09 feet to the point of beginning. Said described property lying and being situated in the Northwest quarter of Section 7, T-5-S, R-1-E of the Huntsville Meridian, Madison County, Alabama, and contains 2.32 acres, more or less.

3. 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.

4. This ordinance shall take effect from and after the date of publication.

ADOPTED this the _____ day of _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

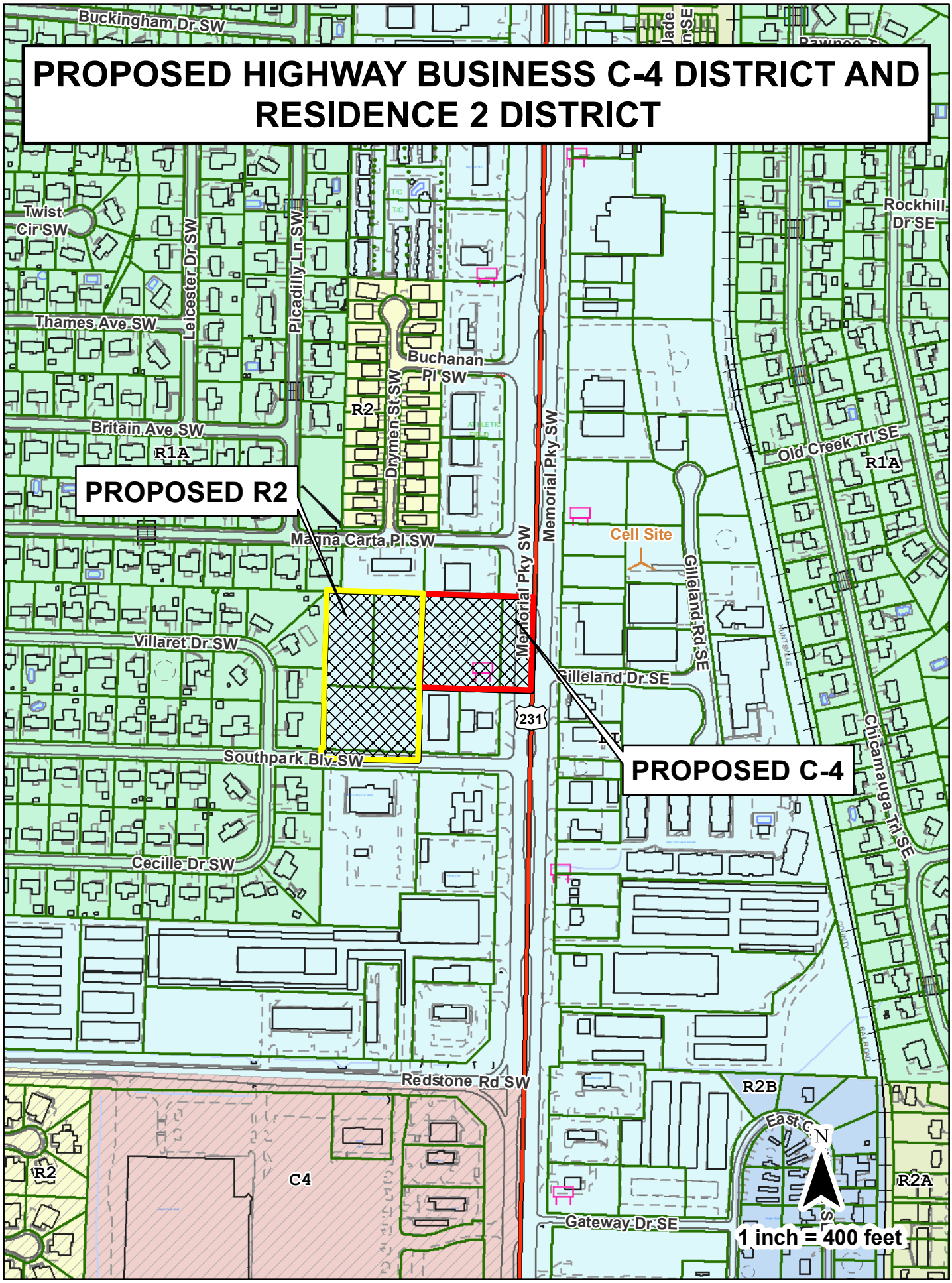
_____
Mayor of the City of Huntsville, Alabama

ADOPTED this the _____ day of _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

_____
Mayor of the City of Huntsville, Alabama


PROPOSED HIGHWAY BUSINESS C-4 DISTRICT AND RESIDENCE 2 DISTRICT
PROPOSED R2
PROPOSED C-4
Buckingham Dr SW
Twist Cir SW
Leicester Dr SW
Picadilly Ln SW
Thames Ave SW
Britain Ave SW
R1A
R2
Drymen St SW
Buchanan Pl SW
Magna Carta Pl SW
Memorial Pky SW
Cell Site
Gilleland Rd SE
Villaret Dr SW
Southpark Blv SW
231
Cecille Dr SW
Redstone Rd SW
C4
R2B
R2A
Gateway Dr SE
Old Creek Trl SE
Rockhill Dr SE
Chickamauga Trl SE
N
1 inch = 400 feet

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** 2022-0750

Department: Planning

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

Resolution to set a public hearing on the rezoning of 2.47 acres of land lying on the west of US Hwy 231/431 and north of Countess Rd from Residence 2 District to Highway Business C-4 District; and the introduction of an Ordinance pertaining to the same. (Set October 27, 2022 Regular Council Meeting)

Resolution No.

Ordinance No.

Finance Information:

Account Number: n/a

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 0

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location:

Address: n/a

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

Additional Comments:

Recommended by Planning Commission

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/8/2022 **File ID:** TMP-2016

Department: Planning

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

Resolution to set a public hearing on the rezoning of 2.47 acres of land lying on the west of US Hwy 231/431 and north of Countess Rd from Residence 2 District to Highway Business C-4 District; and the introduction of an Ordinance pertaining to the same. (Set October 27, 2022 Regular Council Meeting)

Resolution No.

Ordinance No.

Finance Information:

Account Number: n/a

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 0

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location:

Address: n/a

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

Additional Comments:

Recommended by Planning Commission

RESOLUTION NO. 22-

WHEREAS, the Planning Commission of the City of Huntsville, Alabama, has given consideration to an amendment to the Zoning Ordinance, a synopsis of said amendment being as follows:

(1) The rezoning of certain lands lying on the west of US Hwy 231/431 and north of Countess Rd from Residence 2 District to Highway Business C-4 District.

(2) The first publication of this resolution, this synopsis, and the ordinance hereinafter set out at length shall be in the Huntsville Times on the 25th day of September, 2022, and the second publication shall be one week thereafter on the 2nd day of October, 2022, both of which publications shall be at least 15 days in advance of the date of the public hearing hereinafter referred to.

WHEREAS, it is the judgement and opinion of the City Council of the City of Huntsville, Alabama, that consideration should be given to the adoption of an amendment to the Zoning Ordinance of the City of Huntsville, Alabama, in accordance with said request;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, as follows:

1. That the City Council of the City of Huntsville, Alabama, shall meet at 5:30 p.m. on the 27th day of October, 2022, in the Council Chambers of the City of Huntsville Administration Building at 308 Fountain Circle in the City of Huntsville, Alabama, for the purpose of holding a public hearing at which time and place all persons, parties in interest and cities who desire, shall have an opportunity to be heard in opposition to or in favor of said Ordinance No. 22-____, which is introduced by the City Council of the City of Huntsville on the 8th day of September, 2022, amending the Zoning Ordinance of the City of Huntsville, Alabama.

2. That the proposed amendment to the Zoning Ordinance of the City of Huntsville, Alabama, is substantially in words and figures as follows:

ORDINANCE NO. 22-_____

AN ORDINANCE TO AMEND THE ZONING ORDINANCES OF THE CITY OF HUNTSVILLE, ALABAMA

The public welfare requiring it, and under authority granted by Section 11-52-78 of the 1975 Code of Alabama, **BE IT ORDAINED** by the City Council for the City of Huntsville, Alabama, as follows:

1. That the following area, land lying on the west of US Hwy 231/431 and north of Countess Rd., which area is now shown and classified on the Official Zoning Maps of the City of Huntsville, Alabama, Residence 2 District, shall be shown and classified on the Official Zoning Maps of the City of Huntsville, Alabama, as Highway Business C-4 District, in the Zoning Ordinances of the City of Huntsville, Alabama, said property being particularly described as follows:

Begin at the Northeast corner of Lot 1, of the Northern Hills Subdivision, as shown in map or plat, recorded in Plat Book 2022, Page 140 in the Office of the Judge of Probate Of Madison County, Alabama; thence run along the east line of said Northern Hills Subdivision and the west right-of-way line of Johnson Drive, S 01°14'19" W, 354.81 feet to a point; thence leaving said west right-of-way line, run N 84°53'22" W, 209.12 feet to a point; thence run N 01°13'41" E, 338.30 feet to a point on the north line of said Northern Hills Subdivision; thence run along said north line S 89°25'02" E, 208.72 feet to the point of beginning. Said described parcel lying and being situated in the southwest quarter of Section 30, T-2-S, R-1-E of the Huntsville Meridian, Madison County, Alabama, and contains 1.66 acres (72,315.86 s.f.), more or less.

INCLUDING

Commence at the Southeast corner of Lot 1, of the Northern Hills Subdivision, as shown in map or plat, recorded in Plat Book 2022, Page 140 in the Office of the Judge of Probate Of Madison County, Alabama; thence run N 88°37'52" W, 137.32 feet to the point of beginning; thence run S 00°59'51" W, 32.75 feet to a point; thence run N 88°47'15" W, 71.78 feet to a point; thence run N 01°15'11" E, 501.25 feet to a point; thence run S 84°55'39" E, 69.72 feet to a point; thence run S 00°59'51" W, 463.81 feet to the point of beginning. Said described property lying and being situated in the Southwest quarter of Section 30, T-2-S, R-1-E of the Huntsville Meridian, Madison County, Alabama, and contains 0.81 acres, more or less.

2. The boundaries of the above district as described and defined above are hereby established and shall be shown on the Official Zoning Maps of the City of Huntsville, Alabama, on file in the Planning Division of the Urban Development Department, in accordance with the various classifications herein enumerated and hereafter the regulations governing said district under the Zoning Ordinance of the City of Huntsville, Alabama, shall apply to the area so described.

3. This ordinance shall take effect from and after the date of publication.

ADOPTED this the _____ day of _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

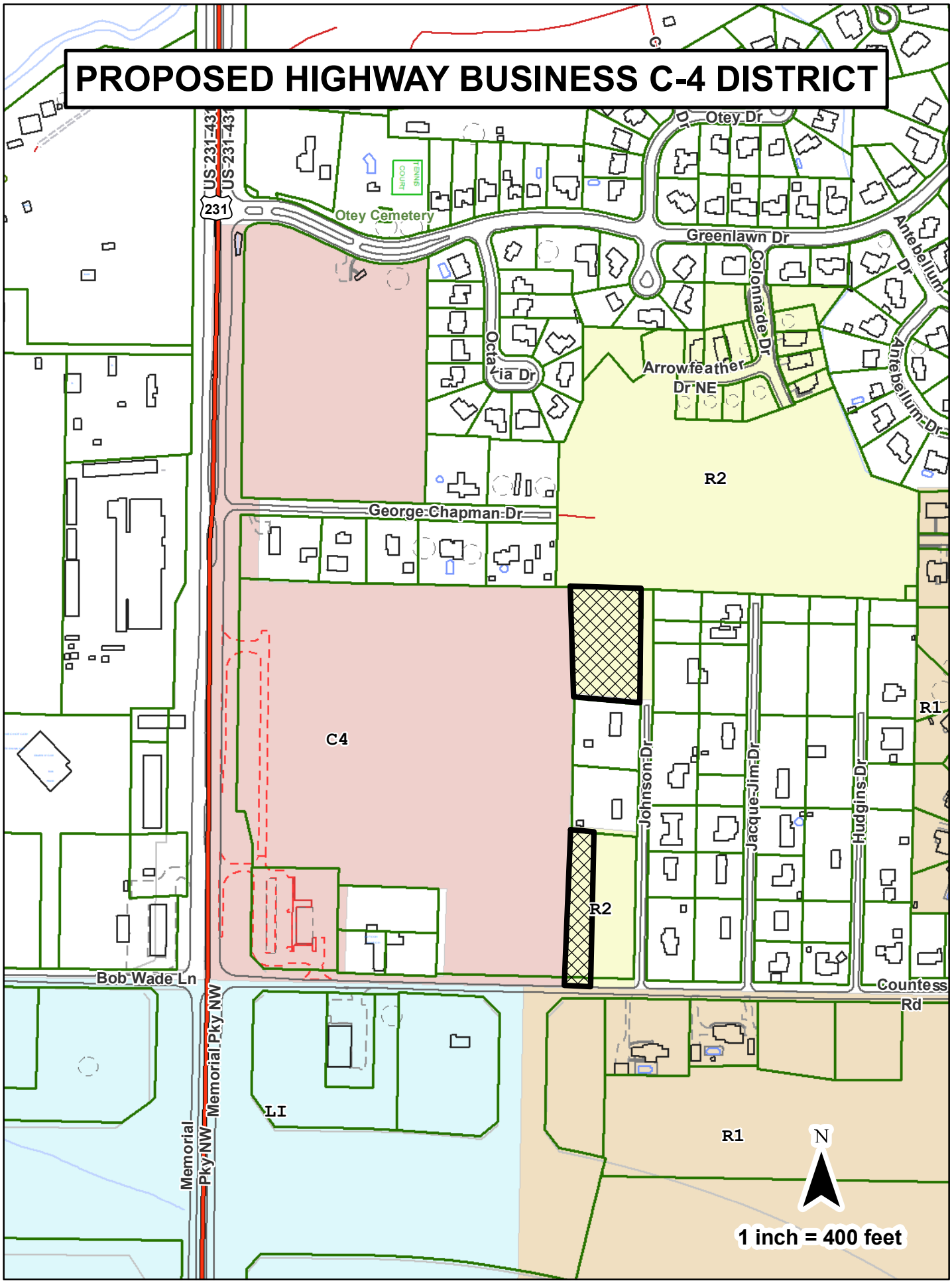
_____
Mayor of the City of Huntsville, Alabama

ADOPTED this the _____ day of _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

_____
Mayor of the City of Huntsville, Alabama


PROPOSED HIGHWAY BUSINESS C-4 DISTRICT
US 231-431
US 231-431
231
Otey Cemetery
Otey Dr
Greenlawn Dr
Colonnade Dr
Antebellum Dr
Antebellum Dr
Octavia Dr
Arrowfeather Dr NE
George Chapman Dr
R2
C4
R1
Johnson Dr
Jacque Jim Dr
Hudgins Dr
R2
Bob Wade Ln
Countess Rd
Memorial Pky NW
Memorial Pky NW
LI
R1
N
1 inch = 400 feet

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** 2022-0751

Department: Planning

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

Resolution to set a public hearing on the rezoning of 153.00 acres of land lying on the south of Hwy 72 West and west of Holladay Blvd. from Highway Business C-4 District to Residence 2 District; and the introduction of an Ordinance pertaining to the same. (Set October 27, 2022 Regular Council Meeting)

Resolution No.

Ordinance No.

Finance Information:

Account Number: n/a

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 0

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location:

Address: n/a
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☒

Additional Comments:
Recommended by Planning Commission

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/8/2022 **File ID:** TMP-2018

Department: Planning

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

Resolution to set a public hearing on the rezoning of 153.00 acres of land lying on the south of Hwy 72 West and west of Holladay Blvd. from Highway Business C-4 District to Residence 2 District; and the introduction of an Ordinance pertaining to the same. (Set October 27, 2022 Regular Council Meeting)

Resolution No.

Ordinance No.

Finance Information:

Account Number: n/a

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 0

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location:

Address: n/a

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

Additional Comments:

Recommended by Planning Commission

RESOLUTION NO. 22-

WHEREAS, the Planning Commission of the City of Huntsville, Alabama, has given consideration to an amendment to the Zoning Ordinance, a synopsis of said amendment being as follows:

(1) The rezoning of certain lands lying on the he south of Hwy 72 West and west of Holladay Blvd. from Highway Business C-4 District to Residence 2 District.

(2) The first publication of this resolution, this synopsis, and the ordinance hereinafter set out at length shall be in the Huntsville Times on the 25th day of September, 2022, and the second publication shall be one week thereafter on the 2nd day of October, 2022, both of which publications shall be at least 15 days in advance of the date of the public hearing hereinafter referred to.

WHEREAS, it is the judgement and opinion of the City Council of the City of Huntsville, Alabama, that consideration should be given to the adoption of an amendment to the Zoning Ordinance of the City of Huntsville, Alabama, in accordance with said request;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, as follows:

1. That the City Council of the City of Huntsville, Alabama, shall meet at 5:30 p.m. on the 27th day of October, 2022, in the Council Chambers of the City of Huntsville Administration Building at 308 Fountain Circle in the City of Huntsville, Alabama, for the purpose of holding a public hearing at which time and place all persons, parties in interest and cities who desire, shall have an opportunity to be heard in opposition to or in favor of said Ordinance No. 22-____, which is introduced by the City Council of the City of Huntsville on the 8th day of September, 2022, amending the Zoning Ordinance of the City of Huntsville, Alabama.

2. That the proposed amendment to the Zoning Ordinance of the City of Huntsville, Alabama, is substantially in words and figures as follows:

ORDINANCE NO. 22-_____

AN ORDINANCE TO AMEND THE ZONING ORDINANCES OF THE CITY OF HUNTSVILLE, ALABAMA

The public welfare requiring it, and under authority granted by Section 11-52-78 of the 1975 Code of Alabama, **BE IT ORDAINED** by the City Council for the City of Huntsville, Alabama, as follows:

1. That the following area, land lying on the south of Hwy 72 West and west of Holladay Blvd., which area is now shown and classified on the Official Zoning Maps of the City of Huntsville, Alabama, Highway Business C-4 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 Sections 26 and 27, Township 03 South, Range 03 West of the Huntsville Meridian, Limestone County, Alabama, more particularly described as commencing at the center of the South boundary of said section 26, thence run North 90°00'00" West at a distance of 3,249.84 feet to the point of beginning. Thence from the point of beginning continue North 90°00'00" West at a distance of 3546.16 feet to a point; thence run North 02°59'41" West at a distance of 293.25 feet to a point; thence run North 00°49'31" West at a distance of 298.42 feet to a point; thence run North 46°00'00" East at a distance of 378.79 feet to a point; thence run North 60°00'00" East at a distance of 1068.22 feet to a point; thence run North 67°00'00" East at a distance of 181.67 feet to a point; thence run North 75°00'00" East at a distance of 450.44 feet to a point; thence run North 83°00'00" East at a distance of 372.68 feet to a point; thence run North 77°00'00" East at a distance of 335.78 feet to a point; thence run North 45°11'56" East at a distance of 325.68 feet to a point; thence run North 01°30'00" West at a distance of 491.00 feet to a point; thence run North 58°55'00" East at a distance of 614.00 feet to a point; thence run North 87°50'00" East at a distance of 565.00 feet to a point; thence run North 44°40'00" East at a distance of 146.00 feet to a point on the Southern right-of-way for U.S. Highway 72; thence run North 44°40'00" East at a distance of 115.00 feet to a point in the centerline of said highway; thence run South 80°25'33" East at a distance of 453.00 feet to a point in the centerline of said highway; thence run South 19°20'57" West at a distance of 55.00 feet to a point on said Southern right-of-way and the center of Limestone Creek; thence run South 15°20'57" West along the center of said creek at a distance of 150.00 feet to a point; thence run South 00°39'03" East along the center of said creek at a distance of 200.00 feet to a point; thence run South 09°20'57" West along the center of said creek at a distance of 250.00 feet to a point; thence run South 40°20'57" West along the center of said creek at a distance of 110.00 feet to a point; thence run South 66°20'57" West along the center of said creek at a distance of 110.00 feet to a point; thence leaving the

center of said creek run South 00°20'57" West at a distance of 125.00 feet to a point; thence run South 64°20'57" West at a distance of 211.00 feet to a point; thence run South 78°20'57" West at a distance of 206.00 feet to a point; thence run North 87°39'03" West at a distance of 198.00 feet to a point; thence run South 00°20'57" West at a distance of 1845.00 feet back to the point of beginning. Said tract of land contains 153.00 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 _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

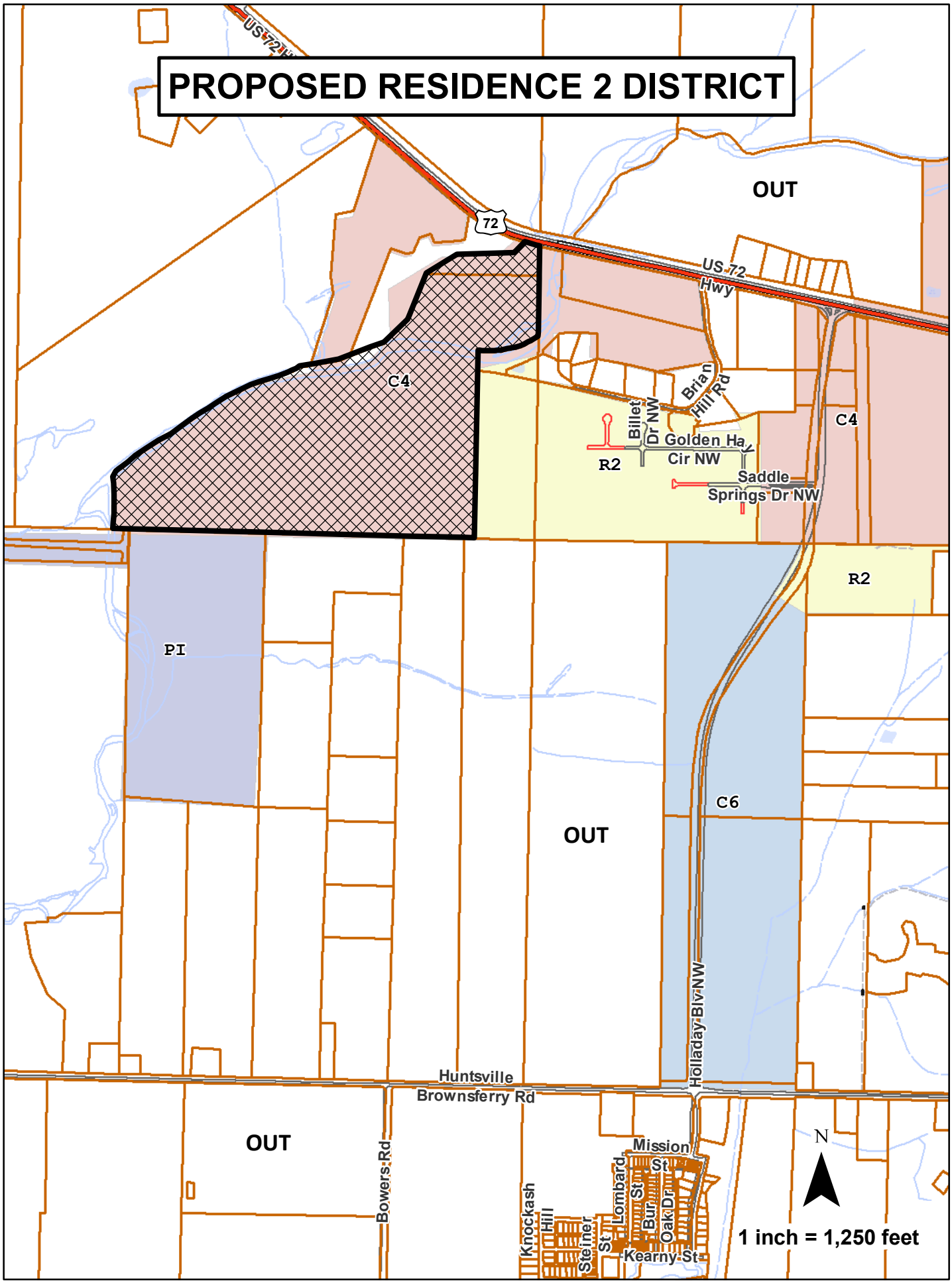
_____
Mayor of the City of Huntsville, Alabama

ADOPTED this the _____ day of _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

_____
Mayor of the City of Huntsville, Alabama


PROPOSED RESIDENCE 2 DISTRICT
US-72 Hwy
72
OUT
C4
Brian Hill Rd
Billet Dr NW
Golden Hay Cir NW
R2
C4
Saddle Springs Dr NW
R2
PI
C6
OUT
Holladay Blv NW
Huntsville Brownsferry Rd
OUT
Bowers Rd
Mission St
Lombard St
Oak Dr
Kearny St
Steiner St
Knockash Hill
N
1 inch = 1,250 feet

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** 2022-0914

Department: Planning

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

Resolution to set a public hearing on an ordinance amending the approved General Development Plan of Crown Creek Planned Development - Housing District, LUI 56 to revise the secondary front yard setback requirement; and the introduction of an Ordinance pertaining to the same. (Set October 27, 2022 Regular Council Meeting)

Resolution No.

Ordinance No.

Finance Information:

Account Number: n/a

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 0

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location:

Address: n/a

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

Additional Comments:

Recommended by Planning Commission

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/8/2022 **File ID:** TMP-2019

Department: Planning

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

Resolution to set a public hearing on an ordinance amending the approved General Development Plan of Crown Creek Planned Development - Housing District, LUI 56 to revise the secondary front yard setback requirement; and the introduction of an Ordinance pertaining to the same. (Set October 27, 2022 Regular Council Meeting)

Resolution No.

Ordinance No.

Finance Information:

Account Number: n/a

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 0

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location:

Address: n/a

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

Additional Comments:

Recommended by Planning Commission

RESOLUTION NO. 22-_____

WHEREAS, the Planning Commission of the City of Huntsville, Alabama, has given consideration to an amendment to the Zoning Ordinance, a synopsis of said amendment being as follows:

(1) Amend the approved General Development Plan of Crown Creek Planned Development - Housing District, LUI 56 to revise the secondary front yard setback requirement.

(2) The first publication of this resolution, this synopsis, and the ordinance hereinafter set out at length shall be in the Huntsville Times on the 25th day of September, 2022, and the second publication shall be one week thereafter on the 2nd day of October, 2022, both of which publications shall be at least 15 days in advance of the date of the public hearing hereinafter referred to.

WHEREAS, it is the judgement and opinion of the City Council of the City of Huntsville, Alabama, that consideration should be given to the adoption of an amendment to the Zoning Ordinance of the City of Huntsville, Alabama, in accordance with said request;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, as follows:

1. That the City Council of the City of Huntsville, Alabama, shall meet at 5:30 p.m. on the 27th day of October, 2022, in the Council Chambers of the City of Huntsville Administration Building at 308 Fountain Circle in the City of Huntsville, Alabama, for the purpose of holding a public hearing at which time and place all persons, parties in interest and cities who desire, shall have an opportunity to be heard in opposition to or in favor of said Ordinance No. 22-____, which is introduced by the City Council of the City of Huntsville on the 8th day of September, 2022, amending the Zoning Ordinance of the City of Huntsville, Alabama.

2. That the proposed amendment to the Zoning Ordinance of the City of Huntsville, Alabama, is substantially in words and figures as follows:

ORDINANCE NO. 22-_____

AN ORDINANCE TO AMEND THE ZONING ORDINANCES OF THE CITY OF HUNTSVILLE, ALABAMA

The public welfare requiring it, and under authority granted by Section 11-52-78 of the 1975 Code of Alabama, **BE IT ORDAINED** by the City Council for the City of Huntsville, Alabama, as follows:

WHEREAS, The City Council for the City of Huntsville, Alabama, approved the rezoning of land lying on the west side of Old Railroad Bed Road and south of Nick Davis Road from Highway Business C-4 District to Planned Development - Housing District, LUI 56, on the 20th of August 2020, by Ordinance 20-588; and

WHEREAS, Ordinance No. 20-588 included approval of the contents, conditions, waivers, and modifications as set out in the *Report to the City Council on Crown Creek PD-H Rezoning Request*; the Crown Creek PD Rezoning Submittal including the General Development Plan; the Illustrations of Typical Building Designs; the Slope and Elevation Maps; the Boundary and Topographic Survey; the Open Space Plan and the Physical Features Map; and

WHEREAS, the owners of the Crown Creek Planned Development desire to make certain changes in the approved General Development Plan to:

1. Amend the approved General Development Plan and reflect said changes to applicable surveys and maps of Crown Creek Planned Development - Housing District, LUI 56 to revise the secondary front yard setback requirement to no less than 12 feet.

NOW, THEREFORE, BE IT ORDAINED, by the City Council for the City of Huntsville, Alabama, that the General Development Plan and the *Report to the City Council on Crown Creek PD-H Rezoning Request* as approved by Ordinance No. 20-588 are hereby amended to incorporate Section 1, hereof; all of which are on file in the offices of the Huntsville Planning Division.

This ordinance shall take effect from and after the date of publication.

ADOPTED this the ____ day of _____, 2022.

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

APPROVED this the ____ day of _____, 2022.

_____
Mayor of the City of Huntsville, Alabama

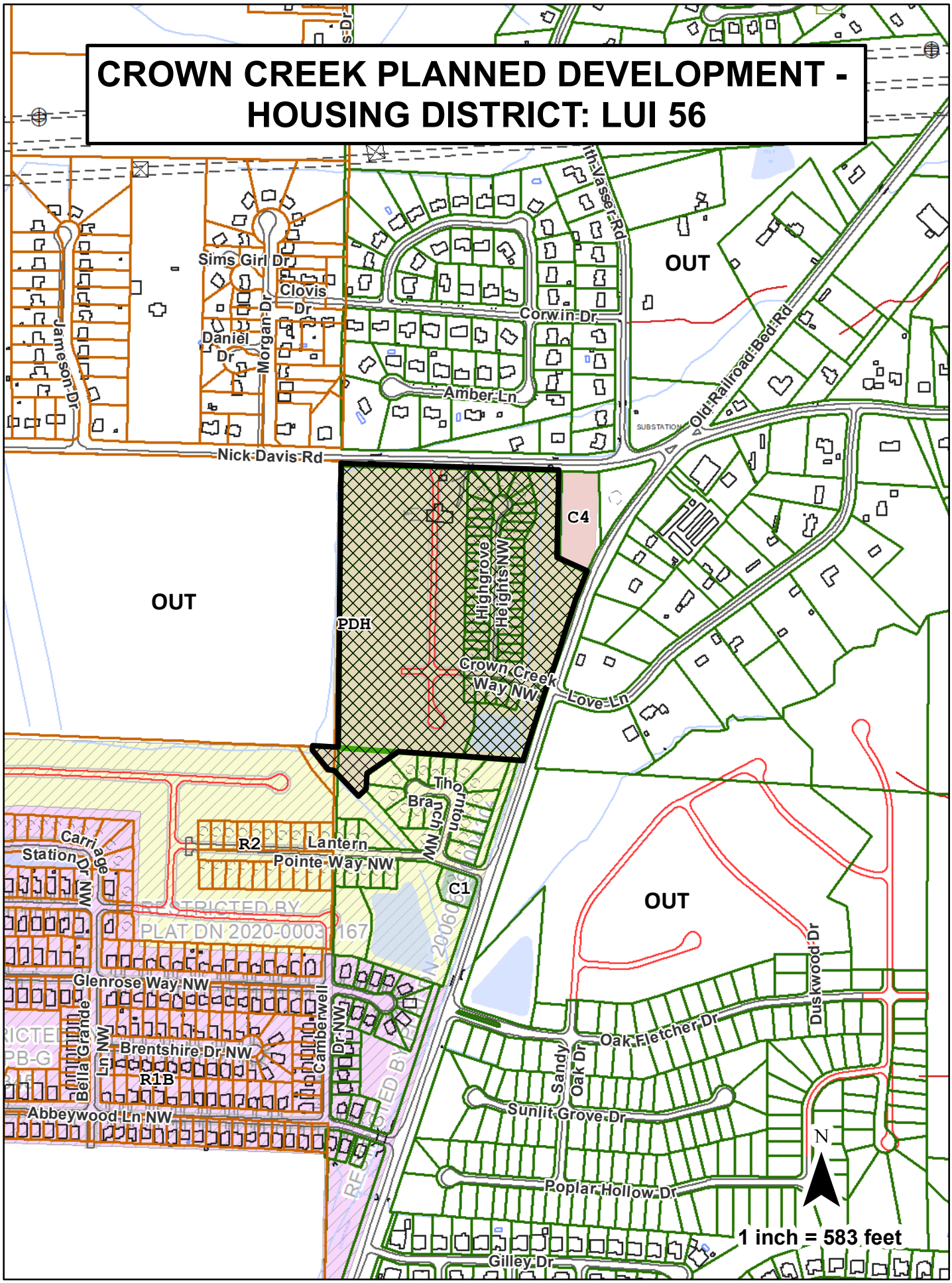
ADOPTED this the _____ day of _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

_____
Mayor of the City of Huntsville, Alabama

CROWN CREEK PLANNED DEVELOPMENT - HOUSING DISTRICT: LUI 56



308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** 2022-0753

Department: Planning

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

Resolution to set a public hearing on an ordinance amending Zoning Ordinance Article 24 - Highway Business C-4 District Regulations, Subsection 24.2.1 - Multiple Family Dwellings and Subsection 24.2.5 - Multiple Family Dwelling within Opportunity Zones, and Article 73 - Supplementary Regulations and Modifications, Section 73.13 - Multiple Family Dwellings (Apartment Buildings), to add that the Maximum number of structures shall be limited to four (4) structures per acre; and the introduction of an Ordinance pertaining to the same. (Set October 27, 2022 Regular Council Meeting)

Resolution No.

Ordinance No.

Finance Information:

Account Number: n/a

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 0

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location:

Address: n/a
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
Recommended by Planning Commission

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/8/2022 **File ID:** TMP-2021

Department: Planning

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

Resolution to set a public hearing on an ordinance amending Zoning Ordinance Article 24 - Highway Business C-4 District Regulations, Subsection 24.2.1 - Multiple Family Dwellings and Subsection 24.2.5 - Multiple Family Dwelling within Opportunity Zones, and Article 73 - Supplementary Regulations and Modifications, Section 73.13 - Multiple Family Dwellings (Apartment Buildings), to add that the Maximum number of structures shall be limited to four (4) structures per acre; and the introduction of an Ordinance pertaining to the same. (Set October 27, 2022 Regular Council Meeting)

Resolution No.

Ordinance No.

Finance Information:

Account Number: n/a

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 0

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location:

Address: n/a
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
Recommended by Planning Commission

RESOLUTION NO. 22-

WHEREAS, the Planning Commission of the City of Huntsville, Alabama, has given consideration to an amendment to the Zoning Ordinance, a synopsis of said amendment being as follows:

(1) Amend Zoning Ordinance ARTICLE 24 HIGHWAY BUSINESS C-4 DISTRICT REGULATIONS, Subsection 24.2.1 - Multiple Family Dwellings and Subsection 24.2.5 - Multiple Family Dwelling within Opportunity Zones, and ARTICLE 73 SUPPLEMENTARY REGULATIONS AND MODIFICATIONS, Section 73.13 - Multiple Family Dwellings (Apartment Buildings), to add that the Maximum number of structures shall be limited to four (4) structures per acre.

(2) The first publication of this resolution, this synopsis, and the ordinance hereinafter set out at length shall be in the Huntsville Times on the 25th day of September, 2022, and the second publication shall be one week thereafter on the 2nd day of October, 2022, both of which publications shall be at least 15 days in advance of the date of the public hearing hereinafter referred to.

WHEREAS, it is the judgement and opinion of the City Council of the City of Huntsville, Alabama, that consideration should be given to the adoption of an amendment to the Zoning Ordinance of the City of Huntsville, Alabama, in accordance with said request;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, as follows:

1. That the City Council of the City of Huntsville, Alabama, shall meet at 5:30 p.m. on the 27th day of October, 2022, in the Council Chambers of the City of Huntsville Administration Building at 308 Fountain Circle in the City of Huntsville, Alabama, for the purpose of holding a public hearing at which time and place all persons, parties in interest and cities who desire, shall have an opportunity to be heard in opposition to or in favor of said Ordinance No. 22-____, which is introduced by the City Council of the City of Huntsville on the 8th day of September, 2022, amending the Zoning Ordinance of the City of Huntsville, Alabama.

2. That the proposed amendment to the Zoning Ordinance of the City of Huntsville, Alabama, is substantially in words and figures as follows:

ORDINANCE NO. 22-_____

AN ORDINANCE TO AMEND THE ZONING ORDINANCES OF THE CITY OF HUNTSVILLE, ALABAMA

The public welfare requiring it, and under authority granted by Section 11-52-78 of the 1975 Code of Alabama, BE IT ORDAINED by the City Council for the City of Huntsville, Alabama, that the Zoning Ordinance of the City of Huntsville, Alabama, as adopted on the 21st day of March 1963, as amended, is hereby further amended as follows:

Section 1. Amend Zoning Ordinance ARTICLE 24 HIGHWAY BUSINESS C-4 DISTRICT REGULATIONS, Section 24.2 - Density Controls, by adding:

under Subsection 24.2.1 - Multiple Family Dwellings:

(15) Maximum number of structures shall be limited to four (4) structures per acre.

and,

under Subsection 24.2.5 - Multiple Family Dwelling within Opportunity Zones:

(12) Maximum number of structures shall be limited to four (4) structures per acre.

Section 2. Amend Zoning Ordinance ARTICLE 73 SUPPLEMENTARY REGULATIONS AND MODIFICATIONS, Section 73.13 - Multiple Family Dwellings (Apartment Buildings), by adding:

under Subsection 73.13.4 (1) Residence 2-A District:

(l) Maximum number of structures shall be limited to four (4) structures per acre.

and,

under Subsection 73.13.4 (2) Other districts permitting multiple family dwellings:

(k) Maximum number of structures shall be limited to four (4) structures per acre.

Section 3. This ordinance shall take effect from and after the date of its publication.

ADOPTED this the _____ day of _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

_____
Mayor of the City of Huntsville, Alabama

ADOPTED this the _____ day of _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

_____
Mayor of the City of Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** 2022-0754

Department: City Attorney

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

Resolution to set a public hearing on the vacation of an alleyway in the Pierre Addition to Viduta and Nolen Avenue; and introduction of a Resolution consenting to an introduction of an Ordinance vacating the alleyway pertaining to the same. (Set October 27, 2022, Regular Council Meeting)

Resolution No.

Resolution No.

Ordinance No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location:

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

Additional Comments:

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/8/2022 **File ID:** TMP-2028

Department: City Attorney

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

Resolution to set a public hearing on the vacation of an alleyway in the Pierre Addition to Viduta and Nolen Avenue; and introduction of a Resolution consenting to an introduction of an Ordinance vacating the alleyway pertaining to the same. (Set October 27, 2022, Regular Council Meeting)

Resolution No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location:

Address:

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

Additional Comments:

RESOLUTION NO. 22-_____

BE IT RESOLVED by the City Council of the City of Huntsville, within the State of Alabama, as follows:

1. That **Sam Bagley, and wife Regina Bagley; Donald Michael Cook, and wife Sandra Marsh Cook; John Piccirillo, and wife Pamela June Piccirillo; Thomas R. Tyler, Jr., and wife Heidi E. Tyler; and, Michael I. Flaherty, and wife Ellen P. Flaherty**, are the sole landowners abutting the property hereinafter described, submitted an application for the vacation of Right-of-way being and lying in Madison County, and being more particularly described as follows (the "Right-of-way" or the "Property"):

SEE EXHIBIT "A" – "PETITIONS FOR VACATION OF RIGHT-OF-WAY"
EXHIBIT "B" - "DECLARATIONS OF VACATION OF RIGHT-OF-WAY" and
EXHIBIT "C" – "PUBLIC HEARING NOTICE"

2. That a public hearing shall be held for purpose of allowing public comments on the proposed vacation of said Right-of-way at Huntsville City Hall in the Council Chamber, located at 308 Fountain Circle, Huntsville, Alabama 35801, at 5:30 p.m. on Thursday, October 27, 2022; and

3. That notice of the vacation of the Right-of-way has been or shall be provided to all adjacent landowners and any known entities with facilities or equipment lying in said Right-of-way in accordance with Section 23-4-1 *et seq.* of the Code of Alabama, 1975, as amended; and

4. That the Clerk-Treasurer is hereby ordered to have public hearing notice contained in Exhibit "C" attached hereto ("Public Notice"), immediately published in *The Huntsville Times* for four consecutive weeks, with said notice to run beginning on September 18, September 25, October 2, and October 9, 2022.

5. It is hereby ordered that copies of the Public Notice shall be posted on bulletin boards located in the Madison County Courthouse and Huntsville City Hall.

ADOPTED this the 8th day of September, 2022.

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

APPROVED this the 8th day of September, 2022.

_____
Mayor of the City of
Huntsville, Alabama

STATE OF ALABAMA)
MADISON COUNTY)

PETITION FOR VACATION OF RIGHT-OF-WAY

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned **Sam Bagley, and wife Regina Bagley,** being the owners of all lands abutting the portion or public way described on **Exhibit A** attached hereto and incorporated herein by reference (the "right-of-way"), pursuant to Section 23-4-20 of the Alabama Code of 1975, do hereby petition the City Council of the City of Huntsville, Alabama, to declare the right-of-way vacated and divested out of the public.

The said owners do further represent and warrant that, after vacation of the right-of-way, convenient means of ingress and egress to and from its properties will be afforded to all other property owners by the remaining public ways dedicated to the public for public way purposes.

Accordingly, the undersigned owners respectfully petition and request that the City Council of the City of Huntsville, Alabama, give such notices, set and conduct such public hearings, adopt such resolutions and ordinances, and take such other actions, all as are necessary to vacate the Right-of-way as required by applicable law.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the 20 day of April, 2022.

SAM BAGLEY

REGINA BAGLEY

STATE OF ALABAMA)
MADISON COUNTY)

I, the undersigned Notary Public in and for said County in said State, hereby certify that **Sam Bagley, and wife Regina Bagley**, whose names are signed to the foregoing document, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same on the day the same bears date.

GIVEN under my hand and official seal this the 20 day of April, 2022.

Notary Public
My Commission Expires: 1-31-2025

EXHIBIT A

STATE OF ALABAMA)
MADISON COUNTY)

PETITION FOR VACATION OF RIGHT-OF-WAY

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned **Donald Michael Cook, and wife Sandra Marsh Cook,** being the owners of all lands abutting the portion or public way described on **Exhibit A** attached hereto and incorporated herein by reference (the "right-of-way"), pursuant to Section 23-4-20 of the Alabama Code of 1975, do hereby petition the City Council of the City of Huntsville, Alabama, to declare the right-of-way vacated and divested out of the public.

The said owners do further represent and warrant that, after vacation of the right-of-way, convenient means of ingress and egress to and from its properties will be afforded to all other property owners by the remaining public ways dedicated to the public for public way purposes.

Accordingly, the undersigned owners respectfully petition and request that the City Council of the City of Huntsville, Alabama, give such notices, set and conduct such public hearings, adopt such resolutions and ordinances, and take such other actions, all as are necessary to vacate the Right-of-way as required by applicable law.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the 20 day of April, 2022.

Donald M. Cook
DONALD MICHAEL COOK

Sandra Marsh Cook
SANDRA MARSH COOK

STATE OF ALABAMA)
MADISON COUNTY)

I, the undersigned Notary Public in and for said County in said State, hereby certify that **Donald Michael Cook, and wife Sandra Marsh Cook**, whose names are signed to the foregoing document, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same on the day the same bears date.

GIVEN under my hand and official seal this the 20 day of April, 2022.

Stephen D Hicks
Notary Public
My Commission Expires: 1-31-25

EXHIBIT A

STATE OF ALABAMA)
MADISON COUNTY)

PETITION FOR VACATION OF RIGHT-OF-WAY

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned **John Piccirillo, and wife Pamela June Piccirillo,** being the owners of all lands abutting the portion or public way described on **Exhibit A** attached hereto and incorporated herein by reference (the "right-of-way"), pursuant to Section 23-4-20 of the Alabama Code of 1975, do hereby petition the City Council of the City of Huntsville, Alabama, to declare the right-of-way vacated and divested out of the public.

The said owners do further represent and warrant that, after vacation of the right-of-way, convenient means of ingress and egress to and from its properties will be afforded to all other property owners by the remaining public ways dedicated to the public for public way purposes.

Accordingly, the undersigned owners respectfully petition and request that the City Council of the City of Huntsville, Alabama, give such notices, set and conduct such public hearings, adopt such resolutions and ordinances, and take such other actions, all as are necessary to vacate the Right-of-way as required by applicable law.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the 27th day of June, 2022.

JOHN PICCIRILLO

PAMELA JUNE PICCIRILLO

STATE OF ALABAMA)
MADISON COUNTY)

I, the undersigned Notary Public in and for said County in said State, hereby certify that **John Piccirillo, and wife Pamela June Piccirillo**, whose names are signed to the foregoing document, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same on the day the same bears date.

GIVEN under my hand and official seal this the 27th day of June, 2022.

Notary Public
My Commission Expires: 1-31-2025

EXHIBIT A

STATE OF ALABAMA)
MADISON COUNTY)

PETITION FOR VACATION OF RIGHT-OF-WAY

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned **Thomas R. Tyler, Jr., and wife Heidi E. Tyler,** being the owners of all lands abutting the portion or public way described on **Exhibit A** attached hereto and incorporated herein by reference (the "right-of-way"), pursuant to Section 23-4-20 of the Alabama Code of 1975, do hereby petition the City Council of the City of Huntsville, Alabama, to declare the right-of-way vacated and divested out of the public.

The said owners do further represent and warrant that, after vacation of the right-of-way, convenient means of ingress and egress to and from its properties will be afforded to all other property owners by the remaining public ways dedicated to the public for public way purposes.

Accordingly, the undersigned owners respectfully petition and request that the City Council of the City of Huntsville, Alabama, give such notices, set and conduct such public hearings, adopt such resolutions and ordinances, and take such other actions, all as are necessary to vacate the Right-of-way as required by applicable law.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the 27th day of June, 2022.

THOMAS R. TYLER, JR.

HEIDI E. TYLER

STATE OF ALABAMA)
MADISON COUNTY)

I, the undersigned Notary Public in and for said County in said State, hereby certify that **Thomas R. Tyler, Jr., and wife Heidi E. Tyler**, whose names are signed to the foregoing document, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same on the day the same bears date.

GIVEN under my hand and official seal this the 27th day of June, 2022.

Notary Public
My Commission Expires: 1-31-2025

STATE OF ALABAMA)
MADISON COUNTY)

PETITION FOR VACATION OF RIGHT-OF-WAY

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned **Michael I. Flaherty, and wife Ellen P. Flaherty,** being the owners of all lands abutting the portion or public way described on **Exhibit A** attached hereto and incorporated herein by reference (the "right-of-way"), pursuant to Section 23-4-20 of the Alabama Code of 1975, do hereby petition the City Council of the City of Huntsville, Alabama, to declare the right-of-way vacated and divested out of the public.

The said owners do further represent and warrant that, after vacation of the right-of-way, convenient means of ingress and egress to and from its properties will be afforded to all other property owners by the remaining public ways dedicated to the public for public way purposes.

Accordingly, the undersigned owners respectfully petition and request that the City Council of the City of Huntsville, Alabama, give such notices, set and conduct such public hearings, adopt such resolutions and ordinances, and take such other actions, all as are necessary to vacate the Right-of-way as required by applicable law.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the 27th day of June, 2022.

Michael I. Flaherty
MICHAEL I. FLAHERTY

Ellen P. Flaherty
ELLEN P. FLAHERTY

STATE OF ALABAMA)
MADISON COUNTY)

I, the undersigned Notary Public in and for said County in said State, hereby certify that **Michael I. Flaherty, and wife Ellen P. Flaherty**, whose names are signed to the foregoing document, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same on the day the same bears date.

GIVEN under my hand and official seal this the 27th day of June, 2022.

Notary Public
My Commission Expires: 1-31-2025

STATE OF ALABAMA

COUNTY OF MADISON

DECLARATION OF VACATION OF RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Sam Bagley and wife Regina Bagley desiring to vacate that certain right-of-way hereinafter described, say as follows:

1. That the said Owners are the owners of all the land abutting the hereinafter described right-of-way; and

2. WHEREAS, convenient and reasonable means of ingress and egress are available to the owners of the surrounding property; and

3. WHEREAS, the said right-of-way, hereinafter described, is situated within the corporate limits of the City of Huntsville, Alabama, and was heretofore dedicated to said City; and

4. WHEREAS, the undersigned, by this instrument, declare their intent to vacate the said right-of-way, hereinafter described; and

5. WHEREAS, it may be necessary for the City of Huntsville, Alabama to retain an easement for utilities and drainage over the real estate described below.

NOW, THEREFORE, the undersigned, as the owners of all property abutting the said right-of-way hereinafter described, do hereby petition and urge that the City Council of the City of Huntsville, Alabama, adopt a resolution hereby declaring said easement vacated and assenting to the vacation of the following described right-of-way, being described, as follows:

STATE OF ALABAMA — 0.06 ACRES
MADISON COUNTY — (2552.0 SQ. FT.)

EAST HALF OF A 20 FOOT ALLEY:

ALL THAT PART OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 1 EAST, MADISON COUNTY, ALABAMA MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A ½" REBAR FOUND PURPORTED AS BEING THE SOUTHEAST CORNER OF LOT 19 OF A RESUBDIVISION OF LOTS 13, 15, 17 AND 19 PIERRE ADDITION AS RECORDED IN PLAT BOOK 1, PAGE 22 AS RECORDED IN DOCUMENT NUMBER 20160629000358560 IN THE PROBATE RECORDS OF SAID MADISON COUNTY, THENCE AROUND A CURVE TO THE LEFT, HAVING A RADIUS OF 1325.72 FEET AND A CHORD BEARING AND CHORD DISTANCE OF NORTH 86 DEGREES 05 MINUTES 42 SECONDS EAST 4.88 FEET TO A POINT; THENCE NORTH 85 DEGREES

10 MINUTES 52 SECONDS EAST 21.53 FEET TO A 5/8" CAPPED REBAR FOUND AT THE SOUTHWEST CORNER OF LOT 2 OF PIERRE ADDITION TO THE TOWN OF VIDUTA ON MONTE SANO AS RECORDED IN PLAT BOOK 1, PAGE 22 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA; THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT 2, NORTH 84 DEGREES 41 MINUTES 18 SECONDS EAST 138.91 FEET TO A 5/8" CAPPED REBAR FOUND AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 01 DEGREES 05 MINUTES 37 SECONDS EAST 256.81 FEET TO A NAIL FOUND IN A TREE AT THE NORTHEAST CORNER OF LOT 6 OF SAID PIERRE ADDITION TO THE TOWN OF VIDUTA; THENCE SOUTH 88 DEGREES 36 MINUTES 51 SECONDS EAST 9.96 FEET TO A ½" CAPPED REBAR FOUND AT THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, SOUTH 88 DEGREES 17 MINUTES 25 SECONDS EAST 10.01 FEET TO A ½" CAPPED REBAR FOUND AT THE NORTHWEST CORNER OF LOT 5 OF PIERRE ADDITION TO THE TOWN OF VIDUTA; THENCE SOUTH 01 DEGREES 07 MINUTES 03 SECONDS WEST 69.97 FEET TO A ½" CAPPED REBAR FOUND; THENCE SOUTH 01 DEGREES 06 MINUTES 07 SECONDS WEST 184.58 FEET TO A ½" CAPPED REBAR FOUND AT THE SOUTHWEST CORNER OF LOT 1 OF SAID PIERRE ADDITION TO TOWN OF VIDUTA; THENCE SOUTH 83 DEGREES 53 MINUTES 36 SECONDS WEST 10.05 FEET TO A ½" CAPPED REBAR FOUND; THENCE NORTH 01 DEGREES 05 MINUTES 14 SECONDS EAST 185.94 FEET TO A ½" REBAR FOUND; THENCE NORTH 01 DEGREES 07 MINUTES 20 SECONDS EAST 69.99 FEET TO THE POINT OF BEGININNG, CONTAINING 0.06 ACRES (2552.0 SQ. FT.), MORE OR LESS.

The above-described property shall remain subject to an easement for utilities and drainage in favor of the City of Huntsville, Alabama.

IN WITNESS WHEREOF, the undersigned owners of all property abutting said right-of-way hereinabove described, have caused this instrument to be executed, on this ___ day of _____, 2022.

By: _____
Owner

By: _____
Owner

STATE OF ALABAMA
COUNTY OF MADISON

I, the undersigned, a Notary Public in and for the State of Alabama at Large, hereby certify that Sam Bagley, whose name is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same on the day the same bears date.

Given under my hand and official seal of office, this the 20 day of April, 2022.

_____
Notary Public
My Commission Expires:
1-31-2025

STATE OF ALABAMA
COUNTY OF MADISON

I, the undersigned, a Notary Public in and for the State of Alabama at Large, hereby certify that Regina Bagley, whose name is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same on the day the same bears date.

Given under my hand and official seal of office, this the 20 day of April, 2022.

_____
Notary Public
My Commission Expires:
1-31-2025

STATE OF ALABAMA

COUNTY OF MADISON

DECLARATION OF VACATION OF RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Donald Michael Cook and wife Sandra Marsh Cook desiring to vacate that certain right-of-way hereinafter described, say as follows:

1. That the said Owners are the owners of all the land abutting the hereinafter described right-of-way; and

2. WHEREAS, convenient and reasonable means of ingress and egress are available to the owners of the surrounding property; and

3. WHEREAS, the said right-of-way, hereinafter described, is situated within the corporate limits of the City of Huntsville, Alabama, and was heretofore dedicated to said City; and

4. WHEREAS, the undersigned, by this instrument, declare their intent to vacate the said right-of-way, hereinafter described; and

5. WHEREAS, it may be necessary for the City of Huntsville, Alabama to retain an easement for utilities and drainage over the real estate described below.

NOW, THEREFORE, the undersigned, as the owners of all property abutting the said right-of-way hereinafter described, do hereby petition and urge that the City Council of the City of Huntsville, Alabama, adopt a resolution hereby declaring said easement vacated and assenting to the vacation of the following described right-of-way, being described, as follows:

STATE OF ALABAMA — 0.06 ACRES
MADISON COUNTY — (2548.1 SQ. FT.)

WEST HALF OF A 20 FOOT ALLEY:

ALL THAT PART OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 1 EAST, MADISON COUNTY, ALABAMA MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A ½" REBAR FOUND PURPORTED AS BEING THE SOUTHEAST CORNER OF LOT 19 OF A RESUBDIVISION OF LOTS 13, 15, 17 AND 19 PIERRE ADDITION AS RECORDED IN PLAT BOOK 1, PAGE 22 AS RECORDED IN DOCUMENT NUMBER 20160629000358560 IN THE PROBATE RECORDS OF SAID MADISON COUNTY, THENCE AROUND A CURVE TO THE LEFT, HAVING A RADIUS OF 1325.72 FEET AND A CHORD BEARING AND CHORD DISTANCE OF NORTH 86 DEGREES 05 MINUTES 42 SECONDS EAST 4.88 FEET TO A POINT; THENCE NORTH 85 DEGREES

10 MINUTES 52 SECONDS EAST 21.53 FEET TO A 5/8" CAPPED REBAR FOUND AT THE SOUTHWEST CORNER OF LOT 2 OF PIERRE ADDITION TO THE TOWN OF VIDUTA ON MONTE SANO AS RECORDED IN PLAT BOOK 1, PAGE 22 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA; THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT 2, NORTH 84 DEGREES 41 MINUTES 18 SECONDS EAST 138.91 FEET TO A 5/8" CAPPED REBAR FOUND AT THE SOUTHEAST CORNER OF SAID LOT 2 AND BEING THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, NORTH 01 DEGREES 05 MINUTES 37 SECONDS EAST 256.81 FEET TO A NAIL FOUND IN A TREE AT THE NORTHEAST CORNER OF LOT 6 OF SAID PIERRE ADDITION TO THE TOWN OF VIDUTA; THENCE SOUTH 88 DEGREES 36 MINUTES 51 SECONDS EAST 9.96 FEET TO A ½" CAPPED REBAR FOUND; THENCE SOUTH 01 DEGREES 07 MINUTES 20 SECONDS WEST 69.99 FEET TO A ½" REBAR FOUND; THENCE SOUTH 01 DEGREES 05 MINUTES 14 SECONDS WEST 185.94 FEET TO A ½" CAPPED REBAR FOUND; THENCE SOUTH 86 DEGREES 17 MINUTES 53 SECONDS WEST 9.98 FEET TO THE POINT OF BEGININNG, CONTAINING 0.06 ACRES (2548.1 SQ. FT.), MORE OR LESS.

The above-described property shall remain subject to an easement for utilities and drainage in favor of the City of Huntsville, Alabama.

IN WITNESS WHEREOF, the undersigned owners of all property abutting said right-of-way hereinabove described, have caused this instrument to be executed, on this 20 day of April, 2022.

By: Donald M. Cook
Owner

By: Sandra Marsh Cook
Owner

STATE OF ALABAMA
COUNTY OF MADISON

I, the undersigned, a Notary Public in and for the State of Alabama at Large, hereby certify that Donald M Cook, whose name is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same on the day the same bears date.

Given under my hand and official seal of office, this the 20 day of April, 2022.

Notary Public
My Commission Expires:
1-31-2025

STATE OF ALABAMA
COUNTY OF MADISON

I, the undersigned, a Notary Public in and for the State of Alabama at Large, hereby certify that Sandra Marsh Cook, whose name is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same on the day the same bears date.

Given under my hand and official seal of office, this the 20 day of April, 2022.

Notary Public
My Commission Expires:
1-31-2025

STATE OF ALABAMA

COUNTY OF MADISON

DECLARATION OF VACATION OF RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS: That the undersigned John Piccirillo and wife Pamela June Piccirillo desiring to vacate that certain right-of-way hereinafter described, say as follows:

1. That the said Owners are the owners of all the land abutting the hereinafter described right-of-way; and

2. WHEREAS, convenient and reasonable means of ingress and egress are available to the owners of the surrounding property; and

3. WHEREAS, the said right-of-way, hereinafter described, is situated within the corporate limits of the City of Huntsville, Alabama, and was heretofore dedicated to said City; and

4. WHEREAS, the undersigned, by this instrument, declare their intent to vacate the said right-of-way, hereinafter described; and

5. WHEREAS, it may be necessary for the City of Huntsville, Alabama to retain an easement for utilities and drainage over the real estate described below.

NOW, THEREFORE, the undersigned, as the owners of all property abutting the said right-of-way hereinafter described, do hereby petition and urge that the City Council of the City of Huntsville, Alabama, adopt a resolution hereby declaring said easement vacated and assenting to the vacation of the following described right-of-way, being described, as follows:

EAST PORTION OF A 20 FOOT ALLEY:

ALL THAT PART OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 1 EAST, MADISON COUNTY, ALABAMA MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A ½" REBAR FOUND PURPORTED AS BEING THE SOUTHEAST CORNER OF LOT 19 OF A RESUBDIVISION OF LOTS 13, 15, 17 AND 19 PIERRE ADDITION AS RECORDED IN PLAT BOOK 1, PAGE 22 AS RECORDED IN DOCUMENT NUMBER 20160629000358560 IN THE PROBATE RECORDS OF SAID MADISON COUNTY, THENCE AROUND A CURVE TO THE LEFT, HAVING A RADIUS OF 1325.72 FEET AND A CHORD BEARING AND CHORD DISTANCE OF NORTH 86 DEGREES 05 MINUTES 42 SECONDS EAST 4.88 FEET TO A POINT; THENCE NORTH 85 DEGREES 10 MINUTES 52 SECONDS EAST 21.53 FEET TO A 5/8" CAPPED REBAR FOUND AT THE SOUTHWEST CORNER OF LOT 2 OF PIERRE ADDITION TO THE TOWN OF VIDUTA ON MONTE SANO AS RECORDED IN PLAT BOOK 1, PAGE 22 IN THE

PROBATE RECORDS OF MADISON COUNTY, ALABAMA; THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT 2, NORTH 84 DEGREES 41 MINUTES 18 SECONDS EAST 138.91 FEET TO A 5/8" CAPPED REBAR FOUND AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 01 DEGREES 05 MINUTES 37 SECONDS EAST 256.81 FEET TO A NAIL FOUND IN A TREE AT THE SOUTHEAST CORNER OF LOT 8 OF SAID PIERRE ADDITION TO THE TOWN OF VIDUTA; THENCE SOUTH 88 DEGREES 27 MINUTES 07 SECONDS EAST 19.97 TO A ½" CAPPED REBAR FOUND AT THE NORTHWEST CORNER OF LOT 5 OF SAID PIERRE ADDITION TO THE TOWN IF VIDUTA AND BEING THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, SOUTH 01 DEGREES 07 MINUTES 03 SECONDS WEST 69.97 FEET TO A ½" CAPPED REBAR FOUND; THENCE NORTH 88 DEGREES 22 MINUTES 23 SECONDS WEST 10.02 FEET TO A ½" CAPPED REBAR FOUND; THENCE NORTH 01 DEGREES 07 MINUTES 20 SECONDS EAST 69.99 FEET TOA ½" CAPPED REBAR FOUND; THENCE SOUTH 88 DEGREES 17 MINUTES 25 SECONDS EAST 10.01 FEET TO THE POINT OF BEGININNG, CONTAINING 0.02 ACRES (700.8 SQ. FT.), MORE OR LESS.

The above-described property shall remain subject to an easement for utilities and drainage in favor of the City of Huntsville, Alabama.

IN WITNESS WHEREOF, the undersigned owners of all property abutting said right-of-way hereinabove described, have caused this instrument to be executed, on this 27th day of June, 2022.

By: John Piccirillo
Owner

By: Pamela June Piccirillo
Owner

STATE OF ALABAMA
COUNTY OF MADISON

I, the undersigned, a Notary Public in and for the State of Alabama at Large, hereby certify that John Piccirillo, whose name is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same on the day the same bears date.

Given under my hand and official seal of office, this the 27th day of June, 2022.

Notary Public
My Commission Expires:
1-31-2025

STATE OF ALABAMA
COUNTY OF MADISON

I, the undersigned, a Notary Public in and for the State of Alabama at Large, hereby certify that Pamela June Piccirillo, whose name is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same on the day the same bears date.

Given under my hand and official seal of office, this the 27th day of June, 2022 .

Notary Public
My Commission Expires:
1-31-2025

STATE OF ALABAMA

COUNTY OF MADISON

DECLARATION OF VACATION OF RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Thomas R. Tyler, Jr. and wife Heidi E. Tyler desiring to vacate that certain right-of-way hereinafter described, say as follows:

1. That the said Owners are the owners of all the land abutting the hereinafter described right-of-way; and

2. WHEREAS, convenient and reasonable means of ingress and egress are available to the owners of the surrounding property; and

3. WHEREAS, the said right-of-way, hereinafter described, is situated within the corporate limits of the City of Huntsville, Alabama, and was heretofore dedicated to said City; and

4. WHEREAS, the undersigned, by this instrument, declare their intent to vacate the said right-of-way, hereinafter described; and

5. WHEREAS, it may be necessary for the City of Huntsville, Alabama to retain an easement for utilities and drainage over the real estate described below.

NOW, THEREFORE, the undersigned, as the owners of all property abutting the said right-of-way hereinafter described, do hereby petition and urge that the City Council of the City of Huntsville, Alabama, adopt a resolution hereby declaring said easement vacated and assenting to the vacation of the following described right-of-way, being described, as follows:

STATE OF ALABAMA — 0.05 ACRES
MADISON COUNTY — (2101.9 SQ. FT.)

EAST PORTION OF A 20 FOOT ALLEY:

ALL THAT PART OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 1 EAST, MADISON COUNTY, ALABAMA MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A ½" REBAR FOUND PURPORTED AS BEING THE SOUTHEAST CORNER OF LOT 19 OF A RESUBDIVISION OF LOTS 13, 15, 17 AND 19 PIERRE ADDITION AS RECORDED IN PLAT BOOK 1, PAGE 22 AS RECORDED IN DOCUMENT NUMBER 20160629000358560 IN THE PROBATE RECORDS OF SAID MADISON COUNTY, THENCE AROUND A CURVE TO THE LEFT, HAVING A RADIUS OF 1325.72 FEET AND A CHORD BEARING AND CHORD DISTANCE OF NORTH 86 DEGREES 05 MINUTES 42 SECONDS EAST 4.88 FEET TO A POINT; THENCE NORTH 85 DEGREES

10 MINUTES 52 SECONDS EAST 21.53 FEET TO A 5/8" CAPPED REBAR FOUND AT THE SOUTHWEST CORNER OF LOT 2 OF PIERRE ADDITION TO THE TOWN OF VIDUTA ON MONTE SANO AS RECORDED IN PLAT BOOK 1, PAGE 22 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA; THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT 2, NORTH 84 DEGREES 41 MINUTES 18 SECONDS EAST 138.91 FEET TO A 5/8" CAPPED REBAR FOUND AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 01 DEGREES 05 MINUTES 37 SECONDS EAST 256.81 FEET TO A NAIL FOUND IN A TREE AT THE SOUTHEAST CORNER OF LOT 8 OF SAID PIERRE ADDITION TO THE TOWN OF VIDUTA; THENCE SOUTH 88 DEGREES 27 MINUTES 07 SECONDS EAST 19.97 TO A ½" CAPPED REBAR FOUND AT THE SOUTHWEST CORNER OF LOT 7 OF SAID PIERRE ADDITION TO THE TOWN IF VIDUTA AND BEING THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, NORTH 88 DEGREES 17 MINUTES 25 SECONDS WEST 10.01 FEET TO A POINT; THENCE NORTH 01 DEGREES 34 MINUTES 35 SECONDS EAST 210.05 FEET TO A POINT; THENCE SOUTH 88 DEGREES 26 MINUTES 02 SECONDS EAST 10.00 FEET TO THE NORTHWEST CORNER OF LOT 7 OF SAID PIERRE ADDITION TO THE TOWN OF VIDUTA; THENCE SOUTH 01 DEGREES 34 MINUTES 24 SECONDS WEST 210.08 FEET TO THE POINT OF BEGININNG, CONTAINING 0.05 ACRES (2101.9 SQ. FT.), MORE OR LESS.

The above-described property shall remain subject to an easement for utilities and drainage in favor of the City of Huntsville, Alabama.

IN WITNESS WHEREOF, the undersigned owners of all property abutting said right-of-way hereinabove described, have caused this instrument to be executed, on this 27th day of June, 2022.

By: Thomas R Tyler Jr
Owner

By: Heidi E Tyler
Owner

STATE OF ALABAMA
COUNTY OF MADISON

I, the undersigned, a Notary Public in and for the State of Alabama at Large, hereby certify that Thomas R Tyler Jr, whose name is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same on the day the same bears date.

Given under my hand and official seal of office, this the 27th day of June, 2022.

Notary Public
My Commission Expires:
1-31-2025

STATE OF ALABAMA
COUNTY OF MADISON

I, the undersigned, a Notary Public in and for the State of Alabama at Large, hereby certify that Heidi E Tyler, whose name is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same on the day the same bears date.

Given under my hand and official seal of office, this the 27th day of June, 2022 .

Notary Public
My Commission Expires:
1-31-2025

STATE OF ALABAMA

COUNTY OF MADISON

DECLARATION OF VACATION OF RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Michael I. Flaherty and wife Ellen P. Flaherty desiring to vacate that certain right-of-way hereinafter described, say as follows:

1. That the said Owners are the owners of all the land abutting the hereinafter described right-of-way; and

2. WHEREAS, convenient and reasonable means of ingress and egress are available to the owners of the surrounding property; and

3. WHEREAS, the said right-of-way, hereinafter described, is situated within the corporate limits of the City of Huntsville, Alabama, and was heretofore dedicated to said City; and

4. WHEREAS, the undersigned, by this instrument, declare their intent to vacate the said right-of-way, hereinafter described; and

5. WHEREAS, it may be necessary for the City of Huntsville, Alabama to retain an easement for utilities and drainage over the real estate described below.

NOW, THEREFORE, the undersigned, as the owners of all property abutting the said right-of-way hereinafter described, do hereby petition and urge that the City Council of the City of Huntsville, Alabama, adopt a resolution hereby declaring said easement vacated and assenting to the vacation of the following described right-of-way, being described, as follows:

STATE OF ALABAMA — 0.05 ACRES
MADISON COUNTY — (2096.7 SQ. FT.)

WEST PORTION OF A 20 FOOT ALLEY:

ALL THAT PART OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 1 EAST, MADISON COUNTY, ALABAMA MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A ½" REBAR FOUND PURPORTED AS BEING THE SOUTHEAST CORNER OF LOT 19 OF A RESUBDIVISION OF LOTS 13, 15, 17 AND 19 PIERRE ADDITION AS RECORDED IN PLAT BOOK 1, PAGE 22 AS RECORDED IN DOCUMENT NUMBER 20160629000358560 IN THE PROBATE RECORDS OF SAID MADISON COUNTY, THENCE AROUND A CURVE TO THE LEFT, HAVING A RADIUS OF 1325.72 FEET AND A CHORD BEARING AND CHORD DISTANCE OF NORTH 86 DEGREES 05 MINUTES 42 SECONDS EAST 4.88 FEET TO A POINT; THENCE NORTH 85 DEGREES

10 MINUTES 52 SECONDS EAST 21.53 FEET TO A 5/8" CAPPED REBAR FOUND AT THE SOUTHWEST CORNER OF LOT 2 OF PIERRE ADDITION TO THE TOWN OF VIDUTA ON MONTE SANO AS RECORDED IN PLAT BOOK 1, PAGE 22 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA; THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT 2, NORTH 84 DEGREES 41 MINUTES 18 SECONDS EAST 138.91 FEET TO A 5/8" CAPPED REBAR FOUND AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 01 DEGREES 05 MINUTES 37 SECONDS EAST 256.81 FEET TO A NAIL FOUND IN A TREE AT THE SOUTHEAST CORNER OF LOT 8 OF SAID PIERRE ADDITION TO THE TOWN OF VIDUTA AND BEING THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, NORTH 01 DEGREES 33 MINUTES 58 SECONDS EAST 210.09 FEET TO THE NORTHEAST CORNER OF LOT 12 OF SAID PIERRE ADDITION TO THE TOWN OF VIDUTA; THENCE SOUTH 88 DEGREES 26 MINUTES 02 SECONDS EAST 10.00 FEET TO A POINT; THENCE SOUTH 01 DEGREES 34 MINUTES 35 SECONDS WEST 210.05 FEET TO A ½" CAPPED REBAR FOUND; THENCE NORTH 88 DEGREES 36 MINUTES 51 SECONDS WEST 9.96 FEET TO THE POINT OF BEGININNG, CONTAINING 0.05 ACRES (2096.7 SQ. FT.), MORE OR LESS.

The above-described property shall remain subject to an easement for utilities and drainage in favor of the City of Huntsville, Alabama.

IN WITNESS WHEREOF, the undersigned owners of all property abutting said right-of-way hereinabove described, have caused this instrument to be executed, on this 27th day of June, 2022.

By: Michael L Flaherty
Owner

By: Ellen P. Flaherty
Owner

STATE OF ALABAMA
COUNTY OF MADISON

I, the undersigned, a Notary Public in and for the State of Alabama at Large, hereby certify that Michael L Flaherty, whose name is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same on the day the same bears date.

Given under my hand and official seal of office, this the 27th day of June, 2022.

Notary Public
My Commission Expires:
1-31-2025

STATE OF ALABAMA
COUNTY OF MADISON

I, the undersigned, a Notary Public in and for the State of Alabama at Large, hereby certify that Ellen P Flaherty, whose name is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same on the day the same bears date.

Given under my hand and official seal of office, this the 27th day of June, 2022 .

Notary Public
My Commission Expires:
1-31-2025

EXHIBIT C

(Public Hearing Notice to be Published)

In accordance with Section 23-4-1 et seq. of the Code of Alabama, 1975, as amended, you are hereby notified of a public hearing to be held at Huntsville City Hall in the Council Chamber, located at 308 Fountain Circle, Huntsville, Alabama 35801, at 5:30 p.m. on Thursday, October 27, 2022.

The purpose of the hearing is to receive public comments on an application submitted by the City of Huntsville for the vacation of Right-of-way along Viduta and Nolen Avenue which is more particularly described as follows:

(Bagley)

STATE OF ALABAMA
MADISON COUNTY

0.06 ACRES
(2552.0 SQ. FT.)

EAST HALF OF A 20 FOOT ALLEY:

ALL THAT PART OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 1 EAST, MADISON COUNTY, ALABAMA MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A ½" REBAR FOUND PURPORTED AS BEING THE SOUTHEAST CORNER OF LOT 19 OF A RESUBDIVISION OF LOTS 13, 15, 17 AND 19 PIERRE ADDITION AS RECORDED IN PLAT BOOK 1, PAGE 22 AS RECORDED IN DOCUMENT NUMBER 20160629000358560 IN THE PROBATE RECORDS OF SAID MADISON COUNTY, THENCE AROUND A CURVE TO THE LEFT, HAVING A RADIUS OF 1325.72 FEET AND A CHORD BEARING AND CHORD DISTANCE OF NORTH 86 DEGREES 05 MINUTES 42 SECONDS EAST 4.88 FEET TO A POINT; THENCE NORTH 85 DEGREES 10 MINUTES 52 SECONDS EAST 21.53 FEET TO A 5/8" CAPPED REBAR FOUND AT THE SOUTHWEST CORNER OF LOT 2 OF PIERRE ADDITION TO THE TOWN OF VIDUTA ON MONTE SANO AS RECORDED IN PLAT BOOK 1, PAGE 22 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA; THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT 2, NORTH 84 DEGREES 41 MINUTES 18 SECONDS EAST 138.91 FEET TO A 5/8" CAPPED REBAR FOUND AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 01 DEGREES 05 MINUTES 37 SECONDS EAST 256.81 FEET TO A NAIL FOUND IN A TREE AT THE NORTHEAST CORNER OF LOT 6 OF SAID PIERRE ADDITION TO THE TOWN OF VIDUTA; THENCE SOUTH 88 DEGREES 36 MINUTES 51 SECONDS EAST 9.96 FEET TO A ½" CAPPED REBAR FOUND AT THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, SOUTH 88 DEGREES 17 MINUTES 25 SECONDS EAST 10.01 FEET TO A ½" CAPPED REBAR FOUND AT THE NORTHWEST CORNER OF LOT 5 OF PIERRE ADDITION TO THE TOWN OF VIDUTA; THENCE SOUTH 01 DEGREES 07 MINUTES 03 SECONDS WEST 69.97 FEET TO A ½" CAPPED REBAR FOUND; THENCE SOUTH 01 DEGREES 06 MINUTES 07 SECONDS WEST 184.58 FEET TO A ½" CAPPED REBAR FOUND AT THE SOUTHWEST CORNER OF LOT 1 OF SAID PIERRE ADDITION TO TOWN OF VIDUTA; THENCE SOUTH 83 DEGREES 53 MINUTES 36 SECONDS WEST 10.05 FEET TO A ½" CAPPED REBAR FOUND; THENCE NORTH 01 DEGREES 05 MINUTES 14 SECONDS EAST 185.94 FEET TO A ½" REBAR FOUND; THENCE NORTH 01 DEGREES 07 MINUTES 20 SECONDS EAST 69.99 FEET TO THE POINT OF BEGININNG, CONTAINING 0.06 ACRES (2552.0 SQ. FT.), MORE OR LESS.

(Cook)

0.06 ACRES
(2548.1 SQ. FT.)

WEST HALF OF A 20 FOOT ALLEY:

ALL THAT PART OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 1 EAST, MADISON COUNTY, ALABAMA MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A ½" REBAR FOUND PURPORTED AS BEING THE SOUTHEAST CORNER OF LOT 19 OF A RESUBDIVISION OF LOTS 13, 15, 17 AND 19 PIERRE ADDITION AS RECORDED IN PLAT BOOK 1, PAGE 22 AS RECORDED IN DOCUMENT NUMBER 20160629000358560 IN THE PROBATE RECORDS OF SAID MADISON COUNTY, THENCE AROUND A CURVE TO THE LEFT, HAVING A RADIUS OF 1325.72 FEET AND A CHORD BEARING AND CHORD DISTANCE OF NORTH 86 DEGREES 05 MINUTES 42 SECONDS EAST 4.88 FEET TO A POINT; THENCE NORTH 85 DEGREES 10 MINUTES 52 SECONDS EAST 21.53 FEET TO A 5/8"

CAPPED REBAR FOUND AT THE SOUTHWEST CORNER OF LOT 2 OF PIERRE ADDITION TO THE TOWN OF VIDUTA ON MONTE SANO AS RECORDED IN PLAT BOOK 1, PAGE 22 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA; THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT 2, NORTH 84 DEGREES 41 MINUTES 18 SECONDS EAST 138.91 FEET TO A 5/8" CAPPED REBAR FOUND AT THE SOUTHEAST CORNER OF SAID LOT 2 AND BEING THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, NORTH 01 DEGREES 05 MINUTES 37 SECONDS EAST 256.81 FEET TO A NAIL FOUND IN A TREE AT THE NORTHEAST CORNER OF LOT 6 OF SAID PIERRE ADDITION TO THE TOWN OF VIDUTA; THENCE SOUTH 88 DEGREES 36 MINUTES 51 SECONDS EAST 9.96 FEET TO A ½" CAPPED REBAR FOUND; THENCE SOUTH 01 DEGREES 07 MINUTES 20 SECONDS WEST 69.99 FEET TO A ½" REBAR FOUND; THENCE SOUTH 01 DEGREES 05 MINUTES 14 SECONDS WEST 185.94 FEET TO A ½" CAPPED REBAR FOUND; THENCE SOUTH 86 DEGREES 17 MINUTES 53 SECONDS WEST 9.98 FEET TO THE POINT OF BEGININNG, CONTAINING 0.06 ACRES (2548.1 SQ. FT.), MORE OR LESS.

(Piccirillo)

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THENCE FROM THE POINT OF BEGINNING, SOUTH 01 DEGREES 07 MINUTES 03 SECONDS WEST 69.97 FEET TO A ½" CAPPED REBAR FOUND; THENCE NORTH 88 DEGREES 22 MINUTES 23 SECONDS WEST 10.02 FEET TO A ½" CAPPED REBAR FOUND; THENCE NORTH 01 DEGREES 07 MINUTES 20 SECONDS EAST 69.99 FEET TOA ½" CAPPED REBAR FOUND; THENCE SOUTH 88 DEGREES 17 MINUTES 25 SECONDS EAST 10.01 FEET TO THE POINT OF BEGININNG, CONTAINING 0.02 ACRES (700.8 SQ. FT.), MORE OR LESS.

(Tyler)

0.05 ACRES
(2101.9 SQ. FT.)

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THENCE FROM THE POINT OF BEGINNING, NORTH 88 DEGREES 17 MINUTES 25 SECONDS WEST 10.01 FEET TO A POINT; THENCE NORTH 01 DEGREES 34 MINUTES 35 SECONDS EAST 210.05 FEET TO A POINT; THENCE SOUTH 88 DEGREES 26 MINUTES 02 SECONDS EAST 10.00 FEET TO THE NORTHWEST CORNER OF LOT 7 OF SAID PIERRE ADDITION TO THE TOWN OF VIDUTA; THENCE SOUTH 01 DEGREES 34 MINUTES 24 SECONDS WEST 210.08 FEET TO THE POINT OF BEGININNG, CONTAINING 0.05 ACRES (2101.9 SQ. FT.), MORE OR LESS.

(Flaherty)

0.05 ACRES
(2096.7 SQ. FT.)

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The above described property shall remain subject to any easement for utilities and drainage in favor of the City of Huntsville, Alabama.

This notice is being sent by United States mail at least 30 days prior to the scheduled hearing to all abutting owners, if any, and to all entities know to have facilities or equipment within the public Right-of-way of the street to be vacated, as their names and addresses appear on roll in the Madison County Revenue Commissioner's office or Madison County Tax Assessor's office, and shall be posted at the Madison County Courthouse and at Huntsville City Hall. Any citizen alleging to be affected by the proposed vacation may submit a written objection to the City Council or may request an opportunity to be heard at the public hearing held as required by law, any such objection or request may be directed to: Attn: Thomas Nunez, City Planning Department, 308 Fountain Circle, 2nd Floor, Huntsville, Alabama 35801 or thomas.nunez@huntsvilleal.gov.

RESOLUTION NO. 22-_____

BE IT RESOLVED by the City Council of the City of Huntsville, within the State of Alabama, as follows:

1. That **Sam Bagley, and wife Regina Bagley; Donald Michael Cook, and wife Sandra Marsh Cook; John Piccirillo, and wife Pamela June Piccirillo; Thomas R. Tyler, Jr., and wife Heidi E. Tyler; and, Michael I. Flaherty, and wife Ellen P. Flaherty**, are the sole landowners abutting the property hereinafter described, made application for the vacation of that certain Right-of-Way more particularly described as follows (the "Right-of-Way" or the "Property"):

See Exhibit "A" attached hereto and incorporated herein.

2. That notice of the vacation of the Right-of-Way has been given as required by Section 23-4-1 *et seq.* of the Code of Alabama, 1975, as amended, and a public hearing held for purposes of allowing public comments on the proposed vacation before the City Council.

3. That after vacation of the designated portion of Right-of-Way and all public rights therein, convenient and reasonable means of ingress and egress to and from the respective property will be afforded to all property owners owning property in or near the Right-of-Way by the remaining streets, avenues, and highways.

4. That in the judgment and opinion of the City Council of the City of Huntsville that it is in the public interest and necessary and expedient that the City vacate the designated portion of Right-of-Way and that the vacation of the designated portion of Right-of-Way is in the best interests of the citizens of the City in that same will contribute to the health and general welfare of the citizens of the City of Huntsville, Alabama.

5. That the filing of the resolution with the Judge of Probate of Madison County, Alabama, shall operate as a declaration of the City's vacation of that portion of the Right-of-Way as described herein and shall divest all public rights and liabilities, including any rights which may have been acquired by prescription, in that part of the Right-of-Way. Title and all public rights shall vest in the abutting landowners, **Sam Bagley, and wife Regina Bagley; Donald Michael Cook, and wife Sandra Marsh Cook; John Piccirillo, and wife Pamela June Piccirillo; Thomas R. Tyler, Jr., and wife Heidi E. Tyler; and, Michael I. Flaherty, and wife Ellen P. Flaherty.**

6. That notice of this resolution shall be published in *The Huntsville Times* no later than fourteen (14) days from the date hereof.

NOW THEREFORE, be it resolved by the City Council of the City of Huntsville that they do hereby assent to the said vacation of the herein described portion of Right-of-Way and that the above described Property be and the same is hereby vacated and annulled and all public rights therein divested of the Property, with the City of Huntsville retaining a public utility and drainage Easements over, across and under subject property.

ADOPTED this the 27th day of October, 2022.

_____
President of the City Council
City of Huntsville, Alabama

APPROVED this the 27th day of October, 2022.

_____
TOMMY BATTLE
Mayor of the City of Huntsville, Alabama

Bagley

EXHIBIT A

STATE OF ALABAMA
MADISON COUNTY

0.06 ACRES
(2552.0 SQ. FT.)

EAST HALF OF A 20 FOOT ALLEY:

ALL THAT PART OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 1 EAST, MADISON COUNTY, ALABAMA MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A ½" REBAR FOUND PURPORTED AS BEING THE SOUTHEAST CORNER OF LOT 19 OF A RESUBDIVISION OF LOTS 13, 15, 17 AND 19 PIERRE ADDITION AS RECORDED IN PLAT BOOK 1, PAGE 22 AS RECORDED IN DOCUMENT NUMBER 20160629000358560 IN THE PROBATE RECORDS OF SAID MADISON COUNTY, THENCE AROUND A CURVE TO THE LEFT, HAVING A RADIUS OF 1325.72 FEET AND A CHORD BEARING AND CHORD DISTANCE OF NORTH 86 DEGREES 05 MINUTES 42 SECONDS EAST 4.88 FEET TO A POINT; THENCE NORTH 85 DEGREES 10 MINUTES 52 SECONDS EAST 21.53 FEET TO A 5/8" CAPPED REBAR FOUND AT THE SOUTHWEST CORNER OF LOT 2 OF PIERRE ADDITION TO THE TOWN OF VIDUTA ON MONTE SANO AS RECORDED IN PLAT BOOK 1, PAGE 22 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA; THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT 2, NORTH 84 DEGREES 41 MINUTES 18 SECONDS EAST 138.91 FEET TO A 5/8" CAPPED REBAR FOUND AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 01 DEGREES 05 MINUTES 37 SECONDS EAST 256.81 FEET TO A NAIL FOUND IN A TREE AT THE NORTHEAST CORNER OF LOT 6 OF SAID PIERRE ADDITION TO THE TOWN OF VIDUTA; THENCE SOUTH 88 DEGREES 36 MINUTES 51 SECONDS EAST 9.96 FEET TO A ½" CAPPED REBAR FOUND AT THE POINT OF BEGINNING.

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Cook

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MADISON COUNTY

0.06 ACRES
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Piccirillo

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MADISON COUNTY

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MADISON COUNTY

0.05 ACRES
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ORDINANCE NO. 22-____

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

Section 1. The City Council of the City of Huntsville, Alabama, finds that an application has been presented to the City of Huntsville requesting the vacation of a right-of-way; that the applicants have represented to the City of Huntsville that **Sam Bagley, and wife Regina Bagley; Donald Michael Cook, and wife Sandra Marsh Cook; John Piccirillo, and wife Pamela June Piccirillo; Thomas R. Tyler, Jr., and wife Heidi E. Tyler; and, Michael I. Flaherty, and wife Ellen P. Flaherty;** are the owners of the property across which said right-of-way lies; that said right-of-way, 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 quitclaim deeds vacating the right-of-way hereinafter described, said deeds 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 27th day of Oct., 2022, by and between **CITY OF HUNTSVILLE, an Alabama municipal corporation**, hereinafter referred to as "Party of the First Part", and **Sam Bagley, and wife, Regina Bagley**, 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 Clerk-Treasurer, the day and year hereinabove first written.

CITY OF HUNTSVILLE,
an Alabama municipal corporation

By: _____
Tommy Battle
Its: Mayor

ATTEST:

By: _____
Kenneth Benion
Its: Clerk-Treasurer

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 Kenneth Benion, whose names, as Mayor and Clerk-Treasurer, 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 27th day of Oct. ,2022.

_____
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:
Sam Bagley and Regina Bagley

_____

_____

Property address:
Four Easements within Trailhead Subdivision
Huntsville, AL 35811

"Exhibit A"

EAST HALF OF A 20 FOOT ALLEY:

ALL THAT PART OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 1 EAST, MADISON COUNTY, ALABAMA MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A ½" REBAR FOUND PURPORTED AS BEING THE SOUTHEAST CORNER OF LOT 19 OF A RESUBDIVISION OF LOTS 13, 15, 17 AND 19 PIERRE ADDITION AS RECORDED IN PLAT BOOK 1, PAGE 22 AS RECORDED IN DOCUMENT NUMBER 20160629000358560 IN THE PROBATE RECORDS OF SAID MADISON COUNTY, THENCE AROUND A CURVE TO THE LEFT, HAVING A RADIUS OF 1325.72 FEET AND A CHORD BEARING AND CHORD DISTANCE OF NORTH 86 DEGREES 05 MINUTES 42 SECONDS EAST 4.88 FEET TO A POINT; THENCE NORTH 85 DEGREES 10 MINUTES 52 SECONDS EAST 21.53 FEET TO A 5/8" CAPPED REBAR FOUND AT THE SOUTHWEST CORNER OF LOT 2 OF PIERRE ADDITION TO THE TOWN OF VIDUTA ON MONTE SANO AS RECORDED IN PLAT BOOK 1, PAGE 22 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA; THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT 2, NORTH 84 DEGREES 41 MINUTES 18 SECONDS EAST 138.91 FEET TO A 5/8" CAPPED REBAR FOUND AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 01 DEGREES 05 MINUTES 37 SECONDS EAST 256.81 FEET TO A NAIL FOUND IN A TREE AT THE NORTHEAST CORNER OF LOT 6 OF SAID PIERRE ADDITION TO THE TOWN OF VIDUTA; THENCE SOUTH 88 DEGREES 36 MINUTES 51 SECONDS EAST 9.96 FEET TO A ½" CAPPED REBAR FOUND AT THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, SOUTH 88 DEGREES 17 MINUTES 25 SECONDS EAST 10.01 FEET TO A ½" CAPPED REBAR FOUND AT THE NORTHWEST CORNER OF LOT 5 OF PIERRE ADDITION TO THE TOWN OF VIDUTA; THENCE SOUTH 01 DEGREES 07 MINUTES 03 SECONDS WEST 69.97 FEET TO A ½" CAPPED REBAR FOUND; THENCE SOUTH 01 DEGREES 06 MINUTES 07 SECONDS WEST 184.58 FEET TO A ½" CAPPED REBAR FOUND AT THE SOUTHWEST CORNER OF LOT 1 OF SAID PIERRE ADDITION TO TOWN OF VIDUTA; THENCE SOUTH 83 DEGREES 53 MINUTES 36 SECONDS WEST 10.05 FEET TO A ½" CAPPED REBAR FOUND; THENCE NORTH 01 DEGREES 05

MINUTES 14 SECONDS EAST 185.94 FEET TO A ½" REBAR FOUND; THENCE NORTH 01 DEGREES 07 MINUTES 20 SECONDS EAST 69.99 FEET TO THE POINT OF BEGININNG, CONTAINING 0.06 ACRES (2552.0 SQ. FT.), MORE OR LESS.

BUT RESERVING IN FAVOR OF THE GRANTOR, A PUBLIC UTILITY AND DRAINAGE EASEMENT OVER, ACROSS AND UNDER THE REAL PROPERTY DESCRIBED AS FOLLOWS:

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Prepared by:
Alan P. Judge, Attorney at Law
3315 Memorial Pkwy SW, Suite B-1
Huntsville, Alabama 35801

STATE OF ALABAMA)

COUNTY OF MADISON)

QUITCLAIM DEED

THIS INDENTURE MADE AND ENTERED into this, the 27th day of Oct. _, 2022, by and between **CITY OF HUNTSVILLE, an Alabama municipal corporation**, hereinafter referred to as "Party of the First Part", and **Donald Michael Cook, and wife Sandra Marsh Cook**, 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 Clerk-Treasurer, the day and year hereinabove first written.

CITY OF HUNTSVILLE,
an Alabama municipal corporation

By: _____
Tommy Battle
Its: Mayor

ATTEST:

By: _____
Kenneth Benion
Its: Clerk-Treasurer

Prepared by:
Alan P. Judge, Attorney at Law
3315 Memorial Pkwy SW, Suite B-1
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 Kenneth Benion, whose names, as Mayor and Clerk-Treasurer, 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 27th day of October, 2022.

_____
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:
Donald Michael Cook and Sandra Marsh Cook

_____

_____

Property address:
Four Easements within Trailhead Subdivision
Huntsville, AL 35811

Prepared by:
Alan P. Judge, Attorney at Law
3315 Memorial Pkwy SW, Suite B-1
Huntsville, Alabama 35801

"Exhibit A"

WEST HALF OF A 20 FOOT ALLEY:

ALL THAT PART OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 1 EAST, MADISON COUNTY, ALABAMA MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A ½" REBAR FOUND PURPORTED AS BEING THE SOUTHEAST CORNER OF LOT 19 OF A RESUBDIVISION OF LOTS 13, 15, 17 AND 19 PIERRE ADDITION AS RECORDED IN PLAT BOOK 1, PAGE 22 AS RECORDED IN DOCUMENT NUMBER 20160629000358560 IN THE PROBATE RECORDS OF SAID MADISON COUNTY, THENCE AROUND A CURVE TO THE LEFT, HAVING A RADIUS OF 1325.72 FEET AND A CHORD BEARING AND CHORD DISTANCE OF NORTH 86 DEGREES 05 MINUTES 42 SECONDS EAST 4.88 FEET TO A POINT; THENCE NORTH 85 DEGREES 10 MINUTES 52 SECONDS EAST 21.53 FEET TO A 5/8" CAPPED REBAR FOUND AT THE SOUTHWEST CORNER OF LOT 2 OF PIERRE ADDITION TO THE TOWN OF VIDUTA ON MONTE SANO AS RECORDED IN PLAT BOOK 1, PAGE 22 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA; THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT 2, NORTH 84 DEGREES 41 MINUTES 18 SECONDS EAST 138.91 FEET TO A 5/8" CAPPED REBAR FOUND AT THE SOUTHEAST CORNER OF SAID LOT 2 AND BEING THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, NORTH 01 DEGREES 05 MINUTES 37 SECONDS EAST 256.81 FEET TO A NAIL FOUND IN A TREE AT THE NORTHEAST CORNER OF LOT 6 OF SAID PIERRE ADDITION TO THE TOWN OF VIDUTA; THENCE SOUTH 88 DEGREES 36 MINUTES 51 SECONDS EAST 9.96 FEET TO A ½" CAPPED REBAR FOUND; THENCE SOUTH 01 DEGREES 07 MINUTES 20 SECONDS WEST 69.99 FEET TO A ½" REBAR FOUND; THENCE SOUTH 01 DEGREES 05 MINUTES 14 SECONDS WEST 185.94 FEET TO A ½" CAPPED REBAR FOUND; THENCE SOUTH 86 DEGREES 17 MINUTES 53 SECONDS WEST 9.98 FEET TO THE POINT OF BEGININNG, CONTAINING 0.06 ACRES (2548.1 SQ. FT.), MORE OR LESS.

BUT RESERVING IN FAVOR OF THE GRANTOR, A PUBLIC UTILITY AND DRAINAGE EASEMENT OVER, ACROSS AND UNDER THE REAL PROPERTY DESCRIBED AS FOLLOWS:

WEST HALF OF A 20 FOOT ALLEY:

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Prepared by:
Alan P. Judge, Attorney at Law
3315 Memorial Pkwy SW, Suite B-1
Huntsville, Alabama 35801

STATE OF ALABAMA)

COUNTY OF MADISON)

QUITCLAIM DEED

THIS INDENTURE MADE AND ENTERED into this, the 27th day of Oct. 2022, by and between **CITY OF HUNTSVILLE, an Alabama municipal corporation**, hereinafter referred to as "Party of the First Part", and **John Piccirillo, and wife, Pamela June Piccirillo**, 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 Clerk-Treasurer, the day and year hereinabove first written.

CITY OF HUNTSVILLE,
an Alabama municipal corporation

By: _____
Tommy Battle
Its: Mayor

ATTEST:

By: _____
Kenneth Benion
Its: Clerk-Treasurer

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 Kenneth Benion, whose names, as Mayor and Clerk-Treasurer, 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 27th day of Oct., 2022.

_____
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 Piccirillo and Pamela J. Piccirillo
_____
_____

Property address:
Four Easements within Trailhead Subdivision
Huntsville, AL 35811

"Exhibit A"

EAST PORTION OF A 20 FOOT ALLEY:

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THENCE FROM THE POINT OF BEGINNING, SOUTH 01 DEGREES 07 MINUTES 03 SECONDS WEST 69.97 FEET TO A ½" CAPPED REBAR FOUND; THENCE NORTH 88 DEGREES 22 MINUTES 23 SECONDS WEST 10.02 FEET TO A ½" CAPPED REBAR FOUND; THENCE NORTH 01 DEGREES 07 MINUTES 20 SECONDS EAST 69.99 FEET TOA ½" CAPPED REBAR FOUND; THENCE SOUTH 88 DEGREES 17 MINUTES 25 SECONDS EAST 10.01 FEET TO THE POINT OF BEGININNG, CONTAINING 0.02 ACRES (700.8 SQ. FT.), MORE OR LESS.

BUT RESERVING IN FAVOR OF THE GRANTOR, A PUBLIC UTILITY AND DRAINAGE EASEMENT OVER, ACROSS AND UNDER THE REAL PROPERTY DESCRIBED AS FOLLOWS:

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STATE OF ALABAMA)

COUNTY OF MADISON)

QUITCLAIM DEED

THIS INDENTURE MADE AND ENTERED into this, the 27th day of Oct., 2022, by and between **CITY OF HUNTSVILLE, an Alabama municipal corporation**, hereinafter referred to as "Party of the First Part", and **Thomas R, Tyler, Jr., and wife, Heidi E. Tyler**, 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:

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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 Clerk-Treasurer, the day and year hereinabove first written.

CITY OF HUNTSVILLE,
an Alabama municipal corporation

By: _____
Tommy Battle
Its: Mayor

ATTEST:

By: _____
Kenneth Benion
Its: Clerk-Treasurer

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 Kenneth Benion, whose names, as Mayor and Clerk-Treasurer, 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 27th day of Oct. 2022.

_____
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:
Thomas R. Tyler Jr. and Heidi E. Tyler

_____

_____

Property address:
Four Easements within Trailhead Subdivision
Huntsville, AL 35811

"Exhibit A"

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BUT RESERVING IN FAVOR OF THE GRANTOR, A PUBLIC UTILITY AND DRAINAGE EASEMENT OVER, ACROSS AND UNDER THE REAL PROPERTY DESCRIBED AS FOLLOWS:

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THIS INDENTURE MADE AND ENTERED into this, the 27th day of Oct. 2022, by and between **CITY OF HUNTSVILLE, an Alabama municipal corporation**, hereinafter referred to as "Party of the First Part", and **Michael I. Flaherty, and wife, Ellen P. Flaherty**, 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 Clerk-Treasurer, the day and year hereinabove first written.

CITY OF HUNTSVILLE,
an Alabama municipal corporation

By: _____
Tommy Battle
Its: Mayor

ATTEST:

By: _____
Kenneth Benion
Its: Clerk-Treasurer

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 Kenneth Benion, whose names, as Mayor and Clerk-Treasurer, 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 27th day of Oct. 2022.

_____
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:
Michael I. Flaherty and Ellen P. Flaherty

_____

_____

Property address:
Four Easements within Trailhead Subdivision
Huntsville, AL 35811

"Exhibit A"

WEST PORTION OF A 20 FOOT ALLEY:

ALL THAT PART OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 1 EAST, MADISON COUNTY, ALABAMA MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A ½" REBAR FOUND PURPORTED AS BEING THE SOUTHEAST CORNER OF LOT 19 OF A RESUBDIVISION OF LOTS 13, 15, 17 AND 19 PIERRE ADDITION AS RECORDED IN PLAT BOOK 1, PAGE 22 AS RECORDED IN DOCUMENT NUMBER 20160629000358560 IN THE PROBATE RECORDS OF SAID MADISON COUNTY, THENCE AROUND A CURVE TO THE LEFT, HAVING A RADIUS OF 1325.72 FEET AND A CHORD BEARING AND CHORD DISTANCE OF NORTH 86 DEGREES 05 MINUTES 42 SECONDS EAST 4.88 FEET TO A POINT; THENCE NORTH 85 DEGREES 10 MINUTES 52 SECONDS EAST 21.53 FEET TO A 5/8" CAPPED REBAR FOUND AT THE SOUTHWEST CORNER OF LOT 2 OF PIERRE ADDITION TO THE TOWN OF VIDUTA ON MONTE SANO AS RECORDED IN PLAT BOOK 1, PAGE 22 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA; THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT 2, NORTH 84 DEGREES 41 MINUTES 18 SECONDS EAST 138.91 FEET TO A 5/8" CAPPED REBAR FOUND AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 01 DEGREES 05 MINUTES 37 SECONDS EAST 256.81 FEET TO A NAIL FOUND IN A TREE AT THE SOUTHEAST CORNER OF LOT 8 OF SAID PIERRE ADDITION TO THE TOWN OF VIDUTA AND BEING THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, NORTH 01 DEGREES 33 MINUTES 58 SECONDS EAST 210.09 FEET TO THE NORTHEAST CORNER OF LOT 12 OF SAID PIERRE ADDITION TO THE TOWN OF VIDUTA; THENCE SOUTH 88 DEGREES 26 MINUTES 02 SECONDS EAST 10.00 FEET TO A POINT; THENCE SOUTH 01 DEGREES 34 MINUTES 35 SECONDS WEST 210.05 FEET TO A ½" CAPPED REBAR FOUND; THENCE NORTH 88 DEGREES 36 MINUTES 51 SECONDS WEST 9.96 FEET TO THE POINT OF BEGININNG, CONTAINING 0.05 ACRES (2096.7 SQ. FT.), MORE OR LESS.

BUT RESERVING IN FAVOR OF THE GRANTOR, A PUBLIC UTILITY AND DRAINAGE EASEMENT OVER, ACROSS AND UNDER THE REAL PROPERTY DESCRIBED AS FOLLOWS:

ALL THAT PART OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 1 EAST, MADISON COUNTY, ALABAMA MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A ½" REBAR FOUND PURPORTED AS BEING THE SOUTHEAST CORNER OF LOT 19 OF A RESUBDIVISION OF LOTS 13, 15, 17 AND 19 PIERRE ADDITION AS RECORDED IN PLAT BOOK 1, PAGE 22 AS RECORDED IN DOCUMENT NUMBER 20160629000358560 IN THE PROBATE RECORDS OF SAID MADISON COUNTY, THENCE AROUND A CURVE TO THE LEFT, HAVING A RADIUS OF 1325.72 FEET AND A CHORD BEARING AND CHORD DISTANCE OF NORTH 86 DEGREES 05 MINUTES 42 SECONDS EAST 4.88 FEET TO A POINT; THENCE NORTH 85 DEGREES 10 MINUTES 52 SECONDS EAST 21.53 FEET TO A 5/8" CAPPED REBAR FOUND AT THE SOUTHWEST CORNER OF LOT 2 OF PIERRE ADDITION TO THE TOWN OF VIDUTA ON MONTE SANO AS RECORDED IN PLAT BOOK 1, PAGE 22 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA; THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT 2, NORTH 84 DEGREES 41 MINUTES 18 SECONDS EAST 138.91 FEET TO A 5/8" CAPPED REBAR FOUND AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 01 DEGREES 05 MINUTES 37 SECONDS EAST 256.81 FEET TO A NAIL FOUND IN A TREE AT THE SOUTHEAST CORNER OF LOT 8 OF SAID PIERRE ADDITION TO THE TOWN OF VIDUTA AND BEING THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, NORTH 01 DEGREES 33 MINUTES 58 SECONDS EAST 210.09 FEET TO THE NORTHEAST CORNER OF LOT 12 OF SAID PIERRE ADDITION TO THE TOWN OF VIDUTA; THENCE SOUTH 88 DEGREES 26 MINUTES 02 SECONDS EAST 10.00 FEET TO A

POINT; THENCE SOUTH 01 DEGREES 34 MINUTES 35 SECONDS WEST 210.05 FEET TO A ½" CAPPED REBAR FOUND; THENCE NORTH 88 DEGREES 36 MINUTES 51 SECONDS WEST 9.96 FEET TO THE POINT OF BEGININNG, CONTAINING 0.05 ACRES (2096.7 SQ. FT.), MORE OR LESS.

Ordinance No. 22-_____ (Cont.)

ADOPTED this the 27th day of October, 2022.

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

APPROVED this the 27th day of October, 2022.

_____
Mayor of the City of
Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** 2022-0755

Department: City Attorney

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

Resolution to set a public hearing on the vacation of a right-of-way for Lot 20 in the Wakefield Subdivision; and introduction of a Resolution consenting to an introduction of an Ordinance vacating the right-of-way pertaining to the same. (Set October 27, 2022, Regular Council Meeting)

Resolution No.

Resolution No.

Ordinance No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location:

Address: 20 Asbury Road, Wakefield Subdivision
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

RESOLUTION NO. 22-_____

BE IT RESOLVED by the City Council of the City of Huntsville, within the State of Alabama, as follows:

1. That **Hunter Johnson and Amanda Johnson**, are the sole landowners abutting the property hereinafter described, submitted an application for the vacation of Right-of-way being and lying in Madison County, and being more particularly described as follows (the "Right-of-way" or the "Property"):

SEE EXHIBIT "A" - "DECLARATION OF VACATION OF RIGHT-OF-WAY" and EXHIBIT "B" – "PUBLIC HEARING NOTICE"

2. That a public hearing shall be held for purpose of allowing public comments on the proposed vacation of said Right-of-way at Huntsville City Hall in the Council Chamber, located at 308 Fountain Circle, Huntsville, Alabama 35801, at 5:30 p.m. on Thursday, October 27, 2022; and

3. That notice of the vacation of the Right-of-way has been or shall be provided to all adjacent landowners and any known entities with facilities or equipment lying in said Right-of-way in accordance with Section 23-4-1 *et seq.* of the Code of Alabama, 1975, as amended; and

4. That the Clerk-Treasurer is hereby ordered to have public hearing notice contained in Exhibit "B" attached hereto ("Public Notice"), immediately published in *The Huntsville Times* for four consecutive weeks, with said notice to run beginning on September 18, September 25, October 2, and October 9, 2022.

5. It is hereby ordered that copies of the Public Notice shall be posted on bulletin boards located in the Madison County Courthouse and Huntsville City Hall.

ADOPTED this the 8th day of September, 2022.

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

APPROVED this the 8th day of September, 2022.

_____
Mayor of the City of
Huntsville, Alabama

STATE OF ALABAMA)
:
COUNTY OF MADISON)

DECLARATION OF VACATION OF RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, **Jack W. Moore and wife Andrea G. Moore,** and **Hunter Johnson and wife Amanda Johnson,** (hereinafter collectively referred to as "Owners"), desiring to vacate a portion of that certain right-of-way hereinafter described, says as follows:

THAT WHEREAS, the undersigned Owners are the Owners of all the land abutting the effected portion of the hereinafter described right-of-way and do hereby give their consent to the City of Huntsville, Alabama for the vacation of such right-of-way; and,

THAT WHEREAS, convenient and reasonable means of ingress and egress are available to the Owners of all the surrounding property, and that this vacation of a portion of "St. Mark Road" should not adversely affect such ingress and egress; and,

THAT WHEREAS, the said right-of-way, hereinafter described, is situated within the corporate limits of the City of Huntsville, Alabama, and was heretofore dedicated to said City; and,

THAT WHEREAS, the undersigned Owners, by this instrument, declare their intent to vacate a portion of said right-of-way as hereinafter described.

NOW, THEREFORE, the undersigned, being the Owners of all property abutting the said right-of-way hereinafter described, do hereby petition and urge that the City Council of the City of Huntsville, Alabama, adopt a resolution hereby declaring said easement vacated and assenting to the vacation of a portion of the right-of-way, as hereinafter described, to-wit:

PARCEL "A"
All that part of Section 19, Township 3 South, Range 1 East of the Huntsville Meridian, Madison County, Alabama and being a part of St. Mark Road as shown on the record plat of Wakefield Subdivision as recorded in Plat Book 11, Page 69 in the Office of the Judge of Probate, Madison County, Alabama;

Particularly described as beginning at the Southwest corner of Lot 18, Block 6 of said Wakefield Subdivision, said point being at the end of St. Mark Road on the North right of way margin; Thence from the Point of Beginning and along the North right of way margin of said St. Mark Road, Due East 178.65 feet to the point of curve; Thence around a curve to the left, having a radius of 78.66 feet, a chord bearing and distance of North 76 degrees 23 minutes 41 seconds East 37.00 feet; Thence South 27 degrees 12 minutes 32 seconds East 25.00 feet to the centerline of said road; Thence along the centerline of said St. Mark Road, around a curve to the right, having a radius of 103.66 feet, a chord bearing and distance of South 76 degrees 23 minutes 41 seconds West 48.76 feet; Thence Due West 178.65 feet to the end of said road; Thence Due North 25.00 feet to the Point of Beginning and containing 5,548 square feet, more or less.

AND ALSO

PARCEL "B"
All that part of Section 19, Township 3 South, Range 1 East of the Huntsville Meridian, Madison County, Alabama and being a part of St. Mark Road as shown on the record plat of Wakefield Subdivision as recorded in Plat Book 11, Page 69 in the Office of the Judge of Probate, Madison County, Alabama;

Particularly described as commencing at the Southwest corner of Lot 18, Block 6 of said Wakefield Subdivision, said point being at the end of St. Mark Road on the North right of way margin; Thence Due South 25.00 feet to the Point of Beginning, said point being in the centerline of said St. Mark Road; Thence from the Point of Beginning, Due East 178.65 feet to the point of curve; Thence around a curve to the left, having a radius of 103.66 feet, a chord bearing and distance of North 76 degrees 23 minutes 41 seconds East 48.76 feet; Thence South 27 degrees 12 minutes 32 seconds East 25.00 feet to a point on the South right of way margin of said road; Thence along the South right of way margin of said St. Mark Road, around a curve to the right, having a radios of 128.66 feet, a chord bearing and distance of South 76 degrees 23 minutes 41 seconds West 60.52 feet; Thence Due West 178.65 feet to the end of said road; Thence Due North 25.00 feet to the Point of Beginning and containing 5,845 square feet, more or less.

The above-described property shall remain subject to any easement for utilities and drainage in favor of the City of Huntsville, Alabama.

(ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the undersigned Owners of all of the property abutting said right-of-way hereinabove described, has caused this instrument to be executed, on this 26th day of April, 2022.

_____(SEAL)
Jack W. Moore

_____(SEAL)
Andrea G. Moore

STATE OF ALABAMA)
:
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that, **Jack W. Moore and wife Andrea G. Moore,** whose names 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 this instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office, this the 26th day of April, 2022.

ANDREA GULLION NOTARY PUBLIC ALABAMA STATE AT LARGE

_____
Notary Public
My Commission Expires: 7-12-23

IN WITNESS WHEREOF, the undersigned Owners of all of the property abutting said right-of-way hereinabove described, has caused this instrument to be executed, on this 10 day of February, 2022.

_____(SEAL)
Hunter Johnson

_____(SEAL)
Amanda Johnson

STATE OF ALABAMA)
:
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that, **Hunter Johnson and wife Amanda Johnson,** whose names 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 this instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office, this the 10th day of February, 2022.

ANDREA GULLION NOTARY PUBLIC ALABAMA STATE AT LARGE

_____
Notary Public
My Commission Expires: 7-12-23

EXHIBIT B

(Public Hearing Notice to be Published)

In accordance with Section 23-4-1 et seq. of the Code of Alabama, 1975, as amended, you are hereby notified of a public hearing to be held at Huntsville City Hall in the Council Chamber, located at 308 Fountain Circle, Huntsville, Alabama 35801, at 5:30 p.m. on Thursday, October 27, 2022.

The purpose of the hearing is to receive public comments on an application submitted by the City of Huntsville for the vacation of Right-of-way along St. Mark Road which is more particularly described as follows:

STATE OF ALABAMA
MADISON COUNTY

PARCEL "A"
All that part of Section 19, Township 3 South, Range 1 East of the Huntsville Meridian, Madison County, Alabama and being a part of St. Mark Road as shown on the record plat of Wakefield Subdivision as recorded in Plat Book 11, Page 69 in the Office of the Judge of Probate, Madison County, Alabama:

Particularly described as beginning at the Southwest corner of Lot 18, Block 6 of said Wakefield Subdivision, said point being at the end of St. Mark Road on the North right of way margin; Thence from the Point of Beginning and along the North right of way margin of said St. Mark Road, Due East 178.65 feet to the point of curve; Thence around a curve to the left, having a radius of 78.66 feet, a chord bearing and distance of North 76 degrees 23 minutes 41 seconds East 37.00 feet; Thence South 27 degrees 12 minutes 32 seconds East 25.00 feet to the centerline of said road; Thence along the centerline of said St. Mark Road, around a curve to the right, having a radius of 103.66 feet, a chord bearing and distance of South 76 degrees 23 minutes 41 seconds West 48.76 feet; Thence Due West 178.65 feet to the end of said road; Thence Due North 25.00 feet to the Point of Beginning and containing 5,548 square feet, more or less.

AND ALSO

PARCEL "B"
All that part of Section 19, Township 3 South, Range 1 East of the Huntsville Meridian, Madison County, Alabama and being a part of St. Mark Road as shown on the record plat of Wakefield Subdivision as recorded in Plat Book 11, Page 69, in the Office of the Judge of Probate, Madison County, Alabama;

Particularly described as commencing at the Southwest corner of Lot 18, Block 6 of said Wakefield Subdivision, said point being at the end of St. Mark Road on the North right of way margin; Thence Due South 25.00 feet to the Point of Beginning, said point being in the centerline of said St. Mark Road; Thence from the Point of Beginning, Due East 178.65 feet to the point of curve; Thence around a curve to the left, having a radius of 103.66 feet, a chord bearing and distance of North 76 degrees 23 minutes 41 seconds East 48.76 feet; Thence South 27 degrees 12 minutes 32 seconds East 25.00 feet to a point on the South right of way margin of said road; Thence along the South right of way margin of said St. Mark Road, around a curve to the right, having a radius of 128.66 feet, a chord bearing and distance of South 76 degrees 23 minutes 41 seconds West 60.52 feet; Thence Due West 178.65 feet to the end of said road; Thence Due North 25.00 feet to the Point of Beginning and containing 5,845 square feet, more or less.

The above described property shall remain subject to any easement for utilities and drainage in favor of the City of Huntsville, Alabama.
This notice is being sent by United States mail at least 30 days prior to the scheduled hearing to all abutting owners, if any, and to all entities know to have facilities or equipment within the public Right-of-way of the street to be vacated, as their names and addresses appear on roll in the Madison County Revenue Commissioner's office or Madison County Tax Assessor's office, and shall be posted at the Madison County Courthouse and at Huntsville City Hall. Any citizen alleging to be affected by the proposed vacation may submit a written objection to the City Council or may request an opportunity to be heard at the public hearing held as required by law, any such objection or request may be directed to: Attn: Thomas Nunez, City Planning Department, 308 Fountain Circle, 2nd Floor, Huntsville, Alabama 35801 or thomas.nunez@huntsvilleal.gov.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/8/2022 **File ID:** TMP-2029

Department: City Attorney

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

Resolution to set a public hearing on the vacation of a right-of-way for Lot 20 in the Wakefield Subdivision; and introduction of a Resolution consenting to an introduction of an Ordinance vacating the right-of-way pertaining to the same. (Set October 27, 2022, Regular Council Meeting)

Resolution No.

Resolution No.

Ordinance No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location:

Address: 20 Asbury Road, Wakefield Subdivision
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

RESOLUTION NO. 22-_____

BE IT RESOLVED by the City Council of the City of Huntsville, within the State of Alabama, as follows:

1. That **Hunter Johnson and Amanda Johnson**, are the sole landowners abutting the property hereinafter described, submitted an application for the vacation of Right-of-way being and lying in Madison County, and being more particularly described as follows (the "Right-of-way" or the "Property"):

SEE EXHIBIT "A" - "DECLARATION OF VACATION OF RIGHT-OF-WAY" and EXHIBIT "B" – "PUBLIC HEARING NOTICE"

2. That a public hearing shall be held for purpose of allowing public comments on the proposed vacation of said Right-of-way at Huntsville City Hall in the Council Chamber, located at 308 Fountain Circle, Huntsville, Alabama 35801, at 5:30 p.m. on Thursday, October 27, 2022; and

3. That notice of the vacation of the Right-of-way has been or shall be provided to all adjacent landowners and any known entities with facilities or equipment lying in said Right-of-way in accordance with Section 23-4-1 *et seq.* of the Code of Alabama, 1975, as amended; and

4. That the Clerk-Treasurer is hereby ordered to have public hearing notice contained in Exhibit "B" attached hereto ("Public Notice"), immediately published in *The Huntsville Times* for four consecutive weeks, with said notice to run beginning on September 18, September 25, October 2, and October 9, 2022.

5. It is hereby ordered that copies of the Public Notice shall be posted on bulletin boards located in the Madison County Courthouse and Huntsville City Hall.

ADOPTED this the 8th day of September, 2022.

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

APPROVED this the 8th day of September, 2022.

_____
Mayor of the City of
Huntsville, Alabama

EXHIBIT A

STATE OF ALABAMA)

COUNTY OF MADISON)

DECLARATION OF VACATION OF RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, **Jack W. Moore and wife Andrea G. Moore,** and **Hunter Johnson and wife Amanda Johnson,** (hereinafter collectively referred to as "Owners"), desiring to vacate a portion of that certain right-of-way hereinafter described, says as follows:

THAT WHEREAS, the undersigned Owners are the Owners of all the land abutting the effected portion of the hereinafter described right-of-way and do hereby give their consent to the City of Huntsville, Alabama for the vacation of such right-of-way; and,

THAT WHEREAS, convenient and reasonable means of ingress and egress are available to the Owners of all the surrounding property, and that this vacation of a portion of "St. Mark Road" should not adversely affect such ingress and egress; and,

THAT WHEREAS, the said right-of-way, hereinafter described, is situated within the corporate limits of the City of Huntsville, Alabama, and was heretofore dedicated to said City; and,

THAT WHEREAS, the undersigned Owners, by this instrument, declare their intent to vacate a portion of said right-of-way as hereinafter described.

NOW, THEREFORE, the undersigned, being the Owners of all property abutting the said right-of-way hereinafter described, do hereby petition and urge that the City Council of the City of Huntsville, Alabama, adopt a resolution hereby declaring said easement vacated and assenting to the vacation of a portion of the right-of-way, as hereinafter described, to-wit:

PARCEL "A"
All that part of Section 19, Township 3 South, Range 1 East of the Huntsville Meridian, Madison County, Alabama and being a part of St. Mark Road as shown on the record plat of Wakefield Subdivision as recorded in Plat Book 11, Page 69 in the Office of the Judge of Probate, Madison County, Alabama;

Particularly described as beginning at the Southwest corner of Lot 18, Block 6 of said Wakefield Subdivision, said point being at the end of St. Mark Road on the North right of way margin; Thence from the Point of Beginning and along the North right of way margin of said St. Mark Road, Due East 178.65 feet to the point of curve; Thence around a curve to the left, having a radius of 78.66 feet, a chord bearing and distance of North 76 degrees 23 minutes 41 seconds East 37.00 feet; Thence South 27 degrees 12 minutes 32 seconds East 25.00 feet to the centerline of said road; Thence along the centerline of said St. Mark Road, around a curve to the right, having a radius of 103.66 feet, a chord bearing and distance of South 76 degrees 23 minutes 41 seconds West 48.76 feet; Thence Due West 178.65 feet to the end of said road; Thence Due North 25.00 feet to the Point of Beginning and containing 5,548 square feet, more or less.

AND ALSO

PARCEL "B"
All that part of Section 19, Township 3 South, Range 1 East of the Huntsville Meridian, Madison County, Alabama and being a part of St. Mark Road as shown on the record plat of Wakefield Subdivision as recorded in Plat Book 11, Page 69 in the Office of the Judge of Probate, Madison County, Alabama;

Particularly described as commencing at the Southwest corner of Lot 18, Block 6 of said Wakefield Subdivision, said point being at the end of St. Mark Road on the North right of way margin; Thence Due South 25.00 feet to the Point of Beginning, said point being in the centerline of said St. Mark Road; Thence from the Point of Beginning, Due East 178.65 feet to the point of curve; Thence around a curve to the left, having a radius of 103.66 feet, a chord bearing and distance of North 76 degrees 23 minutes 41 seconds East 48.76 feet; Thence South 27 degrees 12 minutes 32 seconds East 25.00 feet to a point on the South right of way margin of said road; Thence along the South right of way margin of said St. Mark Road, around a curve to the right, having a radios of 128.66 feet, a chord bearing and distance of South 76 degrees 23 minutes 41 seconds West 60.52 feet; Thence Due West 178.65 feet to the end of said road; Thence Due North 25.00 feet to the Point of Beginning and containing 5,845 square feet, more or less.

The above-described property shall remain subject to any easement for utilities and drainage in favor of the City of Huntsville, Alabama.

(ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the undersigned Owners of all of the property abutting said right-of-way hereinabove described, has caused this instrument to be executed, on this 26th day of April, 2022.

(SEAL)
Jack W. Moore

(SEAL)
Andrea G. Moore

STATE OF ALABAMA)
:
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that, **Jack W. Moore and wife Andrea G. Moore,** whose names 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 this instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office, this the 26th day of April, 2022.

ANDREA GULLION NOTARY PUBLIC ALABAMA STATE AT LARGE

Notary Public
My Commission Expires: 7-12-23

IN WITNESS WHEREOF, the undersigned Owners of all of the property abutting said right-of-way hereinabove described, has caused this instrument to be executed, on this 10 day of February, 2022.

_____(SEAL)
Hunter Johnson

_____(SEAL)
Amanda Johnson

STATE OF ALABAMA)
:
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that, **Hunter Johnson and wife Amanda Johnson,** whose names 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 this instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office, this the 10th day of February, 2022.

ANDREA GULLION NOTARY PUBLIC ALABAMA STATE AT LARGE

_____
Notary Public
My Commission Expires: 7-12-23

EXHIBIT B

(Public Hearing Notice to be Published)

In accordance with Section 23-4-1 et seq. of the Code of Alabama, 1975, as amended, you are hereby notified of a public hearing to be held at Huntsville City Hall in the Council Chamber, located at 308 Fountain Circle, Huntsville, Alabama 35801, at 5:30 p.m. on Thursday, October 27, 2022.

The purpose of the hearing is to receive public comments on an application submitted by the City of Huntsville for the vacation of Right-of-way along St. Mark Road which is more particularly described as follows:

STATE OF ALABAMA
MADISON COUNTY

PARCEL "A"
All that part of Section 19, Township 3 South, Range 1 East of the Huntsville Meridian, Madison County, Alabama and being a part of St. Mark Road as shown on the record plat of Wakefield Subdivision as recorded in Plat Book 11, Page 69 in the Office of the Judge of Probate, Madison County, Alabama:

Particularly described as beginning at the Southwest corner of Lot 18, Block 6 of said Wakefield Subdivision, said point being at the end of St. Mark Road on the North right of way margin; Thence from the Point of Beginning and along the North right of way margin of said St. Mark Road, Due East 178.65 feet to the point of curve; Thence around a curve to the left, having a radius of 78.66 feet, a chord bearing and distance of North 76 degrees 23 minutes 41 seconds East 37.00 feet; Thence South 27 degrees 12 minutes 32 seconds East 25.00 feet to the centerline of said road; Thence along the centerline of said St. Mark Road, around a curve to the right, having a radius of 103.66 feet, a chord bearing and distance of South 76 degrees 23 minutes 41 seconds West 48.76 feet; Thence Due West 178.65 feet to the end of said road; Thence Due North 25.00 feet to the Point of Beginning and containing 5,548 square feet, more or less.

AND ALSO

PARCEL "B"
All that part of Section 19, Township 3 South, Range 1 East of the Huntsville Meridian, Madison County, Alabama and being a part of St. Mark Road as shown on the record plat of Wakefield Subdivision as recorded in Plat Book 11, Page 69, in the Office of the Judge of Probate, Madison County, Alabama;

Particularly described as commencing at the Southwest corner of Lot 18, Block 6 of said Wakefield Subdivision, said point being at the end of St. Mark Road on the North right of way margin; Thence Due South 25.00 feet to the Point of Beginning, said point being in the centerline of said St. Mark Road; Thence from the Point of Beginning, Due East 178.65 feet to the point of curve; Thence around a curve to the left, having a radius of 103.66 feet, a chord bearing and distance of North 76 degrees 23 minutes 41 seconds East 48.76 feet; Thence South 27 degrees 12 minutes 32 seconds East 25.00 feet to a point on the South right of way margin of said road; Thence along the South right of way margin of said St. Mark Road, around a curve to the right, having a radius of 128.66 feet, a chord bearing and distance of South 76 degrees 23 minutes 41 seconds West 60.52 feet; Thence Due West 178.65 feet to the end of said road; Thence Due North 25.00 feet to the Point of Beginning and containing 5,845 square feet, more or less.

The above described property shall remain subject to any easement for utilities and drainage in favor of the City of Huntsville, Alabama.
This notice is being sent by United States mail at least 30 days prior to the scheduled hearing to all abutting owners, if any, and to all entities know to have facilities or equipment within the public Right-of-way of the street to be vacated, as their names and addresses appear on roll in the Madison County Revenue Commissioner's office or Madison County Tax Assessor's office, and shall be posted at the Madison County Courthouse and at Huntsville City Hall. Any citizen alleging to be affected by the proposed vacation may submit a written objection to the City Council or may request an opportunity to be heard at the public hearing held as required by law, any such objection or request may be directed to: Attn: Thomas Nunez, City Planning Department, 308 Fountain Circle, 2nd Floor, Huntsville, Alabama 35801 or thomas.nunez@huntsvilleal.gov.

RESOLUTION NO. 22-_____

BE IT RESOLVED by the City Council of the City of Huntsville, within the State of Alabama, as follows:

1. That the Hunter Johnson and Amanda Johnson, is the sole landowner abutting the property hereinafter described, made application for the vacation of a portion of that certain Right-of-Way more particularly described as follows (the "Right-of-Way" or the "Property"):

See Exhibit "A" attached hereto and incorporated herein.

2. That notice of the vacation of the Right-of-Way has been given as required by Section 23-4-1 *et seq.* of the Code of Alabama, 1975, as amended, and a public hearing held for purposes of allowing public comments on the proposed vacation before the City Council.

3. That after vacation of the designated portion of Right-of-Way and all public rights therein, convenient and reasonable means of ingress and egress to and from the respective property will be afforded to all property owners owning property in or near the Right-of-Way by the remaining streets, avenues, and highways.

4. That in the judgment and opinion of the City Council of the City of Huntsville that it is in the public interest and necessary and expedient that the City vacate the designated portion of Right-of-Way and that the vacation of the designated portion of Right-of-Way is in the best interests of the citizens of the City in that same will contribute to the health and general welfare of the citizens of the City of Huntsville, Alabama.

5. That the filing of the resolution with the Judge of Probate of Madison County, Alabama, shall operate as a declaration of the City's vacation of that portion of the Right-of-Way as described herein and shall divest all public rights and liabilities, including any rights which may have been acquired by prescription, in that part of the Right-of-Way. Title and all public rights shall vest in the abutting landowners, Hunter Johnson and Amanda Johnson.

6. That notice of this resolution shall be published in *The Huntsville Times* no later than fourteen (14) days from the date hereof.

NOW THEREFORE, be it resolved by the City Council of the City of Huntsville that they do hereby assent to the said vacation of the herein described portion of Right-of-Way and that the above described Property be and the same is hereby vacated and annulled and all public rights therein divested of the Property, with the City of Huntsville retaining a public utility and drainage Easements over, across and under subject property.

ADOPTED this the 27th day of October, 2022.

President of the City Council
City of Huntsville, Alabama

APPROVED this the 27th day of October, 2022.

TOMMY BATTLE
Mayor of the City of Huntsville, Alabama

EXHIBIT A

STATE OF ALABAMA
MADISON COUNTY

PARCEL "A"

All that part of Section 19, Township 3 South, Range 1 East of the Huntsville Meridian, Madison County, Alabama and being a part of St. Mark Road as shown on the record plat of Wakefield Subdivision as recorded in Plat Book 11, Page 69 in the Office of the Judge of Probate, Madison County, Alabama:

Particularly described as beginning at the Southwest corner of Lot 18, Block 6 of said Wakefield Subdivision, said point being at the end of St. Mark Road on the North right of way margin; Thence from the Point of Beginning and along the North right of way margin of said St. Mark Road, Due East 178.65 feet to the point of curve; Thence around a curve to the left, having a radius of 78.66 feet, a chord bearing and distance of North 76 degrees 23 minutes 41 seconds East 37.00 feet; Thence South 27 degrees 12 minutes 32 seconds East 25.00 feet to the centerline of said road; Thence along the centerline of said St. Mark Road, around a curve to the right, having a radius of 103.66 feet, a chord bearing and distance of South 76 degrees 23 minutes 41 seconds West 48.76 feet; Thence Due West 178.65 feet to the end of said road; Thence Due North 25.00 feet to the Point of Beginning and containing 5,548 square feet, more or less.

AND ALSO

PARCEL "B"

All that part of Section 19, Township 3 South, Range 1 East of the Huntsville Meridian, Madison County, Alabama and being a part of St. Mark Road as shown on the record plat of Wakefield Subdivision as recorded in Plat Book 11, Page 69, in the Office of the Judge of Probate, Madison County, Alabama;

Particularly described as commencing at the Southwest corner of Lot 18, Block 6 of said Wakefield Subdivision, said point being at the end of St. Mark Road on the North right of way margin; Thence Due South 25.00 feet to the Point of Beginning, said point being in the centerline of said St. Mark Road; Thence from the Point of Beginning, Due East 178.65 feet to the point of curve; Thence around a curve to the left, having a radius of 103.66 feet, a chord bearing and distance of North 76 degrees 23 minutes 41 seconds East 48.76 feet; Thence South 27 degrees 12 minutes 32 seconds East 25.00 feet to a point on the South right of way margin of said road; Thence along the South right of way margin of said St. Mark Road, around a curve to the right, having a radius of 128.66 feet, a chord bearing and distance of South 76 degrees 23 minutes 41 seconds West 60.52 feet; Thence Due West 178.65 feet to the end of said road; Thence Due North 25.00 feet to the Point of Beginning and containing 5,845 square feet, more or less.

The above described property shall remain subject to any easement for utilities and drainage in favor of the City of Huntsville, Alabama.

ORDINANCE NO. 22-_____

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

Section 1. The City Council of the City of Huntsville, Alabama, finds that an application has been presented to the City of Huntsville requesting the vacation of a right-of-way; that the applicants have represented to the City of Huntsville that **Hunter Johnson and Amanda Johnson,** are the owners of the property across which said right-of-way lies; that said right-of-way, 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 right-of-way hereinafter described, said deed being substantially in words and figures as follows, to-wit:

STATE OF ALABAMA)
:
COUNTY OF MADISON)

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, **CITY OF HUNTSVILLE, ALABAMA, an Alabama municipal corporation,** hereinafter referred to as "Grantor", in consideration of the sum of TEN DOLLARS ($10.00), in hand paid to it by **Hunter Johnson and Amanda Johnson,** hereinafter referred to as "Grantees", and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, does hereby remise, release, quitclaim and convey unto the said Grantees 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:

PARCEL "A"
All that part of Section 19, Township 3 South, Range 1 East of the Huntsville Meridian, Madison County, Alabama and being a part of St. Mark Road as shown on the record plat of Wakefield Subdivision as recorded in Plat Book 11, Page 69 in the Office of the Judge of Probate, Madison County, Alabama;

Particularly described as beginning at the Southwest corner of Lot 18, Block 6 of said Wakefield Subdivision, said point being at the end of St. Mark Road on the North right of way margin; Thence from the Point of Beginning and along the North right of way margin of said St. Mark Road, Due East 178.65 feet to the point of curve; Thence around a curve to the left, having a radius of 78.66 feet, a chord bearing and distance of North 76 degrees 23 minutes 41 seconds East 37.00 feet; Thence South 27 degrees 12 minutes 32 seconds East 25.00 feet to the centerline of said road; Thence along the centerline of said St. Mark Road, around a curve to the right, having a radius of 103.66 feet, a chord bearing and distance of South 76 degrees 23 minutes 41 seconds West 48.76 feet; Thence Due West 178.65 feet to the end of said road; Thence Due North 25.00 feet to the Point of Beginning and containing 5,548 square feet, more or less.

AND ALSO

PARCEL "B"
All that part of Section 19, Township 3 South, Range 1 East of the Huntsville Meridian, Madison County, Alabama and being a part of St. Mark Road as shown on the record plat of Wakefield Subdivision as recorded in Plat Book 11, Page 69 in the Office of the Judge of Probate, Madison County, Alabama;

Particularly described as commencing at the Southwest corner of Lot 18, Block 6 of said Wakefield Subdivision, said point being at the end of St. Mark Road on the North right of way margin; Thence Due South 25.00 feet to the Point of Beginning, said point being in the centerline of said St. Mark Road; Thence from the Point of Beginning, Due East 178.65 feet to the point of curve; Thence around a curve to the left, having a radius of 103.66 feet, a chord bearing and distance of North 76 degrees 23 minutes 41 seconds East 48.76 feet; Thence South 27 degrees 12 minutes 32 seconds East 25.00 feet to a point on the South right of way margin of said road; Thence along the South right of way margin of said St. Mark Road, around a curve to the right, having a radios of 128.66 feet, a chord bearing and distance of South 76 degrees 23 minutes 41 seconds West 60.52 feet; Thence Due West 178.65 feet to the end of said road; Thence Due North 25.00 feet to the Point of Beginning and containing 5,845 square feet, more or less.

TO HAVE AND TO HOLD unto the said Grantees, and unto their heirs, successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has caused this quitclaim deed to be signed on its behalf by its Mayor and attested by its Clerk-Treasurer, on this the 27th day of October, 2022.

ATTEST:

CITY OF HUNTSVILLE, ALABAMA,
a municipal corporation

By:_____
Kenneth Benion, Clerk-Treasurer

By:_____
Tommy Battle, Mayor

STATE OF ALABAMA)
:
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **TOMMY BATTLE** and **KENNETH BENION,** whose names as Mayor and Clerk-Treasurer, respectively, of the **CITY OF HUNTSVILLE, ALABAMA, a 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 the conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this the 27th day of October, 2022.

_____
Notary Public
My Commission Expires: _____

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:

Date of Sale: _____, 20_____
Grantor's Address: 308 Fountain Circle, Huntsville, AL 35801
Grantee's Address: 8487 Sedgebrook Dr SE, Owens Cross Roads, AL 35763
Property Address: Easement at St. Mark Road, Huntsville, AL 35801
Purchase Price: $0 – Nominal for vacation of easement

THIS INSTRUMENT WAS PREPARED BASED UPON INFORMATION PROVIDED BY THE GRANTEE. NO TITLE EXAMINATION HAS BEEN PERFORMED BY THE PREPARER OF THIS DEED AND NO OPINION HAS BEEN EXPRESSED OR RENDERED WITH RESPECT TO THE TITLE OR LEGAL DESCRIPTION OF THE ABOVE DESCRIBED REAL PROPERTY.

THIS INSTRUMENT WAS PREPARED BY: ANDREA GULLION
HARRISON & GAMMONS, P.C.
2430 L&N Drive
Huntsville, AL 35801
256-533-7711
CW21-JOHNSON

Ordinance No. 22-_____ (Cont.)

ADOPTED this the 27th day of October, 2022.

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

APPROVED this the 27th day of October, 2022.

_____
Mayor of the City of
Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** 2022-0825

Department: City Attorney

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

Resolution to set a Public Hearing on the vacation of a right-of-way in MidCity Subdivision Phase 6, along MidCity Drive; and introduction of a Resolution consenting to and introduction of an Ordinance vacating the right-of-way pertaining to the same. (Set October 27, 2022, Regular Council Meeting)

Resolution No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location:

Address: MidCity Subdivision
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/22/2022 **File ID:** TMP-2107

Department: City Attorney

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

Resolution to set a Public Hearing on the vacation of a right-of-way in MidCity Subdivision Phase 6, along MidCity Drive; and introduction of a Resolution consenting to and introduction of an Ordinance vacating the right-of-way pertaining to the same. (Set October 27, 2022, Regular Council Meeting)

Resolution No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location:

Address: MidCity Subdivision
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

RESOLUTION NO. 22-_____

BE IT RESOLVED by the City Council of the City of Huntsville, within the State of Alabama, as follows:

1. That **Madison Plaza Associates, LLC**, is the sole landowner abutting the property hereinafter described, submitted an application for the vacation of Right-of-way being and lying in Madison County, and being more particularly described as follows (the "Right-of-way" or the "Property"):

SEE EXHIBIT "A" - "PETITION FOR VACATION OF RIGHT-OF-WAY"
EXHIBIT "B"– "PUBLIC HEARING NOTICE"

2. That a public hearing shall be held for purpose of allowing public comments on the proposed vacation of said Right-of-way at Huntsville City Hall in the Council Chamber, located at 308 Fountain Circle, Huntsville, Alabama 35801, at 5:30 p.m. on Thursday, October 27, 2022; and

3. That notice of the vacation of the Right-of-way has been or shall be provided to all adjacent landowners and any known entities with facilities or equipment lying in said Right-of-way in accordance with Section 23-4-1 *et seq.* of the Code of Alabama, 1975, as amended; and

4. That the Clerk-Treasurer is hereby ordered to have public hearing notice contained in Exhibit "B" attached hereto ("Public Notice"), immediately published in *The Huntsville Times* for four consecutive weeks, with said notice to run beginning on September 18, September 25, October 2, and October 9, 2022.

5. It is hereby ordered that copies of the Public Notice shall be posted on bulletin boards located in the Madison County Courthouse and Huntsville City Hall.

ADOPTED this the 22nd day of September, 2022.

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

APPROVED this the 2nd day of September, 2022.

_____
Mayor of the City of
Huntsville, Alabama

STATE OF ALABAMA

COUNTY OF MADISON

PETITION FOR VACATION OF A PORTION OF RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, MADISON PLAZA ASSOCIATES, LLC, an Alabama limited liability company (the "Owner"), desiring to vacate that portion of a certain right-of-way hereinafter described, says as follows:

1. WHEREAS, the said Owner is the owner of all the land abutting the hereinafter described section of right-of-way; and

2. WHEREAS, convenient and reasonable means of ingress and egress are available to the Owner and to other landowners of the surrounding property; and

3. WHEREAS, the said right-of-way, hereinafter described, is situated within the City of Huntsville, Alabama; and

4. WHEREAS, the undersigned, by this instrument, declare their intent and desire to vacate a portion of said right-of-way as hereinafter described, reserving unto the City of Huntsville a temporary utility easement for certain utilities located within such vacated right-of-way until such time as those utilities are relocated; and

5. WHEREAS, the undersigned wish for the entirety of the vacated property to be deeded from the City of Huntsville to Madison Plaza Associates, LLC.

NOW, THEREFORE, the undersigned, as the Owner of the property abutting the said right-of-way hereinafter described, does hereby petition and urge that the City Council of the City of Huntsville adopt a resolution hereby declaring the designated portion of said right-of-way vacated and assenting to the vacation of said right-of-way, being described as follows:

SEE EXHIBIT "A" attached hereto and incorporated herein.

IN WITNESS WHEREOF, the undersigned Owner of the property abutting said section of right-of-way hereinabove described has caused this petition to be executed, on this 19 day of September, 2022.

MADISON PLAZA ASSOCIATES, LLC, an Alabama limited liability company

By: RCP Capital, LLC, an Alabama limited liability company
Its: Manager

By: _____
Max J. Grelier, Manager

STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned Notary Public in and for said County and State, hereby certify that Max J. Grelier, whose name as Manager of RCP Capital, LLC, an Alabama limited liability Company, in its capacity as Manager of Madison Plaza Associates, LLC, an Alabama limited liability company, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

GIVEN under my hand and official seal this the 19 day of September, 2022.

Betty R Haynes

Notary Public
My commission expires

This instrument prepared by:
Katherine Amos Beasley
Wilmer & Lee, P.A.
100 Washington Street
Huntsville, Alabama 35801
256-533-0202
U:\Sam\CITY\Urban Renewal\Mid City Project\Sanderson ROW vacation\ROW COH Petition.doc

EXHIBIT "A"

(Legal Description of Portion of Right of Way to be Vacated – portion of Sanderson Street)

A tract of land lying and being in Section 31 & 32, Township 3 South, Range 1 West of the Huntsville Meridian, and being more particularly described as follows;

Commencing at a #5 rebar found at the Southeast corner of Lot 2 of Madison Plaza as recorded in Plat Book 27, Page 72 in the Office of the Judge of Probate for Madison County, Alabama, said point marking the north right-of-way of Sanderson Street; thence along said right-of-way North 87 Degrees 43 Minutes 34 Seconds West a distance of 79.70 feet to a #4 rebar with an illegible cap found; thence North 88 Degrees 28 Minutes 04 Seconds West a distance of 120.99 feet to the point of curvature of a curve to the right having a radius of 826.43 feet, the chord of which is North 82 Degrees 48 Minutes 51 Seconds West for a distance of 140.86 feet; thence along the arc of said curve 141.03 feet to a #5 rebar found on a curve to the right having a radius of 914.99 feet, the chord of which is North 75 Degrees 51 Minutes 31 Seconds West for a distance of 103.19 feet, said point being Point of Beginning of the herein described tract;

Thence along the arc of said curve 103.24 feet to a #5 rebar with a cap stamped "GARVER LLC CA-445-LS" set (typical); thence South 16 Degrees 45 Minutes 47 Seconds West a distance of 10.00 feet to a #4 rebar found on a curve to the right, having a radius of 917.62 feet, the chord of which is North 69 Degrees 13 Minutes 27 Seconds West for a distance of 111.55 feet; thence along the arc of said curve 111.62 feet to a #5 rebar set at the point of tangency of said curve; thence North 65 Degrees 38 Minutes 45 Seconds West a distance of 89.32 feet to a #5 rebar set; thence leaving said right-of-way South 8 Degrees 22 Minutes 27 Seconds West a distance of 86.08 feet to a #5 rebar set on the proposed north right-of-way of Sanderson Street; thence along said proposed right-of-way South 89 Degrees 41 Minutes 23 Seconds East a distance of 30.00 feet to a #5 rebar set; thence South 89 Degrees 41 Minutes 23 Seconds East a distance of 153.02 feet to a #5 rebar set at the point of curvature of a curve to the right having a radius of 388.30 feet, the chord of which is South 85 Degrees 35 Minutes 47 Seconds East for a distance of 57.40 feet; thence along the arc of said curve 57.45 feet to a #5 rebar set; thence South 81 Degrees 10 Minutes 07 Seconds East a distance of 12.50 feet to a #5 rebar set; thence South 81 Degrees 10 Minutes 07 Seconds East a distance of 49.66 feet to a #5 rebar set; thence leaving said proposed right-of-way North 3 Degrees 43 Minutes 21 Seconds West a distance of 8.09 feet to the POINT OF BEGINNING.

The above described parcel contains 0.23 acres (10181.56 sq. ft.) more or less.

EXHIBIT B

(Public Hearing Notice to be Published)

In accordance with Section 23-4-1 et seq. of the Code of Alabama, 1975, as amended, you are hereby notified of a public hearing to be held at Huntsville City Hall in the Council Chamber, located at 308 Fountain Circle, Huntsville, Alabama 35801, at 5:30 p.m. on Thursday, October 27, 2022.

The purpose of the hearing is to receive public comments on an application submitted by the City of Huntsville for the vacation of Right-of-way along MidCity Drive which is more particularly described as follows:

STATE OF ALABAMA
MADISON COUNTY

Tract 2: Right-of-Way to be Vacated – Sanderson Street:
Commencing at a #5 rebar found at the Southeast corner of Lot 2 of Madison Plaza as recorded in Plat Book 27, Page 72 in the Office of the Judge of Probate for Madison County, Alabama, said point marking the north right-of-way of Sanderson Street; thence along said right-of-way North 87 Degrees 43 Minutes 34 Seconds West a distance of 79.70 feet to a #4 rebar with an illegible cap found; thence North 88 Degrees 28 Minutes 04 Seconds West a distance of 120.99 feet to the point of curvature of a curve to the right having a radius of 826.43 feet, the chord of which is North 82 Degrees 48 Minutes 51 Seconds West for a distance of 140.86 feet; thence along the arc of said curve 141.03 feet to a #5 rebar found on a curve to the right having a radius of 914.99 feet, the chord of which is North 75 Degrees 51 Minutes 31 Seconds West for a distance of 103.19 feet, said point being Point of Beginning of the herein described tract;

Thence along the arc of said curve 103.24 feet to a #5 rebar with a cap stamped "GARVER LLC CA-445-LS" set (typical); thence South 16 Degrees 45 Minutes 47 Seconds West a distance of 10.00 feet to a #4 rebar found on a curve to the right, having a radius of 917.62 feet, the chord of which is North 69 Degrees 13 Minutes 27 Seconds West for a distance of 111.55 feet; thence along the arc of said curve 111.62 feet to a #5 rebar set at the point of tangency of said curve; thence North 65 Degrees 38 Minutes 45 Seconds West a distance of 89.32 feet to a #5 rebar set; thence leaving said right-of-way South 8 Degrees 22 Minutes 27 Seconds West a distance of 86.08 feet to a #5 rebar set on the proposed north right-of-way of Sanderson Street; thence along said proposed right-of-way South 89 Degrees 41 Minutes 23 Seconds East a distance of 30.00 feet to a #5 rebar set; thence South 89 Degrees 41 Minutes 23 Seconds East a distance of 153.02 feet to a #5 rebar set at the point of curvature of a curve to the right having a radius of 388.30 feet, the chord of which is South 85 Degrees 35 Minutes 47 Seconds East for a distance of 57.40 feet; thence along the arc of said curve 57.45 feet to a #5 rebar set; thence South 81 Degrees 10 Minutes 07 Seconds East a distance of 12.50 feet to a #5 rebar set; thence South 81 Degrees 10 Minutes 07 Seconds East a distance of 49.66 feet to a #5 rebar set; thence leaving said proposed right-of-way North 3 Degrees 43 Minutes 21 Seconds West a distance of 8.09 feet to the POINT OF BEGINNING.

The above described parcel contains 0.23 acres (10181.56 sq. ft.) more or less.

The above described property shall remain subject to any easement for utilities and drainage in favor of the City of Huntsville, Alabama.

This notice is being sent by United States mail at least 30 days prior to the scheduled hearing to all abutting owners, if any, and to all entities know to have facilities or equipment within the public Right-of-way of the street to be vacated, as their names and addresses appear on roll in the Madison County Revenue Commissioner's office or Madison County Tax Assessor's office, and shall be posted at the Madison County Courthouse and at Huntsville City Hall. Any citizen alleging to be affected by the proposed vacation may submit a written objection to the City Council or may request an opportunity to be heard at the public hearing held as required by law, any such objection or request may be directed to: Attn: Thomas Nunez, City Planning Department, 308 Fountain Circle, 2nd Floor, Huntsville, Alabama 35801 or thomas.nunez@huntsvilleal.gov.

RESOLUTION NO. 22-_____

BE IT RESOLVED by the City Council of the City of Huntsville, within the State of Alabama, as follows:

1. That the Madison Plaza Associates, LLC, is the sole landowner abutting the property hereinafter described, made application for the vacation of a portion of that certain Right-of-Way more particularly described as follows (the "Right-of-Way" or the "Property"):

See Exhibit "A" attached hereto and incorporated herein.

2. That notice of the vacation of the Right-of-Way has been given as required by Section 23-4-1 *et seq.* of the Code of Alabama, 1975, as amended, and a public hearing held for purposes of allowing public comments on the proposed vacation before the City Council.

3. That after vacation of the designated portion of Right-of-Way and all public rights therein, convenient and reasonable means of ingress and egress to and from the respective property will be afforded to all property owners owning property in or near the Right-of-Way by the remaining streets, avenues, and highways.

4. That in the judgment and opinion of the City Council of the City of Huntsville that it is in the public interest and necessary and expedient that the City vacate the designated portion of Right-of-Way and that the vacation of the designated portion of Right-of-Way is in the best interests of the citizens of the City in that same will contribute to the health and general welfare of the citizens of the City of Huntsville, Alabama.

5. That the filing of the resolution with the Judge of Probate of Madison County, Alabama, shall operate as a declaration of the City's vacation of that portion of the Right-of-Way as described herein and shall divest all public rights and liabilities, including any rights which may have been acquired by prescription, in that part of the Right-of-Way. Title and all public rights shall vest in the abutting landowner, Madison Plaza Associates, LLC.

6. That notice of this resolution shall be published in *The Huntsville Times* no later than fourteen (14) days from the date hereof.

NOW THEREFORE, be it resolved by the City Council of the City of Huntsville that they do hereby assent to the said vacation of the herein described portion of Right-of-Way and that the above described Property be and the same is hereby vacated and annulled and all public rights therein divested of the Property, with the City of Huntsville retaining a public utility and drainage Easements over, across and under subject property.

ADOPTED this the 27th day of October, 2022.

President of the City Council
City of Huntsville, Alabama

APPROVED this the 27th day of October, 2022.

TOMMY BATTLE
Mayor of the City of Huntsville, Alabama

EXHIBIT A

Tract 2: Right-of-Way to be Vacated – Sanderson Street:
Commencing at a #5 rebar found at the Southeast corner of Lot 2 of Madison Plaza as recorded in Plat Book 27, Page 72 in the Office of the Judge of Probate for Madison County, Alabama, said point marking the north right-of-way of Sanderson Street; thence along said right-of-way North 87 Degrees 43 Minutes 34 Seconds West a distance of 79.70 feet to a #4 rebar with an illegible cap found; thence North 88 Degrees 28 Minutes 04 Seconds West a distance of 120.99 feet to the point of curvature of a curve to the right having a radius of 826.43 feet, the chord of which is North 82 Degrees 48 Minutes 51 Seconds West for a distance of 140.86 feet; thence along the arc of said curve 141.03 feet to a #5 rebar found on a curve to the right having a radius of 914.99 feet, the chord of which is North 75 Degrees 51 Minutes 31 Seconds West for a distance of 103.19 feet, said point being Point of Beginning of the herein described tract;

Thence along the arc of said curve 103.24 feet to a #5 rebar with a cap stamped "GARVER LLC CA-445-LS" set (typical); thence South 16 Degrees 45 Minutes 47 Seconds West a distance of 10.00 feet to a #4 rebar found on a curve to the right, having a radius of 917.62 feet, the chord of which is North 69 Degrees 13 Minutes 27 Seconds West for a distance of 111.55 feet; thence along the arc of said curve 111.62 feet to a #5 rebar set at the point of tangency of said curve; thence North 65 Degrees 38 Minutes 45 Seconds West a distance of 89.32 feet to a #5 rebar set; thence leaving said right-of-way South 8 Degrees 22 Minutes 27 Seconds West a distance of 86.08 feet to a #5 rebar set on the proposed north right-of-way of Sanderson Street; thence along said proposed right-of-way South 89 Degrees 41 Minutes 23 Seconds East a distance of 30.00 feet to a #5 rebar set; thence South 89 Degrees 41 Minutes 23 Seconds East a distance of 153.02 feet to a #5 rebar set at the point of curvature of a curve to the right having a radius of 388.30 feet, the chord of which is South 85 Degrees 35 Minutes 47 Seconds East for a distance of 57.40 feet; thence along the arc of said curve 57.45 feet to a #5 rebar set; thence South 81 Degrees 10 Minutes 07 Seconds East a distance of 12.50 feet to a #5 rebar set; thence South 81 Degrees 10 Minutes 07 Seconds East a distance of 49.66 feet to a #5 rebar set; thence leaving said proposed right-of-way North 3 Degrees 43 Minutes 21 Seconds West a distance of 8.09 feet to the POINT OF BEGINNING.

The above described parcel contains 0.23 acres (10181.56 sq. ft.) more or less.

BUT RESERVING IN FAVOR OF THE CITY OF HUNTSVILLE A PUBLIC UTIITY AND DRAINAGE EASEMENT OVER, ACROSS AND UNDER THE REAL PROPERTY DESCRIBED AS FOLLOWS:

ORDINANCE NO. 22-_____

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

Section 1. The City Council of the City of Huntsville, Alabama, finds that an application has been presented to the City of Huntsville requesting the vacation of a right-of-way; that the applicants have represented to the City of Huntsville that **Madison Plaza Associates, LLC,** is the owner of the property across which said right-of-way lies; that said right-of-way, 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 right-of-way hereinafter described, said deed being substantially in words and figures as follows, to-wit:

STATE OF ALABAMA

COUNTY OF MADISON

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that the undersigned **CITY OF HUNTSVILLE, ALABAMA,** a municipal corporation, hereinafter referred to as Grantor, in consideration of the sum of Ten Dollars ($10.00) in hand paid by **MADISON PLAZA ASSOCIATES, LLC,** an Alabama limited liability company hereinafter referred to as Grantee, and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, does hereby remise, release, quitclaim, and convey unto the Grantee, all of the Grantor's right, title, interest and claim in and to the following described real estate situated in the City of Huntsville, County of Madison, State of Alabama, to-wit:

SEE **EXHIBIT "A"** attached hereto and incorporated herein.

SUBJECT TO a temporary utility easement which is hereby reserved unto the Grantor for any existing utilities, with said easement being 7.5' lying on each side of the centerline of each respective utility, together with a right to remove the same upon termination of said temporary utility easement. Grantor shall remain vested with said temporary easement until such time as the existing utilities within the same are relocated, at Grantee's expense, unless agreed otherwise between the parties within other utility and drainage easements to be properly dedicated to the Grantor by either plat or deed, all as acceptable to Grantor.

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

IN WITNESS WHEREOF, Grantor has caused this quitclaim to be signed in its behalf by its Mayor and attested by its City Clerk-Treasurer, this the 27th day of October, 2022.

CITY OF HUNTSVILLE, ALABAMA,
a municipal corporation

By: _____
Tommy Battle, Mayor

ATTEST:

By: _____
Kenneth Benion, Clerk-Treasurer

STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Tommy Battle and Kenneth Benion, whose names as Mayor and City Clerk-Treasurer, respectively, of the City of Huntsville, Alabama, a municipal corporation are signed to the foregoing document, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same for and as the act of said corporation on the day the same bears day.

GIVEN under my hand and official seal this the 27th day of October, 2022.

_____
Notary Public
My commission expires: _____

THIS INSTRUMENT PREPARED BY:
Katherine Amos Beasley
Wilmer & Lee, P.A.
100 Washington Street
Huntsville, Alabama 35801
256-533-0202
U:\Sam\CITY\Urban Renewal\Mid City Project\Sanderson ROW vacation\Quitclaim Deed Madison Plaza ROW.doc

EXHIBIT "A"

(Legal Description of Portion of Right of Way to be Vacated – portion of Sanderson Street)

A tract of land lying and being in Section 31 & 32, Township 3 South, Range 1 West of the Huntsville Meridian, and being more particularly described as follows;

Commencing at a #5 rebar found at the Southeast corner of Lot 2 of Madison Plaza as recorded in Plat Book 27, Page 72 in the Office of the Judge of Probate for Madison County, Alabama, said point marking the north right-of-way of Sanderson Street; thence along said right-of-way North 87 Degrees 43 Minutes 34 Seconds West a distance of 79.70 feet to a #4 rebar with an illegible cap found; thence North 88 Degrees 28 Minutes 04 Seconds West a distance of 120.99 feet to the point of curvature of a curve to the right having a radius of 826.43 feet, the chord of which is North 82 Degrees 48 Minutes 51 Seconds West for a distance of 140.86 feet; thence along the arc of said curve 141.03 feet to a #5 rebar found on a curve to the right having a radius of 914.99 feet, the chord of which is North 75 Degrees 51 Minutes 31 Seconds West for a distance of 103.19 feet, said point being Point of Beginning of the herein described tract;

Thence along the arc of said curve 103.24 feet to a #5 rebar with a cap stamped "GARVER LLC CA-445-LS" set (typical); thence South 16 Degrees 45 Minutes 47 Seconds West a distance of 10.00 feet to a #4 rebar found on a curve to the right, having a radius of 917.62 feet, the chord of which is North 69 Degrees 13 Minutes 27 Seconds West for a distance of 111.55 feet; thence along the arc of said curve 111.62 feet to a #5 rebar set at the point of tangency of said curve; thence North 65 Degrees 38 Minutes 45 Seconds West a distance of 89.32 feet to a #5 rebar set; thence leaving said right-of-way South 8 Degrees 22 Minutes 27 Seconds West a distance of 86.08 feet to a #5 rebar set on the proposed north right-of-way of Sanderson Street; thence along said proposed right-of-way South 89 Degrees 41 Minutes 23 Seconds East a distance of 30.00 feet to a #5 rebar set; thence South 89 Degrees 41 Minutes 23 Seconds East a distance of 153.02 feet to a #5 rebar set at the point of curvature of a curve to the right having a radius of 388.30 feet, the chord of which is South 85 Degrees 35 Minutes 47 Seconds East for a distance of 57.40 feet; thence along the arc of said curve 57.45 feet to a #5 rebar set; thence South 81 Degrees 10 Minutes 07 Seconds East a distance of 12.50 feet to a #5 rebar set; thence South 81 Degrees 10 Minutes 07 Seconds East a distance of 49.66 feet to a #5 rebar set; thence leaving said proposed right-of-way North 3 Degrees 43 Minutes 21 Seconds West a distance of 8.09 feet to the POINT OF BEGINNING.

The above described parcel contains 0.23 acres (10181.56 sq. ft.) more or less.

ADOPTED this the 27th day of October, 2022.

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

APPROVED this the 27th day of October, 2022.

_____
Mayor of the City of
Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** 2022-0921

Department: City Attorneys Office

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

Resolution to set a public hearing on the vacation of a right-of-way in Old Town Subdivision, along Clinton Avenue and Monroe Street; and introduction of a Resolution consenting to, and introduction of an Ordinance vacating the right-of-way pertaining to the same. (Set December 1, 2022, Regular Council Meeting)

Resolution No.

Resolution No.

Ordinance No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location:

Address: Clinton Avenue and Monroe Street
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** TMP-2222

Department: City Attorneys Office

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

Resolution to set a public hearing on the vacation of a right-of-way in Old Town Subdivision, along Clinton Avenue and Monroe Street; and introduction of a Resolution consenting to, and introduction of an Ordinance vacating the right-of-way pertaining to the same. (Set December 1, 2022, Regular Council Meeting)

Resolution No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location:

Address: Clinton Avenue and Monroe Street
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

RESOLUTION NO. 22-_____

BE IT RESOLVED by the City Council of the City of Huntsville, within the State of Alabama, as follows:

1. That **Huntsville Phase I QOZB, LLC**, is the sole landowner abutting the property hereinafter described, submitted an application for the vacation of Right-of-way being and lying in Madison County, and being more particularly described as follows (the "Right-of-way" or the "Property"):

SEE EXHIBIT "A" - "PETITION FOR VACATION OF RIGHT-OF-WAY"
EXHIBIT "B"– "DECLARATION OF VACATION OF RIGHT-OF-WAY"
EXHIBIT "C"– "PUBLIC HEARING NOTICE"

2. That a public hearing shall be held for purpose of allowing public comments on the proposed vacation of said Right-of-way at Huntsville City Hall in the Council Chamber, located at 308 Fountain Circle, Huntsville, Alabama 35801, at 5:30 p.m. on Thursday, December 1, 2022; and

3. That notice of the vacation of the Right-of-way has been or shall be provided to all adjacent landowners and any known entities with facilities or equipment lying in said Right-of-way in accordance with Section 23-4-1 *et seq.* of the Code of Alabama, 1975, as amended; and

4. That the Clerk-Treasurer is hereby ordered to have public hearing notice contained in Exhibit "C" attached hereto ("Public Notice"), immediately published in *The Huntsville Times* for four consecutive weeks, with said notice to run beginning on November 6, November 13, November 20, and November 27, 2022.

5. It is hereby ordered that copies of the Public Notice shall be posted on bulletin boards located in the Madison County Courthouse and Huntsville City Hall.

ADOPTED this the 27th day of October, 2022.

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

APPROVED this the 27th day of October, 2022.

_____
Mayor of the City of
Huntsville, Alabama

STATE OF ALABAMA)

COUNTY OF MADISON)

PETITION FOR APPROVAL OF AN ASSENT TO VACATION OF RIGHT OF WAY

THIS PETITION FOR APPROVAL OF AND ASSENT TO VACATION OF RIGHT OF WAY (the "**Petition**") is made as of this ____ day of _____, 2022, by HUNTSVILLE PHASE I QOZB LLC, a Delaware limited liability company (the "**Owner**") to the City of Huntsville, Alabama, a municipal corporation within the State of Alabama (the "**City**").

W I T N E S S E T H:

WHEREAS, Owner is the owner of all of the real property abutting the corner of Clinton Avenue and Monroe Street, which right-of-way is more particularly described on Exhibit A, attached hereto, and as graphically depicted on Exhibit B, attached hereto (the "**Right of Way**"), which is situated and lying and being within the corporate limits of the City;

WHEREAS, the Owner desires to vacate the Right of Way;

WHEREAS, adequate, convenient and reasonable means of ingress are available to Owner and other owners of real properties within the general vicinity of the Right of Way by virtue of remaining streets and alleys within the City;

WHEREAS, heretofore, the Right of Way was acquired by, and dedicated to, the City and public by virtue of prescription, public user or otherwise; and

WHEREAS, Owner has executed a Declaration of Vacation of even date herewith vacating the Right of Way subject to approval of and assent to, and vacation by, the City Council to the City.

NOW, THEREFORE, pursuant to Sections 23-4-2, 23-4-5, 23-4-20, and 35-2-54 of the Alabama Code of 1975, and other applicable law, all as last amended, Owner, as the owner of all real property abutting the Right of Way, does hereby petition the City Council of the City for approval of and assent to vacation of the Right of Way.

As grounds for the relief sought, Owner petitions, represents and shows unto the City Council of the City as follows:

1. That the Right of Way is more particularly described on Exhibit A, attached hereto.

2. That, to the best of Owner's actual knowledge:

a. There are no other owners of lots or parcels of land abutting the Right of Way which will be cut off from access thereby over some other reasonable and convenient way;

b. It is in the interest of the public that the Right of Way be vacated;

c. The Right of Way is no longer needed for public or municipal purposes;

d. The retention of the Right of Way will not benefit the City or the public;

e. Vacation of the Right of Way will not deprive other property owners of such right as they may have to adequate, convenient, and reasonable means of ingress and egress to and from their respective real properties, which such right is afforded by remaining streets and alleys within the City; and

f. No owner of real property served by the Right of Way objects to the vacation of the same.

WHEREFORE, the premises considered, Owner respectfully petitions and requests that the City Council of the City give such notices, set and conduct such public hearings, adopt such resolutions and ordinances, and take such other actions, all as are necessary to approve of and assent to vacation of, and to vacate, the Right of Way, as required by applicable law.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the undersigned Owner of all property abutting said right-of-way hereinabove described, has caused this instrument to be executed on this _____ day of _____, 2022.

HUNTSVILLE PHASE I QOZB LLC, a
Delaware limited liability company

By: Rocket Development Partners, LLC
Its: Manager

By: _____
Name: Mitchell B. Rutter
Its: Co-Manager

STATE OF New York)
COUNTY OF Suffolk)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Mitchell B. Rutter, whose names as _____, of HUNTSVILLE PHASE I QOZB LLC, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he/she, as such _____ and with full authority, executed the same for and as the act of said HUNTSVILLE PHASE I QOZB LLC, as of the day the same bears date.

Given under my hand and official seal this the 21st day of October, 2022.

Evelynne Ramunno
NOTARY PUBLIC
My Commission Expires: 3-17-26

EVELYNNE RAMUNNO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01RA6299138
Qualified in Suffolk County
My Commission Expires 03-17-2026

Exhibit A

Legal Description of Right of Way

Right-of-way Vacation

Commencing at a point at the intersection of the westerly Right-of Way of Monroe Street and the Northwesterly Right-of-Way of Clinton Avenue, same being the southeast corner of Lot 12, Block 292 of the Quigley Map of the City of Huntsville, Madison County, Alabama and run South 58°01'01" West along the northwesterly Right-of-Way line of Clinton Avenue a distance of 100.28 feet to a 5/8-inch rebar on a non-tangent curve concave to the northwest having a radius of 99.98 feet;

Thence run northeastwardly along said curve for an arc distance of 61.25 feet to the **Point of Beginning** that bears North 40º21'22" East and 60.30 feet from the last described point;

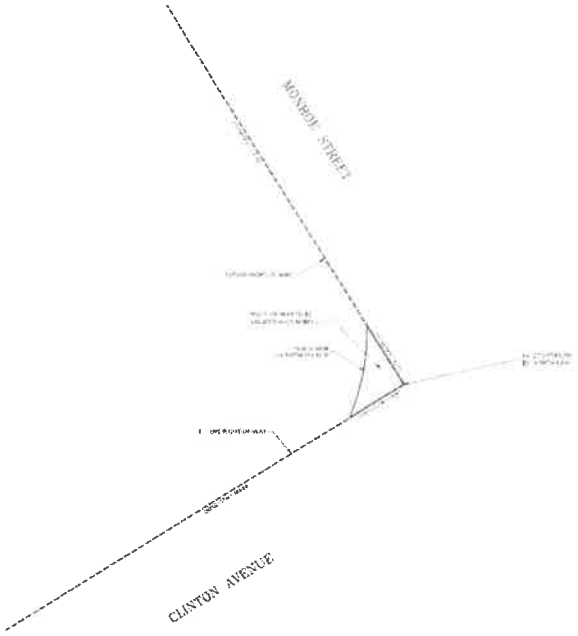
Thence continue northwardly along said curve for an arc distance of 43.04 feet to a point that bears North 10º28'22" East and 42.71 feet from the last described point;

Thence run South 31°58'39" East for a distance of 31.51 feet;

Thence run South 58º01'01" West for a distance of 28.83 feet to the **Point of Beginning**, comprising an area of 0.01 acres (388 sq.ft.), more or less.

Exhibit B

Graphical Depiction of Vacated Clinton/Monroe Corner Right of Way



STATE OF ALABAMA)

COUNTY OF MADISON)

DECLARATION OF VACATION OF RIGHT-OF-WAY

KNOWN ALL MEN BY THE PRESENTS: That the undersigned HUNTSVILLE PHASE I QOZB LLC, a Delaware limited liability company ("**Owner**") desiring to vacate that certain right-of-way hereinafter described, says as follows:

1. That Owner is the owner of all land abutting the hereinafter described right-of-way.

2. That convenient and reasonable means of ingress and egress are available to the owners of the surrounding property.

3. That said right-of-way, hereinafter described, is situated within the corporate limits of the City of Huntsville, Alabama, and was heretofore dedicated to said City.

4. That Owner, by this instrument, declares its intent to vacate the said right-of-way, hereinafter described.

5. That it may be necessary for said City to retain an easement for utilities and drainage over the real estate described below.

NOW, THEREFORE, the undersigned, as owner of all property abutting the said right-of-way hereinafter described, does hereby petition and urge that the City Council of the City of Huntsville, Alabama, adopt by resolution hereby declaring said right-of-way vacated and assenting to the vacation of the following described right-of-way, being described, as follows:

See Exhibit A and Exhibit B, attached hereto.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the undersigned has caused this petition to be executed as of the date first above written.

HUNTSVILLE PHASE I QOZB LLC, a
Delaware limited liability company

By: Rocket Development Partners, LLC
Its: Manager

By: _____
Name: Mitchell B. Rutter
Its: Co-Manager

STATE OF New York)

COUNTY OF Suffolk)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Mitchell B. Rutter whose names as _____, of HUNTSVILLE PHASE I QOZB LLC, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he/she, as such _____ and with full authority, executed the same for and as the act of said HUNTSVILLE PHASE I QOZB LLC, as of the day the same bears date.

Given under my hand and official seal this the 21st day of October, 2022.

EVELYNNE RAMUNNO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01RA6299138
Qualified in Suffolk County
My Commission Expires 03-17-2026

_____
NOTARY PUBLIC
My Commission Expires: 3-17-26.

EVELYNNE RAMUNNO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01RA6299138
Qualified in Suffolk County
My Commission Expires 03-17-2026

Exhibit A

Legal Description of Right of Way

Right-of-way Vacation

Commencing at a point at the intersection of the westerly Right-of Way of Monroe Street and the Northwesterly Right-of-Way of Clinton Avenue, same being the southeast corner of Lot 12, Block 292 of the Quigley Map of the City of Huntsville, Madison County, Alabama and run South 58°01'01" West along the northwesterly Right-of-Way line of Clinton Avenue a distance of 100.28 feet to a 5/8-inch rebar on a non-tangent curve concave to the northwest having a radius of 99.98 feet;

Thence run northeastwardly along said curve for an arc distance of 61.25 feet to the **Point of Beginning** that bears North 40º21'22" East and 60.30 feet from the last described point;

Thence continue northwardly along said curve for an arc distance of 43.04 feet to a point that bears North 10º28'22" East and 42.71 feet from the last described point;

Thence run South 31°58'39" East for a distance of 31.51 feet;

Thence run South 58º01'01" West for a distance of 28.83 feet to the **Point of Beginning**, comprising an area of 0.01 acres (388 sq.ft.), more or less.

Exhibit B

Graphical Depiction of Vacated Clinton/Monroe Right of Way

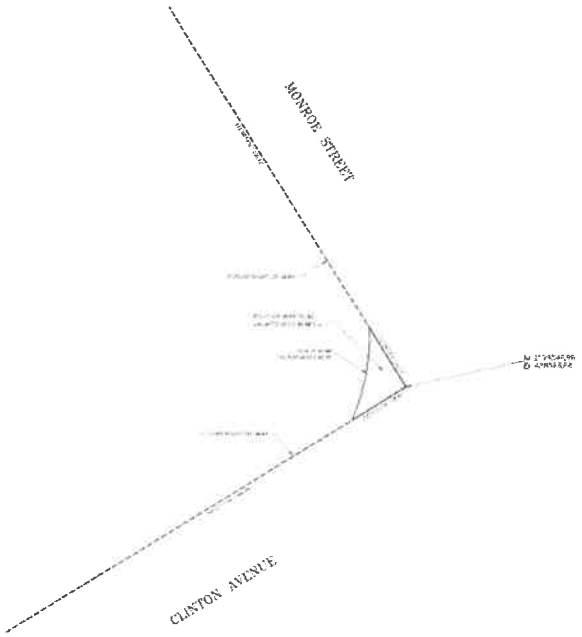


EXHIBIT C

(Public Hearing Notice to be Published)

In accordance with Section 23-4-1 et seq. of the Code of Alabama, 1975, as amended, you are hereby notified of a public hearing to be held at Huntsville City Hall in the Council Chamber, located at 308 Fountain Circle, Huntsville, Alabama 35801, at 5:30 p.m. on Thursday, December 1, 2022.

The purpose of the hearing is to receive public comments on an application submitted by the City of Huntsville for the vacation of Right-of-way along Clinton Avenue and Monroe Street which is more particularly described as follows:

STATE OF ALABAMA
MADISON COUNTY

Right-of-way Vacation

Commencing at a point at the intersection of the westerly Right-of Way of Monroe Street and the Northwesterly Right-of-Way of Clinton Avenue, same being the southeast corner of Lot 12, Block 292 of the Quigley Map of the City of Huntsville, Madison County, Alabama and run South 58°01'01" West along the northwesterly Right-of-Way line of Clinton Avenue a distance of 100.28 feet to a 5/8-inch rebar on a non-tangent curve concave to the northwest having a radius of 99.98 feet;

Thence run northeastwardly along said curve for an arc distance of 61.25 feet to the **Point of Beginning** that bears North 40º21'22" East and 60.30 feet from the last described point;

Thence continue northwardly along said curve for an arc distance of 43.04 feet to a point that bears North 10º28'22" East and 42.71 feet from the last described point;

Thence run South 31°58'39" East for a distance of 31.51 feet;

Thence run South 58º01'01" West for a distance of 28.83 feet to the **Point of Beginning,** comprising an area of 0.01 acres (388 sq.ft.), more or less.

This notice is being sent by United States mail at least 30 days prior to the scheduled hearing to all abutting owners, if any, and to all entities know to have facilities or equipment within the public Right-of-way of the street to be vacated, as their names and addresses appear on roll in the Madison County Revenue Commissioner's office or Madison County Tax Assessor's office, and shall be posted at the Madison County Courthouse and at Huntsville City Hall. Any citizen alleging to be affected by the proposed vacation may submit a written objection to the City Council or may request an opportunity to be heard at the public hearing held as required by law, any such objection or request may be directed to: Attn: Thomas Nunez, City Planning Department, 308 Fountain Circle, 2nd Floor, Huntsville, Alabama 35801 or thomas.nunez@huntsvilleal.gov.

RESOLUTION NO. 22-_____

BE IT RESOLVED by the City Council of the City of Huntsville, within the State of Alabama, as follows:

1. That the Huntsville Phase I QOZB, LLC, is the sole landowner abutting the property hereinafter described, made application for the vacation of a portion of that certain Right-of-Way more particularly described as follows (the "Right-of-Way" or the "Property"):

See Exhibit "A" attached hereto and incorporated herein.

2. That notice of the vacation of the Right-of-Way has been given as required by Section 23-4-1 *et seq.* of the Code of Alabama, 1975, as amended, and a public hearing held for purposes of allowing public comments on the proposed vacation before the City Council.

3. That after vacation of the designated portion of Right-of-Way and all public rights therein, convenient and reasonable means of ingress and egress to and from the respective property will be afforded to all property owners owning property in or near the Right-of-Way by the remaining streets, avenues, and highways.

4. That in the judgment and opinion of the City Council of the City of Huntsville that it is in the public interest and necessary and expedient that the City vacate the designated portion of Right-of-Way and that the vacation of the designated portion of Right-of-Way is in the best interests of the citizens of the City in that same will contribute to the health and general welfare of the citizens of the City of Huntsville, Alabama.

5. That the filing of the resolution with the Judge of Probate of Madison County, Alabama, shall operate as a declaration of the City's vacation of that portion of the Right-of-Way as described herein and shall divest all public rights and liabilities, including any rights which may have been acquired by prescription, in that part of the Right-of-Way. Title and all public rights shall vest in the abutting landowner, Huntsville Phase I QOZB, LLC.

6. That notice of this resolution shall be published in *The Huntsville Times* no later than fourteen (14) days from the date hereof.

NOW THEREFORE, be it resolved by the City Council of the City of Huntsville that they do hereby assent to the said vacation of the herein described portion of Right-of-Way and that the above described Property be and the same is hereby vacated and annulled and all public rights therein divested of the Property, with the City of Huntsville retaining a public utility and drainage Easements over, across and under subject property.

ADOPTED this the 1st day of December, 2022.

President of the City Council
City of Huntsville, Alabama

APPROVED this the 1st day of December, 2022.

TOMMY BATTLE
Mayor of the City of Huntsville, Alabama

EXHIBIT A

Right-of-way Vacation

Commencing at a point at the intersection of the westerly Right-of Way of Monroe Street and the Northwesterly Right-of-Way of Clinton Avenue, same being the southeast corner of Lot 12, Block 292 of the Quigley Map of the City of Huntsville, Madison County, Alabama and run South 58°01'01" West along the northwesterly Right-of-Way line of Clinton Avenue a distance of 100.28 feet to a 5/8-inch rebar on a non-tangent curve concave to the northwest having a radius of 99.98 feet;

Thence run northeastwardly along said curve for an arc distance of 61.25 feet to the **Point of Beginning** that bears North 40º21'22" East and 60.30 feet from the last described point;

Thence continue northwardly along said curve for an arc distance of 43.04 feet to a point that bears North 10º28'22" East and 42.71 feet from the last described point;

Thence run South 31°58'39" East for a distance of 31.51 feet;

Thence run South 58º01'01" West for a distance of 28.83 feet to the **Point of Beginning,** comprising an area of 0.01 acres (388 sq.ft.), more or less.

ORDINANCE NO. 22-_____

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

Section 1. The City Council of the City of Huntsville, Alabama, finds that an application has been presented to the City of Huntsville requesting the vacation of a right-of-way; that the applicants have represented to the City of Huntsville that **Huntsville Phase I QOZB, LLC,** is the owner of the property across which said right-of-way lies; that said right-of-way, 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 right-of-way hereinafter described, said deed being substantially in words and figures as follows, to-wit:

This Instrument Prepared By:
Allie C. Tucker, Esq.
Maynard, Cooper & Gale, P.C.
655 Gallatin Street
Huntsville, Alabama 35801
(256) 551-0171

Please send tax notice to:

HUNTSVILLE PHASE I QOZB LLC
635 Madison Avenue, Suite 1300
New York, NY 10022

QUITCLAIM DEED

STATE OF ALABAMA)

COUNTY OF MADISON)

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration in hand paid to CITY OF HUNTSVILLE, ALABAMA, a municipal corporation ("Grantor"), by HUNTSVILLE PHASE I QOZB LLC, a Delaware limited liability company ("Grantee"), the receipt of which is acknowledged, Grantor does hereby remise, release, quitclaim and convey unto Grantee, and its successors and assigns, all of Grantor's right, title and interest, if any, in that certain real property situated in Madison County, Alabama, which is described on **Exhibit A** attached hereto and made a part hereof (the "Property").

Pursuant to the provisions of Ala. Code § 40-22-1 (1975), the following information is offered in lieu of submitting Form RT-1:

Grantor's Address:	P.O. Box 308, Huntsville, AL 35804
Grantee's Address:	635 Madison Avenue, Suite 1300, New York, NY 10022
Property Address:	0.01 Acres Tract lying at the corner of Clinton Avenue and Monroe Street, Huntsville, AL 35801
Actual Value:	N/A — the purpose of this deed is to clear Title

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed, to be effective as of December 1, 2022.

GRANTOR:

CITY OF HUNTSVILLE, ALABAMA, a municipal corporation

_____
Tommy Battle, Mayor

ATTEST:

_____
Kenne Benion, Clerk-Treasurer

STATE OF ALABAMA
COUNTY OF MADISON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Tommy Battle and Kenneth Benion, whose names as Mayor and Clerk-Treasurer, respectively, of the CITY OF HUNTSVILLE, ALABAMA, a 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 this instrument, they, as such officers and with full authority, executed the same for and as the act of said City of Huntsville, a municipal corporation, as of the day the same bears date.

Given under my hand and official seal this the 1st day of December, 2022.

_____
NOTARY PUBLIC
My Commission Expires: _____

Exhibit A

Description of the Property

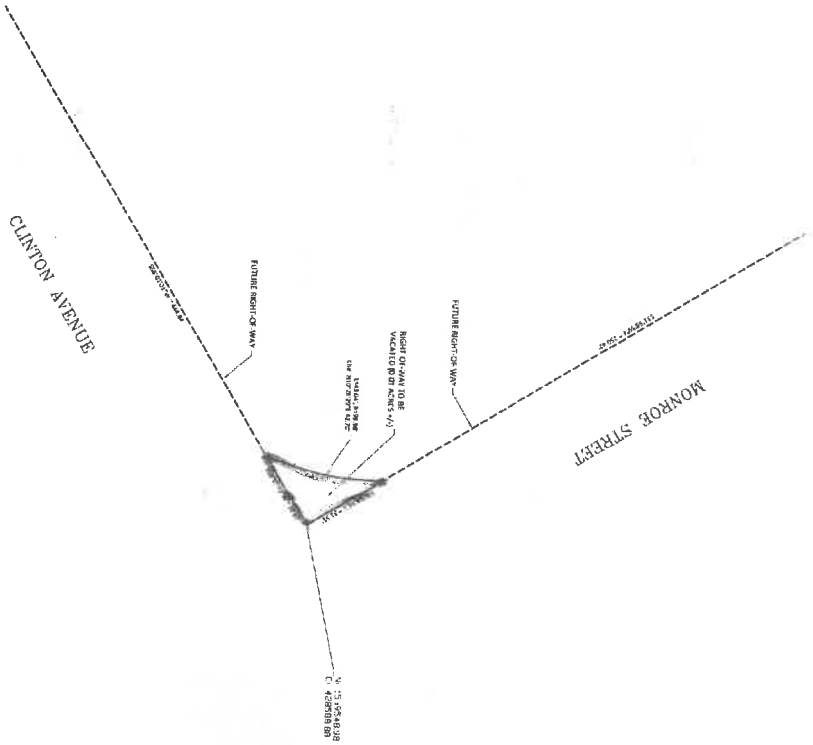
Right-of-way Vacation

Commencing at a point at the intersection of the westerly Right-of Way of Monroe Street and the Northwesterly Right-of-Way of Clinton Avenue, same being the southeast corner of Lot 12, Block 292 of the Quigley Map of the City of Huntsville, Madison County, Alabama and run South 58°01'01" West along the northwesterly Right-of-Way line of Clinton Avenue a distance of 100.28 feet to a 5/8-inch rebar on a non-tangent curve concave to the northwest having a radius of 99.98 feet;

Thence run northeastwardly along said curve for an arc distance of 61.25 feet to the **Point of Beginning** that bears North 40º21'22" East and 60.30 feet from the last described point;

Thence continue northwardly along said curve for an arc distance of 43.04 feet to a point that bears North 10º28'22" East and 42.71 feet from the last described point;

Thence run South 31°58'39" East for a distance of 31.51 feet;
Thence run South 58º01'01" West for a distance of 28.83 feet to the **Point of Beginning**, comprising an area of 0.01 acres (388 sq.ft.), more or less.



SCALE IN FEET
20 0 20 40 60

ALABAMA EAST ZONE - NAD 83 (2011)
HORIZONTAL DATUM

HUNTSVILLE APARTMENTS

TOWNSHIP 3S, RANGE 1W, SECTION 35
CITY OF HUNTSVILLE, MADISON COUNTY, ALABAMA

SHEET TITLE
ROW VACATION
EXHIBIT A

NO	REVISION REFERENCE	DATE

DRAWN BY: EB
CHECKED BY: AS
SCALE: 1"=20'
ISSUE DATE: 9/06/2022
PROJECT NUMBER: 2460.001
DRAWING NUMBER: C-01
SHEET 1 of 1

CROY
603 MADISON STREET, SE
HUNTSVILLE, AL 35801
PHONE: (256) 517-8555

THESE PLANS AND DRAWINGS ARE NOT TO BE REPRODUCED IN ANY FORM OR MANNER WHATSOEVER OR ISSUED TO ANY THIRD PERSONS WITHOUT THE EXPRESS WRITTEN PERMISSION AND CONSENT OF CROY ENGINEERING L.L.C. NOR ARE THEY TO BE ASSIGNED TO ANY PARTY WITHOUT WRITTEN PERMISSION AND LICENSE.

Drawing Location: P:\Huntsville\2460 The Vores Street\2460.001 Core Civil Site Redevelopment\Engineering\Preliminary Plat\2460.001 - Preliminary Plat.dwg
Plot Scale: 1'=20'. Drawing Rotation: 0.0°, Plot Style: Design.ctb, Plotted By: Eric Sorrels on 9/6/2022 1:52 PM

Ordinance No. 22-_____ (Cont.)

ADOPTED this the 1st day of December, 2022.

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

APPROVED this the 1st day of December, 2022.

_____
Mayor of the City of
Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** 2022-0922

Department: Finance Committee

Subject: **Type of Action:** Unanimous Consent

Resolution authorizing expenditures for payment.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: $30,138,011.02

Total Cost: $30,138,011.02

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:

Total Expenditures: $30,138,011.02

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** TMP-2188

Department: Finance Committee

Subject: **Type of Action:** Unanimous Consent

Resolution authorizing expenditures for payment.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: $30,138,011.02

Total Cost: $30,138,011.02

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:

Total Expenditures: $30,138,011.02

RESOLUTION NO. 22 - _____

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

$30,138,011.02

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 27th day of October, 2022.

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

APPROVED this the 27th day of October, 2022.

_____
Mayor of the City of
Huntsville, Alabama

_____
Finance Committee Chairman

FROM 09/24/22 through 10/14/22 **CITY COUNCIL MEETING** **10/27/22**

FUND ACCOUNT	FUND NAME		AMOUNT
1000	GENERAL FUND	$	11,573,800.31
1005	HEALTH & LIFE BENEFITS	$	313,557.17
1010	GENERAL RESTRICTED DONATIONS	$	18,999.39
2000	PUBLIC TRANSIT	$	241,873.31
2001	PUBLIC TRANSIT STATION GRANT	$	-
2100	COMMUNITY DEV BLOCK GRANT	$	281,174.68
2101	COMMUNITY DEV COVID	$	317,114.46
2200	COMMUNITY DEV HOUSING	$	43,039.32
2201	COMMUNITY DEV ARP	$	-
2300	OTHER GRANTS	$	-
2500	OTHER GRANTS	$	337,033.86
3000	6.5 MILL DEBT PROPERTY TAX	$	-
3010	6.5 MILL SCHOOL PROPERTY TAX	$	-
3020	1990 CAPITAL IMPROVEMENTS	$	3,606,627.87
3030	1990 SCHOOL SUPPORT	$	-
3040	LODGING & LIQUOR TAXES	$	44,256.37
3050	1% LODGING TAX 2003	$	-
3060	1% LODGING TAX 2013	$	-
3080	2014 CAPITAL IMPROVEMENTS	$	2,076,573.37
3202	TIF 2	$	-
3203	TIF 3A	$	-
3204	TIF 4	$	-
3205	TIF 5	$	306,886.90
3206	TIF 6	$	-
3207	TIF 7	$	93,971.62
3300	4 & 5 CENT STATE GASOLINE TAX	$	-
3310	7 CENT STATE GASOLINE TAX	$	5,445.12
3400	FEDERAL COURT ASSET FORFEITURE	$	-

3420	CIRCUIT COURT ASSET FORFEITURE	$	-
3430	STAC SEIZURE-CIR COURT	$	23,296.51
3435	STAC SEIZURE-FED COURT	$	-
3510	COURT VICTIM RESTITUTION	$	-
3520	COURT $2 REVENUE	$	1,040.00
3560	CEMETERY PERPETUAL CARE	$	1,250.00
3700	CUMMINGS RESEARCH PARK	$	14,772.00
3900	EMERGENCY MANAGEMENT AGENCY	$	29,978.16
3910	ALABAMA CONSTITUTION VILLAGE	$	41,418.90
3930	BURRITT MEMORIAL COMMITTEE	$	36,527.20
3950	PBA - DEBT SERVICE	$	2,549,625.00
4010	2020E TIF WARRANTS	$	-
4011	PBA AMPHITHEATER	$	300.00
4012	2021 FUTURE PROJECT BORROW	$	158,882.52
4013	2022 FUTURE PROJECT BORROW2	$	910,545.78
4014	VBC - CAPITAL PROJECTS	$	484,510.45
4015	PBA - NEW CITY HALL	$	2,133,569.47
4016	2022 VBC DEBT BORROW	$	-
5000	DEBT SERVICE	$	-
6000	WATER POLLUTION CONTROL	$	1,793,644.60
6010	WPC CMOM RESERVE	$	531,249.30
6020	WPC R&R RESERVE	$	14,889.25
6030	WPC ECONOMIC DEVELOPMENT	$	97,639.45
6040	WPC 2005 ECONOMIC DEVELOPMENT	$	5,472.05
6050	WPC FUTURE DEBT	$	978,113.00
6200	SANITATION	$	707,157.40
6500	PBA - AMPHITHEATER	$	158.95
7000	POST-RETIREMENT BENEFITS TRUST	$	388,252.37
7100	EMPLOYEE FLEXIBLE BENEFIT PLAN	$	(24,635.09)
	TOTAL	**$**	**30,138,011.02**

Vendor Expense Report

09/24/2022 through 10/14/2022

Fund	Account/Vendor	Long Account	Inv#	Line Item Desc	Check #	Effective Date	Amount
1000	A-1 GLASS & AUTO LLC	1000-15-15100-513030-00000000-	2871	COM TX 092322/2871	80108	09/27/2022	150.00
		Total Paid by Vendor					**150.00**
	AFLAC	1000-00-00000-210290-00000000-	951666	JULY BILL FOR AUG CANCER & OFF-THE-JOB PREMIUMS	80109	09/29/2022	4,513.23
		1000-00-00000-210300-00000000-	951666	JULY BILL FOR AUG CANCER & OFF-THE-JOB PREMIUMS	80109	09/29/2022	3,218.04
		Total Paid by Vendor					**7,731.27**
	ALABAMA ASSOCIATION OF POLYGRAPH EXAMINERS	1000-41-41101-515790-00000000-	2022 POLYGRAPH SEMNR	2022 AL ASSOC OF POLYGRAPH EXAMINERS SEMINAR	80007	09/27/2022	1,000.00
		Total Paid by Vendor					**1,000.00**
	ALABAMA CHILD SUPPORT PAYMENT CENTER	1000-00-00000-210180-00000000-	283271	Payroll Run 1 - Warrant 221002	80499	10/07/2022	22,863.65
		Total Paid by Vendor					**22,863.65**
	ALABAMA DEPARTMENT OF LABOR	1000-19-00000-502150-00000000-	22-0536	STATE REQ WC FEES	80400	10/04/2022	7,496.00
		1000-19-00000-502160-00000000-	Q3 2022 UNEMP TAX	UNEMPLOYMENT TAX FOR Q3 2022	80004	09/26/2022	26,379.27
		Total Paid by Vendor					**33,875.27**
	ALABAMA DEPARTMENT OF REVENUE	1000-15-15100-515340-00000000-	MUTAG#022338-42	MUTAG FOR EQUIPMENT# 022338-42	80359	09/30/2022	6.25
		1000-15-15100-515340-00000000-	MUTAG# 022385	MU TAG FOR EQUIPMENT#022385	80357	09/30/2022	1.25
		1000-15-15100-515340-00000000-	MUTAG# 080233	MU TAG FOR EAIPMENT# 080233	80358	09/30/2022	2.00
		1000-00-00000-210180-00000000-	283273	Payroll Run 1 - Warrant 221002	80501	10/07/2022	1,421.42
		1000-15-15100-515340-00000000-	MUTAG# 030689 0922	MU TAG REPLACEMENT FOR EQUIP# 030689	80402	09/30/2022	2.00
		1000-15-15100-515340-00000000-	MUTAG# 094598	MU TAG TRANSFER FOR EQUIP# 094598	80401	10/05/2022	1.25
		1000-15-15100-515340-00000000-	MUTAG# 30704	MU TAG FOR EQUIPMENT# 03704	80522	10/10/2022	24.25
		1000-15-15100-515340-00000000-	MUTAG# 022438	MU TAG FOR EQUIP# 022438	80523	10/10/2022	24.25
		1000-15-15100-515340-00000000-	MUTAG# 022365	MU TAG FOR EQUIP# 022365	80524	10/10/2022	24.25
		1000-15-15100-515340-00000000-	MUTAG# 022367	MU TAG FOR EQUIP# 022367	80525	10/10/2022	24.25
		1000-15-15100-515340-00000000-	MUTAG# 030705	MU TAG FOR EQUIP# 030705	80632	10/11/2022	24.25
		1000-00-00000-210130-00000000-	STATE TAX -SEPT 2022	STATE WITHHOLDING TAX - SEPTEMBER 2022	80516	10/10/2022	410,488.91
		Total Paid by Vendor					**412,044.33**
	ALABAMA LAWN MASTERS INC	1000-52-52100-515370-00000000-	136226	LAWN MAINTENANCE (BLANKET)	80527	10/10/2022	1,246.00
		1000-52-52100-515370-00000000-	136169	LAWN MAINTENANCE (BLANKET)	80527	10/10/2022	170.00
		1000-52-52100-515370-00000000-	136162	LAWN MAINTENANCE (BLANKET)	80527	10/10/2022	486.00
		1000-52-52100-515370-00000000-	136623	LAWN MAINTENANCE (BLANKET)	80527	10/10/2022	250.00
		1000-52-52100-515370-00000000-	136510	LAWN MAINTENANCE (BLANKET)	80527	10/10/2022	485.00
		1000-52-52100-515370-00000000-	136227	LAWN MAINTENANCE (BLANKET)	80527	10/10/2022	265.00
		Total Paid by Vendor					**2,902.00**
	ALABAMA LEAGUE OF MUNICIPALITIES	1000-11-00000-515340-00000000-	LEAGUE MEMBERSHIP	9/01/22-8/31/23 ALABAMA LEAGUE MEMBERSHIP DUES	80681	09/30/2022	31,731.42
		Total Paid by Vendor					**31,731.42**
	ALABAMA MEDIA GROUP	1000-19-00000-515010-00000000-	0002921186	ALABAMA MEDIA GROUP INV #0002921186	80633	10/12/2022	24,739.00
		Total Paid by Vendor					**24,739.00**
	ALABAMA PEACE OFFICERS ANNUITY & BENEFIT FUND	1000-00-00000-210200-00000000-	283269	Payroll Run 1 - Warrant 221002	80500	10/07/2022	1,410.00
		Total Paid by Vendor					**1,410.00**
	ALAMEX TRANSLATION SERVICES	1000-43-00000-515370-00000000-	22629	JAIME MIRANDA	80110	09/27/2022	75.00
		1000-43-00000-515370-00000000-	22544	GEORGE GARCIA	80110	09/27/2022	75.00
		1000-43-00000-515370-00000000-	22545	HERIBERTO HERNAINDEZ	80110	09/27/2022	75.00
		1000-43-00000-515370-00000000-	22640	GIL PEREZ	80110	09/27/2022	75.00
		1000-43-00000-515370-00000000-	22641	MARICRUZ ROBLERO-LOPEZ	80110	09/27/2022	75.00
		1000-43-00000-515370-00000000-	22642	NEFTALI SANCHEZ	80110	09/27/2022	75.00
		1000-43-00000-515370-00000000-	22532	TRAN SERV- J. MORGELES CS#22-11186913	80403	09/30/2022	75.00
		1000-43-00000-515370-00000000-	22540	TRAN SERV- J. JIMINEZ GAZPA CS# 22-11187911	80403	09/30/2022	75.00
		1000-43-00000-515370-00000000-	22541	TRAN SERV- K. SENABRIO DOMENECH CS# 11168043	80403	09/30/2022	75.00
		1000-43-00000-515370-00000000-	22548	TRAN SERV- N. FIDEL CS# 11188373	80403	09/30/2022	75.00
		1000-43-00000-515370-00000000-	22506	TRAN SERV- J. R. IBARDURAN CS# 22-11185232-33,35	80403	09/30/2022	75.00
		1000-43-00000-515370-00000000-	22507	TRAN SERV- R. EDRY CS# 22-11185828-29	80403	09/30/2022	75.00
		1000-43-00000-515370-00000000-	22543	TRAN SERV- M.R. OQUENDO CS# 22-11186905	80403	09/30/2022	75.00
		1000-43-00000-515370-00000000-	22529	TRAN SERV- J.F. GOMEZ CS# U1333277-8	80403	09/30/2022	75.00
		1000-43-00000-515370-00000000-	22530	TRAN SERV- M. CACERES CS#22-11184848,750	80403	09/30/2022	75.00
		1000-43-00000-515370-00000000-	22542	TRAN SERV- W.A. RAMIREZ CS# 11187948	80403	09/30/2022	75.00
		1000-43-00000-515370-00000000-	22531	TRAN SERV- K IZARRA CS# 22-11185984-5	80403	09/30/2022	75.00
		Total Paid by Vendor					**1,275.00**
	ALL SHARPE INC	1000-15-15100-513030-00000000-	49642	COM TX 092922/49642	80529	09/30/2022	120.00
		1000-15-15100-513030-00000000-	49643	COM TX 092922/49643	80529	09/30/2022	120.00
		1000-15-15100-513030-00000000-	49647	COM TX 100522/49647	80529	09/30/2022	100.00
		1000-15-15100-513030-00000000-	49648	COM TX 100522/49648	80529	09/30/2022	300.00
		1000-15-15100-513030-00000000-	49649	COM TX 100522/49649	80529	09/30/2022	40.00
		1000-15-15100-513030-00000000-	49650	COM TX 100522/49650	80529	09/30/2022	80.00
		1000-15-15100-513030-00000000-	49651	COM TX 100522/49651	80529	09/30/2022	300.00
		1000-15-15100-513030-00000000-	49652	COM TX 100522/49652	80529	09/30/2022	300.00

	1000-15-15100-513030-00000000-	49654	COM TX 100522/49654	80529	09/30/2022	300.00
	1000-15-15100-513030-00000000-	49655	COM TX 100522/49655	80529	09/30/2022	300.00
	1000-15-15100-513030-00000000-	49656	COM TX 100522/49656	80529	09/30/2022	100.00
	Total Paid by Vendor					**2,060.00**
ALLGAS INC	1000-55-55400-514010-00000000-	3136525	FY22 PROPANE BLANKET	80360	09/30/2022	65.97
	1000-75-75200-515340-00000000-	2104826	PROPANE FOR SIGN TRUCK ***BLANKET PO***	80360	09/30/2022	90.88
	1000-55-55400-514010-00000000-	3147249	FY22 PROPANE BLANKET	80530	09/30/2022	47.94
	Total Paid by Vendor					**204.79**
ALLIANCE SAND INCORPORATED - HUNTSVILLE PORT	1000-52-52600-513010-00000000-	154907	TOP SAND FOR NORTH MAINT	80531	09/30/2022	4,400.00
	1000-52-52300-515340-00000000-	154908	TOP DRESS FOR JHP TOURNEY FIELDS - SPORTS (CRAIG)	80531	09/30/2022	4,400.00
	1000-51-00000-513010-00000000-	20273	BLANKET PO/NON-BID ITEM SAND/PEA GRAVEL MIXTURE	80634	09/30/2022	800.18
	Total Paid by Vendor					**9,600.18**
ALLIED PHOTOCOPY INC	1000-50-00000-515340-00000000-	1137319	BLANKET ANIMAL LICENSE RENEWAL NOTICES	80635	09/30/2022	1,097.50
	Total Paid by Vendor					**1,097.50**
ALLSTATE BENEFITS	1000-00-00000-210290-00000000-	M0116446180 7/10/22	PPE 7/10/22 ALLSTATE CANCER/OFF-THE-JOB ACCIDENT	80014	09/26/2022	10,032.50
	1000-00-00000-210300-00000000-	M0116446180 7/10/22	PPE 7/10/22 ALLSTATE CANCER/OFF-THE-JOB ACCIDENT	80014	09/26/2022	7,907.96
	1000-00-00000-210290-00000000-	M0116446180 7/24/22	PPE 7/24/22 ALLSTATE CANCER/OFF-THE-JOB ACCIDENT	80014	09/26/2022	10,038.14
	1000-00-00000-210300-00000000-	M0116446180 7/24/22	PPE 7/24/22 ALLSTATE CANCER/OFF-THE-JOB ACCIDENT	80014	09/26/2022	7,928.98
	1000-00-00000-210290-00000000-	M0116446208 8/21/22	PPE 8/21/22 ALLSTATE CANCER/OFF-THE-JOB ACCIDENT	80014	09/26/2022	10,022.18
	1000-00-00000-210300-00000000-	M0116446208 8/21/22	PPE 8/21/22 ALLSTATE CANCER/OFF-THE-JOB ACCIDENT	80014	09/26/2022	7,890.10
	1000-00-00000-210290-00000000-	M0116446236 9/04/22	PPE 9/04/22 ALLSTATE CANCER/OFF-THE-JOB ACCIDENT	80014	09/26/2022	10,091.62
	1000-00-00000-210300-00000000-	M0116446236 9/04/22	PPE 9/04/22 ALLSTATE CANCER/OFF-THE-JOB ACCIDENT	80014	09/26/2022	7,947.38
	1000-00-00000-210290-00000000-	M0116446236 9/18/22	PPE 9/18/22 ALLSTATE CANCER/OFF-THE-JOB ACCIDENT	80112	09/27/2022	10,070.14
	1000-00-00000-210300-00000000-	M0116446236 9/18/22	PPE 9/18/22 ALLSTATE CANCER/OFF-THE-JOB ACCIDENT	80112	09/27/2022	7,977.32
	Total Paid by Vendor					**89,906.32**
ALLTERRA CENTRAL	1000-74-74200-515340-00000000-	SI131675	GPS EQUIPMENT	80113	09/28/2022	7,033.00
	Total Paid by Vendor					**7,033.00**
ALTA PLANNING & DESIGN INC	1000-74-74100-515370-00000000-	00-2022-115-4	PROF SERV-HSV DOWNTOWN ACTIVE TRANS CONN PLAN	80636	10/11/2022	1,200.00
	Total Paid by Vendor					**1,200.00**
AMANDA ELLIOTT	1000-10-00000-515340-00000000-	733	PARKS & REC GRAPHICS FOR FLYERS AND HISTORIC PRES	80015	09/27/2022	2,800.00
	1000-10-00000-515340-00000000-	734	HEALTHY HSV, MAYORS BIKE RIDE, TRAINING SERIES	80015	09/27/2022	1,050.00
	Total Paid by Vendor					**3,850.00**
AMERICAN RED CROSS & ITS CONSTITUENT CHAPTERS	1000-30-30100-515790-00000000-	22481635	AMERICAN RED CROSS TRAINING FOR DEPT. (BLANKET)	80609	09/30/2022	105.00
	Total Paid by Vendor					**105.00**
AMERICAN WELDING & GAS INC	1000-14-14300-515610-00000000-	08781280	GENERAL SERVICES WELDING TOOLS	80404	09/30/2022	711.80
	1000-14-14300-513010-00000000-	08822221	BLANKET 2022 CYLINDER RENTAL FOR GASES	80532	09/30/2022	44.00
	Total Paid by Vendor					**755.80**
ANDERS POOL CO INC	1000-30-30600-515340-00000000-	56859	BLANKET FOR POOL CHEMICALS ON BID	80533	09/30/2022	7,050.00
	1000-30-30600-515340-00000000-	57276	BLANKET FOR NON-BID POOL ITEMS	80533	09/30/2022	2,136.00
	Total Paid by Vendor					**9,186.00**
ANIMAL CARE CLINIC & HOSPITAL	1000-50-00000-515162-00000000-	629475	BLANKET LISP/RABIES/SPAY/NEUTER	80362	09/30/2022	987.00
	1000-50-00000-515162-00000000-	661364	BLANKET LISP/RABIES/SPAY/NEUTER	80362	09/30/2022	10.00
	Total Paid by Vendor					**997.00**
AT&T	1000-17-17100-515070-00000000-	256 535-64120922	FY22 BLANKET PO ATT MAIN CENTREX FOR COH	80364	09/30/2022	4,778.88
	1000-17-17100-515070-00000000-	28727454831110012022	POP: 08/24-09/23 ATT MOBILITY CRADLEPOINT FOR EMA	80534	10/06/2022	39.99
	1000-17-17100-515070-00000000-	28727057193610012022	FY23 BLANKET PO FOR ATT MOBILITY FOR FIRE DEPT.	80535	10/10/2022	76.67
	Total Paid by Vendor					**4,895.54**
ATHENS UTILITIES	1000-14-14100-515700-00000000-	136-69030-01-0922	2022 BLANKET PO - ATHENS UTIL FOR FS #18	80406	09/30/2022	558.34
	1000-14-14100-515700-00000000-	136-69035-00-0922	2022 BLANKET PO - ATHENS UTIL FOR FS #18	80406	09/30/2022	7.60
	1000-14-14100-515700-00000000-	136-73293-00-0922	2022 BLANKET PO - ATHENS UTIL FOR FS #18	80406	09/30/2022	47.64
	Total Paid by Vendor					**613.58**
AXON ENTERPRISE INC	1000-41-41100-515340-00000000-	INUS095904	FY23 TASER BUNDLE (YEAR 2 OF 5)	80638	10/11/2022	289,449.73
	Total Paid by Vendor					**289,449.73**
A-Z OFFICE RESOURCE INC	1000-41-41305-515340-00000000-	5475187-0	5365 TRIANA BLVD-CAMELLI DARDEN 256-746-4400	80354	09/30/2022	165.58
	1000-13-13100-515340-00000000-	5473767-1	SUPPLIES/SHOUSTON/308 FOUNTAIN CIR/4THFL/4275284	80354	09/30/2022	22.07
	1000-13-13100-515340-00000000-	5473767-0	SUPPLIES/SHOUSTON/308 FOUNTAIN CIR/4THFL/4275284	80354	09/30/2022	81.22
	1000-41-41100-515340-00000000-	5478373-0	704 FIBER STREET NW- ZAC GOSHERT 256-698-2779	80520	10/10/2022	1,523.65
	1000-41-41204-515340-00000000-	5478372-0	2820 HOLMES AVENUE NW TRACEY DUNCAN 256-427-7279	80520	10/10/2022	425.88
	1000-41-41203-515340-00000000-	5468215-1	2110 CLINTON AVE W / MACKENZIE COUCH 256-427-7434	80629	09/30/2022	31.18
	1000-12-12100-515340-00000000-	5479381-0	308 FOUNTAIN CIR 3RD FLR DTHOMAS 256-427-5085	80629	10/11/2022	302.21
	1000-41-41100-515340-00000000-	5478373-1	704 FIBER STREET NW- ZAC GOSHERT 256-698-2779	80629	10/11/2022	223.98
	Total Paid by Vendor					**2,775.77**
B & M HOME SERVICES LLC	1000-14-14300-513010-00000000-	6885755	2022 BLANKET PO APPLIANCE REPAIRS	80163	09/28/2022	310.22
	Total Paid by Vendor					**310.22**
BAGBY ELEVATOR COMPANY INC	1000-14-14300-515340-ERLYWORK-	SCHED000000288885	BLANKET PO 2022 ELEVATOR SERVICES	80365	09/30/2022	416.00
	1000-14-14300-515370-00000000-	SRVCE000000080452	BLANKET PO 2022 ELEVATOR SERVICES	80407	09/30/2022	496.00
	1000-53-53200-513010-PK1020XX-	SCHED000000290478	BLANKET PO- REG SVC-ELVTR MNT 10/1/2022-9/30/2023	80537	10/10/2022	832.00
	1000-53-53200-513010-PK1040XX-	SCHED000000290476	BLANKET PO- REG SVC-ELVTR MNT 10/1/2022-9/30/2023	80537	10/10/2022	520.00
	1000-53-53200-513010-PK1030XX-	SCHED000000290477	BLANKET PO- REG SVC-ELVTR MNT 10/1/2022-9/30/2023	80537	10/10/2022	820.00
	Total Paid by Vendor					**3,084.00**

BAILEY COVE LLC	1000-14-14300-515460-00000000-	09232022	2022 LEASE SOUTH PRECINCT	80118	09/30/2022	3,548.40
	1000-14-14300-515460-00000000-	102022	2023 BLANKET PO LEASE SOUTH PRECINCT	80408	10/04/2022	13,528.62
	Total Paid by Vendor					**17,077.02**
BALLPARC LLC	1000-17-17100-515250-00000000-	13800	RES. 21-1047 BALLPARC EVENT SW SUBSCRIPTION FOR P	80409	10/05/2022	10,008.00
	Total Paid by Vendor					**10,008.00**
BENNETT NURSERIES INC	1000-51-00000-515520-00000000-	282636	PUMPKINS/GORDS/MUMS/CEMETERY STROLL	PCard	09/26/2022	165.80
	Total Paid by Vendor					**165.80**
BLR	1000-18-00000-515340-00000000-	6950998	BLANKET - FAIR LABOR STANDARDS UPDATES	80640	10/11/2022	536.99
	Total Paid by Vendor					**536.99**
BONNIE J MACIORSKI	1000-43-00000-515370-00000000-	3970 1ST SESSION	INST FOR D.D.C. 8 HR CLASS 9/27/22	80122	09/30/2022	100.00
	1000-43-00000-515370-00000000-	3970 2ND SESSION	INS-DDC/ADD CLASS-9/29/22-CL# 3970, 2ND SESSION	80410	09/30/2022	100.00
	1000-43-00000-515370-00000000-	3982 1ST SESSION	INST FOR D.D.C. HR CLASS 10/4/22	80539	10/11/2022	100.00
	Total Paid by Vendor					**300.00**
BRADLEY ARANT BOULT CUMMINGS, LLP	1000-18-00000-515372-00000000-	1597500	BLANKET - OUTSIDE LEGAL SERVICES	80641	10/11/2022	522.50
	1000-18-00000-515372-00000000-	1597479	BLANKET - OUTSIDE LEGAL SERVICES	80641	10/11/2022	48.75
	1000-18-00000-515372-00000000-	1600659	BLANKET - OUTSIDE LEGAL SERVICES	80641	10/11/2022	915.00
	1000-18-00000-515372-00000000-	1600657	BLANKET - OUTSIDE LEGAL SERVICES	80641	10/11/2022	21,136.88
	1000-18-00000-515372-00000000-	1600656	BLANKET - OUTSIDE LEGAL SERVICES	80641	10/11/2022	6,442.50
	1000-18-00000-515372-00000000-	160658	BLANKET - OUTSIDE LEGAL SERVICES	80641	10/11/2022	610.00
	Total Paid by Vendor					**29,675.63**
BRINDLEE MOUNTAIN FIRE APPARATUS LLC	1000-15-15100-513030-00000000-	0019615	COM TX 092622/0019615	80123	09/27/2022	487.50
	1000-42-42100-515340-00000000-	00019663	POP: 09/26-10/26 TRUCK LEASE 9/26/22 TO 10/26/22	80540	10/06/2022	13,500.00
	Total Paid by Vendor					**13,987.50**
BROOKS LOCK & KEY	1000-14-14300-513010-00000000-	12775A	SOLE SOURCE 2022 BLANKET KEYS -LOCKSETS & REPAIRS	80366	09/30/2022	45.00
	1000-14-14300-513010-00000000-	12774A	SOLE SOURCE 2022 BLANKET KEYS -LOCKSETS & REPAIRS	80366	09/30/2022	20.00
	1000-14-14300-513010-00000000-	12838A	SOLE SOURCE 2022 BLANKET KEYS -LOCKSETS & REPAIRS	80366	09/30/2022	40.00
	1000-14-14300-513010-00000000-	12805A	SOLE SOURCE 2022 BLANKET KEYS -LOCKSETS & REPAIRS	80366	09/30/2022	135.00
	1000-14-14300-513010-00000000-	12870A	SOLE SOURCE 2022 BLANKET KEYS -LOCKSETS & REPAIRS	80413	09/30/2022	30.00
	1000-14-14300-513010-00000000-	12919A	2023 BLANKET PO MEDECO KEY SYSTEM & MISC. PARTS	80541	10/06/2022	240.00
	Total Paid by Vendor					**510.00**
BSN SPORTS LLC	1000-30-30200-515340-00000000-	918386181	REPLACE BROKEN PART ON VOLLEYBALL STANDARD BRAHAN	80367	09/30/2022	367.99
	1000-30-30600-515340-00000000-	918198052	REPLACEMENT ITEMS FOR SOCCER AT MERRIMACK	80367	09/30/2022	819.90
	Total Paid by Vendor					**1,187.89**
BUSINESS INTERIORS INC	1000-18-00000-515340-00000000-	41036	OFFICE CHAIR - M. BATTLE 815 WHEELER AVE.	80369	09/30/2022	1,107.54
	Total Paid by Vendor					**1,107.54**
BUTLER ANIMAL HEALTH HOLDING COMPANY LLC	1000-50-00000-515161-00000000-	YF36749	ANIMAL MEDICAL DRUGS BLANKET PO	80376	09/30/2022	370.74
	1000-50-00000-515161-00000000-	YE85004	ANIMAL MEDICAL DRUGS BLANKET PO	80376	09/30/2022	648.60
	1000-50-00000-515161-00000000-	YF17181	ANIMAL MEDICAL DRUGS BLANKET PO	80376	09/30/2022	926.21
	1000-50-00000-515161-00000000-	YF65762	ANIMAL MEDICAL DRUGS BLANKET PO	80376	09/30/2022	2,440.12
	1000-50-00000-515161-00000000-	YG21564	ANIMAL MEDICAL DRUGS BLANKET PO	80648	09/30/2022	720.00
	Total Paid by Vendor					**5,105.67**
C T GARVIN FEED AND SEED	1000-50-00000-515340-00000000-	936694	BLANKET FOR BEDDING PELLETS, PET SUPPLIES	80659	09/30/2022	63.92
	1000-50-00000-515340-00000000-	937039	BLANKET FOR BEDDING PELLETS, PET SUPPLIES	80659	09/30/2022	103.87
	1000-50-00000-515340-00000000-	934700	BLANKET FOR BEDDING PELLETS, PET SUPPLIES	80659	09/30/2022	95.80
	1000-50-00000-515340-00000000-	938285	CREDIT FOR INV# 938285	80659	09/30/2022	(7.91)
	Total Paid by Vendor					**255.68**
CALHOUN COMMUNITY COLLEGE	1000-42-42100-515050-00000000-	64	CADET CLASS 2022 EMS TRAINING	80024	09/26/2022	5,960.00
	Total Paid by Vendor					**5,960.00**
CALIFORNIA STATE DISBURSEMENT UNIT	1000-00-00000-210180-00000000-	283266	Payroll Run 1 - Warrant 221002	80502	10/07/2022	92.30
	Total Paid by Vendor					**92.30**
CAMPBELL PET CO	1000-50-00000-515340-00000000-	0401452-IN	BLANKET FOR COLLARS, LEASHES, PET CARRIERS	80370	09/30/2022	1,334.00
	Total Paid by Vendor					**1,334.00**
CANON USA INC	1000-17-17400-520200-00000000-	R14844580	CANON COPIER FOR HUMAN RESOURCES	80543	09/30/2022	7,940.87
	Total Paid by Vendor					**7,940.87**
CDW GOVERNMENT INC	1000-17-17400-520300-00000000-	CV42985	PUNCH OUT CDW ADOBE WO158881	80371	09/30/2022	652.54
	1000-17-17300-520200-00000000-	CV11616	PUNCH OUT CDW WO 158832	80371	09/30/2022	1,552.66
	1000-17-17300-520200-00000000-	DC44114	PUNCH OUT CDW WO 158832	80546	09/30/2022	(417.90)
	1000-17-17400-520300-00000000-	CS73007	PUNCH OUT CDW SNAG IT WO 158650	80546	09/30/2022	102.00
	1000-41-41110-515340-00000000-	CV15208	PUNCH OUT QUOTE 1C8QZFH CDW FOR NAMACC	80546	09/30/2022	939.48
	1000-17-17400-520300-00000000-	CZ38253	PUNCH OUT CDW WO 158917	80642	09/30/2022	326.27
	Total Paid by Vendor					**3,155.05**
CELLCO PARTNERSHIP	1000-17-17100-515070-00000000-	9916662635	FY22 BLANKET PO VERIZON SERVICES COH BY ITS	80396	09/30/2022	33,786.00
	1000-17-17100-515070-00000000-	9916662636	FY22 BLANKET PO VERIZON SERVICES COH BY ITS	80396	09/30/2022	2,187.94
	1000-17-17100-515070-00000000-	9916662638	FY22 BLANKET PO VERIZON SERVICES COH BY ITS	80396	09/30/2022	13,443.52
	1000-17-17100-515070-00000000-	9916662637	FY22 BLANKET PO VERIZON SERVICES COH BY ITS	80396	09/30/2022	200.05
	Total Paid by Vendor					**49,617.51**
CENTURYLINK	1000-17-17100-515070-00000000-	4155294610922	FY22 BLANKET PO FOR CENTURYLINK PRI LINES	80124	09/30/2022	1,989.24
	1000-17-17100-515070-00000000-	4892213630922	FY22 BLANKET PO CENTURYLINK POTS LINE SERVICE COH	80372	09/30/2022	42.13
	Total Paid by Vendor					**2,031.37**
CHARLES ROBERT CLARK	1000-10-10200-515370-00000000-	293	MAINT ON WEBSITE, BLOG POSTS AND OTHER SOCIAL MEDI	80547	09/30/2022	2,500.00

	Total Paid by Vendor					**2,500.00**
CINTAS	1000-15-15100-515340-00000000-	4131092616	4203 E SCHRIMSHER LN (BLANKET PO)	80373	09/30/2022	251.77
	1000-15-15100-515340-00000000-	4129710568	4203 E SCHRIMSHER LN (BLANKET PO)	80373	09/30/2022	251.77
	1000-15-15100-515340-00000000-	4128350479	4203 E SCHRIMSHER LN (BLANKET PO)	80373	09/30/2022	251.77
	1000-15-15100-515340-00000000-	4131797353	4203 E SCHRIMSHER LN (BLANKET PO)	80373	09/30/2022	251.77
	Total Paid by Vendor					**1,007.08**
CIVICPLUS INC	1000-19-00000-515010-00000000-	235567	CIVICPLUS INV #235567	80548	10/06/2022	500.00
	Total Paid by Vendor					**500.00**
CLOUD & RYAN LLC	1000-43-00000-515043-00000000-	11166096-97	IND DEF SERV FOR 11166096-97	80549	10/06/2022	476.00
	1000-43-00000-515043-00000000-	11139337.39	IND DEF SERV FOR 11139337-39	80549	10/06/2022	595.00
	1000-43-00000-515043-00000000-	11175331-33	IND DEF SERV FOR 11175331-33	80549	10/06/2022	357.00
	Total Paid by Vendor					**1,428.00**
COLE PARMER INSTRUMENT COMPANY LLC	1000-73-73200-515340-00000000-	3264346	AIR MONITORING OPERATING SUPPLIES	80550	09/30/2022	191.88
	Total Paid by Vendor					**191.88**
COLEMAN LANDSCAPE & LAWN CARE INC	1000-52-52100-515370-00000000-	23452	LAWN MAINTENANCE (BLANKET)	80417	09/30/2022	4,158.34
	Total Paid by Vendor					**4,158.34**
COLLEGE COUNTS 529 FUND	1000-00-00000-210310-00000000-	283274	Payroll Run 1 - Warrant 221002	80503	10/07/2022	1,785.00
	Total Paid by Vendor					**1,785.00**
COMCAST OF ALABAMA INC	1000-17-17100-515070-00000000-	83969000115978000922	FY22 BLANKET PO FOR COMCAST CABLE SERVICES COH	80125	09/27/2022	8.97
	1000-17-17100-515070-00000000-	83969000115986910922	FY22 BLANKET PO FOR COMCAST CABLE SERVICES COH	80125	09/27/2022	121.73
	1000-17-17100-515070-00000000-	83969000114784070922	FY22 BLANKET PO FOR COMCAST CABLE SERVICES COH	80125	09/27/2022	55.35
	1000-17-17100-515070-00000000-	83969000101809470922	FY22 BLANKET PO FOR COMCAST CABLE SERVICES COH	80125	09/28/2022	63.15
	1000-17-17100-515070-00000000-	83969000115986830922	FY22 BLANKET PO FOR COMCAST CABLE SERVICES COH	80125	09/28/2022	154.88
	1000-17-17100-515070-00000000-	83969000120079400922	FY22 BLANKET PO FOR COMCAST CABLE SERVICES COH	80125	09/28/2022	21.11
	1000-17-17100-515070-00000000-	83969000116022380922	FY22 BLANKET PO FOR COMCAST CABLE SERVICES COH	80418	10/04/2022	53.82
	1000-17-17100-515070-00000000-	83969000111637770922	FY23 BLANKET PO FOR COMCAST CABLE SERVICES COH	80551	10/06/2022	46.38
	1000-17-17100-515070-00000000-	83969000108001710922	FY23 BLANKET PO FOR COMCAST CABLE SERVICES COH	80551	10/06/2022	26.91
	1000-17-17100-515070-00000000-	83960100100032381022	POP: 09/28-10/27 PO FOR COMCAST CABLE SERVICES COH	80551	10/06/2022	2.01
	1000-17-17100-515070-00000000-	83969000105531011022	FY23 BLANKET PO FOR COMCAST CABLE SERVICES COH	80645	10/11/2022	12.63
	1000-17-17100-515070-00000000-	83969000116016440922	FY23 BLANKET PO FOR COMCAST CABLE SERVICES COH	80645	10/11/2022	12.63
	1000-17-17100-515070-00000000-	83969000100287731022	FY23 BLANKET PO FOR COMCAST CABLE SERVICES COH	80645	10/11/2022	21.05
	Total Paid by Vendor					**600.62**
CORVEL CORPORATION	1000-19-00000-502150-00000000-	092322-HUNT	SUP-LG MED BILL CL# 1223-WC-22-0300035	80420	09/30/2022	5,695.02
	1000-19-00000-502150-00000000-	092722-HUNT	SUP-LG MED BILL CL# 1223-WC-22-0000042	80420	09/30/2022	6,500.00
	1000-19-00000-502150-00000000-	1279905	MONTHLY TPA FEE FOR 9/22	80553	09/30/2022	7,475.00
	1000-19-00000-502150-00000000-	092922-HUNT	REPLENISH ESCROW FOR WORKERS COMP	80107	09/30/2022	40,706.53
	Total Paid by Vendor					**60,376.55**
COWIN EQUIPMENT CO INC	1000-55-55300-513050-00000000-	RSA028100 2	EQUIPMENT RENTAL FOR PWS CONTRUCTION- JOB# 22-119	80128	09/29/2022	8,600.00
	1000-55-55300-513050-00000000-	RSA028100 1	EQUIPMENT RENTAL FOR PWS CONTRUCTION- JOB# 22-119	80128	09/29/2022	8,925.00
	1000-55-55300-513050-00000000-	RSA028100 4	CREDIT MEMO FOR INV# RSA028100 1	80128	09/29/2022	(1,100.00)
	1000-55-55300-513050-00000000-	RSA028100 5	CREDIT MEMO FOR INV# RSA028100 2	80128	09/29/2022	(1,100.00)
	1000-55-55300-513050-00000000-	RSA024927 15	EQUIPMENT RENTAL FOR PWS CONSTRUCTION	80421	09/30/2022	6,600.00
	1000-55-55300-513050-00000000-	RSA026659 9	EQUIPMENT RENTAL FOR PWS CONSTRUCTION	80421	09/30/2022	3,200.00
	1000-55-55300-513050-00000000-	RSA024925 20	EQUIPMENT RENTAL FOR PWS CONSTRUCTION	80421	09/30/2022	9,500.00
	1000-55-55300-513050-00000000-	RSA028100 3	EQUIPMENT RENTAL FOR PWS CONTRUCTION- JOB# 22-119	80421	09/30/2022	325.00
	1000-55-55300-513050-00000000-	RSA027236 7	POP: 09/07-10/04 EQUIP RENTAL FOR PWS CONSTRUCTION	80554	10/10/2022	3,600.00
	1000-55-55300-513050-00000000-	RSA027236 8	EQUIPMENT RENTAL FOR PWS CONSTRUCTION	80554	10/10/2022	325.00
	Total Paid by Vendor					**38,875.00**
CRYSTAL CLEAR KLEANING LLC	1000-14-14310-515370-00000000-	1639	BLANKET PO 2022 JANITORIAL SERVICES	90000245	09/30/2022	990.00
	1000-14-14310-515370-00000000-	1642	BLANKET PO 2022 JANITORIAL SERVICES	90000245	09/30/2022	2,211.00
	1000-14-14310-515370-00000000-	1638	BLANKET PO 2022 JANITORIAL SERVICES	90000245	09/30/2022	360.00
	1000-14-14310-515370-00000000-	1645	BLANKET PO 2022 JANITORIAL SERVICES	90000245	09/30/2022	922.50
	1000-14-14310-515370-00000000-	1641	BLANKET PO 2022 JANITORIAL SERVICES	90000245	09/30/2022	405.00
	1000-14-14310-515370-00000000-	1640	BLANKET PO 2022 JANITORIAL SERVICES	90000245	09/30/2022	90.00
	1000-14-14310-515370-00000000-	1643	BLANKET PO 2022 JANITORIAL SERVICES	90000245	09/30/2022	45.00
	1000-14-14310-515370-00000000-	1644	POP: 09/01-09/30 BLANKET PO 22 JANITORIAL SERVICES	90000245	09/30/2022	45.00
	1000-14-14310-515370-00000000-	1647	2022 BLANKET JANITORIAL SERVICES	90000245	09/30/2022	144,068.42
	Total Paid by Vendor					**149,136.92**
DANIEL COLE	1000-14-14300-513010-00000000-	13140	2022 BLANKET ICE MAKER REPAIRS	80374	09/30/2022	222.70
	1000-14-14300-513010-00000000-	13141	2022 BLANKET ICE MAKER REPAIRS	80374	09/30/2022	212.50
	1000-14-14300-513010-00000000-	13135	2022 BLANKET ICE MAKER REPAIRS	80374	09/30/2022	353.10
	1000-14-14300-513010-00000000-	13145	2022 BLANKET ICE MAKER REPAIRS	80644	09/30/2022	222.70
	1000-14-14300-513010-00000000-	13144	2022 BLANKET ICE MAKER REPAIRS	80644	09/30/2022	180.20
	Total Paid by Vendor					**1,191.20**
DCSC LLC	1000-14-14300-515460-00000000-	102022	2023 BLANKET PO 2227 DRAKE AVE. SUITE 26 LEASE	80423	10/04/2022	4,585.00
	Total Paid by Vendor					**4,585.00**
DEBRA KIZER CIRCUIT CLERK CV CASES	1000-00-00000-210180-00000000-	283277	Payroll Run 1 - Warrant 221002	80508	10/07/2022	420.11
	Total Paid by Vendor					**420.11**
DELL MARKETING LP	1000-17-17400-520200-00000000-	10618063910	QUOTE 3000130099773.1 CONTRACT NCPA 0142	80379	09/30/2022	1,648.75
	1000-74-74100-520200-PN200003-00003	10616968780	QUOTE 3000131294843.1 DELL PLANNING LAPTOP	80379	09/30/2022	1,639.13

	Total Paid by Vendor					**3,287.88**
DELTA DENTAL INSURANCE CO	1000-00-00000-210240-00000000-	BE005145187	01-0680100002 9/10/22 TO 10/07/22	90000228	09/26/2022	117,475.77
	Total Paid by Vendor					**117,475.77**
DIRECT COMMUNICATIONS INC	1000-19-00000-515370-00000000-	100122	POP: 1/1/22-12/31/22 GOV AFF RET 10/22	80556	10/10/2022	14,000.00
	Total Paid by Vendor					**14,000.00**
DISTRICT COURT OF MADISON COUNTY	1000-00-00000-210180-00000000-	283276	Payroll Run 1 - Warrant 221002	80507	10/07/2022	311.50
	Total Paid by Vendor					**311.50**
DORIC OF TENNESSEE INC	1000-51-00000-515340-00000000-	97016	(BLANKET) LAWN CRYPT OPENING/CLOSING AT MH	80380	09/30/2022	425.00
	1000-51-00000-515340-00000000-	96806	(BLANKET) LAWN CRYPT OPENING/CLOSING AT MH	80380	09/30/2022	425.00
	1000-51-00000-515340-00000000-	96762	(BLANKET) LAWN CRYPT OPENING/CLOSING AT MH	80380	09/30/2022	425.00
	1000-51-00000-515340-00000000-	96530	(BLANKET) LAWN CRYPT OPENING/CLOSING AT MH	80380	09/30/2022	425.00
	Total Paid by Vendor					**1,700.00**
DRAKE & HARLAN PROPERTIES INC	1000-14-14300-515460-00000000-	102022	2023 BLANKET PO WAREHOUSE LEASE 12TH AVENUE	80424	10/04/2022	2,583.75
	Total Paid by Vendor					**2,583.75**
DUNCAN PARKING TECH	1000-17-17100-515250-00000000-	DPT044379	SOLE SOURCE DUNCAN SW MTCE. FOR PARKING 2022-23	80425	10/05/2022	12,000.00
	1000-17-17100-515250-00000000-	DPT044380	FY23 BLANKET PO SOLE SOURCE DUNCAN LPR FOR PARKIN	80425	10/05/2022	936.00
	Total Paid by Vendor					**12,936.00**
DUTCH OIL COMPANY INC	1000-00-00000-610039-00000000-	CFN-16621	FUELING TRANS DATED 091422	90000229	09/26/2022	67.55
	1000-12-12100-514010-00000000-	CFN-16621	FUELING TRANS DATED 091422	90000229	09/26/2022	36.24
	1000-14-14100-514010-00000000-	CFN-16621	FUELING TRANS DATED 091422	90000229	09/26/2022	311.60
	1000-30-30100-514010-00000000-	CFN-16621	FUELING TRANS DATED 091422	90000229	09/26/2022	25.70
	1000-41-41100-514010-00000000-	CFN-16621	FUELING TRANS DATED 091422	90000229	09/26/2022	32.26
	1000-41-41100-514010-00000000-	CFN-16621	FUELING TRANS DATED 091422	90000229	09/26/2022	42.10
	1000-41-41100-514010-00000000-	CFN-16621	FUELING TRANS DATED 091422	90000229	09/26/2022	235.98
	1000-41-41100-514010-00000000-	CFN-16621	FUELING TRANS DATED 091422	90000229	09/26/2022	415.42
	1000-41-41100-514010-00000000-	CFN-16621	FUELING TRANS DATED 091422	90000229	09/26/2022	3,500.79
	1000-42-42100-514010-00000000-	CFN-16621	FUELING TRANS DATED 091422	90000229	09/26/2022	104.73
	1000-42-42100-514010-00000000-	CFN-16621	FUELING TRANS DATED 091422	90000229	09/26/2022	959.22
	1000-50-00000-514010-00000000-	CFN-16621	FUELING TRANS DATED 091422	90000229	09/26/2022	173.67
	1000-52-52100-514010-00000000-	CFN-16621	FUELING TRANS DATED 091422	90000229	09/26/2022	34.56
	1000-52-52100-514010-00000000-	CFN-16621	FUELING TRANS DATED 091422	90000229	09/26/2022	38.57
	1000-52-52100-514010-00000000-	CFN-16621	FUELING TRANS DATED 091422	90000229	09/26/2022	60.72
	1000-52-52100-514010-00000000-	CFN-16621	FUELING TRANS DATED 091422	90000229	09/26/2022	68.10
	1000-52-52100-514010-00000000-	CFN-16621	FUELING TRANS DATED 091422	90000229	09/26/2022	79.83
	1000-52-52100-514010-00000000-	CFN-16621	FUELING TRANS DATED 091422	90000229	09/26/2022	122.21
	1000-52-52100-514010-00000000-	CFN-16621	FUELING TRANS DATED 091422	90000229	09/26/2022	276.51
	1000-52-52100-514010-00000000-	CFN-16621	FUELING TRANS DATED 091422	90000229	09/26/2022	362.59
	1000-52-52100-514010-00000000-	CFN-16621	FUELING TRANS DATED 091422	90000229	09/26/2022	393.49
	1000-52-52100-514010-00000000-	CFN-16621	FUELING TRANS DATED 091422	90000229	09/26/2022	536.42
	1000-53-53400-514010-00000000-	CFN-16621	FUELING TRANS DATED 091422	90000229	09/26/2022	51.40
	1000-53-53500-514010-00000000-	CFN-16621	FUELING TRANS DATED 091422	90000229	09/26/2022	84.51
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	1000-55-55400-514010-00000000-	CFN-16621	FUELING TRANS DATED 091422	90000229	09/26/2022	686.44
	1000-70-70200-514010-00000000-	CFN-16621	FUELING TRANS DATED 091422	90000229	09/26/2022	52.31
	1000-71-71100-514010-00000000-	CFN-16621	FUELING TRANS DATED 091422	90000229	09/26/2022	63.15
	1000-71-71100-514010-00000000-	CFN-16621	FUELING TRANS DATED 091422	90000229	09/26/2022	74.12
	1000-74-74100-514010-00000000-	CFN-16621	FUELING TRANS DATED 091422	90000229	09/26/2022	28.73
	1000-75-75100-514010-00000000-	CFN-16621	FUELING TRANS DATED 091422	90000229	09/26/2022	239.76
	1000-75-75100-514010-00000000-	CFN-16621	FUELING TRANS DATED 091422	90000229	09/26/2022	241.67
	1000-72-00000-514010-00000000-	CFN-16621	FUELING TRANS DATED 091422	90000229	09/26/2022	185.15
	1000-00-00000-610039-00000000-	CFN-16637	FUELING TRANS DATED 091522	90000229	09/26/2022	34.57
	1000-14-14100-514010-00000000-	CFN-16637	FUELING TRANS DATED 091522	90000229	09/26/2022	195.70
	1000-15-15100-514010-00000000-	CFN-16637	FUELING TRANS DATED 091522	90000229	09/26/2022	189.23
	1000-17-17100-514010-00000000-	CFN-16637	FUELING TRANS DATED 091522	90000229	09/26/2022	81.10
	1000-30-30100-514010-00000000-	CFN-16637	FUELING TRANS DATED 091522	90000229	09/26/2022	26.20
	1000-30-30100-514010-00000000-	CFN-16637	FUELING TRANS DATED 091522	90000229	09/26/2022	27.87
	1000-30-30100-514010-00000000-	CFN-16637	FUELING TRANS DATED 091522	90000229	09/26/2022	33.44
	1000-41-41100-514010-00000000-	CFN-16637	FUELING TRANS DATED 091522	90000229	09/26/2022	54.92
	1000-41-41100-514010-00000000-	CFN-16637	FUELING TRANS DATED 091522	90000229	09/26/2022	396.67
	1000-41-41100-514010-00000000-	CFN-16637	FUELING TRANS DATED 091522	90000229	09/26/2022	510.27
	1000-41-41100-514010-00000000-	CFN-16637	FUELING TRANS DATED 091522	90000229	09/26/2022	4,250.24
	1000-42-42100-514010-00000000-	CFN-16637	FUELING TRANS DATED 091522	90000229	09/26/2022	12.27
	1000-42-42100-514010-00000000-	CFN-16637	FUELING TRANS DATED 091522	90000229	09/26/2022	122.63
	1000-42-42100-514010-00000000-	CFN-16637	FUELING TRANS DATED 091522	90000229	09/26/2022	1,149.58
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	1000-52-52100-514010-00000000-	CFN-16637	FUELING TRANS DATED 091522	90000229	09/26/2022	26.49
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	1000-52-52100-514010-00000000-	CFN-16637	FUELING TRANS DATED 091522	90000229	09/26/2022	39.02
	1000-52-52100-514010-00000000-	CFN-16637	FUELING TRANS DATED 091522	90000229	09/26/2022	153.02
	1000-52-52100-514010-00000000-	CFN-16637	FUELING TRANS DATED 091522	90000229	09/26/2022	158.03

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1000-71-71100-514010-00000000-	CFN-16637	FUELING TRANS DATED 091522	90000229	09/26/2022	34.00
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1000-52-52100-514010-00000000-	CFN-16862	FUELING TRANS DATED 092022	90000229	09/26/2022	26.76
1000-52-52100-514010-00000000-	CFN-16862	FUELING TRANS DATED 092022	90000229	09/26/2022	27.01
1000-52-52100-514010-00000000-	CFN-16862	FUELING TRANS DATED 092022	90000229	09/26/2022	34.16
1000-52-52100-514010-00000000-	CFN-16862	FUELING TRANS DATED 092022	90000229	09/26/2022	53.89
1000-52-52100-514010-00000000-	CFN-16862	FUELING TRANS DATED 092022	90000229	09/26/2022	78.31
1000-52-52100-514010-00000000-	CFN-16862	FUELING TRANS DATED 092022	90000229	09/26/2022	92.37
1000-52-52100-514010-00000000-	CFN-16862	FUELING TRANS DATED 092022	90000229	09/26/2022	244.17
1000-52-52100-514010-00000000-	CFN-16862	FUELING TRANS DATED 092022	90000229	09/26/2022	292.53
1000-52-52100-514010-00000000-	CFN-16862	FUELING TRANS DATED 092022	90000229	09/26/2022	578.26
1000-52-52100-514010-00000000-	CFN-16862	FUELING TRANS DATED 092022	90000229	09/26/2022	626.47
1000-52-52100-514010-00000000-	CFN-16862	FUELING TRANS DATED 092022	90000229	09/26/2022	720.90
1000-53-53200-514010-00000000-	CFN-16862	FUELING TRANS DATED 092022	90000229	09/26/2022	48.60
1000-53-53400-514010-00000000-	CFN-16862	FUELING TRANS DATED 092022	90000229	09/26/2022	61.74
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1000-55-55300-514010-00000000-	CFN-16862	FUELING TRANS DATED 092022	90000229	09/26/2022	1,132.95
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1000-70-70200-514010-00000000-	CFN-16862	FUELING TRANS DATED 092022	90000229	09/26/2022	252.76
1000-71-71100-514010-00000000-	CFN-16862	FUELING TRANS DATED 092022	90000229	09/26/2022	30.79
1000-71-71100-514010-00000000-	CFN-16862	FUELING TRANS DATED 092022	90000229	09/26/2022	55.37
1000-73-73100-514010-00000000-	CFN-16862	FUELING TRANS DATED 092022	90000229	09/26/2022	51.59
1000-74-74100-514010-00000000-	CFN-16862	FUELING TRANS DATED 092022	90000229	09/26/2022	37.81
1000-74-74100-514010-00000000-	CFN-16862	FUELING TRANS DATED 092022	90000229	09/26/2022	47.54
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1000-75-75100-514010-00000000-	CFN-16862	FUELING TRANS DATED 092022	90000229	09/26/2022	148.01
1000-51-00000-514010-00000000-	CFN-16862	FUELING TRANS DATED 092022	90000229	09/26/2022	135.57
1000-72-00000-514010-00000000-	CFN-16862	FUELING TRANS DATED 092022	90000229	09/26/2022	401.06
1000-00-00000-610039-00000000-	CFN-16885	FUELING TRANS DATED 092122	90000236	09/28/2022	35.05
1000-14-14100-514010-00000000-	CFN-16885	FUELING TRANS DATED 092122	90000236	09/28/2022	342.29
1000-17-17100-514010-00000000-	CFN-16885	FUELING TRANS DATED 092122	90000236	09/28/2022	27.23
1000-30-30100-514010-00000000-	CFN-16885	FUELING TRANS DATED 092122	90000236	09/28/2022	40.47

1000-30-30100-514010-00000000-	CFN-16885	FUELING TRANS DATED 092122	90000236	09/28/2022	58.52
1000-41-41100-514010-00000000-	CFN-16885	FUELING TRANS DATED 092122	90000236	09/28/2022	114.07
1000-41-41100-514010-00000000-	CFN-16885	FUELING TRANS DATED 092122	90000236	09/28/2022	349.72
1000-41-41100-514010-00000000-	CFN-16885	FUELING TRANS DATED 092122	90000236	09/28/2022	450.04
1000-41-41100-514010-00000000-	CFN-16885	FUELING TRANS DATED 092122	90000236	09/28/2022	4,142.22
1000-42-42100-514010-00000000-	CFN-16885	FUELING TRANS DATED 092122	90000236	09/28/2022	59.32
1000-42-42100-514010-00000000-	CFN-16885	FUELING TRANS DATED 092122	90000236	09/28/2022	958.84
1000-50-00000-514010-00000000-	CFN-16885	FUELING TRANS DATED 092122	90000236	09/28/2022	92.75
1000-52-52100-514010-00000000-	CFN-16885	FUELING TRANS DATED 092122	90000236	09/28/2022	21.57
1000-52-52100-514010-00000000-	CFN-16885	FUELING TRANS DATED 092122	90000236	09/28/2022	47.20
1000-52-52100-514010-00000000-	CFN-16885	FUELING TRANS DATED 092122	90000236	09/28/2022	118.36
1000-52-52100-514010-00000000-	CFN-16885	FUELING TRANS DATED 092122	90000236	09/28/2022	174.55
1000-52-52100-514010-00000000-	CFN-16885	FUELING TRANS DATED 092122	90000236	09/28/2022	238.54
1000-52-52100-514010-00000000-	CFN-16885	FUELING TRANS DATED 092122	90000236	09/28/2022	282.31
1000-52-52100-514010-00000000-	CFN-16885	FUELING TRANS DATED 092122	90000236	09/28/2022	418.82
1000-52-52100-514010-00000000-	CFN-16885	FUELING TRANS DATED 092122	90000236	09/28/2022	536.11
1000-52-52100-514010-00000000-	CFN-16885	FUELING TRANS DATED 092122	90000236	09/28/2022	780.37
1000-53-53200-514010-00000000-	CFN-16885	FUELING TRANS DATED 092122	90000236	09/28/2022	92.19
1000-53-53400-514010-00000000-	CFN-16885	FUELING TRANS DATED 092122	90000236	09/28/2022	19.15
1000-55-55100-514010-00000000-	CFN-16885	FUELING TRANS DATED 092122	90000236	09/28/2022	59.58
1000-55-55100-514010-00000000-	CFN-16885	FUELING TRANS DATED 092122	90000236	09/28/2022	111.10
1000-55-55300-514010-00000000-	CFN-16885	FUELING TRANS DATED 092122	90000236	09/28/2022	1,276.21
1000-55-55400-514010-00000000-	CFN-16885	FUELING TRANS DATED 092122	90000236	09/28/2022	647.27
1000-70-70200-514010-00000000-	CFN-16885	FUELING TRANS DATED 092122	90000236	09/28/2022	56.62
1000-71-71100-514010-00000000-	CFN-16885	FUELING TRANS DATED 092122	90000236	09/28/2022	95.60
1000-71-71100-514010-00000000-	CFN-16885	FUELING TRANS DATED 092122	90000236	09/28/2022	135.34
1000-75-75100-514010-00000000-	CFN-16885	FUELING TRANS DATED 092122	90000236	09/28/2022	35.05
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1000-72-00000-514010-00000000-	CFN-16885	FUELING TRANS DATED 092122	90000236	09/28/2022	38.82
1000-14-14100-514010-00000000-	CFN-16900	FUELING TRANS DATED 092222	90000236	09/28/2022	318.62
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1000-41-41100-514010-00000000-	CFN-16900	FUELING TRANS DATED 092222	90000236	09/28/2022	83.53
1000-41-41100-514010-00000000-	CFN-16900	FUELING TRANS DATED 092222	90000236	09/28/2022	244.55
1000-41-41100-514010-00000000-	CFN-16900	FUELING TRANS DATED 092222	90000236	09/28/2022	355.70
1000-41-41100-514010-00000000-	CFN-16900	FUELING TRANS DATED 092222	90000236	09/28/2022	4,433.80
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1000-42-42100-514010-00000000-	CFN-16900	FUELING TRANS DATED 092222	90000236	09/28/2022	78.66
1000-42-42100-514010-00000000-	CFN-16900	FUELING TRANS DATED 092222	90000236	09/28/2022	961.58
1000-50-00000-514010-00000000-	CFN-16900	FUELING TRANS DATED 092222	90000236	09/28/2022	159.74
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1000-52-52100-514010-00000000-	CFN-16900	FUELING TRANS DATED 092222	90000236	09/28/2022	75.39
1000-52-52100-514010-00000000-	CFN-16900	FUELING TRANS DATED 092222	90000236	09/28/2022	89.99
1000-52-52100-514010-00000000-	CFN-16900	FUELING TRANS DATED 092222	90000236	09/28/2022	93.86
1000-52-52100-514010-00000000-	CFN-16900	FUELING TRANS DATED 092222	90000236	09/28/2022	139.40
1000-52-52100-514010-00000000-	CFN-16900	FUELING TRANS DATED 092222	90000236	09/28/2022	152.89
1000-52-52100-514010-00000000-	CFN-16900	FUELING TRANS DATED 092222	90000236	09/28/2022	235.13
1000-52-52100-514010-00000000-	CFN-16900	FUELING TRANS DATED 092222	90000236	09/28/2022	383.37
1000-52-52100-514010-00000000-	CFN-16900	FUELING TRANS DATED 092222	90000236	09/28/2022	836.36
1000-53-53200-514010-00000000-	CFN-16900	FUELING TRANS DATED 092222	90000236	09/28/2022	85.97
1000-53-53400-514010-00000000-	CFN-16900	FUELING TRANS DATED 092222	90000236	09/28/2022	67.25
1000-53-53500-514010-00000000-	CFN-16900	FUELING TRANS DATED 092222	90000236	09/28/2022	218.28
1000-55-55100-514010-00000000-	CFN-16900	FUELING TRANS DATED 092222	90000236	09/28/2022	76.02
1000-55-55300-514010-00000000-	CFN-16900	FUELING TRANS DATED 092222	90000236	09/28/2022	604.87
1000-55-55400-514010-00000000-	CFN-16900	FUELING TRANS DATED 092222	90000236	09/28/2022	1,142.17
1000-70-70200-514010-00000000-	CFN-16900	FUELING TRANS DATED 092222	90000236	09/28/2022	62.16
1000-71-71100-514010-00000000-	CFN-16900	FUELING TRANS DATED 092222	90000236	09/28/2022	90.31
1000-74-74100-514010-00000000-	CFN-16900	FUELING TRANS DATED 092222	90000236	09/28/2022	38.97
1000-75-75100-514010-00000000-	CFN-16900	FUELING TRANS DATED 092222	90000236	09/28/2022	178.43
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1000-12-12100-514010-00000000-	CFN-16916	FUELING TRANS DATED 092322	90000236	09/28/2022	28.67
1000-14-14100-514010-00000000-	CFN-16916	FUELING TRANS DATED 092322	90000236	09/28/2022	207.28
1000-15-15100-514010-00000000-	CFN-16916	FUELING TRANS DATED 092322	90000236	09/28/2022	42.48
1000-30-30100-514010-00000000-	CFN-16916	FUELING TRANS DATED 092322	90000236	09/28/2022	43.01
1000-30-30100-514010-00000000-	CFN-16916	FUELING TRANS DATED 092322	90000236	09/28/2022	82.26
1000-41-41100-514010-00000000-	CFN-16916	FUELING TRANS DATED 092322	90000236	09/28/2022	39.16
1000-41-41100-514010-00000000-	CFN-16916	FUELING TRANS DATED 092322	90000236	09/28/2022	40.86
1000-41-41100-514010-00000000-	CFN-16916	FUELING TRANS DATED 092322	90000236	09/28/2022	126.36
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1000-42-42100-514010-00000000-	CFN-16916	FUELING TRANS DATED 092322	90000236	09/28/2022	54.12
1000-42-42100-514010-00000000-	CFN-16916	FUELING TRANS DATED 092322	90000236	09/28/2022	827.36
1000-50-00000-514010-00000000-	CFN-16916	FUELING TRANS DATED 092322	90000236	09/28/2022	83.89
1000-52-52100-514010-00000000-	CFN-16916	FUELING TRANS DATED 092322	90000236	09/28/2022	54.39
1000-52-52100-514010-00000000-	CFN-16916	FUELING TRANS DATED 092322	90000236	09/28/2022	54.93
1000-52-52100-514010-00000000-	CFN-16916	FUELING TRANS DATED 092322	90000236	09/28/2022	161.98
1000-52-52100-514010-00000000-	CFN-16916	FUELING TRANS DATED 092322	90000236	09/28/2022	167.33
1000-52-52100-514010-00000000-	CFN-16916	FUELING TRANS DATED 092322	90000236	09/28/2022	185.91
1000-52-52100-514010-00000000-	CFN-16916	FUELING TRANS DATED 092322	90000236	09/28/2022	312.86
1000-52-52100-514010-00000000-	CFN-16916	FUELING TRANS DATED 092322	90000236	09/28/2022	478.36
1000-53-53200-514010-00000000-	CFN-16916	FUELING TRANS DATED 092322	90000236	09/28/2022	49.25
1000-53-53400-514010-00000000-	CFN-16916	FUELING TRANS DATED 092322	90000236	09/28/2022	106.44
1000-55-55400-514010-00000000-	CFN-16916	FUELING TRANS DATED 092322	90000236	09/28/2022	171.62
1000-70-70200-514010-00000000-	CFN-16916	FUELING TRANS DATED 092322	90000236	09/28/2022	188.47
1000-71-71100-514010-00000000-	CFN-16916	FUELING TRANS DATED 092322	90000236	09/28/2022	48.71
1000-71-71100-514010-00000000-	CFN-16916	FUELING TRANS DATED 092322	90000236	09/28/2022	99.66
1000-74-74100-514010-00000000-	CFN-16916	FUELING TRANS DATED 092322	90000236	09/28/2022	94.70
1000-75-75100-514010-00000000-	CFN-16916	FUELING TRANS DATED 092322	90000236	09/28/2022	124.48
1000-75-75100-514010-00000000-	CFN-16916	FUELING TRANS DATED 092322	90000236	09/28/2022	211.23
1000-51-00000-514010-00000000-	CFN-16916	FUELING TRANS DATED 092322	90000236	09/28/2022	45.73
1000-72-00000-514010-00000000-	CFN-16916	FUELING TRANS DATED 092322	90000236	09/28/2022	298.64
1000-30-30100-514010-00000000-	CFN-16946	FUELING TRANS DATED 092422	90000236	09/28/2022	85.34
1000-41-41100-514010-00000000-	CFN-16946	FUELING TRANS DATED 092422	90000236	09/28/2022	90.25
1000-41-41100-514010-00000000-	CFN-16946	FUELING TRANS DATED 092422	90000236	09/28/2022	154.18
1000-41-41100-514010-00000000-	CFN-16946	FUELING TRANS DATED 092422	90000236	09/28/2022	3,202.16
1000-42-42100-514010-00000000-	CFN-16946	FUELING TRANS DATED 092422	90000236	09/28/2022	39.17
1000-42-42100-514010-00000000-	CFN-16946	FUELING TRANS DATED 092422	90000236	09/28/2022	395.54
1000-50-00000-514010-00000000-	CFN-16946	FUELING TRANS DATED 092422	90000236	09/28/2022	74.19
1000-53-53400-514010-00000000-	CFN-16946	FUELING TRANS DATED 092422	90000236	09/28/2022	42.03
1000-41-41100-514010-00000000-	CFN-16953	FUELING TRANS DATED 092522	90000236	09/28/2022	36.32
1000-41-41100-514010-00000000-	CFN-16953	FUELING TRANS DATED 092522	90000236	09/28/2022	227.18
1000-41-41100-514010-00000000-	CFN-16953	FUELING TRANS DATED 092522	90000236	09/28/2022	2,923.17
1000-42-42100-514010-00000000-	CFN-16953	FUELING TRANS DATED 092522	90000236	09/28/2022	452.61
1000-52-52100-514010-00000000-	CFN-16953	FUELING TRANS DATED 092522	90000236	09/28/2022	38.91
1000-52-52100-514010-00000000-	CFN-16953	FUELING TRANS DATED 092522	90000236	09/28/2022	40.73
1000-53-53200-514010-00000000-	CFN-16953	FUELING TRANS DATED 092522	90000236	09/28/2022	37.61
1000-55-55400-514010-00000000-	CFN-16953	FUELING TRANS DATED 092522	90000236	09/28/2022	28.14
1000-14-14100-514010-00000000-	CFN-16958	FUELING TRANS DATED 092622	90000236	09/28/2022	394.68
1000-30-30100-514010-00000000-	CFN-16958	FUELING TRANS DATED 092622	90000236	09/28/2022	31.13
1000-30-30100-514010-00000000-	CFN-16958	FUELING TRANS DATED 092622	90000236	09/28/2022	32.41
1000-41-41100-514010-00000000-	CFN-16958	FUELING TRANS DATED 092622	90000236	09/28/2022	37.61
1000-41-41100-514010-00000000-	CFN-16958	FUELING TRANS DATED 092622	90000236	09/28/2022	241.73
1000-41-41100-514010-00000000-	CFN-16958	FUELING TRANS DATED 092622	90000236	09/28/2022	281.72
1000-41-41100-514010-00000000-	CFN-16958	FUELING TRANS DATED 092622	90000236	09/28/2022	3,769.72
1000-42-42100-514010-00000000-	CFN-16958	FUELING TRANS DATED 092622	90000236	09/28/2022	51.88
1000-42-42100-514010-00000000-	CFN-16958	FUELING TRANS DATED 092622	90000236	09/28/2022	138.78
1000-42-42100-514010-00000000-	CFN-16958	FUELING TRANS DATED 092622	90000236	09/28/2022	762.08
1000-50-00000-514010-00000000-	CFN-16958	FUELING TRANS DATED 092622	90000236	09/28/2022	227.50
1000-52-52100-514010-00000000-	CFN-16958	FUELING TRANS DATED 092622	90000236	09/28/2022	54.47
1000-52-52100-514010-00000000-	CFN-16958	FUELING TRANS DATED 092622	90000236	09/28/2022	70.30
1000-52-52100-514010-00000000-	CFN-16958	FUELING TRANS DATED 092622	90000236	09/28/2022	99.64
1000-52-52100-514010-00000000-	CFN-16958	FUELING TRANS DATED 092622	90000236	09/28/2022	117.52
1000-52-52100-514010-00000000-	CFN-16958	FUELING TRANS DATED 092622	90000236	09/28/2022	320.95
1000-52-52100-514010-00000000-	CFN-16958	FUELING TRANS DATED 092622	90000236	09/28/2022	712.87
1000-53-53200-514010-00000000-	CFN-16958	FUELING TRANS DATED 092622	90000236	09/28/2022	89.49
1000-53-53400-514010-00000000-	CFN-16958	FUELING TRANS DATED 092622	90000236	09/28/2022	42.03
1000-53-53500-514010-00000000-	CFN-16958	FUELING TRANS DATED 092622	90000236	09/28/2022	130.57
1000-55-55100-514010-00000000-	CFN-16958	FUELING TRANS DATED 092622	90000236	09/28/2022	58.88
1000-55-55300-514010-00000000-	CFN-16958	FUELING TRANS DATED 092622	90000236	09/28/2022	626.39
1000-55-55400-514010-00000000-	CFN-16958	FUELING TRANS DATED 092622	90000236	09/28/2022	908.93
1000-70-70200-514010-00000000-	CFN-16958	FUELING TRANS DATED 092622	90000236	09/28/2022	28.82
1000-71-71100-514010-00000000-	CFN-16958	FUELING TRANS DATED 092622	90000236	09/28/2022	50.32
1000-71-71100-514010-00000000-	CFN-16958	FUELING TRANS DATED 092622	90000236	09/28/2022	83.94
1000-75-75100-514010-00000000-	CFN-16958	FUELING TRANS DATED 092622	90000236	09/28/2022	112.31
1000-75-75100-514010-00000000-	CFN-16958	FUELING TRANS DATED 092622	90000236	09/28/2022	342.79
1000-51-00000-514010-00000000-	CFN-16958	FUELING TRANS DATED 092622	90000236	09/28/2022	45.90
1000-72-00000-514010-00000000-	CFN-16958	FUELING TRANS DATED 092622	90000236	09/28/2022	152.52
1000-14-14100-514010-00000000-	CFN-16974	FUELING TRANS DATED 092722	90000236	09/30/2022	210.66
1000-30-30100-514010-00000000-	CFN-16974	FUELING TRANS DATED 092722	90000236	09/30/2022	35.54
1000-30-30100-514010-00000000-	CFN-16974	FUELING TRANS DATED 092722	90000236	09/30/2022	40.21

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1000-42-42100-514010-00000000-	CFN-16974	FUELING TRANS DATED 092722	90000236	09/30/2022	122.97
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1000-30-30100-514010-00000000-	CFN-16989	FUELING TRANS DATED 092822	90000243	09/28/2022	37.83
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1000-30-30100-514010-00000000-	CFN-16989	FUELING TRANS DATED 092822	90000243	09/28/2022	79.38
1000-41-41100-514010-00000000-	CFN-16989	FUELING TRANS DATED 092822	90000243	09/28/2022	20.78
1000-41-41100-514010-00000000-	CFN-16989	FUELING TRANS DATED 092822	90000243	09/28/2022	85.51
1000-41-41100-514010-00000000-	CFN-16989	FUELING TRANS DATED 092822	90000243	09/28/2022	263.42
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1000-52-52100-514010-00000000-	CFN-16989	FUELING TRANS DATED 092822	90000243	09/28/2022	277.31
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1000-52-52100-514010-00000000-	CFN-16989	FUELING TRANS DATED 092822	90000243	09/28/2022	507.36
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1000-53-53400-514010-00000000-	CFN-16989	FUELING TRANS DATED 092822	90000243	09/28/2022	20.41
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1000-55-55300-514010-00000000-	CFN-16989	FUELING TRANS DATED 092822	90000243	09/28/2022	963.51
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1000-14-14100-514010-00000000-	CFN-17004	FUELING TRANS DATED 092922	90000243	09/29/2022	173.58
1000-15-15100-514010-00000000-	CFN-17004	FUELING TRANS DATED 092922	90000243	09/29/2022	24.15
1000-15-15100-514010-00000000-	CFN-17004	FUELING TRANS DATED 092922	90000243	09/29/2022	24.96
1000-15-15100-514010-00000000-	CFN-17004	FUELING TRANS DATED 092922	90000243	09/29/2022	64.63
1000-15-15100-514010-00000000-	CFN-17004	FUELING TRANS DATED 092922	90000243	09/29/2022	99.84
1000-15-15100-514010-00000000-	CFN-17004	FUELING TRANS DATED 092922	90000243	09/29/2022	128.13
1000-15-15100-514010-00000000-	CFN-17004	FUELING TRANS DATED 092922	90000243	09/29/2022	218.92
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1000-42-42100-514010-00000000-	CFN-17004	FUELING TRANS DATED 092922	90000243	09/29/2022	116.96
1000-42-42100-514010-00000000-	CFN-17004	FUELING TRANS DATED 092922	90000243	09/29/2022	612.31
1000-50-00000-514010-00000000-	CFN-17004	FUELING TRANS DATED 092922	90000243	09/29/2022	268.21
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1000-73-73100-514010-00000000-	CFN-17004	FUELING TRANS DATED 092922	90000243	09/29/2022	50.19
1000-74-74100-514010-00000000-	CFN-17004	FUELING TRANS DATED 092922	90000243	09/29/2022	36.63
1000-75-75100-514010-00000000-	CFN-17004	FUELING TRANS DATED 092922	90000243	09/29/2022	37.98
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1000-55-55400-514010-00000000-	INV-190461	FY22 FUEL BLANKET--MAINTENANCE	90000243	09/30/2022	5,433.92
1000-55-55400-514010-00000000-	INV-190463	FY22 FUEL BLANKET--MAINTENANCE	90000243	09/30/2022	987.24
1000-00-00000-610039-00000000-	CFN-17024	FUELING TRANS DATED 093022	90000246	09/30/2022	25.56
1000-12-12100-514010-00000000-	CFN-17024	FUELING TRANS DATED 093022	90000246	09/30/2022	27.93
1000-14-14100-514010-00000000-	CFN-17024	FUELING TRANS DATED 093022	90000246	09/30/2022	35.99
1000-15-15100-514010-00000000-	CFN-17024	FUELING TRANS DATED 093022	90000246	09/30/2022	36.36
1000-15-15100-514010-00000000-	CFN-17024	FUELING TRANS DATED 093022	90000246	09/30/2022	63.50
1000-15-15100-514010-00000000-	CFN-17024	FUELING TRANS DATED 093022	90000246	09/30/2022	68.51
1000-15-15100-514010-00000000-	CFN-17024	FUELING TRANS DATED 093022	90000246	09/30/2022	74.42
1000-15-15100-514010-00000000-	CFN-17024	FUELING TRANS DATED 093022	90000246	09/30/2022	99.08
1000-30-30100-514010-00000000-	CFN-17024	FUELING TRANS DATED 093022	90000246	09/30/2022	27.67
1000-30-30100-514010-00000000-	CFN-17024	FUELING TRANS DATED 093022	90000246	09/30/2022	35.84
1000-30-30100-514010-00000000-	CFN-17024	FUELING TRANS DATED 093022	90000246	09/30/2022	641.16
1000-41-41100-514010-00000000-	CFN-17024	FUELING TRANS DATED 093022	90000246	09/30/2022	39.68
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1000-42-42100-514010-00000000-	CFN-17024	FUELING TRANS DATED 093022	90000246	09/30/2022	61.10
1000-42-42100-514010-00000000-	CFN-17024	FUELING TRANS DATED 093022	90000246	09/30/2022	805.93
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1000-53-53200-514010-00000000-	CFN-17024	FUELING TRANS DATED 093022	90000246	09/30/2022	37.42
1000-53-53400-514010-00000000-	CFN-17024	FUELING TRANS DATED 093022	90000246	09/30/2022	42.18
1000-53-53400-514010-00000000-	CFN-17024	FUELING TRANS DATED 093022	90000246	09/30/2022	51.12
1000-55-55100-514010-00000000-	CFN-17024	FUELING TRANS DATED 093022	90000246	09/30/2022	40.84
1000-55-55300-514010-00000000-	CFN-17024	FUELING TRANS DATED 093022	90000246	09/30/2022	56.65
1000-55-55400-514010-00000000-	CFN-17024	FUELING TRANS DATED 093022	90000246	09/30/2022	318.01
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1000-71-71100-514010-00000000-	CFN-17024	FUELING TRANS DATED 093022	90000246	09/30/2022	143.14
1000-71-71100-514010-00000000-	CFN-17024	FUELING TRANS DATED 093022	90000246	09/30/2022	288.63
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1000-75-75100-514010-00000000-	CFN-17024	FUELING TRANS DATED 093022	90000246	09/30/2022	69.44
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	1000-41-41100-514010-00000000-	CFN-17248	FUELING TRANS DATED 100122	90000246	10/05/2022	20.52
	1000-41-41100-514010-00000000-	CFN-17248	FUELING TRANS DATED 100122	90000246	10/05/2022	256.26
	1000-41-41100-514010-00000000-	CFN-17248	FUELING TRANS DATED 100122	90000246	10/05/2022	3,518.83
	1000-42-42100-514010-00000000-	CFN-17248	FUELING TRANS DATED 100122	90000246	10/05/2022	640.95
	1000-52-52100-514010-00000000-	CFN-17248	FUELING TRANS DATED 100122	90000246	10/05/2022	55.76
	1000-53-53200-514010-00000000-	CFN-17248	FUELING TRANS DATED 100122	90000246	10/05/2022	45.45
	1000-53-53400-514010-00000000-	CFN-17248	FUELING TRANS DATED 100122	90000246	10/05/2022	103.10
	1000-30-30100-514010-00000000-	CFN-17254	FUELING TRANS DATED 100222	90000246	10/05/2022	32.72
	1000-41-41100-514010-00000000-	CFN-17254	FUELING TRANS DATED 100222	90000246	10/05/2022	10.54
	1000-41-41100-514010-00000000-	CFN-17254	FUELING TRANS DATED 100222	90000246	10/05/2022	184.49
	1000-41-41100-514010-00000000-	CFN-17254	FUELING TRANS DATED 100222	90000246	10/05/2022	2,831.32
	1000-42-42100-514010-00000000-	CFN-17254	FUELING TRANS DATED 100222	90000246	10/05/2022	503.58
	1000-12-12100-514010-00000000-	CFN-17258	FUELING TRANS DATED 100322	90000246	10/05/2022	30.90
	1000-14-14100-514010-00000000-	CFN-17258	FUELING TRANS DATED 100322	90000246	10/05/2022	564.83
	1000-15-15100-514010-00000000-	CFN-17258	FUELING TRANS DATED 100322	90000246	10/05/2022	119.52
	1000-30-30100-514010-00000000-	CFN-17258	FUELING TRANS DATED 100322	90000246	10/05/2022	67.69
	1000-30-30100-514010-00000000-	CFN-17258	FUELING TRANS DATED 100322	90000246	10/05/2022	149.41
	1000-41-41100-514010-00000000-	CFN-17258	FUELING TRANS DATED 100322	90000246	10/05/2022	200.01
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	1000-41-41100-514010-00000000-	CFN-17258	FUELING TRANS DATED 100322	90000246	10/05/2022	3,046.20
	1000-42-42100-514010-00000000-	CFN-17258	FUELING TRANS DATED 100322	90000246	10/05/2022	55.83
	1000-42-42100-514010-00000000-	CFN-17258	FUELING TRANS DATED 100322	90000246	10/05/2022	114.52
	1000-42-42100-514010-00000000-	CFN-17258	FUELING TRANS DATED 100322	90000246	10/05/2022	673.02
	1000-50-00000-514010-00000000-	CFN-17258	FUELING TRANS DATED 100322	90000246	10/05/2022	134.78
	1000-52-52100-514010-00000000-	CFN-17258	FUELING TRANS DATED 100322	90000246	10/05/2022	37.67
	1000-52-52100-514010-00000000-	CFN-17258	FUELING TRANS DATED 100322	90000246	10/05/2022	49.86
	1000-52-52100-514010-00000000-	CFN-17258	FUELING TRANS DATED 100322	90000246	10/05/2022	77.13
	1000-52-52100-514010-00000000-	CFN-17258	FUELING TRANS DATED 100322	90000246	10/05/2022	83.90
	1000-52-52100-514010-00000000-	CFN-17258	FUELING TRANS DATED 100322	90000246	10/05/2022	107.60
	1000-52-52100-514010-00000000-	CFN-17258	FUELING TRANS DATED 100322	90000246	10/05/2022	144.53
	1000-52-52100-514010-00000000-	CFN-17258	FUELING TRANS DATED 100322	90000246	10/05/2022	148.73
	1000-52-52100-514010-00000000-	CFN-17258	FUELING TRANS DATED 100322	90000246	10/05/2022	175.44
	1000-52-52100-514010-00000000-	CFN-17258	FUELING TRANS DATED 100322	90000246	10/05/2022	409.17
	1000-53-53400-514010-00000000-	CFN-17258	FUELING TRANS DATED 100322	90000246	10/05/2022	76.33
	1000-55-55100-514010-00000000-	CFN-17258	FUELING TRANS DATED 100322	90000246	10/05/2022	48.56
	1000-55-55100-514010-00000000-	CFN-17258	FUELING TRANS DATED 100322	90000246	10/05/2022	49.36
	1000-55-55300-514010-00000000-	CFN-17258	FUELING TRANS DATED 100322	90000246	10/05/2022	776.80
	1000-55-55400-514010-00000000-	CFN-17258	FUELING TRANS DATED 100322	90000246	10/05/2022	494.30
	1000-71-71100-514010-00000000-	CFN-17258	FUELING TRANS DATED 100322	90000246	10/05/2022	110.94
	1000-74-74100-514010-00000000-	CFN-17258	FUELING TRANS DATED 100322	90000246	10/05/2022	36.20
	1000-74-74100-514010-00000000-	CFN-17258	FUELING TRANS DATED 100322	90000246	10/05/2022	38.70
	1000-75-75100-514010-00000000-	CFN-17258	FUELING TRANS DATED 100322	90000246	10/05/2022	34.02
	1000-75-75100-514010-00000000-	CFN-17258	FUELING TRANS DATED 100322	90000246	10/05/2022	227.65
	1000-51-00000-514010-00000000-	INV-190952	BLANKET PO FOR GASOLINE FOR MAPLE HILL CEMETERY	PCard	10/12/2022	717.50
	Total Paid by Vendor					**181,861.44**
DYNAMIC SECURITY INC	1000-41-41100-515370-00000000-	0000160020	MUNICIPAL SECURITY SVC BLANKET PO	80651	09/30/2022	319.20
	1000-41-41100-515370-00000000-	0000160044	MUNICIPAL SECURITY SVC BLANKET PO	80651	09/30/2022	798.00
	1000-41-41100-515370-00000000-	0000160036	MUNICIPAL SECURITY SVC BLANKET PO	80651	09/30/2022	798.00
	1000-41-41100-515370-00000000-	0000160028	MUNICIPAL SECURITY SVC BLANKET PO	80651	09/30/2022	638.40
	1000-41-41100-515370-00000000-	0000160054	MUNICIPAL SECURITY SVC BLANKET PO	80651	09/30/2022	798.00
	Total Paid by Vendor					**3,351.60**
EASTSIDE DEVELOPMENT GROUP INC	1000-41-41100-515370-00000000-	OCTOBER 2022	NAMACC PROJECT MANAGEMENT SERVICES-BLANKET PO	80381	10/03/2022	13,250.00
	Total Paid by Vendor					**13,250.00**
ELISSA H GREEN	1000-43-00000-515370-00000000-	SUBJUDGE 092222 AM	SUB JUDGE FOR MUNI CT - 9/22/22	80131	09/27/2022	375.00
	1000-43-00000-515370-00000000-	SUBJUDGE 092322 AM	SUB JUDGE FOR MUNI CT - 09/23/22	80131	09/27/2022	424.50
	1000-43-00000-515370-00000000-	SUBJUD 10/04/22-AM	SUBJUDGE-MUNICIPAL CRT 10/04/22-AM DOCKET	80559	10/06/2022	250.50
	1000-43-00000-515370-00000000-	SUBJUD 10/04/22-AFT	SUBJUDGE MUNICIPAL CRT 10/04/22-AFT DOCKET	80559	10/06/2022	349.50
	Total Paid by Vendor					**1,399.50**
EMPLOYEES RETIREMENT SYSTEM OF ALABAMA	1000-00-00000-210270-00000000-	RSA-1 CONTR 220918	RSA-1 CONTRIBUTIONS WARR 220918	80006	09/27/2022	7,892.53
	1000-00-00000-210270-00000000-	RSA-1 CONTR 221002	RSA-1 CONTRIBUTIONS 221002	80518	10/10/2022	8,752.53
	Total Paid by Vendor					**16,645.06**
ENERSOLV CORPORATION	1000-73-73100-515370-00000000-	99 5465 SEP	BLANKET PO WET WEATHER PERMIT SAMPLING	80429	09/30/2022	3,107.00
	Total Paid by Vendor					**3,107.00**
ENGINEERED MAINTENANCE SERVICES	1000-52-52600-515340-00000000-	2216543	AIR COMPRESSOR FOR TRUCK - NORTH MAINT	80560	10/10/2022	1,450.00
	Total Paid by Vendor					**1,450.00**
ERIN ATKINS	1000-43-00000-515043-00000000-	102	FOR IND DEF SERV FOR 1180739	80561	09/30/2022	371.00
	Total Paid by Vendor					**371.00**
ERIN JONES	1000-50-00000-515340-00000000-	09/19/22-09/26/22	BLANKET RELIEF VET SERVICES	80654	09/30/2022	525.00
	Total Paid by Vendor					**525.00**

F & B LAW FIRM PC	1000-18-00000-515372-00000000-	20684	BLANKET - OUTSIDE LEGAL SERVICES	80132	09/27/2022	59,447.50
	Total Paid by Vendor					**59,447.50**
FACILITY WIZARD SOFTWARE INCORPORATED	1000-14-14200-515370-00000000-	F22-443	GENERAL SERVICE PROJECTS- PROJECTO SERVICES	80562	09/30/2022	390.00
	Total Paid by Vendor					**390.00**
FARRWEST ENVIROMENTAL SUPPLY INC	1000-42-42100-520500-00000000-	41059	XPLORIR HANDHELD GAS IDENTIFICATION SYSTEM	80382	09/30/2022	47,025.00
	Total Paid by Vendor					**47,025.00**
FILTER PRO USA LLC	1000-14-14300-515370-00000000-	14602325	2022 BLANKET HVAC FILTER SERVICE	80431	09/30/2022	5,653.64
	Total Paid by Vendor					**5,653.64**
FLEET FUELING	1000-41-41100-514010-00000000-	83882026	MONTHLY FUEL CHARGES - BLANKET PO	80136	09/27/2022	750.90
	Total Paid by Vendor					**750.90**
FOUNTAIN PARKER HARBARGER & ASSOCIATES LLC	1000-00-00000-140200-00000000-	12916	2022-23 INSURANCE PACKAGE POLICY	80384	09/30/2022	63,420.00
	1000-14-14100-515220-00000000-	13096	G. S. PROPERTY INSURANCE ADD 1409 WEATHERLY PLAZA	80656	10/11/2022	121.00
	Total Paid by Vendor					**63,541.00**
GALLS LLC	1000-42-42100-515670-00000000-	OR17529840	UNIFORM ALLOWANCE TYLER LANCASTER 14761	80385	09/30/2022	408.25
	1000-42-42100-515670-00000000-	OR17524867	UNIFORM ALLOWANCE PHILLIP COOPER 12216	80385	09/30/2022	567.40
	1000-41-41100-515670-00000000-	022221328	BOMB SQUAD SHIRTS/PATCHES	80433	09/30/2022	32.50
	1000-42-42100-515050-00000000-	BC1714481	FIRE CLASS 2022C BLANKET UNIFORMS	80657	09/30/2022	1,063.01
	1000-42-42100-515670-00000000-	BC1716527	FIRE NEW HIRE SUPPORT SERVICES	80657	09/30/2022	400.00
	1000-42-42100-515050-00000000-	BC1721190	NEW HIRE 2022C SHIFT UNIFORMS	80657	09/30/2022	794.60
	1000-42-42100-515670-00000000-	BC1700856	UNIFORM ALLOWANCE BLANKET - FIRE 2022	80657	09/30/2022	800.00
	1000-42-42100-515670-00000000-	BC1700855	UNIFORM ALLOWANCE BLANKET - FIRE 2022	80657	09/30/2022	798.20
	1000-42-42100-515670-00000000-	BC1702718	UNIFORM ALLOWANCE BLANKET - FIRE 2022	80657	09/30/2022	800.00
	1000-42-42100-515670-00000000-	BC1702719	UNIFORM ALLOWANCE BLANKET - FIRE 2022	80657	09/30/2022	687.55
	1000-42-42100-515670-00000000-	BC1704187	UNIFORM ALLOWANCE BLANKET - FIRE 2022	80657	09/30/2022	39.28
	1000-42-42100-515670-00000000-	BC1707277	UNIFORM ALLOWANCE BLANKET - FIRE 2022	80657	09/30/2022	13.43
	1000-42-42100-515670-00000000-	BC1708059	UNIFORM ALLOWANCE BLANKET - FIRE 2022	80657	09/30/2022	1.75
	1000-42-42100-515670-00000000-	BC1718117	UNIFORM ALLOWANCE BLANKET - FIRE 2022	80657	09/30/2022	8.55
	1000-42-42100-515670-00000000-	BC1719351	UNIFORM ALLOWANCE BLANKET - FIRE 2022	80657	09/30/2022	173.09
	1000-42-42100-515670-00000000-	BC1720698	UNIFORM ALLOWANCE BLANKET - FIRE 2022	80657	09/30/2022	797.45
	1000-42-42100-515670-00000000-	BC1720700	UNIFORM ALLOWANCE BLANKET - FIRE 2022	80657	09/30/2022	799.15
	1000-42-42100-515670-00000000-	BC1720701	UNIFORM ALLOWANCE BLANKET - FIRE 2022	80657	09/30/2022	794.30
	Total Paid by Vendor					**8,978.51**
GARLAND WARD	1000-10-10200-515370-00000000-	20200433	VID PROD SERV-14.5 HRS @ 40/HR	80564	09/30/2022	580.00
	Total Paid by Vendor					**580.00**
GEN-CO INC	1000-14-14300-513010-00000000-	21060.35	2022 BLANKET PO GENERATOR SERVICE	80435	09/30/2022	950.00
	1000-14-14300-513010-00000000-	21060.40	2022 BLANKET PO GENERATOR SERVICE	80435	09/30/2022	1,150.00
	1000-14-14300-513010-00000000-	21060.36	2022 BLANKET PO GENERATOR SERVICE	80435	09/30/2022	1,150.00
	1000-14-14300-513010-00000000-	21060.38	2022 BLANKET PO GENERATOR SERVICE	80435	09/30/2022	950.00
	1000-14-14300-513010-00000000-	21060.39	2022 BLANKET PO GENERATOR SERVICE	80435	09/30/2022	950.00
	1000-14-14300-513010-00000000-	21060.37	2022 BLANKET PO GENERATOR SERVICE	80435	09/30/2022	950.00
	1000-14-14300-513010-00000000-	21060.43	2022 BLANKET PO GENERATOR SERVICE	80435	09/30/2022	950.00
	1000-14-14300-513010-00000000-	21060.50	2022 BLANKET PO GENERATOR SERVICE	80660	09/30/2022	950.00
	1000-14-14300-513010-00000000-	21060.58	2022 BLANKET PO GENERATOR SERVICE	80660	09/30/2022	950.00
	1000-14-14300-513010-00000000-	21060.55	2022 BLANKET PO GENERATOR SERVICE	80660	09/30/2022	950.00
	Total Paid by Vendor					**9,900.00**
GOODYEAR SERVICE STORES	1000-00-00000-140101-00000000-	0000028485	TIRES	80568	09/30/2022	2,728.40
	Total Paid by Vendor					**2,728.40**
GRAPHIC TECHNOLOGIES INC	1000-17-17100-515250-00000000-	1462	SOLE SOURCE ANNUAL GT VIEWER SW MTCE FOR COH	80661	10/11/2022	14,685.00
	Total Paid by Vendor					**14,685.00**
GRAYBAR ELECTRIC COMPANY	1000-14-14300-513010-00000000-	9328762174	JOHN HUNT PARK #160149 BOX COVER	80436	09/30/2022	147.23
	1000-14-14300-513010-00000000-	9328847563	ADA RESTROOM WO#160381	80436	09/30/2022	97.86
	1000-14-14300-513010-00000000-	9328939684	JOHN HUNT PARK WO#160149	80570	09/30/2022	890.59
	Total Paid by Vendor					**1,135.68**
GS DIRECT INC	1000-74-74200-515340-00000000-	369693	GIS/200 WEST SIDE SQUA/7TH FL/S.STEWART/427-5192	80137	09/30/2022	359.30
	Total Paid by Vendor					**359.30**
GULF STATES DISTRIBUTORS	1000-41-41250-515340-00000000-	1428505-IN	SWAT MPX MAGAZINES	80663	10/11/2022	388.00
	Total Paid by Vendor					**388.00**
HDR ENGINEERING INC	1000-74-74100-515370-PN200003-00003	12	PRO SERV REND-HIGH CAP TRANSIT CON & CORR PLAN	80667	09/30/2022	3,413.99
	Total Paid by Vendor					**3,413.99**
HELM INC	1000-15-15100-515790-00000000-	INVH5430	FORD WEBINAR TECHNICAL TRAINING (2 LOCATIONS)	80388	09/30/2022	4,550.00
	Total Paid by Vendor					**4,550.00**
HILLS PET NUTRITION	1000-50-00000-515160-00000000-	243396354	BLANKET FOR DOG AND CAT FOOD	80389	09/30/2022	100.32
	1000-50-00000-515160-00000000-	243415514	BLANKET FOR DOG AND CAT FOOD	80668	09/30/2022	259.44
	Total Paid by Vendor					**359.76**
HLP INC	1000-17-17100-515250-00000000-	21890	SOLE SOURCE CHAMELEON SW MTCE FOR AS 2022-23	80574	10/10/2022	9,600.00
	Total Paid by Vendor					**9,600.00**
HOLSTON GASES INC	1000-42-42100-515340-00000000-	928198	BLANKET PURCHASE ORDER	80575	09/30/2022	46.14
	1000-42-42100-515340-00000000-	653583	OXYGEN/PROPANE TANK REFILLS BLANKET	80669	10/12/2022	38.45
	Total Paid by Vendor					**84.59**
HOME DEPOT USA INC	1000-53-53200-515340-00000000-	708088356	JANITORIAL SUPPLIES FOR PARKING	80390	09/30/2022	131.04

	1000-14-14310-515310-00000000-	709061329	GENERAL SERVICES STOCK ITEMS	80390	09/30/2022	127.70
	1000-52-52200-515340-00000000-	708828421	CAN LINERS FOR SPECIAL EVENTS	80390	09/30/2022	1,557.00
	1000-14-14310-515310-00000000-	708576574	GENERAL SERVICES STOCK ITEMS	80390	09/30/2022	1,588.55
	1000-52-52200-513010-00000000-	710496027	GARBAGE BAGS - SPECIAL EVENTS	80576	10/06/2022	9,342.00
	1000-42-42200-515310-00000000-	711240671	MONTHY JANTORIAL SUPPLIES	80670	10/11/2022	224.62
	1000-42-42200-515310-00000000-	711240663	MONTHY JANTORIAL SUPPLIES	80670	10/11/2022	3,741.71
	Total Paid by Vendor					**16,712.62**
HUMPHRIES FARM & TURF SUPPLY INC	1000-52-52500-513010-00000000-	28676	FESCUE SEED FOR WEST MAINT (FOWLER)	80438	09/30/2022	5,246.25
	Total Paid by Vendor					**5,246.25**
HUNTSVILLE PUBLIC DEFENDERS OFFICE LLC	1000-43-00000-515043-00000000-	IND. DEF SER 09/22	INDIGENT DEFENSE SERVICES FOR 09/2022	80138	09/27/2022	43,500.00
	Total Paid by Vendor					**43,500.00**
HUNTSVILLE TRACTOR & EQUIPMENT INC	1000-15-15100-513030-00000000-	RO01557	COM TX 092622/RO01557	80139	09/27/2022	1,649.22
	1000-15-15100-513030-00000000-	RO01557	COM TX 092622/RO01557	80139	09/27/2022	2,312.50
	1000-15-15100-513030-00000000-	RO01606	COM TX 092622/RO01606	80139	09/27/2022	496.47
	1000-15-15100-513030-00000000-	RO01606	COM TX 092622/RO01606	80139	09/27/2022	812.50
	Total Paid by Vendor					**5,270.69**
HUNTSVILLE UTILITIES	1000-53-53200-515700-PK1010XX-	2110100100350922	ELECTRIC USAGE FOR GARAGES (BLANKET)	80140	09/27/2022	12.34
	1000-53-53200-515700-PK1040XX-	2110100161900922	ELECTRIC USAGE FOR GARAGES (BLANKET)	80140	09/27/2022	2,723.78
	1000-53-53200-515700-PK1055XX-	2110100704510922	ELECTRIC USAGE FOR GARAGES (BLANKET)	80140	09/27/2022	208.53
	1000-53-53200-515700-PK1020XX-	2110100158330922	ELECTRIC USAGE FOR GARAGES (BLANKET)	80140	09/27/2022	5,165.05
	1000-53-53200-515700-PK1020XX-	2110100159650922	SPRINKLER USAGE FOR GARAGES (BLANKET)	80140	09/28/2022	77.85
	1000-53-53200-515700-PK1051XX-	2210103669500922	ELECTRIC USAGE FOR GARAGE "D" (BLANKET)	80140	09/28/2022	1,303.87
	1000-53-53200-515700-PK1010XX-	2110100173790922	ELECTRIC USAGE FOR GARAGES (BLANKET)	80140	09/30/2022	71.67
	1000-53-53200-515700-PK1057XX-	211010017379092122	SPRINKLER USAGE FOR GARAGES (BLANKET)	80140	09/30/2022	57.68
	1000-70-70200-515700-00000000-	211010086635-9/27/22	UTILITY SERVICE FOR 620 PEARL AVE	80441	09/30/2022	249.66
	1000-53-53200-515700-PK1040XX-	2110100162110922	SPRINKLER USAGE FOR GARAGES (BLANKET)	80441	09/30/2022	57.68
	1000-53-53200-515700-PK1030XX-	2110100717120922	ELECTRIC USAGE FOR GARAGES (BLANKET)	80441	09/30/2022	18.22
	1000-53-53200-515700-PK1060XX-	2210101320480922	ELECTRIC USAGE FOR GARAGES (BLANKET)	80441	09/30/2022	3,607.27
	1000-53-53200-515700-PK1060XX-	2210101320470922	ELECTRIC USAGE FOR GARAGES (BLANKET)	80441	09/30/2022	116.25
	1000-53-53200-515700-PK1051XX-	2210103669480922	ELECTRIC USAGE FOR GARAGE "D" (BLANKET)	80441	09/30/2022	57.68
	1000-53-53200-515700-PK1051XX-	2210103669510922	ELECTRIC USAGE FOR GARAGE "D" (BLANKET)	80441	09/30/2022	65.32
	1000-53-53200-515700-PK1051XX-	2210103669400922	ELECTRIC USAGE FOR GARAGE "D" (BLANKET)	80441	09/30/2022	23.90
	1000-53-53200-515700-PK1051XX-	2210103669460922	ELECTRIC USAGE FOR GARAGE "D" (BLANKET)	80441	09/30/2022	539.87
	1000-53-53200-515700-PK1051XX-	2210103669430922	ELECTRIC USAGE FOR GARAGE "D" (BLANKET)	80441	09/30/2022	51.17
	1000-14-14300-515460-00000000-	102022	2023 BLANKET PO LEASE ITS SPACE FROM HSV UTILITIE	80441	10/04/2022	11,897.25
	1000-52-52100-515790-00000000-	HYDRANT PERMITS 1022	FIRE HYDRANT PERMIT - SWEEPER #030695	80674	10/06/2022	600.00
	1000-53-53200-515700-PK1020XX-	2110100708361022	POP: 8/22/22-9/22/22 SPRINKLER GARAGES (BLANKET)	80673	09/30/2022	63.10
	1000-17-17400-515710-00000000-	4220100125010922	FY22 BLANKET PO HSV UTILITIES FIBER BOX LEASES TE	80673	09/30/2022	1,000.00
	1000-14-14100-515700-00000000-	3110100100001022	2022 BLANKET - HSV UTILITIES CUST#1101005008	80673	09/30/2022	497,903.00
	Total Paid by Vendor					**525,871.14**
HYLAND SOFTWARE INC	1000-17-17100-515250-00000000-	LE01-275128	SOLE SOURCE ONBASE YEARLY SUPPORT INSPECTION	80443	10/05/2022	45,354.00
	Total Paid by Vendor					**45,354.00**
ILENE S SHOEMAKER	1000-12-12200-515370-00000000-	221-122	MINUTES FOR COUNCIL MEETINGS BLANKET PO	80319	09/28/2022	2,700.00
	1000-18-00000-515372-00000000-	221-123	BLANKET - OUTSIDE LEGAL SERVICES	80712	10/11/2022	675.00
	Total Paid by Vendor					**3,375.00**
INDIAN SPRINGS ANIMAL CLINIC PC	1000-41-41250-515160-00000000-	1647-01	POLICE K9 -DENTAL SPECIALIST FEES	80391	09/30/2022	2,471.92
	1000-41-41250-515160-00000000-	1646-01	POLICE K9 -DENTAL SPECIALIST FEES	80391	09/30/2022	436.00
	Total Paid by Vendor					**2,907.92**
INDUSTRIAL CONTRACTOR SUPPLY LLC	1000-51-00000-513010-00000000-	56178	BLANKET PO FOR NON BID ITEMS	80392	09/30/2022	195.08
	1000-51-00000-515340-00000000-	56180	NON-BID ITEMS FOR CEMETERY (BLANKET)	80392	09/30/2022	853.72
	1000-55-55300-515340-00000000-	56026	FY22 PWS ALL MATERIAL (BLANKET PO)	80444	09/30/2022	36.95
	1000-55-55300-515340-00000000-	56001	FY22 PWS ALL MATERIAL (BLANKET PO)	80444	09/30/2022	4.58
	1000-55-55300-515340-00000000-	55987	FY22 PWS ALL MATERIAL (BLANKET PO)	80444	09/30/2022	87.47
	1000-55-55300-515340-00000000-	56021	FY22 PWS ALL MATERIAL (BLANKET PO)	80444	09/30/2022	115.26
	1000-55-55300-515340-00000000-	55981	FY22 PWS ALL MATERIAL (BLANKET PO)	80444	09/30/2022	138.77
	1000-55-55300-515340-00000000-	55834	FY22 PWS ALL MATERIAL (BLANKET PO)	80444	09/30/2022	12.59
	1000-55-55300-515340-00000000-	55924	FY22 PWS ALL MATERIAL (BLANKET PO)	80444	09/30/2022	220.36
	1000-55-55300-515340-00000000-	56195	FY22 PWS ALL MATERIAL (BLANKET PO)	80444	09/30/2022	38.70
	1000-55-55300-515340-00000000-	56210	FY22 PWS ALL MATERIAL (BLANKET PO)	80444	09/30/2022	157.06
	1000-55-55300-515340-00000000-	56199	FY22 PWS ALL MATERIAL (BLANKET PO)	80444	09/30/2022	2,598.44
	1000-55-55300-515340-00000000-	56167	FY22 PWS ALL MATERIAL (BLANKET PO)	80444	09/30/2022	298.71
	1000-55-55300-515340-00000000-	56072	FY22 PWS ALL MATERIAL (BLANKET PO)	80444	09/30/2022	161.44
	1000-55-55300-515340-00000000-	56038	FY22 PWS ALL MATERIAL (BLANKET PO)	80444	09/30/2022	362.52
	1000-55-55300-515340-00000000-	56186	FY22 PWS ALL MATERIAL (BLANKET PO)	80444	09/30/2022	115.31
	1000-55-55300-515340-00000000-	56125	FY22 PWS ALL MATERIAL (BLANKET PO)	80444	09/30/2022	288.35
	1000-55-55400-515340-00000000-	56169	FY22 PWS MAINT/CONST BID ITEMS	80444	09/30/2022	22.13
	1000-55-55400-515340-00000000-	56268	FY22 PWS MAINT/CONST BID ITEMS	80444	09/30/2022	65.96
	1000-55-55400-515340-00000000-	56168	FY22 PWS MAINT/CONST BID ITEMS	80444	09/30/2022	65.96
	1000-55-55400-515340-00000000-	56089	FY22 PWS MAINT/CONST BID ITEMS	80444	09/30/2022	32.98
	1000-55-55400-515340-00000000-	56309	FY22 PWS MAINT/CONST BID ITEMS	80444	09/30/2022	6.95

	1000-55-55300-515340-00000000-	56291	FY22 PWS ALL MATERIAL (BLANKET PO)	80444	09/30/2022	213.92
	1000-55-55300-515340-00000000-	56310	FY22 PWS ALL MATERIAL (BLANKET PO)	80444	09/30/2022	167.78
	1000-55-55400-515340-00000000-	55995	FY22 PWS MAINT/CONST BID ITEMS	80582	09/30/2022	4.51
	1000-55-55400-515340-00000000-	56027	FY22 PWS MAINT/CONST BID ITEMS	80582	09/30/2022	131.83
	1000-55-55400-515340-00000000-	55923	FY22 PWS MAINT/CONST BID ITEMS	80582	09/30/2022	65.47
	1000-55-55400-515340-00000000-	56002	FY22 PWS MAINT/CONST BID ITEMS	80582	09/30/2022	135.85
	1000-75-75300-515340-00000000-	56535	HARNESS AND LANYARD-KENDALL HILL	80582	10/10/2022	322.70
	1000-55-55300-515340-00000000-	56323	FY22 PWS ALL MATERIAL (BLANKET PO)	80676	09/30/2022	423.07
	Total Paid by Vendor					**7,344.42**
JAKE MARSHALL SERVICE INC	1000-14-14300-513010-00000000-	HUNTSVILLE-452760	2022 BLANKET PO - REPAIRS	80447	09/30/2022	1,172.62
	1000-14-14300-513010-00000000-	HUNTSVILLE-452478	2022 BLANKET PO - REPAIRS	80447	09/30/2022	1,105.00
	1000-14-14300-513010-00000000-	HUNTSVILLE-452495	2022 BLANKET PO - REPAIRS	80447	09/30/2022	1,128.00
	Total Paid by Vendor					**3,405.62**
JAMES R HALL	1000-15-15100-513030-00000000-	57770	COM TX 092922/57770	80611	09/30/2022	17.40
	1000-15-15100-513030-00000000-	57770	COM TX 092922/57770	80611	09/30/2022	50.00
	1000-15-15100-513030-00000000-	58464	COM TX 092922/58464	80611	09/30/2022	85.00
	1000-15-15100-513030-00000000-	58466	COM TX 092922/58466	80611	09/30/2022	4.50
	1000-15-15100-513030-00000000-	58466	COM TX 092922/58466	80611	09/30/2022	50.00
	1000-15-15100-513030-00000000-	58473	COM TX 092922/58473	80611	09/30/2022	4.50
	1000-15-15100-513030-00000000-	58473	COM TX 092922/58473	80611	09/30/2022	50.00
	1000-15-15100-513030-00000000-	58474	COM TX 092922/58474	80611	09/30/2022	22.50
	1000-15-15100-513030-00000000-	58474	COM TX 092922/58474	80611	09/30/2022	50.00
	1000-15-15100-513030-00000000-	59196	COM TX 092922/59196	80611	09/30/2022	4.50
	1000-15-15100-513030-00000000-	59196	COM TX 092922/59196	80611	09/30/2022	50.00
	1000-15-15100-513030-00000000-	59197	COM TX 092922/59197	80611	09/30/2022	4.50
	1000-15-15100-513030-00000000-	59197	COM TX 092922/59197	80611	09/30/2022	50.00
	1000-15-15100-513030-00000000-	59199	COM TX 092922/59199	80611	09/30/2022	4.50
	1000-15-15100-513030-00000000-	59199	COM TX 092922/59199	80611	09/30/2022	50.00
	1000-15-15100-513030-00000000-	59200	COM TX 092922/59200	80611	09/30/2022	4.50
	1000-15-15100-513030-00000000-	59200	COM TX 092922/59200	80611	09/30/2022	50.00
	1000-15-15100-513030-00000000-	59224	COM TX 092922/59224	80611	09/30/2022	20.10
	1000-15-15100-513030-00000000-	59224	COM TX 092922/59224	80611	09/30/2022	50.00
	1000-15-15100-513030-00000000-	59230	COM TX 092922/59230	80611	09/30/2022	7.80
	1000-15-15100-513030-00000000-	59230	COM TX 092922/59230	80611	09/30/2022	50.00
	1000-15-15100-513030-00000000-	59238	COM TX 092922/59238	80611	09/30/2022	50.00
	1000-15-15100-513030-00000000-	59242	COM TX 092922/59242	80611	09/30/2022	4.50
	1000-15-15100-513030-00000000-	59242	COM TX 092922/59242	80611	09/30/2022	50.00
	1000-15-15100-513030-00000000-	59276	COM TX 092922/59276	80611	09/30/2022	6.00
	1000-15-15100-513030-00000000-	59276	COM TX 092922/59276	80611	09/30/2022	50.00
	1000-15-15100-513030-00000000-	59277	COM TX 092922/59277	80611	09/30/2022	50.00
	1000-15-15100-513030-00000000-	59278	COM TX 092922/59278	80611	09/30/2022	50.00
	1000-15-15100-513030-00000000-	59284	COM TX 092922/59284	80611	09/30/2022	85.00
	1000-15-15100-513030-00000000-	59288	COM TX 092922/59288	80611	09/30/2022	10.20
	1000-15-15100-513030-00000000-	59288	COM TX 092922/59288	80611	09/30/2022	50.00
	1000-15-15100-513030-00000000-	59937	COM TX 092922/59937	80611	09/30/2022	50.00
	1000-15-15100-513030-00000000-	57599	COM TX 100522/57599	80611	09/30/2022	4.50
	1000-15-15100-513030-00000000-	57599	COM TX 100522/57599	80611	09/30/2022	50.00
	1000-15-15100-513030-00000000-	57603	COM TX 100522/57603	80611	09/30/2022	75.00
	1000-15-15100-513030-00000000-	57714	COM TX 100522/57714	80611	09/30/2022	50.00
	1000-15-15100-513030-00000000-	57718	COM TX 100522/57718	80611	09/30/2022	50.00
	1000-15-15100-513030-00000000-	58520	COM TX 100522/58520	80611	09/30/2022	4.50
	1000-15-15100-513030-00000000-	58520	COM TX 100522/58520	80611	09/30/2022	50.00
	1000-15-15100-513030-00000000-	58524	COM TX 100522/58524	80611	09/30/2022	50.00
	1000-70-70200-513030-00000000-	58526	COM TX 100522/58526	80611	09/30/2022	16.20
	1000-70-70200-513030-00000000-	58526	COM TX 100522/58526	80611	09/30/2022	350.00
	1000-15-15100-513030-00000000-	58543	COM TX 100522/58543	80611	09/30/2022	50.00
	1000-15-15100-513030-00000000-	59114	COM TX 100522/59114	80611	09/30/2022	32.40
	1000-15-15100-513030-00000000-	59114	COM TX 100522/59114	80611	09/30/2022	50.00
	1000-15-15100-513030-00000000-	59267	COM TX 100522/59267	80611	09/30/2022	50.00
	1000-15-15100-513030-00000000-	59292	COM TX 100522/59292	80611	09/30/2022	50.00
	1000-15-15100-513030-00000000-	59299	COM TX 100522/59299	80611	09/30/2022	39.30
	1000-15-15100-513030-00000000-	59299	COM TX 100522/59299	80611	09/30/2022	85.00
	1000-15-15100-513030-00000000-	60064	COM TX 100522/60064	80611	09/30/2022	4.50
	1000-15-15100-513030-00000000-	60064	COM TX 100522/60064	80611	09/30/2022	50.00
	1000-15-15100-513030-00000000-	60065	COM TX 100522/60065	80611	09/30/2022	4.50
	1000-15-15100-513030-00000000-	60065	COM TX 100522/60065	80611	09/30/2022	50.00
	1000-15-15100-513030-00000000-	60068	COM TX 100522/60068	80611	09/30/2022	85.00
	1000-15-15100-513030-00000000-	60072	COM TX 100522/60072	80611	09/30/2022	4.50
	1000-15-15100-513030-00000000-	60072	COM TX 100522/60072	80611	09/30/2022	50.00
	1000-15-15100-513030-00000000-	60078	COM TX 100522/60078	80611	09/30/2022	24.60

	1000-15-15100-513030-00000000-	60078	COM TX 100522/60078	80611	09/30/2022	350.00
	1000-15-15100-513030-00000000-	60101	COM TX 100522/60101	80611	09/30/2022	8.40
	1000-15-15100-513030-00000000-	60101	COM TX 100522/60101	80611	09/30/2022	50.00
	1000-15-15100-513030-00000000-	60105	COM TX 100522/60105	80611	09/30/2022	4.50
	1000-15-15100-513030-00000000-	60105	COM TX 100522/60105	80611	09/30/2022	50.00
	1000-15-15100-513030-00000000-	60142	COM TX 100522/60142	80611	09/30/2022	50.00
	1000-15-15100-513030-00000000-	60143	COM TX 100522/60143	80611	09/30/2022	4.50
	1000-15-15100-513030-00000000-	60143	COM TX 100522/60143	80611	09/30/2022	50.00
	1000-15-15100-513030-00000000-	60149	COM TX 100522/60149	80611	09/30/2022	50.00
	1000-15-15100-513030-00000000-	60151	COM TX 100522/60151	80611	09/30/2022	4.50
	1000-15-15100-513030-00000000-	60151	COM TX 100522/60151	80611	09/30/2022	50.00
	1000-15-15100-513030-00000000-	60152	COM TX 100522/60152	80611	09/30/2022	4.50
	1000-15-15100-513030-00000000-	60152	COM TX 100522/60152	80611	09/30/2022	50.00
	1000-15-15100-513030-00000000-	60161	COM TX 100522/60161	80611	09/30/2022	50.00
	1000-15-15100-513030-00000000-	60164	COM TX 100522/60164	80611	09/30/2022	50.00
	1000-15-15100-513030-00000000-	60166	COM TX 100522/60166	80611	09/30/2022	50.00
	1000-15-15100-513030-00000000-	60174	COM TX 100522/60174	80611	09/30/2022	44.70
	1000-15-15100-513030-00000000-	60174	COM TX 100522/60174	80611	09/30/2022	50.00
	1000-15-15100-513030-00000000-	60175	COM TX 100522/60175	80611	09/30/2022	44.70
	1000-15-15100-513030-00000000-	60175	COM TX 100522/60175	80611	09/30/2022	50.00
	1000-15-15100-513030-00000000-	60176	COM TX 100522/60176	80611	09/30/2022	44.70
	1000-15-15100-513030-00000000-	60176	COM TX 100522/60176	80611	09/30/2022	50.00
	1000-15-15100-513030-00000000-	60177	COM TX 100522/60177	80611	09/30/2022	44.70
	1000-15-15100-513030-00000000-	60177	COM TX 100522/60177	80611	09/30/2022	50.00
	1000-15-15100-513030-00000000-	60178	COM TX 100522/60178	80611	09/30/2022	44.70
	1000-15-15100-513030-00000000-	60178	COM TX 100522/60178	80611	09/30/2022	50.00
	1000-15-15100-513030-00000000-	60179	COM TX 100522/60179	80611	09/30/2022	44.70
	1000-15-15100-513030-00000000-	60179	COM TX 100522/60179	80611	09/30/2022	50.00
	1000-15-15100-513030-00000000-	60180	COM TX 100522/60180	80611	09/30/2022	44.70
	1000-15-15100-513030-00000000-	60180	COM TX 100522/60180	80611	09/30/2022	50.00
	1000-15-15100-513030-00000000-	60182	COM TX 100522/60182	80611	09/30/2022	44.70
	1000-15-15100-513030-00000000-	60182	COM TX 100522/60182	80611	09/30/2022	50.00
	1000-15-15100-513030-00000000-	60183	COM TX 100522/60183	80611	09/30/2022	44.70
	1000-15-15100-513030-00000000-	60183	COM TX 100522/60183	80611	09/30/2022	50.00
	1000-15-15100-513030-00000000-	60184	COM TX 100522/60184	80611	09/30/2022	44.70
	1000-15-15100-513030-00000000-	60184	COM TX 100522/60184	80611	09/30/2022	50.00
	1000-15-15100-513030-00000000-	60186	COM TX 100522/60186	80611	09/30/2022	44.70
	1000-15-15100-513030-00000000-	60186	COM TX 100522/60186	80611	09/30/2022	50.00
	1000-15-15100-513030-00000000-	60187	COM TX 100522/60187	80611	09/30/2022	44.70
	1000-15-15100-513030-00000000-	60187	COM TX 100522/60187	80611	09/30/2022	50.00
	1000-15-15100-513030-00000000-	60188	COM TX 100522/60188	80611	09/30/2022	44.70
	1000-15-15100-513030-00000000-	60188	COM TX 100522/60188	80611	09/30/2022	50.00
	1000-15-15100-513030-00000000-	60189	COM TX 100522/60189	80611	09/30/2022	44.70
	1000-15-15100-513030-00000000-	60189	COM TX 100522/60189	80611	09/30/2022	50.00
	1000-15-15100-513030-00000000-	60190	COM TX 100522/60190	80611	09/30/2022	44.70
	1000-15-15100-513030-00000000-	60190	COM TX 100522/60190	80611	09/30/2022	50.00
	1000-15-15100-513030-00000000-	60191	COM TX 100522/60191	80611	09/30/2022	44.70
	1000-15-15100-513030-00000000-	60191	COM TX 100522/60191	80611	09/30/2022	75.00
	1000-15-15100-513030-00000000-	60192	COM TX 100522/60192	80611	09/30/2022	44.70
	1000-15-15100-513030-00000000-	60192	COM TX 100522/60192	80611	09/30/2022	50.00
	1000-15-15100-513030-00000000-	60204	COM TX 100522/60204	80611	09/30/2022	250.00
	1000-15-15100-513030-00000000-	60204	COM TX 100522/60204	80611	09/30/2022	555.00
	1000-15-15100-513030-00000000-	60213	COM TX 100522/60213	80611	09/30/2022	50.00
	1000-15-15100-513030-00000000-	60214	COM TX 100522/60214	80611	09/30/2022	4.50
	1000-15-15100-513030-00000000-	60214	COM TX 100522/60214	80611	09/30/2022	50.00
	1000-15-15100-513030-00000000-	60216	COM TX 100522/60216	80611	09/30/2022	50.00
	1000-15-15100-513030-00000000-	60219	COM TX 100522/60219	80611	09/30/2022	50.00
	1000-15-15100-513030-00000000-	60259	COM TX 100522/60259	80611	09/30/2022	50.00
	1000-15-15100-513030-00000000-	60263	COM TX 100522/60263	80611	09/30/2022	50.00
	1000-15-15100-513030-00000000-	60272	COM TX 100522/60272	80611	09/30/2022	79.20
	1000-15-15100-513030-00000000-	60272	COM TX 100522/60272	80611	09/30/2022	250.00
	Total Paid by Vendor					**6,415.50**
JERRY SANFORD BARCLAY ATTORNEY LAW	1000-43-00000-515370-00000000-	SUBJUDGE 092122 AM	SUB JUDGE FOR MUNI CT - MORNING DOCKET	80144	09/27/2022	274.50
	1000-43-00000-515370-00000000-	SUBJUDGE 092222 PM	SUB JUDGE FOR MUNI CT - 9/22/22 NIGHT DOCKET	80144	09/27/2022	300.00
	Total Paid by Vendor					**574.50**
KANIQUE MIGHTY-NUGENT	1000-10-10300-515020-00000000-	20171113LP1205	PRODUCTION SERVICES FOR JAZZ IN THE PARK	80052	09/26/2022	2,650.00
	Total Paid by Vendor					**2,650.00**
KELLYS TIRE SERVICE	1000-15-15100-513030-00000000-	233600	COM TX 092322/233600	80145	09/27/2022	28.00
	1000-15-15100-513030-00000000-	233618	COM TX 092922/233618	80586	09/30/2022	2.00
	1000-15-15100-513030-00000000-	233618	COM TX 092922/233618	80586	09/30/2022	85.00

	1000-15-15100-513030-00000000-	233618	COM TX 092922/233618	80586	09/30/2022	187.89
	1000-15-15100-513030-00000000-	233619	COM TX 092922/233619	80586	09/30/2022	116.00
	1000-15-15100-513030-00000000-	233619	COM TX 092922/233619	80586	09/30/2022	477.36
	1000-15-15100-513030-00000000-	233901	COM TX 092922/233901	80586	09/30/2022	35.00
	1000-15-15100-513030-00000000-	233901	COM TX 092922/233901	80586	09/30/2022	116.00
	1000-15-15100-513030-00000000-	233902	COM TX 092922/233902	80586	09/30/2022	116.00
	1000-15-15100-513030-00000000-	233902	COM TX 092922/233902	80586	09/30/2022	477.36
	1000-15-15100-513030-00000000-	233903	COM TX 092922/233903	80586	09/30/2022	88.00
	1000-15-15100-513030-00000000-	233903	COM TX 092922/233903	80586	09/30/2022	367.20
	1000-15-15100-513030-00000000-	233904	COM TX 092922/233904	80586	09/30/2022	88.00
	1000-15-15100-513030-00000000-	233904	COM TX 092922/233904	80586	09/30/2022	245.00
	1000-15-15100-513030-00000000-	233905	COM TX 092922/233905	80586	09/30/2022	2.50
	1000-15-15100-513030-00000000-	233905	COM TX 092922/233905	80586	09/30/2022	85.00
	1000-15-15100-513030-00000000-	233906	COM TX 100522/233906	80586	09/30/2022	20.00
	1000-15-15100-513030-00000000-	233906	COM TX 100522/233906	80586	09/30/2022	50.00
	1000-15-15100-513030-00000000-	233906	COM TX 100522/233906	80586	09/30/2022	56.00
	1000-15-15100-513030-00000000-	233906	COM TX 100522/233906	80586	09/30/2022	60.00
	1000-15-15100-513030-00000000-	233906	COM TX 100522/233906	80586	09/30/2022	100.00
	1000-15-15100-513030-00000000-	233906	COM TX 100522/233906	80586	09/30/2022	618.00
	1000-15-15100-513030-00000000-	233906	COM TX 100522/233906	80586	09/30/2022	1,020.00
	1000-15-15100-513030-00000000-	233907	COM TX 100522/233907	80586	09/30/2022	116.00
	1000-15-15100-513030-00000000-	233907	COM TX 100522/233907	80586	09/30/2022	734.40
	1000-15-15100-513030-00000000-	233936	COM TX 100522/233936	80586	09/30/2022	130.00
	1000-15-15100-513030-00000000-	233936	COM TX 100522/233936	80586	09/30/2022	830.44
	1000-15-15100-513030-00000000-	234124	COM TX 100522/234124	80586	09/30/2022	220.00
	1000-15-15100-513030-00000000-	234128	COM TX 100522/234128	80586	09/30/2022	7.50
	1000-15-15100-513030-00000000-	234128	COM TX 100522/234128	80586	09/30/2022	38.95
	1000-15-15100-513030-00000000-	234128	COM TX 100522/234128	80586	09/30/2022	95.00
	1000-15-15100-513030-00000000-	234129	COM TX 100522/234129	80586	09/30/2022	2.00
	1000-15-15100-513030-00000000-	234129	COM TX 100522/234129	80586	09/30/2022	85.00
	1000-15-15100-513030-00000000-	234129	COM TX 100522/234129	80586	09/30/2022	89.00
	1000-15-15100-513030-00000000-	234142	COM TX 100522/234142	80586	09/30/2022	35.00
	1000-15-15100-513030-00000000-	234142	COM TX 100522/234142	80586	09/30/2022	84.00
	1000-15-15100-513030-00000000-	234142	COM TX 100522/234142	80586	09/30/2022	1,101.60
	1000-15-15100-513030-00000000-	234176	COM TX 100522/234176	80586	09/30/2022	165.00
	1000-15-15100-513030-00000000-	234177	COM TX 100522/234177	80586	09/30/2022	56.00
	1000-15-15100-513030-00000000-	234177	COM TX 100522/234177	80586	09/30/2022	756.00
	1000-15-15100-513030-00000000-	234181	COM TX 100522/234181	80586	09/30/2022	95.00
	Total Paid by Vendor					**9,081.20**
KIRK GILES	1000-41-41100-515520-00000000-00153	BUY MONEY 101122		PCard	10/11/2022	30,000.00
	Total Paid by Vendor					**30,000.00**
KNOLOGY OF HUNTSVILLE	1000-17-17100-515070-00000000-	0194584020922	FY22 BLANKET PO FOR WOW SERVICES COH	80628	09/30/2022	1,098.27
	1000-17-17100-515070-00000000-	0196197591022	FY23 BLANKET PO FOR WOW SERVICES COH	80727	10/11/2022	11.00
	Total Paid by Vendor					**1,109.27**
KNOWBE4 INC	1000-17-17100-515250-00000000-	INV214653	SOLE SOURCE KNOWBE4 TRAINING SUBSCRIPTION ITS	80677	10/11/2022	13,474.56
	Total Paid by Vendor					**13,474.56**
KONICA MINOLTA BUSINESS SOLUTIONS USA INC	1000-17-17100-515250-00000000-	9008905254	POP 09/06-10/05 KONICA MINOLTA COPIER SERVICES COH	80587	10/06/2022	412.05
	1000-17-17100-515250-00000000-	282922853	FY22 BLANKET PO KONICA MINOLTA COPIER SERVICES COH	80678	09/30/2022	137.21
	1000-17-17100-515250-00000000-	9008890243	FY22 BLANKET PO KONICA MINOLTA COPIER SERVICES COH	80678	09/30/2022	80.56
	Total Paid by Vendor					**629.82**
LAMAR AND ASSOCIATES LLC	1000-43-00000-515370-00000000-	SUBJUDGE 092822 AM	SUB JUDGE FOR MUNI CT ON 9/28/22	80147	09/30/2022	400.50
	Total Paid by Vendor					**400.50**
LANIER FORD SHAVER & PAYNE PC	1000-18-00000-515340-00000000-	163062	BLANKET - OUTSIDE LEGAL SERVICES	80680	10/11/2022	75.00
	1000-18-00000-515340-00000000-	163067	BLANKET - OUTSIDE LEGAL SERVICES	80680	10/11/2022	1,775.00
	1000-18-00000-515340-00000000-	163063	BLANKET - OUTSIDE LEGAL SERVICES	80680	10/11/2022	7,120.00
	1000-18-00000-515340-00000000-	163066	BLANKET - OUTSIDE LEGAL SERVICES	80680	10/11/2022	4,055.00
	1000-18-00000-515340-00000000-	163064	BLANKET - OUTSIDE LEGAL SERVICES	80680	10/11/2022	4,790.00
	1000-18-00000-515340-00000000-	163065	BLANKET - OUTSIDE LEGAL SERVICES	80680	10/11/2022	2,875.00
	1000-18-00000-515340-00000000-	163061	BLANKET - OUTSIDE LEGAL SERVICES	80680	10/11/2022	125.00
	1000-18-00000-515340-00000000-	163068	BLANKET - OUTSIDE LEGAL SERVICES	80680	10/11/2022	325.00
	1000-18-00000-515340-00000000-	163059	BLANKET - OUTSIDE LEGAL SERVICES	80680	10/11/2022	8,220.00
	1000-18-00000-515340-00000000-	163060	BLANKET - OUTSIDE LEGAL SERVICES	80680	10/11/2022	2,398.43
	Total Paid by Vendor					**31,758.43**
LEE COMPANY	1000-14-14300-513010-00000000-	LEE-382947	BLANKET PO PLUMBING REPAIR SERVICES	80448	09/30/2022	582.44
	1000-14-14300-513010-00000000-	LEE-386784	BLANKET PO PLUMBING REPAIR SERVICES	80590	09/30/2022	232.50
	Total Paid by Vendor					**814.94**
LEES MAGIC TUNNEL	1000-15-15100-513030-00000000-	31305	COM TX 092322/31305	80149	09/27/2022	37.00
	Total Paid by Vendor					**37.00**
LEXISNEXIS RISK SOLUTIONS	1000-17-17100-515250-00000000-	6952623-20230831P	RES. 22-720 ANALYSIS SOFTWARE FOR PD 2022-23	80449	09/30/2022	3,406.66
	1000-70-70200-515370-00000000-	1629841-20220930	RISK DATA MANAGEMENT FOR SEPT 2022	80449	09/30/2022	350.49

	Total Paid by Vendor					**3,757.15**
LINCOLN NATIONAL LIFE	1000-00-00000-210230-00000000-	873001032 9/18/2022	PPE 9/18/22 VOLUNTARY AD&D INSURANCE PREMIUMS	80150	09/27/2022	1,593.09
	1000-00-00000-210230-00000000-	860053256 9/18/2022	PPE 9/18/22 VOLUNTARY TERM LIFE INS PREMIUMS	80150	09/27/2022	19,648.87
	Total Paid by Vendor					**21,241.96**
LUMOS HOLDINGS US ACQUISITION CO	1000-42-42100-515050-00000000-	7182008	KETTLE BELL TRAINING EQUIPMENT	80450	09/30/2022	1,358.40
	Total Paid by Vendor					**1,358.40**
M & H FIRE AND SAFETY EQUIPMENT INC	1000-42-42100-515340-00000000-	104170	EXTINGUISHER REFILLS	80152	09/28/2022	147.75
	1000-42-42100-515340-00000000-	221026213	EXTINGUISHER RECHARGE BLANKET P.O.	80152	09/30/2022	310.65
	1000-42-42100-515340-00000000-	104366	EXTINGUISHER RECHARGE BLANKET P.O.	80152	09/30/2022	218.70
	1000-42-42100-515340-00000000-	104826	EXTINGUISHER RECHARGE BLANKET P.O.	80152	09/30/2022	74.40
	1000-42-42100-515340-00000000-	104238	EXTINGUISHER RECHARGE BLANKET P.O.	80152	09/30/2022	123.80
	1000-42-42100-515340-00000000-	103915	EXTINGUISHER RECHARGE BLANKET P.O.	80152	09/30/2022	51.45
	Total Paid by Vendor					**926.75**
MACKAY METERS INC	1000-53-53100-520500-00000000-	1062373C	POP: 06/01/22 - 05/31/23	PCard	10/11/2022	10,074.00
	1000-53-53100-520500-00000000-	1062373E	POP: 06/01/22 - 05/31/22	PCard	10/11/2022	1,302.00
	1000-53-53100-520500-00000000-	1062373D	POP: 06/01/22 - 05/31/22	PCard	10/11/2022	810.00
	Total Paid by Vendor					**12,186.00**
MADISON COUNTY AUTO PARTS INC	1000-15-15100-513030-00000000-	238521	NAPA TRX DATE 091322	80058	09/26/2022	1.90
	1000-15-15100-513030-00000000-	238521	NAPA TRX DATE 091322	80058	09/26/2022	3.16
	1000-15-15100-513030-00000000-	238521	NAPA TRX DATE 091322	80058	09/26/2022	3.62
	1000-15-15100-513030-00000000-	238521	NAPA TRX DATE 091322	80058	09/26/2022	3.66
	1000-15-15100-513030-00000000-	238521	NAPA TRX DATE 091322	80058	09/26/2022	4.30
	1000-15-15100-513030-00000000-	238521	NAPA TRX DATE 091322	80058	09/26/2022	4.88
	1000-15-15100-513030-00000000-	238521	NAPA TRX DATE 091322	80058	09/26/2022	11.00
	1000-15-15100-513030-00000000-	238521	NAPA TRX DATE 091322	80058	09/26/2022	12.15
	1000-15-15100-513030-00000000-	238521	NAPA TRX DATE 091322	80058	09/26/2022	12.20
	1000-15-15100-513030-00000000-	238521	NAPA TRX DATE 091322	80058	09/26/2022	13.13
	1000-15-15100-513030-00000000-	238521	NAPA TRX DATE 091322	80058	09/26/2022	15.54
	1000-15-15100-513030-00000000-	238521	NAPA TRX DATE 091322	80058	09/26/2022	15.85
	1000-15-15100-513030-00000000-	238521	NAPA TRX DATE 091322	80058	09/26/2022	15.98
	1000-15-15100-513030-00000000-	238521	NAPA TRX DATE 091322	80058	09/26/2022	17.99
	1000-15-15100-513030-00000000-	238521	NAPA TRX DATE 091322	80058	09/26/2022	18.00
	1000-15-15100-513030-00000000-	238521	NAPA TRX DATE 091322	80058	09/26/2022	22.65
	1000-15-15100-513030-00000000-	238521	NAPA TRX DATE 091322	80058	09/26/2022	26.08
	1000-15-15100-513030-00000000-	238521	NAPA TRX DATE 091322	80058	09/26/2022	26.10
	1000-15-15100-513030-00000000-	238521	NAPA TRX DATE 091322	80058	09/26/2022	31.58
	1000-15-15100-513030-00000000-	238521	NAPA TRX DATE 091322	80058	09/26/2022	36.71
	1000-15-15100-513030-00000000-	238521	NAPA TRX DATE 091322	80058	09/26/2022	38.00
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	1000-15-15100-513030-00000000-	238521	NAPA TRX DATE 091322	80058	09/26/2022	52.28
	1000-15-15100-513030-00000000-	238521	NAPA TRX DATE 091322	80058	09/26/2022	68.04
	1000-15-15100-513030-00000000-	238521	NAPA TRX DATE 091322	80058	09/26/2022	73.64
	1000-15-15100-513030-00000000-	238521	NAPA TRX DATE 091322	80058	09/26/2022	92.65
	1000-15-15100-513030-00000000-	238521	NAPA TRX DATE 091322	80058	09/26/2022	109.12
	1000-15-15100-513030-00000000-	238521	NAPA TRX DATE 091322	80058	09/26/2022	109.77
	1000-15-15100-513030-00000000-	238521	NAPA TRX DATE 091322	80058	09/26/2022	151.87
	1000-15-15100-513030-00000000-	238521	NAPA TRX DATE 091322	80058	09/26/2022	152.70
	1000-15-15100-513030-00000000-	238521	NAPA TRX DATE 091322	80058	09/26/2022	179.24
	1000-15-15100-513030-00000000-	238521	NAPA TRX DATE 091322	80058	09/26/2022	181.48
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	1000-15-15100-513030-00000000-	238521	NAPA TRX DATE 091322	80058	09/26/2022	837.20
	1000-15-15100-513030-00000000-	238521	NAPA TRX DATE 091322	80058	09/26/2022	902.60
	1000-15-15100-513030-00000000-	238522	NAPARETURNTRAN 091322	80058	09/26/2022	(18.00)
	1000-15-15100-513030-00000000-	238522	NAPARETURNTRAN 091322	80058	09/26/2022	(11.00)
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	1000-15-15100-513030-00000000-	238561	NAPA TRX DATE 091422	80058	09/26/2022	3.31
	1000-15-15100-513030-00000000-	238561	NAPA TRX DATE 091422	80058	09/26/2022	3.60
	1000-15-15100-513030-00000000-	238561	NAPA TRX DATE 091422	80058	09/26/2022	4.30
	1000-15-15100-513030-00000000-	238561	NAPA TRX DATE 091422	80058	09/26/2022	4.88
	1000-15-15100-513030-00000000-	238561	NAPA TRX DATE 091422	80058	09/26/2022	5.98
	1000-15-15100-513030-00000000-	238561	NAPA TRX DATE 091422	80058	09/26/2022	6.72
	1000-15-15100-513030-00000000-	238561	NAPA TRX DATE 091422	80058	09/26/2022	7.32
	1000-15-15100-513030-00000000-	238561	NAPA TRX DATE 091422	80058	09/26/2022	7.47
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	1000-15-15100-513030-00000000-	238561	NAPA TRX DATE 091422	80058	09/26/2022	8.17
	1000-15-15100-513030-00000000-	238561	NAPA TRX DATE 091422	80058	09/26/2022	8.42

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1000-15-15100-513030-00000000-	238561	NAPA TRX DATE 091422	80058	09/26/2022	12.20
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1000-15-15100-513030-00000000-	238561	NAPA TRX DATE 091422	80058	09/26/2022	13.19
1000-15-15100-513030-00000000-	238561	NAPA TRX DATE 091422	80058	09/26/2022	15.20
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1000-15-15100-513030-00000000-	238561	NAPA TRX DATE 091422	80058	09/26/2022	16.18
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1000-15-15100-513030-00000000-	238561	NAPA TRX DATE 091422	80058	09/26/2022	55.79
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1000-15-15100-513030-00000000-	238561	NAPA TRX DATE 091422	80058	09/26/2022	64.21
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1000-15-15100-513030-00000000-	238561	NAPA TRX DATE 091422	80058	09/26/2022	82.50
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1000-15-15100-513030-00000000-	238561	NAPA TRX DATE 091422	80058	09/26/2022	458.28
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1000-15-15100-513030-00000000-	238564	NAPARETURNTRAN 091422	80058	09/26/2022	(18.00)
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1000-15-15100-513030-00000000-	238618	NAPA TRX DATE 091522	80058	09/26/2022	4.88
1000-15-15100-513030-00000000-	238618	NAPA TRX DATE 091522	80058	09/26/2022	9.62
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1000-15-15100-513030-00000000-	238618	NAPA TRX DATE 091522	80058	09/26/2022	25.73
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1000-15-15100-513030-00000000-	238618	NAPA TRX DATE 091522	80058	09/26/2022	141.72
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1000-15-15100-513030-00000000-	238618	NAPA TRX DATE 091522	80058	09/26/2022	162.00
1000-15-15100-513030-00000000-	238618	NAPA TRX DATE 091522	80058	09/26/2022	238.19
1000-15-15100-513030-00000000-	238618	NAPA TRX DATE 091522	80058	09/26/2022	820.98
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1000-15-15100-513030-00000000-	238626	NAPARETURNTRAN 091522	80058	09/26/2022	(162.00)
1000-15-15100-513030-00000000-	238649	NAPA TRX DATE 091622	80058	09/26/2022	1.38
1000-15-15100-513030-00000000-	238649	NAPA TRX DATE 091622	80058	09/26/2022	1.88
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1000-15-15100-513030-00000000-	238649	NAPA TRX DATE 091622	80058	09/26/2022	3.16
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1000-15-15100-513030-00000000-	238649	NAPA TRX DATE 091622	80058	09/26/2022	4.88
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1000-15-15100-513030-00000000-	238649	NAPA TRX DATE 091622	80058	09/26/2022	5.71
1000-15-15100-513030-00000000-	238649	NAPA TRX DATE 091622	80058	09/26/2022	6.74
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1000-15-15100-513030-00000000-	238649	NAPA TRX DATE 091622	80058	09/26/2022	7.87
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1000-15-15100-513030-00000000-	238649	NAPA TRX DATE 091622	80058	09/26/2022	8.82
1000-15-15100-513030-00000000-	238649	NAPA TRX DATE 091622	80058	09/26/2022	9.10
1000-15-15100-513030-00000000-	238649	NAPA TRX DATE 091622	80058	09/26/2022	9.20
1000-15-15100-513030-00000000-	238649	NAPA TRX DATE 091622	80058	09/26/2022	11.30
1000-15-15100-513030-00000000-	238649	NAPA TRX DATE 091622	80058	09/26/2022	12.76
1000-15-15100-513030-00000000-	238649	NAPA TRX DATE 091622	80058	09/26/2022	15.85
1000-15-15100-513030-00000000-	238649	NAPA TRX DATE 091622	80058	09/26/2022	16.05
1000-15-15100-513030-00000000-	238649	NAPA TRX DATE 091622	80058	09/26/2022	18.00
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1000-15-15100-513030-00000000-	238817	NAPA TRX DATE 092122	80058	09/26/2022	528.86
1000-70-70200-513030-00000000-	238817	NAPA TRX DATE 092122	80058	09/26/2022	40.00
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1000-70-70200-513030-00000000-	238817	NAPA TRX DATE 092122	80058	09/26/2022	465.00
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1000-15-15100-513030-00000000-	238862	NAPA TRX DATE 092222	80058	09/26/2022	63.95
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1000-15-15100-513030-00000000-	238862	NAPA TRX DATE 092222	80058	09/26/2022	255.80
1000-15-15100-513030-00000000-	238862	NAPA TRX DATE 092222	80058	09/26/2022	410.49

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1000-15-15100-513030-00000000-	238862	NAPA TRX DATE 092222	80058	09/26/2022	584.26
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1000-15-15100-513030-00000000-	238862	NAPA TRX DATE 092222	80058	09/26/2022	600.00
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1000-55-55300-514010-00000000-	238816	FY22 VARIOUS FLUDIS, AUTOMOTIVE-PWS BLANKET	80154	09/27/2022	28.56
1000-15-15100-520500-00000000-	238438	SHOP EQUIPMENT	80154	09/28/2022	536.56
1000-15-15100-513030-00000000-	238915	NAPA TRX DATE 092322	80154	09/30/2022	3.16
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1000-15-15100-513030-00000000-	238915	NAPA TRX DATE 092322	80154	09/30/2022	5.71
1000-15-15100-513030-00000000-	238915	NAPA TRX DATE 092322	80154	09/30/2022	6.32
1000-15-15100-513030-00000000-	238915	NAPA TRX DATE 092322	80154	09/30/2022	9.00
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1000-15-15100-513030-00000000-	238915	NAPA TRX DATE 092322	80154	09/30/2022	126.52
1000-15-15100-513030-00000000-	238915	NAPA TRX DATE 092322	80154	09/30/2022	149.44
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1000-15-15100-513030-00000000-	238951	NAPA TRX DATE 092622	80154	09/30/2022	3.48
1000-15-15100-513030-00000000-	238951	NAPA TRX DATE 092622	80154	09/30/2022	3.60
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1000-15-15100-513030-00000000-	238951	NAPA TRX DATE 092622	80154	09/30/2022	4.97
1000-15-15100-513030-00000000-	238951	NAPA TRX DATE 092622	80154	09/30/2022	6.32
1000-15-15100-513030-00000000-	238951	NAPA TRX DATE 092622	80154	09/30/2022	7.47
1000-15-15100-513030-00000000-	238951	NAPA TRX DATE 092622	80154	09/30/2022	9.06
1000-15-15100-513030-00000000-	238951	NAPA TRX DATE 092622	80154	09/30/2022	12.20
1000-15-15100-513030-00000000-	238951	NAPA TRX DATE 092622	80154	09/30/2022	16.18
1000-15-15100-513030-00000000-	238951	NAPA TRX DATE 092622	80154	09/30/2022	18.00
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1000-15-15100-513030-00000000-	238951	NAPA TRX DATE 092622	80154	09/30/2022	37.40
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1000-15-15100-513030-00000000-	238951	NAPA TRX DATE 092622	80154	09/30/2022	119.86
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1000-15-15100-513030-00000000-	238951	NAPA TRX DATE 092622	80154	09/30/2022	162.50
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1000-15-15100-513030-00000000-	238951	NAPA TRX DATE 092622	80154	09/30/2022	197.59
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1000-15-15100-513030-00000000-	238951	NAPA TRX DATE 092622	80154	09/30/2022	624.21
1000-52-52100-514010-00000000-	238951	NAPA TRX DATE 092622	80154	09/30/2022	3.65
1000-52-52100-514010-00000000-	238951	NAPA TRX DATE 092622	80154	09/30/2022	4.88
1000-52-52100-514010-00000000-	238951	NAPA TRX DATE 092622	80154	09/30/2022	29.01
1000-52-52100-514010-00000000-	238951	NAPA TRX DATE 092622	80154	09/30/2022	33.36
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1000-15-15100-513030-00000000-	238977	NAPA TRX DATE 092722	80154	09/30/2022	1.04
1000-15-15100-513030-00000000-	238977	NAPA TRX DATE 092722	80154	09/30/2022	1.28
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1000-15-15100-513030-00000000-	239281	NAPA TRX DATE 100522	80591	10/07/2022	60.56
1000-15-15100-513030-00000000-	239281	NAPA TRX DATE 100522	80591	10/07/2022	73.18
1000-15-15100-513030-00000000-	239281	NAPA TRX DATE 100522	80591	10/07/2022	111.87
1000-15-15100-513030-00000000-	239281	NAPA TRX DATE 100522	80591	10/07/2022	138.34
1000-15-15100-513030-00000000-	239281	NAPA TRX DATE 100522	80591	10/07/2022	153.04
1000-15-15100-513030-00000000-	239281	NAPA TRX DATE 100522	80591	10/07/2022	155.17
1000-15-15100-513030-00000000-	239281	NAPA TRX DATE 100522	80591	10/07/2022	176.75
1000-15-15100-513030-00000000-	239281	NAPA TRX DATE 100522	80591	10/07/2022	218.58
1000-15-15100-513030-00000000-	239281	NAPA TRX DATE 100522	80591	10/07/2022	220.91
1000-52-52100-514010-00000000-	239281	NAPA TRX DATE 100522	80591	10/07/2022	153.04
1000-15-15100-513030-00000000-	239295	NAPARETURNTRAN 100522	80591	10/07/2022	(18.00)
1000-15-15100-513030-00000000-	239310	NAPA TRX DATE 100622	80591	10/07/2022	0.23

	1000-15-15100-513030-00000000-	239310	NAPA TRX DATE 100622	80591	10/07/2022	1.15
	1000-15-15100-513030-00000000-	239310	NAPA TRX DATE 100622	80591	10/07/2022	2.74
	1000-15-15100-513030-00000000-	239310	NAPA TRX DATE 100622	80591	10/07/2022	2.93
	1000-15-15100-513030-00000000-	239310	NAPA TRX DATE 100622	80591	10/07/2022	3.16
	1000-15-15100-513030-00000000-	239310	NAPA TRX DATE 100622	80591	10/07/2022	3.60
	1000-15-15100-513030-00000000-	239310	NAPA TRX DATE 100622	80591	10/07/2022	4.02
	1000-15-15100-513030-00000000-	239310	NAPA TRX DATE 100622	80591	10/07/2022	4.30
	1000-15-15100-513030-00000000-	239310	NAPA TRX DATE 100622	80591	10/07/2022	4.88
	1000-15-15100-513030-00000000-	239310	NAPA TRX DATE 100622	80591	10/07/2022	6.32
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	1000-15-15100-513030-00000000-	239310	NAPA TRX DATE 100622	80591	10/07/2022	9.22
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	1000-15-15100-513030-00000000-	239310	NAPA TRX DATE 100622	80591	10/07/2022	11.00
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	1000-15-15100-513030-00000000-	239310	NAPA TRX DATE 100622	80591	10/07/2022	14.81
	1000-15-15100-513030-00000000-	239310	NAPA TRX DATE 100622	80591	10/07/2022	15.85
	1000-15-15100-513030-00000000-	239310	NAPA TRX DATE 100622	80591	10/07/2022	18.00
	1000-15-15100-513030-00000000-	239310	NAPA TRX DATE 100622	80591	10/07/2022	18.46
	1000-15-15100-513030-00000000-	239310	NAPA TRX DATE 100622	80591	10/07/2022	29.01
	1000-15-15100-513030-00000000-	239310	NAPA TRX DATE 100622	80591	10/07/2022	30.96
	1000-15-15100-513030-00000000-	239310	NAPA TRX DATE 100622	80591	10/07/2022	33.36
	1000-15-15100-513030-00000000-	239310	NAPA TRX DATE 100622	80591	10/07/2022	36.82
	1000-15-15100-513030-00000000-	239310	NAPA TRX DATE 100622	80591	10/07/2022	39.52
	1000-15-15100-513030-00000000-	239310	NAPA TRX DATE 100622	80591	10/07/2022	47.37
	1000-15-15100-513030-00000000-	239310	NAPA TRX DATE 100622	80591	10/07/2022	50.13
	1000-15-15100-513030-00000000-	239310	NAPA TRX DATE 100622	80591	10/07/2022	60.44
	1000-15-15100-513030-00000000-	239310	NAPA TRX DATE 100622	80591	10/07/2022	62.73
	1000-15-15100-513030-00000000-	239310	NAPA TRX DATE 100622	80591	10/07/2022	66.29
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	1000-15-15100-513030-00000000-	239310	NAPA TRX DATE 100622	80591	10/07/2022	85.12
	1000-15-15100-513030-00000000-	239310	NAPA TRX DATE 100622	80591	10/07/2022	86.88
	1000-15-15100-513030-00000000-	239310	NAPA TRX DATE 100622	80591	10/07/2022	107.34
	1000-15-15100-513030-00000000-	239310	NAPA TRX DATE 100622	80591	10/07/2022	168.43
	1000-15-15100-513030-00000000-	239310	NAPA TRX DATE 100622	80591	10/07/2022	176.47
	1000-15-15100-513030-00000000-	239310	NAPA TRX DATE 100622	80591	10/07/2022	190.74
	1000-15-15100-513030-00000000-	239310	NAPA TRX DATE 100622	80591	10/07/2022	197.59
	1000-15-15100-513030-00000000-	239310	NAPA TRX DATE 100622	80591	10/07/2022	242.43
	1000-15-15100-513030-00000000-	239310	NAPA TRX DATE 100622	80591	10/07/2022	245.48
	1000-15-15100-513030-00000000-	239310	NAPA TRX DATE 100622	80591	10/07/2022	254.35
	1000-15-15100-513030-00000000-	239310	NAPA TRX DATE 100622	80591	10/07/2022	580.48
	1000-15-15100-513030-00000000-	239310	NAPA TRX DATE 100622	80591	10/07/2022	807.30
	1000-15-15100-513030-00000000-	239310	NAPA TRX DATE 100622	80591	10/07/2022	1,128.16
	1000-15-15100-513030-00000000-	239310	NAPA TRX DATE 100622	80591	10/07/2022	1,241.81
	1000-52-52100-514010-00000000-	239310	NAPA TRX DATE 100622	80591	10/07/2022	153.24
	1000-70-70200-513030-00000000-	239310	NAPA TRX DATE 100622	80591	10/07/2022	853.93
	1000-15-15100-513030-00000000-	239336	NAPARETURNTRAN 100622	80591	10/07/2022	(18.00)
	1000-55-55400-514010-00000000-	239242	FY23 VARIOUS FLUIDS, AUTOMOTIVE-PWS BLANKET	80682	10/11/2022	459.12
	1000-55-55400-514010-00000000-	239302	FY23 VARIOUS FLUIDS, AUTOMOTIVE-PWS BLANKET	80682	10/11/2022	225.84
	Total Paid by Vendor					**108,442.70**
MADISON COUNTY PROBATE JUDGE	1000-70-70200-515370-00000000-	483-9/2022	REIMBURSE ESTABLISHED PRE PAID ACCOUNT # 483	80153	09/28/2022	4,000.00
	Total Paid by Vendor					**4,000.00**
MARSH USA, INC	1000-19-00000-515220-00000000-	2021894	POLICY PERIOD 10/01/22-10/01/23	80583	10/06/2022	327,202.00
	1000-19-00000-515220-00000000-	1998158	POLICY PERIOD 10/1/22-10/1/23	80583	10/06/2022	350.00
	Total Paid by Vendor					**327,552.00**
MAUREEN K COOPER LLC	1000-16-16100-515370-00000000-	HEARING OFF 09/27/22	HEARING OFFICER SERV PROVIDED FOR FORMAL HEARING	80593	09/30/2022	800.00
	1000-16-16100-515370-00000000-	OCTOBER 7, 2022	HEARING OFFICER SERV PROVIDED FOR FORMAL HEARING	80684	10/11/2022	1,500.00
	Total Paid by Vendor					**2,300.00**
MCGRIFF TIRE CO INC	1000-15-15100-513030-00000000-	4660042872	COM TX 092322/4660042872	80156	09/27/2022	15.00
	1000-15-15100-513030-00000000-	4660042872	COM TX 092322/4660042872	80156	09/27/2022	375.00
	1000-15-15100-513030-00000000-	4660042872	COM TX 092322/4660042872	80156	09/27/2022	727.00
	1000-15-15100-513030-00000000-	4660043001	COM TX 092322/4660043001	80156	09/27/2022	374.76
	1000-15-15100-513030-00000000-	4660043041	COM TX 092322/4660043041	80156	09/27/2022	104.27
	1000-00-00000-140101-00000000-	4660043511	TIRES	80595	09/30/2022	1,255.00
	1000-00-00000-140101-00000000-	4660043510	TIRES	80595	09/30/2022	2,302.00
	1000-00-00000-140101-00000000-	4660043423	4660043423	80595	09/30/2022	1,875.00
	1000-00-00000-140101-00000000-	4660043424	TIRES	80595	09/30/2022	1,057.00
	1000-00-00000-140101-00000000-	4660043427	TIRES	80595	09/30/2022	552.00
	Total Paid by Vendor					**8,637.03**
MCKESSON MEDICAL SURGICAL GOVERNMENT	1000-42-42100-515340-00000000-	19910035	OXIMETER PULSE FINGER	80685	10/12/2022	3,650.39
	Total Paid by Vendor					**3,650.39**

MICHELE T HATCHER CHAPTER 13 TRUSTEE	1000-00-00000-210180-00000000-	283268	Payroll Run 1 - Warrant 221002	80509	10/07/2022	7,943.00
	Total Paid by Vendor					**7,943.00**
MICHIGAN STATE DISBURSEMENT UNIT	1000-00-00000-210180-00000000-	283279	Payroll Run 1 - Warrant 221002	80510	10/07/2022	355.63
	Total Paid by Vendor					**355.63**
MICROGENICS CORPORATION	1000-43-00000-515340-00000000-	934793	SUPPLIES FOR THE DRUG LAB / 256-427-7803 NETTA S	80159	09/30/2022	4,270.00
	1000-43-00000-515340-00000000-	930144	SUPPLIES FOR THE DRUG LAB / NETTA S. 256-427-7803	80688	09/30/2022	1,220.00
	Total Paid by Vendor					**5,490.00**
MOBILE COMMUNICATIONS AMERICA INC	1000-15-15100-513030-00000000-	631004045-1	COM TX 092322/631004045-1	80161	09/27/2022	23.73
	1000-15-15100-513030-00000000-	631004045-1	COM TX 092322/631004045-1	80161	09/27/2022	285.00
	Total Paid by Vendor					**308.73**
MODEL ENVIRONMENT LLC	1000-52-52100-515370-00000000-	INV025	HOMELESS CAMP CLEANUP (BLANKET)	80162	09/28/2022	800.00
	Total Paid by Vendor					**800.00**
MOTOROLA SOLUTIONS	1000-42-42100-515340-00000000-	8230384315	BLUETOOTH FLASH FOR UPGRADES	80453	09/30/2022	171.40
	Total Paid by Vendor					**171.40**
NAPS INC	1000-16-16100-515370-00000000-	5510	NAPS-OUTSIDE PROFESSIONAL SERVICES-BLANKET PO	80689	10/11/2022	499.50
	Total Paid by Vendor					**499.50**
NATIONAL CHILDRENS ADVOCACY CENTER	1000-14-14300-515460-00000000-	102022	OCT. 1 2022- SEPT. 30 2023 NCAC LEASE	80456	10/04/2022	45,000.00
	Total Paid by Vendor					**45,000.00**
NATIONAL SAFETY COUNCIL	1000-43-00000-515340-00000000-	INV69692	COURSE BOOKS	80165	09/30/2022	12,010.72
	Total Paid by Vendor					**12,010.72**
NATIONWIDE RETIREMENT SOLUTIONS	1000-00-00000-210220-00000000-	NATIONWDE CNT 221002	NATIONWIDE CONTRIBUTIONS 221002	80399	10/05/2022	118,209.42
	Total Paid by Vendor					**118,209.42**
NELSON NYGAARD CONSULTING ASSOCIATES INC	1000-74-74100-515370-PN200003-00003	83171	CONSULTING SERVICES FOR HSV TRANSIT IMPROVE PLAN	80166	09/28/2022	29,775.81
	Total Paid by Vendor					**29,775.81**
NEOGOV	1000-17-17400-520300-00000000-	INV-30429	22-504 NEOGOVE SINGLE SIGN ON ADDITION HR BY ITS	80691	10/11/2022	4,128.78
	Total Paid by Vendor					**4,128.78**
NEXAIR LLC	1000-15-15100-515340-00000000-	0010222707	SEPT 2022 SMALL CYLINDER MAINTENANCE	80168	09/28/2022	325.40
	1000-15-15100-515340-00000000-	0010197089	AUGUST 2022 CYLINDER RENTAL MAINTENANCE	80168	09/28/2022	486.01
	1000-15-15100-515340-00000000-	0010140504	FORKLIFT PROPANE	80168	09/28/2022	39.73
	1000-75-75200-515340-00000000-	0010268142	CYLINDER MAINTENANCE ***BLANKET PO***	80692	10/11/2022	62.87
	Total Paid by Vendor					**914.01**
NORFOLK SOUTHERN RAILWAY COMPANY	1000-14-14300-515460-00000000-	102022	2023 BLANKET LEASE CLEVELAND AVENUE	80457	10/04/2022	10,246.58
	Total Paid by Vendor					**10,246.58**
NORTH ALABAMA SPAY NEUTER CLINIC	1000-50-00000-515163-00000000-	2015133	BLANKET LISP/SPAY/NEUTER/RABIES	80599	09/30/2022	215.00
	1000-50-00000-515162-00000000-	2015135	BLANKET LISP/SPAY/NEUTER/RABIES	80599	09/30/2022	130.00
	1000-50-00000-515163-00000000-	2015135	BLANKET LISP/SPAY/NEUTER/RABIES	80599	09/30/2022	645.00
	Total Paid by Vendor					**990.00**
NUCO2 SUPPLY LLC	1000-30-30600-515340-00000000-	71038082	BLANKET CO2 SHOWERS POOL FY22 (SOLE SOURCE)	80600	09/30/2022	267.11
	1000-30-30100-515340-00000000-	70881119	BLANKET CO2 AQUATICS CNTR FY22 (SOLE SOURCE)	80600	09/30/2022	1,646.82
	1000-30-30100-515340-00000000-	71018641	BLANKET CO2 AQUATICS CNTR FY22 (SOLE SOURCE)	80600	09/30/2022	772.96
	1000-30-30100-515340-00000000-	71056655	BLANKET CO2 AQUATICS CNTR FY22 (SOLE SOURCE)	80600	09/30/2022	964.30
	1000-30-30100-515340-00000000-	71081511	BLANKET CO2 AQUATICS CNTR FY22 (SOLE SOURCE)	80600	09/30/2022	785.31
	Total Paid by Vendor					**4,436.50**
NYS CHILD SUPPORT PROCESSING (SDU)	1000-00-00000-210180-00000000-	283267	Payroll Run 1 - Warrant 221002	80511	10/07/2022	28.83
	Total Paid by Vendor					**28.83**
OCR WATER & FIRE PROTECTION AUTHORITY	1000-14-14100-515700-00000000-	010-01147-01093022	2022 BLANKET PO - FS# 19 UTILITIES WATER SERVICES	80458	09/30/2022	17.56
	1000-14-14100-515700-00000000-	010-01145-01093022	2022 BLANKET PO - FS# 19 UTILITIES WATER SERVICES	80458	09/30/2022	17.56
	1000-14-14100-515700-00000000-	010-01146-01093022	2022 BLANKET PO - FS# 19 UTILITIES WATER SERVICES	80458	09/30/2022	113.65
	Total Paid by Vendor					**148.77**
OFFICE OF PROSECUTION SERVICES	1000-00-00000-231500-00000000-	PRETRIAL SEPT 2022	MAINT OF PRETRIAL DIVERSION DATABASE	80608	09/30/2022	252.00
	Total Paid by Vendor					**252.00**
ON LINE INFORMATION SERVICE INC	1000-41-41204-515340-00000000-	17852-100122	ALACOURT SUBSCRIPTION BLANKET PO	80694	10/12/2022	157.00
	1000-16-16100-515370-00000000-	13402-100122	ALACOURT -OUTSIDE PROFESSIONAL SERVICE-BLANKET PO	80694	10/12/2022	145.00
	1000-18-00000-515340-00000000-	13390-100122	BLANKET - ALACOURT ONLINE SERVICES	80694	10/12/2022	317.50
	Total Paid by Vendor					**619.50**
ON TIME AUTO SUPPLY	1000-42-42200-515130-00000000-	083852	SELECT RACK/PROPORTIONER KIT	80695	10/12/2022	1,400.00
	Total Paid by Vendor					**1,400.00**
ORANGE AND BLUE INC	1000-15-15100-515340-00000000-	P55232749	STOCK-OFFICE	80119	09/28/2022	329.85
	1000-41-41100-515340-00000000-	P54955333	BATTERIES FOR STOCK	80639	09/30/2022	509.60
	1000-17-17300-520200-00000000-	P55852445	QUOTE P54017873 WO157003	80639	10/12/2022	167.97
	Total Paid by Vendor					**1,007.42**
PARK SUPPLY COMPANY INC	1000-14-14300-513010-00000000-	S2169007.001	2022 BLANKET PO - 25% OFF NOT LISTED ON CONTRACT	80171	09/27/2022	130.71
	1000-14-14300-513010-00000000-	S2169347.001	2022 BLANKET PO - 25% OFF NOT LISTED ON CONTRACT	80171	09/27/2022	11.64
	1000-14-14300-513010-00000000-	S2169686.001	2022 BLANKET PO - 25% OFF NOT LISTED ON CONTRACT	80171	09/27/2022	743.68
	1000-14-14300-513010-00000000-	S2169692.001	2022 BLANKET PO - 25% OFF NOT LISTED ON CONTRACT	80171	09/27/2022	212.36
	1000-30-30400-515340-00000000-	S2157475.001	BALL STOPS FOR SAND VOLLEYBALL AT JOHN HUNT	80172	09/28/2022	401.94
	1000-14-14300-513010-00000000-	S2170432.001	2022 BLANKET PO - 25% OFF NOT LISTED ON CONTRACT	80459	09/30/2022	735.26
	1000-14-14300-515610-00000000-	S2170837.001	2022 BLANKET PO TOOLS - 25% OFF NOT LISTED CONTRA	80459	09/30/2022	20.32
	1000-14-14300-513010-00000000-	S2171344.001	2022 BLANKET PO - 25% OFF NOT LISTED ON CONTRACT	80603	09/30/2022	333.13

	Total Paid by Vendor					**2,589.04**
PASSPORT LABS INC	1000-53-53100-515044-00000000-	INV-1033756	MOBILE PAY PARKING TRANSACTION FEE - BLANKET	80698	09/30/2022	1,219.50
	Total Paid by Vendor					**1,219.50**
PATRICIA ANN FULMER	1000-52-52900-515370-00000000-	22-04 SEPT	YOGA FOR HAYS - (BLANKET)	80498	09/30/2022	50.00
	Total Paid by Vendor					**50.00**
PCARD PAYMENTS	1000-14-14300-513010-00000000-	282620	CREDIT FOR TAXES CHARGED ON PREVIOUS TRANSACTION	PCard	09/26/2022	(9.54)
	1000-14-14300-513010-00000000-	282621	FIBERGLASS INSULATION FOR WO# 160445	PCard	09/26/2022	115.54
	1000-14-14300-513010-00000000-	282622	MATERIAL FOR WO# 160527	PCard	09/26/2022	64.92
	1000-41-41100-515340-00000000-	282623	SEX OFFENDER NOTIFICATIONS	PCard	09/26/2022	91.20
	1000-41-41100-515020-00000000-	282624	SUPPLIES- NORTH PREC ICE CREAM SOCIAL	PCard	09/26/2022	154.82
	1000-41-41100-515340-00000000-	282625	SUPPLIES- CRIME SCENE	PCard	09/26/2022	21.55
	1000-41-41100-515020-00000000-	282626	SUPPLIES- HALLOWEEN EVENT	PCard	09/26/2022	209.96
	1000-41-41100-515340-00000000-	282627	SUPPLIES- CRIME SCENE	PCard	09/26/2022	42.77
	1000-14-14300-513010-00000000-	282628	MATERIALS NEEDED TO COMPLETE WO# 160502	PCard	09/26/2022	15.95
	1000-55-55300-515340-00000000-	282629	ALL WEATHER BAIT CHUNX- RODENT CONTROL	PCard	09/26/2022	109.12
	1000-41-41305-515790-00000000-	282630	CUNNINGHAM/COLLIGAN- MONTGOMERY, AL- HOTEL	PCard	09/26/2022	178.65
	1000-75-75300-515340-00000000-	282631	REFUND FOR PURCHASE	PCard	09/26/2022	(19.75)
	1000-75-75300-515340-00000000-	282632	ITEMS FOR FIELD GPS	PCard	09/26/2022	19.75
	1000-75-75300-515340-00000000-	282633	RE-PURCHASE OF ITEMS FOR FIELD GPS	PCard	09/26/2022	19.75
	1000-14-14300-513010-00000000-	282634	MATERIAL NEEDED FOR WO# 160426	PCard	09/26/2022	135.98
	1000-51-00000-515520-00000000-	282635	CORN STALKS/CEMETERY STROLL	PCard	09/26/2022	10.00
	1000-50-00000-515670-00000000-	282637	POUCH HOLDER FOR ANIMAL SERVICE OFFICERS' BATON	PCard	09/26/2022	22.94
	1000-41-41101-515790-00000000-	282638	JEFFORD WRIGHT- LAS VEGAS, NV- AIRLINE	PCard	09/26/2022	1,067.19
	1000-55-55400-515340-00000000-	282639	CDL KNOWLEDGE TEST JACOB DUPREE	PCard	09/26/2022	26.00
	1000-55-55400-515340-00000000-	282640	CDL PERMIT JACOB DUPREE	PCard	09/26/2022	37.70
	1000-16-16100-515340-00000000-	282641	ACADEMY SPORTS #265- ROLLING CARTS PURCHASED FOR H	PCard	09/26/2022	149.97
	1000-41-41100-515020-00000000-	282723	SUPPLIES- HALLOWEEN EVENT	PCard	09/26/2022	1,038.19
	1000-41-41100-515020-00000000-	282724	SUPPLIES- HALLOWEEN EVENT	PCard	09/26/2022	696.00
	1000-41-41100-515020-00000000-	282725	SUPPLIES- HALLOWEEN EVENT	PCard	09/26/2022	1,668.03
	1000-41-41100-515020-00000000-	282726	SUPPLIES- HALLOWEEN EVENT	PCard	09/26/2022	1,180.34
	1000-41-41305-515340-00000000-	282727	SUPPLIES- FIRING RANGE	PCard	09/26/2022	73.30
	1000-41-41305-515340-00000000-	282728	SUPPLIES- FIRING RANGE	PCard	09/26/2022	45.52
	1000-53-53200-513010-PK1055XX-	282729	THE HOME DEPOT #0804 MAINTENANCE ITEMS FOR PARKING	PCard	09/26/2022	79.07
	1000-53-53200-513010-PK1040XX-	282730	THE HOME DEPOT #0804 MAINTENANCE ITEMS FOR GARAGE	PCard	09/26/2022	254.33
	1000-15-15100-515790-00000000-	282731	AMZN ASE TRAINING GUIDES	PCard	09/26/2022	765.93
	1000-50-00000-515160-00000000-	282733	SPECIAL FELINE MOM AND KITTEN FOOD	PCard	09/26/2022	59.67
	1000-41-41101-515790-00000000-	282734	JEFFORD WRIGHT- LAS VEGAS, NV- AIRLINE	PCard	09/26/2022	1,067.19
	1000-41-41101-515790-00000000-	282735	JONATHAN WARE- LAS VEAGS, NV- HOTEL (I NIGHT ADVAN	PCard	09/26/2022	100.91
	1000-41-41101-515790-00000000-	282736	JEFFORD WRIGHT- LAS VEAGS, NV- HOTEL (I NIGHT ADVA	PCard	09/26/2022	100.91
	1000-55-55300-515340-00000000-	282737	POCKET NOTEBOOKS	PCard	09/27/2022	47.40
	1000-18-00000-515790-00000000-	282740	LODGING FOR EDDIE BLAIR FOR FALL MUNICIPAL SEMINAR	PCard	09/27/2022	740.25
	1000-73-73100-520500-00000000-	282741	NOISE METERS	PCard	09/27/2022	434.49
	1000-41-41100-515340-00000000-	282742	SUPPLIES-ID FINGERPRINT KIT	PCard	09/27/2022	314.76
	1000-41-41100-515340-00000000-	282743	OVERNIGHT MAIL SERVICE	PCard	09/27/2022	41.67
	1000-70-70200-515370-00000000-	282928	64-PROPERTY MAINTENACE AND HOUING INSPECTOR EXAM F	PCard	09/26/2022	230.00
	1000-14-14300-513010-00000000-	282929	RANGE KNOB FOR WO# 160365	PCard	09/27/2022	22.49
	1000-41-41100-513040-00000000-	282930	OXYGEN UNIT MAINTENANCE	PCard	09/28/2022	208.00
	1000-14-14300-515610-00000000-	282931	TRUCK STOCK	PCard	09/28/2022	52.14
	1000-41-41100-515020-00000000-	282932	SUPPLIES-HALLOWEEN EVENT	PCard	09/28/2022	908.56
	1000-41-41100-515020-00000000-	282933	SUPPLIES-HALLOWEEN EVENT	PCard	09/28/2022	99.90
	1000-14-14300-513010-00000000-	282934	MATERIALS FOR WO# 160251	PCard	09/28/2022	34.97
	1000-15-15100-515790-00000000-	282935	AMZN MKTP SHIPPING REFUND	PCard	09/28/2022	(4.35)
	1000-15-15100-515790-00000000-	282936	AMZN MKTP REFUND SHIPPING	PCard	09/28/2022	(1.64)
	1000-50-00000-515340-00000000-	282937	TONER CARTRIDGE FOR CLERK	PCard	09/28/2022	99.89
	1000-41-41204-515790-00000000-	282938	GASBARRO/KELLOGG-CULLMAN AL REGISTRATION	PCard	09/28/2022	1,310.00
	1000-41-41100-513040-00000000-	282939	HPD GYM REPAIR & MAINTENANCE	PCard	09/28/2022	355.00
	1000-41-41204-515790-00000000-	282949	STRATMAN/PITTMAN CULLMAN AL REGISTRATION	PCard	09/30/2022	1,310.00
	1000-42-42100-515050-00000000-	283822	AMZN Mktp US MEDICAL SUPPLIES	PCard	09/26/2022	507.89
	1000-13-13100-515340-00000000-	283823	11" PRESSURE SEAL BLANK 4UP W2 FORMS FULFILLMENT C	PCard	09/26/2022	768.29
	1000-12-12100-515340-00000000-	283824	PP*Tax Collector of Madis RECORDING OF DEEDS	PCard	09/26/2022	285.71
	1000-42-42100-515340-00000000-	283825	THE HOME DEPOT #0804, PLUG FOR BATTERY CHARGE REPA	PCard	09/26/2022	3.42
	1000-42-42100-515340-00000000-	283826	IN *SHINERZ SHOWCAR PRODU, WASH MITTS FOR TRUCK WA	PCard	09/26/2022	6.82
	1000-70-70200-515340-00000000-	283827	MATERIALS FOR BOARD AND SECURE AT 325 SOUTH PLYMOU	PCard	09/26/2022	148.42
	1000-74-74300-515340-00000000-	283828	SONY RECORDER (BOZA)	PCard	09/26/2022	170.32
	1000-53-53200-513010-00000000-	283830	O'REILLY AUTO PARTS 1953 WINDOW TINT FOR PARKING	PCard	09/27/2022	100.44
	1000-14-14300-515340-00000000-	283831	KEY COLLECTION ENVELOPES	PCard	09/27/2022	295.61
	1000-75-75100-515790-00000000-	283832	IMSA FEES FOR NEW EMPLOYEES	PCard	09/27/2022	150.00
	1000-42-42100-515340-00000000-	283833	REGISTER@FAA 344PEAT 3 DRONE REGISTRATIONS	PCard	09/27/2022	15.00
	1000-30-30200-515340-00000000-	283834	FALL BREAK CAMP - SPECIAL POPS	PCard	09/28/2022	84.73
	1000-30-30200-515340-00000000-	283835	FALL BREAK CAMP-SPECIAL POPS	PCard	09/28/2022	186.77

	1000-17-17100-515790-00000000-	283837	UDEMY SUBSCRIPTION AUTUMN KLINE SUBSCRIPTION FOR T	PCard	09/28/2022	199.00
	1000-52-52200-515340-00000000-	283838	SUPPLIES FOR COMMUNITY EVENT - SPECIAL EVENTS	PCard	09/28/2022	28.36
	1000-53-53200-513010-00000000-	283839	THE HOME DEPOT #0804 REFLECTIVE STRIPS FOR GARAG	PCard	09/28/2022	25.94
	1000-53-53200-513010-00000000-	283840	O'REILLY AUTO PARTS 1953 FLOOR MATT FOR GARAGE	PCard	09/28/2022	59.99
	1000-75-75300-515340-00000000-	283841	ITEMS FOR SIGNAL CALL VAN	PCard	09/28/2022	92.47
	1000-42-42200-515130-00000000-	283842	PAYPAL ELSON SHEETS FOR CADETS AND FF QUARTERS	PCard	09/28/2022	1,800.00
	1000-53-53200-513010-PK1040XX-	283843	AMZN Mktp US GARAGE "O" MAINTENANCE	PCard	09/28/2022	25.90
	1000-55-55300-515340-00000000-	283846	DESK FURNITURE	PCard	09/28/2022	395.76
	1000-14-14300-513010-00000000-	283847	WATER FILTER FOR WO#160669	PCard	09/29/2022	52.06
	1000-17-17100-515790-00000000-	283848	SQ *DATA VENTURES LLC LASERFICHE TRAINING MARGARET	PCard	09/29/2022	127.50
	1000-14-14300-513010-00000000-	283849	SURGE PROTECTOR FOR WO#160426	PCard	09/29/2022	12.54
	1000-14-14300-513010-00000000-	283850	CONTRACTED SERVICES FOR WO#160425	PCard	09/29/2022	709.54
	1000-52-52900-515520-00000000-	283851	CRAFT MATERIALS FOR FALL BREAK EDUCATION ACTIVITIE	PCard	09/29/2022	21.54
	1000-52-52900-515520-00000000-	283852	CRAFT MATERIALS FOR FALL BREAK ACTIVITIES - HAYS/G	PCard	09/29/2022	81.10
	1000-42-42100-515340-00000000-	283853	THE HOME DEPOT #0804, PADLOCKS FOR MOBILE SIGN TRA	PCard	09/29/2022	69.96
	1000-55-55400-515340-00000000-	283858	CDL SKILLS TEST TYLER FLIPPO	PCard	09/29/2022	22.00
	1000-73-73100-515370-00000000-	283859	EQUIPMENT FOR SEISMOGRAPHS	PCard	09/29/2022	883.25
	1000-14-14300-513010-00000000-	283860	MATERIAL FOR WO#160638	PCard	09/30/2022	50.26
	1000-14-14300-513010-00000000-	283861	WASP KILLER FOR TRUCK STOCK	PCard	09/30/2022	83.76
	1000-75-75300-515340-00000000-	283862	ITEMS FOR SIGNAL CONSTRUCTION CREW	PCard	09/30/2022	440.40
	1000-41-41100-515340-00000000-	283863	SUPPLIES-POLICE SUPPLY	PCard	09/30/2022	145.94
	1000-41-41100-515020-00000000-	283864	SUPPLIES-HALLOWEEN EVENT	PCard	09/30/2022	521.95
	1000-42-42100-515340-00000000-	283866	SAMSCLUB #4776 TV FOR TRAINING	PCard	09/30/2022	1,199.00
	1000-55-55400-515340-00000000-	283867	CHAINSAW BLADES	PCard	09/30/2022	217.11
	1000-50-00000-515670-00000000-	283868	SHEATH POUCH HOLSTER FOR OFFICER'S BATONS	PCard	09/30/2022	231.38
	1000-14-14300-513010-00000000-	283873	PARTS TO REPAIR AC FOR WO#160588	PCard	09/30/2022	73.29
	1000-41-41305-515790-00000000-	283874	MATT EDGER ROCOC HOMICIDE CONFERENCE MOBILE, AL	PCard	09/30/2022	331.32
	1000-41-41305-515790-00000000-	283875	JEFFREY KREITER ROCOC HOMICIDE CONFERENCE MOBILE,	PCard	09/30/2022	372.36
	1000-43-00000-515340-00000000-	283876	USPS PO 0142430801 / CRO EXPRESS DOCUMENTS	PCard	09/30/2022	26.95
	1000-14-14300-513010-00000000-	283877	LOCKS FOR WO# 160672	PCard	09/30/2022	105.00
	1000-41-41305-515790-00000000-	283878	SNIPES/MCDOWELL- NASHVILLE, TN- HOTEL	PCard	10/03/2022	871.10
	1000-14-14300-513010-00000000-	283879	PANEL BOARD KEY FOR WO# 160680	PCard	10/03/2022	148.20
	1000-14-14300-513010-00000000-	283880	BATTERIES FOR WO# 160721	PCard	10/03/2022	12.56
	1000-41-41250-515340-00000000-	283881	SUPPLIES- SOD (TSU)	PCard	10/03/2022	87.69
	1000-52-52900-515010-00000000-	283882	COMMUNITY EVENT ANNOUNCEMENT POSTS - GREEN TEAM	PCard	10/03/2022	25.11
	1000-14-14300-513010-00000000-	283883	C CLAMPS FOR TRUCK STOCK	PCard	10/03/2022	39.94
	1000-75-75300-515340-00000000-	283884	ITEMS FOR FIBER INSTALLATION	PCard	10/03/2022	56.14
	1000-14-14300-513010-00000000-	283885	BREAKERS FOR WO#160696	PCard	10/03/2022	364.72
	1000-75-75100-515340-00000000-	283886	LC & E STAMP FOR GARRIS BUGG	PCard	10/03/2022	32.00
	1000-41-41305-515790-00000000-	283887	RICHARD SIEVERS- PRATTVILLE, AL- HOTEL	PCard	10/03/2022	112.88
	1000-74-74300-515340-00000000-	283888	PURCHASE OF FIELD SUPPLIES FOR ZONING & SIGN ENFOR	PCard	10/03/2022	413.63
	1000-74-74100-515340-00000000-	283891	FACEBOOK AD FOR UPCOMING MUSIC OFFICE EVENT	PCard	10/03/2022	20.00
	1000-55-55400-515340-00000000-	283893	CDL LICENSE HUNTER THOMPSON	PCard	10/03/2022	68.90
	1000-17-17100-515250-00000000-	283894	RACKSPACE CLOUD GIS AND PLANNING SOFTWARE RACKSPAC	PCard	10/03/2022	18.09
	1000-14-14300-513010-00000000-	283895	BARREL BOLT FOR WO# 160690	PCard	10/03/2022	15.96
	1000-41-41101-515340-00000000-	283896	SUPPLIES (POLYGRAPH)- IA	PCard	10/04/2022	128.71
	1000-14-14300-513010-00000000-	283897	HOG RINGS FOR WO#160715	PCard	10/04/2022	43.89
	1000-55-55300-515340-00000000-	283898	MICROFIBER CLOTHS, FOLDERS	PCard	10/04/2022	71.77
	1000-43-00000-515340-00000000-	283899	TFS*MICROGENICS CORP / DRUG LAB PURCHASE - NOT ON	PCard	10/04/2022	92.40
	1000-52-52900-515520-00000000-	283900	CRAFT MATERIALS FOR FALL BREAK AT HAYS	PCard	10/04/2022	36.84
	1000-41-41305-515340-00000000-	283901	SUPPLIES- ACADEMY	PCard	10/05/2022	47.81
	1000-14-14300-513010-00000000-	283902	REPLACEMENT TOILET FOR MOBILE RESTROOM WO# 160725	PCard	10/05/2022	596.66
	1000-14-14300-513010-00000000-	283903	TRUCK STOCK	PCard	10/05/2022	35.11
	1000-55-55400-515340-00000000-	283904	AIR SPRAYS FOR STOCK	PCard	10/05/2022	62.16
	1000-14-14300-513010-00000000-	283905	MATERIALS FOR WO# 160875 - UNAVAILABLE AT ON BID V	PCard	10/05/2022	32.32
	1000-14-14300-513010-00000000-	283907	MATERIALS FOR WO# 160912	PCard	10/06/2022	36.89
	1000-14-14300-513010-00000000-	283908	MATERIALS FOR WO# 160927	PCard	10/06/2022	45.22
	1000-14-14100-515790-00000000-	283909	RENEWAL CLASS B COMMERCIAL LICENSE FOR BRADLEY FOR	PCard	10/06/2022	56.25
	1000-14-14300-513010-00000000-	283910	BATTERIES FOR WO# 160991	PCard	10/07/2022	35.11
	Total Paid by Vendor					**30,534.50**
PERFORMANCE TIRE & SERVICE CENTER LLC	1000-00-00000-140101-00000000-	98202	TIRES	80461	09/30/2022	766.40
	Total Paid by Vendor					**766.40**
PILEUM CORPORATION	1000-41-41110-515340-00000000-	P83019	FUSUS SERVICE AGREEMENT	80604	09/30/2022	125,000.00
	Total Paid by Vendor					**125,000.00**
PLANET TECHNOLOGIES INC	1000-17-17100-515370-00000000-	134127	RES 22-332 PLANET TECHNOLOGIES PROFESSIONAL SERVIC	80462	10/04/2022	5,220.00
	Total Paid by Vendor					**5,220.00**
POLL WORKER PAYMENTS	1000-12-12100-515100-00000000-	CORUNOF10001		80191	09/30/2022	150.00
	1000-12-12100-515100-00000000-	CORUNOF10002		80192	09/30/2022	150.00
	1000-12-12100-515100-00000000-	CORUNOF10003		80193	09/30/2022	150.00
	1000-12-12100-515100-00000000-	CORUNOF10004		80293	09/30/2022	200.00

1000-12-12100-515100-00000000-	CORUNOF10005		80209	09/30/2022	150.00
1000-12-12100-515100-00000000-	CORUNOF10006		80210	09/30/2022	150.00
1000-12-12100-515100-00000000-	CORUNOF10007		80211	09/30/2022	150.00
1000-12-12100-515100-00000000-	CORUNOF10008		80212	09/30/2022	150.00
1000-12-12100-515100-00000000-	CORUNOF10009		80287	09/30/2022	200.00
1000-12-12100-515100-00000000-	CORUNOF10010		80288	09/30/2022	200.00
1000-12-12100-515100-00000000-	CORUNOF10011		80194	09/30/2022	150.00
1000-12-12100-515100-00000000-	CORUNOF10012		80195	09/30/2022	150.00
1000-12-12100-515100-00000000-	CORUNOF10013		80196	09/30/2022	150.00
1000-12-12100-515100-00000000-	CORUNOF10014		80197	09/30/2022	150.00
1000-12-12100-515100-00000000-	CORUNOF10015		80232	09/30/2022	150.00
1000-12-12100-515100-00000000-	CORUNOF10016		80233	09/30/2022	150.00
1000-12-12100-515100-00000000-	CORUNOF10017		80276	09/30/2022	200.00
1000-12-12100-515100-00000000-	CORUNOF10018		80234	09/30/2022	150.00
1000-12-12100-515100-00000000-	CORUNOF10019		80275	09/30/2022	200.00
1000-12-12100-515100-00000000-	CORUNOF10020		80235	09/30/2022	150.00
1000-12-12100-515100-00000000-	CORUNOF10021		80236	09/30/2022	150.00
1000-12-12100-515100-00000000-	CORUNOF10022		80237	09/30/2022	150.00
1000-12-12100-515100-00000000-	CORUNOF10023		80273	09/30/2022	200.00
1000-12-12100-515100-00000000-	CORUNOF10024		80274	09/30/2022	200.00
1000-12-12100-515100-00000000-	CORUNOF10025		80238	09/30/2022	150.00
1000-12-12100-515100-00000000-	CORUNOF10026		80239	09/30/2022	150.00
1000-12-12100-515100-00000000-	CORUNOF10027		80272	09/30/2022	200.00
1000-12-12100-515100-00000000-	CORUNOF10028		80240	09/30/2022	150.00
1000-12-12100-515100-00000000-	CORUNOF10029		80271	09/30/2022	200.00
1000-12-12100-515100-00000000-	CORUNOF10030		80241	09/30/2022	150.00
1000-12-12100-515100-00000000-	CORUNOF10031		80242	09/30/2022	150.00
1000-12-12100-515100-00000000-	CORUNOF10032		80243	09/30/2022	150.00
1000-12-12100-515100-00000000-	CORUNOF10033		80269	09/30/2022	200.00
1000-12-12100-515100-00000000-	CORUNOF10034		80270	09/30/2022	200.00
1000-12-12100-515100-00000000-	CORUNOF10035		80244	09/30/2022	150.00
1000-12-12100-515100-00000000-	CORUNOF10036		80245	09/30/2022	150.00
1000-12-12100-515100-00000000-	CORUNOF10037		80246	09/30/2022	150.00
1000-12-12100-515100-00000000-	CORUNOF10038		80268	09/30/2022	200.00
1000-12-12100-515100-00000000-	CORUNOF10039		80281	09/30/2022	200.00
1000-12-12100-515100-00000000-	CORUNOF10040		80228	09/30/2022	150.00
1000-12-12100-515100-00000000-	CORUNOF10041		80229	09/30/2022	150.00
1000-12-12100-515100-00000000-	CORUNOF10042		80278	09/30/2022	200.00
1000-12-12100-515100-00000000-	CORUNOF10043		80216	09/30/2022	150.00
1000-12-12100-515100-00000000-	CORUNOF10044		80217	09/30/2022	150.00
1000-12-12100-515100-00000000-	CORUNOF10045		80283	09/30/2022	200.00
1000-12-12100-515100-00000000-	CORUNOF10046		80284	09/30/2022	200.00
1000-12-12100-515100-00000000-	CORUNOF10047		80218	09/30/2022	150.00
1000-12-12100-515100-00000000-	CORUNOF10048		80219	09/30/2022	150.00
1000-12-12100-515100-00000000-	CORUNOF10049		80220	09/30/2022	150.00
1000-12-12100-515100-00000000-	CORUNOF10050		80282	09/30/2022	200.00
1000-12-12100-515100-00000000-	CORUNOF10051		80224	09/30/2022	150.00
1000-12-12100-515100-00000000-	CORUNOF10052		80225	09/30/2022	150.00
1000-12-12100-515100-00000000-	CORUNOF10053		80226	09/30/2022	150.00
1000-12-12100-515100-00000000-	CORUNOF10054		80227	09/30/2022	150.00
1000-12-12100-515100-00000000-	CORUNOF10055		80279	09/30/2022	200.00
1000-12-12100-515100-00000000-	CORUNOF10056		80230	09/30/2022	150.00
1000-12-12100-515100-00000000-	CORUNOF10057		80231	09/30/2022	150.00
1000-12-12100-515100-00000000-	CORUNOF10058		80277	09/30/2022	200.00
1000-12-12100-515100-00000000-	CORUNOF10059		80221	09/30/2022	150.00
1000-12-12100-515100-00000000-	CORUNOF10060		80280	09/30/2022	200.00
1000-12-12100-515100-00000000-	CORUNOF10061		80222	09/30/2022	150.00
1000-12-12100-515100-00000000-	CORUNOF10062		80223	09/30/2022	150.00
1000-12-12100-515100-00000000-	CORUNOF10063		80300	09/30/2022	200.00
1000-12-12100-515100-00000000-	CORUNOF10064		80181	09/30/2022	150.00
1000-12-12100-515100-00000000-	CORUNOF10065		80182	09/30/2022	150.00
1000-12-12100-515100-00000000-	CORUNOF10066		80296	09/30/2022	200.00
1000-12-12100-515100-00000000-	CORUNOF10067		80297	09/30/2022	200.00
1000-12-12100-515100-00000000-	CORUNOF10068		80183	09/30/2022	150.00
1000-12-12100-515100-00000000-	CORUNOF10069		80184	09/30/2022	150.00
1000-12-12100-515100-00000000-	CORUNOF10070		80185	09/30/2022	150.00
1000-12-12100-515100-00000000-	CORUNOF10071		80186	09/30/2022	150.00
1000-12-12100-515100-00000000-	CORUNOF10072		80294	09/30/2022	200.00
1000-12-12100-515100-00000000-	CORUNOF10073		80295	09/30/2022	200.00
1000-12-12100-515100-00000000-	CORUNOF10074		80175	09/30/2022	150.00

	1000-12-12100-515100-00000000-	CORUNOF10075		80299	09/30/2022	200.00
	1000-12-12100-515100-00000000-	CORUNOF10076		80176	09/30/2022	150.00
	1000-12-12100-515100-00000000-	CORUNOF10077		80177	09/30/2022	150.00
	1000-12-12100-515100-00000000-	CORUNOF10078		80178	09/30/2022	150.00
	1000-12-12100-515100-00000000-	CORUNOF10079		80179	09/30/2022	150.00
	1000-12-12100-515100-00000000-	CORUNOF10080		80180	09/30/2022	150.00
	1000-12-12100-515100-00000000-	CORUNOF10081		80298	09/30/2022	200.00
	1000-12-12100-515100-00000000-	CORUNOF10082		80173	09/30/2022	150.00
	1000-12-12100-515100-00000000-	CORUNOF10083		80303	09/30/2022	200.00
	1000-12-12100-515100-00000000-	CORUNOF10084		80174	09/30/2022	150.00
	1000-12-12100-515100-00000000-	CORUNOF10085		80301	09/30/2022	200.00
	1000-12-12100-515100-00000000-	CORUNOF10086		80302	09/30/2022	200.00
	1000-12-12100-515100-00000000-	CORUNOF10087		80198	09/30/2022	150.00
	1000-12-12100-515100-00000000-	CORUNOF10088		80199	09/30/2022	150.00
	1000-12-12100-515100-00000000-	CORUNOF10089		80200	09/30/2022	150.00
	1000-12-12100-515100-00000000-	CORUNOF10090		80201	09/30/2022	150.00
	1000-12-12100-515100-00000000-	CORUNOF10091		80291	09/30/2022	200.00
	1000-12-12100-515100-00000000-	CORUNOF10092		80292	09/30/2022	200.00
	1000-12-12100-515100-00000000-	CORUNOF10093		80202	09/30/2022	150.00
	1000-12-12100-515100-00000000-	CORUNOF10094		80203	09/30/2022	150.00
	1000-12-12100-515100-00000000-	CORUNOF10095		80204	09/30/2022	150.00
	1000-12-12100-515100-00000000-	CORUNOF10096		80205	09/30/2022	150.00
	1000-12-12100-515100-00000000-	CORUNOF10097		80206	09/30/2022	150.00
	1000-12-12100-515100-00000000-	CORUNOF10098		80207	09/30/2022	150.00
	1000-12-12100-515100-00000000-	CORUNOF10099		80208	09/30/2022	150.00
	1000-12-12100-515100-00000000-	CORUNOF10100		80289	09/30/2022	200.00
	1000-12-12100-515100-00000000-	CORUNOF10101		80290	09/30/2022	200.00
	1000-12-12100-515100-00000000-	CORUNOF10102		80213	09/30/2022	150.00
	1000-12-12100-515100-00000000-	CORUNOF10103		80214	09/30/2022	150.00
	1000-12-12100-515100-00000000-	CORUNOF10104		80215	09/30/2022	150.00
	1000-12-12100-515100-00000000-	CORUNOF10105		80285	09/30/2022	200.00
	1000-12-12100-515100-00000000-	CORUNOF10106		80286	09/30/2022	200.00
	1000-12-12100-515100-00000000-	CORUNOF10107		80187	09/30/2022	150.00
	1000-12-12100-515100-00000000-	CORUNOF10108		80188	09/30/2022	150.00
	1000-12-12100-515100-00000000-	CORUNOF10109		80189	09/30/2022	150.00
	1000-12-12100-515100-00000000-	CORUNOF10110		80190	09/30/2022	150.00
	1000-12-12100-515100-00000000-	CORUNOF10111		80256	09/30/2022	150.00
	1000-12-12100-515100-00000000-	CORUNOF10112		80257	09/30/2022	150.00
	1000-12-12100-515100-00000000-	CORUNOF10113		80258	09/30/2022	150.00
	1000-12-12100-515100-00000000-	CORUNOF10114		80259	09/30/2022	150.00
	1000-12-12100-515100-00000000-	CORUNOF10115		80260	09/30/2022	150.00
	1000-12-12100-515100-00000000-	CORUNOF10116		80266	09/30/2022	200.00
	1000-12-12100-515100-00000000-	CORUNOF10117		80247	09/30/2022	150.00
	1000-12-12100-515100-00000000-	CORUNOF10118		80248	09/30/2022	150.00
	1000-12-12100-515100-00000000-	CORUNOF10119		80249	09/30/2022	150.00
	1000-12-12100-515100-00000000-	CORUNOF10120		80250	09/30/2022	150.00
	1000-12-12100-515100-00000000-	CORUNOF10121		80251	09/30/2022	150.00
	1000-12-12100-515100-00000000-	CORUNOF10122		80252	09/30/2022	150.00
	1000-12-12100-515100-00000000-	CORUNOF10123		80253	09/30/2022	150.00
	1000-12-12100-515100-00000000-	CORUNOF10124		80254	09/30/2022	150.00
	1000-12-12100-515100-00000000-	CORUNOF10125		80255	09/30/2022	150.00
	1000-12-12100-515100-00000000-	CORUNOF10126		80267	09/30/2022	200.00
	1000-12-12100-515100-00000000-	CORUNOF10127		80261	09/30/2022	150.00
	1000-12-12100-515100-00000000-	CORUNOF10128		80262	09/30/2022	150.00
	1000-12-12100-515100-00000000-	CORUNOF10129		80265	09/30/2022	200.00
	1000-12-12100-515100-00000000-	CORUNOF10130		80263	09/30/2022	150.00
	1000-12-12100-515100-00000000-	CORUNOF10131		80264	09/30/2022	150.00
	Total Paid by Vendor					**21,600.00**
PORTER ROOFING CONTRACTORS INC	1000-14-14300-513010-00000000-	15504	2022 BLANKET PO - ROOF REPAIRS	80069	09/27/2022	3.75
	1000-14-14300-513010-00000000-	15504	2022 BLANKET PO - ROOF REPAIRS	80069	09/27/2022	421.46
	Total Paid by Vendor					**425.21**
PPG PITTSBURGH PAINTS	1000-52-52600-513010-00000000-	922804146870	MARKING PAINT - BALLFIELDS	80700	10/12/2022	3,745.00
	Total Paid by Vendor					**3,745.00**
PRICE LAW FIRM	1000-41-41100-515340-00000000-	CASE #1119014-2	REFUND ATTNY FOR UNAVAILABLE DASHCAM FOOTAGE	80606	09/30/2022	75.00
	Total Paid by Vendor					**75.00**
PRO ELECTRIC INC	1000-14-14300-513010-00000000-	W81467	2022 BLANKET SCOREBOARD REPAIRS	80304	09/27/2022	1,368.05
	1000-14-14300-513010-00000000-	W81469	2022 BLANKET SCOREBOARD REPAIRS	80463	09/30/2022	180.00
	1000-14-14300-513010-00000000-	W71599	2022 BLANKET PO BALLFIELD LIGHT REPAIRS	80701	09/30/2022	5,321.73
	1000-14-14300-513010-00000000-	W71600	2022 BLANKET PO BALLFIELD LIGHT REPAIRS	80701	09/30/2022	5,088.74
	Total Paid by Vendor					**11,958.52**

PRO-AIR SERVICES INC	1000-14-14300-513010-00000000-	99979	2022 BLANKET PO HVAC REPAIRS	80305	09/27/2022	3,415.00
	1000-14-14300-513010-00000000-	99988	2022 BLANKET PO HVAC REPAIRS	80305	09/27/2022	1,026.54
	1000-14-14300-513010-00000000-	99984	2022 BLANKET PO HVAC REPAIRS	80305	09/27/2022	136.00
	1000-14-14300-513010-00000000-	100005	2022 BLANKET PO HVAC REPAIRS	80607	09/30/2022	238.00
	1000-14-14300-513010-00000000-	100003	2022 BLANKET PO HVAC REPAIRS	80607	09/30/2022	283.53
	1000-14-14300-513010-00000000-	100004	2022 BLANKET PO HVAC REPAIRS	80607	09/30/2022	238.00
	1000-14-14300-513010-00000000-	100006	2022 BLANKET PO HVAC REPAIRS	80607	09/30/2022	296.00
	1000-14-14300-513010-00000000-	100007	2022 BLANKET PO HVAC REPAIRS	80607	09/30/2022	2,986.79
	1000-14-14300-513010-00000000-	100008	2022 BLANKET PO HVAC REPAIRS	80607	09/30/2022	3,867.39
	1000-14-14300-513010-00000000-	100034	2022 BLANKET PO HVAC REPAIRS	80607	09/30/2022	757.07
	1000-14-14300-513010-00000000-	100035	2022 BLANKET PO HVAC REPAIRS	80607	09/30/2022	816.00
	1000-14-14300-513010-00000000-	100036	2022 BLANKET PO HVAC REPAIRS	80607	09/30/2022	324.00
	1000-14-14300-513010-00000000-	100037	2022 BLANKET PO HVAC REPAIRS	80607	09/30/2022	136.00
	1000-14-14300-513010-00000000-	100038	2022 BLANKET PO HVAC REPAIRS	80607	09/30/2022	752.34
	1000-14-14300-513010-00000000-	100030	2022 BLANKET PO HVAC REPAIRS	80702	09/30/2022	2,319.04
	1000-14-14300-513010-00000000-	100032	2022 BLANKET PO HVAC REPAIRS	80702	09/30/2022	1,065.36
	1000-14-14300-513010-00000000-	100033	MJPSC YORK CHILLER #1 & 2 P.M.	80702	09/30/2022	2,686.50
	Total Paid by Vendor					**21,343.56**
RED RIVER SPECIALTIES INC	1000-51-00000-513010-00000000-	792690	TRIN PACK SELECT (PRIMO MAXX)	80703	09/30/2022	398.25
	Total Paid by Vendor					**398.25**
REFUND PAYMENTS	1000-00-00000-130205-00000000-	#58121 REFUND	REFUND FOR SELLERS USE AND BUS LICENSE PRIV TAX	80307	09/30/2022	29,007.36
	1000-12-00000-410100-00000000-	#58121 REFUND	REFUND FOR SELLERS USE AND BUS LICENSE PRIV TAX	80307	09/30/2022	10,303.78
	1000-72-00000-410230-00000000-	REF PERMIT# 601045	PERMIT PURCH INCOR. BUILDING NEEDED-PERMIT 601045	80466	09/30/2022	1,099.05
	1000-72-00000-410210-00000000-	REFUND PERMITS	NO LONGER THE CONTRACTOR ON THE JOB	80465	09/30/2022	25.00
	1000-72-00000-410220-00000000-	REFUND PERMITS	NO LONGER THE CONTRACTOR ON THE JOB	80465	09/30/2022	55.00
	1000-72-00000-410250-00000000-	REFUND PERMITS	NO LONGER THE CONTRACTOR ON THE JOB	80465	09/30/2022	510.00
	1000-43-00000-515520-00000000-	REIMB CS#11178922	REIMB-OVERPAY CS#11178922 CIT#11178922 REC#1071138	80705	10/11/2022	86.00
	1000-43-00000-515520-00000000-	11172921	REMIBURSE OF OVERPMT FOR CITATION	80704	10/12/2022	80.00
	1000-00-00000-220450-00000000-	63877		80706	10/12/2022	284,700.00
	Total Paid by Vendor					**325,866.19**
REGIONS BANK	1000-19-00000-515040-00000000-	22080002936-083122	MONTHLY BANK FEES W/REGIONS BANK-BLANKET PO	80610	09/30/2022	1,112.07
	1000-00-00000-210250-00000000-	10/02 FSA MED/DEP	221002 FSA MED/DEP CARE BI-WKLY PR WIRE	80515	10/07/2022	2,686.26
	1000-00-00000-210260-00000000-	10/02 FSA MED/DEP	221002 FSA MED/DEP CARE BI-WKLY PR WIRE	80515	10/07/2022	21,948.83
	Total Paid by Vendor					**25,747.16**
REPUBLIC SERVICES INC	1000-14-14310-515370-00000000-	0979-000990028	2022 BLANKET REFUSE SERVICES	80708	09/30/2022	5,187.31
	1000-14-14310-515370-00000000-	0979-000993066	2022 BLANKET REFUSE SERVICES	80708	09/30/2022	980.00
	1000-53-53200-513010-PK1060XX-	0979-000990484	REFUSE CONTNR SERV. 10/01/22-9/30/23 (BLANKET PO)	80708	10/12/2022	43.30
	Total Paid by Vendor					**6,210.61**
RETIREMENT SYSTEMS OF ALABAMA	1000-00-00000-210160-00000000-	RSA EE/ER CST 220918	RSA EMPLOYEE AND EMPLOYER COSTS WARR 220918	80005	09/27/2022	1,022,067.96
	1000-00-00000-210160-00000000-	RSA EE/ER CST 221002	RSA EMPLOYEE AND EMPLOYER COSTS WARR 221002	80517	10/10/2022	1,047,198.06
	Total Paid by Vendor					**2,069,266.02**
ROCKET CITY FEDERAL CREDIT UNION	1000-14-14300-515460-00000000-	102022	2023 BLANKET PO FIRE SUPPLY LEASE	80471	10/04/2022	8,000.00
	Total Paid by Vendor					**8,000.00**
RYAN THOMAS HUGHES	1000-41-41100-515340-00000000-	003	POLICE VEHICLE WINDOW TINT	80630	10/12/2022	375.00
	1000-41-41100-515340-00000000-	001	POLICE VEHICLE WINDOW TINT	80630	10/12/2022	275.00
	1000-41-41100-515340-00000000-	002	POLICE VEHICLE WINDOW TINT	80630	10/12/2022	275.00
	Total Paid by Vendor					**925.00**
S&S WORLDWIDE INC	1000-30-30200-515340-00000000-	IN101062193	ITEMS FOR THE SHURNEY CORNHOLE PROGRAM	80314	09/30/2022	11.99
	1000-30-30200-515340-00000000-	IN101062193	ITEMS FOR THE SHURNEY CORNHOLE PROGRAM	80314	09/30/2022	119.99
	1000-30-30200-515340-00000000-	IN101069122	MATERIALS FOR AFTER SCHOOL PROGRAM-SHURNEY LEGACY	80613	09/30/2022	1,058.63
	1000-30-30200-515340-00000000-	IN101073694	MATERIALS FOR AFTER SCHOOL PROGRAM-SHURNEY LEGACY	80613	09/30/2022	310.49
	Total Paid by Vendor					**1,501.10**
SAFETY KLEEN SYSTEMS INC	1000-15-15100-515340-00000000-	89732378	CLEANERS/SOLVENTS/DISPOSAL (BLANKET)	80315	09/28/2022	167.00
	Total Paid by Vendor					**167.00**
SANSOM EQUIPMENT COMPANY INC	1000-55-55100-520100-00000000-	P03290	HOSE FOR TRUCK 030635	80473	09/30/2022	1,628.56
	Total Paid by Vendor					**1,628.56**
SCOTT LIGHTING SUPPLY CO	1000-14-14300-513010-00000000-	123314	2022 BLANKET PO -ELECTRICAL ITEMS	80080	09/26/2022	54.60
	1000-14-14300-513010-00000000-	123388	2022 BLANKET PO -ELECTRICAL ITEMS	80474	09/30/2022	188.25
	1000-14-14300-513010-00000000-	123365	2022 BLANKET PO -ELECTRICAL ITEMS	80474	09/30/2022	26.00
	Total Paid by Vendor					**268.85**
SEAN S SUDER	1000-74-74100-515370-00000000-	10315	PROFESSIONAL/CONTRACT SERVICES FOR ZONING CODE	80711	09/30/2022	10,000.00
	Total Paid by Vendor					**10,000.00**
SENTINEL IPS BY ECONET.COM INC	1000-17-17300-520200-00000000-	35541	AUG 2022-NOV 2023 INTRUSION PREVENTION SYSTEMS	80558	09/30/2022	11,803.95
	Total Paid by Vendor					**11,803.95**
SERVICEWEAR APPAREL	1000-53-53200-515670-00000000-	0050220280	UNIFORMS - PARKING (BLANKET)	80317	09/27/2022	81.93
	1000-53-53300-515670-00000000-	0050220284	UNIFORMS - PARKING (BLANKET)	80317	09/27/2022	122.08
	1000-53-53200-515670-00000000-	0050220285	UNIFORMS - PARKING (BLANKET)	80317	09/27/2022	72.50
	1000-71-71300-515670-00000000-	0050200126	UNIFORMS-ENGINEERING (BLANKET)	80317	09/28/2022	146.66
	1000-71-71300-515670-00000000-	0050220278	UNIFORMS-ENGINEERING (BLANKET)	80317	09/28/2022	260.49
	1000-71-71300-515670-00000000-	0050220279	UNIFORMS-ENGINEERING (BLANKET)	80317	09/28/2022	187.96

	1000-30-30100-515340-00000000-	0050220277	UNIFORMS-PARKS & RECREATION (BLANKET)	80317	09/28/2022	1.88
	1000-30-30100-515670-00000000-	0050220277	UNIFORMS-PARKS & RECREATION (BLANKET)	80317	09/28/2022	36.43
	1000-30-30100-515340-00000000-	0050200124	UNIFORMS-PARKS & RECREATION (BLANKET)	80317	09/28/2022	1.88
	1000-30-30100-515670-00000000-	0050200124	UNIFORMS-PARKS & RECREATION (BLANKET)	80317	09/28/2022	23.84
	1000-30-30100-515340-00000000-	0050132372	UNIFORMS-PARKS & RECREATION (BLANKET)	80317	09/28/2022	5.62
	1000-30-30100-515670-00000000-	0050132372	UNIFORMS-PARKS & RECREATION (BLANKET)	80317	09/28/2022	65.24
	1000-30-30100-515340-00000000-	0050270337	UNIFORMS-PARKS & RECREATION (BLANKET)	80317	09/30/2022	5.62
	1000-30-30100-515670-00000000-	0050270337	UNIFORMS-PARKS & RECREATION (BLANKET)	80317	09/30/2022	68.27
	1000-30-30100-515340-00000000-	0050270338	UNIFORMS-PARKS & RECREATION (BLANKET)	80317	09/30/2022	5.62
	1000-30-30100-515670-00000000-	0050270338	UNIFORMS-PARKS & RECREATION (BLANKET)	80317	09/30/2022	60.73
	1000-30-30100-515340-00000000-	0050220281	UNIFORMS-PARKS & RECREATION (BLANKET)	80317	09/30/2022	5.62
	1000-30-30100-515670-00000000-	0050220281	UNIFORMS-PARKS & RECREATION (BLANKET)	80317	09/30/2022	63.07
	1000-30-30100-515670-00000000-	0050220282	UNIFORMS-PARKS & RECREATION (BLANKET)	80317	09/30/2022	116.25
	1000-52-52100-515670-00000000-	0050252743	UNIFORMS-LANDSCAPE MGT (BLANKET)	80317	09/30/2022	91.34
	Total Paid by Vendor					**1,423.03**
SHERWIN-WILLIAMS CO	1000-55-55100-513010-00000000-	4247-2	PAINT FOR MAINTENANCE OFFICES	80084	09/26/2022	211.50
	Total Paid by Vendor					**211.50**
SIGNS BY TOMORROW	1000-52-52900-515010-00000000-	HSVI-30893	ADOPT A MILE SIGN FOR "KINGZ OF THE SOUTH" OGT	80085	09/26/2022	60.00
	1000-52-52900-515010-00000000-	HSVI-30894	ADOPT A MILE SIGN "THE SCOTT BOYS" OGT	80085	09/26/2022	60.00
	1000-52-52900-515010-00000000-	HSVI-30892	ADOPT A MILE SIGN "QUALIS CORPORATION" OGT	80085	09/26/2022	60.00
	1000-52-52900-515010-00000000-	HSVI-30888	ADOPT A MILE SIGN "MONTESSORI SCHOOL" OGT	80085	09/26/2022	60.00
	1000-51-00000-515340-00000000-	283865	CAUTION BEES SIGNS FOR CEMETERY	PCard	09/30/2022	31.00
	Total Paid by Vendor					**271.00**
SIMPLE HELIX LLC	1000-17-17100-515460-00000000-	103309	FY23 BLANKET PO/SOLE SOURCE DATA CENTER SERVICES	80713	10/11/2022	6,086.00
	Total Paid by Vendor					**6,086.00**
SITEONE LANDSCAPE SUPPLY HOLDING LLC	1000-52-52300-513013-00000000-	124025371-001	LM IRRIGATION - NONBID ITEMS (BLANKET)	80475	10/05/2022	628.55
	1000-52-52300-513013-00000000-	1244026129-001	LM IRRIGATION - NONBID ITEMS (BLANKET)	80475	10/05/2022	117.76
	1000-52-52700-513010-00000000-	124141353-001	EAGLE SEED FOR SOUTH MAINT	80714	10/12/2022	9,520.00
	Total Paid by Vendor					**10,266.31**
SMALL CLAIMS COURT OF MADISON COUNTY	1000-00-00000-210180-00000000-	283275	Payroll Run 1 - Warrant 221002	80506	10/07/2022	928.16
	Total Paid by Vendor					**928.16**
SOLID WASTE DISPOSAL AUTHORITY	1000-52-52300-515730-00000000-	T1005047	TIPPING FEES (LITTER CREWS-HPD) (BLANKET)	90000233	09/26/2022	86.19
	1000-75-75300-515340-00000000-	T1005149	POP: 9/1-9/30 SOLID WASTE DISPOSAL	90000250	10/05/2022	30.00
	1000-50-00000-515340-00000000-	T1005151	BLANKET DISPOSAL OF ANIMAL BODIES	90000249	09/30/2022	145.20
	1000-52-52500-515730-00000000-	T1005144	TIPPING FEES - LM (BLANKET PO)	PCard	10/11/2022	108.05
	1000-52-52600-515730-00000000-	T1005146	TIPPING FEES - LM (BLANKET PO)	PCard	10/11/2022	1,767.73
	1000-52-52700-515730-00000000-	T1005147	TIPPING FEES - LM (BLANKET PO)	PCard	10/11/2022	773.27
	1000-52-52300-515730-00000000-	T1005148	TIPPING FEES - LM (BLANKET PO)	PCard	10/11/2022	375.78
	1000-52-52200-515730-00000000-	T1005150	TIPPING FEES - LM (BLANKET PO)	PCard	10/11/2022	2,352.98
	Total Paid by Vendor					**5,639.20**
SOUTHERN COMMUNICATIONS INC	1000-17-17100-515070-00000000-	REG20220000103563	FY23 BLANKET PO SOUTHERNLINC PTT COH	80477	10/05/2022	4,923.74
	1000-17-17100-515070-00000000-	354003	FY23 BLANKET SOLE SOURCE O&M LTE SLINC (17-610)	80716	10/12/2022	16,000.00
	Total Paid by Vendor					**20,923.74**
SOUTHERN LANDSCAPE & LAWN CARE INC	1000-52-52100-515370-00000000-	50-50135	LAWN MAINTENANCE (BLANKET)	80476	09/30/2022	9,348.33
	Total Paid by Vendor					**9,348.33**
SOUTHERN TIRE MART LLC	1000-00-00000-140101-00000000-	2110082673	TIRES	80321	09/29/2022	3,659.60
	1000-00-00000-140101-00000000-	21100840331	TIRES	80617	09/30/2022	7,827.92
	Total Paid by Vendor					**11,487.52**
SPHERION STAFFING LLC	1000-52-52100-515370-00000000-	RL2764474	TEMP LABOR (OCT 2021 - MARCH 2021)	80087	09/26/2022	541.57
	1000-52-52100-515370-00000000-	RL2764246	TEMP LABOR (OCT 2021 - MARCH 2021)	80087	09/26/2022	6,114.50
	1000-52-52100-515370-00000000-	RL2764245	TEMP LABOR (OCT 2021 - MARCH 2021)	80087	09/26/2022	7,278.00
	1000-52-52100-515370-00000000-	RL2765779	TEMP LABOR (OCT 2021 - MARCH 2021)	80087	09/26/2022	684.82
	1000-52-52100-515370-00000000-	RL2765587	TEMP LABOR (OCT 2021 - MARCH 2021)	80087	09/26/2022	1,670.14
	1000-52-52100-515370-00000000-	RL2765149	TEMP LABOR (OCT 2021 - MARCH 2021)	80087	09/26/2022	1,179.23
	1000-52-52100-515370-00000000-	RL2765838	TEMP LABOR (OCT 2021 - MARCH 2021)	80087	09/26/2022	646.39
	1000-52-52100-515370-00000000-	RL2766104	TEMP LABOR (OCT 2021 - MARCH 2021)	80087	09/26/2022	1,362.66
	1000-52-52100-515370-00000000-	RL2772899	TEMP LABOR (OCT 2021 - MARCH 2021)	80087	09/26/2022	835.07
	1000-52-52100-515370-00000000-	RL2773899	TEMP LABOR (OCT 2021 - MARCH 2021)	80087	09/26/2022	658.62
	1000-52-52100-515370-00000000-	RL2774294	TEMP LABOR (OCT 2021 - MARCH 2021)	80087	09/26/2022	1,305.01
	1000-52-52100-515370-00000000-	RL2770950	TEMP LABOR (OCT 2021 - MARCH 2021)	80087	09/26/2022	6,408.00
	1000-52-52100-515370-00000000-	RL2770951	TEMP LABOR (OCT 2021 - MARCH 2021)	80087	09/26/2022	5,132.68
	1000-52-52100-515370-00000000-	RL2772581	TEMP LABOR (OCT 2021 - MARCH 2021)	80087	09/26/2022	3,621.54
	1000-52-52100-515370-00000000-	RL2770949	TEMP LABOR (OCT 2021 - MARCH 2021)	80087	09/26/2022	5,057.57
	1000-52-52100-515370-00000000-	RL2773551	TEMP LABOR (OCT 2021 - MARCH 2021)	80087	09/26/2022	1,722.54
	1000-52-52100-515370-00000000-	RL2764243	TEMP LABOR (OCT 2021 - MARCH 2021)	80087	09/26/2022	5,670.76
	1000-52-52100-515370-00000000-	RL2765148	TEMP LABOR (OCT 2021 - MARCH 2021)	80087	09/26/2022	165.97
	1000-52-52100-515370-00000000-	RL2764864	TEMP LABOR (OCT 2021 - MARCH 2021)	80087	09/26/2022	3,948.23
	1000-11-00000-515370-00000000-	RL2773407	BLANKET PO FOR TEMP SERVICES M. REED	80323	09/27/2022	172.00
	1000-50-00000-515370-00000000-	RL2780402	BLANKET WAGES FOR TEMP EMPLOYEES	80323	09/28/2022	1,853.58
	1000-11-00000-515370-00000000-	RL2778811	BLANKET PO FOR TEMP SERVICES M. REED	80323	09/28/2022	270.90

	1000-52-52100-515370-00000000-	RL2772013	TEMP LABOR (OCT 2021 - MARCH 2021)	80479	09/30/2022	1,135.55
	1000-52-52100-515370-00000000-	RL2773784	TEMP LABOR (OCT 2021 - MARCH 2021)	80479	09/30/2022	686.57
	1000-16-16100-515370-00000000-	RL2784319	HR TEMPORARY EMPLOYEE-BLANKET PO	80479	09/30/2022	137.60
	1000-51-00000-515370-00000000-	RL2777178A	BLANKET TEMP PERSONNEL FOR MAPLE HILL CEMETERY	80618	09/30/2022	476.93
	1000-51-00000-515370-00000000-	RL2775974	BLANKET TEMP PERSONNEL FOR MAPLE HILL CEMETERY	80618	09/30/2022	1,615.97
	1000-53-53200-501010-00000000-	RL2785601	BLANKET PO ,TEMPORARY STAFFING	80618	09/30/2022	536.27
	1000-52-52100-515370-00000000-	RL2765974A	LM - TEMPORARY TIME (1ST QUARTER)	80618	10/10/2022	504.88
	1000-52-52100-515370-00000000-	RL2775267	LM - TEMPORARY TIME (1ST QUARTER)	80618	10/10/2022	5,527.52
	1000-52-52100-515370-00000000-	RL2775269	LM - TEMPORARY TIME (1ST QUARTER)	80618	10/10/2022	5,144.92
	1000-52-52100-515370-00000000-	RL2775270	LM - TEMPORARY TIME (1ST QUARTER)	80618	10/10/2022	4,521.24
	1000-52-52100-515370-00000000-	RL2775470	LM - TEMPORARY TIME (1ST QUARTER)	80618	10/10/2022	908.44
	1000-52-52100-515370-00000000-	RL2775825	LM - TEMPORARY TIME (1ST QUARTER)	80618	10/10/2022	2,480.76
	1000-52-52100-515370-00000000-	RL2776100	LM - TEMPORARY TIME (1ST QUARTER)	80618	10/10/2022	536.33
	1000-52-52100-515370-00000000-	RL2776521	LM - TEMPORARY TIME (1ST QUARTER)	80618	10/10/2022	857.78
	1000-52-52100-515370-00000000-	RL2776719	LM - TEMPORARY TIME (1ST QUARTER)	80618	10/10/2022	539.82
	1000-52-52100-515370-00000000-	RL2776776	LM - TEMPORARY TIME (1ST QUARTER)	80618	10/10/2022	419.28
	1000-52-52100-515370-00000000-	RL2777044	LM - TEMPORARY TIME (1ST QUARTER)	80618	10/10/2022	279.52
	1000-52-52100-515370-00000000-	RL2780403	LM - TEMPORARY TIME (1ST QUARTER)	80618	10/10/2022	6,806.33
	1000-52-52100-515370-00000000-	RL2780405	LM - TEMPORARY TIME (1ST QUARTER)	80618	10/10/2022	7,176.69
	1000-52-52100-515370-00000000-	RL2780406	LM - TEMPORARY TIME (1ST QUARTER)	80618	10/10/2022	5,525.76
	1000-52-52100-515370-00000000-	RL2780601	LM - TEMPORARY TIME (1ST QUARTER)	80618	10/10/2022	890.98
	1000-52-52100-515370-00000000-	RL2780961	LM - TEMPORARY TIME (1ST QUARTER)	80618	10/10/2022	2,741.04
	1000-52-52100-515370-00000000-	RL2780962	LM - TEMPORARY TIME (1ST QUARTER)	80618	10/10/2022	546.81
	1000-52-52100-515370-00000000-	RL2781224	LM - TEMPORARY TIME (1ST QUARTER)	80618	10/10/2022	506.63
	1000-52-52100-515370-00000000-	RL2781614	LM - TEMPORARY TIME (1ST QUARTER)	80618	10/10/2022	1,509.41
	1000-52-52100-515370-00000000-	RL2781788	LM - TEMPORARY TIME (1ST QUARTER)	80618	10/10/2022	672.60
	1000-52-52100-515370-00000000-	RL2781845	LM - TEMPORARY TIME (1ST QUARTER)	80618	10/10/2022	672.60
	1000-52-52100-515370-00000000-	RL2782116	LM - TEMPORARY TIME (1ST QUARTER)	80618	10/10/2022	174.70
	1000-52-52100-515370-00000000-	RL2784996	LM - TEMPORARY TIME (1ST QUARTER)	80618	10/10/2022	545.06
	1000-52-52100-515370-00000000-	RL2785266	LM - TEMPORARY TIME (1ST QUARTER)	80618	10/10/2022	6,256.03
	1000-52-52100-515370-00000000-	RL2785268	LM - TEMPORARY TIME (1ST QUARTER)	80618	10/10/2022	6,682.28
	1000-52-52100-515370-00000000-	RL2785269	LM - TEMPORARY TIME (1ST QUARTER)	80618	10/10/2022	5,031.36
	1000-52-52100-515370-00000000-	RL2785459	LM - TEMPORARY TIME (1ST QUARTER)	80618	10/10/2022	873.50
	1000-52-52100-515370-00000000-	RL2785805	LM - TEMPORARY TIME (1ST QUARTER)	80618	10/10/2022	4,213.77
	1000-52-52100-515370-00000000-	RL2786415	LM - TEMPORARY TIME (1ST QUARTER)	80618	10/10/2022	1,748.75
	1000-52-52100-515370-00000000-	RL2786587	LM - TEMPORARY TIME (1ST QUARTER)	80618	10/10/2022	681.33
	1000-52-52100-515370-00000000-	RL2786649	LM - TEMPORARY TIME (1ST QUARTER)	80618	10/10/2022	681.33
	1000-52-52100-515370-00000000-	RL2786908	LM - TEMPORARY TIME (1ST QUARTER)	80618	10/10/2022	616.69
	1000-52-52100-515370-00000000-	RL2790186	LM - TEMPORARY TIME (1ST QUARTER)	80618	10/10/2022	6,523.31
	1000-52-52100-515370-00000000-	RL2790188	LM - TEMPORARY TIME (1ST QUARTER)	80618	10/10/2022	6,781.86
	1000-52-52100-515370-00000000-	RL2790189	LM - TEMPORARY TIME (1ST QUARTER)	80618	10/10/2022	4,935.28
	1000-52-52100-515370-00000000-	RL2790371	LM - TEMPORARY TIME (1ST QUARTER)	80618	10/10/2022	890.97
	1000-52-52100-515370-00000000-	RL2790696	LM - TEMPORARY TIME (1ST QUARTER)	80618	10/10/2022	4,472.33
	1000-52-52100-515370-00000000-	RL2790933	LM - TEMPORARY TIME (1ST QUARTER)	80618	10/10/2022	174.70
	1000-52-52100-515370-00000000-	RL2791303	LM - TEMPORARY TIME (1ST QUARTER)	80618	10/10/2022	2,169.77
	1000-52-52100-515370-00000000-	RL2791471	LM - TEMPORARY TIME (1ST QUARTER)	80618	10/10/2022	649.88
	1000-52-52100-515370-00000000-	RL2791526	LM - TEMPORARY TIME (1ST QUARTER)	80618	10/10/2022	651.63
	1000-51-00000-515370-00000000-	RL2785938	BLANKET TEMP PERSONNEL FOR MAPLE HILL CEMETERY	80618	09/30/2022	1,960.13
	1000-51-00000-515370-00000000-	RL2787035	BLANKET TEMP PERSONNEL FOR MAPLE HILL CEMETERY	80618	09/30/2022	1,048.20
	Total Paid by Vendor					**167,420.87**
SQUARE PROPERTIES 200 LLC	1000-14-14300-515460-00000000-	102022	2023 BLANKET PO GIS 200 WEST SIDE SQ. LEASE	80480	10/04/2022	10,072.48
	Total Paid by Vendor					**10,072.48**
STAPLES INC	1000-30-30200-515340-00000000-	3517274731	2411 9TH AVE. SW, JC KELLY, 256-564-8026	80088	09/26/2022	362.63
	1000-41-41100-515340-00000000-	3518675653	704 FIBER STREET NW-ZAC GOSHERT 256-427-7034	80324	09/27/2022	1,545.43
	1000-14-14300-515340-00000000-	3518675657	615 WASHINGTON ST 35801 256-427-5663 D STOREY	80324	09/27/2022	18.18
	1000-14-14300-515340-00000000-	3518675659	615 WASHINGTON ST 35801 256-427-5663 D STOREY	80324	09/27/2022	34.86
	1000-42-42100-515340-00000000-	3518675660	OFFICE SUPPLY LAVADAMASON 2219 HALL AVE 883-3979	80324	09/27/2022	315.83
	1000-13-13100-515340-00000000-	3518675663	SUPPLIES/SHOUSTON/308 FOUNTAIN CIR/4THFL/4275284	80324	09/27/2022	8.28
	1000-30-30100-515340-00000000-	3518675664	2411 9TH AVE. SW, SUMMER B., 256-564-8026	80324	09/27/2022	76.42
	1000-30-30200-515340-00000000-	3518675665	2411 9TH AVE. SW, DEBRA H., 256-564-8026	80324	09/27/2022	229.04
	1000-30-30200-515340-00000000-	3518675666	2411 9TH AVE. SW, DEBRA H., 256-564-8026	80324	09/27/2022	25.06
	1000-41-41100-515340-00000000-	3518675667	704 FIBER ST NW-ZAC GOSHERT 256-427-7034	80324	09/27/2022	319.23
	1000-41-41100-515340-00000000-	3518675668	T DOYLE/704 FIBER ST/256-427-7130	80324	09/27/2022	61.79
	1000-30-30200-515340-00000000-	3518675669	2411 9TH AVE. SW, JOEY F., 256-564-8026	80324	09/27/2022	314.10
	1000-55-55100-515340-00000000-	3518675645	Y.HOPSON/4209 E.SCHRIMSHER LANE/256-650-4344	80324	09/28/2022	388.74
	1000-55-55100-515340-00000000-	3518675671	Y.HOPSON/4209 E.SCHRIMSHER LANE/256-650-4344	80324	09/28/2022	52.39
	1000-55-55300-515340-00000000-	3518675671	Y.HOPSON/4209 E.SCHRIMSHER LANE/256-650-4344	80324	09/28/2022	19.19
	1000-55-55400-515340-00000000-	3518675671	Y.HOPSON/4209 E.SCHRIMSHER LANE/256-650-4344	80324	09/28/2022	271.07
	1000-15-15100-515340-00000000-	3518675662	ANTHONY CAIN 2739 JOHNSON RD 256-883-3937	80324	09/28/2022	33.90
	1000-16-16100-515340-00000000-	3518675654	308 FOUNTAIN CIRLCE/ASHLEY J/256-427-5241	80324	09/30/2022	265.16

	1000-30-30200-515340-00000000-	3518675655	2411 9TH AVE SW, O'BRIEN WHERRY, 256-564-8026	80324	09/30/2022	116.51
	1000-30-30200-515340-00000000-	3518675656	2411 9TH AVE SW, O'BRIEN WHERRY, 256-564-8026	80324	09/30/2022	63.99
	1000-30-30100-515340-00000000-	3517677477	2411 9TH AVE, 2ND FL, SCOTT STAPLER, 256-564-8026	80324	09/30/2022	24.49
	1000-41-41204-515340-00000000-	3520169879	2820 HOLMES AVENUE NW TRACEY DUNCAN 256-427-7279	80717	10/12/2022	1,089.40
	1000-14-14200-515340-00000000-	3520169880	615 WASHINGTON ST 35801 256-427-5663 D STOREY	80717	10/12/2022	63.99
	1000-42-42100-515340-00000000-	3520169882	OFFICE SUPPLIES	80717	10/12/2022	966.39
	1000-13-13100-515340-00000000-	3519598323	SUPPLIES/SHOUSTON/308 FOUNTAIN CIR/4THFL/4275284	80717	10/12/2022	95.46
	1000-17-17400-515340-00000000-	3519598318	101 CHURCH ST STE 201 HVILLE TRACY 2564275097	80717	10/12/2022	22.99
	1000-16-16100-515340-00000000-	3520169884	308 FOUNTAIN CIRCLE/ASHLEY J/256-427-5241	80717	10/12/2022	1,165.56
	Total Paid by Vendor					**7,950.08**
STATE OF ALABAMA FINANCE DEPARTMENT	1000-00-00000-240530-00000000-	SEPT 22 MTHLY RPT	SEPT 22 AL CONSTRUCTION IND CRAFT TRAINING FEE	80619	09/30/2022	56,487.00
	Total Paid by Vendor					**56,487.00**
STATE SYSTEMS INC	1000-52-52100-515370-00000000-	147916913	GATE MONITORING - SOUTH MAINTENANCE	PCard	09/30/2022	6,749.89
	1000-14-14300-515370-00000000-	147915759	2022 BLANKET PO - FIRE SYSTEM SERVICES MONTHLY BI	PCard	09/30/2022	10,491.00
	Total Paid by Vendor					**17,240.89**
STRICKLAND COMPANIES	1000-12-12500-515340-00000000-	HU910895-00	PAPER FOR STOCK	80325	09/28/2022	865.10
	1000-41-41100-515340-00000000-	HU912557-00	PAPER FOR STOCK	80325	09/28/2022	444.70
	1000-41-41203-515340-00000000-	HU911414-00	PAPER FOR STOCK	80325	09/28/2022	222.35
	1000-12-12500-515340-00000000-	HU911526-00	PAPER FOR STOCK	80325	09/28/2022	752.08
	1000-12-12500-515340-00000000-	HU913426-00	PAPER FOR STOCK	80620	09/30/2022	184.34
	1000-41-41100-515340-00000000-	HU914346-00	PAPER FOR STOCK	80718	10/12/2022	667.05
	1000-41-41204-515340-00000000-	HU914345-00	PAPER FOR CID STOCK	80718	10/12/2022	222.35
	1000-12-12500-515340-00000000-	HU914757-00	PAPER FOR STOCK	80718	10/12/2022	627.97
	Total Paid by Vendor					**3,985.94**
TEMPLE INC	1000-75-75300-515340-00000000-	INV0222356	BAND IT PLATES	80327	09/27/2022	500.00
	1000-75-75300-515340-00000000-	INV0222523	PUSHBUTTONS FOR STOCK	80482	09/30/2022	860.00
	Total Paid by Vendor					**1,360.00**
TENNESSEE CAPTIONING LLC	1000-10-10200-515370-00000000-	2664	MISSED PMTS FOR 09/2020 MONTHLY MEETING	80328	09/27/2022	2,660.00
	1000-10-10200-515370-00000000-	2797	MISSED PMT FOR 02/2021	80092	09/27/2022	1,805.00
	1000-10-10200-515370-00000000-	2897	MISSED PMT FOR 06/2021 MONTHLY MEETING	80092	09/27/2022	1,687.50
	Total Paid by Vendor					**6,152.50**
TENNESSEE CHILD SUPPORT ENFORCEMENT SYSTEM	1000-00-00000-210180-00000000-	283272	Payroll Run 1 - Warrant 221002	80512	10/07/2022	503.99
	Total Paid by Vendor					**503.99**
TENNESSEE VALLEY FENCE INC	1000-42-42200-515130-00000000-	C-24418	REMOTE CONTROLS FOR GATE STATION 5	80329	09/27/2022	624.90
	Total Paid by Vendor					**624.90**
THE ARTS COUNCIL INC	1000-30-30400-515520-00000000-	COH09262022	SOUND SYSTEMS/ASL INTERPRETERS-CONCERTS IN THE PK	90000241	09/30/2022	3,843.13
	Total Paid by Vendor					**3,843.13**
THOMPSON TRACTOR COMPANY INC	1000-15-15100-513030-00000000-	TTC1-771883	COM TX 092622/TTC1-771883	80331	09/27/2022	1,530.08
	1000-15-15100-513030-00000000-	TTC1-778911	COM TX 092822/TTC1-778911	80331	09/29/2022	312.00
	Total Paid by Vendor					**1,842.08**
THOMSON REUTERS - WEST	1000-18-00000-515340-00000000-	847109393	BLANKET - WESTLAW NEXT	80720	10/12/2022	3,771.43
	Total Paid by Vendor					**3,771.43**
TIMOTHY A WILLIS	1000-43-00000-515370-00000000-	3969 2ND SEEESION	INST FOR D.D.C. ADD 09/21/22	80332	09/27/2022	105.00
	1000-43-00000-515370-00000000-	3979 1ST SESSION	INST FOR D.D.C. 4 HR CLASS ON 9/26/2	80332	09/30/2022	100.00
	1000-43-00000-515370-00000000-	3969 3RD SESSION	INS-DDC/ADD CLASS-9/28/22-CL# 3969, 3RD SESSION	80483	09/30/2022	105.00
	1000-43-00000-515370-00000000-	3980 1ST SESSION	INST FOR D.D.C AA25 HR CLASS 10/03/22	80621	10/11/2022	120.00
	Total Paid by Vendor					**430.00**
TIMOTHY BEVERLY	1000-15-15100-513030-00000000-	42221	COM TX 092622/42221	80121	09/27/2022	100.00
	Total Paid by Vendor					**100.00**
TOP SURFACE LLC	1000-14-14300-513010-00000000-	320	FALLEN OFFICERS MEMORIAL ANNUAL MAINTENANCE	80484	09/30/2022	625.00
	1000-14-14300-513010-00000000-	319	FALLEN OFFICERS MEMORIAL ANNUAL MAINTENANCE	80484	09/30/2022	625.00
	Total Paid by Vendor					**1,250.00**
TRAV-AD SIGNS INC	1000-53-53200-513010-00000000-	98394	SIGNS FOR PARKING GARAGES	80485	09/30/2022	1,578.04
	Total Paid by Vendor					**1,578.04**
TRAVELLER MULTI-MEDIA NETWORK LLC	1000-17-17100-515070-00000000-	0805-4767	20-927 TRAVELLER TECHNOLOGY SERVICES QR INVOICE	80334	09/30/2022	22,778.00
	Total Paid by Vendor					**22,778.00**
TRI COUNTY SHOES INCORPORATED	1000-52-52100-515670-00000000-	758-1-93992	BOOTS (BLANKET)	80306	09/27/2022	150.00
	1000-50-00000-515670-00000000-	758-1-92456	CLOTHING/BOOTS UNIFORM RED WING SHOES DEVIN BROWN	80306	09/28/2022	139.00
	Total Paid by Vendor					**289.00**
TURFGRASS OF TENNESSEE LLC	1000-52-52600-513010-00000000-	30884	SOD FOR NORTH MAINTENANCE PARKS (BLANKET PO)	80721	10/11/2022	81.00
	1000-52-52600-513010-00000000-	31104	SOD FOR NORTH MAINTENANCE PARKS (BLANKET PO)	80721	10/12/2022	81.00
	Total Paid by Vendor					**162.00**
UNITED SITE SERVICES OF MISSISSIPPI LLC	1000-52-52900-515520-00000000-	INV-01068453	PORT-A-LET SERVICES (BLANKET PO)	80722	10/12/2022	175.00
	1000-52-52900-515520-00000000-	INV-01069700	PORT-A-LET SERVICES (BLANKET PO)	80722	10/12/2022	175.00
	Total Paid by Vendor					**350.00**
UNITED WAY OF MADISON COUNTY	1000-00-00000-210190-00000000-	283270	Payroll Run 1 - Warrant 221002	80513	10/07/2022	490.10
	Total Paid by Vendor					**490.10**
UNLIMITED MYLES	1000-10-10300-515020-00000000-	951	2ND PAYMENT FOR PERFORMANCE ON 9112022 PER 22-502	80339	09/28/2022	6,000.00
	Total Paid by Vendor					**6,000.00**
UNMANNED AERIAL SYSTEMS INFORMATION	1000-41-41100-515370-00000000-	2022-10	DRONE PROGRAM MANAGEMENT SERVICES-BLANKET PO	80487	10/04/2022	7,900.00

	Total Paid by Vendor					**7,900.00**
US BANK	1000-19-00000-515040-00000000-	13417279	BLANKET PO--BANK ADMIN MONTHLY FEES	80623	09/30/2022	75.03
	Total Paid by Vendor					**75.03**
US DEPARTMENT OF THE TREASURY	1000-00-00000-210180-00000000-	283278	Payroll Run 1 - Warrant 221002	80504	10/07/2022	500.00
	Total Paid by Vendor					**500.00**
US DEPARTMENT OF THE TREASURY	1000-00-00000-210180-00000000-	283280	Payroll Run 1 - Warrant 221002	80505	10/07/2022	210.80
	Total Paid by Vendor					**210.80**
US DEPARTMENT OF THE TREASURY	1000-00-00000-210120-00000000-	FEDTAX PYMT 221002	FICA MEDICARE FED INCOME TAX PYMT WARRANT 221002	80514	10/06/2022	150,118.42
	1000-00-00000-210120-00000000-	FEDTAX PYMT 221002	FICA MEDICARE FED INCOME TAX PYMT WARRANT 221002	80514	10/06/2022	641,884.51
	1000-00-00000-210140-00000000-	FEDTAX PYMT 221002	FICA MEDICARE FED INCOME TAX PYMT WARRANT 221002	80514	10/06/2022	448,454.53
	Total Paid by Vendor					**1,240,457.46**
USPCA REGION 22	1000-41-41250-515790-00000000-	2022 EXPLOSIVE DET	2022 EXPLOSIVE DETECTION CERTIFICATION	80100	09/27/2022	150.00
	Total Paid by Vendor					**150.00**
UTILICOM SUPPLY ASSOCIATES LLC	1000-75-75300-515340-00000000-	296361	LED'S FOR STOCK	80489	09/30/2022	1,770.00
	1000-75-75200-515340-00000000-	297004	DELINEATORS	80723	10/12/2022	10,693.00
	Total Paid by Vendor					**12,463.00**
VAN VALKENBURGH PROPERTIES LLC	1000-70-70200-515460-00000000-	OCT2022RENT	RENT FOR 620 PEARL AVE (BLANKET PO)	80395	10/04/2022	3,500.00
	Total Paid by Vendor					**3,500.00**
VENUE GROUP INC	1000-41-41100-515020-00000000-	9192022	ORION CLEANING FEE FOR HPD HALLOWEEN EVENT 2022	90000237	09/30/2022	1,650.00
	Total Paid by Vendor					**1,650.00**
VISION SERVICE PLAN	1000-00-00000-210150-00000000-	816127100	ACCT #30015389/3429037 JUL/AUG/SEPT	90000235	09/26/2022	56,126.40
	Total Paid by Vendor					**56,126.40**
VULCAN MATERIALS CO	1000-52-52200-515340-00000000-	51232768	GRAVEL STONE FOR SPECIAL EVENTS (KEVIN)	80490	09/30/2022	233.70
	Total Paid by Vendor					**233.70**
WAGEWORKS	1000-00-00000-515042-00000000-	INV4242470	FSA MONTHLY ADMINISTRATION FEE-SEPTEMBER, 2022	80343	09/27/2022	1,266.00
	Total Paid by Vendor					**1,266.00**
WARRIOR TRACTOR & EQUIPMENT CO INC	1000-55-55300-513050-00000000-	R34360	EQUIPMENT RENTAL FOR PSW CONSTRUCTION	80491	09/30/2022	13,000.00
	Total Paid by Vendor					**13,000.00**
WHITESBURG ANIMAL HOSPITAL	1000-41-41250-515160-00000000-	430033	POLICE K9 VET CHARGES-BLANKET PO	80347	09/30/2022	61.20
	1000-41-41250-515160-00000000-	429798	POLICE K9 VET CHARGES-BLANKET PO	80492	09/30/2022	202.69
	1000-41-41250-515160-00000000-	429232	POLICE K9 VET CHARGES-BLANKET PO	80492	09/30/2022	98.82
	Total Paid by Vendor					**362.71**
WILSON LUMBER COMPANY	1000-55-55400-515340-00000000-	749936	FY22 LUMBER BLANKET--MAINTENANCE	80493	09/30/2022	375.00
	Total Paid by Vendor					**375.00**
WINDOW GANG	1000-53-53200-513010-PK1020XX-	17190	PRESSURE WASH GARAGE "M"	80494	09/30/2022	6,053.00
	Total Paid by Vendor					**6,053.00**
WITTICHEN SUPPLY COMPANY INC	1000-14-14300-515610-00000000-	S103240423.001	GENERAL SERVICE NEW EMPLOYEE TOOLS DAVID FULLER	80350	09/27/2022	1,644.27
	1000-14-14300-513010-00000000-	S103258070.001	2022 BLANKET PO - NONBID ITEMS	80350	09/28/2022	685.22
	1000-14-14300-513010-00000000-	S103271017.001	2022 BLANKET PO - NONBID ITEMS	80350	09/28/2022	26.62
	1000-14-14300-513010-00000000-	S103273567.001	2022 BLANKET PO - NONBID ITEMS	80625	09/30/2022	45.90
	1000-14-14300-513010-00000000-	S103227579.001	2022 BLANKET PO - NONBID ITEMS	80725	09/30/2022	738.40
	1000-14-14300-515610-00000000-	S103240423.002	GENERAL SERVICE NEW EMPLOYEE TOOLS DAVID FULLER	80726	09/30/2022	962.32
	Total Paid by Vendor					**4,102.73**
WIZ KIDZ LLC	1000-14-14300-515460-00000000-	102022	2023 BLANKET PO SHONEY DRIVE LEASE	80495	10/04/2022	5,000.00
	Total Paid by Vendor					**5,000.00**
WL HALSEY GROCERY CO	1000-30-30200-515340-00000000-	186891	BOOT CAMP MILTON FRANK OCT. 1ST-COMM SVCS	80387	09/30/2022	122.58
	1000-30-30200-515520-00000000-	186890	SNACKS & JUICE FOR AFTER SCHOOL PROGRAM-SHURNEY	80387	09/30/2022	359.94
	1000-30-30200-515340-00000000-	187602	SNACKS FOR AFTER SCHOOL AND FALL BREAK-CALVARY H.	80387	09/30/2022	132.80
	1000-30-30200-515340-00000000-	187957	SNACKS FOR AFTER SCHOOL AND CAMP-MARK RUSSELL R/C	80573	10/10/2022	132.80
	Total Paid by Vendor					**748.12**
WOODY ANDERSON FORD INC	1000-15-15100-513030-00000000-	18916595	COM TX 092922/18916595	80627	09/30/2022	235.50
	1000-15-15100-513030-00000000-	18916595	COM TX 092922/18916595	80627	09/30/2022	339.00
	1000-15-15100-513030-00000000-	18916595	COM TX 092922/18916595	80627	09/30/2022	474.60
	1000-15-15100-513030-00000000-	18916595	COM TX 092922/18916595	80627	09/30/2022	1,285.20
	1000-15-15100-513030-00000000-	18916595	COM TX 092922/18916595	80627	09/30/2022	2,065.75
	1000-15-15100-513030-00000000-	18916566	COM TX 100522/18916566	80627	09/30/2022	354.45
	1000-15-15100-513030-00000000-	18916566	COM TX 100522/18916566	80627	09/30/2022	684.00
	1000-15-15100-513030-00000000-	18916566	COM TX 100522/18916566	80627	09/30/2022	760.50
	1000-15-15100-513030-00000000-	18916566	COM TX 100522/18916566	80627	09/30/2022	957.60
	1000-15-15100-513030-00000000-	18916566	COM TX 100522/18916566	80627	09/30/2022	2,335.20
	1000-15-15100-513030-00000000-	18916566	COM TX 100522/18916566	80627	09/30/2022	10,658.66
	1000-15-15100-513030-00000000-	18916620	COM TX 100522/18916620	80627	09/30/2022	183.00
	1000-15-15100-513030-00000000-	18916620	COM TX 100522/18916620	80627	09/30/2022	351.00
	1000-15-15100-513030-00000000-	18916620	COM TX 100522/18916620	80627	09/30/2022	441.00
	1000-15-15100-513030-00000000-	18916620	COM TX 100522/18916620	80627	09/30/2022	491.40
	1000-15-15100-513030-00000000-	18916620	COM TX 100522/18916620	80627	09/30/2022	3,083.76
	Total Paid by Vendor					**24,700.62**
WRIGHT LINE HOLDING INC	1000-41-41110-515340-00000000-	004148271	FURNITURE FOR NAMACC/WORKSTATION	80496	09/30/2022	8,334.85
	Total Paid by Vendor					**8,334.85**
WW GRAINGER	1000-75-75100-515340-00000000-	9452485684	MEASURING WHEEL	80569	09/30/2022	99.58

		Total Paid by Vendor					**99.58**
	XEROX CORPORATION	1000-17-17100-515250-00000000-	IN1909275	FY22 BLANKET PO FOR XEROX COPIER SERVICES COH T190	80497	09/30/2022	25.00
		1000-17-17100-515250-00000000-	IN1918195	FY23 BLANKET PO FOR XEROX COPIER SERVICES COH	80728	10/11/2022	7,406.51
		1000-70-70200-515340-00000000-	IN1918195	FY23 BLANKET PO FOR XEROX COPIER SERVICES COH	80728	10/11/2022	6.68
		Total Paid by Vendor					**7,438.19**
	YARBROUGH PARTNERS LLC	1000-70-70200-515460-00000000-	70741	RENT FOR 120 HOLMES AVE (BLANKET PO)	80398	10/04/2022	4,163.29
		Total Paid by Vendor					**4,163.29**
	Total by Fund 1000						**7,952,687.14**
1005	BEHAVIORAL HEALTH SYSTEMS INC	1005-00-00000-517030-00000000-	20220912-AUG	CLAIMS FOR INVOICES 8/1-8/31/22 BATCH 16-8	80120	09/29/2022	92,454.53
		Total Paid by Vendor					**92,454.53**
	BLUE CROSS AND BLUE SHIELD OF ALABAMA	1005-00-00000-140200-00000000-	HEALTH CLMS 9/19-23	9/19/22-9/23/22 HEALTH CLAIMS	90000227	09/27/2022	(167,798.77)
		1005-00-00000-517010-00000000-	HEALTH CLMS 9/19-23	9/19/22-9/23/22 HEALTH CLAIMS	90000227	09/27/2022	56.47
		1005-00-00000-517010-00000000-	HEALTH CLMS 9/19-23	9/19/22-9/23/22 HEALTH CLAIMS	90000227	09/27/2022	336,118.84
		1005-00-00000-517015-00000000-	HEALTH CLMS 9/19-23	9/19/22-9/23/22 HEALTH CLAIMS	90000227	09/27/2022	150,055.59
		1005-00-00000-517025-00000000-	HEALTH CLMS 9/19-23	9/19/22-9/23/22 HEALTH CLAIMS	90000227	09/27/2022	677.92
		1005-00-00000-517010-00000000-	HEALTH CLM 9/26-9/30	9/26/22-9/30/22 HEALTH CLAIMS	90000242	09/30/2022	580.80
		1005-00-00000-517010-00000000-	HEALTH CLM 9/26-9/30	9/26/22-9/30/22 HEALTH CLAIMS	90000242	09/30/2022	269,152.29
		1005-00-00000-517015-00000000-	HEALTH CLM 9/26-9/30	9/26/22-9/30/22 HEALTH CLAIMS	90000242	09/30/2022	51.70
		1005-00-00000-517015-00000000-	HEALTH CLM 9/26-9/30	9/26/22-9/30/22 HEALTH CLAIMS	90000242	09/30/2022	168,425.12
		1005-00-00000-517025-00000000-	HEALTH CLM 9/26-9/30	9/26/22-9/30/22 HEALTH CLAIMS	90000242	09/30/2022	595.35
		1005-00-00000-517010-00000000-	HEALTH CLMS 10/3-7	10/3/22-10/7/22 HEALTH CLAIMS	90000244	10/10/2022	459.00
		1005-00-00000-517010-00000000-	HEALTH CLMS 10/3-7	10/3/22-10/7/22 HEALTH CLAIMS	90000244	10/10/2022	365,920.50
		1005-00-00000-517015-00000000-	HEALTH CLMS 10/3-7	10/3/22-10/7/22 HEALTH CLAIMS	90000244	10/10/2022	322.63
		1005-00-00000-517015-00000000-	HEALTH CLMS 10/3-7	10/3/22-10/7/22 HEALTH CLAIMS	90000244	10/10/2022	145,975.24
		1005-00-00000-517025-00000000-	HEALTH CLMS 10/3-7	10/3/22-10/7/22 HEALTH CLAIMS	90000244	10/10/2022	275.96
		Total Paid by Vendor					**1,270,868.64**
	Total by Fund 1005						**1,363,323.17**
1010	ALABAMA MEDIA GROUP	1010-72-00000-515520-00000000-	0010453777	MONTHLY LEGAL ADS FOR THE HHPC MEETINGS - BLANKET	80528	10/10/2022	80.60
		Total Paid by Vendor					**80.60**
	ALABAMA SPACE SCIENCE EXHIBIT COMMISSION	1010-30-00000-515520-00000000-	TWR LEASE JUL-SEP 22	50% TWR LEASE COLLECTIONS (CRP'S 7/5/22 TO 9/8/22)	80099	09/26/2022	6,979.19
		Total Paid by Vendor					**6,979.19**
	BRYAN SCOTT MILLER	1010-10-00000-515522-00000000-	733514	PROD SERV FOR JAZZ IN THE PARK 10/9/22	80414	10/05/2022	1,500.00
		Total Paid by Vendor					**1,500.00**
	PCARD PAYMENTS	1010-30-30403-515520-00000000-	283854	ADDIDTIONAL TABLES NEEDED FOR SWIM MEETS - HAC	PCard	09/29/2022	1,199.60
		Total Paid by Vendor					**1,199.60**
	THE ARTS COUNCIL INC	1010-30-30100-515520-00000000-	COH09262022	SOUND SYSTEMS/ASL INTERPRETERS-CONCERTS IN THE PK	90000241	09/30/2022	8,870.00
		Total Paid by Vendor					**8,870.00**
	TRAV-AD SIGNS INC	1010-30-00000-513010-00000000-	98338	NUMBERS FOR MARQUE AT THE METRO SPORTSPLEX	80333	09/30/2022	370.00
		Total Paid by Vendor					**370.00**
	Total by Fund 1010						**18,999.39**
2000	DUTCH OIL COMPANY INC	2000-54-54D10-514010-PT504010-	CFN-16621	FUELING TRANS DATED 091422	90000229	09/26/2022	802.01
		2000-54-54M10-514010-PT504010-	CFN-16621	FUELING TRANS DATED 091422	90000229	09/26/2022	1,995.88
		2000-54-54D10-514010-PT504010-	CFN-16637	FUELING TRANS DATED 091522	90000229	09/26/2022	663.40
		2000-54-54M10-514010-PT504010-	CFN-16637	FUELING TRANS DATED 091522	90000229	09/26/2022	1,969.14
		2000-54-54D10-514010-PT504010-	CFN-16821	FUELING TRANS DATED 091622	90000229	09/26/2022	915.04
		2000-54-54M10-514010-PT504010-	CFN-16821	FUELING TRANS DATED 091622	90000229	09/26/2022	2,157.68
		2000-54-54D10-514010-PT504010-	CFN-16836	FUELING TRANS DATED 091722	90000229	09/26/2022	462.94
		2000-54-54M10-514010-PT504010-	CFN-16836	FUELING TRANS DATED 091722	90000229	09/26/2022	1,172.54
		2000-54-54160-514010-PT504010-	CFN-16846	FUELING TRANS DATED 091922	90000229	09/26/2022	30.69
		2000-54-54D10-514010-PT504010-	CFN-16846	FUELING TRANS DATED 091922	90000229	09/26/2022	809.08
		2000-54-54M10-514010-PT504010-	CFN-16846	FUELING TRANS DATED 091922	90000229	09/26/2022	1,986.74
		2000-54-54D10-514010-PT504010-	CFN-16862	FUELING TRANS DATED 092022	90000229	09/26/2022	816.20
		2000-54-54M10-514010-PT504010-	CFN-16862	FUELING TRANS DATED 092022	90000229	09/26/2022	2,083.15
		2000-54-54D10-514010-PT504010-	CFN-16885	FUELING TRANS DATED 092122	90000236	09/28/2022	935.38
		2000-54-54M10-514010-PT504010-	CFN-16885	FUELING TRANS DATED 092122	90000236	09/28/2022	2,522.57
		2000-54-54D10-514010-PT504010-	CFN-16900	FUELING TRANS DATED 092222	90000236	09/28/2022	902.07
		2000-54-54M10-514010-PT504010-	CFN-16900	FUELING TRANS DATED 092222	90000236	09/28/2022	1,958.67
		2000-54-54D10-514010-PT504010-	CFN-16916	FUELING TRANS DATED 092322	90000236	09/28/2022	940.22
		2000-54-54M10-514010-PT504010-	CFN-16916	FUELING TRANS DATED 092322	90000236	09/28/2022	1,999.77
		2000-54-54D10-514010-PT504010-	CFN-16946	FUELING TRANS DATED 092422	90000236	09/28/2022	322.62
		2000-54-54M10-514010-PT504010-	CFN-16946	FUELING TRANS DATED 092422	90000236	09/28/2022	1,211.37
		2000-54-54D10-514010-PT504010-	CFN-16958	FUELING TRANS DATED 092622	90000236	09/28/2022	842.34
		2000-54-54M10-514010-PT504010-	CFN-16958	FUELING TRANS DATED 092622	90000236	09/28/2022	1,791.75
		2000-54-54D10-514010-PT504010-	CFN-16974	FUELING TRANS DATED 092722	90000236	09/30/2022	724.62
		2000-54-54M10-514010-PT504010-	CFN-16974	FUELING TRANS DATED 092722	90000236	09/30/2022	1,925.84
		2000-54-54D10-514010-PT504010-	CFN-16989	FUELING TRANS DATED 092822	90000243	09/28/2022	903.70
		2000-54-54M10-514010-PT504010-	CFN-16989	FUELING TRANS DATED 092822	90000243	09/28/2022	1,875.33
		2000-54-54D10-514010-PT504010-	CFN-17004	FUELING TRANS DATED 092922	90000243	09/29/2022	855.24
		2000-54-54M10-514010-PT504010-	CFN-17004	FUELING TRANS DATED 092922	90000243	09/29/2022	1,944.76
		2000-54-54160-514010-PT504010-	CFN-17024	FUELING TRANS DATED 093022	90000246	09/30/2022	39.79

	2000-54-54D10-514010-PT504010-	CFN-17024	FUELING TRANS DATED 093022	90000246	09/30/2022	779.45
	2000-54-54M10-514010-PT504010-	CFN-17024	FUELING TRANS DATED 093022	90000246	09/30/2022	2,039.03
	2000-54-54D10-514010-PT504010-	CFN-17248	FUELING TRANS DATED 100122	90000246	10/05/2022	437.96
	2000-54-54M10-514010-PT504010-	CFN-17248	FUELING TRANS DATED 100122	90000246	10/05/2022	1,119.49
	2000-54-54D10-514010-PT504010-	CFN-17258	FUELING TRANS DATED 100322	90000246	10/05/2022	890.13
	2000-54-54M10-514010-PT504010-	CFN-17258	FUELING TRANS DATED 100322	90000246	10/05/2022	1,851.70
	2000-54-54M41-515340-PT504990-	INV-190507	DIESEL EXHAUST FLUID (BLANKET PO)	90000246	09/30/2022	1,163.25
	Total Paid by Vendor					**45,841.54**
HOME DEPOT USA INC	2000-54-54160-515340-PT504990-	708088331	KATHY DEANER 500B CHURCH ST 2ND FL 2564276806	80390	09/30/2022	1,014.32
	2000-54-54160-515340-PT504990-	708342902	KATHY DEANER 500B CHURCH ST 2ND FL 2564276806	80670	09/30/2022	3.41
	Total Paid by Vendor					**1,017.73**
JAMES R HALL	2000-54-54D41-513030-PT503050-	58472	COM TX 092922/58472	80611	09/30/2022	4.50
	2000-54-54D41-513030-PT503050-	58472	COM TX 092922/58472	80611	09/30/2022	85.00
	2000-54-54D41-513030-PT503050-	60063	COM TX 100522/60063	80611	09/30/2022	4.50
	2000-54-54D41-513030-PT503050-	60063	COM TX 100522/60063	80611	09/30/2022	85.00
	2000-54-54D41-513030-PT503050-	60104	COM TX 100522/60104	80611	09/30/2022	4.50
	2000-54-54D41-513030-PT503050-	60104	COM TX 100522/60104	80611	09/30/2022	85.00
	Total Paid by Vendor					**268.50**
MADISON COUNTY AUTO PARTS INC	2000-54-54D41-513030-PT503050-	238521	NAPA TRX DATE 091322	80058	09/26/2022	20.93
	2000-54-54D41-513030-PT503050-	238521	NAPA TRX DATE 091322	80058	09/26/2022	30.28
	2000-54-54M41-513030-PT503050-	238521	NAPA TRX DATE 091322	80058	09/26/2022	9.28
	2000-54-54M41-513030-PT503050-	238521	NAPA TRX DATE 091322	80058	09/26/2022	11.35
	2000-54-54M41-513030-PT503050-	238521	NAPA TRX DATE 091322	80058	09/26/2022	15.44
	2000-54-54M41-513030-PT503050-	238521	NAPA TRX DATE 091322	80058	09/26/2022	21.45
	2000-54-54M41-513030-PT503050-	238521	NAPA TRX DATE 091322	80058	09/26/2022	35.47
	2000-54-54M41-513030-PT503050-	238521	NAPA TRX DATE 091322	80058	09/26/2022	36.78
	2000-54-54M41-513030-PT503050-	238521	NAPA TRX DATE 091322	80058	09/26/2022	40.23
	2000-54-54M41-513030-PT503050-	238521	NAPA TRX DATE 091322	80058	09/26/2022	60.43
	2000-54-54M41-513030-PT503050-	238521	NAPA TRX DATE 091322	80058	09/26/2022	84.96
	2000-54-54M41-513030-PT503050-	238521	NAPA TRX DATE 091322	80058	09/26/2022	141.11
	2000-54-54M41-513030-PT503050-	238521	NAPA TRX DATE 091322	80058	09/26/2022	211.32
	2000-54-54M41-513030-PT503050-	238521	NAPA TRX DATE 091322	80058	09/26/2022	537.42
	2000-54-54D41-513030-PT503050-	238561	NAPA TRX DATE 091422	80058	09/26/2022	3.60
	2000-54-54D41-513030-PT503050-	238561	NAPA TRX DATE 091422	80058	09/26/2022	8.44
	2000-54-54D41-513030-PT503050-	238561	NAPA TRX DATE 091422	80058	09/26/2022	9.58
	2000-54-54D41-513030-PT503050-	238561	NAPA TRX DATE 091422	80058	09/26/2022	10.28
	2000-54-54D41-513030-PT503050-	238561	NAPA TRX DATE 091422	80058	09/26/2022	189.21
	2000-54-54M41-513030-PT503050-	238561	NAPA TRX DATE 091422	80058	09/26/2022	12.90
	2000-54-54M41-513030-PT503050-	238561	NAPA TRX DATE 091422	80058	09/26/2022	70.86
	2000-54-54M41-513030-PT503050-	238561	NAPA TRX DATE 091422	80058	09/26/2022	86.50
	2000-54-54D41-513030-PT503050-	238618	NAPA TRX DATE 091522	80058	09/26/2022	2.93
	2000-54-54D41-513030-PT503050-	238618	NAPA TRX DATE 091522	80058	09/26/2022	3.16
	2000-54-54D41-513030-PT503050-	238618	NAPA TRX DATE 091522	80058	09/26/2022	3.60
	2000-54-54D41-513030-PT503050-	238618	NAPA TRX DATE 091522	80058	09/26/2022	19.37
	2000-54-54D41-513030-PT503050-	238618	NAPA TRX DATE 091522	80058	09/26/2022	36.00
	2000-54-54D41-513030-PT503050-	238618	NAPA TRX DATE 091522	80058	09/26/2022	381.48
	2000-54-54M41-513030-PT503050-	238618	NAPA TRX DATE 091522	80058	09/26/2022	9.28
	2000-54-54M41-513030-PT503050-	238618	NAPA TRX DATE 091522	80058	09/26/2022	11.35
	2000-54-54M41-513030-PT503050-	238618	NAPA TRX DATE 091522	80058	09/26/2022	18.56
	2000-54-54M41-513030-PT503050-	238618	NAPA TRX DATE 091522	80058	09/26/2022	34.42
	2000-54-54M41-513030-PT503050-	238618	NAPA TRX DATE 091522	80058	09/26/2022	36.78
	2000-54-54M41-513030-PT503050-	238618	NAPA TRX DATE 091522	80058	09/26/2022	60.43
	2000-54-54M41-513030-PT503050-	238618	NAPA TRX DATE 091522	80058	09/26/2022	77.64
	2000-54-54D41-513030-PT503050-	238626	NAPARETURNTRAN 091522	80058	09/26/2022	(36.00)
	2000-54-54D41-513030-PT503050-	238649	NAPA TRX DATE 091622	80058	09/26/2022	3.16
	2000-54-54D41-513030-PT503050-	238649	NAPA TRX DATE 091622	80058	09/26/2022	3.60
	2000-54-54M41-513030-PT503050-	238649	NAPA TRX DATE 091622	80058	09/26/2022	108.00
	2000-54-54M41-513030-PT503050-	238649	NAPA TRX DATE 091622	80058	09/26/2022	471.86
	2000-54-54M41-513030-PT503050-	238649	NAPA TRX DATE 091622	80058	09/26/2022	547.32
	2000-54-54M41-513030-PT503050-	238649	NAPA TRX DATE 091622	80058	09/26/2022	685.31
	2000-54-54M41-513030-PT503050-	238650	NAPARETURNTRAN 091622	80058	09/26/2022	(108.00)
	2000-54-54M41-513030-PT503050-	238720	NAPA TRX DATE 091922	80058	09/26/2022	7.72
	2000-54-54M41-513030-PT503050-	238720	NAPA TRX DATE 091922	80058	09/26/2022	211.32
	2000-54-54M41-513030-PT503050-	238720	NAPA TRX DATE 091922	80058	09/26/2022	469.02
	2000-54-54M41-513030-PT503050-	238720	NAPA TRX DATE 091922	80058	09/26/2022	524.96
	2000-54-54M41-513030-PT503050-	238720	NAPA TRX DATE 091922	80058	09/26/2022	762.44
	2000-54-54D41-513030-PT503050-	238862	NAPA TRX DATE 092222	80058	09/26/2022	5.40
	2000-54-54D41-513030-PT503050-	238862	NAPA TRX DATE 092222	80058	09/26/2022	8.68
	2000-54-54D41-513030-PT503050-	238862	NAPA TRX DATE 092222	80058	09/26/2022	15.44
	2000-54-54D41-513030-PT503050-	238862	NAPA TRX DATE 092222	80058	09/26/2022	24.40

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2000-54-54D41-513030-PT503050-	239036	NAPA TRX DATE 092822	80394	09/28/2022	7.65
2000-54-54D41-513030-PT503050-	239036	NAPA TRX DATE 092822	80394	09/28/2022	14.66
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		2000-54-54M41-513030-PT503050-	239310	NAPA TRX DATE 100622	80591	10/07/2022	46.32
		2000-54-54M41-513030-PT503050-	239310	NAPA TRX DATE 100622	80591	10/07/2022	52.45
		2000-54-54M41-513030-PT503050-	239310	NAPA TRX DATE 100622	80591	10/07/2022	60.43
		2000-54-54M41-513030-PT503050-	239310	NAPA TRX DATE 100622	80591	10/07/2022	64.36
		2000-54-54M41-513030-PT503050-	239310	NAPA TRX DATE 100622	80591	10/07/2022	84.96
		2000-54-54M41-513030-PT503050-	239310	NAPA TRX DATE 100622	80591	10/07/2022	90.32
		2000-54-54M41-513030-PT503050-	239310	NAPA TRX DATE 100622	80591	10/07/2022	717.36
		2000-54-54M41-513030-PT503050-	239310	NAPA TRX DATE 100622	80591	10/07/2022	3,552.57
		2000-54-54M41-513030-PT503050-	239310	NAPA TRX DATE 100622	80591	10/07/2022	5,372.33
		2000-54-54160-515340-PT504990-	238936	SUPPLIES FOR PUBLIC TRANSIT (BLANKET)	80591	09/30/2022	1,252.55
		2000-54-54D41-513030-PT504990-	238052	GREASE, OIL AND LUBRICANTS (BLANKET PO)	80682	09/30/2022	50.16
		2000-54-54M41-513030-PT504990-	238052	GREASE, OIL AND LUBRICANTS (BLANKET PO)	80682	09/30/2022	57.00
		2000-54-54D41-515340-PT504990-	238053	ANTIFREEZE FOR PUBLIC TRANSIT (BLANKET)	80682	09/30/2022	48.90
		2000-54-54M41-515340-PT504990-	238053	ANTIFREEZE FOR PUBLIC TRANSIT (BLANKET)	80682	09/30/2022	48.90
		2000-54-54D41-515340-PT504990-	238054	ANTIFREEZE FOR PUBLIC TRANSIT (BLANKET)	80682	09/30/2022	26.16
		2000-54-54M41-515340-PT504990-	238054	ANTIFREEZE FOR PUBLIC TRANSIT (BLANKET)	80682	09/30/2022	26.16
		2000-54-54D41-515340-PT504990-	238055	ANTIFREEZE- GREEN (BLANKET)	80682	09/30/2022	26.34
		2000-54-54M41-515340-PT504990-	238055	ANTIFREEZE- GREEN (BLANKET)	80682	09/30/2022	26.34
		2000-54-54D41-515340-PT504990-	238448	ANTIFREEZE FOR PUBLIC TRANSIT (BLANKET)	80682	09/30/2022	315.84
		2000-54-54M41-515340-PT504990-	238448	ANTIFREEZE FOR PUBLIC TRANSIT (BLANKET)	80682	09/30/2022	315.85
		Total Paid by Vendor					**25,977.44**
	STAPLES INC	2000-54-54160-515340-PT504990-	3518675661	KATHY DEANER 500B CHURCH ST 2ND FL 2564276806	80324	09/27/2022	97.92
		Total Paid by Vendor					**97.92**
	TIMOTHY BEVERLY	2000-54-54160-513030-PT503050-	42247	COM TX 092822/42247	80121	09/29/2022	100.00
		Total Paid by Vendor					**100.00**
	WOODY ANDERSON FORD INC	2000-54-54D41-513030-PT503050-	16448252/1	COM TX 092822/16448252/1	80351	09/29/2022	300.00
		2000-54-54D41-513030-PT503050-	16448252/1	COM TX 092822/16448252/1	80351	09/29/2022	480.39
		Total Paid by Vendor					**780.39**
	Total by Fund 2000						**74,083.52**
2100	AMANDA ELLIOTT	2100-70-70100-515520-PN200010-00007	752	GRAPHIC DESIGN FOR BREAKING BARRIERS	80361	09/30/2022	225.00
		Total Paid by Vendor					**225.00**
	ASHAKIRAN INC	2100-70-70100-515340-PN200011-00137	REQ6HESG21	REIMBURSE EXPENSE REQUEST NO 6	80116	09/28/2022	4,130.27
		Total Paid by Vendor					**4,130.27**
	BOYS & GIRLS CLUBS OF NORTH ALABAMA	2100-70-70100-515520-PN200009-00128	REQ 1 CDBG	REIMBURSE EXPENSES FOR REQUEST 1	80412	09/30/2022	165,505.00
		Total Paid by Vendor					**165,505.00**
	CASA OF MADISON COUNTY	2100-70-70100-515520-PN200009-00128	REQ 1 CDBG	REIMBURSE EXPENSES FOR REQUEST 1 7/01/21 - 6/13/22	80415	09/30/2022	10,000.00
		Total Paid by Vendor					**10,000.00**
	COH COMMUNITY DEVELOPMENT	2100-70-70100-515340-PN200015-	REIMBHOME2022	REIMBURSE HOME SYNOVUS ACCOUNT 0818009351 WIRE FEE	80646	09/30/2022	30.00
		Total Paid by Vendor					**30.00**
	COMMUNITY ACTION PARTNERSHIP HUNTSVILLE/MADISON	2100-70-70100-515520-PN200011-00137	REQ6HESG21	REIMBURSE EXPENSE REQUEST #6	80126	09/28/2022	6,019.47
		Total Paid by Vendor					**6,019.47**
	CRISIS SERVICES OF NORTH ALABAMA	2100-70-70100-515340-PN200011-00137	REQ6HESG21	REIMBURSE EXPENSE REQUEST NO6	80129	09/28/2022	3,106.73
		Total Paid by Vendor					**3,106.73**
	FAMILY SERVICES CENTER INC	2100-70-70100-515340-PN200011-00137	REQ6HESG21	REIMBURSE EXPENSE REQUEST NO 6	80133	09/28/2022	3,200.83
		Total Paid by Vendor					**3,200.83**
	FIRST STOP INC	2100-70-70100-515370-PN200011-00137	REQ6HESG21	REIMBURSE EXPENSE REQUEST NO 6	80135	09/28/2022	7,029.72
		Total Paid by Vendor					**7,029.72**
	JAMES MONAGHAN	2100-70-70300-523000-00000000-00149	5041	REHAB RENOVATION 6010 LINCOYA DRIVE	90000238	09/30/2022	12,760.00
		Total Paid by Vendor					**12,760.00**
	MEADOW HILLS INITIATIVE INC	2100-70-70100-515520-PN200010-00007	REQ14UDAG	REIMBURSE UTILITIES FOR NEIGHBORHOOD CENTER	80687	09/30/2022	166.67
		Total Paid by Vendor					**166.67**
	NEW FUTURES INC	2100-70-70100-515340-PN200011-00137	REQ6HESG21	REIMBURSE EXPENSE REQUEST NO 6	80167	09/28/2022	7,101.42
		Total Paid by Vendor					**7,101.42**
	PCARD PAYMENTS	2100-70-70300-523000-00000000-00149	283872	MATERIALS FOR DMP PROJRCTS	PCard	09/30/2022	19.56
		2100-70-70300-523000-00000000-00149	283892	MATERIALS FOR DMP PROJECTS	PCard	10/03/2022	94.28
		Total Paid by Vendor					**113.84**
	REDSTONE FEDERAL CREDIT UNION	2100-70-70300-515370-00000000-00149	LOANS SEP 2022	SERVICE FEE FOR SEPTEMBER 2022 LOANS	80464	09/30/2022	462.50
		Total Paid by Vendor					**462.50**
	RIAH ROSE HOME FOR CHILDREN	2100-70-70100-515340-PN200011-00137	REQ6HESG21	REIMBURSE EXPENSE REQUEST NO 6	80311	09/28/2022	150.00
		Total Paid by Vendor					**150.00**
	SHERWIN-WILLIAMS CO	2100-70-70300-523000-00000000-00149	8639-4	PAINT MATERIALS FOR DMP PROJECTS	80318	09/30/2022	46.74
		Total Paid by Vendor					**46.74**
	STAPLES INC	2100-70-70100-515340-PN200015-	3518675650	GABRIEL,120 HOLMES AVE NE 2ND FLOOR,256-427-5057	80324	09/27/2022	139.99
		2100-70-70100-515340-PN200015-	3518675651	GABRIEL,120 HOLMES AVE NE 2ND FLOOR,256-427-5057	80324	09/27/2022	273.20

		2100-70-70100-515340-PN200015-	3518675652	GABRIEL,120 HOLMES AVE NE 2ND FLOOR,256-427-5057	80324	09/27/2022	20.80
		Total Paid by Vendor					**433.99**
	XEROX CORPORATION	2100-70-70100-515340-00000000-00149	IN1918195	FY23 BLANKET PO FOR XEROX COPIER SERVICES COH	80728	10/11/2022	6.68
		2100-70-70300-515340-00000000-00149	IN1918195	FY23 BLANKET PO FOR XEROX COPIER SERVICES COH	80728	10/11/2022	6.68
		Total Paid by Vendor					**13.36**
	YARBROUGH PARTNERS LLC	2100-70-70100-515460-00000000-00149	70741	RENT FOR 120 HOLMES AVE (BLANKET PO)	80398	10/04/2022	4,163.29
		2100-70-70300-515460-00000000-00149	70741	RENT FOR 120 HOLMES AVE (BLANKET PO)	80398	10/04/2022	3,568.54
		Total Paid by Vendor					**7,731.83**
	Total by Fund 2100						**228,227.37**
2101	ASHAKIRAN INC	2101-70-70100-515340-00000000-00130	REQ25HESGCV20	REIMBURSE EXPENSE REQUEST NO 25	80117	09/28/2022	9,485.00
		Total Paid by Vendor					**9,485.00**
	COMMUNITY ACTION PARTNERSHIP HUNTSVILLE/MADISON	2101-70-70100-515520-00000000-00130	REQ25HESGCV20	REIMBURSE EXPENSE REQUEST NO 25	80127	09/28/2022	46,422.23
		Total Paid by Vendor					**46,422.23**
	DISABLED AMERICAN VETERANS	2101-70-70100-515370-00000000-00130	REQ25HESGCV20	REIMBURSE EXPENSE REQUEST NO 25	80130	09/28/2022	3,767.89
		2101-70-70100-515520-00000000-00130	REQ25HESGCV20	REIMBURSE EXPENSE REQUEST NO 25	80130	09/28/2022	16,987.37
		Total Paid by Vendor					**20,755.26**
	FAMILY SERVICES CENTER INC	2101-70-70100-515520-00000000-00130	REQ25HESGCV20	REIMBURSE EXPENSE REQUESR NO 25	80134	09/28/2022	19,051.83
		Total Paid by Vendor					**19,051.83**
	FIRST STOP INC	2101-70-70100-515520-PN200011-00147	REQ3STATECDBG-CV	REIMBURSE EXPENSES FOR REQ#3 ADECA CDBG-CV	80383	09/30/2022	199,058.40
		2101-70-70100-515520-00000000-00119	REQ9CDBG-CV	REIMBURSE EXPENSES FOR REQUEST #9	80563	09/30/2022	3,040.00
		Total Paid by Vendor					**202,098.40**
	NORTH ALABAMA COALITION FOR THE HOMELESS INC	2101-70-70100-515370-00000000-00130	REQ25HESGCV20	REIMBURSE EXPENSE REQUEST NO 25	80169	09/28/2022	17,854.92
		Total Paid by Vendor					**17,854.92**
	Total by Fund 2101						**315,667.64**
2200	HABITAT FOR HUMANITY OF RIVER VALLEY	2200-70-00000-515520-C0063219-	22-183/3		80664	09/30/2022	43,039.32
		Total Paid by Vendor					**43,039.32**
	Total by Fund 2200						**43,039.32**
2500	AL CONSTITUTION VILLAGE HUNTSVILLE HISTORIC DEPOT	2500-00-00000-515520-SLFRF009-	SEPT 22 ARPA	BLANKET PO FOR ARPA RES 22-59	80557	09/30/2022	8,569.93
		Total Paid by Vendor					**8,569.93**
	ALABAMA SPACE SCIENCE EXHIBIT COMMISSION	2500-00-00000-515520-SLFRF006-	SEPT 22 ARPA	BLANKET PO FOR ARPA RES 22-59	80624	09/30/2022	63,812.23
		Total Paid by Vendor					**63,812.23**
	CORE & MAIN LP	2500-14-00000-527003-00000000-	P165365A	REPAYMENT FOR TAKING CREDIT Q182497 TWICE	80647	09/30/2022	249.90
		Total Paid by Vendor					**249.90**
	ECHOLS LINDSEY & MOORE STRUCTURAL ENGINEERS INC	2500-14-00000-523035-00000000-	3796	STRUCTURAL SERVICES- JHP ARMORY RENO PH2	80427	09/30/2022	437.50
		Total Paid by Vendor					**437.50**
	HUNTSVILLE MADISON COUNTY BOTANICAL GARDENS INC	2500-00-00000-515520-SLFRF007-	SEPT 22 ARPA	BLANKET PO FOR ARPA REIMBURSEMENT RES. 22-59	80577	09/30/2022	83,757.16
		Total Paid by Vendor					**83,757.16**
	HUNTSVILLE MUSEUM OF ART	2500-00-00000-515520-SLFRF008-	SEPT 22 ARPA	BLANKET PO FOR ARPA REIMBURSEMENT RES. 22-59	80578	09/30/2022	875.00
		Total Paid by Vendor					**875.00**
	HUNTSVILLE UTILITIES	2500-14-00000-523035-00000000-	ATC JHP ELEC R. JONE	ATC-ELECTRIC-JOHN HUNT PARK RAYMOND JONES COMM CTR	80581	10/11/2022	11,711.00
		2500-00-00000-515700-SLFRF009-	3110100101291022	UTILITY BILL	80673	09/30/2022	2,007.82
		Total Paid by Vendor					**13,718.82**
	LEE BUILDERS INC	2500-14-00000-523035-00000000-	22015-02	CONSTRUCTION SERVICES-JHP RAYM	80589	09/30/2022	152,042.40
		Total Paid by Vendor					**152,042.40**
	PRO ELECTRIC INC	2500-14-00000-521021-00000000-	W43239	REPLACE WALL PACKS - CRAWFORD PARK	80701	09/30/2022	8,188.67
		2500-14-00000-521021-00000000-	W43239A	REPLACE WALL PACKS - CRAWFORD PARK - ADD'L COSTS	80701	09/30/2022	655.00
		Total Paid by Vendor					**8,843.67**
	SCHOEL ENGINEERING COMPANY INC	2500-14-00000-523035-00000000-	525671 REIMB EXP	REIMBURSABLE EXPENSES	80316	09/30/2022	1,454.25
		Total Paid by Vendor					**1,454.25**
	Total by Fund 2500						**333,760.86**
3020	ALABAMA CONCRETE INC	3020-75-00000-529000-00000000-	118403	CONCRETE FOR PROJECT	80356	09/30/2022	125.00
		3020-55-00000-516010-00000000-	119328	FY22 PICKUP CONCRETE MAINT BLANKET	80356	09/30/2022	570.00
		3020-55-00000-516010-00000000-	119329	FY22 PICKUP CONCRETE MAINT BLANKET	80356	09/30/2022	114.00
		3020-55-00000-516010-00000000-	119087	FY22 PICKUP CONCRETE MAINT BLANKET	80356	09/30/2022	114.00
		3020-55-00000-516010-00000000-	119235	FY22 PICKUP CONCRETE MAINT BLANKET	80356	09/30/2022	228.00
		3020-55-00000-516010-00000000-	119236	FY22 PICKUP CONCRETE MAINT BLANKET	80356	09/30/2022	855.00
		3020-55-00000-516040-00000000-	119189	FY22 PICKUP CONCRETE CONST BLANKET	80356	09/30/2022	238.00
		3020-55-00000-516040-00000000-	118957	FY22 PICKUP CONCRETE CONST BLANKET	80356	09/30/2022	535.50
		3020-55-00000-516040-00000000-	118602	FY22 PICKUP CONCRETE CONST BLANKET	80356	09/30/2022	1,309.00
		3020-55-00000-516040-00000000-	118664	FY22 PICKUP CONCRETE CONST BLANKET	80356	09/30/2022	119.00
		3020-55-00000-516040-00000000-	118828	FY22 PICKUP CONCRETE CONST BLANKET	80356	09/30/2022	238.00
		3020-55-00000-516010-00000000-	119634	FY23 CONCRETE BLANKET MAINTENANCE(PICKUP)	80521	10/10/2022	285.00
		3020-55-00000-516010-00000000-	119633	FY23 CONCRETE BLANKET MAINTENANCE(PICKUP)	80521	10/10/2022	399.00
		3020-55-00000-516010-00000000-	119548	FY23 CONCRETE BLANKET MAINTENANCE(PICKUP)	80521	10/10/2022	1,309.00
		3020-55-00000-516010-00000000-	119635	FY23 CONCRETE BLANKET MAINTENANCE(PICKUP)	80521	10/10/2022	114.00
		3020-55-00000-516010-00000000-	119703	FY23 CONCRETE BLANKET MAINTENANCE(PICKUP)	80521	10/10/2022	627.00
		Total Paid by Vendor					**7,179.50**
	ALABAMA GUARDRAIL INC	3020-55-00000-516010-00000000-	0024697-IN	GUARDRAIL REPAIR OLD MADISON PK/WYNN DRIVE	80526	09/30/2022	2,500.00
		Total Paid by Vendor					**2,500.00**
	ALABAMA MEDIA GROUP	3020-55-00000-516020-00000000-	283906	ALABAMA MEDIA GROUP	PCard	10/05/2022	1,308.37

	Total Paid by Vendor					**1,308.37**
BORE, CO. INC	3020-17-00000-520500-PR8629XX-	1090	3 QUOTED FIBER CONDUIT INSTALL AT FERN BELL PAR	80411	09/30/2022	8,900.00
	Total Paid by Vendor					**8,900.00**
BUILDING SPECIALTIES CO INC	3020-14-00000-523044-00000000-	71210026	NORTH PRECINCT RENO ALEA LEASE NEW DOOR LOCKS	80542	09/30/2022	6,000.00
	Total Paid by Vendor					**6,000.00**
CORE & MAIN LP	3020-55-00000-516040-00000000-	R437608	STORM PIPE FOR STOCK	80552	09/30/2022	13,085.00
	3020-55-00000-516010-00000000-	R441727	PIPE FOR ANTIETAM ROAD	80552	10/10/2022	26,170.00
	Total Paid by Vendor					**39,255.00**
CROY ENGINEERING LLC	3020-14-00000-521003-00000000-	25970	CONSTRUCTON ADMIN SERVICES- JHP VOLLEYBALL PLOT	80422	09/30/2022	460.00
	3020-14-00000-521003-00000000-	25905	CONSTRUCTON ADMIN SERVICES- JHP VOLLEYBALL PLOT	80422	09/30/2022	1,860.00
	Total Paid by Vendor					**2,320.00**
DANA SAFETY SUPPLY	3020-15-00000-520100-00000000-	813034	EQUIPMENT FOR EQ# 022373	80378	09/30/2022	4,527.58
	3020-15-00000-520100-00000000-	813035	EQUIPMENT FOR EQ#022373	80378	09/30/2022	1,018.00
	Total Paid by Vendor					**5,545.58**
ECHOLS LINDSEY & MOORE STRUCTURAL ENGINEERS INC	3020-14-00000-521010-00000000-	3801	ENGINEERING SERVICES - HAYS FARM SPORTS PARK	80427	09/30/2022	200.00
	Total Paid by Vendor					**200.00**
GENERAL SHALE BRICK	3020-55-00000-516040-00000000-	183683539	BRICK FOR PWS CONSTRUCTION	80566	09/30/2022	391.00
	Total Paid by Vendor					**391.00**
GRAYBAR ELECTRIC COMPANY	3020-75-00000-529000-00000000-	9328737643	ELECTRICAL ITEMS FOR PROJECT	80386	09/30/2022	612.33
	3020-14-00000-513010-PR8610XX-	9328675017	LAKEWOOD CENTER -LIGHT FIXTURES PARKING LOT	80436	09/30/2022	2,345.49
	Total Paid by Vendor					**2,957.82**
GREENRISE TECHNOLGIES LLC	3020-52-00000-513010-PR8431XX-	INV-GRT3810	HAYS GREEN ROOF MAINTENANCE (BLANKET)	80571	09/30/2022	1,101.60
	Total Paid by Vendor					**1,101.60**
HUNTSVILLE FENCE COMPANY	3020-52-00000-513010-PR8431XX-	COHHAY59	HAYS NATURE PRESERVE - BACK SIDE GATE	80439	09/30/2022	6,910.80
	Total Paid by Vendor					**6,910.80**
HUNTSVILLE UTILITIES	3020-75-00000-529000-00000000-	5886	WOOD POLES FOR PROJECT	80441	09/30/2022	1,472.56
	Total Paid by Vendor					**1,472.56**
INLINE ELECTRIC SUPPLY CO INC	3020-75-00000-529000-00000000-	S4847720.001	WIRE FOR PROJECT	80445	09/30/2022	876.82
	Total Paid by Vendor					**876.82**
JAKE MARSHALL SERVICE INC	3020-14-00000-523033-00000000-	HUNTSVILLE-447490	DOOR ACCESS CONTROLS-HEALTH & WELLNESS	80584	09/30/2022	449.28
	Total Paid by Vendor					**449.28**
JAMES MONAGHAN	3020-14-00000-521003-00000000-	5042	DISC GOLF BASKET SLEEVES- JOHN HUNT DISC COURSE	90000247	10/10/2022	2,550.00
	Total Paid by Vendor					**2,550.00**
JAMES R HALL	3020-55-00000-516020-00000000-	58467	FY23 TOWING FOR RESURFACING--BLANKET	80710	10/11/2022	79.40
	3020-55-00000-516020-00000000-	58468	FY23 TOWING FOR RESURFACING--BLANKET	80710	10/11/2022	79.40
	3020-55-00000-516020-00000000-	59040	FY23 TOWING FOR RESURFACING--BLANKET	80710	10/11/2022	52.40
	3020-55-00000-516020-00000000-	59296	FY23 TOWING FOR RESURFACING--BLANKET	80710	10/11/2022	77.60
	3020-55-00000-516020-00000000-	59297	FY23 TOWING FOR RESURFACING--BLANKET	80710	10/11/2022	77.60
	3020-55-00000-516020-00000000-	59298	FY23 TOWING FOR RESURFACING--BLANKET	80710	10/11/2022	77.60
	Total Paid by Vendor					**444.00**
LEE BUILDERS INC	3020-14-00000-523021-00000000-	21045-8R	CONSTRUCTION SERVICES- JOE DAV	80589	09/30/2022	1,918,161.30
	Total Paid by Vendor					**1,918,161.30**
MIDSOUTH PAVING INC	3020-00-00000-220400-00000000-	403236-009-2F	2260-CHACO ST-FINAL RET	80596	09/30/2022	509.58
	Total Paid by Vendor					**509.58**
MUSCO CORPORATION	3020-14-00000-523021-00000000-	370704	JOE DAVIS STADIUM SOCCER RENO LED LIGHTING	80454	09/30/2022	128,000.00
	Total Paid by Vendor					**128,000.00**
NATIONAL AUTO FLEET GROUP	3020-15-00000-520100-00000000-	FRT-9804	PATCH TRUCK FOR PUBLIC WORKS	80690	10/12/2022	212,005.00
	Total Paid by Vendor					**212,005.00**
OMI INC	3020-14-00000-523021-00000000-	23101	ENGINEERING SERVICES - JOE DAV	80601	09/30/2022	1,437.00
	Total Paid by Vendor					**1,437.00**
OSBORN CONCRETE CUTTING	3020-55-00000-516040-00000000-	18730	CONCRETE CUTTING FOR PWS (BLANKET)	80066	09/26/2022	787.50
	Total Paid by Vendor					**787.50**
OUTDOORLINK INC	3020-30-00000-513010-00000000-	44147	COMMERCIAL LIGHTING FEE - SOLE SOURCE	80602	09/30/2022	6,268.68
	Total Paid by Vendor					**6,268.68**
PRO-AIR SERVICES INC	3020-14-00000-513010-PR8610XX-	100015	AQUATIC CENTER -CHILLER 1 REPAIRS	80607	09/30/2022	10,015.11
	Total Paid by Vendor					**10,015.11**
ROGERS GROUP INC	3020-55-00000-516020-00000000-	386422-17-1	LEEMAN FERRY TRAFFIC CONTROL	80312	09/30/2022	4,398.10
	3020-55-00000-516020-00000000-	382121-3-1	BLUE SPRING RD PATCHING	80312	09/30/2022	52,308.55
	3020-55-00000-516020-00000000-	382121-4-1	WINCHESTER RD PATCHING	80312	09/30/2022	330,547.60
	3020-55-00000-516010-00000000-	0203001659	FY22 ASPHALT BLANKET-MAINTENANCE	80312	09/30/2022	1,838.16
	3020-55-00000-516020-00000000-	382121-16-1	PULASKI PIKE PAVING	80312	09/30/2022	286,480.54
	3020-00-00000-220400-00000000-	386422-17-2RET	2224-LEEMAN FERRY TRAFFIC CONTROL-FINAL RET	80612	09/30/2022	219.91
	3020-55-00000-516010-00000000-	0203001682	FY22 ASPHALT BLANKET-MAINTENANCE	80612	09/30/2022	4,477.92
	Total Paid by Vendor					**680,270.78**
SITEONE LANDSCAPE SUPPLY HOLDING LLC	3020-55-00000-516010-00000000-	123525234-001	STRAW FOR MAINTENANCE	80320	09/27/2022	900.00
	Total Paid by Vendor					**900.00**
SOUTHERN LIGHTING AND TRAFFIC	3020-75-00000-529001-00000000-	45831	SIGNAL CONTROLLER	80715	10/12/2022	4,000.00
	3020-75-00000-529001-00000000-	45832	SIGNAL CONTROLLERS	80715	10/12/2022	8,000.00
	Total Paid by Vendor					**12,000.00**
SPECTRUM SOLUTIONS INC	3020-17-00000-520500-PR8629XX-	7639	FIBER INSTALL/WORK FOR 3242 LEEMAN FERRY RD/LM	80322	09/28/2022	2,150.53

		3020-17-00000-520500-PR8629XX-	7670	FIBER INSTALL/WORK FOR 5365 TRIANA BLVD. K-9 CENTE	80478	10/04/2022	385.66
		Total Paid by Vendor					**2,536.19**
	SWARCO	3020-75-00000-529000-00000000-	900170007	GLASS BEADS	80326	09/28/2022	760.00
		Total Paid by Vendor					**760.00**
	TEMPLE INC	3020-75-00000-529000-00000000-	INV0222222	PED SIGNAL ITEMS FOR PROJECT	80091	09/26/2022	507.00
		3020-75-00000-529000-00000000-	INV0222361	ITEMS FOR PROJECTS	80327	09/27/2022	4,746.00
		3020-75-00000-529001-00000000-	INV0222593	ITERIS CAMERAS - SOLE SOURCE	80482	09/30/2022	45,040.00
		Total Paid by Vendor					**50,293.00**
	TOP SURFACE LLC	3020-14-00000-523000-PR8405XX-	318	VETERANS PARK- MASK & PROTECT (8) GRANITE BLOCKS	80484	09/30/2022	14,000.00
		Total Paid by Vendor					**14,000.00**
	UTILICOM SUPPLY ASSOCIATES LLC	3020-75-00000-529000-00000000-	296362	LED'S FOR PROJECT	80489	09/30/2022	753.00
		3020-75-00000-529000-00000000-	296357	ITEMS FOR PROJECT-UTILICOM	80489	09/30/2022	1,064.25
		3020-75-00000-529000-00000000-	296359	LEDS FOR PROJECT	80489	09/30/2022	2,475.00
		Total Paid by Vendor					**4,292.25**
	VULCAN INC	3020-75-00000-529000-00000000-	R23180	CHANNEL POSTS FOR PROJECTS	80342	09/27/2022	15,453.00
		Total Paid by Vendor					**15,453.00**
	VULCAN MATERIALS CO	3020-55-00000-516010-00000000-	51229994	FY22 ROCK BLANKET--MAINTENANCE	80341	09/27/2022	244.79
		3020-55-00000-516010-00000000-	51229993	FY22 ROCK BLANKET--MAINTENANCE	80341	09/27/2022	1,156.31
		3020-55-00000-516010-00000000-	51229996	FY22 ROCK BLANKET--MAINTENANCE	80341	09/27/2022	1,360.50
		3020-55-00000-516010-00000000-	51229998	FY22 ROCK BLANKET--MAINTENANCE	80341	09/27/2022	5,039.61
		3020-55-00000-516040-00000000-	51229997	FY22 ROCK/STONE PWS CONSTRUCTION (BLANKET)	80341	09/27/2022	2,333.44
		3020-55-00000-516040-00000000-	51229995	FY22 ROCK/STONE PWS CONSTRUCTION (BLANKET)	80341	09/27/2022	3,712.38
		3020-55-00000-516040-00000000-	51229999	FY22 ROCK/STONE PWS CONSTRUCTION (BLANKET)	80341	09/27/2022	28,239.95
		3020-55-00000-516040-00000000-	512300000	FY22 ROCK/STONE PWS CONSTRUCTION (BLANKET)	80341	09/27/2022	8,494.32
		3020-55-00000-516010-00000000-	51210757A	FY22 ROCK BLANKET--MAINTENANCE	80341	09/28/2022	(233.70)
		3020-55-00000-516040-00000000-	51237134	FY22 ROCK/STONE PWS CONSTRUCTION (BLANKET)	80397	09/30/2022	969.54
		3020-55-00000-516040-00000000-	51237135	FY22 ROCK/STONE PWS CONSTRUCTION (BLANKET)	80397	09/30/2022	1,252.81
		3020-55-00000-516040-00000000-	51233852	FY22 ROCK/STONE PWS CONSTRUCTION (BLANKET)	80490	09/30/2022	649.74
		3020-55-00000-516040-00000000-	51233850	FY22 ROCK/STONE PWS CONSTRUCTION (BLANKET)	80490	09/30/2022	892.62
		3020-55-00000-516010-00000000-	51233853	FY22 ROCK BLANKET--MAINTENANCE	80490	09/30/2022	161.69
		Total Paid by Vendor					**54,274.00**
	WILSON LUMBER COMPANY	3020-55-00000-516040-00000000-	747420	FY22 LUMBER BLANKET---PWS CONSTRUCTION	80349	09/27/2022	4,013.18
		3020-55-00000-516040-00000000-	747224	FY22 LUMBER BLANKET---PWS CONSTRUCTION	80349	09/27/2022	826.90
		Total Paid by Vendor					**4,840.08**
	WOODY ANDERSON FORD INC	3020-15-00000-520100-00000000-	226328	SUV'S FOR HPD	80626	09/30/2022	53,057.12
		3020-15-00000-520100-00000000-	226329	SUV'S FOR HPD	80626	09/30/2022	53,057.12
		3020-15-00000-520100-00000000-	226330	SUV'S FOR HPD	80626	09/30/2022	53,057.12
		3020-15-00000-520100-00000000-	226331	SUV'S FOR HPD	80626	09/30/2022	53,057.12
		3020-15-00000-520100-00000000-	226332	SUV'S FOR HPD	80626	09/30/2022	53,057.12
		3020-15-00000-520100-00000000-	226334	SUV'S FOR HPD	80626	09/30/2022	52,272.72
		3020-15-00000-520100-00000000-	226339	TRUCK FOR LANDSCAPE	80626	10/11/2022	44,598.00
		3020-15-00000-520100-00000000-	226338	TRUCKS FOR GENERAL SERVICES	80626	10/11/2022	37,305.75
		Total Paid by Vendor					**399,462.07**
	Total by Fund 3020						**3,606,627.87**
3040	PNC BANK NATIONAL ASSOCIATION	3040-00-00000-601000-DE2021VB-	DEBT 10/1/22	DEBT SERVICE PAYMENT - VBC 2021	80352	10/03/2022	34,840.02
		3040-00-00000-602000-DE2021VB-	DEBT 10/1/22	DEBT SERVICE PAYMENT - VBC 2021	80352	10/03/2022	9,416.35
		Total Paid by Vendor					**44,256.37**
	Total by Fund 3040						**44,256.37**
3080	BAILEY HARRIS CONSTRUCTION COMPANY INC	3080-00-00000-220400-00000000-	APPL #21 HOLMES PRKG	191107-HOLMES AVE PARKING DECK-FINAL RET	80538	09/30/2022	125,000.00
		Total Paid by Vendor					**125,000.00**
	CDG ENGINEERS & ASSOCIATES, INC	3080-71-00000-524000-BUDGET01-	4-R951621823	PRATT AVENUE IMPROVEMENTS EDS	80545	09/30/2022	7,329.00
		Total Paid by Vendor					**7,329.00**
	DARYL LOCKHART	3080-71-00000-530000-BUDGET01-	0007	ENT FEE FOR HSV MUSIC MONTH	80649	09/30/2022	500.00
		Total Paid by Vendor					**500.00**
	EDKO LLC	3080-71-00000-527001-00000000-	363696	HERBICIDE APPLICATION OF BLUELINE DITCHES	80653	09/30/2022	22,000.00
		Total Paid by Vendor					**22,000.00**
	EVANS & EVANS LAWYERS LLC	3080-71-00000-524000-PR7166XX-	7824	GREENBRIER PRKY PH V SWINT CONDEMNATION TRCT #4	80036	09/27/2022	150.00
		3080-71-00000-524000-PR7166XX-	7825	GREEN BRIER PRKW PH V PAGE CONDEMNATION TRCT #3A	80036	09/27/2022	150.00
		Total Paid by Vendor					**300.00**
	GARVER LLC	3080-71-00000-524027-00000000-	20S02370-14	MID CITY STREETSCAPING PH 1B &	80565	09/30/2022	14,507.80
		3080-71-00000-524027-00000000-	21S02490-7	OLD MONROVIA ROAD IMPROVEMENTS	80565	09/30/2022	6,401.68
		3080-71-00000-530009-00000000-	19S02000-1	THROUGH 9/9/22 - SURVEY & EDS FOR DITTO LANDING	80565	10/11/2022	48,079.50
		Total Paid by Vendor					**68,988.98**
	GEO SOLUTIONS LLC	3080-71-00000-524000-BUDGET01-	39182	GUNTR'S WAY CMT SERVICES	80567	09/30/2022	1,920.00
		Total Paid by Vendor					**1,920.00**
	HUNTSVILLE UTILITIES	3080-71-00000-530000-00000000-	ATC WATER-BACK 40	BACK FORTY BREWERY ATC WATER	80142	09/27/2022	5,238.00
		3080-71-00000-530000-00000000-	ATC GAS NIC MOORE	NIC MOORE FARM LLC - 1300 ENTERPRISE WAY ATC GAS	80141	09/27/2022	2,940.00
		3080-71-00000-521000-BUDGET01-	411010010113092222	TRAILHEAD COMMUNITY PARKING AREA - ATC ELECTRIC	80673	09/30/2022	11,398.00
		3080-71-00000-524009-00000000-	411010010113080922	GOVERNORS DR. CONVERSION ATC ELECTRIC	80673	09/30/2022	105,003.00
		3080-71-00000-524037-00000000-	411010010113090722	GREENBRIER PRKWY-TOYOTA MAZDA PLANT LEDS INSTALLED	80580	09/30/2022	121,784.39

	Total Paid by Vendor					**246,363.39**
JAMES MARTIN SELLERS	3080-71-00000-530000-00000000-	5593	JOHN HUNT PARK, GUNTERS WAY, MIDCITY	80082	09/26/2022	150.00
	3080-71-00000-530000-00000000-	5593	JOHN HUNT PARK, GUNTERS WAY, MIDCITY	80082	09/26/2022	200.00
	3080-71-00000-530000-00000000-	5593	JOHN HUNT PARK, GUNTERS WAY, MIDCITY	80082	09/26/2022	300.00
	3080-71-00000-530000-00000000-	5562	GREENBRIER PKWY/N HSV PARK FB/N PKWY CORRIDOR	80614	09/30/2022	600.00
	3080-71-00000-530000-00000000-	5613	GREENBRR PKWY/HSV AIRPORT/N HSV PRK FB/N PKWY CORR	80614	10/10/2022	950.00
	Total Paid by Vendor					**2,200.00**
LAMBERT CONTRACTING	3080-71-00000-526001-00000000-	2022-18 B#5	GREENBRIER	80679	10/12/2022	83,616.00
	Total Paid by Vendor					**83,616.00**
LAND TRUST OF NORTH ALABAMA INC	3080-71-00000-520900-00000000-	1289	ACQUSITION AND PROMOTION OF GR	80588	10/11/2022	31,250.00
	Total Paid by Vendor					**31,250.00**
MATHENY GOLDMON ARCHITECTURE AND INTERIORS	3080-71-00000-524009-00000000-	4288	ROCKET DEVELOPMENT PROJECT SIT	80683	10/12/2022	43,092.00
	Total Paid by Vendor					**43,092.00**
MCELROY LAND SURVEYING CO INC	3080-71-00000-530000-00000000-	33568	BOUNDARY SURVEY-ALHWY 20 MADISON AL	80594	09/30/2022	2,250.00
	Total Paid by Vendor					**2,250.00**
MESCHIERI INC	3080-71-00000-530000-00000000-	2022218	HSV MUSIC BILLBOARD	80061	09/27/2022	150.00
	Total Paid by Vendor					**150.00**
MILLER & MILLER INC	3080-71-00000-521000-PR7519XX-	APPL #3 LOWERY BLVD	LOWERY BLVD STREETSCAPING IMPR	80160	09/27/2022	294,428.50
	Total Paid by Vendor					**294,428.50**
NORFOLK SOUTHERN RAILWAY COMPANY	3080-71-00000-527001-00000000-	466539	RAILROAD EASEMENT FEES	80693	10/12/2022	590.10
	Total Paid by Vendor					**590.10**
OMI INC	3080-71-00000-524000-BUDGET01-	23046	RESOLUTE WAY NEPA STUDIES	80065	09/27/2022	4,067.00
	3080-71-00000-530000-00000000-	22981	PROPOSED COURT HOUSE SITE ARCH	80065	09/27/2022	19,854.29
	3080-71-00000-524000-PR8143XX-	23054	MARTIN RD WIDENING NPDES SVCS	80601	09/30/2022	300.00
	3080-71-00000-524041-00000000-	23103	GREENBRIER PARKWAY PHASE 5 - C	80601	09/30/2022	10,722.55
	Total Paid by Vendor					**34,943.84**
OSBORN CONCRETE CUTTING	3080-71-00000-526001-00000000-	18819	TIF 6 SEWER EXPANSION (BLANKET)	PCard	10/12/2022	1,400.00
	Total Paid by Vendor					**1,400.00**
ROGERS GROUP INC	3080-71-00000-524028-00000000-	APPL #33 SR-255	SR255 WIDENING & INTERCHANGE I	80612	09/30/2022	54,998.31
	3080-71-00000-524000-BUDGET01-	APPL #9 GUNTERS WAY	GUNTER'S WAY	80612	09/30/2022	508,620.50
	3080-71-00000-520903-00000000-	APPL #5 SPRING BRANC	SPRING BRANCH GREENWAY	80612	09/30/2022	297,408.62
	Total Paid by Vendor					**861,027.43**
S&ME INC	3080-71-00000-524037-00000000-	1126076	GREENBRIER PARKWAY PHASE IVB	80077	09/27/2022	50,164.77
	Total Paid by Vendor					**50,164.77**
SCHOEL ENGINEERING COMPANY INC	3080-71-00000-520900-00000000-	525670	SOUTH HUNTSVILLE GREENWAY DUE	80316	09/27/2022	300.00
	Total Paid by Vendor					**300.00**
SMITH GEE STUDIO LLC	3080-71-00000-530000-BUDGET01-	22075.00-01	8/01/22-8/31/22 GRAHAM HICKS FARM MASTER PLAN	80615	10/10/2022	16,955.38
	Total Paid by Vendor					**16,955.38**
SOLID WASTE DISPOSAL AUTHORITY	3080-71-00000-524027-00000000-	T1005053	MIDCITY PROJECT (BLANKET)	90000239	09/30/2022	64.65
	Total Paid by Vendor					**64.65**
URBAN DESIGN ASSOCIATES LTD	3080-71-00000-530000-BUDGET01-	72227	MILL CREEK DESIGN MASTER PLAN	80098	09/27/2022	2,447.07
	3080-71-00000-530000-BUDGET01-	82215	MILL CREEK DESIGN MASTER PLAN	80098	09/27/2022	22,298.00
	3080-71-00000-530000-BUDGET01-	72226	MILL CREEK DESIGN MASTER PLAN	80098	09/27/2022	11,666.25
	3080-71-00000-530000-BUDGET01-	82218	MILL CREEK DESIGN MASTER PLAN	80098	09/27/2022	123.65
	Total Paid by Vendor					**36,534.97**
UTILICOM SUPPLY ASSOCIATES LLC	3080-71-00000-524038-00000000-	296358	SIGNAL EQUIP. FOR SEGARS/OLD HWY 20	80489	09/30/2022	1,046.10
	Total Paid by Vendor					**1,046.10**
VOLKERT INC	3080-71-00000-524066-00000000-	01308006	ARSENAL EAST CONNECTOR PEL & C	80724	09/30/2022	24,363.63
	3080-71-00000-524066-00000000-	01409004	ARSENAL EAST CONNECTOR PEL & C	80724	09/30/2022	39,549.91
	Total Paid by Vendor					**63,913.54**
WILMER & LEE PA	3080-71-00000-524022-00000000-	22546420	WINCHESTER DEMO PROJECT	80102	09/26/2022	18.00
	3080-71-00000-524022-00000000-	22546417	WINCHESTER DEMO PROJECT	80102	09/26/2022	407.00
	3080-71-00000-524022-00000000-	22546421	KUMPKIN TRACT 71	80102	09/26/2022	22.50
	3080-71-00000-524022-00000000-	22546415	GARCIA, MICHAEL LOPEZ TRACT 55	80102	09/26/2022	662.50
	3080-71-00000-524022-00000000-	22546413	ROOKS, JIMMY TRACT 45	80102	09/26/2022	422.50
	3080-71-00000-524022-00000000-	22546416	DSNDERS MF IRREVOC FAMILY TRACT 56	80102	09/26/2022	365.00
	3080-71-00000-524022-00000000-	22546419	LITTLE BEAR FARM TRACT 64	80102	09/26/2022	302.50
	3080-71-00000-524022-00000000-	22546409	JONES, MICHAEL D. TRACT 38	80102	09/26/2022	135.00
	3080-71-00000-524022-00000000-	22546410	PRICE, CHRISTOPHER/JAMES TRACT 39	80102	09/26/2022	352.50
	3080-71-00000-524022-00000000-	22546422	WINCHESTER BAPTIST CHURCH TRACT 75	80102	09/26/2022	27.50
	3080-71-00000-524022-00000000-	22546443	KELLEY CAPITAL 19A	80102	09/26/2022	40.00
	3080-71-00000-524022-00000000-	22546407	MEEKS, PAUL DEWAYNE TRACT 36	80102	09/26/2022	265.75
	3080-71-00000-524022-00000000-	22546398	WINCHESTER DEMO	80102	09/26/2022	7.50
	3080-71-00000-524022-00000000-	22546403	HENSON, DAVID & NANCY TRACT 6	80102	09/26/2022	145.00
	3080-71-00000-524022-00000000-	22546404	HESAM, INC. TRACT 18	80102	09/26/2022	337.50
	3080-71-00000-524022-00000000-	22546408	DAVIS, KENDALL T. TRACT 37	80102	09/26/2022	11.25
	3080-71-00000-524022-00000000-	22546412	BEST HOMES & PROPERTIES TRACT 41	80102	09/26/2022	727.50
	3080-71-00000-524022-00000000-	22546411	B&C IRRIGATION SYSTEMS TRACT 40	80102	09/26/2022	467.50
	3080-71-00000-524022-00000000-	22546406	SNITGER, TIMOTHY EARL & SHARON TRACT 31	80102	09/26/2022	567.50
	3080-71-00000-521000-BUDGET01-	22546442	WEATHERLY TRAILHEAD PARKING	80102	09/26/2022	2,370.00

		3080-71-00000-524022-00000000-	22546402	SEXTON, THOMAS TRACT 3	80102	09/26/2022	773.00
		3080-71-00000-524022-00000000-	22546414	CITIZENS BANK TRACT 48	80102	09/26/2022	602.50
		3080-71-00000-524022-00000000-	22546418	NORTH ALABAMA BANK TRACT 63	80102	09/26/2022	365.00
		3080-71-00000-524022-00000000-	22546405	BRAZELTON, KENNETH R. TRACT 26	80102	09/26/2022	115.50
		3080-71-00000-530000-00000000-	22546436	HOLLYWOOD 16 REMNANT	80102	09/26/2022	200.00
		3080-71-00000-521000-BUDGET01-	22546424	HAYSLAND RD EXTENSION	80102	09/26/2022	345.00
		3080-71-00000-524027-00000000-	22546397	URBAN RENEWAL PROJECT	80102	09/26/2022	4,457.50
		3080-71-00000-524000-PR7166XX-	22546426	GREENBRIER PKWY PHASE V	80102	09/26/2022	110.00
		3080-71-00000-530011-00000000-	22546423	PROJECT NEW WORLD	80102	09/26/2022	250.00
		3080-71-00000-524000-BUDGET01-	22546434	MONROE RD IMPROVEMENTS	80102	09/26/2022	11,389.68
		3080-71-00000-530000-00000000-	22546431	PROJECT EXPAND	80102	09/26/2022	200.00
		3080-71-00000-530000-00000000-	22546439	PROJECT NOVA	80102	09/26/2022	175.00
		3080-71-00000-530000-00000000-	22546437	PROJECT WAGON	80102	09/26/2022	75.00
		3080-71-00000-524024-00000000-	22546425	GOVERNORS DR PROJECT PHASE II	80102	09/26/2022	110.00
		3080-71-00000-521000-BUDGET01-	22546427	GRAHAM GREENWAY	80102	09/26/2022	145.00
		3080-71-00000-530000-00000000-	22546438	FOUNTAIN CIR SURPLUS	80102	09/26/2022	150.00
		3080-71-00000-530000-00000000-	22546432	BUILDERS SQUARE	80102	09/26/2022	2,245.00
		3080-71-00000-524000-BUDGET01-	22546435	GUNTERS WAY RIGHT OF WAY PROJECT	80102	09/26/2022	850.00
		3080-71-00000-524000-BUDGET01-	22546444	GUNTERS WAY RIGHT OF WAY	80102	09/26/2022	240.00
		3080-71-00000-530000-00000000-	22546440	FITZGERALD OAKLEY	80102	09/26/2022	25.00
		3080-71-00000-530000-00000000-	22545295	FOUNTAIN CIR SURPLUS	80102	09/26/2022	1,247.50
		3080-71-00000-530000-00000000-	22545297	ALGERITA DR SURPLUS	80102	09/26/2022	1,737.50
		3080-71-00000-530000-00000000-	22545298	JONES VALLEY DR ROW VACATION	80102	09/26/2022	100.00
		3080-71-00000-524008-00000000-	22545279	GOVERNORS EAST WIDENING	80102	09/26/2022	117.50
		3080-71-00000-530000-00000000-	22544202	SPRAGGINS HOLLOW LAND SWAP	80102	09/26/2022	2,592.00
		3080-71-00000-530000-00000000-	22545249	PROJECT DOLPHIN	80102	09/26/2022	893.75
		3080-71-00000-530000-00000000-	22545299	PROJECT NOVA	80102	09/26/2022	675.00
		3080-71-00000-530000-00000000-	22545296	SPRAGGINS HOLLOW LAND SWAP	80102	09/26/2022	1,485.50
		3080-71-00000-524000-BUDGET01-	22545290	MONROE RD IMPROVEMENTS	80103	09/26/2022	15,115.79
		3080-71-00000-524027-00000000-	22545252	URBAN RENEWAL PROJECT	80102	09/26/2022	450.00
		3080-71-00000-524000-PR8114XX-	22545257	N. BYPASS PRJ: ST-045-000-015 BROOKS, J & l TRCT 2	80102	09/27/2022	552.50
		3080-71-00000-524000-PR8114XX-	22545258	N. BYPASSS PRJ: ST-045-000-015 ARTHUR, J. TRCT 18	80102	09/27/2022	400.00
		3080-71-00000-524000-PR8114XX-	22545256	N. BYPASS PR: ST-045-000-015 MOUNTAINPRIZE, INC.	80102	09/27/2022	150.00
		3080-71-00000-524000-PR8114XX-	22545255	N. BYPASS PR: ST-045-000-015 YOUSEF, INC. TRCT #59	80102	09/27/2022	1,933.25
		3080-71-00000-520600-PR8627XX-	22546441	HOLLOW ROAD OPTION TO PURCHASE	80102	09/27/2022	1,499.75
		3080-71-00000-524000-PR8114XX-	22546400	N. BYPASS PR: ST-045-000-015 MOUNTAINPRIZE INC.	80102	09/27/2022	230.00
		3080-71-00000-524000-PR8114XX-	22546401	N. BYPASS PR: ST-045-000-015 BROOKS, J & L TRCT 2	80102	09/27/2022	300.00
		3080-71-00000-527001-00000000-	22545289	COMMON AREA & DETENTION FACILITY MAINT AGREEMENTS	80102	09/27/2022	600.00
		3080-71-00000-521000-PR2501XX-	22546396	TOYOTA / HORIZON	80102	09/27/2022	3,375.00
		3080-71-00000-527001-00000000-	22546430	JOE DAVIS STADIUM DRAINAGE	80102	09/27/2022	15.00
		3080-71-00000-527001-00000000-	22546433	COMMON AREA & DENTION FACILITY MAINT AGREEMENTS	80102	09/27/2022	1,825.00
		3080-71-00000-524022-00000000-	WINCH RD TRCT #48	WINCH RD IMP TRACT #48 CITIZENS COMM BANK	80104	09/27/2022	6,377.50
		3080-71-00000-524022-00000000-	22545253	WINCHESTER RD DEMO	80348	09/27/2022	287.50
		3080-71-00000-524022-00000000-	22545261	MORROW, MICHAEL & KELI TRACT 11	80348	09/27/2022	460.00
		3080-71-00000-524022-00000000-	22545260	HENSON, DAVID & NANCY TRACT 6	80348	09/27/2022	157.50
		3080-71-00000-524022-00000000-	22545268	DAIVS, KENDALL T. 37	80348	09/27/2022	907.50
		3080-71-00000-524022-00000000-	22545272	CITIZENS BANK TRACT 48	80348	09/27/2022	37.50
		3080-71-00000-524022-00000000-	22545271	ROOKS, JIMMY TRACT 45	80348	09/27/2022	274.50
		3080-71-00000-524022-00000000-	22545274	SANDERS MF IRREVOC FAMILY 56	80348	09/27/2022	15.00
		3080-71-00000-524022-00000000-	22545273	LOPEZ, JAMIE TRACT 55	80348	09/27/2022	515.00
		3080-71-00000-524022-00000000-	22545264	SHIRLEY VALENTINE LLC TRACT 20	80348	09/27/2022	1,232.50
		3080-71-00000-524022-00000000-	22545305	TASTYLAND 86	80348	09/27/2022	52.50
		3080-71-00000-524022-00000000-	22545275	DILTINA DEVELOPMENT TRACT 59	80348	09/27/2022	75.00
		3080-71-00000-524022-00000000-	22545265	BRAZELTON, KENNETH R. TRACT 26	80348	09/27/2022	702.00
		3080-71-00000-524022-00000000-	22545266	SNITGER, TIMOTHY EARL & SHARON TRACT 31	80348	09/27/2022	672.50
		3080-71-00000-524022-00000000-	22545276	EVERETTE, KERRY MARK TRACT 33	80348	09/27/2022	22.50
		3080-71-00000-524022-00000000-	22545267	MEEKS, PAUL DEWAYNE 36	80348	09/27/2022	1,117.50
		3080-71-00000-524022-00000000-	22545270	BEST HOMES & PROPERTIES TRACT 41	80348	09/27/2022	120.00
		3080-71-00000-524022-00000000-	22545269	B&C IRRIGATION SYSTEMS TRACT 40	80348	09/27/2022	282.00
		3080-71-00000-524022-00000000-	22545259	SEXTON, THOMAS TRACT 3	80348	09/27/2022	248.50
		3080-71-00000-524022-00000000-	22545263	SHIN, KYU BOK TRACT 19	80348	09/27/2022	172.50
		3080-71-00000-524022-00000000-	22545262	HESAM, INC. 18	80348	09/27/2022	180.00
		3080-71-00000-524022-00000000-	22545304	KELLEYH CAPITAL 19A	80348	09/27/2022	15.00
		3080-71-00000-530011-00000000-	22545277	PROJECT NEW WORLD	80348	09/27/2022	547.50
		Total Paid by Vendor					**80,244.72**
	Total by Fund 3080						**2,076,573.37**
3205	NORTH GEORGIA CONCRETE INC	3205-71-00000-540100-TE1201XX-	EST NO 11	REDSTONE GATEWAY PHASE III	80455	09/30/2022	186,618.91
		3205-71-00000-540100-TE1301XX-	EST NO 11	REDSTONE GATEWAY PHASE III	80455	09/30/2022	120,267.99
		Total Paid by Vendor					**306,886.90**
	Total by Fund 3205						**306,886.90**

3207	REGIONS BANK	3207-00-00000-635000-TO000000-	DEBT 10/1/22 2020-E	DEBT SERVICE PAYMENT - 2020E	80353	10/03/2022	93,971.62
		Total Paid by Vendor					**93,971.62**
	Total by Fund 3207						**93,971.62**
3310	ATHENS UTILITIES	3310-71-00000-515550-00000000-	136-36500-00-0922	STREET LIGHTS/TRAFFIC LIGHTS (BLANKET)	80536	09/30/2022	16.80
		3310-71-00000-515550-00000000-	136-16650-00-0922	STREET LIGHTS/TRAFFIC LIGHTS (BLANKET)	80536	09/30/2022	75.36
		3310-71-00000-515550-00000000-	146-51155-00-0922	STREET LIGHTS/TRAFFIC LIGHTS (BLANKET)	80536	09/30/2022	635.20
		3310-71-00000-515550-00000000-	146-51150-00-0922	STREET LIGHTS/TRAFFIC LIGHTS (BLANKET)	80536	09/30/2022	4,717.76
		Total Paid by Vendor					**5,445.12**
	Total by Fund 3310						**5,445.12**
3430	EXPRESS OIL CHANGE	3430-41-00000-515520-00000000-	00019-362995	STAC VEHICLE REPAIR & MTNC BLANKET PO	80430	10/05/2022	115.98
		3430-41-00000-515520-00000000-	00019-363200	STAC VEHICLE REPAIR & MTNC BLANKET PO	80655	10/11/2022	107.99
		Total Paid by Vendor					**223.97**
	FLEET FUELING	3430-41-00000-515520-00000000-	83881734	STAC FUEL CHARGES - BLANKET PO	80136	09/27/2022	66.99
		Total Paid by Vendor					**66.99**
	GALLS LLC	3430-41-00000-515520-00000000-	022201586	STAC ENTRY VESTS	80433	09/30/2022	17,122.56
		Total Paid by Vendor					**17,122.56**
	JAMES R HALL	3430-41-00000-515520-00000000-	59708	STAC VEHICLE TOWING FEES	80470	10/04/2022	50.00
		3430-41-00000-515520-00000000-	58421	STAC VEHICLE TOWING FEES	80470	10/04/2022	50.00
		3430-41-00000-515520-00000000-	59708-2	STAC VEHICLE TOWING MILEAGE FEE	80710	10/11/2022	9.00
		Total Paid by Vendor					**109.00**
	PCARD PAYMENTS	3430-41-00000-515520-00000000-	282940	MCCOY/OWENS SAN ANTONIO, TX AIRLINE	PCard	09/29/2022	567.21
		3430-41-00000-515520-00000000-	282941	MCCOY/OWENS SAN ANTONIO, TX AIRLINE	PCard	09/29/2022	567.21
		3430-41-00000-515520-00000000-	282942	DICKERSON/LEE/DALY-SAN ANTONIO, TX AIRLINE	PCard	09/29/2022	567.21
		3430-41-00000-515520-00000000-	282943	DICKERSON/LEE/DALY-SAN ANTONIO, TX AIRLINE	PCard	09/29/2022	567.21
		3430-41-00000-515520-00000000-	282944	DICKERSON/LEE/DALY-SAN ANTONIO, TX AIRLINE	PCard	09/29/2022	567.21
		3430-41-00000-515520-00000000-	282945	KENNINGTON/GRAHAM/ANDREWS SAN ANTONIO TX AIRLINE	PCard	09/29/2022	567.21
		3430-41-00000-515520-00000000-	282946	KENNINGTON/GRAHAM/ANDREWS SAN ANTONIO TX AIRLINE	PCard	09/29/2022	567.21
		3430-41-00000-515520-00000000-	282947	KENNINGTON/GRAHAM/ANDREWS SAN ANTONIO TX AIRLINE	PCard	09/29/2022	567.21
		3430-41-00000-515520-00000000-	282948	WIDNER SAN ANTONIO, TX AIRLINE	PCard	09/29/2022	817.20
		Total Paid by Vendor					**5,354.88**
	REFUND PAYMENTS	3430-41-00000-515520-00000000-	082222-082622 TRAVEL	AL NARCOTICS OFFICERS ASSOC ANNUAL TRAINING	80310	09/30/2022	192.63
		3430-41-00000-515520-00000000-	082222-082622 TRVL	AL NARCOTICS OFFICERS ASSOC ANNUAL CONFERENCE	80308	09/30/2022	69.70
		3430-41-00000-515520-00000000-	082222-082622 TRAVL	AL NARCOTICS OFFICERS ASSOC ANNUAL CONFERENCE	80309	09/30/2022	156.78
		Total Paid by Vendor					**419.11**
	Total by Fund 3430						**23,296.51**
3520	TYLER TECHNOLOGIES INC	3520-43-00000-520300-00000000-	025-394646	MUNIS INCODE MODULE - RES 21-180	80338	09/28/2022	1,040.00
		Total Paid by Vendor					**1,040.00**
	Total by Fund 3520						**1,040.00**
3560	REFUND PAYMENTS	3560-51-00000-515106-00000000-	BUYBACK-ORD#16-412	PROPERTY BUYBACK PER ORDINANCE# 16-412	80467	10/05/2022	1,250.00
		Total Paid by Vendor					**1,250.00**
	Total by Fund 3560						**1,250.00**
3700	RSM DESIGN	3700-71-00000-515370-00000000-	22981-REVISED	CUMMINGS RESEARCH PARK-GATEWAY SIGNAGE DESIGN PROJ	80313	09/27/2022	12,000.00
		Total Paid by Vendor					**12,000.00**
	UTILICOM SUPPLY ASSOCIATES LLC	3700-71-00000-516010-00000000-	296360	LEDS FOR BRADFORD/WYNN	80489	09/30/2022	1,647.00
		Total Paid by Vendor					**1,647.00**
	WILMER & LEE PA	3700-71-00000-515370-00000000-	22545254	CUMMINGS RESEARCH PARK	80102	09/26/2022	1,075.00
		3700-71-00000-515370-00000000-	22546399	CUMMINGS RESEARCH PARK	80102	09/26/2022	50.00
		Total Paid by Vendor					**1,125.00**
	Total by Fund 3700						**14,772.00**
3900	CELLCO PARTNERSHIP	3900-44-00000-515070-00000000-	9916662637	FY22 BLANKET PO VERIZON SERVICES COH BY ITS	80396	09/30/2022	80.02
		Total Paid by Vendor					**80.02**
	DUTCH OIL COMPANY INC	3900-44-00000-514010-00000000-	CFN-16637	FUELING TRANS DATED 091522	90000229	09/26/2022	32.47
		3900-44-00000-514010-00000000-	CFN-16846	FUELING TRANS DATED 091922	90000229	09/26/2022	27.22
		3900-44-00000-514010-00000000-	CFN-16862	FUELING TRANS DATED 092022	90000229	09/26/2022	31.06
		3900-44-00000-514010-00000000-	CFN-16900	FUELING TRANS DATED 092222	90000236	09/28/2022	70.51
		3900-44-00000-514010-00000000-	CFN-16958	FUELING TRANS DATED 092622	90000236	09/28/2022	77.31
		Total Paid by Vendor					**238.57**
	MADISON COUNTY AUTO PARTS INC	3900-44-00000-513030-00000000-	238649	NAPA TRX DATE 091622	80058	09/26/2022	36.00
		3900-44-00000-513030-00000000-	238649	NAPA TRX DATE 091622	80058	09/26/2022	200.34
		3900-44-00000-513030-00000000-	238650	NAPARETURNTRAN 091622	80058	09/26/2022	(36.00)
		Total Paid by Vendor					**200.34**
	PCARD PAYMENTS	3900-44-00000-515790-00000000-	282738	2022 AAEM WINTER WORKSHOP REGISTRATION	PCard	09/27/2022	125.00
		3900-44-00000-515790-00000000-	282739	2022 IAEM CONFRENCE REGISTRATION	PCard	09/27/2022	659.00
		Total Paid by Vendor					**784.00**
	SOUTHERN COMMUNICATIONS INC	3900-44-00000-515070-00000000-	REG20220000099601	SERVICE CHARGES	80616	09/30/2022	499.79
		Total Paid by Vendor					**499.79**
	Total by Fund 3900						**1,802.72**
3910	HUNTSVILLE UTILITIES	3910-93-00000-515700-00000000-	3110100101291022	UTILITY BILL	80673	09/30/2022	10,155.65
		Total Paid by Vendor					**10,155.65**
	Total by Fund 3910						**10,155.65**

3930	MADISON COUNTY AUTO PARTS INC	3930-91-00000-513030-00000000-	239130	NAPA TRX DATE 093022	80394	09/30/2022	3.60
		Total Paid by Vendor					**3.60**
	Total by Fund 3930						**3.60**
3950	THE BANK OF NEW YORK MELLON	3950-00-00000-140200-00000000-	DEBT 10/22	DEBT SERVICE PAYMENT - PBA REF 2017	80106	09/28/2022	1,014,625.00
		3950-00-00000-140200-00000000-	DEBT 10/22	DEBT SERVICE PAYMENT - PBA REF 2017	80106	09/28/2022	1,535,000.00
		Total Paid by Vendor					**2,549,625.00**
	Total by Fund 3950						**2,549,625.00**
4011	OMI INC	4011-14-00000-522014-00000000-	23055	ENGINEERING SERVICES- MIDCITY	80170	09/30/2022	300.00
		Total Paid by Vendor					**300.00**
	Total by Fund 4011						**300.00**
4012	GRAYBAR ELECTRIC COMPANY	4012-14-00000-527003-00000000-	9328851409	LOT LIGHTING/ LABOR EQUIPMENT - JOE DAVIS RENO	80662	09/30/2022	85.87
		Total Paid by Vendor					**85.87**
	MIDSOUTH PAVING INC	4012-14-00000-527003-00000000-	403236-006-2	CONCRETE INLETS - JOE DAVIS RENOVATION	80596	09/30/2022	11.97
		4012-14-00000-527003-00000000-	403236-006-2	CONCRETE INLETS - JOE DAVIS RENOVATION	80596	09/30/2022	11,562.66
		4012-14-00000-527003-00000000-	403236-007-1	CURB & GUTTER - JOE DAVIS STADIUM	80596	09/30/2022	72,829.24
		4012-14-00000-527003-00000000-	403236-007-2	CURB & GUTTER - JOE DAVIS STADIUM	80596	09/30/2022	74,392.78
		Total Paid by Vendor					**158,796.65**
	Total by Fund 4012						**158,882.52**
4013	CROY ENGINEERING LLC	4013-14-00000-521015-PHASE002-	26054	SURVEYING SERVICES FOR JHP SOCCER PHASE II	80555	10/10/2022	1,275.00
		Total Paid by Vendor					**1,275.00**
	GTEC LLC	4013-14-00000-521022-00000000-	1047	ENGINEERING SERVICES - JHP ICE	80572	09/30/2022	7,177.00
		4013-14-00000-521016-00000000-	1085	ENGINEERING SERVICES-JHP KIDS	80572	09/30/2022	602.75
		Total Paid by Vendor					**7,779.75**
	KPS GROUP INC	4013-14-00000-523023-PHASE002-	17	ARCHITECTURAL SERVICES-SANDRA	80146	09/30/2022	13,993.60
		4013-14-00000-523023-PHASE002-	18 205014-00	ARCHITECTURAL SERVICES-SANDRA	80146	09/30/2022	6,996.80
		4013-14-00000-523023-PHASE002-	19 205014-00	ARCHITECTURAL SERVICES-SANDRA	80146	09/30/2022	6,122.20
		Total Paid by Vendor					**27,112.60**
	LEE COMPANY	4013-14-00000-521015-PHASE002-	LEE-368350	URGENT TVI - JHP CHAMPIONSHIP SOCCER PHASE 2	80448	10/05/2022	385.00
		Total Paid by Vendor					**385.00**
	MILLER & MILLER INC	4013-14-00000-521016-00000000-	APPL #1-R2 JHP PH 2	CONSTRUCTION SERVICES - JHP KI	80597	09/30/2022	873,993.43
		Total Paid by Vendor					**873,993.43**
	Total by Fund 4013						**910,545.78**
4014	PEARCE CONSTRUCTION CO INC	4014-00-00000-523042-00000000-	DRAW NO. 4	VBC NORTH HALL AND PLAYHOUSE RENOVATION PROJECT	80460	09/30/2022	484,510.45
		Total Paid by Vendor					**484,510.45**
	Total by Fund 4014						**484,510.45**
4015	TURNER CONSTRUCTION COMPANY	4015-14-00000-522010-00000000-	APPL #9 CITY HALL	CONSTRUCTION SERVICES-NEW CITY	90000240	09/30/2022	2,122,411.64
		Total Paid by Vendor					**2,122,411.64**
	US BANCORP ASSEST MANAGEMENT INC	4015-13-00000-515370-00000000-	13379928	7/1/22-7/31/22 INVESTMENT ADVISORY SERVICES	80340	09/29/2022	5,627.81
		4015-13-00000-515370-00000000-	13381361	8/1/22-8/31/22 INVESTMENT ADVISORY SERVICES	80340	09/29/2022	5,530.02
		Total Paid by Vendor					**11,157.83**
	Total by Fund 4015						**2,133,569.47**
5000	REGIONS BANK	5000-00-00000-633207-FROM0000-	DEBT 10/1/22 2020-E	DEBT SERVICE PAYMENT - 2020E	80353	10/03/2022	(93,971.62)
		5000-00-00000-601000-DE2020EX-	DEBT 10/1/22 2020-E	DEBT SERVICE PAYMENT - 2020E	80353	10/03/2022	76,235.62
		5000-00-00000-602000-DE2020EX-	DEBT 10/1/22 2020-E	DEBT SERVICE PAYMENT - 2020E	80353	10/03/2022	17,736.00
		Total Paid by Vendor					**0.00**
	Total by Fund 5000						**0.00**
6000	AIR HYDRO POWER INC	6000-76-76110-513030-00000000-	10826845	HOSE REPAIRS (BLANKET)	80355	09/30/2022	23.90
		Total Paid by Vendor					**23.90**
	ALABAMA CONCRETE INC	6000-76-00000-526000-00000000-	119926	PLANT 1 (BLANKET)	80631	10/12/2022	198.00
		Total Paid by Vendor					**198.00**
	ALL SHARPE INC	6000-76-76110-513030-00000000-	49641	COM TX 092322/49641	80111	09/27/2022	120.00
		Total Paid by Vendor					**120.00**
	APPLIED INDUSTRIAL TECHNOLOGIES	6000-00-00000-140100-00000000-	7025287195	INVENTORY	80363	09/30/2022	249.73
		6000-00-00000-140100-00000000-	7025235408	INVENTORY	80363	09/30/2022	10,688.99
		6000-00-00000-140100-00000000-	7025287150	INVENTORY	80405	09/30/2022	249.73
		Total Paid by Vendor					**11,188.45**
	AT&T	6000-76-76100-515070-00000000-	256 535-64120922	FY22 BLANKET PO ATT MAIN CENTREX FOR COH	80364	09/30/2022	63.80
		Total Paid by Vendor					**63.80**
	ATHENS UTILITIES	6000-76-76370-515700-00000000-	144-31850-00-0922	LIFT STATION UTILITIES (BLANKET)	80406	09/30/2022	165.33
		6000-76-76370-515700-00000000-	146-02460-01-0922	LIFT STATION UTILITIES (BLANKET)	80406	09/30/2022	237.39
		6000-76-76370-515700-00000000-	144-00199-00-0922	LIFT STATION UTILITIES (BLANKET)	80406	09/30/2022	51.93
		6000-76-76370-515700-00000000-	136-16500-01-0922	LIFT STATION UTILITIES (BLANKET)	80406	09/30/2022	1,340.13
		6000-76-76370-515700-00000000-	146-02493-00-0922	LIFT STATION UTILITIES (BLANKET)	80406	09/30/2022	5,704.06
		6000-76-76370-515700-00000000-	108-26005-01-0922	LIFT STATION UTILITIES (BLANKET)	80406	09/30/2022	44.87
		6000-76-76370-515700-00000000-	108-08250-01-0922	LIFT STATION UTILITIES (BLANKET)	80406	09/30/2022	2,102.20
		6000-76-76370-515700-00000000-	116-32200-01-0922	LIFT STATION UTILITIES (BLANKET)	80406	09/30/2022	140.24
		6000-76-76370-515700-00000000-	142-67390-01-0922	LIFT STATION UTILITIES (BLANKET)	80406	09/30/2022	524.07
		6000-76-76370-515700-00000000-	144-00060-00-0922	LIFT STATION UTILITIES (BLANKET)	80406	09/30/2022	32.61
		6000-76-76370-515700-00000000-	142-69995-01-0922	LIFT STATION UTILITIES (BLANKET)	80637	09/30/2022	345.50
		Total Paid by Vendor					**10,688.33**

BUDDYS SMALL ENGINES INC	6000-76-76200-513040-00000000-	144848	SMALL ENGINE PARTS/REPAIRS (BLANKET)	80368	09/30/2022	67.98
	Total Paid by Vendor					**67.98**
CC LYNCH AND ASSOCIATES	6000-00-00000-140100-00000000-	222184	INVENTORY (SOLE SOURCE)	80416	09/30/2022	570.18
	6000-76-76100-515370-00000000-	222454	FIELD SERVICE (SOLE SOURCE)(BLANKET)	80544	10/10/2022	1,500.00
	Total Paid by Vendor					**2,070.18**
CELLCO PARTNERSHIP	6000-76-76100-515070-00000000-	9916662639	FY22 BLANKET PO VERIZON SERVICES COH BY ITS	80396	09/30/2022	7,138.03
	Total Paid by Vendor					**7,138.03**
CINTAS	6000-76-76300-515340-00000000-	4132084459	LAUNDRY RENTAL SEPTEMBER 2022	80373	09/30/2022	41.57
	6000-76-76300-515340-00000000-	4132770357	LAUNDRY RENTAL SEPTEMBER 2022	80373	09/30/2022	41.57
	6000-76-76100-515670-00000000-	4131814799	WPC UNIFORMS SEPTEMBER 2022 (BLANKET)	80373	09/30/2022	31.50
	6000-76-76100-515670-00000000-	4131949299	WPC UNIFORMS SEPTEMBER 2022 (BLANKET)	80373	09/30/2022	71.27
	6000-76-76100-515670-00000000-	413084733	WPC UNIFORMS SEPTEMBER 2022 (BLANKET)	80373	09/30/2022	73.77
	6000-76-76100-515670-00000000-	4131798583	WPC UNIFORMS SEPTEMBER 2022 (BLANKET)	80373	09/30/2022	58.91
	6000-76-76100-515670-00000000-	4132088347	WPC UNIFORMS SEPTEMBER 2022 (BLANKET)	80373	09/30/2022	31.10
	6000-76-76100-515670-00000000-	4132085870	WPC UNIFORMS SEPTEMBER 2022 (BLANKET)	80373	09/30/2022	1,008.40
	6000-76-76100-515670-00000000-	4132634319	WPC UNIFORMS SEPTEMBER 2022 (BLANKET)	80373	09/30/2022	71.27
	6000-76-76100-515670-00000000-	4132770553	WPC UNIFORMS SEPTEMBER 2022 (BLANKET)	80373	09/30/2022	73.77
	6000-76-76100-515670-00000000-	4132480646	WPC UNIFORMS SEPTEMBER 2022 (BLANKET)	80373	09/30/2022	58.91
	6000-76-76100-515670-00000000-	4132774226	WPC UNIFORMS SEPTEMBER 2022 (BLANKET)	80373	09/30/2022	31.10
	6000-76-76100-515670-00000000-	4132771923	WPC UNIFORMS SEPTEMBER 2022 (BLANKET)	80373	09/30/2022	1,208.01
	6000-76-76100-515670-00000000-	4132484732	WPC UNIFORMS SEPTEMBER 2022 (BLANKET)	80373	09/30/2022	31.50
	Total Paid by Vendor					**2,832.65**
CLEM TIRE COMPANY	6000-76-76110-513030-00000000-	307507	R&M EQ #050535 (OFF ROAD, NOT ON BID)	80643	10/11/2022	146.00
	Total Paid by Vendor					**146.00**
CORE & MAIN LP	6000-00-00000-140100-00000000-	R603989	INVENTORY	80375	09/30/2022	4,445.80
	6000-76-00000-526000-00000000-	R441538	WESTERN AREA WWTP	80375	09/30/2022	1,041.20
	6000-76-00000-526000-00000000-	R594928	BOEING PROJECT	80375	09/30/2022	1,600.00
	6000-76-00000-526000-00000000-	R504386	BOEING PROJECT	80375	09/30/2022	6,912.00
	6000-00-00000-140100-00000000-	R642168	INVENTORY	80419	09/30/2022	5,689.04
	6000-00-00000-140100-00000000-	R560627	INVENTORY	80419	09/30/2022	390.00
	6000-76-00000-526000-00000000-	R644237	CHIMNEY CREEK BYPASS/RETREAT GRAVITY TRUNKLINE	80419	09/30/2022	6,142.54
	6000-76-00000-526000-00000000-	R644238	WESTERN AREA WWTP	80419	09/30/2022	24,730.60
	6000-00-00000-140100-00000000-	R646963	INVENTORY	80419	09/30/2022	500.00
	6000-76-76230-513040-00000000-	Q398081	PL5 & HAYS FARM	80647	09/30/2022	3,350.00
	6000-76-00000-526000-00000000-	R516283	WESTERN AREA EXPANSION PROJECT	80647	09/30/2022	1,544.22
	6000-76-00000-526000-00000000-	R528754	PULASKI PIKE GRAVITY SEWER IMPROVEMENTS	80647	09/30/2022	3,226.72
	Total Paid by Vendor					**59,572.12**
COWIN EQUIPMENT CO INC	6000-76-00000-526000-00000000-	RSA024942 16	CHASE CHLORINE CONTACT CHAMBER (BLANKET)	80377	09/30/2022	3,485.00
	6000-76-00000-526000-00000000-	RSA019316 35	BOEING SANITARY SEWER (BLANKET)	80377	09/30/2022	9,500.00
	6000-76-00000-526000-00000000-	RSA026468 10	CHASE CHLORINE CONTACT CHAMBER (BLANKET)	80377	09/30/2022	5,200.00
	6000-76-00000-526000-00000000-	RSA025957 13	BOEING SANITARY SEWER (BLANKET)	80554	09/30/2022	8,900.00
	6000-76-00000-526000-00000000-	RSA022275 24	BOEING SANITARY SEWER (BLANKET)	80554	09/30/2022	9,500.00
	6000-76-00000-526000-00000000-	RSA024942 15	CHASE CHLORINE CONTACT CHAMBER (BLANKET)	80554	09/30/2022	4,450.00
	Total Paid by Vendor					**41,035.00**
DANIEL COLE	6000-76-76110-513010-00000000-	13142	ICE MACHINE REPAIR JAKE DR	80644	10/11/2022	275.40
	Total Paid by Vendor					**275.40**
DEFENSE PEST SOLUTIONS	6000-76-76100-515370-00000000-	27178	PEST CONTROL BLANKET OCT '22 - SEP '23	80650	10/11/2022	190.00
	Total Paid by Vendor					**190.00**
DUTCH OIL COMPANY INC	6000-76-76110-514010-00000000-	CFN-16621	FUELING TRANS DATED 091422	90000229	09/26/2022	176.15
	6000-76-76110-514010-00000000-	CFN-16637	FUELING TRANS DATED 091522	90000229	09/26/2022	67.72
	6000-76-76110-514010-00000000-	CFN-16637	FUELING TRANS DATED 091522	90000229	09/26/2022	264.39
	6000-76-76110-514010-00000000-	CFN-16821	FUELING TRANS DATED 091622	90000229	09/26/2022	113.14
	6000-76-76110-514010-00000000-	CFN-16846	FUELING TRANS DATED 091922	90000229	09/26/2022	87.81
	6000-76-76110-514010-00000000-	CFN-16846	FUELING TRANS DATED 091922	90000229	09/26/2022	491.02
	6000-76-76110-514010-00000000-	CFN-16862	FUELING TRANS DATED 092022	90000229	09/26/2022	262.36
	6000-76-76110-514010-00000000-	CFN-16885	FUELING TRANS DATED 092122	90000236	09/28/2022	122.96
	6000-76-76110-514010-00000000-	CFN-16885	FUELING TRANS DATED 092122	90000236	09/28/2022	839.30
	6000-76-76110-514010-00000000-	CFN-16900	FUELING TRANS DATED 092222	90000236	09/28/2022	223.12
	6000-76-76110-514010-00000000-	CFN-16946	FUELING TRANS DATED 092422	90000236	09/28/2022	340.09
	6000-76-76110-514010-00000000-	CFN-16958	FUELING TRANS DATED 092622	90000236	09/28/2022	66.00
	6000-76-76110-514010-00000000-	CFN-16974	FUELING TRANS DATED 092722	90000236	09/30/2022	346.68
	6000-76-76110-514010-00000000-	CFN-16974	FUELING TRANS DATED 092722	90000236	09/30/2022	741.46
	6000-76-76110-514010-00000000-	CFN-16989	FUELING TRANS DATED 092822	90000243	09/28/2022	332.76
	6000-76-76110-514010-00000000-	CFN-17004	FUELING TRANS DATED 092922	90000243	09/29/2022	31.19
	6000-76-76110-514010-00000000-	CFN-17004	FUELING TRANS DATED 092922	90000243	09/29/2022	131.44
	6000-00-00000-140100-00000000-	INV-190506	WPC FUELING FACILITY	90000243	09/30/2022	1,188.25
	6000-76-76110-514010-00000000-	INV-190574	FUEL FOR STATIONARY TANKS (BLANKET)	90000243	09/30/2022	6,808.60
	6000-76-76110-514010-00000000-	CFN-17024	FUELING TRANS DATED 093022	90000246	09/30/2022	39.53
	6000-76-76110-514010-00000000-	CFN-17024	FUELING TRANS DATED 093022	90000246	09/30/2022	323.69
	6000-76-76110-514010-00000000-	CFN-17258	FUELING TRANS DATED 100322	90000246	10/05/2022	383.01

	Total Paid by Vendor					**13,380.67**
EASTERN INDUSTRIAL	6000-76-76220-513040-00000000-	S3521472.001	PL6 CLARIFIER TEE VALVES	80426	09/30/2022	421.20
	Total Paid by Vendor					**421.20**
ECO-TECH INC	6000-76-00000-526000-00000000-	221791	OLD 431 PUMP STATION (SOLE SOURCE)	80428	09/30/2022	8,496.00
	6000-76-00000-526000-00000000-	221820	WESTERN AREA WWTP (SOLE SOURCE)	80428	09/30/2022	58,450.00
	Total Paid by Vendor					**66,946.00**
EDDIE POSEY GARAGE LLC	6000-76-76110-513030-00000000-	34731	R&M EQ #022053	80652	10/11/2022	2,375.77
	6000-76-76110-513030-00000000-	34737	R&M EQ #021539	80652	10/11/2022	857.72
	6000-76-76110-513030-00000000-	34750	R&M EQ #050543 (OVER 25,000 GVWR)	80652	10/11/2022	616.50
	Total Paid by Vendor					**3,849.99**
FOX SCIENTIFIC INC	6000-76-76300-515340-00000000-	S1146505.004	LAB SUPPLIES	80432	09/30/2022	139.20
	6000-76-76200-515340-00000000-	S1147954.002	LAB SUPPLIES	80432	09/30/2022	170.00
	Total Paid by Vendor					**309.20**
GARVER LLC	6000-76-00000-526000-00000000-	22S02430-2	BIG COVE SERVICE BASIN ECA SER	80565	09/30/2022	16,000.00
	Total Paid by Vendor					**16,000.00**
GRAYBAR ELECTRIC COMPANY	6000-76-76370-513040-00000000-	9328938174	ROME RD PS VFD CABLE	80436	09/30/2022	250.00
	6000-76-76370-513040-00000000-	9328872029	ROME RD PS GENERATOR	80436	09/30/2022	611.41
	6000-76-76370-513040-00000000-	9328872033	LOGAN DR PS GENERATOR	80436	09/30/2022	341.73
	6000-76-76370-513040-00000000-	9329019911	565 LS CORD CONNECTORS	80662	10/12/2022	535.56
	Total Paid by Vendor					**1,738.70**
HACH COMPANY	6000-76-76200-515790-00000000-	13272022	WIMS TRAINING (SOLE SOURCE)	80437	09/30/2022	920.00
	6000-76-76200-515340-00000000-	13280168	LAB SUPPLIES (SOLE SOURCE)	80665	10/11/2022	1,672.19
	Total Paid by Vendor					**2,592.19**
HARVEST MONROVIA SEWER AND FIRE PROTECTION	6000-76-76370-515700-00000000-	26511-0922	LS UTILITIES (BLANKET)	80666	09/30/2022	16.62
	6000-76-76370-515700-00000000-	24115-0922	LS UTILITIES (BLANKET)	80666	09/30/2022	16.62
	Total Paid by Vendor					**33.24**
HOLSTON GASES INC	6000-76-76200-515340-00000000-	636649	PLASMA CUTTER REPLACEMENT	80669	10/12/2022	2,298.87
	Total Paid by Vendor					**2,298.87**
HOME DEPOT USA INC	6000-76-76200-515340-00000000-	708088349	JANITORIAL SUPPLIES FOR PLANTS	80390	09/30/2022	1,258.80
	6000-00-00000-140100-00000000-	710237900	INVENTORY	80576	10/07/2022	350.19
	6000-00-00000-140100-00000000-	710759259	INVENTORY	80576	10/10/2022	328.26
	Total Paid by Vendor					**1,937.25**
HUMPHRIES FARM & TURF SUPPLY INC	6000-00-00000-140100-00000000-	29073	INVENTORY	80671	10/11/2022	1,756.00
	6000-00-00000-140100-00000000-	29072	INVENTORY	80671	10/11/2022	4,396.00
	Total Paid by Vendor					**6,152.00**
HUNTSVILLE TRACTOR & EQUIPMENT INC	6000-76-76110-513030-00000000-	RO01752	R&M EQ #050605	80440	09/30/2022	713.85
	6000-76-76110-513030-00000000-	RO01489	R&M EQ #050529 (OVER 25K GVWR)	80672	10/11/2022	569.54
	6000-76-76110-513030-00000000-	PT24229	MISC HEAVY EQUIPMENT PARTS (BLANKET)	80672	10/12/2022	152.92
	Total Paid by Vendor					**1,436.31**
INDUSTRIAL CONTRACTOR SUPPLY LLC	6000-76-76200-515340-00000000-	56241	SAFETY ITEMS, POWER TOOLS/CONST (BLANKET)	80444	09/30/2022	772.06
	6000-76-76200-515340-00000000-	56302	SAFETY ITEMS, POWER TOOLS/CONST (BLANKET)	80444	09/30/2022	90.01
	6000-76-76200-515340-00000000-	56377	SAFETY ITEMS, POWER TOOLS/CONST (BLANKET)	80444	09/30/2022	6,626.32
	6000-76-76200-515340-00000000-	56512	SAFETY ITEMS,POWER TOOLS/CONST (BLANKET)	80676	10/12/2022	183.09
	6000-76-76200-515340-00000000-	56269	SAFETY ITEMS, POWER TOOLS/CONST (BLANKET)	80676	09/30/2022	274.88
	Total Paid by Vendor					**7,946.36**
IRBY ELECTRICAL DISTRIBUTOR	6000-76-76370-513040-00000000-	S013153890.001	SCADA UPGRADES (SOLE SOURCE)	80446	09/30/2022	5,013.24
	Total Paid by Vendor					**5,013.24**
JERRY PATE TURF AND IRRIGATION, INC.	6000-76-76110-513030-00000000-	384284	R&M EQ #050535	80585	09/30/2022	696.34
	Total Paid by Vendor					**696.34**
KENWORTH OF HUNTSVILLE	6000-76-76110-520100-00000000-	06H1698	2023 KENWORTH T880 DUMP TRUCK - STOCK #249933	80337	09/27/2022	214,900.00
	Total Paid by Vendor					**214,900.00**
KRONOS INC	6000-76-76100-515250-00000000-	11968065	SOLE SOURCE KRONOS SUPPORT HOSTING SERVICES WPC	80393	09/30/2022	792.05
	Total Paid by Vendor					**792.05**
LAMBERT CONTRACTING	6000-76-00000-526000-00000000-	APPL #4 BIG COVE	BIG COVE BASIN SEWER EXTENSION	80148	09/27/2022	396,720.00
	6000-00-00000-220400-00000000-	2022-18R#4	22280P-BIG COVE BASIN SEWER EXTENSION-FINAL RET	80679	09/30/2022	9,414.80
	Total Paid by Vendor					**406,134.80**
LIMESTONE COUNTY WATER AND SEWER AUTHORITY	6000-76-76370-515700-00000000-	44769-0922	LS UTILITIES (BLANKET)	80451	09/30/2022	60.32
	Total Paid by Vendor					**60.32**
MADISON COUNTY AUTO PARTS INC	6000-76-76110-513030-00000000-	238763	NAPA TRX DATE 092022	80058	09/26/2022	3.16
	6000-76-76110-513030-00000000-	238763	NAPA TRX DATE 092022	80058	09/26/2022	4.30
	6000-76-76110-513030-00000000-	239021	AUTO PARTS (BLANKET)	80154	09/28/2022	548.76
	6000-76-76110-513030-00000000-	239130	NAPA TRX DATE 093022	80394	09/30/2022	3.16
	6000-76-76110-513030-00000000-	239130	NAPA TRX DATE 093022	80394	09/30/2022	4.30
	6000-76-76110-513030-00000000-	238820	AUTO PARTS (BLANKET)	80452	09/30/2022	83.07
	6000-76-76110-513030-00000000-	238735	AUTO PARTS (BLANKET)	80452	09/30/2022	62.07
	6000-76-76110-513030-00000000-	239310	NAPA TRX DATE 100622	80591	10/07/2022	3.16
	6000-76-76110-513030-00000000-	239310	NAPA TRX DATE 100622	80591	10/07/2022	4.30
	6000-76-76110-513030-00000000-	239310	NAPA TRX DATE 100622	80591	10/07/2022	12.20
	6000-76-76110-513030-00000000-	239310	NAPA TRX DATE 100622	80591	10/07/2022	16.18
	6000-76-76110-513030-00000000-	239310	NAPA TRX DATE 100622	80591	10/07/2022	49.95

	6000-76-76110-513030-00000000-	239310	NAPA TRX DATE 100622	80591	10/07/2022	55.65
	6000-76-76110-513030-00000000-	239310	NAPA TRX DATE 100622	80591	10/07/2022	55.76
	6000-76-76110-513030-00000000-	239310	NAPA TRX DATE 100622	80591	10/07/2022	68.56
	6000-76-76110-513030-00000000-	239310	NAPA TRX DATE 100622	80591	10/07/2022	104.61
	6000-76-76110-513030-00000000-	238363	AUTO PARTS (BLANKET)	80682	09/30/2022	990.71
	6000-76-76110-513030-00000000-	238976	AUTO PARTS (BLANKET)	80682	09/30/2022	211.82
	6000-76-76110-513030-00000000-	239427	AUTO PARTS (BLANKET)	80682	10/12/2022	630.34
	6000-76-76110-513030-00000000-	239428	AUTO PARTS (BLANKET)	80682	10/12/2022	2,937.80
	Total Paid by Vendor					**5,849.86**
MARK JOHNSON CONSTRUCTION LLC	6000-76-00000-526000-00000000-	2640	BIG COVE FINAL CLARIFIER 2 MECH MODIFICATIONS	80155	09/27/2022	123,332.13
	6000-76-00000-526000-00000000-	2642	WALL TRIANA PS	80155	09/30/2022	29,556.88
	6000-76-00000-526000-00000000-	2639	BIG COVE FINAL CLARIFIER 1 MECH MODIFICATIONS	80155	09/30/2022	8,123.07
	6000-76-00000-526000-00000000-	2638	CHASE WWTP VAVLE PIT 2 REPAIR	80592	09/30/2022	1,396.50
	Total Paid by Vendor					**162,408.58**
MCGRIFF TIRE CO INC	6000-76-76110-513030-00000000-	4660042894	EMER TIRE REPAIRS MULTIPLE EQUIPMENT	80060	09/26/2022	872.40
	6000-76-76110-513030-00000000-	4660043176	R&M EQ #021733 (NOT ON BID)	80060	09/26/2022	2,984.76
	6000-76-76110-513030-00000000-	4660042889	EMER TIRE REPAIRS (NOT ON BID)	80060	09/26/2022	110.00
	6000-76-76110-513030-00000000-	4660042389	EMER TIRE REPAIRS MULTIPLE EQUIPMENT	80060	09/26/2022	258.47
	6000-76-76110-513030-00000000-	4660042880	EMER TIRE REPAIRS MULTIPLE EQUIPMENT	80060	09/26/2022	495.57
	6000-76-76110-513030-00000000-	4660042516	EMER TIRE REPAIRS MULTIPLE EQUIPMENT	80060	09/26/2022	418.40
	6000-76-76110-513030-00000000-	4660042584	EMER TIRE REPAIRS (NOT ON BID)	80060	09/26/2022	28.80
	6000-76-76110-513030-00000000-	4660042884	EMER TIRE REPAIRS (NOT ON BID)	80060	09/26/2022	458.64
	6000-76-76110-513030-00000000-	4660042279	EMER TIRE REPAIRS MULTIPLE EQUIPMENT	80060	09/26/2022	481.95
	6000-76-76110-513030-00000000-	4660042329	EMER TIRE REPAIRS (NOT ON BID)	80060	09/26/2022	238.72
	6000-76-76110-513030-00000000-	4660042095	EMER TIRE REPAIRS MULTIPLE EQUIPMENT	80060	09/26/2022	218.34
	6000-76-76110-513030-00000000-	4660042114	EMER TIRE REPAIRS MULTIPLE EQUIPMENT	80060	09/26/2022	728.66
	6000-76-76110-513030-00000000-	4660043401	R&M EQ #021772	80157	09/28/2022	2,194.98
	Total Paid by Vendor					**9,489.69**
MCPHERSON COMPANIES INC	6000-00-00000-140100-00000000-	1016264	WPC FUELING FACILITY	80158	09/27/2022	14,667.68
	6000-00-00000-140100-00000000-	1016663	WPC FUELING FACILITY	80158	09/28/2022	6,571.55
	6000-00-00000-140100-00000000-	1020480	WPC FUELING FACILITY	80686	10/12/2022	17,446.53
	Total Paid by Vendor					**38,685.76**
MR ROOTER PLUMBING	6000-76-76300-516030-00000000-	443282	EMERGENCY PLUMBING REPAIRS (BLANKET)	80164	09/27/2022	875.00
	6000-76-76300-516030-00000000-	442506	EMERGENCY PLUMBING REPAIRS (BLANKET)	80164	09/27/2022	510.00
	6000-76-76300-516030-00000000-	444757	EMERGENCY PLUMBING REPAIRS (BLANKET)	80164	09/27/2022	5,037.88
	6000-76-76300-516030-00000000-	444759	EMERGENCY PLUMBING REPAIRS (BLANKET)	80164	09/27/2022	957.56
	6000-76-76300-516030-00000000-	445229	EMERGENCY PLUMBING REPAIRS (BLANKET)	80164	09/27/2022	900.00
	6000-76-76300-516030-00000000-	445009	EMERGENCY PLUMBING REPAIRS (BLANKET)	80164	09/27/2022	667.32
	6000-76-76300-516030-00000000-	444951	EMERGENCY PLUMBING REPAIRS (BLANKET)	80164	09/27/2022	4,913.21
	6000-76-76300-516030-00000000-	445769	EMERGENCY PLUMBING REPAIRS (BLANKET)	80164	09/27/2022	730.00
	6000-76-76300-516030-00000000-	446500	PUMPING-MONTE SANO/VARIOUS PROJECTS(BLANKET)	80598	09/30/2022	125.00
	Total Paid by Vendor					**14,715.97**
OCR WATER & FIRE PROTECTION AUTHORITY	6000-76-76370-515700-00000000-	010-03293-01-093022	UTILITIES-BLANKET (OCT 2021-SEPT 2022)	80696	09/30/2022	17.56
	6000-76-76370-515700-00000000-	017-02010-01-093022	UTILITIES-BLANKET (OCT 2021-SEPT 2022)	80696	09/30/2022	17.56
	Total Paid by Vendor					**35.12**
OSBORN CONCRETE CUTTING	6000-76-00000-526000-00000000-	18784	GREENBRIER PARKWAY SS	90000248	09/30/2022	2,100.00
	6000-76-76300-516030-00000000-	18793	POINT REPAIR (BLANKET)	90000248	09/30/2022	350.00
	6000-76-00000-526000-00000000-	18823	BOEING SS (BLANKET)	PCard	10/12/2022	350.00
	Total Paid by Vendor					**2,800.00**
P & H SUPPLY CO INC	6000-00-00000-140100-00000000-	3325	INVENTORY	80697	10/12/2022	7,993.56
	Total Paid by Vendor					**7,993.56**
PCARD PAYMENTS	6000-00-00000-140100-00000000-	282732	INVENTORY	PCard	09/26/2022	49.94
	6000-76-76110-513030-00000000-	283821	MAINTENANCE OF EQ#021797	PCard	09/26/2022	10.00
	6000-76-76200-513040-00000000-	283829	FOR MAINTENANCE REPAIR	PCard	09/27/2022	631.73
	6000-76-76110-513030-00000000-	283836	PARTS NEEDED IMMEDIATELY FOR R&M OF EQUIPMENT	PCard	09/28/2022	36.56
	6000-76-76200-515340-00000000-	283844	FOR SEWER CONSTRUCTION	PCard	09/28/2022	333.75
	6000-76-76200-515340-00000000-	283845	FOR SEWER CONSTRUCTION	PCard	09/28/2022	468.97
	6000-76-76110-515610-00000000-	283855	MAINTENANCE TOOLS	PCard	09/29/2022	93.91
	6000-76-76300-516030-00000000-	283856	PT REPAIR 11020 VIVIAN DR	PCard	09/29/2022	680.89
	6000-76-76300-516030-00000000-	283857	JOE CROSS/CRYSTAL CREEK, NEEDED IMMEDIATELY	PCard	09/29/2022	292.50
	6000-76-76110-515610-00000000-	283869	TOOLS	PCard	09/30/2022	627.00
	6000-00-00000-140100-00000000-	283870	REFUND FOR RETURNED ITEM	PCard	09/30/2022	(139.00)
	6000-00-00000-140100-00000000-	283871	MAINTENANCE/INVENTORY	PCard	09/30/2022	649.42
	6000-76-76200-515340-00000000-	283889	OPERATIONS	PCard	10/03/2022	10.90
	6000-76-76200-515340-00000000-	283890	OPERATIONS	PCard	10/03/2022	35.10
	Total Paid by Vendor					**3,781.67**
PINE BLUFF MATERIALS CO LLC	6000-76-76200-515340-00000000-	196316	FOR ALL WWTP DRYING BEDS (BLANKET)	80699	09/30/2022	7,519.40
	6000-76-76200-515340-00000000-	196716	FOR WWTP DRYING BEDS (BLANKET)	80699	10/12/2022	2,410.80
	Total Paid by Vendor					**9,930.20**
PRO-AIR SERVICES INC	6000-76-76250-513010-00000000-	99994	PL1 HVAC SERVICE	80305	09/27/2022	222.18

		6000-76-76250-513010-00000000-	100009	PL1 ADMIN HVAC SERVICE	80702	10/12/2022	1,168.85
		Total Paid by Vendor					**1,391.03**
	RELIABILITY POINT LLC	6000-76-76300-515340-00000000-	17354	TVI TRACTOR REPAIR (SOLE SOURCE)	80468	09/30/2022	1,739.52
		6000-76-76300-515340-00000000-	17372	TVI TRACTOR REPAIR (SOLE SOURCE)	80707	10/12/2022	2,815.64
		Total Paid by Vendor					**4,555.16**
	REPUBLIC SERVICES INC	6000-76-76200-515730-00000000-	0979-000990053	REFUSE CONTAINERS (BLANKET) JULY-SEPTEMBER 2022	80469	09/30/2022	1,863.47
		Total Paid by Vendor					**1,863.47**
	RICHLAND INDUSTRIES LLC	6000-76-00000-526000-00000000-	61076	PL4 NEW CLARIFIER	80709	09/30/2022	45,165.84
		Total Paid by Vendor					**45,165.84**
	ROGERS GROUP INC	6000-00-00000-220400-00000000-	334919-117-2RET	2224-JAKE DRIVE EXTENSION-FINAL RET	80312	09/27/2022	29,068.74
		6000-00-00000-220400-00000000-	97	21858-ALDRIDGE CREEK WWTP PAVING-FINAL RETAINGE	80312	09/27/2022	3,711.35
		6000-76-76300-516030-00000000-	0203001662	POINT REPAIR (BLANKET)	80612	09/30/2022	5,038.95
		Total Paid by Vendor					**37,819.04**
	SAFETY KLEEN SYSTEMS INC	6000-76-76200-515340-00000000-	89924922	PARTS WASHER TVI/MTN BAY (SOLE SOURCE)(BLANKET)	80472	09/30/2022	314.88
		6000-76-76200-515340-00000000-	89807427	PARTS WASHER TVI/MTN BAY (SOLE SOURCE)(BLANKET)	80472	09/30/2022	276.15
		Total Paid by Vendor					**591.03**
	SOLID WASTE DISPOSAL AUTHORITY	6000-76-76200-515730-00000000-	T1005145	SOLID WASTE DISPOSAL-BLANKET (OCT 2021-SEP 2022)	PCard	09/30/2022	21,905.86
		Total Paid by Vendor					**21,905.86**
	STAPLES INC	6000-76-76100-515340-00000000-	3518675670	KERRI BEVILACQUA/1800 VERMONT RD/2568833722	80324	09/27/2022	531.10
		6000-76-76100-515340-00000000-	3520169881	KERRI BEVILACQUA/1800 VERMONT RD/2568833722	80717	10/12/2022	113.59
		Total Paid by Vendor					**644.69**
	SUBURBAN PROPANE CO	6000-76-76200-515340-00000000-	7521-032962-092022	FOR FORKLIFT IN MAINTENANCE (BLANKET)	80481	09/30/2022	24.40
		Total Paid by Vendor					**24.40**
	SUNBELT RENTALS INC	6000-76-76210-513010-00000000-	131393056-0001	PLANT 2	80719	10/12/2022	82.80
		Total Paid by Vendor					**82.80**
	TURF-TECHS LAWN SERVICE LLC	6000-76-76110-513010-00000000-	92685	FOR WPC ADMIN (BLANKET)	80486	09/30/2022	144.50
		Total Paid by Vendor					**144.50**
	UNITED SITE SERVICES OF MISSISSIPPI LLC	6000-76-00000-526000-00000000-	CM-00069531	CREDIT FOR INV-00921995	80622	09/30/2022	(4.96)
		6000-76-00000-526000-00000000-	INV-00921995	OAK MEADOW	80622	09/30/2022	94.96
		Total Paid by Vendor					**90.00**
	UNIVAR USA	6000-76-76300-515340-00000000-	99196206	PLANT 5-CHASE	80097	09/26/2022	3,300.13
		6000-76-76300-515340-00000000-	99196277	PLANT 5-CHASE	80097	09/26/2022	1,811.52
		6000-76-76200-515340-00000000-	50586728	SPLIT LOAD-PLANTS 5 & 6 *SEE NOTES FOR DELIVERY*	80488	09/30/2022	6,644.25
		6000-76-76200-515340-00000000-	50586726	SPLIT LOAD-PLANTS 5 & 6 *SEE NOTES FOR DELIVERY*	80488	09/30/2022	6,644.25
		Total Paid by Vendor					**18,400.15**
	VULCAN MATERIALS CO	6000-76-76300-515340-00000000-	51230001	POINT REPAIR (BLANKET)	80341	09/27/2022	298.26
		6000-76-76300-515340-00000000-	51230004	POINT REPAIR (BLANKET)	80341	09/27/2022	313.43
		6000-76-00000-526000-00000000-	51230010	BOEING GRAVITY LINE	80341	09/27/2022	9,600.04
		6000-76-00000-526000-00000000-	51230002	BOEING GRAVITY LINE	80341	09/27/2022	290.40
		6000-76-76300-515340-00000000-	51230003	POINT REPAIR (BLANKET)	80341	09/27/2022	226.98
		6000-76-76300-515340-00000000-	51230007	POINT REPAIR (BLANKET)	80341	09/27/2022	2,471.15
		6000-76-76300-515340-00000000-	51230005	POINT REPAIR (BLANKET)	80341	09/27/2022	941.28
		6000-76-00000-526000-00000000-	51230008	CHASE CHLORINE CONTACT CHAMBER (BLANKET)	80341	09/27/2022	3,735.68
		6000-76-00000-526000-00000000-	51233857	DEVANEY FARMS SS	80490	09/30/2022	322.40
		6000-76-00000-526000-00000000-	51237137	BOEING GRAVITY LINE (BLANKET)	80490	09/30/2022	8,559.77
		6000-76-00000-526000-00000000-	51233861	BOEING GRAVITY LINE (BLANKET)	80490	09/30/2022	5,979.32
		6000-76-76300-515340-00000000-	51233858	POINT REPAIR (BLANKET)	80490	09/30/2022	208.91
		6000-76-76300-515340-00000000-	51233856	POINT REPAIR (BLANKET)	80490	09/30/2022	312.48
		6000-76-76300-515340-00000000-	51239201	POINT REPAIR (BLANKET)	80490	09/30/2022	368.52
		6000-76-76300-515340-00000000-	51239202	POINT REPAIR (BLANKET)	80490	09/30/2022	665.10
		6000-76-76300-515340-00000000-	51237136	POINT REPAIR (BLANKET)	80490	09/30/2022	748.40
		6000-76-76300-515340-00000000-	51239200	POINT REPAIR (BLANKET)	80490	09/30/2022	612.18
		Total Paid by Vendor					**35,654.30**
	Total by Fund 6000						**1,312,271.25**
6010	GARVER LLC	6010-76-00000-526000-00000000-	22C03010-4	WPC SANITARY SEWER REHAB CONSTRUCTION OBS 2022	80434	09/30/2022	18,327.50
		6010-76-00000-526000-00000000-	22S02330-6	WPC SS MANHOLE MAPPING-17	80658	09/30/2022	9,850.00
		6010-76-00000-526000-00000000-	21S02362-9	2021 WPC ON CALL SURVEYING CONTRACT 2	80658	09/30/2022	16,351.39
		Total Paid by Vendor					**44,528.89**
	HYDRA SERVICE INC	6010-76-00000-526000-00000000-	162269	JOHN HUNT PARK (BLANKET)	80442	09/30/2022	300.00
		Total Paid by Vendor					**300.00**
	LTS CONSTRUCTION LLC	6010-00-00000-220400-00000000-	FINAL & RET RANDOLPH	211024-RANDOLPH, WELLS, ENGEL-FINAL RET	80151	09/27/2022	6,480.25
		6010-00-00000-220400-00000000-	FINAL & RET HETTINGE	211024-STEVE HETTINGER DRIVE PROJ-FINAL RET	80151	09/27/2022	12,497.61
		6010-76-00000-526000-00000000-	APPL #1 RIDGECREST	EM PIPE BURSTING WYNN DR	80151	09/30/2022	91,696.78
		6010-76-00000-526000-00000000-	APPL #1 TRIANA	EM PIPE BURSTING WYNN DR	80151	09/30/2022	225,458.76
		Total Paid by Vendor					**336,133.40**
	NORFOLK SOUTHERN RAILWAY COMPANY	6010-76-00000-526000-00000000-	466538	RAILROAD EASEMENT FEES	80693	10/12/2022	590.10
		Total Paid by Vendor					**590.10**
	VULCAN MATERIALS CO	6010-76-00000-526000-00000000-	51230009	TAYLOR LN FM (BLANKET)	80341	09/27/2022	6,280.09
		6010-76-00000-526000-00000000-	51230006	TAYLOR LN FM (BLANKET)	80341	09/27/2022	255.97
		6010-76-00000-526000-00000000-	51233859	TAYLOR LN FM (BLANKET)	80490	09/30/2022	994.24

		6010-76-00000-526000-00000000-	51233860	TAYLOR LN FM (BLANKET)	80490	09/30/2022	1,301.76
		Total Paid by Vendor					**8,832.06**
	WEAVER ENVIRONMENTAL SERVICES INC	6010-76-00000-526000-00000000-	APPL #10 BIG COVE EX	MANHOLE REHAB (BLANKET)	80344	09/27/2022	17,149.50
		6010-76-00000-526000-00000000-	APPL #11 HAMPTON COV	MANHOLE REHAB (BLANKET)	80344	09/30/2022	120,865.35
		Total Paid by Vendor					**138,014.85**
	WENDY RENEE WALDREP	6010-76-00000-526000-00000000-	092722	WASTEWATER GRADE IC TRAINING (BLANKET)	80345	09/30/2022	2,850.00
		Total Paid by Vendor					**2,850.00**
	Total by Fund 6010						**531,249.30**
6020	HYDRA SERVICE INC	6020-76-00000-526000-00000000-	162575	HOMER NANCE PUMP STATION (SOLE SOURCE)	80675	10/12/2022	14,429.25
		Total Paid by Vendor					**14,429.25**
	TETRA TECH INC	6020-76-00000-526000-00000000-	51953831	2022 ON-CALL EDS SVCS FOR SCADA PROJ (BLANKET)	80330	09/27/2022	460.00
		Total Paid by Vendor					**460.00**
	Total by Fund 6020						**14,889.25**
6030	MR ROOTER PLUMBING	6030-71-00000-526000-00000000-	446350	PUMPING-MOUNTAIN PRESERVE (BLANKET)	80063	09/26/2022	1,250.00
		6030-71-00000-526000-00000000-	446404	PUMPING-MOUNTAIN PRESERVE (BLANKET)	80063	09/26/2022	4,200.00
		6030-71-00000-526000-00000000-	446250	PUMPING-MOUNTAIN PRESERVE (BLANKET)	80063	09/26/2022	1,312.50
		6030-71-00000-526000-00000000-	446339	PUMPING-MOUNTAIN PRESERVE (BLANKET)	80063	09/26/2022	1,125.00
		6030-71-00000-526000-00000000-	446333	PUMPING-MOUNTAIN PRESERVE (BLANKET)	80063	09/26/2022	1,000.00
		6030-71-00000-526000-00000000-	446289	PUMPING-MOUNTAIN PRESERVE (BLANKET)	80063	09/26/2022	1,000.00
		6030-71-00000-526000-00000000-	443467	PUMPING-MOUNTAIN PRESERVE (BLANKET)	80063	09/26/2022	1,000.00
		6030-71-00000-526000-00000000-	446236	PUMPING-MOUNTAIN PRESERVE (BLANKET)	80063	09/26/2022	1,250.00
		6030-71-00000-526000-00000000-	446229	PUMPING-MOUNTAIN PRESERVE (BLANKET)	80063	09/26/2022	825.00
		6030-71-00000-526000-00000000-	446200	PUMPING-MOUNTAIN PRESERVE (BLANKET)	80063	09/26/2022	1,250.00
		6030-71-00000-526000-00000000-	446197	PUMPING-MOUNTAIN PRESERVE (BLANKET)	80063	09/26/2022	1,500.00
		6030-71-00000-526000-00000000-	446203	PUMPING-MOUNTAIN PRESERVE (BLANKET)	80063	09/26/2022	1,100.00
		6030-71-00000-526000-00000000-	446188	PUMPING-MOUNTAIN PRESERVE (BLANKET)	80063	09/26/2022	1,100.00
		6030-71-00000-526000-00000000-	446181	PUMPING-MOUNTAIN PRESERVE (BLANKET)	80063	09/26/2022	937.50
		6030-71-00000-526000-00000000-	446099	PUMPING-MOUNTAIN PRESERVE (BLANKET)	80063	09/26/2022	1,000.00
		6030-71-00000-526000-00000000-	446135	PUMPING-MOUNTAIN PRESERVE (BLANKET)	80063	09/26/2022	1,250.00
		6030-71-00000-526000-00000000-	445994	PUMPING-MOUNTAIN PRESERVE (BLANKET)	80063	09/26/2022	1,187.50
		6030-71-00000-526000-00000000-	446091	PUMPING-MOUNTAIN PRESERVE (BLANKET)	80063	09/26/2022	1,375.00
		6030-71-00000-526000-00000000-	445936	PUMPING-MOUNTAIN PRESERVE (BLANKET)	80063	09/26/2022	1,250.00
		6030-71-00000-526000-00000000-	446083	PUMPING-MOUNTAIN PRESERVE (BLANKET)	80063	09/26/2022	1,125.00
		6030-71-00000-526000-00000000-	446125	PUMPING-MOUNTAIN PRESERVE (BLANKET)	80063	09/26/2022	1,250.00
		6030-71-00000-526000-00000000-	446072	PUMPING-MOUNTAIN PRESERVE (BLANKET)	80063	09/26/2022	1,250.00
		6030-71-00000-526000-00000000-	446196	PUMPING-WILSON COVE (BLANKET)	80063	09/26/2022	1,250.00
		6030-71-00000-526000-00000000-	446366	PUMPING-WILSON COVE (BLANKET)	80063	09/26/2022	1,000.00
		6030-71-00000-526000-00000000-	446407	PUMPING-WILSON COVE (BLANKET)	80063	09/26/2022	2,500.00
		6030-71-00000-526000-00000000-	446402	PUMPING-WILSON COVE (BLANKET)	80063	09/26/2022	6,800.00
		6030-71-00000-526000-00000000-	446251	PUMPING-WILSON COVE (BLANKET)	80063	09/26/2022	800.00
		6030-71-00000-526000-00000000-	446340	PUMPING-WILSON COVE (BLANKET)	80063	09/26/2022	1,250.00
		6030-71-00000-526000-00000000-	446334	PUMPING-WILSON COVE (BLANKET)	80063	09/26/2022	1,125.00
		6030-71-00000-526000-00000000-	446290	PUMPING-WILSON COVE (BLANKET)	80063	09/26/2022	1,125.00
		6030-71-00000-526000-00000000-	446237	PUMPING-WILSON COVE (BLANKET)	80063	09/26/2022	1,000.00
		6030-71-00000-526000-00000000-	446230	PUMPING-WILSON COVE (BLANKET)	80063	09/26/2022	625.00
		6030-71-00000-526000-00000000-	446282	PUMPING-WILSON COVE (BLANKET)	80063	09/26/2022	1,125.00
		6030-71-00000-526000-00000000-	446204	PUMPING-WILSON COVE (BLANKET)	80063	09/26/2022	550.00
		6030-71-00000-526000-00000000-	446189	PUMPING-WILSON COVE (BLANKET)	80063	09/26/2022	550.00
		6030-71-00000-526000-00000000-	446182	PUMPING-WILSON COVE (BLANKET)	80063	09/26/2022	712.50
		6030-71-00000-526000-00000000-	446100	PUMPING-WILSON COVE (BLANKET)	80063	09/26/2022	875.00
		6030-71-00000-526000-00000000-	446136	PUMPING-WILSON COVE (BLANKET)	80063	09/26/2022	1,000.00
		6030-71-00000-526000-00000000-	445995	PUMPING-WILSON COVE (BLANKET)	80063	09/26/2022	850.00
		6030-71-00000-526000-00000000-	446092	PUMPING-WILSON COVE (BLANKET)	80063	09/26/2022	1,125.00
		6030-71-00000-526000-00000000-	446127	PUMPING-MEADOWS (BLANKET)	80164	09/27/2022	1,250.00
		6030-71-00000-526000-00000000-	446073	PUMPING-WILSON COVE (BLANKET)	80164	09/27/2022	625.00
		6030-71-00000-526000-00000000-	446084	PUMPING-WILSON COVE (BLANKET)	80164	09/27/2022	875.00
		6030-71-00000-526000-00000000-	445937	PUMPING-WILSON COVE (BLANKET)	80164	09/27/2022	1,000.00
		6030-71-00000-526000-00000000-	446126	PUMPING-WILSON COVE (BLANKET)	80164	09/27/2022	875.00
		6030-71-00000-526000-00000000-	444728	PUMPING-MEADOWS (BLANKET)	80164	09/27/2022	1,875.00
		6030-71-00000-526000-00000000-	446076	PUMPING-AMAZON BLANKET	80164	09/28/2022	1,250.00
		6030-71-00000-526000-00000000-	446131	PUMPING-AMAZON BLANKET	80164	09/28/2022	1,250.00
		6030-71-00000-526000-00000000-	446086	PUMPING-AMAZON BLANKET	80164	09/28/2022	1,250.00
		6030-71-00000-526000-00000000-	445992	PUMPING-AMAZON BLANKET	80164	09/28/2022	1,500.00
		6030-71-00000-526000-00000000-	446134	PUMPING-AMAZON BLANKET	80164	09/28/2022	1,625.00
		6030-71-00000-526000-00000000-	446097	PUMPING-AMAZON BLANKET	80164	09/28/2022	1,875.00
		6030-71-00000-526000-00000000-	446000	PUMPING-AMAZON BLANKET	80164	09/28/2022	1,100.00
		6030-71-00000-526000-00000000-	446192	PUMPING-AMAZON BLANKET	80164	09/28/2022	1,250.00
		6030-71-00000-526000-00000000-	446202	PUMPING-AMAZON BLANKET	80164	09/28/2022	850.00
		6030-71-00000-526000-00000000-	446207	PUMPING-AMAZON BLANKET	80164	09/28/2022	812.50

		6030-71-00000-526000-00000000-	446210	PUMPING-AMAZON BLANKET	80164	09/28/2022	1,250.00
		6030-71-00000-526000-00000000-	446142	PUMPING-AMAZON BLANKET	80164	09/28/2022	1,500.00
		6030-71-00000-526000-00000000-	446144	PUMPING-AMAZON BLANKET	80164	09/28/2022	1,500.00
		6030-71-00000-526000-00000000-	446245	PUMPING-AMAZON BLANKET	80164	09/28/2022	800.00
		6030-71-00000-526000-00000000-	446239	PUMPING-AMAZON BLANKET	80164	09/28/2022	1,250.00
		6030-71-00000-526000-00000000-	446337	PUMPING-AMAZON BLANKET	80164	09/28/2022	1,125.00
		6030-71-00000-526000-00000000-	446353	PUMPING-AMAZON BLANKET	80164	09/28/2022	1,000.00
		6030-71-00000-526000-00000000-	446355	PUMPING-AMAZON BLANKET	80164	09/28/2022	1,062.50
		6030-71-00000-526000-00000000-	446403	PUMPING-AMAZON BLANKET	80164	09/28/2022	3,575.00
		6030-71-00000-526000-00000000-	446292	PUMPING-AMAZON BLANKET	80164	09/28/2022	975.00
		6030-71-00000-526000-00000000-	446295	PUMPING-MOUNTAIN PRESERVE (BLANKET)	80598	09/30/2022	1,000.00
		6030-71-00000-526000-00000000-	446474	PUMPING-MEADOWS (BLANKET)	80598	09/30/2022	1,250.00
		6030-71-00000-526000-00000000-	446296	PUMPING-WILSON COVE (BLANKET)	80598	09/30/2022	925.00
		6030-71-00000-526000-00000000-	446367	PUMPING-AMAZON BLANKET	80598	09/30/2022	1,250.00
		Total Paid by Vendor					**90,525.00**
	OSBORN CONCRETE CUTTING	6030-71-00000-526000-00000000-	18821	OLD 431/BERKLEY (BLANKET)	PCard	10/12/2022	1,400.00
		Total Paid by Vendor					**1,400.00**
	SUNBELT RENTALS INC	6030-71-00000-526000-00000000-	103805256-0029	POP: 09/16 - 10/13	80719	10/12/2022	917.70
		Total Paid by Vendor					**917.70**
	WILMER & LEE PA	6030-71-00000-526000-00000000-	22546377	VARIOUS PROJECTS-LEGAL SERVICES (BLANKET)	80102	09/26/2022	4,796.75
		Total Paid by Vendor					**4,796.75**
	Total by Fund 6030						**97,639.45**
6040	GRAYBAR ELECTRIC COMPANY	6040-71-00000-526000-00000000-	9328091024	HAYS LS #2	80662	09/30/2022	3,765.60
		6040-71-00000-526000-00000000-	9329019912	HAYS LS #3	80662	10/11/2022	625.00
		Total Paid by Vendor					**4,390.60**
	IRBY ELECTRICAL DISTRIBUTOR	6040-71-00000-526000-00000000-	S012956774.008	FIELDS 2 PS (ALLEN BRADLEY SOLE SOURCE)	80446	09/30/2022	327.15
		6040-71-00000-526000-00000000-	S012960012.005	FIELDS 1 PS (ALLEN BRADLEY SOLE SOURCE)	80446	09/30/2022	654.30
		Total Paid by Vendor					**981.45**
	NORFOLK SOUTHERN RAILWAY COMPANY	6040-71-00000-526000-00000000-	92764533	KEASE IF 7816 SQ FT OF LAND	80064	09/26/2022	100.00
		Total Paid by Vendor					**100.00**
	Total by Fund 6040						**5,472.05**
6050	MARK JOHNSON CONSTRUCTION LLC	6050-76-00000-526000-00000000-	APPL #1 W AREA WWTP	WESTERN AREA WWTP PH 1 EXPANSI	80155	09/27/2022	978,113.00
		Total Paid by Vendor					**978,113.00**
	Total by Fund 6050						**978,113.00**
6200	A-1 GLASS & AUTO LLC	6200-55-55200-513030-00000000-	2694	COM TX 100522/2694	80519	09/30/2022	50.00
		Total Paid by Vendor					**50.00**
	DUTCH OIL COMPANY INC	6200-55-55200-514010-00000000-	CFN-16621	FUELING TRANS DATED 091422	90000229	09/26/2022	4,244.81
		6200-55-55200-514010-00000000-	CFN-16637	FUELING TRANS DATED 091522	90000229	09/26/2022	3,944.01
		6200-55-55200-514010-00000000-	CFN-16821	FUELING TRANS DATED 091622	90000229	09/26/2022	1,534.56
		6200-55-55200-514010-00000000-	CFN-16836	FUELING TRANS DATED 091722	90000229	09/26/2022	210.22
		6200-55-55200-514010-00000000-	CFN-16846	FUELING TRANS DATED 091922	90000229	09/26/2022	3,891.89
		6200-55-55200-514010-00000000-	CFN-16862	FUELING TRANS DATED 092022	90000229	09/26/2022	4,089.25
		6200-55-55200-514010-00000000-	CFN-16885	FUELING TRANS DATED 092122	90000236	09/28/2022	4,152.76
		6200-55-55200-514010-00000000-	CFN-16900	FUELING TRANS DATED 092222	90000236	09/28/2022	3,998.20
		6200-55-55200-514010-00000000-	CFN-16916	FUELING TRANS DATED 092322	90000236	09/28/2022	2,091.61
		6200-55-55200-514010-00000000-	CFN-16958	FUELING TRANS DATED 092622	90000236	09/28/2022	3,750.10
		6200-55-55200-514010-00000000-	CFN-16974	FUELING TRANS DATED 092722	90000236	09/30/2022	3,170.04
		6200-55-55200-514010-00000000-	CFN-16989	FUELING TRANS DATED 092822	90000243	09/28/2022	5,085.17
		6200-55-55200-514010-00000000-	CFN-17004	FUELING TRANS DATED 092922	90000243	09/29/2022	3,914.56
		6200-55-55200-514010-00000000-	CFN-17024	FUELING TRANS DATED 093022	90000246	09/30/2022	1,445.78
		6200-55-55200-514010-00000000-	CFN-17258	FUELING TRANS DATED 100322	90000246	10/05/2022	3,848.33
		Total Paid by Vendor					**49,371.29**
	JAMES R HALL	6200-55-55200-513030-00000000-	60118	COM TX 100522/60118	80611	09/30/2022	78.00
		6200-55-55200-513030-00000000-	60118	COM TX 100522/60118	80611	09/30/2022	250.00
		6200-55-55200-513030-00000000-	60120	COM TX 100522/60120	80611	09/30/2022	10.20
		6200-55-55200-513030-00000000-	60120	COM TX 100522/60120	80611	09/30/2022	250.00
		6200-55-55200-513030-00000000-	60125	COM TX 100522/60125	80611	09/30/2022	78.00
		6200-55-55200-513030-00000000-	60125	COM TX 100522/60125	80611	09/30/2022	250.00
		6200-55-55200-513030-00000000-	60173	COM TX 100522/60173	80611	09/30/2022	250.00
		Total Paid by Vendor					**1,166.20**
	JC TRUCK REPAIR	6200-55-55200-513030-00000000-	01994	COM TX 092822/01994	80143	09/29/2022	1,160.00
		6200-55-55200-513030-00000000-	01994	COM TX 092822/01994	80143	09/29/2022	2,970.97
		Total Paid by Vendor					**4,130.97**
	KELLYS TIRE SERVICE	6200-55-55200-513030-00000000-	233594	COM TX 092322/233594	80145	09/27/2022	116.00
		6200-55-55200-513030-00000000-	233595	COM TX 092322/233595	80145	09/27/2022	70.00
		6200-55-55200-513030-00000000-	233596	COM TX 092322/233596	80145	09/27/2022	56.00
		6200-55-55200-513030-00000000-	233597	COM TX 092322/233597	80145	09/27/2022	56.00
		6200-55-55200-513030-00000000-	233598	COM TX 092322/233598	80145	09/27/2022	172.00
		6200-55-55200-513030-00000000-	233599	COM TX 092322/233599	80145	09/27/2022	70.00
		6200-55-55200-513030-00000000-	233601	COM TX 092322/233601	80145	09/27/2022	28.00

	6200-55-55200-513030-00000000-	233602	COM TX 092322/233602	80145	09/27/2022	56.00
	6200-55-55200-513030-00000000-	233603	COM TX 092322/233603	80145	09/27/2022	140.00
	6200-55-55200-513030-00000000-	233620	COM TX 092922/233620	80586	09/30/2022	116.00
	6200-55-55200-513030-00000000-	233620	COM TX 092922/233620	80586	09/30/2022	640.00
	6200-55-55200-513030-00000000-	233829	COM TX 092922/233829	80586	09/30/2022	116.00
	6200-55-55200-513030-00000000-	233900	COM TX 092922/233900	80586	09/30/2022	88.00
	6200-55-55200-513030-00000000-	233958	COM TX 092922/233958	80586	09/30/2022	116.00
	6200-55-55200-513030-00000000-	233959	COM TX 092922/233959	80586	09/30/2022	95.00
	6200-55-55200-513030-00000000-	233908	COM TX 100522/233908	80586	09/30/2022	35.00
	6200-55-55200-513030-00000000-	233909	COM TX 100522/233909	80586	09/30/2022	35.00
	6200-55-55200-513030-00000000-	233921	COM TX 100522/233921	80586	09/30/2022	224.00
	6200-55-55200-513030-00000000-	233922	COM TX 100522/233922	80586	09/30/2022	95.00
	6200-55-55200-513030-00000000-	233923	COM TX 100522/233923	80586	09/30/2022	35.00
	6200-55-55200-513030-00000000-	233923	COM TX 100522/233923	80586	09/30/2022	116.00
	6200-55-55200-513030-00000000-	233924	COM TX 100522/233924	80586	09/30/2022	56.00
	6200-55-55200-513030-00000000-	233925	COM TX 100522/233925	80586	09/30/2022	70.00
	6200-55-55200-513030-00000000-	233926	COM TX 100522/233926	80586	09/30/2022	56.00
	6200-55-55200-513030-00000000-	233927	COM TX 100522/233927	80586	09/30/2022	56.00
	6200-55-55200-513030-00000000-	233928	COM TX 100522/233928	80586	09/30/2022	56.00
	6200-55-55200-513030-00000000-	233929	COM TX 100522/233929	80586	09/30/2022	35.00
	6200-55-55200-513030-00000000-	233930	COM TX 100522/233930	80586	09/30/2022	35.00
	6200-55-55200-513030-00000000-	233930	COM TX 100522/233930	80586	09/30/2022	56.00
	6200-55-55200-513030-00000000-	233931	COM TX 100522/233931	80586	09/30/2022	56.00
	6200-55-55200-513030-00000000-	233932	COM TX 100522/233932	80586	09/30/2022	10.00
	6200-55-55200-513030-00000000-	233932	COM TX 100522/233932	80586	09/30/2022	112.00
	6200-55-55200-513030-00000000-	234122	COM TX 100522/234122	80586	09/30/2022	88.00
	6200-55-55200-513030-00000000-	234122	COM TX 100522/234122	80586	09/30/2022	320.00
	6200-55-55200-513030-00000000-	234123	COM TX 100522/234123	80586	09/30/2022	284.00
	6200-55-55200-513030-00000000-	234125	COM TX 100522/234125	80586	09/30/2022	116.00
	6200-55-55200-513030-00000000-	234125	COM TX 100522/234125	80586	09/30/2022	640.00
	6200-55-55200-513030-00000000-	234126	COM TX 100522/234126	80586	09/30/2022	200.00
	6200-55-55200-513030-00000000-	234127	COM TX 100522/234127	80586	09/30/2022	130.00
	6200-55-55200-513030-00000000-	234178	COM TX 100522/234178	80586	09/30/2022	116.00
	6200-55-55200-513030-00000000-	234179	COM TX 100522/234179	80586	09/30/2022	130.00
	6200-55-55200-513030-00000000-	234180	COM TX 100522/234180	80586	09/30/2022	95.00
	Total Paid by Vendor					**5,192.00**
KENWORTH OF HUNTSVILLE	6200-55-55200-513030-00000000-	0640643897	COM TX 092822/0640643897	80336	09/29/2022	962.50
	6200-55-55200-513030-00000000-	0640643897	COM TX 092822/0640643897	80336	09/29/2022	1,155.68
	Total Paid by Vendor					**2,118.18**
MADISON COUNTY AUTO PARTS INC	6200-55-55200-513030-00000000-	238521	NAPA TRX DATE 091322	80058	09/26/2022	3.80
	6200-55-55200-513030-00000000-	238521	NAPA TRX DATE 091322	80058	09/26/2022	3.91
	6200-55-55200-513030-00000000-	238521	NAPA TRX DATE 091322	80058	09/26/2022	10.24
	6200-55-55200-513030-00000000-	238521	NAPA TRX DATE 091322	80058	09/26/2022	19.24
	6200-55-55200-513030-00000000-	238521	NAPA TRX DATE 091322	80058	09/26/2022	21.90
	6200-55-55200-513030-00000000-	238521	NAPA TRX DATE 091322	80058	09/26/2022	22.02
	6200-55-55200-513030-00000000-	238521	NAPA TRX DATE 091322	80058	09/26/2022	23.41
	6200-55-55200-513030-00000000-	238521	NAPA TRX DATE 091322	80058	09/26/2022	29.95
	6200-55-55200-513030-00000000-	238521	NAPA TRX DATE 091322	80058	09/26/2022	48.56
	6200-55-55200-513030-00000000-	238521	NAPA TRX DATE 091322	80058	09/26/2022	50.65
	6200-55-55200-513030-00000000-	238521	NAPA TRX DATE 091322	80058	09/26/2022	68.02
	6200-55-55200-513030-00000000-	238521	NAPA TRX DATE 091322	80058	09/26/2022	148.29
	6200-55-55200-513030-00000000-	238521	NAPA TRX DATE 091322	80058	09/26/2022	166.16
	6200-55-55200-513030-00000000-	238521	NAPA TRX DATE 091322	80058	09/26/2022	182.94
	6200-55-55200-513030-00000000-	238521	NAPA TRX DATE 091322	80058	09/26/2022	275.00
	6200-55-55200-513030-00000000-	238521	NAPA TRX DATE 091322	80058	09/26/2022	340.82
	6200-55-55200-513030-00000000-	238521	NAPA TRX DATE 091322	80058	09/26/2022	600.20
	6200-55-55200-513030-00000000-	238521	NAPA TRX DATE 091322	80058	09/26/2022	802.30
	6200-55-55200-513030-00000000-	238521	NAPA TRX DATE 091322	80058	09/26/2022	1,180.20
	6200-55-55200-513030-00000000-	238521	NAPA TRX DATE 091322	80058	09/26/2022	3,265.42
	6200-55-55200-513030-00000000-	238521	NAPA TRX DATE 091322	80058	09/26/2022	5,111.10
	6200-55-55200-513030-00000000-	238561	NAPA TRX DATE 091422	80058	09/26/2022	13.90
	6200-55-55200-513030-00000000-	238561	NAPA TRX DATE 091422	80058	09/26/2022	17.73
	6200-55-55200-513030-00000000-	238561	NAPA TRX DATE 091422	80058	09/26/2022	22.02
	6200-55-55200-513030-00000000-	238561	NAPA TRX DATE 091422	80058	09/26/2022	23.04
	6200-55-55200-513030-00000000-	238561	NAPA TRX DATE 091422	80058	09/26/2022	29.97
	6200-55-55200-513030-00000000-	238561	NAPA TRX DATE 091422	80058	09/26/2022	37.08
	6200-55-55200-513030-00000000-	238561	NAPA TRX DATE 091422	80058	09/26/2022	46.32
	6200-55-55200-513030-00000000-	238561	NAPA TRX DATE 091422	80058	09/26/2022	47.40
	6200-55-55200-513030-00000000-	238561	NAPA TRX DATE 091422	80058	09/26/2022	54.76
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6200-55-55200-513030-00000000-	238561	NAPA TRX DATE 091422	80058	09/26/2022	78.40
6200-55-55200-513030-00000000-	238561	NAPA TRX DATE 091422	80058	09/26/2022	293.84
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6200-55-55200-513030-00000000-	239130	NAPA TRX DATE 093022	80394	09/30/2022	7.51
6200-55-55200-513030-00000000-	239130	NAPA TRX DATE 093022	80394	09/30/2022	19.24
6200-55-55200-513030-00000000-	239130	NAPA TRX DATE 093022	80394	09/30/2022	23.41
6200-55-55200-513030-00000000-	239130	NAPA TRX DATE 093022	80394	09/30/2022	25.36
6200-55-55200-513030-00000000-	239130	NAPA TRX DATE 093022	80394	09/30/2022	25.62
6200-55-55200-513030-00000000-	239130	NAPA TRX DATE 093022	80394	09/30/2022	26.06
6200-55-55200-513030-00000000-	239130	NAPA TRX DATE 093022	80394	09/30/2022	30.91
6200-55-55200-513030-00000000-	239130	NAPA TRX DATE 093022	80394	09/30/2022	31.97
6200-55-55200-513030-00000000-	239130	NAPA TRX DATE 093022	80394	09/30/2022	41.22
6200-55-55200-513030-00000000-	239130	NAPA TRX DATE 093022	80394	09/30/2022	45.32
6200-55-55200-513030-00000000-	239130	NAPA TRX DATE 093022	80394	09/30/2022	46.32
6200-55-55200-513030-00000000-	239130	NAPA TRX DATE 093022	80394	09/30/2022	52.45
6200-55-55200-513030-00000000-	239130	NAPA TRX DATE 093022	80394	09/30/2022	60.43
6200-55-55200-513030-00000000-	239130	NAPA TRX DATE 093022	80394	09/30/2022	61.63
6200-55-55200-513030-00000000-	239130	NAPA TRX DATE 093022	80394	09/30/2022	62.97
6200-55-55200-513030-00000000-	239130	NAPA TRX DATE 093022	80394	09/30/2022	104.24
6200-55-55200-513030-00000000-	239175	NAPA TRX DATE 100322	80591	10/06/2022	15.80

		6200-55-55200-513030-00000000-	239175	NAPA TRX DATE 100322	80591	10/06/2022	19.24
		6200-55-55200-513030-00000000-	239175	NAPA TRX DATE 100322	80591	10/06/2022	23.41
		6200-55-55200-513030-00000000-	239175	NAPA TRX DATE 100322	80591	10/06/2022	25.62
		6200-55-55200-513030-00000000-	239175	NAPA TRX DATE 100322	80591	10/06/2022	48.65
		6200-55-55200-513030-00000000-	239175	NAPA TRX DATE 100322	80591	10/06/2022	97.66
		6200-55-55200-513030-00000000-	239175	NAPA TRX DATE 100322	80591	10/06/2022	179.06
		6200-55-55200-513030-00000000-	239175	NAPA TRX DATE 100322	80591	10/06/2022	198.62
		6200-55-55200-513030-00000000-	239175	NAPA TRX DATE 100322	80591	10/06/2022	482.08
		6200-55-55200-513030-00000000-	239175	NAPA TRX DATE 100322	80591	10/06/2022	1,119.86
		6200-55-55200-513030-00000000-	239208	NAPA TRX DATE 100422	80591	10/06/2022	5.53
		6200-55-55200-513030-00000000-	239208	NAPA TRX DATE 100422	80591	10/06/2022	10.05
		6200-55-55200-513030-00000000-	239208	NAPA TRX DATE 100422	80591	10/06/2022	13.90
		6200-55-55200-513030-00000000-	239208	NAPA TRX DATE 100422	80591	10/06/2022	17.52
		6200-55-55200-513030-00000000-	239208	NAPA TRX DATE 100422	80591	10/06/2022	18.48
		6200-55-55200-513030-00000000-	239208	NAPA TRX DATE 100422	80591	10/06/2022	20.48
		6200-55-55200-513030-00000000-	239208	NAPA TRX DATE 100422	80591	10/06/2022	25.63
		6200-55-55200-513030-00000000-	239208	NAPA TRX DATE 100422	80591	10/06/2022	26.06
		6200-55-55200-513030-00000000-	239208	NAPA TRX DATE 100422	80591	10/06/2022	27.18
		6200-55-55200-513030-00000000-	239208	NAPA TRX DATE 100422	80591	10/06/2022	27.38
		6200-55-55200-513030-00000000-	239208	NAPA TRX DATE 100422	80591	10/06/2022	33.76
		6200-55-55200-513030-00000000-	239208	NAPA TRX DATE 100422	80591	10/06/2022	46.32
		6200-55-55200-513030-00000000-	239208	NAPA TRX DATE 100422	80591	10/06/2022	46.51
		6200-55-55200-513030-00000000-	239208	NAPA TRX DATE 100422	80591	10/06/2022	55.39
		6200-55-55200-513030-00000000-	239208	NAPA TRX DATE 100422	80591	10/06/2022	75.92
		6200-55-55200-513030-00000000-	239208	NAPA TRX DATE 100422	80591	10/06/2022	76.96
		6200-55-55200-513030-00000000-	239208	NAPA TRX DATE 100422	80591	10/06/2022	78.40
		6200-55-55200-513030-00000000-	239208	NAPA TRX DATE 100422	80591	10/06/2022	112.79
		6200-55-55200-513030-00000000-	239208	NAPA TRX DATE 100422	80591	10/06/2022	190.69
		6200-55-55200-513030-00000000-	239208	NAPA TRX DATE 100422	80591	10/06/2022	253.48
		6200-55-55200-513030-00000000-	239208	NAPA TRX DATE 100422	80591	10/06/2022	276.84
		6200-55-55200-513030-00000000-	239208	NAPA TRX DATE 100422	80591	10/06/2022	327.06
		6200-55-55200-513030-00000000-	239208	NAPA TRX DATE 100422	80591	10/06/2022	391.72
		6200-55-55200-513030-00000000-	239208	NAPA TRX DATE 100422	80591	10/06/2022	753.18
		6200-55-55200-513030-00000000-	239208	NAPA TRX DATE 100422	80591	10/06/2022	7,370.18
		6200-55-55200-513030-00000000-	239208	NAPA TRX DATE 100422	80591	10/06/2022	22,493.03
		6200-55-55200-513030-00000000-	239281	NAPA TRX DATE 100522	80591	10/07/2022	7.51
		6200-55-55200-513030-00000000-	239281	NAPA TRX DATE 100522	80591	10/07/2022	29.40
		6200-55-55200-513030-00000000-	239281	NAPA TRX DATE 100522	80591	10/07/2022	42.35
		6200-55-55200-513030-00000000-	239281	NAPA TRX DATE 100522	80591	10/07/2022	54.76
		6200-55-55200-513030-00000000-	239281	NAPA TRX DATE 100522	80591	10/07/2022	232.64
		6200-55-55200-513030-00000000-	239281	NAPA TRX DATE 100522	80591	10/07/2022	534.87
		6200-55-55200-513030-00000000-	239281	NAPA TRX DATE 100522	80591	10/07/2022	731.18
		6200-55-55200-513030-00000000-	239281	NAPA TRX DATE 100522	80591	10/07/2022	13,431.72
		6200-55-55200-513030-00000000-	239281	NAPA TRX DATE 100522	80591	10/07/2022	22,832.78
		6200-55-55200-513030-00000000-	239310	NAPA TRX DATE 100622	80591	10/07/2022	34.42
		Total Paid by Vendor					**115,371.88**
	PRECISION AUTO BODY REPAIR LLC	6200-55-55200-513030-00000000-	092022	COM TX 100522/092022	80605	09/30/2022	36.00
		6200-55-55200-513030-00000000-	092022	COM TX 100522/092022	80605	09/30/2022	240.00
		6200-55-55200-513030-00000000-	092022	COM TX 100522/092022	80605	09/30/2022	570.00
		6200-55-55200-513030-00000000-	092022	COM TX 100522/092022	80605	09/30/2022	1,140.00
		Total Paid by Vendor					**1,986.00**
	SOLID WASTE DISPOSAL AUTHORITY	6200-55-55200-515730-00000000-	T1005066	BLANKET PO FOR SWDA TIPPING FEES	90000249	09/30/2022	270,320.10
		Total Paid by Vendor					**270,320.10**
	STAPLES INC	6200-55-55200-515340-00000000-	3518675658	A. WILSON/4205 E. SCHRIMSHER LN/256-883-3998	80324	09/27/2022	226.52
		Total Paid by Vendor					**226.52**
	STRICKLAND COMPANIES	6200-55-55200-515340-00000000-	HU912771-00	COPY PAPER FOR SANITATION OFFICE USE	80325	09/27/2022	266.82
		Total Paid by Vendor					**266.82**
	TIMOTHY BEVERLY	6200-55-55200-513030-00000000-	42222	COM TX 092622/42222	80121	09/27/2022	100.00
		Total Paid by Vendor					**100.00**
	WH THOMAS OIL CO INC	6200-55-55200-514010-00000000-	436357	HYDRAULIC FLUID FOR SANITATION	80346	09/27/2022	3,809.46
		Total Paid by Vendor					**3,809.46**
	Total by Fund 6200						**454,109.42**
6500	HUNTSVILLE UTILITIES	6500-53-53200-515700-PK1064XX-	2210103911400922	ELECTRIC USAGE FOR GARAGES (BLANKET)	80140	09/30/2022	158.95
		Total Paid by Vendor					**158.95**
	Total by Fund 6500						**158.95**
7000	BLUE CROSS AND BLUE SHIELD OF ALABAMA	7000-16-00000-517010-00000000-	HEALTH CLMS 9/19-23	9/19/22-9/23/22 HEALTH CLAIMS	90000227	09/27/2022	91,261.38
		7000-16-00000-517015-00000000-	HEALTH CLMS 9/19-23	9/19/22-9/23/22 HEALTH CLAIMS	90000227	09/27/2022	52,210.47
		7000-16-00000-517025-00000000-	HEALTH CLMS 9/19-23	9/19/22-9/23/22 HEALTH CLAIMS	90000227	09/27/2022	935.36
		7000-16-00000-517010-00000000-	HEALTH CLM 9/26-9/30	9/26/22-9/30/22 HEALTH CLAIMS	90000242	09/30/2022	49,794.97
		7000-16-00000-517015-00000000-	HEALTH CLM 9/26-9/30	9/26/22-9/30/22 HEALTH CLAIMS	90000242	09/30/2022	80,018.62

		7000-16-00000-517025-00000000-	HEALTH CLM 9/26-9/30	9/26/22-9/30/22 HEALTH CLAIMS	90000242	09/30/2022	18.29
		7000-16-00000-517010-00000000-	HEALTH CLMS 10/3-7	10/3/22-10/7/22 HEALTH CLAIMS	90000244	10/10/2022	75,601.36
		7000-16-00000-517015-00000000-	HEALTH CLMS 10/3-7	10/3/22-10/7/22 HEALTH CLAIMS	90000244	10/10/2022	38,413.45
		7000-16-00000-517025-00000000-	HEALTH CLMS 10/3-7	10/3/22-10/7/22 HEALTH CLAIMS	90000244	10/10/2022	(1.53)
		Total Paid by Vendor					**388,252.37**
	Total by Fund 7000						**388,252.37**
Grand Total							**26,535,458.40**

VENDOR	ACCOUNT	CK NUM	CK DATE	CK RUN	CK AMT	PAYEE
1 CLAIM PAYMENTS	0001-00-00000-110004-00000000-					
	0001-00-00000-110004-00000000-					
2 REFUND PAYMENTS	0001-00-00000-110004-00000000-	80074	09/27/2022	092722A	$100.00	DEONNA HILL
	0001-00-00000-110004-00000000-	80307	09/30/2022	093022A	$39,311.14	HARRIS GLOBAL COMMUNICATIONS
	0001-00-00000-110004-00000000-	80308	09/30/2022	093022A	$69.70	JESSE CUNNINGHAM
	0001-00-00000-110004-00000000-	80309	09/30/2022	093022A	$156.78	JUSTIN CRAFT
	0001-00-00000-110004-00000000-	80310	09/30/2022	093022A	$192.63	RUSS OWENS
	0001-00-00000-110004-00000000-	80465	10/06/2022	100622A	$590.00	SOUTHERN COMFORT HVAC SERVICES LLC
	0001-00-00000-110004-00000000-	80466	10/06/2022	100622A	$1,099.05	W S ELECTRICAL & AIR CONDITIONING INC
	0001-00-00000-110004-00000000-	80467	10/06/2022	100622A	$1,250.00	JAMES AND PATRICIA STONER
	0001-00-00000-110004-00000000-	80704	10/13/2022	101322A	$80.00	CAITLYN SPRIGGS
	0001-00-00000-110004-00000000-	80705	10/13/2022	101322A	$86.00	JILL KING
	0001-00-00000-110004-00000000-	80706	10/13/2022	101322A	$284,700.00	QUADRANT COMMUNITIES LLC
	0001-00-00000-110004-00000000-					
3 REIMBURSEMENT PAYMENTS	0001-00-00000-110004-00000000-					
	0001-00-00000-110004-00000000-					

PRJ 9/24/22 - 10/14/22

FUND	0001	(Should only be fund "0001")

Sum of JOURNAL AMOUNT		Column Labels		
Row Labels	**DT FUND**	**09/30/22 (ACCRUAL)**	**10/07/22**	**Grand Total**
101000	1000	$3,114,147.38	$506,965.79	$3,621,113.17
101005	1005	($902,796.23)	($146,969.77)	($1,049,766.00)
102000	2000	$144,299.09	$23,490.70	$167,789.79
102100	2100	$45,534.70	$7,412.61	$52,947.31
102101	2101	$1,244.26	$202.56	$1,446.82
102500	2500	$2,814.79	$458.21	$3,273.00
103900	3900	$24,230.86	$3,944.58	$28,175.44
103910	3910	$26,886.41	$4,376.84	$31,263.25
103930	3930	$31,410.30	$5,113.30	$36,523.60
106000	6000	$413,980.74	$67,392.61	$481,373.35
106200	6200	$217,620.91	$35,427.07	$253,047.98
107100	7100	($21,185.96)	($3,449.13)	($24,635.09)
110004	IONS	($3,098,187.25)	($504,365.37)	($3,602,552.62)
Grand Total		**$0.00**	**$0.00**	**$0.00**

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** 2022-0874

Department: City Council

Subject: **Type of Action:** Nomination

Nomination to appoint Kelsey Smith to the Huntsville Ice Skating Complex Board of Control, Position 5, to the seat previously held by Jan Davis for a three (3) year term to expire November 21, 2025.

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:

N/A

RESOLUTION NO. 22 -

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

WHEREAS, a vacancy exists, or will exist, on the Huntsville Ice Skating Complex Board of Control, Position 5, due to the expiration of the term of Jan Davis.

NOW, THEREFORE, BE IT RESOLVED that Kelsey Smith is hereby appointed to fill said vacancy, said appointment to become effective on November 22, 2022 and expiring on November 21, 2025.

ADOPTED this the 27th day of October, 2022.

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

APPROVED this the 27th day of October, 2022.

_____
Mayor of the City of Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** 2022-0875

Department: City Council

Subject: **Type of Action:** Nomination

Nomination to appoint Thomas Holliday to the Huntsville Ice Skating Complex Board of Control, Position 1, to the seat previously held by Dr. Tyler Kirby for a three (3) year term to expire November 21, 2025.

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: N/A

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

Additional Comments:

N/A

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** 2022-0913

Department: City Council

Subject: **Type of Action:** Nomination

Nomination to appoint Richard Godwin to the Community Development Citizens Advisory Council, Place 12, to fill a vacancy due to the resignation of Thomas McAdams for the remainder of a vacant three (3) year term to expire April 14, 2023

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:
N/A

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** 2022-0923

Department: City Council

Subject: **Type of Action:** Nomination

Nomination to appoint Tom Estes to the Huntsville Tennis Center Board of Control, Place 4, to the seat previously held by Scott Harriman for a three (3) year term to expire November 28, 2025.

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:
N/A

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** 2022-0924

Department: Huntsville Utilities

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

Resolution authorizing the Mayor to enter into an agreement between The Marshall County Gas District, a Corporation, hereinafter referred to as (DISTRICT) and City of Huntsville (Utilities: Gas).

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:

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments: N/A

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** TMP-2195

Department: Huntsville Utilities

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

Resolution authorizing the Mayor to execute an agreement to convey high pressure gas main from the Southeast Water Treatment Plant on Highway 431 to Marshall County Gas District. (Utilities: Gas)

Resolution Yes.

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: N/A

Address: N/A

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

Additional Comments: N/A

RESOLUTION 22- _____

WHEREAS, on October 3, 2018, the City of Huntsville Gas Utility Board has approved an Agreement to convey high pressure gas main from the Southeast Water Treatment Plant on Highway 431 and extending South in and through Marshall County, Alabama to Guntersville, Alabama along with a triangular tract of land located at the intersection of U. S. Highway 431 and Alabama Highway 79; and

WHEREAS, said gas mains have not been in use; and

WHEREAS, the portion of the pipeline to be conveyed to The Marshall County Gas District is presently unused and is surplus property having no customers being served; and

WHEREAS, the conveyance requires the consent and approval of the City Council of the City of Huntsville, Alabama;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Huntsville, Alabama that the Agreement to convey high pressure gas main from the Southeast Water Treatment Plant on Highway 431 and extending South in and through Marshall County, Alabama to Guntersville, Alabama along with a triangular tract of land located at the intersection of U. S. Highway 431 and Alabama Highway 79 be, and the same is hereby approved and the written consent or approval of the City Council of the City of Huntsville is hereby granted to the City of Huntsville Gas Utility Board.

ADOPTED this the 27th day of October, 2022.

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

APPROVED this the 27th day of October, 2022.

_____
Mayor of the City of Huntsville,
Alabama

MEMORANDUM

To: Huntsville City Council

From: Wes Kelley, President & CEO

Date: October 14, 2022

Subject: Huntsville Utilities Item for City Council Agenda, October 27, 2022
Resolution authorizing the Mayor to enter into an agreement between The Marshall County Gas District, a Corporation, hereinafter referred to as (DISTRICT) and City of Huntsville. (Utilities: Gas)

Approval of the resolution authorizing the Mayor to enter into an agreement between The Marshall County Gas District, a Corporation, hereinafter referred to as (DISTRICT) and City of Huntsville. (Utilities: Gas)

STATE OF ALABAMA)
)
COUNTY OF MARSHALL)

AGREEMENT

THIS AGREEMENT made this the 13TH day of OCTOBER, 2022, by and between THE MARSHALL COUNTY GAS DISTRICT, a Corporation, hereinafter referred to as (DISTRICT) and CITY OF HUNTSVILLE, a Municipal Corporation, within the State of Alabama, d/b/a Huntsville Utilities hereinafter referred to as (HUNTSVILLE).

- W I T N E S S E T H -

WHEREAS, Huntsville is a Municipal Corporation located in Madison County, Alabama and owns and operates a gas distribution system located primarily in Madison County, Alabama; and

WHEREAS, District is a Corporation organized under the laws of the State of Alabama and operates a gas distribution system in Marshall County, Alabama; and

WHEREAS, Huntsville did during the year 1977 construct a natural gas transmission line which begins in Guntersville, Alabama and proceeded North along US Highway 431 to a point located at or near; Hobbs Island Road in Madison County; and

WHEREAS, said gas mains have not been in use or transporting natural gas except for gas being transported through the pipeline on US Highway 431 to Huntsville's Southeast Water Treatment Plant at or near Guntersville Dam Road in Marshall County, Alabama where Huntsville Water Treatment Plant is utilizing gas; and

WHEREAS, a portion of the pipeline beginning at the Southeast Water Treatment Plant on Highway 431 and extending South in and through Marshall County, Alabama to Guntersville, Alabama is presently unused and is surplus property having no customers being served from gas mains and Huntsville is securing gas from other sources to supply the Southeast Water Treatment Plant and is being required to maintain, repair and keep up the gas mains which is an expense to Huntsville; and

WHEREAS, District and Huntsville desire to enter into an agreement where all of the aforesaid gas mains along Highway 431, beginning at or near the location of the Southeast Water Treatment Plant of Huntsville and extending South to the end of said gas mains be transferred from Huntsville to District, without any consideration except as set forth in this agreement; and

WHEREAS, District will secure a Resolution accepting the transfer of the gas mains and to hold harmless and indemnify Huntsville from any and all future Liability from the date of transfer relating to the District's operation, use and maintenance of the pipeline.

WHEREAS, Huntsville and District desire to set forth the terms and conditions of the transfer and secure Resolutions from the City Council of the City of Huntsville, Alabama which would transfer any assets that Huntsville may or might have in and to the gas line to District; and

NOW, THEREFORE, in consideration of the premises and mutual covenants and conditions as hereinafter agreed upon, the Parties have agreed as follows:

1. Huntsville will transfer to District any and all right, title, interest, claim or demand which Huntsville may have in and to that certain gas main or gas transmission main which are located in Marshall County, Alabama and more particularly described in Exhibit A, attached hereto.

2. Huntsville received by Deed, title to a triangular tract which is located in the Y at the intersection of US Highway 431 and Alabama Highway 79, a copy of which is attached and marked Exhibit B and Huntsville will transfer by Quitclaim Deed any and all interest which Huntsville has in and to said triangular tract to District. The Quitclaim Deed will be a deed authorized and approved the City Council of the City of Huntsville with the Mayor of the City of Huntsville executing the deed.

3. The pipeline and main as installed along and upon Highway 431 has been installed in the right-of-way of US Highway 431 with permission granted by the Alabama Department of Transportation by permit, and Huntsville will execute an instrument transferring any and all interest which Huntsville may or might have to the gas mains which are installed in US Highway 431. A copy of said transfer or agreement shall be delivered to the Alabama Department of Transportation area headquarters which are located in Guntersville, Alabama which is located along US Highway 431 in Marshall County, Alabama.

4. District will, at the expense of District, construct a metering station which will be constructed in accordance with Exhibit C attached hereto and which metering station will be constructed at or near the location of the Southeast Water Treatment Plant which is located at or near the intersection of Guntersville Dam Road and US Highway 431. The metering station is for metering gas which may be transferred between Huntsville and District and Huntsville is to grant to District an easement to construct the metering station on the property of Huntsville. The location and size of the easement shall be determined by Huntsville and subject to any type of restrictions, exceptions, reservations or liens that may or might have been imposed by Tennessee Valley Authority (TVA) or any other party on any of the real estate owned by Huntsville. Huntsville will transfer by an easement conveyance and will transfer only such title that Huntsville may or might have and subject to any and all restrictions, reservations, prohibitions and liens of record and further to such conditions as Huntsville may impose upon the easement.

5. As and for the consideration of the transfer District does agree to indemnify and hold harmless Huntsville from any and all future liability from the date of transfer relating to District's operation, use and maintenance of said pipeline. This indemnification is predicated on acceptance by District of the transferred gas system in an "as is" and "whereas condition". Huntsville makes no representation, warranty or other agreement as to the condition of the aforesaid gas line and that the same is being transferred from Huntsville to District without any

type of obligation on the part of Huntsville to repair, fix or maintain any portion of the transferred property, all maintenance, upkeep and repairs subsequent to date of this agreement will be done and performed by District.

6. District will secure a Resolution in such form as required by Huntsville which will accept the transfer of the gas line or mains and will have the District indemnify and hold harmless Huntsville as set forth herein.

7. District agrees to complete the metering station as set forth herein within six (6) months of the date of the last governing body to this agreement executes the same. Failure of the District to construct the metering station by the aforesaid date shall result in Huntsville having the sole right or option to cancel this agreement and District shall pay unto Huntsville any and all expenses incurred by Huntsville for performance of this agreement and transfer.

8. The Alabama Department of Transportation has been contacted as to any requirements as to transfer of permits of the gas pipeline to be transferred and has been informed that there are no formal requirements; however, they will accept a copy of the transfer and may or might keep and maintain the same. Both Parties agree that they will submit to the Alabama Department of Transportation a copy of this agreement and any other documentation that may or might be executed to the Alabama Department of Transportation so that the interest in and to the gas transmission pipeline may be transferred from Huntsville to District.

9. This Agreement embodies the entire Agreement between the Parties hereto and the same shall not be amended or altered unless entered into in writing with the same formality as these present.

IN WITNESS WHEREOF, the undersigned have hereunto executed this Agreement on the day and date first above written.

CITY OF HUNTSVILLE, d/b/a HUNTSVILLE UTILITIES

By: _____
Its President & CEO

THE MARSHALL COUNTY GAS DISTRICT

By: Richard T Jensen
Its CEO

Exhibit A - Huntsville Utilities shall transfer ownership of approximately nine miles of twelve inch welded steel natural gas pipeline and such fittings, valves, metering station and components attached to said pipeline to Marshall County Gas District. Said pipeline lies within the right-of-way of US 431 South Highway from a point beginning at or near ALDOT Milepost 311.07 and ending at the metering station located at the intersection of AL Highway 79 and US 431 South Highway.

HUNTSVILLE UTILITY DEED

STATE OF ALABAMA)

COUNTY OF MARSHALL) **KNOW ALL MEN BY THESE PRESENTS:**

That **City of Huntsville**, a municipal corporation within the State of Alabama, d/b/a Huntsville Utilities, of the first part, in consideration of Ten and no/100 Dollars ($10.00) and other valuable consideration to them in hand paid by **Marshall County Gas District,** a Public Corporation, of the second part, the receipt whereof is hereby acknowledged, does grant, bargain, sell and convey unto the said parties of the second part, subject to the conditions, limitations and restrictions set out below, the following described real estate, to-wit:

All that part of the Southeast Quarter of Section 13, Township 7 South, Range 3 East of the Huntsville Meridian in Marshall County, Alabama, particularly described as beginning at a point on the north margin of Y Road connecting U.S. Highway 241 (431) and Alabama Highway 79 on the T. L. Conner property; said place of beginning is more particularly described as being Tennessee Valley Authority Monument #73; thence from the place of beginning South 78 degrees 15 minutes West along the North margin of said Y Road 80.58 feet; thence North 29 degrees 53 minutes East 106.71 feet to the Tennessee Valley Reservation Boundary Line; thence South 19 degrees 00 minutes east along said Tennessee Valley Authority Boundary Line 80.0 feet to the place of beginning, and containing 3195.10 square feet or 0.073 acres, more or less. (A-6785 & B-15498.2 ref only)

Subject, however, to any valid adverse title as to minerals, oil or mining rights, easements or rights of way, covenants running with the land; encroachments or other matters or defects shown by a survey of said property.

Anything contained in this deed to the contrary notwithstanding, this property is conveyed, and the subject property is accepted by the Party of the Second Part with **no warranties** from the City of Huntsville.

Together with all and singular the tenements, hereditaments, rights, privileges, and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, to the said parties of the second part and to its successors and assigns forever.

In Witness Whereof, the **City of Huntsville**, a municipal corporation, has caused its name to be affixed hereto by TOMMY BATTLE, its Mayor, who is duly authorized, and has caused the same to be attested by its City Clerk, and its Corporate Seal affixed on this ____ day of _____ 2022.

CITY OF HUNTSVILLE, A MUNICIPAL CORPORATION

BY:_____**(Seal)**
TOMMY BATTLE
Its Mayor

ATTEST:

_____**(SEAL)**
Its City Clerk

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned authority, a Notary Public in and for said County and State, hereby cert ify that TOMMY BATTLE, whose name as Mayor of the City of Huntsville, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he, as such Mayor and with full authority, executed the same voluntarily for and as the act of such municipal corporation.

Given under my hand and seal this the _____ of _____ 2022.

_____
NOTARY PUBLIC
My Commission Expires:_____

STATE OF ALABAMA)
COUNTY OF MADISON)

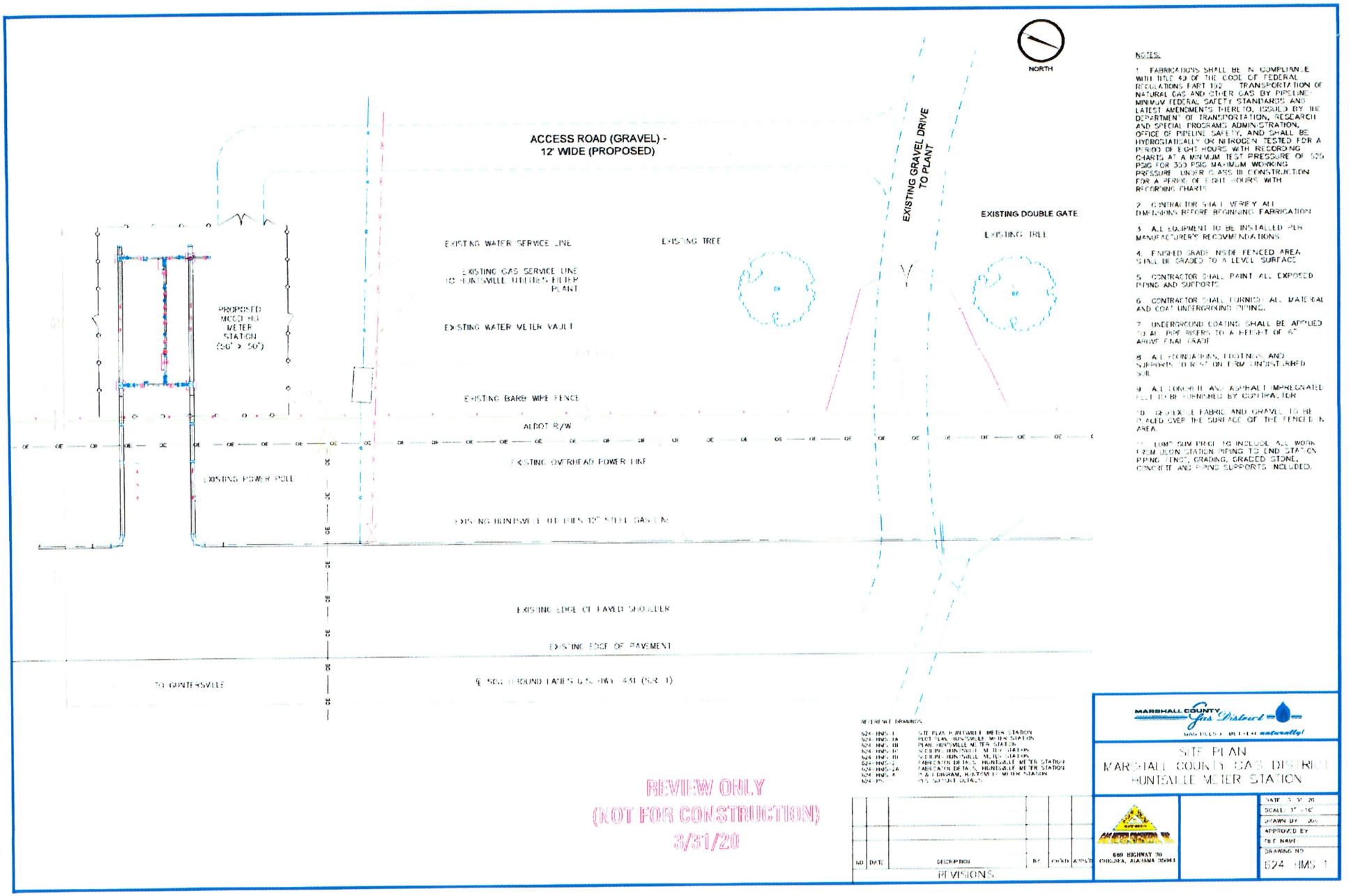
I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that KENNETH BENION, whose name as City-Clerk Treasurer of the City of Huntsville is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of such municipal corporation.

Given under my hand and seal this the _____ of _____ 2022.

_____
NOTARY PUBLIC
My Commission Expires:_____

B-15498.2
W:\WORK\Deed\Marshall County Gas District from City of Huntsville NE 4th 13-7-2 B-15498.2 ref only

This instrument prepared by Wade K. Wright, 2313 Worth Street, Guntersville, Alabama. (By preparing same the scrivener does not expressly or impliedly give any opinion or warranty as to the status of the title of the property conveyed herein.)



NOTES:

1. FABRICATIONS SHALL BE IN COMPLIANCE WITH TITLE 49 OF THE CODE OF FEDERAL REGULATIONS PART 192 - TRANSPORTATION OF NATURAL GAS AND OTHER GAS BY PIPELINE: MINIMUM FEDERAL SAFETY STANDARDS AND LATEST AMENDMENTS THERETO, ISSUED BY THE DEPARTMENT OF TRANSPORTATION, RESEARCH AND SPECIAL PROGRAMS ADMINISTRATION, OFFICE OF PIPELINE SAFETY, AND SHALL BE HYDROSTATICALLY OR NITROGEN TESTED FOR A PERIOD OF EIGHT HOURS WITH RECORDING CHARTS AT A MINIMUM TEST PRESSURE OF 525 PSIG FOR 350 PSIG MAXIMUM WORKING PRESSURE UNDER CLASS III CONSTRUCTION FOR A PERIOD OF EIGHT HOURS WITH RECORDING CHARTS.
2. CONTRACTOR SHALL VERIFY ALL DIMENSIONS BEFORE BEGINNING FABRICATION.
3. ALL EQUIPMENT TO BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.
4. FINISHED GRADE INSIDE FENCED AREA SHALL BE GRADED TO A LEVEL SURFACE.
5. CONTRACTOR SHALL PAINT ALL EXPOSED PIPING AND SUPPORTS.
6. CONTRACTOR SHALL FURNISH ALL MATERIAL AND COAT UNDERGROUND PIPING.
7. UNDERGROUND COATING SHALL BE APPLIED TO ALL PIPE RISERS TO A HEIGHT OF 6" ABOVE FINAL GRADE.
8. ALL FOUNDATIONS, FOOTINGS AND SUPPORTS TO REST ON FIRM UNDISTURBED SOIL.
9. ALL CONCRETE AND ASPHALT IMPREGNATED FELT TO BE FURNISHED BY CONTRACTOR.
10. GEOTEXTILE FABRIC AND GRAVEL TO BE SPREAD OVER THE SURFACE OF THE FENCED IN AREA.
11. LUMP SUM PRICE TO INCLUDE ALL WORK FROM JLON STATION PIPING TO END STATION PIPING, FENCE, GRADING, GRADED STONE, CONCRETE AND PIPING SUPPORTS INCLUDED.

REFERENCE DRAWINGS

624-HMS-1	SITE PLAN, HUNTSVILLE METER STATION
624-HMS-1A	PIPING PLAN, HUNTSVILLE METER STATION
624-HMS-1B	PLAN, HUNTSVILLE METER STATION
624-HMS-2	SECTION, HUNTSVILLE METER STATION
624-HMS-3	SECTION, HUNTSVILLE METER STATION
624-HMS-5	FABRICATION DETAILS, HUNTSVILLE METER STATION
624-HMS-5A	FABRICATION DETAILS, HUNTSVILLE METER STATION
624-HMS-6	P & I DIAGRAM, HUNTSVILLE METER STATION
624-PS	PIPE SUPPORT DETAILS

REVIEW ONLY
(NOT FOR CONSTRUCTION)
3/31/20

NO	DATE	DESCRIPTION	BY	CHKD	APP'D

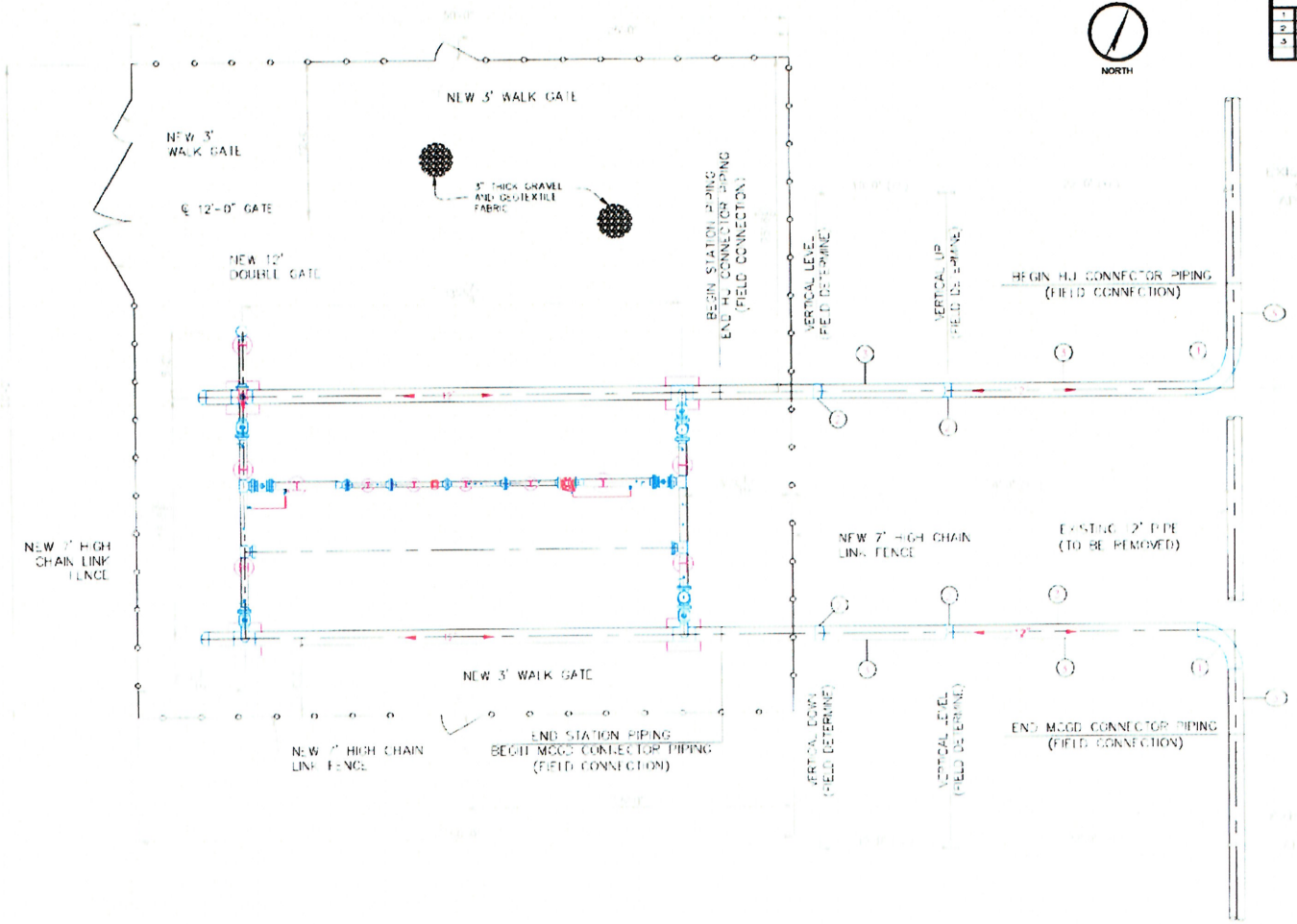
REVISIONS

MARSHALL COUNTY Gas District
GAS DELIVERED TO YOU naturally!

SITE PLAN
MARSHALL COUNTY GAS DISTRICT
HUNTSVILLE METER STATION

689 HIGHWAY 36
CHEROKEE, ALABAMA 35643

DATE	3-31-20
SCALE	1" = 10'
DRAWN BY	JSC
APPROVED BY	
FILE NAME	
DRAWING NO.	624-HMS-1



BILL OF MATERIAL

			DESCRIPTION
1	2		12" 90° SR WELD ELL, STD, X-52, CS/CEMENTABLE
2	2		12" 30° SR WELD ELL, STD, X-52, CS/CEMENTABLE, TRIMMED TO FIT IN FIELD (4 REQ'D)
3	100 LF		12"Ø x 0.375" WT STL PPE, API-5L-X52, 12-14 MIL FBE COATED

NOTES:

1. FABRICATION SHALL BE IN COMPLIANCE WITH TITLE 49 OF THE CODE OF FEDERAL REGULATIONS PART 192 TRANSPORTATION OF NATURAL GAS AND OTHER GAS BY PIPELINE: MINIMUM FEDERAL SAFETY STANDARDS AND LATEST AMENDMENTS THERETO, ISSUED BY THE DEPARTMENT OF TRANSPORTATION, RESEARCH AND SPECIAL PROGRAMS ADMINISTRATION, OFFICE OF PIPELINE SAFETY, AND SHALL BE HYDROSTATICALLY OR NITROGEN TESTED FOR A PERIOD OF EIGHT HOURS WITH RECORDING CHARTS AT A MINIMUM TEST PRESSURE OF 525 PSIG FOR 35C PSG MAXIMUM WORKING PRESSURE UNDER CLASS II CONSTRUCTION FOR A PERIOD OF EIGHT HOURS WITH RECORDING CHARTS.
2. CONTRACTOR SHALL VERIFY ALL DIMENSIONS BEFORE BEGINNING FABRICATION.
3. ALL EQUIPMENT TO BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.
4. FINISHED GRADE INSIDE FENCED AREA SHALL BE GRADED TO A LEVEL SURFACE.
5. CONTRACTOR SHALL PAINT ALL EXPOSED PIPING AND SUPPORTS.
6. CONTRACTOR SHALL FURNISH ALL MATERIAL AND COAT UNDERGROUND PIPING.
7. UNDERGROUND COATING SHALL BE APPLIED TO ALL PIPE RISERS TO A HEIGHT OF 6" ABOVE FINAL GRADE.
8. ALL FOUNDATIONS, FOOTINGS AND SUPPORTS TO REST ON FIRM UNDISTURBED SOIL.
9. ALL CONCRETE AND ASPHALT IMPREGNATED FELT TO BE FURNISHED BY CONTRACTOR.
10. GEOTEXTILE FABRIC AND GRAVEL TO BE PLACED OVER THE SURFACE OF THE FENCED IN AREA.
11. THIS SCOPE OF WORK TO INCLUDE ALL WORK FROM BEGIN STATION PIPING TO END STATION PIPING. FENCE, GRADING, GRADED SIDES, CONCRETE AND PIPING SUPPORTS INCLUDED.

NOTES:

1. SR ELBOWS ARE TO BE TRIMMED IN THE FIELD BY THE CONTRACTOR WITH ACTUAL RADIAL DIMENSIONS AND LOCATIONS AS FIELD CONDITIONS REQUIRE.

REFERENCE DRAWINGS:

624-HMS-1	SITE PLAN, HUNTSVILLE METER STATION
624-HMS-1A	PLOT PLAN, HUNTSVILLE METER STATION
624-HMS-1B	PLAN, HUNTSVILLE METER STATION
624-HMS-1C	SECTION, HUNTSVILLE METER STATION
624-HMS-1D	SECTION, HUNTSVILLE METER STATION
624-HMS-2	FABRICATION DETAILS, HUNTSVILLE METER STATION
624-HMS-2A	FABRICATION DETAILS, HUNTSVILLE METER STATION
624-HMS-4	P & I DIAGRAM, HUNTSVILLE METER STATION
624-PS	SITE SECTION DETAILS

REVIEW ONLY
(NOT FOR CONSTRUCTION)
3/31/20

NO.	DATE	DESCRIPTION	BY	CHKD	APP'D

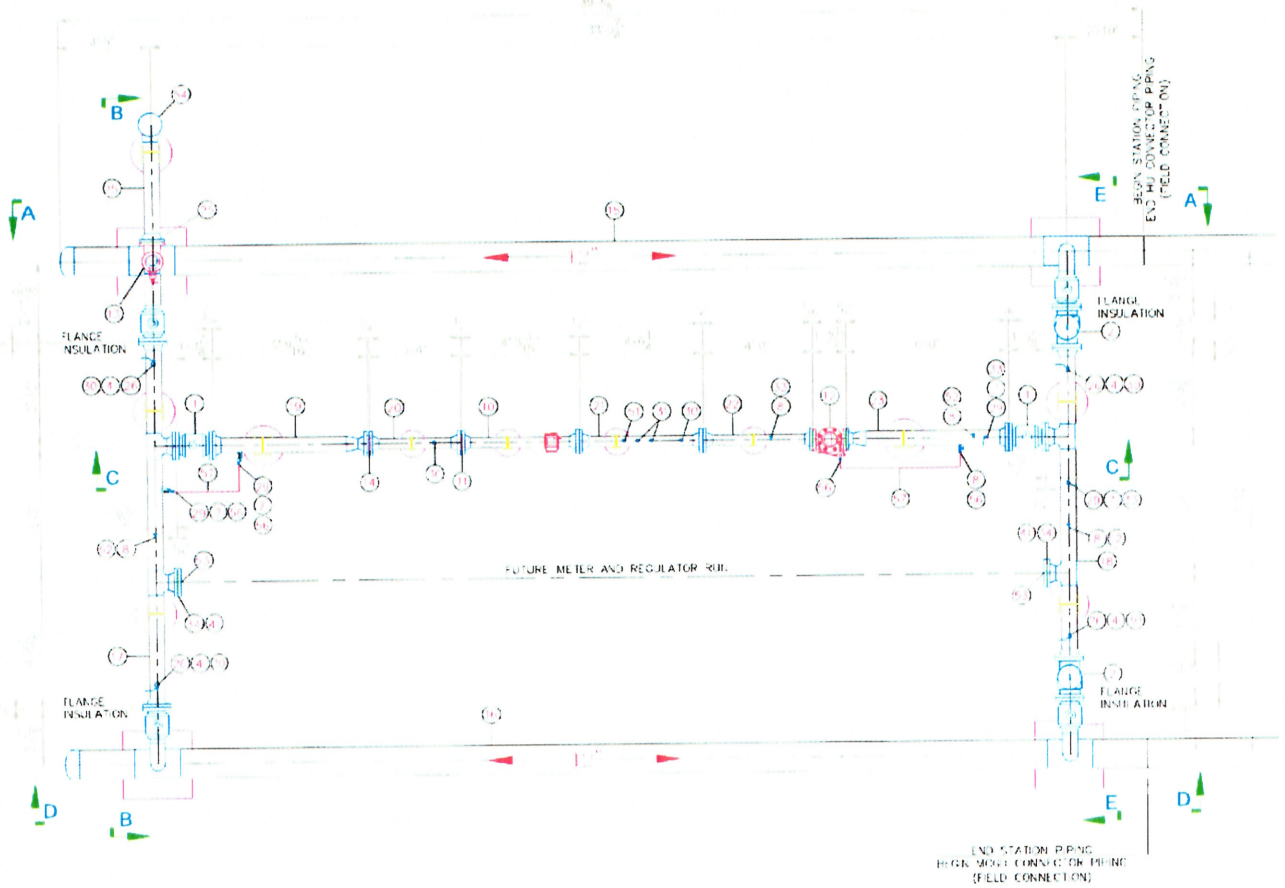
REVISIONS

MARSHALL COUNTY Gas District
NOW SOLD BY UTILITY naturally!

PLOT PLAN
MARSHALL COUNTY GAS DISTRICT
HUNTSVILLE METER STATION

ALABAMA GAS CORPORATION
609 HIGHWAY 36
CROSSVILLE, ALABAMA 35962

DATE: 1-2-20
SCALE: NONE
DRAWN BY: JSS
APPROVED BY:
FILE NAME:
DRAWING NO:
624-HMS-1A



BILL OF MATERIAL

ITEM	QTY	PD	DESCRIPTION
1	2		6" BALL VALVE, ANSI 300, FxF, FULL PORT, BALLOVAX, 2" OPERATING NUT
2	2		6" ANSI 300# GRIDD VALVE, TDW MCKALEY FIG NO 55, FLG X FLG
3			
4	2		1" BALL VALVE, QUADRANT FIG NO S3SSGAFLTT-100, THREADED
5	0		3/4" BALL VALVE, QUADRANT FIG NO S3SSGAFLTT-075 THREADED
6	2		1/2" BALL VALVE, QUADRANT FIG NO S3SSGAFLTT-050, THREADED
7	4		1/4" BALL VALVE, 600 WOG THREADED
8	5		1/4" NEEDLE VALVE, MPT x FPT
9			
10	1		4" FLOWSIC600 DRY ULTRASONIC METER TUBE
11	1		SPA FLOW NOZZLE, 4" INPS, FURNISHED WITH METER TUBE
12	2		FLOW CONTROL VALVE, 4" ANSI 300, MOONEY MOD FB-40, W/ BADGER PILOT
13	1		4" x 6" RELIEF VALVE, ANSI 150#, FLOWAYE (TOPR, PART NO 6700P DART) (6RF1 CS-AL-DD-T, WITH FIELD TEST CONNECTIONS, SET PRESSURE 260 PSIG
14			SPACER PLATE W/ PADDLE HANDLE, 4" ANSI 600, 1/2" THICK, OS 7.625" O.D. X 4.151" I.D., A 516, GR 70
15	1	---	12" INLET HEADER, FAB MK-1 PER DWG. 624-HMS-2
16		---	2" MIXED HEADER, FAB MK-2 PER DWG. 624-HMS-2
17		---	6" INLET CONNECTION HEADER, FAB MK-3 PER DWG. 624-HMS-2A
18		---	12" OUTLET CONNECTION HEADER, FAB MK-4 PER DWG. 624-HMS-2A
19	1	---	6" x 4" UPSTREAM REDUCING SPOOL, FAB MK-5 PER DWG. 624-HMS-2A
20		---	4" UPSTREAM REGULATOR SPOOL, FAB MK-6 PER DWG. 624-HMS-2A
21	1	---	6" DOWNSTREAM METER TUBE, FAB MK-7 PER DWG. 624-HMS-2A
22		---	4" UPSTREAM REGULATOR SPOOL, FAB MK-8 PER DWG. 624-HMS-2A
23	1		4" x 6" DOWNSTREAM REGULATOR SPOOL, FAB MK-9 PER DWG. 624-HMS-2A
24		---	4" INLET RELIEF VALVE SPOOL, FAB MK-10 PER DWG. 624-HMS-2A
25		---	2" RELIEF VALVE VENT STACK, FAB MK-11 PER DWG. 624-HMS-2A
26	2		1" DIA x 5" LG MALE NIPPLE, SCH 80, A-106, GRADE "B"
27	1		3/4" DIA x 3" LG PIPE NIPPLE, X STG, A 106 GRADE "B"
28	2		1/2" DIA x 5" LG NIPPLE, SCH 80, A 106 GRADE "B"
29	4		1/4" DIA x 3" LG NIPPLE, SCH80, A-106 GRADE "B"
30	4		1" HEX HEAD PLUG 6000# F/S
31	2		3/4" HEX HEAD PLUG 6000# F/S
32	2		1/2" HEX HEAD PLUG 6000# F/S
33	9		1/4" HEX HEAD PLUG 6000# F/S
34	8		6" ANSI 300# GASKET, 1/16" THK
35			12" ANSI 1500 GASKET, 1/16" THK
36	6		4" ANSI 600# GASKET, 1/8" THK
37	4		4" ANSI 300# GASKET, 1/16" THK
38			4" ANSI 1500 GASKET, 1/16" THK
39	A		6" ANSI 300# TYPE E/GS STD RF FLANGE INSULATION KIT(SLAB DIV SLEEVES AND WASHERS
40	48		3/4" x 5 1/2" LG STEEL STUD BOLT, W/2 HEAVY HEX NUTS (FOR 6" 300# STD FLANGE W/INSULATION)
41	96		3/4" x 5" LG STEEL STUD BOLT, W/2 HEAVY HEX NUTS (FOR 6" 300# STD FLANGE)
42	8		3/4" x 4" LG STEEL STUD BOLT, W/2 HEAVY HEX NUTS (FOR 6" 150# STD FLANGE)
43	8		7/8" x 6" LG STEEL STUD BOLT W/2 HEAVY HEX NUTS (FOR 4" 600# STD FLANGE W/ SPACER PLATE
44	8		7/8 x 6 1/2" LG STEEL STUD BOLT, W/2 HEAVY HEX NUTS (FOR 4" 600# STD FLANGE W/FLOW CONDITIONER)
45	16		7/8" x 6" LG STEEL STUD BOLT, W/2 HEAVY HEX NUTS (FOR 4" 600# STD FLANGE)
46	24		3/4" x 4 1/2" LG STEEL STUD BOLT, W/2 HEAVY HEX NUTS (FOR 4" 300# STD FLANGE)
47	8		5/8" x 3 1/2" LG STEEL STUD BOLT, W/2 HEAVY HEX NUTS (FOR 4" 150# STD FLANGE)
48	7		6" PIPE SUPPORT, 5'-6" LG PER SMS 624-PS, COMPLETE W/ U-BOLT AND I-ROD
49			12" PIPE SUPPORT, 5'-6" LG PER SMS 624-PS, COMPLETE W/ U-BOLT AND I-ROD
50	5		4" PIPE SUPPORT, 5'-6" LG PER SMS 624-PS, COMPLETE W/ U-BOLT AND I-ROD
51	2		THERMOMETER, 3/4" DIA FOR 4" PIPE
52	1		PRESSURE INDICATING GAUGE, 0-30 lb, 4 1/2" FACE, 1/4" CONN
53	2		6" ANSI 300#, RF, BLIND FLANGE
54	1		6" HINGED RAIN CAP FOR RELIEF VENT
55	1		PRESSURE INDICATING GAUGE, 0-30 lb, 4 1/2" FACE, 1/4" CONN
56	4		4" MPT x 3/4" TUBING SS MALE CONNECTOR
57	40 FT		3/4" SS TUBING, 0.035" WT, 316SS

REFERENCE DRAWINGS

624-HMS-1	SITE PLAN, HUNTSVILLE METER STATION
624-HMS-1A	PLOT PLAN, HUNTSVILLE METER STATION
624-HMS-1B	PLAN, HUNTSVILLE METER STATION
624-HMS-1C	SECTIONS, HUNTSVILLE METER STATION
624-HMS-1D	SECTIONS, HUNTSVILLE METER STATION
624-HMS-2	FABRICATION DETAILS, HUNTSVILLE METER STATION
624-HMS-2A	FABRICATION DETAILS, HUNTSVILLE METER STATION
624-HMS-4	P & I DIAGRAM, HUNTSVILLE METER STATION
624-PS	PIPE SUPPORT DETAILS

REVIEW ONLY
(NOT FOR CONSTRUCTION)
3/31/20

NO	DATE	DESCRIPTION	BY	CHKD	APPVD

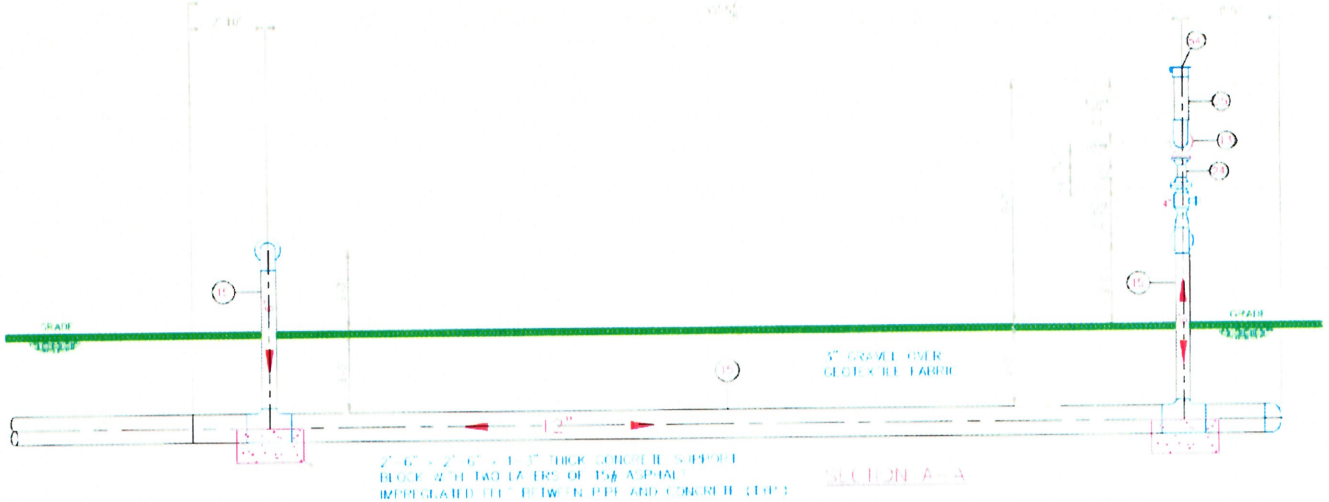
REVISIONS

MARSHALL COUNTY Gas District
GAS FOR A BETTER LIFE naturally!

PLAN
MARSHALL COUNTY GAS DISTRICT
HUNTSVILLE METER STATION

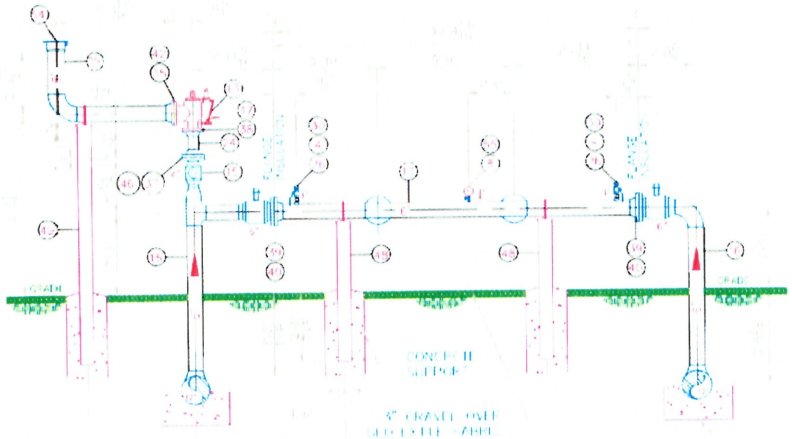
689 HIGHWAY 36
CHELSEA, ALABAMA 35043

DATE: 3-24-20
SCALE: 1/2" = 1'-0"
DRAWN BY: DSC
APPROVED BY:
FILE NAME:
DRAWING NO:
624-HMS-13



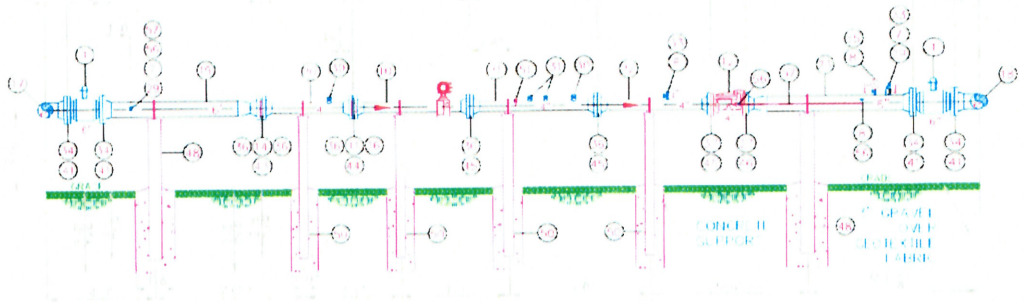
2'-6" x 2'-6" x 1'-3" THICK CONCRETE SUPPORT
BLOCK W/ ALTERNATING LAYERS OF 15# ASPHALT
IMPREGNATED FELT BETWEEN PIPE AND CONCRETE (TYP.)

SECTION A-A



2'-6" x 2'-6" x 1'-3" THICK CONCRETE SUPPORT
BLOCK W/ ALTERNATING LAYERS OF 15# ASPHALT
IMPREGNATED FELT BETWEEN PIPE AND CONCRETE (TYP.)

SECTION B-B



SECTION C-C

REVIEW ONLY
(NOT FOR CONSTRUCTION)
3/31/20

REFERENCE DRAWINGS:

624-HMS-1	SITE PLAN, HUNTSVILLE METER STATION
624-HMS-1A	PLOT PLAN, HUNTSVILLE METER STATION
624-HMS-1B	PLAN, HUNTSVILLE METER STATION
624-HMS-1C	SECTIONS, HUNTSVILLE METER STATION
624-HMS-1D	SECTIONS, HUNTSVILLE METER STATION
624-HMS-2	FABRICATION DETAILS, HUNTSVILLE METER STATION
624-HMS-2A	FABRICATION DETAILS, HUNTSVILLE METER STATION
624-HMS-4	P & I DIAGRAM, HUNTSVILLE METER STATION
624-HMS	PIPE SUPPORT DETAILS

NO	DATE	DESCRIPTION	BY	CHKD	APPVD

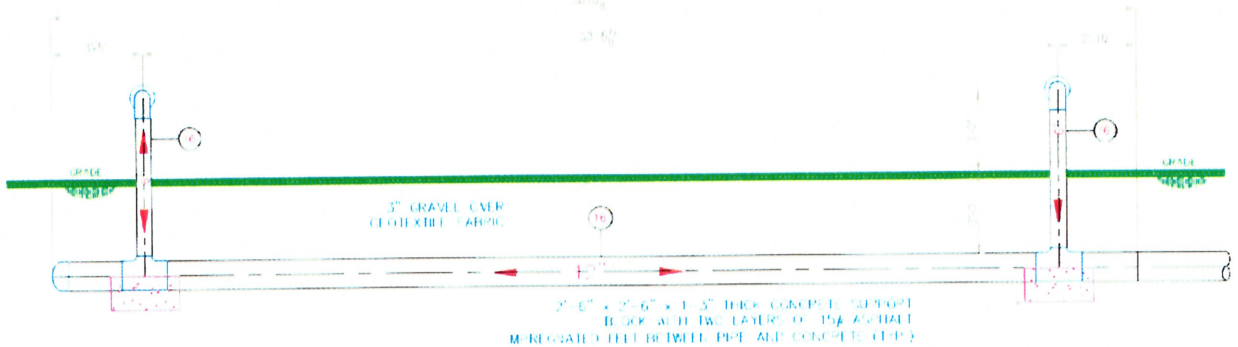
REVISIONS

MARSHALL COUNTY Gas District
GAS DELIVERED TO YOUR HOME naturally!

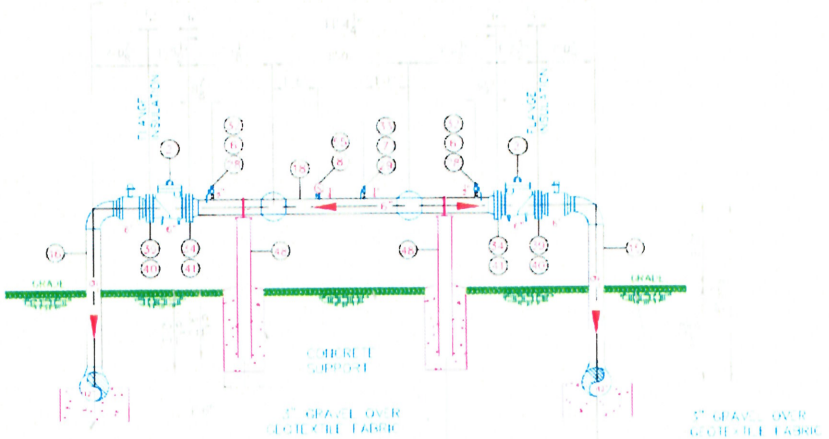
SECTIONS
MARSHALL COUNTY GAS DISTRICT
HUNTSVILLE METER STATION

680 HIGHWAY 36
CHELSEA, ALABAMA 35043

DATE: 3-24-20
SCALE: 1/2" = 1'-0"
DRAWN BY: DAL
APPROVED BY:
FILE NAME:
DRAWING NO:
624-HMS-1C



SECTION D-D



SECTION E-E

REVIEW ONLY
(NOT FOR CONSTRUCTION)
3/31/20

REFERENCE DRAWINGS:

624-HMS-1	SITE PLAN, HUNTSVILLE METER STATION
624-HMS-1A	PIPING PLAN, HUNTSVILLE METER STATION
624-HMS-1B	PLAN, HUNTSVILLE METER STATION
624-HMS-1C	SECTIONS, HUNTSVILLE METER STATION
624-HMS-1D	SECTIONS, HUNTSVILLE METER STATION
624-HMS-2	FABRICATION DETAILS, HUNTSVILLE METER STATION
624-HMS-2A	FABRICATION DETAILS, HUNTSVILLE METER STATION
624-HMS-4	P & I DIAGRAM, HUNTSVILLE METER STATION
624-PS	PIPE SUPPORT DETAILS

NO	DATE	DESCRIPTION	BY	CHKD	APPVD

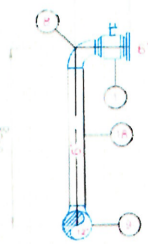
REVISIONS

MARSHALL COUNTY Gas District
natural

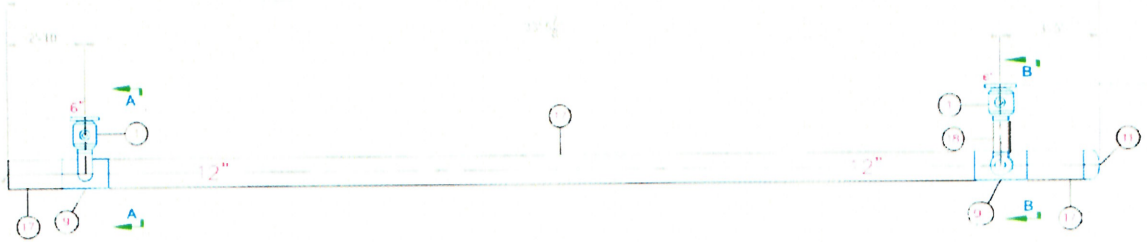
SECTIONS
MARSHALL COUNTY GAS DISTRICT
HUNTSVILLE METER STATION

880 HIGHWAY 36
CHELSEA, ALABAMA 35043

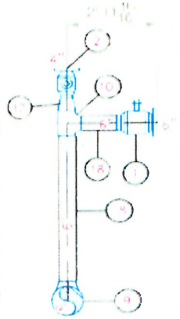
DATE 3/24/20
SCALE 1/2" = 1'-0"
DRAWN BY DSG
APPROVED BY
FILE NAME
DRAWING NO
624-HMS-1D



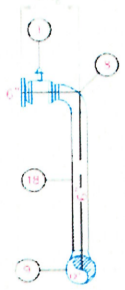
SECTION A-A



FAB. MK-1
12" HDR HEADER (ONE REQ'D)



SECTION B-B



SECTION A-A

FAB. MK-2
12" MOD HEADER (ONE REQ'D)

REVIEW ONLY
(NOT FOR CONSTRUCTION)
3/31/20

NOTES:

1. FABRICATIONS SHALL BE IN COMPLIANCE WITH TITLE 49 OF THE CODE OF FEDERAL REGULATIONS PART 192 - TRANSPORTATION OF NATURAL GAS AND OTHER GAS BY PIPELINE: MINIMUM FEDERAL SAFETY STANDARDS AND LATEST AMENDMENTS THERETO, ISSUED BY THE DEPARTMENT OF TRANSPORTATION, RESEARCH AND SPECIAL PROGRAMS ADMINISTRATION, OFFICE OF PIPELINE SAFETY, AND SHALL BE HYDROSTATICALLY OR NITROGEN TESTED FOR A PERIOD OF EIGHT HOURS WITH RECORDING CHARTS AT A MINIMUM TEST PRESSURE OF 525 PSIG FOR 353 PSIG MAXIMUM WORKING PRESSURE UNDER CLASS III CONSTRUCTION FOR A PERIOD OF EIGHT HOURS WITH RECORDING CHARTS.

2. CONTRACTOR SHALL VERIFY ALL DIMENSIONS BEFORE BEGINNING FABRICATION.

REFERENCE DRAWINGS

624-HMS-1	P & I D DIAG. HUNTSVILLE METER STATION
624-HMS-1A	P & I D DIAG. HUNTSVILLE METER STATION
624-HMS-1B	P & I D DIAG. HUNTSVILLE METER STATION
624-HMS-1C	SECTIONS HUNTSVILLE METER STATION
624-HMS-1D	SECTIONS HUNTSVILLE METER STATION
624-HMS-2	FABRICATION DETAILS, HUNTSVILLE METER STATION
624-HMS-2A	FABRICATION DETAILS, HUNTSVILLE METER STATION
624-HMS-3	P & I DIAGRAM, HUNTSVILLE METER STATION
624-PS	PIPE SUPPORT DETAILS

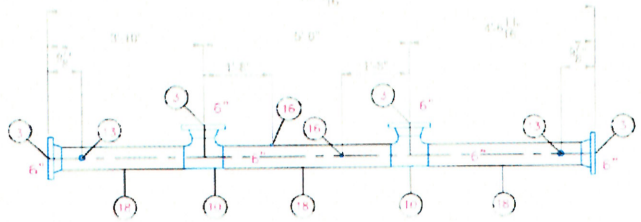
NO.	DATE	DESCRIPTION	BY	CK'D	APP'D
		REVISIONS			

MARSHALL COUNTY Gas District
GAS DELIVERED DIFFERENTLY

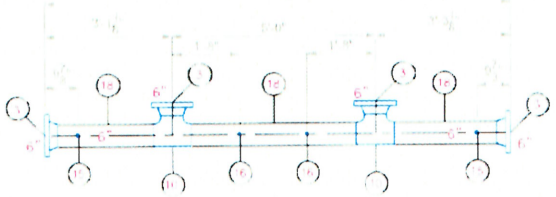
FABRICATION DETAILS
MARSHALL COUNTY GAS DISTRICT
HUNTSVILLE METER STATION

889 HIGHWAY 35
CHELSEA, ALABAMA 35043

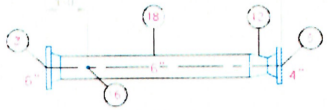
DATE	3-24-20
SCALE	1/2" = 1'-0"
DRAWN BY	BGL
APPROVED BY	
FILE NAME	
DRAWING NO.	624-HMS-2



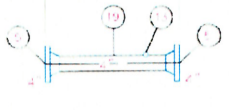
FAB. MI-3
6" INLET CONNECTOR HEADER
(ONE REQ'D)



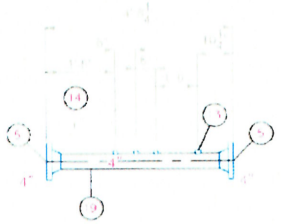
FAB. MI-4
6" OUTLET
CONNECTOR HEADER
(ONE REQ'D)



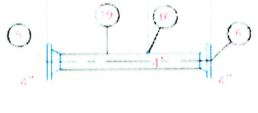
FAB. MI-5
6" x 4" UPSTREAM
REDUCING SPOOL
(ONE REQ'D)



FAB. MK-6
4" UPSTREAM
METER TUBE
(ONE REQ'D)



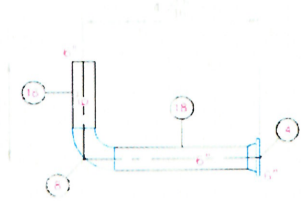
FAB. MI-7
4" DOWNSTREAM
METER TUBE
(ONE REQ'D)



FAB. MK-8
4" UPSTREAM
REGULATOR TUBE
(ONE REQ'D)

FAB. MI-9
6" x 6" DOWNSTREAM
REGULATOR SPOOL
(ONE REQ'D)

FAB. MK-10
4" INLET RELIEF
VALVE SPOOL
(ONE REQ'D)



FAB. MK-11
6" RELIEF VALVE VENT STACK
(ONE REQ'D)

BILL OF MATERIAL

			DESCRIPTION
1	4		6" BALL VALVE, ANSI 300 RAT., FULL PORT, BALLMAX, 3" OPERATING NUT
2	1		4" BALL VALVE, ANSI 300 RAT., FULL PORT, BALLMAX, 3" OPERATING NUT
3	10		6" ANSI 300# R.F. W/N FLANGE, BORE STD. GR "B" HUB
4	1		6" ANSI 150# R.F. W/N FLANGE, BORE STD. GR "B" HUB
5	6		4" ANSI 600# R.F. W/N FLANGE, BORE STD. GR "B" HUB
6	3		4" ANSI 300# R.F. W/N FLANGE, BORE STD. GR "B" HUB
7	1		4" ANSI 150# R.F. W/N FLANGE, BORE STD. GR "B" HUB
8	3		6" - 90° LR WELD ELL, STD., GR "B"
9	4		12" X 12" X 6" WELD RED. TEE, STD. GR "B"
10	5		6" x 6" x 4" WELD TEE, STD. GR "B"
11	4		12" WELD CAP, STD., GR "B"
12	3		6" x 4" WELD CONC. REDUCER, STD. GR "B"
13	4		3/4" x 1" THREDOLET, 3000# C.S., A-105
14	3		1-1/2 x 3/4" THREDOLET, 3000# C.S., A-105
15	2		2-1/2 x 1/2" THREDOLET, 3000# C.S., A-105
16	8		3/4" x 1/4" THREDOLET, 3000# C.S., A-105
17	40 LF		12"ø x 0.375" W.T. STD. PIPE, API 5L-X52, 12" FBE COATED
18	65 LF		6"ø x 0.280" W.T. STD. PIPE, API 5L-GR. "B", BARE
19	20 LF		4"ø x 0.237" W.T. STD. PIPE, API 5L GR "B", BARE

NOTES:

1. FABRICATIONS SHALL BE IN COMPLIANCE WITH TITLE 49 OF THE CODE OF FEDERAL REGULATIONS PART 192 - TRANSPORTATION OF NATURAL GAS AND OTHER GAS BY PIPELINE: MINIMUM FEDERAL SAFETY STANDARDS AND LATEST AMMENDMENTS THERETO, ISSUED BY THE DEPARTMENT OF TRANSPORTATION, RESEARCH AND SPECIAL PROGRAMS ADMINISTRATION, OFFICE OF PIPELINE SAFETY, AND SHALL BE HYDROSTATICALLY OR NITROGEN TESTED FOR A PERIOD OF EIGHT HOURS WITH RECORDING CHARTS AT A MINIMUM TEST PRESSURE OF 425 PSIG FOR 125 PSIG MAXIMUM ALLOWING PRESSURE UNDER CLASS 1 CONSTRUCTION FOR A PERIOD OF EIGHT HOURS WITH RECORDING CHARTS.

2. CONTRACTOR SHALL VERIFY ALL DIMENSIONS BEFORE BEGINNING FABRICATION.

REVIEW ONLY
(NOT FOR CONSTRUCTION)
3/31/20

REFERENCE DRAWINGS:

624-HMS-1	SITE PLAN, HUNTSVILLE METER STATION
624-HMS-1A	PLOT PLAN, HUNTSVILLE METER STATION
624-HMS-1B	PLAN, HUNTSVILLE METER STATION
624-HMS-1C	SECTIONS, HUNTSVILLE METER STATION
624-HMS-1D	SECTIONS, HUNTSVILLE METER STATION
624-HMS-2	FABRICATION DETAILS, HUNTSVILLE METER STATION
624-HMS-2A	FABRICATION DETAILS, HUNTSVILLE METER STATION
624-HMS-4	P & I DIAGRAM, HUNTSVILLE METER STATION
624-PS	PIPE SUPPORT DETAILS

NO.	DATE	DESCRIPTION	BY	CHKD.	APP'D

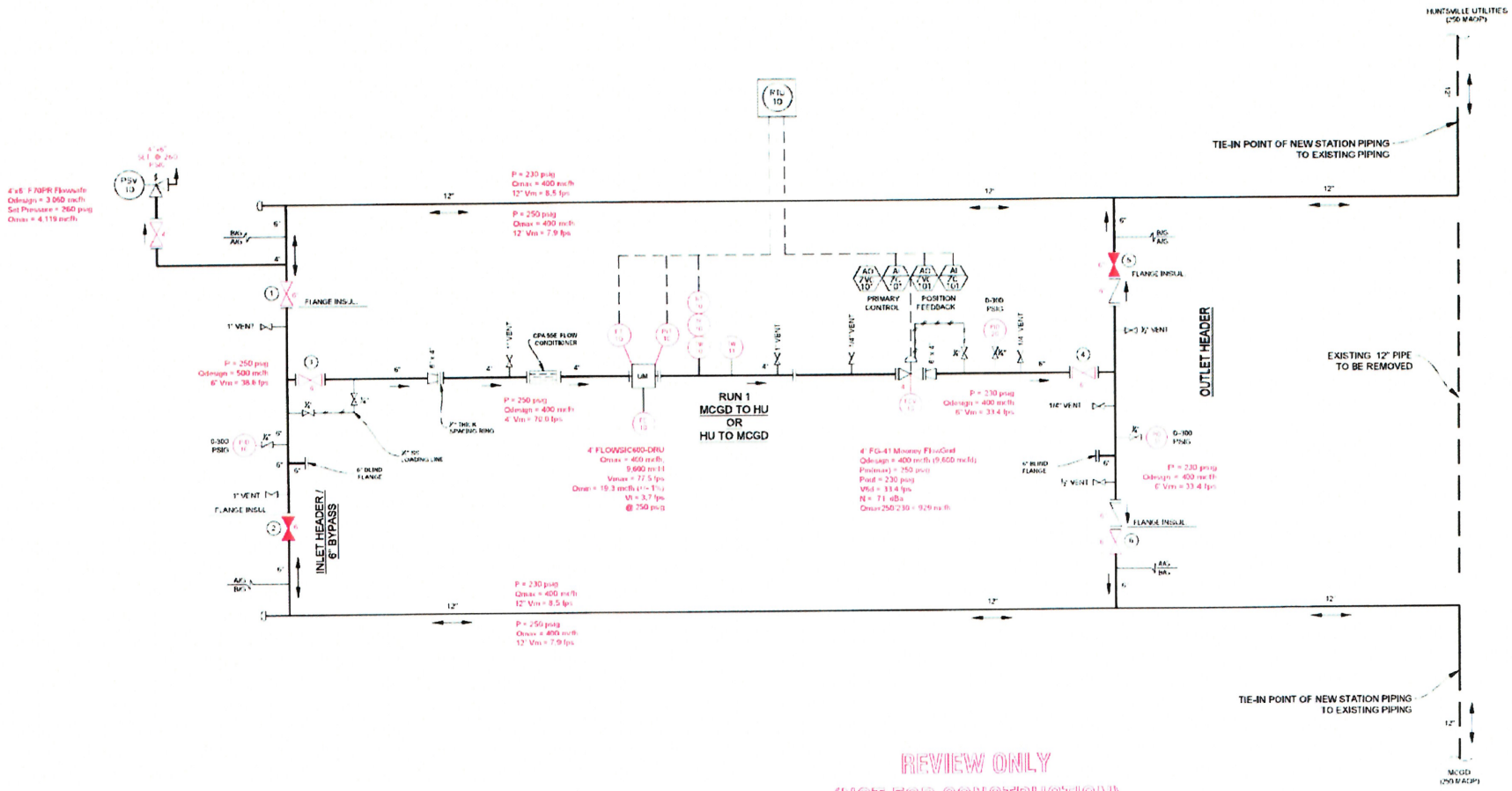
REVISIONS

MARSHALL COUNTY Gas District
GAS DELIVERED BY TEAM naturally!

FABRICATION DETAILS
MARSHALL COUNTY GAS DISTRICT
HUNTSVILLE METER STATION

659 HIGHWAY 36
CHELSEA, ALABAMA 35043

DATE:	5-24-20
SCALE:	3/4" = 1'-0"
DRAWN BY:	JKH
APPROVED BY:	
FILE NAME:	
DRAWING NO:	624-HMS-2A



REVIEW ONLY
(NOT FOR CONSTRUCTION)
3/31/20

NOTES

1. MAXIMUM ALLOWABLE OPERATING PRESSURE (MAOP) : 250 PSIG (HU & MCGD)
2. MINIMUM DESIGN FLOW RATE: 5.4 MCFH (130 MCFD) @ 250 PSIG
3. MAXIMUM DESIGN FLOW RATE: 400 MCFH (9,600 MCFD) @ 250 PSIG
4. USER TO VERIFY MAOP WITH MARSHALL COUNTY GAS DISTRICT AND HUNTSVILLE UTILITIES BEFORE TAKING ANY ACTION BASED ON THAT PRESSURE.

VALVE POSITION FOR OPERATIONAL MODES

1. HU TO MCGD (PRIMARY MODE)

   VALVE No's 1, 3, 4 AND 6 ARE OPEN.
   VALVE No's 2, AND 5 ARE CLOSED.

2. MCGD TO HU (SECONDARY MODE)

   VALVE No's 2, 3, 4 AND 5 ARE OPEN.
   VALVE No's 1, AND 6 ARE CLOSED.

3. BYPASS MODE

   VALVE No's 1 AND 2 ARE OPEN.
   VALVE No's 3, 4, 5 AND 6 ARE CLOSED.

REFERENCE DRAWINGS

624-HMS-1	SITE PLAN, HUNTSVILLE METER STATION
624-HMS-1A	PLOT PLAN, HUNTSVILLE METER STATION
624-HMS-1B	PLAN, HUNTSVILLE METER STATION
624-HMS-1C	SECTIONS, HUNTSVILLE METER STATION
624-HMS-1D	SECTIONS, HUNTSVILLE METER STATION
624-HMS-2	FABRICATION DETAILS, HUNTSVILLE METER STATION
624-HMS-2A	FABRICATION DETAILS, HUNTSVILLE METER STATION
624-HMS-4	P & I DIAGRAM, HUNTSVILLE METER STATION
624-PS	PIPE SUPPORT DETAILS

NO	DATE	DESCRIPTION	BY	CHKD	APP'D

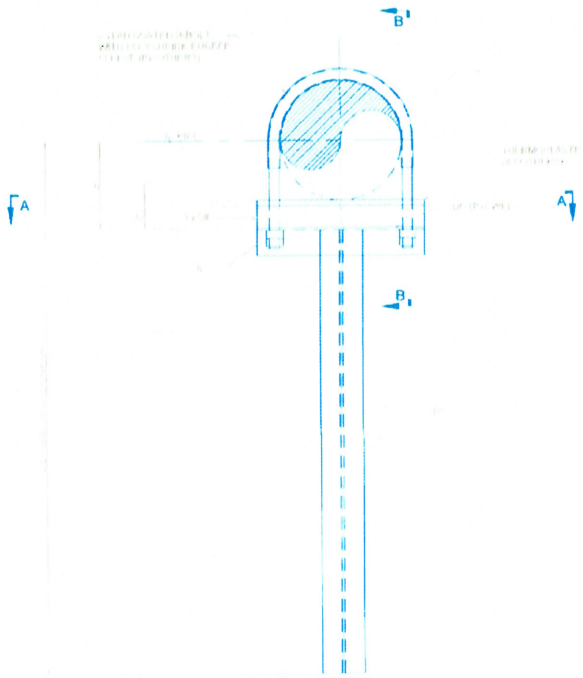
REVISIONS

MARSHALL COUNTY Gas District
GAS DELIVERY BETTER naturally!

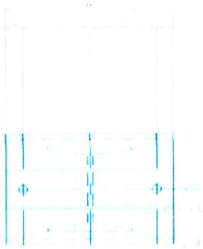
P & I DIAGRAM
MARSHALL COUNTY GAS DISTRICT
HUNTSVILLE METER STATION

689 HIGHWAY 36
ONEIDA, ALABAMA 35943

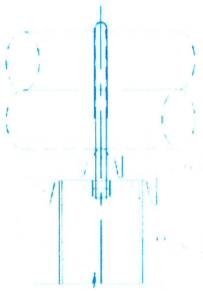
DATE: 1-2-20
SCALE: NONE
DRAWN BY: DGC
APPROVED BY:
FILE NAME:
DRAWING NO:
624 - HMS - 4



ELEVATION



SECTION A-A



SECTION B-B

SCHEDULE

PIPE MARK	CHANNEL	BEAM	U BOLTS (PART NO.)	DIM	DIM	DIM	DIM	DIM	DIM	DIM
1										
2										
3										
4										
5										
6										
8										
10										
12										
14										
16										
18										
20										
22										
24										
26										
28										
30										
32										
34										
36										

NOTES:

1. ALL STEEL ARE PLATES TO BE ASTM A36 OR EQUAL.
2. ALL HOLES TO BE DRILLED.
3. ALL CUT EDGES TO BE SMOOTH AND FREE OF BURRS.
4. ALL WELDS TO CONFORM TO AMERICAN WELDING SOCIETY STRUCTURAL WELDING CODE, AWS D1.1 LATEST REVISION.
5. USE U BOLT ASSEMBLY "A" FOR PIPE SHOWN IN SCHEDULE. FROM CHANNEL AND CONNECT U BOLT WITH PLYBRAK NUTS OR SIMILAR. USE NUTS AND DOUBLE JAM NUTS. (TYP. 4 PLACES)

REVIEW ONLY
(NOT FOR CONSTRUCTION)
3/31/20

REFERENCE DRAWINGS

624-HMS-1	SITE PLAN, HUNTSVILLE METER STATION
624-HMS-1A	PLOT PLAN, HUNTSVILLE METER STATION
624-HMS-1B	PLAN, HUNTSVILLE METER STATION
624-HMS-1C	SECTIONS, HUNTSVILLE METER STATION
624-HMS-1D	SECTIONS, HUNTSVILLE METER STATION
624-HMS-2	FABRICATION DETAILS, HUNTSVILLE METER STATION
624-HMS-2A	FABRICATION DETAILS, HUNTSVILLE METER STATION
624-HMS-4	P & I DIAGRAM, HUNTSVILLE METER STATION
624-PS	PIPE SUPPORT DETAILS

NO	DATE	DESCRIPTION	BY	CHKD	APPVD

REVISIONS

MARSHALL COUNTY Gas District
GAS BURNS IT BETTER naturally!

PIPE SUPPORT DETAILS
MARSHALL COUNTY GAS DISTRICT
HUNTSVILLE METER STATION

6489 HIGHWAY 36
ONEONTA, ALABAMA 35043

DATE	1-2-20
SCALE	NONE
DRAWN BY	DGC
APPROVED BY	
FILE NAME	
DRAWING NO	624-HMS-PS

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** 2022-0925

Department: Planning

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

Resolution consenting to the vacation of an alleyway in the Pierre Addition to Viduta and Nolen Avenue. (Introduced September 8, 2022, Regular Council Meeting)

Resolution No. 22-687

Finance Information:

Account Number: N/A

City Cost Amount: $ N/A

Total Cost: $ N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location:

Address: **N/A**

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

Additional Comments:

RESOLUTION NO. 22-_____

BE IT RESOLVED by the City Council of the City of Huntsville, within the State of Alabama, as follows:

1. That **Sam Bagley, and wife Regina Bagley; Donald Michael Cook, and wife Sandra Marsh Cook; John Piccirillo, and wife Pamela June Piccirillo; Thomas R. Tyler, Jr., and wife Heidi E. Tyler; and, Michael I. Flaherty, and wife Ellen P. Flaherty**, are the sole landowners abutting the property hereinafter described, made application for the vacation of that certain Right-of-Way more particularly described as follows (the "Right-of-Way" or the "Property"):

See Exhibit "A" attached hereto and incorporated herein.

2. That notice of the vacation of the Right-of-Way has been given as required by Section 23-4-1 *et seq.* of the Code of Alabama, 1975, as amended, and a public hearing held for purposes of allowing public comments on the proposed vacation before the City Council.

3. That after vacation of the designated portion of Right-of-Way and all public rights therein, convenient and reasonable means of ingress and egress to and from the respective property will be afforded to all property owners owning property in or near the Right-of-Way by the remaining streets, avenues, and highways.

4. That in the judgment and opinion of the City Council of the City of Huntsville that it is in the public interest and necessary and expedient that the City vacate the designated portion of Right-of-Way and that the vacation of the designated portion of Right-of-Way is in the best interests of the citizens of the City in that same will contribute to the health and general welfare of the citizens of the City of Huntsville, Alabama.

5. That the filing of the resolution with the Judge of Probate of Madison County, Alabama, shall operate as a declaration of the City's vacation of that portion of the Right-of-Way as described herein and shall divest all public rights and liabilities, including any rights which may have been acquired by prescription, in that part of the Right-of-Way. Title and all public rights shall vest in the abutting landowners, **Sam Bagley, and wife Regina Bagley; Donald Michael Cook, and wife Sandra Marsh Cook; John Piccirillo, and wife Pamela June Piccirillo; Thomas R. Tyler, Jr., and wife Heidi E. Tyler; and, Michael I. Flaherty, and wife Ellen P. Flaherty**.

6. That notice of this resolution shall be published in *The Huntsville Times* no later than fourteen (14) days from the date hereof.

NOW THEREFORE, be it resolved by the City Council of the City of Huntsville that they do hereby assent to the said vacation of the herein described portion of Right-of-Way and that the above described Property be and the same is hereby vacated and annulled and all public rights therein divested of the Property, with the City of Huntsville retaining a public utility and drainage Easements over, across and under subject property.

ADOPTED this the 27th day of October, 2022.

_____
President of the City Council
City of Huntsville, Alabama

APPROVED this the 27th day of October, 2022.

_____
TOMMY BATTLE
Mayor of the City of Huntsville, Alabama

EXHIBIT A

ROW TO BE VACATED WITH EASEMENT RESERVATION – PORTION OF DAVIS CIRCLE

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 1 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA AND BEING LOCATED WITHIN THE CITY OF HUNTSVILLE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 2, CITY CENTRE PHASE TWO AS RECORDED IN DOC. NO. 2019-00010161 IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA, AND HAVING ALABAMA STATE PLANE COORDINATES (EAST ZONE, NAD ’83) OF NORTH: 1537734.25, EAST: 429284.27; THENCE RUN SOUTH 28 DEGREES 39’32” WEST FOR A DISTANCE OF 317.17 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF DAVIS CIRCLE AND THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING, RUN SOUTH 28 DEGREES 39’32” WEST FOR A DISTANCE OF 28.96 FEET; THENCE RUN ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 475.00 FEET, ARC LENGTH OF 35.84 FEET, DELTA OF 4 DEGREES 19’24”, AND A CHORD BEARING AND DISTANCE OF SOUTH 84 DEGREES 05’42” WEST 35.83 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF DAVIS CIRCLE; THENCE RUN ALONG SAID NORTH RIGHT-OF-WAY OF DAVIS CIRCLE AND BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 50.03 FEET, ARC LENGTH OF 61.19 FEET, DELTA OF 70 DEGREES 04’18”, AND A CHORD BEARING AND DISTANCE OF NORTH 59 DEGREE 34’09” EAST 57.44 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINING 0.02 ACRES (789 SQ. FT.) MORE OR LESS.

BUT RESERVING IN FAVOR OF THE CITY OF HUNTSVILLE A PUBLIC UTIITY AND DRAINAGE EASEMENT OVER, ACROSS AND UNDER THE REAL PROPERTY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 1 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA AND BEING LOCATED WITHIN THE CITY OF HUNTSVILLE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 2, CITY CENTRE PHASE TWO AS RECORDED IN DOC. NO. 2019-00010161 IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA, AND HAVING ALABAMA STATE PLANE COORDINATES (EAST ZONE, NAD ’83) OF NORTH: 1537734.25, EAST: 429284.27; THENCE RUN SOUTH 28 DEGREES 39’32” WEST FOR A DISTANCE OF 317.17 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF DAVIS CIRCLE AND THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING, RUN SOUTH 28 DEGREES 39’32” WEST FOR A DISTANCE OF 28.96 FEET; THENCE RUN ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 475.00 FEET, ARC LENGTH OF 35.84 FEET, DELTA OF 4 DEGREES 19’24”, AND A CHORD BEARING AND DISTANCE OF SOUTH 84 DEGREES 05’42” WEST 35.83 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF DAVIS CIRCLE; THENCE RUN ALONG SAID NORTH RIGHT-OF-WAY OF DAVIS CIRCLE AND BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 50.03 FEET, ARC LENGTH OF 61.19 FEET, DELTA OF 70 DEGREES 04’18”, AND A CHORD BEARING AND DISTANCE OF NORTH 59 DEGREE 34’09” EAST 57.44 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINING 0.02 ACRES (789 SQ. FT.) MORE OR LESS.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** 2022-0926

Department: Planning

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

Ordinance vacating the alleyway in the Pierre Addition to Viduta and Nolen Avenue. (Introduced September 8, 2022, Regular Council Meeting) Ordinance No. 22-688

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:

ORDINANCE NO. 22-____

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

Section 1. The City Council of the City of Huntsville, Alabama, finds that an application has been presented to the City of Huntsville requesting the vacation of a right-of-way; that the applicants have represented to the City of Huntsville that **Sam Bagley, and wife Regina Bagley; Donald Michael Cook, and wife Sandra Marsh Cook; John Piccirillo, and wife Pamela June Piccirillo; Thomas R. Tyler, Jr., and wife Heidi E. Tyler; and, Michael I. Flaherty, and wife Ellen P. Flaherty;** are the owners of the property across which said right-of-way lies; that said right-of-way, 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 quitclaim deeds vacating the right-of-way hereinafter described, said deeds 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 27th day of Oct., 2022, by and between **CITY OF HUNTSVILLE, an Alabama municipal corporation**, hereinafter referred to as "Party of the First Part", and **Sam Bagley, and wife, Regina Bagley**, 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 Clerk-Treasurer, the day and year hereinabove first written.

CITY OF HUNTSVILLE,
an Alabama municipal corporation

By: _____
Tommy Battle
Its: Mayor

ATTEST:

By: _____
Kenneth Benion
Its: Clerk-Treasurer

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 Kenneth Benion, whose names, as Mayor and Clerk-Treasurer, 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 27th day of Oct. ,2022.

_____
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:
Sam Bagley and Regina Bagley

_____

_____

Property address:
Four Easements within Trailhead Subdivision
Huntsville, AL 35811

"Exhibit A"

EAST HALF OF A 20 FOOT ALLEY:

ALL THAT PART OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 1 EAST, MADISON COUNTY, ALABAMA MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A ½" REBAR FOUND PURPORTED AS BEING THE SOUTHEAST CORNER OF LOT 19 OF A RESUBDIVISION OF LOTS 13, 15, 17 AND 19 PIERRE ADDITION AS RECORDED IN PLAT BOOK 1, PAGE 22 AS RECORDED IN DOCUMENT NUMBER 20160629000358560 IN THE PROBATE RECORDS OF SAID MADISON COUNTY, THENCE AROUND A CURVE TO THE LEFT, HAVING A RADIUS OF 1325.72 FEET AND A CHORD BEARING AND CHORD DISTANCE OF NORTH 86 DEGREES 05 MINUTES 42 SECONDS EAST 4.88 FEET TO A POINT; THENCE NORTH 85 DEGREES 10 MINUTES 52 SECONDS EAST 21.53 FEET TO A 5/8" CAPPED REBAR FOUND AT THE SOUTHWEST CORNER OF LOT 2 OF PIERRE ADDITION TO THE TOWN OF VIDUTA ON MONTE SANO AS RECORDED IN PLAT BOOK 1, PAGE 22 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA; THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT 2, NORTH 84 DEGREES 41 MINUTES 18 SECONDS EAST 138.91 FEET TO A 5/8" CAPPED REBAR FOUND AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 01 DEGREES 05 MINUTES 37 SECONDS EAST 256.81 FEET TO A NAIL FOUND IN A TREE AT THE NORTHEAST CORNER OF LOT 6 OF SAID PIERRE ADDITION TO THE TOWN OF VIDUTA; THENCE SOUTH 88 DEGREES 36 MINUTES 51 SECONDS EAST 9.96 FEET TO A ½" CAPPED REBAR FOUND AT THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, SOUTH 88 DEGREES 17 MINUTES 25 SECONDS EAST 10.01 FEET TO A ½" CAPPED REBAR FOUND AT THE NORTHWEST CORNER OF LOT 5 OF PIERRE ADDITION TO THE TOWN OF VIDUTA; THENCE SOUTH 01 DEGREES 07 MINUTES 03 SECONDS WEST 69.97 FEET TO A ½" CAPPED REBAR FOUND; THENCE SOUTH 01 DEGREES 06 MINUTES 07 SECONDS WEST 184.58 FEET TO A ½" CAPPED REBAR FOUND AT THE SOUTHWEST CORNER OF LOT 1 OF SAID PIERRE ADDITION TO TOWN OF VIDUTA; THENCE SOUTH 83 DEGREES 53 MINUTES 36 SECONDS WEST 10.05 FEET TO A ½" CAPPED REBAR FOUND; THENCE NORTH 01 DEGREES 05

MINUTES 14 SECONDS EAST 185.94 FEET TO A ½" REBAR FOUND; THENCE NORTH 01 DEGREES 07 MINUTES 20 SECONDS EAST 69.99 FEET TO THE POINT OF BEGININNG, CONTAINING 0.06 ACRES (2552.0 SQ. FT.), MORE OR LESS.

BUT RESERVING IN FAVOR OF THE GRANTOR, A PUBLIC UTILITY AND DRAINAGE EASEMENT OVER, ACROSS AND UNDER THE REAL PROPERTY DESCRIBED AS FOLLOWS:

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Prepared by:
Alan P. Judge, Attorney at Law
3315 Memorial Pkwy SW, Suite B-1
Huntsville, Alabama 35801

STATE OF ALABAMA)

COUNTY OF MADISON)

QUITCLAIM DEED

THIS INDENTURE MADE AND ENTERED into this, the 27th day of Oct. _, 2022, by and between **CITY OF HUNTSVILLE, an Alabama municipal corporation**, hereinafter referred to as "Party of the First Part", and **Donald Michael Cook, and wife Sandra Marsh Cook**, 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 Clerk-Treasurer, the day and year hereinabove first written.

CITY OF HUNTSVILLE,
an Alabama municipal corporation

By: _____
Tommy Battle
Its: Mayor

ATTEST:

By: _____
Kenneth Benion
Its: Clerk-Treasurer

Prepared by:
Alan P. Judge, Attorney at Law
3315 Memorial Pkwy SW, Suite B-1
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 Kenneth Benion, whose names, as Mayor and Clerk-Treasurer, 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 27th day of October, 2022.

_____
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:
Donald Michael Cook and Sandra Marsh Cook

_____

_____

Property address:
Four Easements within Trailhead Subdivision
Huntsville, AL 35811

Prepared by:
Alan P. Judge, Attorney at Law
3315 Memorial Pkwy SW, Suite B-1
Huntsville, Alabama 35801

"Exhibit A"

WEST HALF OF A 20 FOOT ALLEY:

ALL THAT PART OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 1 EAST, MADISON COUNTY, ALABAMA MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A ½" REBAR FOUND PURPORTED AS BEING THE SOUTHEAST CORNER OF LOT 19 OF A RESUBDIVISION OF LOTS 13, 15, 17 AND 19 PIERRE ADDITION AS RECORDED IN PLAT BOOK 1, PAGE 22 AS RECORDED IN DOCUMENT NUMBER 20160629000358560 IN THE PROBATE RECORDS OF SAID MADISON COUNTY, THENCE AROUND A CURVE TO THE LEFT, HAVING A RADIUS OF 1325.72 FEET AND A CHORD BEARING AND CHORD DISTANCE OF NORTH 86 DEGREES 05 MINUTES 42 SECONDS EAST 4.88 FEET TO A POINT; THENCE NORTH 85 DEGREES 10 MINUTES 52 SECONDS EAST 21.53 FEET TO A 5/8" CAPPED REBAR FOUND AT THE SOUTHWEST CORNER OF LOT 2 OF PIERRE ADDITION TO THE TOWN OF VIDUTA ON MONTE SANO AS RECORDED IN PLAT BOOK 1, PAGE 22 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA; THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT 2, NORTH 84 DEGREES 41 MINUTES 18 SECONDS EAST 138.91 FEET TO A 5/8" CAPPED REBAR FOUND AT THE SOUTHEAST CORNER OF SAID LOT 2 AND BEING THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, NORTH 01 DEGREES 05 MINUTES 37 SECONDS EAST 256.81 FEET TO A NAIL FOUND IN A TREE AT THE NORTHEAST CORNER OF LOT 6 OF SAID PIERRE ADDITION TO THE TOWN OF VIDUTA; THENCE SOUTH 88 DEGREES 36 MINUTES 51 SECONDS EAST 9.96 FEET TO A ½" CAPPED REBAR FOUND; THENCE SOUTH 01 DEGREES 07 MINUTES 20 SECONDS WEST 69.99 FEET TO A ½" REBAR FOUND; THENCE SOUTH 01 DEGREES 05 MINUTES 14 SECONDS WEST 185.94 FEET TO A ½" CAPPED REBAR FOUND; THENCE SOUTH 86 DEGREES 17 MINUTES 53 SECONDS WEST 9.98 FEET TO THE POINT OF BEGININNG, CONTAINING 0.06 ACRES (2548.1 SQ. FT.), MORE OR LESS.

BUT RESERVING IN FAVOR OF THE GRANTOR, A PUBLIC UTILITY AND DRAINAGE EASEMENT OVER, ACROSS AND UNDER THE REAL PROPERTY DESCRIBED AS FOLLOWS:

WEST HALF OF A 20 FOOT ALLEY:

ALL THAT PART OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 1 EAST, MADISON COUNTY, ALABAMA MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A ½" REBAR FOUND PURPORTED AS BEING THE SOUTHEAST CORNER OF LOT 19 OF A RESUBDIVISION OF LOTS 13, 15, 17 AND 19 PIERRE ADDITION AS RECORDED IN PLAT

Prepared by:
Alan P. Judge, Attorney at Law
3315 Memorial Pkwy SW, Suite B-1
Huntsville, Alabama 35801

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Prepared by:
Alan P. Judge, Attorney at Law
3315 Memorial Pkwy SW, Suite B-1
Huntsville, Alabama 35801

STATE OF ALABAMA)

COUNTY OF MADISON)

QUITCLAIM DEED

THIS INDENTURE MADE AND ENTERED into this, the 27th day of Oct. 2022, by and between **CITY OF HUNTSVILLE, an Alabama municipal corporation**, hereinafter referred to as "Party of the First Part", and **John Piccirillo, and wife, Pamela June Piccirillo**, 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 Clerk-Treasurer, the day and year hereinabove first written.

CITY OF HUNTSVILLE,
an Alabama municipal corporation

By: _____
Tommy Battle
Its: Mayor

ATTEST:

By: _____
Kenneth Benion
Its: Clerk-Treasurer

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 Kenneth Benion, whose names, as Mayor and Clerk-Treasurer, 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 27th day of Oct., 2022.

_____
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 Piccirillo and Pamela J. Piccirillo
_____
_____

Property address:
Four Easements within Trailhead Subdivision
Huntsville, AL 35811

"Exhibit A"

EAST PORTION OF A 20 FOOT ALLEY:

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THENCE FROM THE POINT OF BEGINNING, SOUTH 01 DEGREES 07 MINUTES 03 SECONDS WEST 69.97 FEET TO A ½" CAPPED REBAR FOUND; THENCE NORTH 88 DEGREES 22 MINUTES 23 SECONDS WEST 10.02 FEET TO A ½" CAPPED REBAR FOUND; THENCE NORTH 01 DEGREES 07 MINUTES 20 SECONDS EAST 69.99 FEET TOA ½" CAPPED REBAR FOUND; THENCE SOUTH 88 DEGREES 17 MINUTES 25 SECONDS EAST 10.01 FEET TO THE POINT OF BEGININNG, CONTAINING 0.02 ACRES (700.8 SQ. FT.), MORE OR LESS.

BUT RESERVING IN FAVOR OF THE GRANTOR, A PUBLIC UTILITY AND DRAINAGE EASEMENT OVER, ACROSS AND UNDER THE REAL PROPERTY DESCRIBED AS FOLLOWS:

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STATE OF ALABAMA)

COUNTY OF MADISON)

QUITCLAIM DEED

THIS INDENTURE MADE AND ENTERED into this, the 27th day of Oct., 2022, by and between **CITY OF HUNTSVILLE, an Alabama municipal corporation**, hereinafter referred to as "Party of the First Part", and **Thomas R, Tyler, Jr., and wife, Heidi E. Tyler**, 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:

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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 Clerk-Treasurer, the day and year hereinabove first written.

CITY OF HUNTSVILLE,
an Alabama municipal corporation

By: _____
Tommy Battle
Its: Mayor

ATTEST:

By: _____
Kenneth Benion
Its: Clerk-Treasurer

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 Kenneth Benion, whose names, as Mayor and Clerk-Treasurer, 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 27th day of Oct. 2022.

_____
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:
Thomas R. Tyler Jr. and Heidi E. Tyler

_____

_____

Property address:
Four Easements within Trailhead Subdivision
Huntsville, AL 35811

"Exhibit A"

EAST PORTION OF A 20 FOOT ALLEY:

ALL THAT PART OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 1 EAST, MADISON COUNTY, ALABAMA MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A ½" REBAR FOUND PURPORTED AS BEING THE SOUTHEAST CORNER OF LOT 19 OF A RESUBDIVISION OF LOTS 13, 15, 17 AND 19 PIERRE ADDITION AS RECORDED IN PLAT BOOK 1, PAGE 22 AS RECORDED IN DOCUMENT NUMBER 20160629000358560 IN THE PROBATE RECORDS OF SAID MADISON COUNTY, THENCE AROUND A CURVE TO THE LEFT, HAVING A RADIUS OF 1325.72 FEET AND A CHORD BEARING AND CHORD DISTANCE OF NORTH 86 DEGREES 05 MINUTES 42 SECONDS EAST 4.88 FEET TO A POINT; THENCE NORTH 85 DEGREES 10 MINUTES 52 SECONDS EAST 21.53 FEET TO A 5/8" CAPPED REBAR FOUND AT THE SOUTHWEST CORNER OF LOT 2 OF PIERRE ADDITION TO THE TOWN OF VIDUTA ON MONTE SANO AS RECORDED IN PLAT BOOK 1, PAGE 22 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA; THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT 2, NORTH 84 DEGREES 41 MINUTES 18 SECONDS EAST 138.91 FEET TO A 5/8" CAPPED REBAR FOUND AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 01 DEGREES 05 MINUTES 37 SECONDS EAST 256.81 FEET TO A NAIL FOUND IN A TREE AT THE SOUTHEAST CORNER OF LOT 8 OF SAID PIERRE ADDITION TO THE TOWN OF VIDUTA; THENCE SOUTH 88 DEGREES 27 MINUTES 07 SECONDS EAST 19.97 TO A ½" CAPPED REBAR FOUND AT THE SOUTHWEST CORNER OF LOT 7 OF SAID PIERRE ADDITION TO THE TOWN IF VIDUTA AND BEING THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, NORTH 88 DEGREES 17 MINUTES 25 SECONDS WEST 10.01 FEET TO A POINT; THENCE NORTH 01 DEGREES 34 MINUTES 35 SECONDS EAST 210.05 FEET TO A POINT; THENCE SOUTH 88 DEGREES 26 MINUTES 02 SECONDS EAST 10.00 FEET TO THE NORTHWEST CORNER OF LOT 7 OF SAID PIERRE ADDITION TO THE TOWN OF VIDUTA; THENCE SOUTH 01 DEGREES 34 MINUTES 24 SECONDS WEST 210.08 FEET TO THE POINT OF BEGININNG, CONTAINING 0.05 ACRES (2101.9 SQ. FT.), MORE OR LESS.

BUT RESERVING IN FAVOR OF THE GRANTOR, A PUBLIC UTILITY AND DRAINAGE EASEMENT OVER, ACROSS AND UNDER THE REAL PROPERTY DESCRIBED AS FOLLOWS:

EAST PORTION OF A 20 FOOT ALLEY:

ALL THAT PART OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 1 EAST, MADISON COUNTY, ALABAMA MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A ½" REBAR FOUND PURPORTED AS BEING THE SOUTHEAST CORNER OF LOT 19 OF A RESUBDIVISION OF LOTS 13, 15, 17 AND 19 PIERRE ADDITION AS RECORDED IN PLAT BOOK 1, PAGE 22 AS RECORDED IN DOCUMENT NUMBER 20160629000358560 IN THE PROBATE RECORDS OF SAID MADISON COUNTY, THENCE AROUND A CURVE TO THE LEFT, HAVING A RADIUS OF 1325.72 FEET AND A CHORD BEARING AND CHORD DISTANCE OF NORTH 86 DEGREES 05 MINUTES 42 SECONDS EAST 4.88 FEET TO A POINT; THENCE NORTH 85 DEGREES 10 MINUTES 52 SECONDS EAST 21.53 FEET TO A 5/8" CAPPED REBAR FOUND AT THE SOUTHWEST CORNER OF LOT 2 OF PIERRE ADDITION TO THE TOWN OF VIDUTA ON MONTE SANO AS RECORDED IN PLAT BOOK 1, PAGE 22 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA; THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT 2, NORTH 84 DEGREES 41 MINUTES 18 SECONDS EAST 138.91 FEET TO A 5/8" CAPPED REBAR FOUND AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 01 DEGREES 05 MINUTES 37 SECONDS EAST 256.81 FEET TO A NAIL FOUND IN A TREE AT THE SOUTHEAST CORNER OF LOT 8 OF SAID PIERRE ADDITION TO THE TOWN OF VIDUTA; THENCE SOUTH 88 DEGREES 27 MINUTES 07 SECONDS EAST 19.97 TO A ½" CAPPED REBAR FOUND AT THE SOUTHWEST CORNER OF LOT 7 OF SAID PIERRE ADDITION TO THE TOWN IF VIDUTA AND BEING THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, NORTH 88 DEGREES 17 MINUTES 25 SECONDS WEST 10.01 FEET TO A POINT; THENCE NORTH 01 DEGREES 34 MINUTES 35 SECONDS EAST 210.05 FEET TO A POINT; THENCE SOUTH 88 DEGREES 26 MINUTES 02 SECONDS EAST 10.00 FEET TO THE NORTHWEST CORNER OF LOT 7 OF SAID PIERRE ADDITION TO THE TOWN OF VIDUTA; THENCE SOUTH 01 DEGREES 34 MINUTES 24 SECONDS WEST 210.08 FEET TO THE POINT OF BEGININNG, CONTAINING 0.05 ACRES (2101.9 SQ. FT.), MORE OR LESS.

STATE OF ALABAMA)

COUNTY OF MADISON)

QUITCLAIM DEED

THIS INDENTURE MADE AND ENTERED into this, the 27th day of Oct. 2022, by and between **CITY OF HUNTSVILLE, an Alabama municipal corporation**, hereinafter referred to as "Party of the First Part", and **Michael I. Flaherty, and wife, Ellen P. Flaherty**, 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 Clerk-Treasurer, the day and year hereinabove first written.

CITY OF HUNTSVILLE,
an Alabama municipal corporation

By: _____
Tommy Battle
Its: Mayor

ATTEST:

By: _____
Kenneth Benion
Its: Clerk-Treasurer

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 Kenneth Benion, whose names, as Mayor and Clerk-Treasurer, 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 27th day of Oct. 2022.

_____
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:
Michael I. Flaherty and Ellen P. Flaherty

_____

_____

Property address:
Four Easements within Trailhead Subdivision
Huntsville, AL 35811

"Exhibit A"

WEST PORTION OF A 20 FOOT ALLEY:

ALL THAT PART OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 1 EAST, MADISON COUNTY, ALABAMA MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A ½" REBAR FOUND PURPORTED AS BEING THE SOUTHEAST CORNER OF LOT 19 OF A RESUBDIVISION OF LOTS 13, 15, 17 AND 19 PIERRE ADDITION AS RECORDED IN PLAT BOOK 1, PAGE 22 AS RECORDED IN DOCUMENT NUMBER 20160629000358560 IN THE PROBATE RECORDS OF SAID MADISON COUNTY, THENCE AROUND A CURVE TO THE LEFT, HAVING A RADIUS OF 1325.72 FEET AND A CHORD BEARING AND CHORD DISTANCE OF NORTH 86 DEGREES 05 MINUTES 42 SECONDS EAST 4.88 FEET TO A POINT; THENCE NORTH 85 DEGREES 10 MINUTES 52 SECONDS EAST 21.53 FEET TO A 5/8" CAPPED REBAR FOUND AT THE SOUTHWEST CORNER OF LOT 2 OF PIERRE ADDITION TO THE TOWN OF VIDUTA ON MONTE SANO AS RECORDED IN PLAT BOOK 1, PAGE 22 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA; THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT 2, NORTH 84 DEGREES 41 MINUTES 18 SECONDS EAST 138.91 FEET TO A 5/8" CAPPED REBAR FOUND AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 01 DEGREES 05 MINUTES 37 SECONDS EAST 256.81 FEET TO A NAIL FOUND IN A TREE AT THE SOUTHEAST CORNER OF LOT 8 OF SAID PIERRE ADDITION TO THE TOWN OF VIDUTA AND BEING THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, NORTH 01 DEGREES 33 MINUTES 58 SECONDS EAST 210.09 FEET TO THE NORTHEAST CORNER OF LOT 12 OF SAID PIERRE ADDITION TO THE TOWN OF VIDUTA; THENCE SOUTH 88 DEGREES 26 MINUTES 02 SECONDS EAST 10.00 FEET TO A POINT; THENCE SOUTH 01 DEGREES 34 MINUTES 35 SECONDS WEST 210.05 FEET TO A ½" CAPPED REBAR FOUND; THENCE NORTH 88 DEGREES 36 MINUTES 51 SECONDS WEST 9.96 FEET TO THE POINT OF BEGININNG, CONTAINING 0.05 ACRES (2096.7 SQ. FT.), MORE OR LESS.

BUT RESERVING IN FAVOR OF THE GRANTOR, A PUBLIC UTILITY AND DRAINAGE EASEMENT OVER, ACROSS AND UNDER THE REAL PROPERTY DESCRIBED AS FOLLOWS:

ALL THAT PART OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 1 EAST, MADISON COUNTY, ALABAMA MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A ½" REBAR FOUND PURPORTED AS BEING THE SOUTHEAST CORNER OF LOT 19 OF A RESUBDIVISION OF LOTS 13, 15, 17 AND 19 PIERRE ADDITION AS RECORDED IN PLAT BOOK 1, PAGE 22 AS RECORDED IN DOCUMENT NUMBER 20160629000358560 IN THE PROBATE RECORDS OF SAID MADISON COUNTY, THENCE AROUND A CURVE TO THE LEFT, HAVING A RADIUS OF 1325.72 FEET AND A CHORD BEARING AND CHORD DISTANCE OF NORTH 86 DEGREES 05 MINUTES 42 SECONDS EAST 4.88 FEET TO A POINT; THENCE NORTH 85 DEGREES 10 MINUTES 52 SECONDS EAST 21.53 FEET TO A 5/8" CAPPED REBAR FOUND AT THE SOUTHWEST CORNER OF LOT 2 OF PIERRE ADDITION TO THE TOWN OF VIDUTA ON MONTE SANO AS RECORDED IN PLAT BOOK 1, PAGE 22 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA; THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT 2, NORTH 84 DEGREES 41 MINUTES 18 SECONDS EAST 138.91 FEET TO A 5/8" CAPPED REBAR FOUND AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 01 DEGREES 05 MINUTES 37 SECONDS EAST 256.81 FEET TO A NAIL FOUND IN A TREE AT THE SOUTHEAST CORNER OF LOT 8 OF SAID PIERRE ADDITION TO THE TOWN OF VIDUTA AND BEING THE POINT OF BEGINNING.

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POINT; THENCE SOUTH 01 DEGREES 34 MINUTES 35 SECONDS WEST 210.05 FEET TO A ½" CAPPED REBAR FOUND; THENCE NORTH 88 DEGREES 36 MINUTES 51 SECONDS WEST 9.96 FEET TO THE POINT OF BEGININNG, CONTAINING 0.05 ACRES (2096.7 SQ. FT.), MORE OR LESS.

Ordinance No. 22-_____ (Cont.)

ADOPTED this the 27th day of October, 2022.

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

APPROVED this the 27th day of October, 2022.

_____
Mayor of the City of
Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** 2022-0927

Department: Planning

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

Resolution consenting to the vacation of a right-of-way for Lot 20 in the Wakefield Subdivision. (Introduced September 8, 2022, Regular Council Meeting)

Resolution No. 22-690

Finance Information:

Account Number: N/A

City Cost Amount: $ N/A

Total Cost: $ N/A

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location:

Address: **N/A**

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

Additional Comments:

RESOLUTION NO. 22-_____

BE IT RESOLVED by the City Council of the City of Huntsville, within the State of Alabama, as follows:

1. That the Hunter Johnson and Amanda Johnson, is the sole landowner abutting the property hereinafter described, made application for the vacation of a portion of that certain Right-of-Way more particularly described as follows (the "Right-of-Way" or the "Property"):

See Exhibit "A" attached hereto and incorporated herein.

2. That notice of the vacation of the Right-of-Way has been given as required by Section 23-4-1 *et seq.* of the Code of Alabama, 1975, as amended, and a public hearing held for purposes of allowing public comments on the proposed vacation before the City Council.

3. That after vacation of the designated portion of Right-of-Way and all public rights therein, convenient and reasonable means of ingress and egress to and from the respective property will be afforded to all property owners owning property in or near the Right-of-Way by the remaining streets, avenues, and highways.

4. That in the judgment and opinion of the City Council of the City of Huntsville that it is in the public interest and necessary and expedient that the City vacate the designated portion of Right-of-Way and that the vacation of the designated portion of Right-of-Way is in the best interests of the citizens of the City in that same will contribute to the health and general welfare of the citizens of the City of Huntsville, Alabama.

5. That the filing of the resolution with the Judge of Probate of Madison County, Alabama, shall operate as a declaration of the City's vacation of that portion of the Right-of-Way as described herein and shall divest all public rights and liabilities, including any rights which may have been acquired by prescription, in that part of the Right-of-Way. Title and all public rights shall vest in the abutting landowners, Hunter Johnson and Amanda Johnson.

6. That notice of this resolution shall be published in *The Huntsville Times* no later than fourteen (14) days from the date hereof.

NOW THEREFORE, be it resolved by the City Council of the City of Huntsville that they do hereby assent to the said vacation of the herein described portion of Right-of-Way and that the above described Property be and the same is hereby vacated and annulled and all public rights therein divested of the Property, with the City of Huntsville retaining a public utility and drainage Easements over, across and under subject property.

ADOPTED this the 27th day of October, 2022.

President of the City Council
City of Huntsville, Alabama

APPROVED this the 27th day of October, 2022.

TOMMY BATTLE
Mayor of the City of Huntsville, Alabama

EXHIBIT A

STATE OF ALABAMA
MADISON COUNTY

PARCEL "A"

All that part of Section 19, Township 3 South, Range 1 East of the Huntsville Meridian, Madison County, Alabama and being a part of St. Mark Road as shown on the record plat of Wakefield Subdivision as recorded in Plat Book 11, Page 69 in the Office of the Judge of Probate, Madison County, Alabama:

Particularly described as beginning at the Southwest corner of Lot 18, Block 6 of said Wakefield Subdivision, said point being at the end of St. Mark Road on the North right of way margin; Thence from the Point of Beginning and along the North right of way margin of said St. Mark Road, Due East 178.65 feet to the point of curve; Thence around a curve to the left, having a radius of 78.66 feet, a chord bearing and distance of North 76 degrees 23 minutes 41 seconds East 37.00 feet; Thence South 27 degrees 12 minutes 32 seconds East 25.00 feet to the centerline of said road; Thence along the centerline of said St. Mark Road, around a curve to the right, having a radius of 103.66 feet, a chord bearing and distance of South 76 degrees 23 minutes 41 seconds West 48.76 feet; Thence Due West 178.65 feet to the end of said road; Thence Due North 25.00 feet to the Point of Beginning and containing 5,548 square feet, more or less.

AND ALSO

PARCEL "B"

All that part of Section 19, Township 3 South, Range 1 East of the Huntsville Meridian, Madison County, Alabama and being a part of St. Mark Road as shown on the record plat of Wakefield Subdivision as recorded in Plat Book 11, Page 69, in the Office of the Judge of Probate, Madison County, Alabama;

Particularly described as commencing at the Southwest corner of Lot 18, Block 6 of said Wakefield Subdivision, said point being at the end of St. Mark Road on the North right of way margin; Thence Due South 25.00 feet to the Point of Beginning, said point being in the centerline of said St. Mark Road; Thence from the Point of Beginning, Due East 178.65 feet to the point of curve; Thence around a curve to the left, having a radius of 103.66 feet, a chord bearing and distance of North 76 degrees 23 minutes 41 seconds East 48.76 feet; Thence South 27 degrees 12 minutes 32 seconds East 25.00 feet to a point on the South right of way margin of said road; Thence along the South right of way margin of said St. Mark Road, around a curve to the right, having a radius of 128.66 feet, a chord bearing and distance of South 76 degrees 23 minutes 41 seconds West 60.52 feet; Thence Due West 178.65 feet to the end of said road; Thence Due North 25.00 feet to the Point of Beginning and containing 5,845 square feet, more or less.

The above described property shall remain subject to any easement for utilities and drainage in favor of the City of Huntsville, Alabama.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** 2022-0928

Department: Planning

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

Ordinance vacating a right-of-way for Lot 20 in the Wakefield Subdivision. (Introduced September 8, 2022, Regular Council Meeting)

Ordinance No. 22-691

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:

ORDINANCE NO. 22-____

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

Section 1. The City Council of the City of Huntsville, Alabama, finds that an application has been presented to the City of Huntsville requesting the vacation of a right-of-way; that the applicants have represented to the City of Huntsville that **Hunter Johnson and Amanda Johnson,** are the owners of the property across which said right-of-way lies; that said right-of-way, 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 right-of-way hereinafter described, said deed being substantially in words and figures as follows, to-wit:

STATE OF ALABAMA)
:
COUNTY OF MADISON)

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, **CITY OF HUNTSVILLE, ALABAMA, an Alabama municipal corporation,** hereinafter referred to as "Grantor", in consideration of the sum of TEN DOLLARS ($10.00), in hand paid to it by **Hunter Johnson and Amanda Johnson,** hereinafter referred to as "Grantees", and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, does hereby remise, release, quitclaim and convey unto the said Grantees 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:

PARCEL "A"
All that part of Section 19, Township 3 South, Range 1 East of the Huntsville Meridian, Madison County, Alabama and being a part of St. Mark Road as shown on the record plat of Wakefield Subdivision as recorded in Plat Book 11, Page 69 in the Office of the Judge of Probate, Madison County, Alabama;

Particularly described as beginning at the Southwest corner of Lot 18, Block 6 of said Wakefield Subdivision, said point being at the end of St. Mark Road on the North right of way margin; Thence from the Point of Beginning and along the North right of way margin of said St. Mark Road, Due East 178.65 feet to the point of curve; Thence around a curve to the left, having a radius of 78.66 feet, a chord bearing and distance of North 76 degrees 23 minutes 41 seconds East 37.00 feet; Thence South 27 degrees 12 minutes 32 seconds East 25.00 feet to the centerline of said road; Thence along the centerline of said St. Mark Road, around a curve to the right, having a radius of 103.66 feet, a chord bearing and distance of South 76 degrees 23 minutes 41 seconds West 48.76 feet; Thence Due West 178.65 feet to the end of said road; Thence Due North 25.00 feet to the Point of Beginning and containing 5,548 square feet, more or less.

AND ALSO

PARCEL "B"
All that part of Section 19, Township 3 South, Range 1 East of the Huntsville Meridian, Madison County, Alabama and being a part of St. Mark Road as shown on the record plat of Wakefield Subdivision as recorded in Plat Book 11, Page 69 in the Office of the Judge of Probate, Madison County, Alabama;

Particularly described as commencing at the Southwest corner of Lot 18, Block 6 of said Wakefield Subdivision, said point being at the end of St. Mark Road on the North right of way margin; Thence Due South 25.00 feet to the Point of Beginning, said point being in the centerline of said St. Mark Road; Thence from the Point of Beginning, Due East 178.65 feet to the point of curve; Thence around a curve to the left, having a radius of 103.66 feet, a chord bearing and distance of North 76 degrees 23 minutes 41 seconds East 48.76 feet; Thence South 27 degrees 12 minutes 32 seconds East 25.00 feet to a point on the South right of way margin of said road; Thence along the South right of way margin of said St. Mark Road, around a curve to the right, having a radios of 128.66 feet, a chord bearing and distance of South 76 degrees 23 minutes 41 seconds West 60.52 feet; Thence Due West 178.65 feet to the end of said road; Thence Due North 25.00 feet to the Point of Beginning and containing 5,845 square feet, more or less.

TO HAVE AND TO HOLD unto the said Grantees, and unto their heirs, successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has caused this quitclaim deed to be signed on its behalf by its Mayor and attested by its Clerk-Treasurer, on this the 27th day of October, 2022.

ATTEST:

CITY OF HUNTSVILLE, ALABAMA,
a municipal corporation

By:_____
Kenneth Benion, Clerk-Treasurer

By:_____
Tommy Battle, Mayor

STATE OF ALABAMA)
:
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **TOMMY BATTLE** and **KENNETH BENION,** whose names as Mayor and Clerk-Treasurer, respectively, of the **CITY OF HUNTSVILLE, ALABAMA, a 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 the conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this the 27th day of October, 2022.

_____
Notary Public
My Commission Expires: _____

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:

Date of Sale: _____, 20_____
Grantor's Address: 308 Fountain Circle, Huntsville, AL 35801
Grantee's Address: 8487 Sedgebrook Dr SE, Owens Cross Roads, AL 35763
Property Address: Easement at St. Mark Road, Huntsville, AL 35801
Purchase Price: $0 – Nominal for vacation of easement

THIS INSTRUMENT WAS PREPARED BASED UPON INFORMATION PROVIDED BY THE GRANTEE. NO TITLE EXAMINATION HAS BEEN PERFORMED BY THE PREPARER OF THIS DEED AND NO OPINION HAS BEEN EXPRESSED OR RENDERED WITH RESPECT TO THE TITLE OR LEGAL DESCRIPTION OF THE ABOVE DESCRIBED REAL PROPERTY.

THIS INSTRUMENT WAS PREPARED BY: ANDREA GULLION
HARRISON & GAMMONS, P.C.
2430 L&N Drive
Huntsville, AL 35801
256-533-7711
CW21-JOHNSON

ADOPTED this the 27th day of October, 2022.

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

APPROVED this the 27th day of October, 2022.

_____
Mayor of the City of
Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** 2022-0929

Department: Clerk-Treasurer

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

Resolution consenting to the vacation of a right-of-way in MidCity Subdivision Phase 6, along MidCity Drive. (Set September 22, 2022, Regular Council Meeting.

Resolution No. 22-747

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

Additional Comments:

RESOLUTION NO. 22-747

BE IT RESOLVED by the City Council of the City of Huntsville, within the State of Alabama, as follows:

1. That the Madison Plaza Associates, LLC, is the sole landowner abutting the property hereinafter described, made application for the vacation of a portion of that certain Right-of-Way more particularly described as follows (the "Right-of-Way" or the "Property"):

See Exhibit "A" attached hereto and incorporated herein.

2. That notice of the vacation of the Right-of-Way has been given as required by Section 23-4-1 *et seq.* of the Code of Alabama, 1975, as amended, and a public hearing held for purposes of allowing public comments on the proposed vacation before the City Council.

3. That after vacation of the designated portion of Right-of-Way and all public rights therein, convenient and reasonable means of ingress and egress to and from the respective property will be afforded to all property owners owning property in or near the Right-of-Way by the remaining streets, avenues, and highways.

4. That in the judgment and opinion of the City Council of the City of Huntsville that it is in the public interest and necessary and expedient that the City vacate the designated portion of Right-of-Way and that the vacation of the designated portion of Right-of-Way is in the best interests of the citizens of the City in that same will contribute to the health and general welfare of the citizens of the City of Huntsville, Alabama.

5. That the filing of the resolution with the Judge of Probate of Madison County, Alabama, shall operate as a declaration of the City's vacation of that portion of the Right-of-Way as described herein and shall divest all public rights and liabilities, including any rights which may have been acquired by prescription, in that part of the Right-of-Way. Title and all public rights shall vest in the abutting landowner, Madison Plaza Associates, LLC.

6. That notice of this resolution shall be published in *The Huntsville Times* no later than fourteen (14) days from the date hereof.

NOW THEREFORE, be it resolved by the City Council of the City of Huntsville that they do hereby assent to the said vacation of the herein described portion of Right-of-Way and that the above described Property be and the same is hereby vacated and annulled and all public rights therein divested of the Property, with the City of Huntsville retaining a public utility and drainage Easements over, across and under subject property.

ADOPTED this the 27th day of October, 2022.

_____
President of the City Council
City of Huntsville, Alabama

APPROVED this the 27th day of October, 2022.

_____
TOMMY BATTLE
Mayor of the City of Huntsville, Alabama

EXHIBIT A

Tract 2: Right-of-Way to be Vacated – Sanderson Street:
Commencing at a #5 rebar found at the Southeast corner of Lot 2 of Madison Plaza as recorded in Plat Book 27, Page 72 in the Office of the Judge of Probate for Madison County, Alabama, said point marking the north right-of-way of Sanderson Street; thence along said right-of-way North 87 Degrees 43 Minutes 34 Seconds West a distance of 79.70 feet to a #4 rebar with an illegible cap found; thence North 88 Degrees 28 Minutes 04 Seconds West a distance of 120.99 feet to the point of curvature of a curve to the right having a radius of 826.43 feet, the chord of which is North 82 Degrees 48 Minutes 51 Seconds West for a distance of 140.86 feet; thence along the arc of said curve 141.03 feet to a #5 rebar found on a curve to the right having a radius of 914.99 feet, the chord of which is North 75 Degrees 51 Minutes 31 Seconds West for a distance of 103.19 feet, said point being Point of Beginning of the herein described tract;

Thence along the arc of said curve 103.24 feet to a #5 rebar with a cap stamped “GARVER LLC CA-445-LS” set (typical); thence South 16 Degrees 45 Minutes 47 Seconds West a distance of 10.00 feet to a #4 rebar found on a curve to the right, having a radius of 917.62 feet, the chord of which is North 69 Degrees 13 Minutes 27 Seconds West for a distance of 111.55 feet; thence along the arc of said curve 111.62 feet to a #5 rebar set at the point of tangency of said curve; thence North 65 Degrees 38 Minutes 45 Seconds West a distance of 89.32 feet to a #5 rebar set; thence leaving said right-of-way South 8 Degrees 22 Minutes 27 Seconds West a distance of 86.08 feet to a #5 rebar set on the proposed north right-of-way of Sanderson Street; thence along said proposed right-of-way South 89 Degrees 41 Minutes 23 Seconds East a distance of 30.00 feet to a #5 rebar set; thence South 89 Degrees 41 Minutes 23 Seconds East a distance of 153.02 feet to a #5 rebar set at the point of curvature of a curve to the right having a radius of 388.30 feet, the chord of which is South 85 Degrees 35 Minutes 47 Seconds East for a distance of 57.40 feet; thence along the arc of said curve 57.45 feet to a #5 rebar set; thence South 81 Degrees 10 Minutes 07 Seconds East a distance of 12.50 feet to a #5 rebar set; thence South 81 Degrees 10 Minutes 07 Seconds East a distance of 49.66 feet to a #5 rebar set; thence leaving said proposed right-of-way North 3 Degrees 43 Minutes 21 Seconds West a distance of 8.09 feet to the POINT OF BEGINNING.

The above described parcel contains 0.23 acres (10181.56 sq. ft.) more or less.

BUT RESERVING IN FAVOR OF THE CITY OF HUNTSVILLE A PUBLIC UTIITY AND DRAINAGE EASEMENT OVER, ACROSS AND UNDER THE REAL PROPERTY DESCRIBED AS FOLLOWS:

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** 2022-0930

Department: Clerk-Treasurer

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

Ordinance vacating the right-of-way in MidCity Subdivision Phase 6, along MidCity Drive. (set September 22, 2022, Regular Council Meeting.

Ordinance No. 22-748

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: **MidCity Subdivision**

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

Additional Comments:

ORDINANCE NO. 22-748

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 right-of-way; that the applicants have represented to the City of Huntsville that **Madison Plaza Associates, LLC,** is the owner of the property across which said right-of-way lies; that said right-of-way, 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 right-of-way hereinafter described, said deed being substantially in words and figures as follows, to-wit:

ADOPTED this the 27th day of October, 2022.

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

APPROVED this the 27th day of October, 2022.

_____
Mayor of the City of
Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** 2022-0910

Department: ITS

Subject: **Type of Action:** Introduction

Introduction of an Ordinance to dedicate certain property adjacent to the Huntsville Police Department Shooting Range as a Utility and Drainage Easement for cellular service.

Ordinance No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location:

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/13/2022 **File ID:** TMP-2164

Department: Planning

Subject: **Type of Action:** Introduction

Introduction of an Ordinance to dedicate certain property adjacent to the Huntsville Police Department Shooting Range as a Utility and Drainage Easement for cellular service.

Ordinance No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location:

Address: N/A

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

Additional Comments:

ORDINANCE NO. 22-_____

WHEREAS, it has been recommended to the City Council that certain parcels of property owned in fee by the City be dedicated for Public use as Utility and Drainage Easements; and

WHEREAS, the City Council has found and determined that said land should be dedicated to public use as Utility and Drainage Easements.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, that the following described lands be and the same are hereby dedicated to the use of the general public as Utility and Drainage Easements for the purpose of using the same for the establishment, construction, and maintenance of utility, sanitary sewer and drainage easements over, along and under the following described tracts or parcels of land in the County of Madison, State of Alabama, to-wit:

10' PUBLIC UTILITY EASEMENT DESCRIPTION:

All that part of the Northwest Quarter of Section 33, Township 05 South, Range 02 West, of the Huntsville Meridian, Madison County, Alabama; Particularly described as commencing at the Northwest Corner of said Section 33; Thence South 89 Degrees 18 Minutes 25 Seconds East 30.29 feet to the East Right of Way Margin of Wall-Triana Highway; Thence along said margin, South 03 Degrees 16 Minutes 13 Seconds West 71.94 feet to the Point of Beginning of the herein described tract.

Thence from the Point of Beginning and leaving said road, South 89 Degrees 36 Minutes 41 Seconds East 134.48 feet; Thence South 02 Degrees 22 Minutes 07 Seconds West 178.80 feet; Thence South 88 Degrees 10 Minutes 26 Seconds East 171.02 feet; Thence South 01 Degree 49 Minutes 34 Seconds West 10.00 feet; Thence North 88 Degrees 10 Minutes 26 Seconds West 181.11 feet; Thence North 02 Degrees 22 Minutes 07 Seconds East 178.54 feet; Thence North 89 Degrees 36 Minutes 41 Seconds West 124.63 feet to the East Right of Way Margin of said Wall-Triana Highway; Thence North 03 Degrees 16 Minutes 13 Seconds East 10.01 feet to the Point of Beginning and containing 4,843 Square Feet, more or less.

10' PUBLIC UTILITY EASEMENT DESCRIPTION (*Extended 115' to the East*):

All that part of the Northwest Quarter of Section 33, Township 05 South, Range 02 West, of the Huntsville Meridian, Madison County, Alabama; Particularly described as commencing at the Northwest Corner of said Section 33; Thence South 89 Degrees 18 Minutes 25 Seconds East 30.29 feet to the East Right of Way Margin of Wall-Triana Highway; Thence along said margin South 03 Degrees 16 Minutes 13 Seconds West 71.94 feet to the Point of Beginning of the herein described tract.

Thence from the Point of Beginning and leaving said road, South 89 Degrees 36 Minutes 41 Seconds East 134.48 feet; Thence South 02 Degrees 22 Minutes 07 Seconds West 178.80 feet; Thence South 88 Degrees 10 Minutes 26 Seconds East 286.02 feet; Thence South 01 Degree 49 Minutes 32 Seconds West 10.00 feet; Thence North 88 Degrees 10 Minutes 26 Seconds West 296.11 feet; Thence North 02 Degrees 22 Minutes 07 Seconds East 178.54 feet; Thence North 89 Degrees 36 Minutes 41 Seconds West 124.63 feet to the East Right of Way Margin of said

Wall-Triana Highway; Thence North 03 Degrees 16 Minutes 13 Seconds East 10.01 feet to the Point of Beginning and containing 5,992 square feet, more or less.

BE IT FURTHER ORDAINED that this Ordinance of Dedication be recorded in the Office of the Judge of Probate of Madison County, Alabama.

ADOPTED this the _____ day of October, 2022.

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

APPROVED this the _____ day of October, 2022.

_____
Mayor of the City of
Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** 2022-0911

Department: Administration

Subject: **Type of Action:** Introduction

Introduction of an Ordinance authorizing the operation of medical cannabis dispensing sites in the city limits.

Ordinance No.

Finance Information:

Account Number: N/A

City Cost Amount: $ N/A

Total Cost: $ N/A

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location:

Address: N/A

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

Additional Comments:

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/13/2022 **File ID:** 2022-0911

Department: Administration

Subject: **Type of Action:** Introduction

Introduction of an Ordinance authorizing the operation of medical cannabis dispensing sites in the city limits.

Ordinance No.

Finance Information:

Account Number: N/A

City Cost Amount: $ N/A

Total Cost: $ N/A

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location:

Address: N/A

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

Additional Comments:

ORDINANCE NO: 22- _____

WHEREAS, during the 2021 Regular Session of the Alabama Legislature, **Act 2021-450**, known as the ***Darren Wesley 'Ato' Hall Compassion Act***, (the "Act"), was enacted and codified in Title 20, Chapter 2A, *Code of Alabama* 1975, "to create within Alabama a wholly intrastate system for the cultivation, processing, and distribution of medical cannabis in the interest of protecting its own residents from the danger that recreational cannabis poses" (Code of Ala. 1975 § 20-2A-2); and

WHEREAS, the Act legalizes and establishes a comprehensive regulatory framework for medical cannabis, including the licensing and strict regulation of the cultivation, processing, transporting, testing, and dispensing of medical cannabis; and

WHEREAS, the Act specifically finds as follows: "Establishing a program providing for the administration of cannabis derivatives for medical use in this state will not only benefit patients by providing relief for pain and other debilitating symptoms, but also provide opportunities for patients with these debilitating conditions to function and have a better quality of life and provide employment and business opportunities for farmers and other residents of this state and revenue to state and local governments." (Code of Ala. 1975 § 20-2A-2); and

WHEREAS, the Act defines a "dispensary" as an entity licensed by the Alabama Medical Cannabis Commission that is "authorized to dispense and sell medical cannabis at dispensing sites to registered qualified patients and registered caregivers" (Code of Ala. 1975 § 20-2A-3); and

WHEREAS, the Act defines an "integrated facility" as an entity licensed "to perform the functions of a cultivator, processor, secure transporter, and dispensary" (Code of Ala. 1975 § 20-2A-2); and

WHEREAS, the Act defines a "dispensing site" as a site that is "operated by a dispensary licensee or an integrated facility licensee" (Code of Ala. 1975 § 20-2A-2); and

WHEREAS, the Act prohibits a dispensary and an integrated facility from operating a dispensing site within a municipality unless the governing body of that municipality has adopted an ordinance authorizing the operation of dispensing sites within its boundaries (Code of Ala. 1975 §§ 20-2A-51, 20-2A-64, and 20-2A-67); and

WHEREAS, the Act "does not prohibit a municipality from adopting zoning ordinances restricting the operation of dispensing sites within its corporate limits" (Code of Ala. 1975 § 20-2A-51); and

WHEREAS, in accordance with the authority conferred on municipalities under the Act and in order to protect and promote the public health, safety and general welfare, the City Council of the City of Huntsville desires to authorize the operation of dispensing sites for state-licensed dispensaries and integrated facilities within the corporate limits of the City of Huntsville, Alabama.

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

1. That, as of December 23, 2022, the City Council of the City of Huntsville authorizes the operation of medical cannabis dispensing sites by dispensary licensees and integrated facility licensees within the corporate limits of the City of Huntsville, subject to the provisions of Act 21-450, the rules and regulations promulgated thereunder, and applicable city laws, resolutions, and ordinances, as such may be amended at any time and from time to time; and

2. That the City Clerk-Treasurer of the City of Huntsville or his designee is hereby directed to forward a copy of this Ordinance to the Alabama Medical Cannabis Commission not more than seven calendar days after its adoption; and

3. That each and every provision of this Ordinance is hereby declared to be severable so that if any provision is declared unconstitutional or invalid by a valid judgment of a court of competent jurisdiction, such judgment shall not affect the validity of any other provision, for the City Council declares that it is its intent that it would have enacted this Ordinance without such invalid or unconstitutional provision(s); and

4. This Ordinance shall become effective December 23, 2022.

ADOPTED this the _____ day of _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

_____
Mayor of the City of
Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** 2022-0931

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:

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** TMP-2189

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:

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

RESOLUTION NO. 22 - _____

WHEREAS, the Finance Director has reviewed and submits for approval the attached itemized statements of travel expenses from city officials and employees. This resolution and the supporting documents are on file in the Office of the City Clerk-Treasurer.

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

ADOPTED this the 27th day of October, 2022.

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

APPROVED this the 27th day of October, 2022.

_____
Mayor of the City of
Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** 2022-0932

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:

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
Donations for Maple Hill Cemetery in the amount of $25.00 from Betty Smith.

Donation from Woody Anderson Ford for F-150 Electric Truck for Administraton.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** TMP-2190

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:

Address: N/A

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

Additional Comments:

Donations for Maple Hill Cemetery in the amount of $25.00 from Betty Smith.

Donation from Woody Anderson Ford for F-150 Electric Truck for Administraton.

RESOLUTION NO. 22 - _____

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

Donations for Maple Hill Cemetery in the amount of $25.00 from Betty Smith.

Donations for Administration from Woody Anderson Ford for a F-150 electric truck.

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 27th day of October, 2022.

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

APPROVED this the 27th day of October, 2022.

Mayor of the City of
Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** 2022-0933

Department: Finance

Subject: **Type of Action:** Unanimous Consent

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:

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

$406,971.32 - Establish a transfer appropriation to the 1990 Capital Improvements Fund to replace and expand Public Works fleet assets.

$17,781,081.03 - Establish a transfer appropriation to the 2014 Capital Improvements Fund to provide funding for street projects, drainage projects, bridge projects, sidewalks and greenways, and various development projects.

$406,971.32 - Increase appropriate revenue and expenditure budgets to record the transfer from the General Fund and make appropriate allocations and purchases as indicated by the transfer.

$17,781,081.03 - Increase appropriate revenue and expenditure budgets of the 2014 Capital Improvements Fund to record the transfer from the 1990 Capital Improvements Fund and make appropriate allocations as indicated by the transfer.

$56,297.85 - Increase the Cemetery Department operating capital appropriation funded by fund balance.

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** TMP-2191

Department: Finance

Subject: **Type of Action:** Unanimous Consent

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:

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
$406,971.32 - Establish a transfer appropriation to the 1990 Capital Improvements Fund to replace and expand Public Works fleet assets.

$17,781,081.03 - Establish a transfer appropriation to the 2014 Capital Improvements Fund to provide funding

for street projects, drainage projects, bridge projects, sidewalks and greenways, and various development projects.

$406,971.32 - Increase appropriate revenue and expenditure budgets to record the transfer from the General Fund and make appropriate allocations and purchases as indicated by the transfer.

$17,781,081.03 - Increase appropriate revenue and expenditure budgets of the 2014 Capital Improvements Fund to record the transfer from the 1990 Capital Improvements Fund and make appropriate allocations as indicated by the transfer.

$56,297.85 - Increase the Cemetery Department operating capital appropriation funded by fund balance.

ORDINANCE NO. 22 – _____

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

In the GENERAL FUND:

Establish a transfer appropriation to the 1990 Capital Improvements Fund in the amount of $406,971.32 to replace and expand Public Works fleet assets.

In the 1990 CAPITAL IMPROVEMENTS FUND:

Establish a transfer appropriation to the 2014 Capital Improvements Fund in the amount of $17,781,081.03 to provide funding for street projects, drainage projects, bridge projects, sidewalks and greenways, and various development projects.

Increase appropriate revenue and expenditure budgets to record the transfer from the General Fund in the amount of $406,971.32 and make appropriate allocations and purchases as indicated by the transfer.

In the 2014 CAPITAL IMPROVEMENTS FUND:

Increase appropriate revenue and expenditure budgets of the 2014 Capital Improvements Fund to record the transfer from the 1990 Capital Improvements Fund in the amount of $17,781,081.03 listed above and make appropriate allocations as indicated by the transfer.

In the CEMETERY PERPETUAL CARE FUND:

Increase the Cemetery Department operating capital appropriation by $56,297.85 funded by fund balance.

ADOPTED this the 27th day of October, 2022.

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

APPROVED this the 27th day of October, 2022.

_____
Mayor of the City of
Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** 2022-0934

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:

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
Standard periodic bids utilize by various department.

Update of Bids:

Asplundh - Tree Pruning (Landscape Management)

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** TMP-2192

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:

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
Standard periodic bids utilize by various department.

Update of Bids:

Asplundh - Tree Pruning (Landscape Management)

RESOLUTION NO. 22 - _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, the Mayor be, and he is authorized to accept the low bids meeting specifications and effectuate the following agreements on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreements are substantially in words and figures similar to those certain documents attached hereto and identified herein below. An executed copy of said documents being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND:

VENDOR	COMMODITY/SERVICE	AGREEMENT
Asplundh	Tree Pruning	One Year W/Extensions

ADOPTED this the 27th day of October, 2022.

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

APPROVED this the 27th day of October, 2022.

_____
Mayor of the City of Huntsville, Alabama

HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement **DATE:** October 4, 2022
FROM: Brian Walker **DEPT:** Landscape Management
BID #: 99-2022-71-3 **COMMODITY/SERVICE:** Tree Pruning

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Asplundh

RECOMMENDATION: It is recommended Asplundh be awareded the bid as they were the lowest bidder.

DESCRIPTION	PRICE	UOM	COMMENT
Foreman/Driver Regular Time	52.46	Hour	
Foreman/Driver Overtime & Holiday Time	78.69	Hour	
Climber Regular Time	45.90	Hour	
Climber Overtime & Holiday Time	61.47	Hour	
Crewman/Flagman Regular Time	40.98	Hour	
Crewman/Flagman Overtime & Holiday Time	61.47	Hour	
Power Lift Truck '50 Minimum	26.06	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: 2022.10.04 16:01:48 -05'00' 10/4/2022
Department Head Date

Tamara M. Yancy Digitally signed by Tamara M. Yancy Date: 2022.10.05 12:58:45 -05'00' 10/5/2022
Procurement Manager Date

Email completed form to Procurement@huntsvilleal.gov

HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

Continuation – Page 2

TO: Procurement **DATE:** October 5, 2022
FROM: Brian Walker **DEPT:** Landscape Management
BID #: 99-2022-71-3 **COMMODITY/SERVICE:** Tree Pruning

DESCRIPTION	PRICE	UOM	COMMENT
Power Lift Truck '70 Minimum	32.69	Hour	
Diesel Driven Brush Chippper Drum Type	7.93	Hour	
Diesel Driven Brush Chipper Disk Type	7.93	Hour	
Follow-Up Split Dump Truck	16.95	Hour	
Pick Up Truck	15.75	Hour	

HUNTSVILLE

Tommy Battle
Mayor
City of Huntsville, Alabama
Finance Department
Procurement Services Division

Invitation For Bids
Tree Pruning Services

Invitation for Bid #:	99-2022-71-3
Issue Date:	August 29, 2022
Bid Bond Requirements:	No, a Bid Bond is not required
Certificate of Insurance Requirements:	Yes, a Certificate of Insurance is Required
Pre-Bid Teleconference Date and Time:	N/A
Pre-Bid Conference Date:	N/A
Deadline for Questions Date:	September 9, 2022 @ 2:00 PM All questions must be submitted in writing to erin.motes@huntsvilleal.gov
IFB Closing Date:	September 15, 2022 @ 2:00:00 PM
Post-Closing Bidder Teleconference Date:	N/A
Post-Closing Bidder Presentation/Demonstration Date:	NA
Procurement Services Contact:	Erin Motes erin.motes@huntsvilleal.gov (256) 427-5056 (256) 427-5059 fax
City Internet Site:	https://www.bidnetdirect.com/alabama/cityofhuntsville
IFB E-Documents:	N/A
Bid Copies to be Submitted	1 Original, 1 Copy
City File Reference:	Tree Pruning Services 2022

APPENDIX D
DETAILED REQUIREMENTS CHECKLIST

The following specifications are being provided to potential bidders as guidelines which describe the minimum type and quality of service the City of Huntsville is requiring. The Bidder must indicate compliance or list exceptions to each specification item for consideration and/or acceptance. Failure to comply with this provision shall be cause for rejection of the bid as non-responsive.

Line Ref #	Detailed Requirements	Compliant? Yes	Compliant? No
	SECTION I - GENERAL SPECIFICATIONS		
	COMMUNICATIONS:		
1	The Contractor shall, at its own expense, furnish each Foreman with a cell phone and other listed equipment in this section. This cell phone shall have at least North Alabama coverage, functioning voice mail, SMS texting, and picture texting capability. Phones shall be used to provide constant contact between City personnel and each crew during working hours and for emergency contact after hours. Bluetooth or similar devices are to be issued to each foreman to enable safe communication even when driving. Professional grade communication devices (walkie-talkies) shall be made available for flagging traffic when needed. A 24-hour-a-day contact number shall be given to the City Arborist for after-hours emergencies.	✓	
	TECHNICAL STANDARDS:		
2	All tree maintenance activities shall be done in accordance with the current version of technical specifications of the American National Standards Institute, including ANSI Standard A300 (Methods) and ANSI Standard Z133.1 (Safety). (See also Section V.) No gaffs (climbing spurs) will be used or worn in any tree to be left standing, without specific authorization of the City Arborist, except in the event of a life-threatening emergency.	✓	
	DISPOSAL OF DEBRIS:		
3	All tree maintenance debris, including chips, limbs, leaves, logs, oil containers, personal trash, etc. will be disposed of in accordance with Chapter 22 of the City of Huntsville Municipal Code, as revised and supplemented. During all phases of work, tree parts will be dropped or lowered onto public property right-of-way, or easement, avoiding private property as much as possible.	✓	
4	Cleanup required from each day's work will be completed on that day. Each work site will be left as clean as it was before work started, or cleaner. Chips and/or fuel wood may be left at the work site by agreement between the adjoining landowner and the Contractor. The Contractor will make no agreement with any third party other than the adjoining landowner or the City of Huntsville, to leave, deliver, or otherwise dispose of such tree-maintenance residues, except by explicit instructions of the City Arborist.	✓	
5	Butt-sections of trees and other heavy or cumbersome residues may be cut to manageable length and left on or near rights-of-way for pickup by arrangement between the City Arborist and the Public Works Sanitation Division, provided they do not pose a hazard to vehicular traffic. The Contractor will immediately notify the City Arborist when such residues are left on the right-of-way.	✓	
	SECTION II - REQUIRED PERSONNEL		
6	All work and services shall be performed by the Contractor or its employees.		
	A. DEFINITION OF WORK CREW:		
7	A crew shall consist of two, three, or four-persons (at the City Arborist's discretion) qualified to operate required equipment listed below, and with qualifications and experience as described below, including:	✓	

8	**1. Foreman:** The foreman is the working leader and driver of a climbing crew, able to organize and supervise crew work and to integrate a power lift truck into this crew's operation by arrangement with the City Arborist when desirable to promote efficiency and/or safety. The foreman's duties shall include, but not be limited to: (1) climbing trees by the use of standard roping practices; (2) removing or pruning trees according to the standards in Section I-C; (3) removing tree residues without damage to nearby property, and in accordance with the requirements in Section I-D; (4) cabling, bracing, guying, and related ground and aerial tree maintenance operations; (5) keeping daily work reports in support of the Contractor's invoices; (6) contacting the City Arborist to coordinate work schedules; (7) contacting the owners of property adjacent to work sites, and tactfully handling or referring complaints or disputes. The foreman must have an adequate Commercial Driver's License and a minimum of three years of experience as crew foreman. The foreman shall be clearly fluent in English, wear attire indicating foreman status, and have a working knowledge of Huntsville streets.	✓	
9	**2. Climber:** The climber's duties shall include, but not be limited to (1) climbing trees by the use of standard roping practices; (2) removing or pruning trees according to standards in Section I-C; (3) removing tree residues without damage to nearby property, and in accordance with the requirements in Section I-D; (4) cabling, bracing, guying, and related ground and aerial tree maintenance operations. The climber may occasionally perform functions of the Foreman, when necessary for smooth work continuity. The Climber may function as the driver only on a temporary basis and with approval from the City Arborist.	✓	
10	**3. Crewman/Flagman:** Employees used to perform functions requiring non-supervisory skills and experience, such as climbing and bucking, brush carrying and chipping, traffic control, and assisting with other duties as required by the crew Foreman. The Crewman may function as the driver only on a temporary basis and with approval from the City Arborist.	✓	
11	The Contractor shall provide two-person, three-person, or four-person crews, at the City Arborist's discretion, which normally shall consist of the following: **Crew Size: / Category:** — **2-person** — **3-person** — **4-person** Foreman/Driver — 1 — 1 — 1 Climber — 1 — 1 — 1 Crewman/Flagman — - — 1 — 2 Power Lift Truck — 1 — 1 — 1 Chipper (*) — 1 — 1 — 1 Follow-up Truck — - — - — 1 (*) Drum or disk type, by arrangement between City Arborist and Contractor – see Section III-Equipment, letter A, item #2.	✓	
12	Upon request, the Contractor will supply additional two, three, or four-person crew units at the pro-rata prices determined in this Contract within two (2) weeks of notification of need.	✓	
	B. TECHNICAL CERTIFICATION BY THE INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA):		
13	The Contractor shall have, directly in the line of authority over work for the City of Huntsville under this contract, employees with professional certification by the International Society of Arboriculture, as follows: **1. Arborist Certification by the International Society of Arboriculture (ISA):** At least one area (locally-based) foreman, general foreman, or crew foreman supervising contractor activities for the City of Huntsville under this contract must have and maintain current ISA Arborist Certification. An employee assuming this position shall have six (6) months, from the date of assignment, to meet this requirement. **2. Tree Worker Certification by the International Society of Arboriculture (ISA):** Each person serving as the foreman of a crew operating under this contract must obtain at company expense, within the first 4 months of the contract start, and subsequently maintain current ISA Tree Worker Certification. After contract start, an employee assuming this position shall have six (6)	✓	

	months, from the date of assignment, to meet this requirement. The City Arborist may waive this requirement at his sole discretion.		
	SECTION III - EQUIPMENT		
14	The Contractor, together with any company from which equipment is bought, rented or leased, is solely responsible for the mechanical condition and safe operation of all equipment.	✓	
15	The Contractor shall provide sufficient equipment for the duration of contract. The Contractor shall use first-class materials, tools, and equipment that are recognized by the industry as appropriate for forestry work.	✓	
16	Safe productivity is of the utmost importance. To ensure a safe and continuous operation with minimal equipment delays, the Contractor shall utilize reliable equipment never more than four (4) years old from the oldest date of manufacture, and all equipment must meet or exceed ANSI standards for the duration of the contract.	✓	
	A. CONTRACTOR OWNED EQUIPMENT (CONTINUOUSLY AVAILABLE):		
17	**1. Power Lift Truck:** Power lift truck (bid rate: dollars per hour in service) with: enclosed integral hydraulically-dumping chip box having a minimum capacity of at least ten (10) cubic yards; a working height ceiling as listed on the bid pricing form; boom mounted over center with fully surrounded one-man fiberglass basket mounted on cab and chassis, equipped with two (2) independently-operated hydraulic stabilizers, and electrically insulated boom. The Contractor must at his own expense provide certification (dated not more than sixty (60) days before the execution of this agreement) by a qualified independent testing laboratory that such power lift truck fully meets all dielectric and stress properties required in the current editions of ANSI Standards Z133.1 and A92.2. All safety certifications must be maintained and documented throughout the life of this agreement.	✓	
18	**2. Brush Chipper:** Diesel-driven brush chipper with 12-inch minimum head. (Bid rate: dollars per hour in service—supply separate prices for both disk type and drum type chippers). The type of chipper to be used will be specified by the City Arborist, with at least two weeks notification to the Contractor before changing types.	✓	
19	**3. Follow Up (Split Dump) Truck:** (Bid rate dollars per hour in service) having an enclosed hydraulically-dumping chip box, and set up for pulling the chipper.	✓	
20	**4. Miscellaneous Tools and Equipment (per vehicle):** With all blades properly sharpened, continuously available and serviceable, at work sites:	✓	
	(a) Chain Saws:		
21	At least one (1) with forty-eight inch (48") bar per two crews	✓	
22	At least one (1) with thirty-inch (30") bar per crew	✓	
23	At least one (1) with eighteen-inch (18") bar per crew	✓	
24	At least one (1) lightweight, for use by climbing workers per crew	✓	
25	At least one (1) extendable power pole saw **(STIHL BRAND ONLY)** per crew	✓	
26	A hydraulically powered pole pruner acceptable for use near charged conductors on each bucket truck	✓	
	(b) Climbing Gear:		
27	At least one (1) serviceable set of climbing gear (saddle with safety strap, 100 ft (min) climbing rope, throw ball and line) per two crews	✓	
28	(c) Log-Lowering Rope for each crew	✓	
	(d) Hand Tools:		
29	Pruning saws (ARS brand or approved equal by City Arborist) for each crew	✓	
30	Pruning shears **(Felco #2 only)** for each crew	✓	
31	Pole pruner and pole saw, pull pole and two extensions, ax, shovel, rake, street broom, scoop, City Arborist **pre-approved** professional gasoline powered blower for each crew	✓	
32	Mallet, chisel, wedge (at least one each) for each crew	✓	

33	Tools for cable and brace installation, available with two (2) days' notice by City Arborist	✓	
34	Log Roller for each crew	✓	
35	(e) Work zone Safety Signs and Traffic Control Cones (see Section V - Safety, Licenses, Accidents and Insurance) for each crew	✓	
	B. PURCHASE OF SUPPLIES AND RENTAL OF SPECIAL EQUIPMENT:		
36	The City Arborist must authorize rental of any necessary equipment or special services, beyond those required to qualify for bidding, in writing, in advance.	✓	
37	Consumable materials (other than fuels etc.) installed or used by the contractor: Work orders may specify that the City will provide such materials, or may specify suppliers for them. If purchased by the Contractor, such materials will be added to each invoice as separate items, with their sources indicated, and billed at the contractor's actual cost plus a handling charge of not more than ten percent (10%). Copies of invoices for these materials must be furnished to the City Arborist along with the Contractor's invoices for work performed. Any materials or tools purchased and included on the contractor's invoice become the property of the City of Huntsville.	✓	
	SECTION IV - WORK SCHEDULING, INSPECTION AND PAYMENT		
	A. WORK SCHEDULING:		
38	Unless otherwise specifically authorized by the City Arborist, work shall be limited to a maximum of ten (10) work-hours per day, including one-way travel each day from the Contractor's local headquarters to the nearest work site for the day, and forty (40) work hours per week. **The normal work day will be eight (8) hours and the normal work week will be Monday through Friday.**	✓	
	B. WORK ORDERS:		
39	Work will generally be coordinated with the Contractor by means of written work order from the City Arborist. Work orders issued by word-of-mouth from the City Arborist will be followed up in writing, either with a separate work order or by annotating an existing work order.	✓	
40	The Contractor shall contact the City Arborist daily during active work periods, to coordinate the work schedule, arrange for needed support, etc. The Contractor shall notify the City Arborist within twenty-four (24) work hours of the completion of each work order and provide accurate and complete records. The City Arborist will inspect work at his discretion.	✓	
41	All routine work is to be completed and ready for acceptance inspection within one calendar week of receipt of work order, except by specific arrangement with the City Arborist. Time limits for work of an emergency or unusually urgent nature will be agreed upon between the City Arborist and the Contractor's representative. City-provided time sheets shall be turned in daily.	✓	
	C. INVOICES:		
42	Invoices may cover one or more entire work orders, or weekly periods spent on large partially completed work orders. The City Arborist shall verify that all work on each work order is acceptable before authorizing payment of the contractor's invoice. Invoices will be submitted for payment monthly or more often. Time sheets shall be made available to the City Arborist upon request.	✓	
	D. CONSIDERATION FOR HOURLY RATE INCREASES ON AN ANNUAL BASIS:		
43	The City desires to provide the best tree-care service for the citizens of Huntsville, at the best possible price. Two months before the end of the first year of this contract, and of each succeeding year, the Contractor and the City's Agent will evaluate the level and quality of service, and the cost to the contractor of providing these services. Factors to be considered will include changes in minimum wage, average fuel costs for the past year, changes in residue-disposal charges (if appropriate), and productivity of the crew. If it is determined by both parties that the contractor is not being fairly compensated for work performed, then the Contractor will submit a formal request to increase the hourly rate paid, by an amount equal to increases in the Federal Minimum Wage rate and increases in other directly related costs. Once approved, the rates agreed upon will continue in effect until the next review, or until the conclusion of the contract.	✓	
	E. BILLING OF SOLID WASTE DISPOSAL AUTHORITY (SWDA) CHARGES:		
44	Invoices and scale tickets for disposal of residues at Solid Waste Disposal Authority facilities will be submitted to the City Arborist, along with weekly crew reports, for payment by the City of Huntsville.	✓	

	SECTION V - SAFETY, LICENSES, ACCIDENTS AND INSURANCE		
	A. SAFETY:		
45	The Contractor shall make every effort to prevent accidents. All work must conform to the most current edition of the American National Standards Institute (ANSI) Standard Z-133.1 (Safety Requirements for Pruning, Trimming, Repairing, Maintaining, and Removing Trees, and for Cutting Brush). A copy of this standard is on file in the City Arborist's office.	✓	
46	Before any Contractor employee performs any field duties under this contract, the Contractor shall certify to the City Arborist in writing that such employee is either a "qualified line clearance arborist" or "qualified line clearance arborist trainee," as defined in ANSI Std-133.1, of which the most recent edition is made a part of this contract by this reference.	✓	
47	The Contractor shall be responsible for, and the bid price shall include, the provision of traffic control devices and procedures as shown in the current edition of Section G, Alabama Manual for Uniform Traffic Control Devices, for work zone areas, for each work item affecting the flow of traffic on public rights-of-way and for police presence in hazardous areas. A copy of this standard can be obtained from the City Arborist's office, and the most recent edition is made a part of this contract by this reference. The Contractor shall be responsible for following this standard for all work activities within this bid.	✓	
	B. LICENSES:		
48	The successful Contractor shall obtain all professional certification, necessary state and local licenses and permits required to perform this work.	✓	
	C. ACCIDENTS:		
49	The Contractor shall take all precautions necessary to protect persons and property from injury or damage during the performance of this contract. He shall be responsible for any injury to himself, his employees, or others, as well as for any damage to personal or public property that occurs during the performance of this contract.	✓	
50	Damage done by the Contractor to any person or property, public or private, is the total responsibility of the Contractor, and is to be repaired or compensated for by the Contractor to the satisfaction of, and at no cost to, the City of Huntsville.	✓	
51	In all cases involving injury or property damage, the Contractor is not to perform work until photography, police reports, and other evidence-gathering activities are completed to the satisfaction of the City Arborist, the owner of any private property involved, and the Huntsville Police Department, if appropriate.	✓	

APPENDIX F
BIDDER PRICING FORM

The City reserves the right to make an award in whole or part to one or more Bidders whenever deemed necessary and in the best interest of the City. Per Appendix B-Scope of Work & Related Information, bids will be evaluated as a whole. All minimum quantities provided are considered to be estimates only.

Bidder must include in its Bid price all labor, supervision, materials, equipment, and tools of the trade required to meet the Contract requirements. Prices quoted shall be in U.S. Dollars, delivered prices, F.O.B. destination, exclusive of all federal or state excise, sales, and manufacturer's taxes. The City will not accept charges for transportation, handling, packaging, installation or out-of-pocket expense other than as specified in the Bid.

Prices quoted to the City shall remain firm for a minimum of ninety (90) days from the date of opening of the bid, unless so stated differently in the bid. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. The City will be protected against any increase above the price in the bid. Any bid containing an "Escalator Clause" will not be considered unless so stipulated in the Invitation for Bid. Discounts will be considered in determining the lowest responsible bidder, however, any payment term based on less than 30 days will not be considered. Discounts will be figured from the date of acceptance by the City regardless of date of delivery or invoice.

Bidder shall acknowledge receipt of all addenda in the space provided on the Bidder Pricing Form below. Failure to acknowledge receipt of addenda shall not relieve Bidder of full responsibility for all requirements contained in addenda.

We acknowledge receipt of the following addenda: _____

		COST PER HOUR
PERSONNEL:		
A.	Foreman/Driver:	
	1. Regular Time	$ 52.46
	2. Overtime & Holiday Time	$ 78.69
B.	Climber:	
	1. Regular Time	$ 45.90
	2. Overtime & Holiday Time	$ 68.85
C.	Crewman/Flagman:	
	1. Regular Time	$ 40.98
	2. Overtime & Holiday Time	$ 61.47

In no event shall overtime and holiday time exceed regular time and a half.

EQUIPMENT:		
A.	Power Lift Truck	
	1. 50' minimum	$ 26.06
	2. 70' minimum	$ 32.69
B.	Diesel Driven Brush Chipper	
	1. Drum Type (12" min head)	$ 7.93
	2. Disk Type (12" min head)	$ 7.93
C.	Follow-Up (Split Dump) Truck	$ 16.95
D.	Pick Up Truck	$ 15.75

****Contact Person & Number (24 hours for after-hours emergencies):**
Randy Parham - (256)438-4148

This Price Bid Form is hereby submitted by the undersigned:

Asplundh Tree Expert, LLC	Doug Roof - Vice President
Printed legal name of Bidder	Printed name of individual/corporate officer/general partner/joint venturer AND Title
Doug Roof	September 15, 2022
Signature	Date

APPENDIX H

CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

A. General Information. Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): Asplundh Tree Expert, LLC.
- City of Huntsville current taxpayer identification number (if available): 29656. (Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

B. Type of Ownership. Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

Type of Ownership *(check appropriate box)*	**Entity I. D. Number & Applicable State**
☐ Individual or Sole Proprietorship	Not Applicable
☐ General Partnership	Not Applicable
☐ Limited Partnership (LP)	Number & State:
☐ Limited Liability Partnership (LLP)	Number & State:
☒ Limited Liability Company (LLC) (Single Member)	Number & State: 850-582 PA
☐ LLC (Multi-Member)	Number & State:
☐ Corporation	Number & State:
☐ Other, please explain:	Number & State (if a filing entity under state law):

C. Entity I.D. Numbers. If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: www.sos.state.al.us/, under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

D. Formation Documents. Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, ***are not required unless:*** (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.

Signature: Sherry L Sports Title (if applicable): Administrative Assistant

Type or legibly write name: Sherry L. Sports Date: September 15, 2022

Alabama Secretary of State

Asplundh Tree Expert, LLC	
Entity ID Number	000 - 850 - 582
Entity Type	Foreign Limited Liability Company
Principal Address	708 BLAIR MILL ROAD WILLOW GROVE, PA 19090
Principal Mailing Address	708 BLAIR MILL ROAD WILLOW GROVE, PA 19090
Status	Exists
Place of Formation	Pennsylvania
Formation Date	12/26/1945
Qualify Date	07/21/1947
Registered Agent Name	C T CORPORATION SYSTEM
Registered Office Street Address	2 NORTH JACKSON ST., SUITE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	2 NORTH JACKSON ST., SUITE 605 MONTGOMERY, AL 36104
Nature of Business	GENERAL BUSINESS OF TREE SURGERY

Annual Reports

Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.

Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022

Transactions

Transaction Date	10/21/1949
Miscellaneous Filing Entry	AMENDMENT FILED
Transaction Date	01/17/1952
Miscellaneous Filing Entry	AMENDMENT FILED
Transaction Date	04/18/1957
Miscellaneous Filing Entry	AMENDMENT FILED
Transaction Date	09/05/1961
Miscellaneous Filing Entry	AMENDMENT FILED
Transaction Date	03/01/1966

Asplundh Tree Expert, LLC	
Registered Agent Changed From	BALL JR, FRED S BALL, RICHARD A 1ST NAT'L BK BLDG MONTGOMERY, AL
Transaction Date Legal Name Merged	01/09/1967 New England Tree Expert Company
Transaction Date Miscellaneous Filing Entry	01/09/1967 AMENDMENT FILED
Transaction Date Registered Agent Changed From	06/14/1977 BALL JR, FRED S BALL, RICHARD A 200 S LAWRENCE ST MONTGOMERY, AL
Transaction Date Legal Name Merged	03/12/1979 Asplundh Aviation, Inc.
Transaction Date Miscellaneous Filing Entry	03/12/1979 AMENDMENT FILED
Transaction Date Legal Name Merged	11/19/1981 ASPLUNDH SERVICE COMPANY Non-Qualified Foreign Into Qualified
Transaction Date Registered Agent Changed From	09/30/1983 BALL JR, FRED S BALL, RICHARD A ONE COURT SQUARE MONTGOMERY, AL
Transaction Date Principal Office Changed From	11/18/2009 505 YORK RD JENKINTOWN, PA
Transaction Date Registered Agent Changed From	03/08/2010 THE CORPORATION COMPANY 2000 INTERSTATE PARK DRIVE STE 204 MONTGOMERY, AL 36109
Transaction Date Legal Name Changed From	10/04/2017 Asplundh Tree Expert Co.
Transaction Date Miscellaneous Filing Entry	10/04/2017 CONVERSION FROM F/C FILED
Transaction Date Principal Office Changed From	10/04/2017 708 BLAIR MILL ROAD WILLOW GROVE, PA 19090-1784
Scanned Documents	
Document Date / Type / Pages	03/01/1966 Registered Agent Change 1 pg.

APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

Name of Proposer (exactly as it would appear on an agreement):

Asplundh Tree Expert, LLC

Doing-Business-As Name of Proposer:

Asplundh Tree Expert, LLC

Principal Office Address:

708 Blair Mill Road - Willow Grove, PA 19090

Local Office - 2011 Highway 87 - Alabaster, AL 35007

Telephone Number: (205) 685-4000

Fax Number: (205) 664-2165

Form of Business Entity [check one ("X")]

Corporation	____
Partnership	____
Individual	X
Joint Venture	____
Other (describe):	____ _____

Corporation Statement

If a corporation, answer the following:

Date of incorporation: _____

Location of incorporation: _____

The corporation is held: Publicly ___ Privately ___

Names and titles of corporate officers:

_____

_____

_____

Partnership Statement

If a partnership, answer the following:

Date of organization: _____
Location of organization: _____
The partnership is: General ___ Limited ___

Name, address, and ownership share of each general partner owning more than five percent (5%) of the partnership:

_____

_____

_____

_____

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: _____
Location of organization: _____
JV Agreement recorded? Yes ___ No ___

Name, address of each Joint Venturer and percent of ownership of each:

_____

_____

_____

_____

2. CITY OF HUNTSVILLE EMPLOYEE, MEMBER OF HOUSEHOLD OR BUSINESS ASSOCIATE

Code of Ala. 1975§36-25-11 requires that contracts entered into with a public official, a public employee, a member of the household of the public official or public employee, or a business with which a public official or public employee associates be filed with the Alabama Ethic Commission. If you are awarded the contract, and if you are a City employee, or if a member of your household is a City employee or public official, or if your business associates with a City employee or public official, you must comply with the provisions of Code al Ala. 1975§36-25-11.

City Employee Yes _____ No X
If "Yes," Department _____

Member of Household City Employee Yes _____ No X
If "Yes," Name (s) _____

Anyone associated with your company a City Employee Yes _____ No X
If "Yes," Name (s) _____

3. CONTRACTOR E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as " the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in

accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2).

Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

"By signing this contract the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

4. ACKNOWLEDGEMENTS

I hereby certify that I have read and understand the City of Huntsville's General Terms and Conditions. I hereby certify that I agree to comply with all of the General Terms and Conditions of this IFB. I also understand that the General Terms & Conditions are standard and that any contradicting requirements of the IFB supercede.

I affirm that I have not been in any agreement or collusion among Proposers or prospective Proposers in restraint of freedom of competition.

Upon award of this bid, I will not substitute any item on this bid under any circumstances.

By signing this submittal, the Bidder represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

Doug Roof
Signature of Proposer

Doug Roof
Print or Type Name of Proposer

September 15, 2022
Date

Asplundh Tree Expert, LLC
Legal Name of Firm

2011 Highway 87
Mailing Address

Alabaster, AL 35007
City State Zip Code

(205)685-4000 / (205) 664-2165
Phone Fax

rparham@asplundh.com
Email Address

www.asplundh.com
Website Address

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer	
Name (Please Type or Print)	Title
Signature	Date
E-Verify Employer Agent TALX Corporation	
Name (Please Type or Print) Christopher Jacobsmeyer	Title
Signature Electronically Signed	Date October 31, 2019
Department of Homeland Security - Verification Division	
Name	Title
Signature	Date

Information Required for the E-Verify Program Information relating to your Company:	
Company Name	Asplundh Tree Expert, LLC.
Company Facility Address	708 Blair Mill Road Willow Grove, PA 19090
Company Alternate Address	
County or Parish	Montgomery
Employer Identification Number	23-1277550
North American Industry Classification Systems Code	Administrative And Support Services (561)
Parent Company	
Number of Employees	10,000 and over
Number of Sites Verified for	1

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** TMP-2192

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:

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
Standard periodic bids utilize by various department.

Update of Bids:

Asplundh - Tree Pruning (Landscape Management)

RESOLUTION NO. 22 - _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, the Mayor be, and he is authorized to accept the low bids meeting specifications and effectuate the following agreements on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreements are substantially in words and figures similar to those certain documents attached hereto and identified herein below. An executed copy of said documents being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND:

VENDOR	COMMODITY/SERVICE	AGREEMENT
Asplundh	Tree Pruning	One Year W/Extensions

ADOPTED this the 27th day of October, 2022.

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

APPROVED this the 27th day of October, 2022.

_____
Mayor of the City of Huntsville, Alabama

HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement **DATE:** October 4, 2022
FROM: Brian Walker **DEPT:** Landscape Management
BID #: 99-2022-71-3 **COMMODITY/SERVICE:** Tree Pruning

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Asplundh

RECOMMENDATION: It is recommended Asplundh be awareded the bid as they were the lowest bidder.

DESCRIPTION	PRICE	UOM	COMMENT
Foreman/Driver Regular Time	52.46	Hour	
Foreman/Driver Overtime & Holiday Time	78.69	Hour	
Climber Regular Time	45.90	Hour	
Climber Overtime & Holiday Time	61.47	Hour	
Crewman/Flagman Regular Time	40.98	Hour	
Crewman/Flagman Overtime & Holiday Time	61.47	Hour	
Power Lift Truck '50 Minimum	26.06	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: 2022.10.04 16:01:48 -05'00' 10/4/2022
Department Head Date

Tamara M. Yancy Digitally signed by Tamara M. Yancy Date: 2022.10.05 12:58:45 -05'00' 10/5/2022
Procurement Manager Date

Email completed form to Procurement@huntsvilleal.gov

HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

Continuation – Page 2

TO: Procurement **DATE:** October 5, 2022
FROM: Brian Walker **DEPT:** Landscape Management
BID #: 99-2022-71-3 **COMMODITY/SERVICE:** Tree Pruning

DESCRIPTION	PRICE	UOM	COMMENT
Power Lift Truck '70 Minimum	32.69	Hour	
Diesel Driven Brush Chippper Drum Type	7.93	Hour	
Diesel Driven Brush Chipper Disk Type	7.93	Hour	
Follow-Up Split Dump Truck	16.95	Hour	
Pick Up Truck	15.75	Hour	

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** 2022-0935

Department: Finance

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

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and the lowest responsible bidder, SJ&L General Contractors, LLC for the provision of services for the Resurfacing of Residential Streets FY2023 Phase 1 project.

Resolution No.

Finance Information:

Account Number: 3020-55-00000-516020-00000000-

City Cost Amount: $ 8,993,539.98

Total Cost: $ 8,993,539.98

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location:

Address: Various streets and roadways throughout the city.
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
This project consists of 108 streets and is scheduled to be completed within 365 days from the date of the notice to proceed (NTP).

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** TMP-2187

Department: Finance

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

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and the lowest responsible bidder, SJ&L General Contractors, LLC for the provision of services for the Resurfacing of Residential Streets FY2023 Phase 1 project.

Resolution No.

Finance Information:

Account Number: 3020-55-00000-516020-00000000-

City Cost Amount: $ 8,993,539.98

Total Cost: $ 8,993,539.98

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location:

Address: Various streets and roadways throughout the city.
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
This project consists of 108 streets and is scheduled to be completed within 365 days from the date of the notice to proceed (NTP).

RESOLUTION No. 22 - _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into a contract between the City of Huntsville and the low bidder, SJ&L General Contractors, LLC in the amount of EIGHT MILLION NINE HUNDRED NINETY-THREE THOUSAND FIVE HUNDRED THIRTY-NINE DOLLARS AND 98/100 ($8,993,539.98), for the Resurfacing of Residential Streets FY2023 Phase 1 project, 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 "Contract between City of Huntsville and SJ&L General Contractors, LLC, for Resurfacing of Residential Streets FY2023 Phase 1 project" consisting of a total of one (1) page plus seventy-nine (79) additional pages consisting of the Certification of Compliance with Title 39, Code of Alabama, Bid Award Recommendation, the details, specifications, surveys, general requirements, and supplemental terms and conditions as outlined in IFB No. 98-2022-55 issued September 21, 2022, Pre-Bid Meeting Minutes dated September 29, 2022, all addenda, E-Verify MOU, Alabama Secretary of State registration, and the date of October 27, 2022, appearing on the margin of the first page, together with the signature of the President or President Pro Tern 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 27th day of October, 2022

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

APPROVED this the 27th day of October, 2022

_____
Mayor of the City of Huntsville, Alabama

CONTRACT BETWEEN THE CITY OF HUNTSVILLE

AND

SJ&L GENERAL CONTRACTORS, LLC

FOR

Resurfacing of Residential Streets FY2023 Phase 1
IFB No. 98-2022-55

STATE OF ALABAMA}
MADISON COUNTY}

THIS CONTRACT, made and entered into this 27th day of October 2022 between the CITY OF HUNTSVILLE, ALABMA, a Municipal Corporation, sometimes referred to herein as City, and SJ&L GENERAL CONTRACTORS, LLC, sometimes referred to herein as Contractor.

-WITNESSETH-

WHEREAS, the City desires to install, construct or make certain improvements known as **Resurfacing of Residential Streets FY2023 Phase 1** project, in the City of Huntsville, Madison County, Alabama, all in accordance with details, specifications, surveys and general requirements prepared by the City of Huntsville Public Works Department, which are on file in the Office of the Public Works Director of the City of Huntsville, Alabama, all of which details, specifications, surveys, general and special requirements, terms and conditions as detailed in IFB No. 98-2022-55 issued on September 21, 2022, Pre-Bid Meeting Minutes dated September 29, 2022, and all addenda are made a part of this contract, and

NOW, THEREFORE, it is agreed that the Contractor promises and agrees to make such improvements for the party of the first part for the considerations hereinafter set out. The Contractor promises and agrees to furnish all necessary labor, materials and equipment for the doing of the same, all to be done in accordance with such details, plans, specifications, general requirements and supplements to general requirements hereto attached and made a part of this contract.

FOR THE PERFORMANCE of such work, the City agrees to pay the Contractor as follows per Appendix C Supplement – Schedule of Bid Quantities.

SJ&L General Contractors, LLC

BY: _____
Tommy Battle, Mayor

_____
Kenneth Benion
City Clerk Treasurer

ATTEST: _____

_____
City Council President

_____
Date

HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: PROCUREMENT SERVICES **DATE:** 10/12/22
FROM: CHRIS MCNEESE **DEPT:** PUBLIC WORKS SERVICES
BID #: 98-2022-55 **COMMODITY/SERVICE:** RESURF/RESID ST FY23,PH.1

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND SJ & L GENERAL CONTRACTORS, LLC

RECOMMENDATION: It is recommended that SJ&L General Contractors, LLC, be awarded the bid for Resurfacing of Residential Streets, FY23, Phase 1

DESCRIPTION	PRICE	UOM	COMMENT
See Attached Bid Tabulation Sheet			

INITIAL PURCHASE: $8,993,539.98
FUNDING SOURCE: 3020-55-00000-516020-0000000
TERM OF CONTRACT:
- ☐ One Time
- ☑ One Year w/ Additional One Year Extensions as Allowable by State Law
- ☐ One Year
- ☐ Three Months
- ☐ Other (Explain)

APPROVALS:
My staff and I have complied with all laws, regulations, City of Huntsville Procurement Rules, and the provisions of any contract and/or grant agreements applicable to this procurement process. In addition, my staff and I have not sought by collusion with the recommended Proposer/Bidder to obtain any advantage over any other Proposer/Bidder in this procurement.

Chris McNeese Digitally signed by Chris McNeese Date: 2022.10.12 09:42:58 -05'00'
Department Head Date

Tamara M. Yancy Digitally signed by Tamara M. Yancy Date: 2022.10.12 13:09:09 -05'00'
Procurement Manager 10/12/2022 Date

Email completed form to Procurement@huntsvilleal.gov

October 11, 2022 at 2:00PM

PROCUREMENT SERVICES
TABULATION

98-2022-55
Resurfacing of Residential Streets FY2023 Phase

Witnessed By: Dana Lakissa Schroeder

	Bidders					
	Rogers Group, Inc.	SJ+L General Contractors	Midsouth Paving, Inc.	Wiregrass Construction Co.		
GC License #	14069	38374	43461	5957		
Acknowledge Addendum 1-6?	yes	yes	yes	yes		
Comments						
Bid Bond?	yes	yes	yes	yes		
Bid Responsive? Yes or No						
Comment: Explain if No						
Lump Sum Base Bid	$9,047,393.44	$8,993,539.98	$11,270,139.63	$9,428,634.00		

HUNTSVILLE

Finance Department
Procurement Services Division

CERTIFICATE OF COMPLIANCE

Pursuant to Code of Alabama, 1975 ("Code"), Section 39-5-1(b), the City of Huntsville, Alabama does hereby certify that the agreement by and between the City of Huntsville and

SJ&L General Contractors in the approximate
(Vendor/Contractor Name)

amount of $8,993,539.98 for Resurfacing of Residential Streets FY2023 Phase 1
(Contract Amount) *(Project Name)*

to be awarded October 27, 2022,
(Council Date)

is let in compliance with the Code, Title 39 and all other applicable provisions of law; and, only for purposes of a civil action as referenced in Code Section 39-5-1(a), the issuance of this certificate shall constitute a presumption that the contract was let in accordance with the laws.

City of Huntsville, Alabama

BY: Penny L Smith Digitally signed by Penny L Smith Date: 2022.10.14 08:21:05 -05'00'
Penny L. Smith, CPA, CGFM, CGMA

Its: Director of Finance

Date: 10/14/2022

HUNTSVILLE

Tommy Battle
Mayor

City of Huntsville, Alabama
Finance Department
Procurement Services Division

Invitation For Bids for Resurfacing of Residential Streets, FY23, Phase 1

Invitation for Bid#:	98-2022-55
Issue Date:	September 21, 2022
Bid Bond Requirements:	Yes, a bond is required
Performance Bond Requirements:	Yes, a bond is required
Labor & Materials Payment Bond Requirements:	Yes, a bond is required
Certificate of Insurance Requirements:	Yes, a certificate is required
Pre-Bid Teleconference Date and Time:	N/A
Pre-Bid Conference Date and Time:	September 29, 2022 @ 10:00 AM CST
Deadline for Questions:	September 30, 2022 @ 5:00 PM CST All questions must be submitted in writing to tamara.yancy@huntsvilleal.gov
IFB Closing Date and Time:	October 6, 2022 @ 2:00:00 PM CST
Procurement Services Contact:	Tamara M Yancy tamara.yancy@huntsvilleal.gov (256) 883-3614
City Internet Site:	https://www.bidnetdirect.com/alabama/cityofhuntsville
IFB E-Documents:	Appendix C Supplement – Schedule of Bid Quantities (Excel Spreadsheet)
Bid Copies to be Submitted:	1 Original, 1 Copy
City File Reference:	Resurfacing of Residential Streets 2023 – Phase 1

APPENDIX B
BID PROPOSAL

TO: THE CITY OF HUNTSVILLE
Procurement Services Division
308 Fountain Circle – 5th Floor
Huntsville, Alabama 35801

PROPOSAL OF: SJDL General Contractor, LLC
(NAME)
2317 Meridian Street # 25 Huntsville AL 35811
(ADDRESS)

TO MAKE CERTAIN IMPROVEMENTS ENTITLED:

Resurfacing of Residential Streets 2023 Phase 1

FOR THE CITY OF HUNTSVILLE, ALABAMA

Ladies/Gentlemen:

The undersigned bidder has carefully examined the drawings or plans, bid documents, the specifications, the general requirements, the supplement to general requirements, the general terms and conditions, this proposal, the agreement, together with any addenda thereto, and agrees to furnish and deliver all the materials, and to do and perform all the work and labor required to be furnished and delivered, done and performed in and about the improvements as described above and in accordance with certain specifications prepared and approved by the OWNER (City of Huntsville, Alabama).

The undersigned bidder understands that when unit prices are called for, the quantities shown herein are approximate only and are subject to increase or decrease, and offers to do the work whether the quantities are increased, or decreased, at the unit prices stated in the following schedule. The undersigned bidder also understands that when lump sum bids are called for, he will be required to furnish all equipment, labor, materials and other items or cost to construct a complete facility. The undersigned bidder further understands that any deletions or additions designated on the outside of the bid envelope, must indicate the particular bid item relative to the deletion or addition, even if the deletion or addition references to deduct or add to the Total Base Bid. Any bids received that are unsealed will be immediately rejected.

Contractors are authorized to download quantities, Appendix C Supplement – Schedule of Bid Quantities, or quantity revisions from City's bid solicitation platform, Bidnet Direct, at https://www.bidnetdirect.com/alabama/cityofhuntsville and paste to a CD-RW (preferably in a live/flash drive format) of their choice which must be submitted with the original bid packet. In addition, two hard copies must be signed and submitted with original bid packet. Failure to do so may be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the bid CD in any manner. If a price discrepancy is found on the CD-RW, or the correct version of bid quantities is not submitted on the CD-RW which corresponds to the printed hard copies, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail.

Certificates of Insurance are required naming the City as the Certificate Holder. Also, the name of the project and project number should be included on the certificate. The Certificates should reflect the insurance coverage required herein. In addition, a copy of the policy may be requested upon award. 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. The Certificates are to be signed by a person authorized by the Insurer to bind coverage on its behalf and must indicate coverage will not be canceled or non-renewed except

after thirty (30) days prior written notice to the City at the following address: City of Huntsville, Procurement Services Division, P.O. Box 308, Huntsville, Alabama 35804.

The undersigned bidder understands that the Contract Time for completion of all work is **280** calendar days.

THE UNDERSIGNED BIDDER ALSO AGREES AS FOLLOWS:
All bonds must be approved by the Mayor and the Clerk-Treasurer of the City of Huntsville. Within fifteen (15) days after the date of acceptance of this proposal by City Council action, the contractor shall execute the contract and furnish to the OWNER a payment (labor and material) bond and a performance bond, each in the amount of 100% of the contract amount. No contract extension will be allowed for delays in the issuance of the notice to proceed that are a result of the contractor failing to submit the required items within the 15 days.

It is further understood and agreed that the Contractor shall commence work to be performed under this contract within fifteen (15) days from the date of this contract, unless otherwise instructed in writing by the OWNER. All work shall be carried on continuously to completion.

Accompanying this proposal is a certified check or bid bond in the amount of not less than five percent (5%) of the total amount shown on the schedule of prices not exceeding $10,000.00 payable to the City of Huntsville, Alabama, which is to be forfeited, as liquidated damages, if, in the event that his proposal is accepted, the undersigned shall fail to execute the contract and furnish a satisfactory contract bond under the conditions and within the time specified in this proposal; otherwise, said certified check or bid bond is to be returned to the undersigned.

I the undersigned, further understand that acknowledgment of receipt of addenda is mandatory and my failure to acknowledge receipt addenda shall result be cause for rejection of the bid proposal.

Signature of the Proposer

Jacky Eakes - VP
Print or Type Name of Proposer

10/11/22
Date

Addendum No.	Date Received
1	9/21/22
2	9/29/22
3	9/29/22
4	10/5/22
5	10/6/22
6	10/6/22

SJ&L General Contractor, LLC
Legal Name of Firm

2317 Meridian Street #25
Mailing Address

Huntsville AL 35811
City, State, Zip Code

(931)433-4660 / (931)438-8390
Phone and Fax

josh@sjandl.com
Email Address

steven@sjandl.com
Website Address

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
	Street #1 Argyle Rd (Length 1,125', Width 27') From Mastin Lake Rd to Merry Oaks Dr				
1	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	320	TON	$104.40	$33,408.00
2	Milling 0-2" Total Mill	3,600	SY	$1.42	$5,112.00
3	Milling 2-4" Total Mill	100	SY	$5.00	$500.00
4	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	50	TON	$50.00	$2,500.00
5	Manhole Riser	10	EA	$300.00	$3,000.00
6	Manhole Adjustment	1	EA	$1,000.00	$1,000.00
7	Inlets	1	EA	$1,000.00	$1,000.00
8	Delineaters	5	EA	$1,000.00	$5,000.00
9	New 22' Flat Topped Speed Table	1	EA	$6,500.00	$6,500.00

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			

item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
10	Remove Only Existing Speed Cushions	1	EA	$350.00	$350.00
11	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	220	SY	$163.20	$35,904.00
12	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	30	LF	$60.18	$1,805.40
13	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	300	LF	$59.16	$17,748.00
14	Remove and Replace Concrete Crossdrain (MEET ADA COMPLIANCE)	25	SY	$132.60	$3,315.00
15	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	2	EA	$1,836.00	$3,672.00
	TOTAL Street #1 Argyle Rd From Mastin Lake Rd to Merry Oaks Dr				$120,814.40

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
	Street #2 Beard St (Length 2,510', Width 31') From Poplar Ave to Beard St *(Totals Include Sitka Ct, Attu Ct, and Tundra Ct)*				
16	**424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick**	**850**	**TON**	**$86.62**	**$73,627.00**
17	**Milling 0-2" Total Mill**	**10,000**	**SY**	**$1.47**	**$14,700.00**
18	**414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)**	**100**	**TON**	**$50.00**	**$5,000.00**
19	**Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)**	**160**	**LF**	**$60.18**	**$9,628.80**
20	**Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)**	**200**	**LF**	**$59.16**	**$11,832.00**
21	**Remove and Replace Concrete Crossdrain (MEET ADA COMPLIANCE)**	**40**	**SY**	**$132.60**	**$5,304.00**

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**

22	**Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)**	**2**	**EA**	**$1,836.00**	**$3,672.00**
23	**Handicap Ramps with ADA Detectable Warning Pavers (All Width) TY2A Parallel Midblock (ALDOT Drawing SW-618 Index #736**	**6**	**EA**	**$1,989.00**	**$11,934.00**
	TOTAL Street #2 Beard St From Poplar Ave to Beard St				**$135,697.80**
	Street #3 Blue Spring Cir (Length 370', Width 27') From Blue Spring Rd to Cul-De-Sac				
24	**424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick**	**150**	**TON**	**$110.85**	**$16,627.50**
25	**Milling 0-2" Total Mill**	**1,700**	**SY**	**$3.20**	**$5,440.00**
26	**414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)**	**25**	**TON**	**$50.00**	**$1,250.00**

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1				
	Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
Item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
27	**Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)**	30	LF	$60.18	$1,805.40
28	**Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)**	30	LF	$59.16	$1,774.80
29	**Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)**	2	EA	$1,836.00	$3,672.00
30	**Traffic Control Markings**	30	SF	$7.65	$229.50
	TOTAL Street #3 Blue Spring Cir From Blue Spring Rd to Cul-De-Sac				$30,799.20
	Street #4 Boswell Dr (Length 3,900', Width 26') From US 72 E Hwy to US 72 E Hwy				
31	**424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick**	1,040	TON	$85.29	$88,701.60
32	**Milling 0-2" Total Mill**	12,300	SY	$1.47	$18,081.00

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1				
	Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
Item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
33	**414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)**	100	TON	$50.00	$5,000.00
34	**Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)**	300	SY	$163.20	$48,960.00
35	**Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)**	350	LF	$59.16	$20,706.00
	TOTAL Street #4 Boswell Dr From US 72 E Hwy to US 72 E Hwy				$181,448.60
	Street #5 Bridge Rd (Length 1,650', Width 27') From Mountain Park Cir to Blue Spring Rd				
36	**424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick**	450	TON	$92.01	$41,404.50
37	**Milling 0-2" Total Mill**	5,300	SY	$1.42	$7,526.00
38	**414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)**	50	TON	$50.00	$2,500.00

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
39	**Manhole Riser**	8	EA	$300.00	$2,400.00
40	**Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)**	40	LF	$60.18	$2,407.20
41	**Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)**	60	LF	$59.16	$3,549.60
42	**Remove and Replace Concrete Crossdrain (MEET ADA COMPLIANCE)**	26	SY	$132.60	$3,447.60
43	**Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)**	2	EA	$1,836.00	$3,672.00
44	**Traffic Control Markings**	30	SF	$7.65	$229.50
	TOTAL Street #5 Bridge Rd From Mountain Park Cir to Blue Spring Rd				$67,136.40
	Street #6 Chalmers Ave (Length 1,000', Width 26') From Reynolds Dr to Kavanaugh Dr				

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
45	**424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick**	265	TON	$104.40	$27,666.00
46	**Milling 0-2" Total Mill**	2,900	SY	$3.20	$9,280.00
47	**414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)**	50	TON	$50.00	$2,500.00
48	**Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)**	15	SY	$163.20	$2,448.00
49	**Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)**	120	LF	$59.16	$7,099.20
	TOTAL Street #6 Chalmers Ave From Reynolds Dr to Kavanaugh Dr				$48,993.20
	Street #7 Colfax Rd (Lenth 2,800', Width 26') From Winchester Rd to Matic Rd *(Totals Include Brosemer Rd NW)*				

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1				
	Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
50	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	725	TON	$89.93	$65,199.25
51	Milling 0-2" Total Mill	8,600	SY	$1.56	$13,416.00
52	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	100	TON	$50.00	$5,000.00
53	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	100	SY	$163.20	$16,320.00
54	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	80	LF	$60.18	$4,814.40
55	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	350	LF	$59.16	$20,706.00
56	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	3	EA	$1,836.00	$5,508.00

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1				
	Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
57	Handicap Ramps with ADA Detectable Warning Pavers (All Width) TY2 Parallel Midblock (ALDOT Drawing SW-618 Index #736	1	EA	$1,989.00	$1,989.00
58	Speed Table Install/22" Flat Topped	3	EA	$6,494.24	$19,482.72
59	Traffic Control Markings	30	SF	$7.65	$229.50
	TOTAL Street #7 Colfax Rd From Winchester Rd to Matic Rd				**$152,664.87**
	Street #8 Crossover Ln (Length 400', Width 17') From Fortune Dr to Higdon Rd				
60	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	90	TON	$110.85	$9,976.50
61	Milling 0-2" Total Mill	1,000	SY	$3.20	$3,200.00
62	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	50	TON	$50.00	$2,500.00
	TOTAL Street #8 Crossover Ln From Fortune Dr to Higdon Rd				**$15,676.50**

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
	Street #9 Crouse Dr (Length 1,050', Width 26') From End of Street to Matic Rd				
63	**424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick**	300	TON	$104.40	$31,320.00
64	**Milling 0-2" Total Mill**	3,400	SY	$1.42	$4,828.00
65	**414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)**	50	TON	$50.00	$2,500.00
66	**Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)**	120	LF	$60.18	$7,221.60
67	**Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)**	60	LF	$59.16	$3,549.60
68	**Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)**	4	EA	$1,836.00	$7,344.00

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
69	**Raised Traffic Markers**	45	EA	$7.65	$344.25
	TOTAL Street #9 Crouse Dr From End of Street to Matic Rd				$57,107.45
	Street #10 Delaware Blv (Length 600', Width 24') From Meridian St to North Plymouth Rd				
70	**424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick**	220	TON	$104.40	$22,968.00
71	**Milling 0-2" Total Mill**	2,600	SY	$3.20	$8,320.00
72	**414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)**	50	TON	$50.00	$2,500.00
73	**Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)**	140	SY	$163.20	$22,848.00
74	**Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)**	100	LF	$60.18	$6,018.00

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
75	**Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)**	2	EA	$1,836.00	$3,672.00
76	**Handicap Ramps with ADA Detectable Warning Pavers (All Width) TY2A Parallel Midblock (ALDOT Drawing SW-618 Index #736**	1	EA	$1,989.00	$1,989.00
77	**Traffic Control Markings**	150	SF	$7.65	$1,147.50
	TOTAL Street #10 Delaware Blv From Meridian St to North Plymouth Rd				$69,462.50
	Street #11 Delaware Cir (Length 500', Width 24') From North Plymouth Rd to North Plymouth Rd				
78	**424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick**	130	TON	$110.85	$14,410.50
79	**Milling 0-2" Total Mill**	1,500	SY	$3.20	$4,800.00
80	**414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)**	25	TON	$50.00	$1,250.00

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
81	**Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)**	120	SY	$163.20	$19,584.00
82	**Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)**	300	LF	$59.16	$17,748.00
	TOTAL Street #11 Delaware Cir From North Plymouth Rd to North Plymouth Rd				$57,792.50
	Street # 12 Iris Ln (Length 550', Width 27') From Lantana Way to East Arbor Dr				
83	**424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick**	165	TON	$110.85	$18,290.25
84	**Milling 0-2" Total Mill**	2,060	SY	$3.20	$6,592.00
85	**414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)**	50	TON	$50.00	$2,500.00
86	**Manhole Riser**	2	EA	$300.00	$600.00

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
87	**Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)**	150	SY	$163.20	$24,480.00
88	**Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)**	120	LF	$59.16	$7,099.20
	TOTAL Street #12 Iris Ln From Lantana Way to East Arbor Dr				$59,561.45
	Street #13 North Helena Dr (Length 650', Width 26') From West Helena Dr to East Helena Dr				
89	**424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick**	190	TON	$110.85	$21,061.50
90	**Milling 0-2" Total Mill**	2,000	SY	$3.20	$6,400.00
91	**414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)**	50	TON	$50.00	$2,500.00
92	**Manhole Riser**	2	EA	$300.00	$600.00

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
93	**Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)**	100	SY	$163.20	$16,320.00
94	**Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)**	300	LF	$59.16	$17,748.00
	TOTAL Street #13 North Helena Dr From West Helena Dr to East Helena Dr				$64,629.50
	Street # 14 Offutt Ct (Length 600', Width 26') From Stringfield Rd to Cul-De-Sac				
95	**424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick**	200	TON	$104.40	$20,880.00
96	**Milling 0-2" Total Mill**	2,400	SY	$3.20	$7,680.00
97	**414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)**	50	TON	$50.00	$2,500.00
98	**Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)**	15	SY	$163.20	$2,448.00

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
99	**Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)**	40	LF	$60.18	$2,407.20
100	**Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)**	50	LF	$59.16	$2,958.00
101	**Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)**	2	EA	$1,836.00	$3,672.00
	TOTAL Street #14 Offutt Ct From Stringfield Rd to Cul-De-Sac				$42,545.20
	Street #15 Skylab Dr (Length 1,650', Width 37') From Von Braun Dr to Nick Fitcheard Rd				
102	**424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick**	670	TON	$89.93	$60,253.10
103	**Milling 0-2" Total Mill**	7,800	SY	$1.56	$12,168.00
104	**414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)**	50	TON	$50.00	$2,500.00

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**

105	**Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)**	320	SY	$163.20	$52,224.00
106	**Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)**	200	LF	$59.16	$11,832.00
	TOTAL Street #15 Skylab Dr From Von Braun Dr to Nick Fitcheard Rd				$138,977.10
	Street #16 Treymore Ave (Length 1,200', Width 22') From Mastin Lake Rd to Countess St				
107	**424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick**	300	TON	$104.40	$31,320.00
108	**Milling 0-2" Total Mill**	3,500	SY	$1.42	$4,970.00
109	**414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)**	50	TON	$50.00	$2,500.00
110	**Manhole Riser**	5	EA	$300.00	$1,500.00

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
111	**Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)**	50	LF	$60.18	$3,009.00
112	**Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)**	20	LF	$59.16	$1,183.20
113	**Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)**	2	EA	$1,836.00	$3,672.00
	TOTAL Street #16 Treymore Ave From Mastin Lake Rd to Countess St				$48,154.20
	Street #17 Yeager Ct (Length 600', Width 27') From Skylab Dr to Cul-De-Sac				
114	**424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick**	250	TON	$104.40	$26,100.00
115	**Milling 0-2" Total Mill**	3,000	SY	$1.42	$4,260.00
116	**414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)**	50	TON	$50.00	$2,500.00

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
117	**Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)**	40	SY	$163.20	$6,528.00
118	**Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)**	80	LF	$59.16	$4,732.80
	TOTAL Street #17 Yeager Ct From Skylab Dr to Cul-De-Sac				$44,120.80
	Street #18 Bankhill Cir (Length 509', Width 26') From Cul-De-Sac to Ada Dr				
119	**424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick**	180	TON	$110.85	$19,953.00
120	**Milling 0-2" Total Mill**	2,100	SY	$3.20	$6,720.00
121	**414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)**	100	TON	$50.00	$5,000.00
122	**Manhole Riser**	1	EA	$300.00	$300.00

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1				
	Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
123	Manhole Adjustment	1	EA	$1,000.00	$1,000.00
124	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	40	LF	$60.18	$2,407.20
125	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	30	LF	$59.16	$1,774.80
126	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	2	EA	$1,836.00	$3,672.00
	TOTAL Street #18 Bankhill Cir From Cul-De-Sac to Ada Dr				$40,827.00
	Street #19 Birchwood Dr (Length1,500', Width 26') From End of Street to Dellbrook Dr				
127	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	400	TON	$92.01	$36,804.00
128	Milling 0-2" Total Mill	4,400	SY	$1.42	$6,248.00

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1				
	Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
129	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	$50.00	$1,250.00
130	Manhole Riser	7	EA	$300.00	$2,100.00
131	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	260	SY	$163.20	$42,432.00
132	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	330	LF	$59.16	$19,522.80
133	Raised Traffic Markers	18	EA	$7.65	$137.70
	TOTAL Street #19 Birchwood Dr From End of Street to Dellbrook Dr				$108,494.50
	Street #20 Chapman Ave (Length 1,630', Width 26') From Gladstone Dr to Maysville Rd				
134	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	430	TON	$92.01	$39,564.30
135	Milling 0-2" Total Mill	5,000	SY	$1.42	$7,100.00

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
136	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	75	TON	$50.00	$3,750.00
137	Manhole Riser	6	EA	$300.00	$1,800.00
138	Manhole Adjustment	2	EA	$1,000.00	$2,000.00
139	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	150	SY	$163.20	$24,480.00
140	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	60	LF	$60.18	$3,610.80
141	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	260	LF	$59.16	$15,381.60
142	Handicap Ramps with ADA Detectable Warning Pavers (All Width) TY2 Parallel Midblock (ALDOT Drawing SW-618 Index #736	2	EA	$1,989.00	$3,978.00
143	Speed Tables Remove Only	2	EA	$350.00	$700.00

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**

144	Speed Table Install/22' Flat Topped	2	EA	$6,500.00	$13,000.00
145	Traffic Control Markings	240	SF	$7.65	$1,836.00
	TOTAL Street #20 Chapman Ave From Gladstone Dr to Maysville Rd				**$117,200.70**
	Street #21 Christian Ln (Length 1,680', Width 20') From Gladstone Dr to Quietdale Dr				
146	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	350	TON	$104.40	$36,540.00
147	Milling 0-2" Total Mill	3,920	SY	$1.42	$5,566.40
148	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	15	TON	$50.00	$750.00
149	Solid Class 2 Traffic Stripe	1.270	MI	$4,080.00	$5,181.60
150	Sold Temporary Traffic Stripe	2.540	MI	$1,428.00	$3,627.12

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
151	Traffic Control Markings	220	SF	$7.65	$1,683.00
152	Raised Traffic Markers	150	EA	$7.65	$1,147.50
	TOTAL Street #21 Christian Ln From Gladstone Dr to Quietdale Dr				**$54,495.62**
	Street #22 Cottage St (Length 870', Width 17') From End of Street to Barrell Ave				
153	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	140	TON	$110.85	$15,519.00
154	Milling 0-2" Total Mill	1,670	SY	$3.20	$5,344.00
155	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	75	TON	$50.00	$3,750.00
156	Dense Graded Base	25	TON	$35.00	$875.00
157	Manhole Riser	1	EA	$300.00	$300.00

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
158	Remove and Replace Concrete Crossdrain (MEET ADA COMPLIANCE)	25	SY	$132.60	$3,315.00
	TOTAL Street #22 Cottage St From End of Street to Barrell Ave				**$29,103.00**
	Street #23 Dotson Dr (Length 2,700', Width 26') From Drake Ave to Toney Dr *(Totals Include the Dead End on South Side of Toney Dr)*				
159	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	700	TON	$89.93	$62,951.00
160	Milling 0-2" Total Mill	8,000	SY	$1.56	$12,480.00
161	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	75	TON	$50.00	$3,750.00
162	Manhole Riser	6	EA	$300.00	$1,800.00
163	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	170	SY	$163.20	$27,744.00

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1				
	Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
164	**Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)**	80	LF	$60.18	$4,814.40
165	**Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)**	420	LF	$59.16	$24,847.20
166	**Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)**	4	EA	$1,836.00	$7,344.00
	TOTAL Street #23 Dotson Dr From Drake Ave to Toney Dr				$145,730.60
	Street #24 Dug Hill Rd (Length 2,400, Width 20') Third City Limit Sign To Second City Limit Sign				
167	**424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick**	470	TON	$92.01	$43,244.70
168	**Milling 0-2" Total Mill**	5,400	SY	$1.42	$7,668.00

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1				
	Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
169	**414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)**	25	TON	$50.00	$1,250.00
170	**Solid Class 2 Traffic Stripe**	1.810	MI	$4,080.00	$7,384.80
171	**Solid Temporary Traffic Stripe**	3.620	MI	$1,428.00	$5,169.36
172	**Raised Traffic Markers**	220	EA	$7.65	$1,683.00
	TOTAL Street #24 Dug Hill Rd From Third City Limit Sign to Second City Limit Sign				$66,399.86
	Street #25 Dug Hill Rd (Length 7,100', Width 21') From First City Limit Sign to City Limits				
173	**424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick**	1,390	TON	$87.86	$122,125.40
174	**Milling 0-2" Total Mill**	16,580	SY	$1.59	$26,362.20
175	**414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)**	125	TON	$75.00	$9,375.00

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
176	Manhole Riser	5	EA	$300.00	$1,500.00
177	Solid Class 2 Traffic Stripe	5.370	MI	$4,080.00	$21,909.60
178	Solid Temporary Traffic Stripe	10.740	MI	$1,428.00	$15,336.72
179	Broken Class 2 Traffic Stripe	0.890	MI	$2,550.00	$2,269.50
180	Broken Temporary Traffic Stripe	1.780	MI	$1,428.00	$2,541.84
181	Dotted Traffic Stripe	0.030	LF	$1,000.00	$30.00
	TOTAL Street #25 Dug Hill Rd From First City Limit Sign to City Limits				$201,450.26
	Street #26 Goldsmith St (Length 1,130', Width 26') From Pratt Ave to McCullough Ave				
182	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	270	TON	$104.40	$28,188.00
183	Milling 0-2" Total Mill	3,270	SY	$1.42	$4,643.40

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
184	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	100	TON	$75.00	$7,500.00
185	Manhole Riser	1	EA	$300.00	$300.00
186	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	60	LF	$60.18	$3,610.80
187	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	50	LF	$59.16	$2,958.00
189	Remove and Replace Concrete Crossdrain (MEET ADA COMPLIANCE)	25	SY	$132.60	$3,315.00
190	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	4	EA	$1,836.00	$7,344.00
	TOTAL Street #26 Goldsmith St From Pratt Ave to McCullough Ave				$57,859.20

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
	Street #27 Greenslope Trl (Length 1,650', Length 26') From End of Street to Spicewood Trl				
191	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	450	TON	$92.01	$41,404.50
192	Milling 0-2" Total Mill	5,300	SY	$1.42	$7,526.00
193	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	100	TON	$50.00	$5,000.00
194	Manhole Riser	5	EA	$300.00	$1,500.00
195	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	40	SY	$163.20	$6,528.00
196	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	120	LF	$60.18	$7,221.60
197	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	70	LF	$59.16	$4,141.20

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			

item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
	TOTAL Street #27 Greenslope Trl From End of Street to Spicewood Trl				**$73,321.30**
	Street #28 Joseph Cir (Length 980', Width 26') From End of Street to End of Street				
198	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	250	TON	$104.40	$26,100.00
199	Milling 0-2" Total Mill	2,850	SY	$3.20	$9,120.00
200	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	75	TON	$50.00	$3,750.00
201	Manhole Riser	4	EA	$300.00	$1,200.00
202	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	110	SY	$163.20	$17,952.00
203	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	230	LF	$60.18	$13,841.40

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	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
204	**Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)**	100	LF	$59.16	$5,916.00
205	**Handicap Ramps with ADA Detectable Warning Pavers (All Width) TY2A Parallel Midblock (ALDOT Drawing SW-618 Index #736**	2	EA	$1,989.00	$3,978.00
	TOTAL Street #28 Joseph Cir From End of Street to End of Street				$81,857.40
	Street #29 King Ave (Length 450', Width 26') From Meridian St to Cottage St				
206	**424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick**	130	TON	$110.85	$14,410.50
207	**Milling 0-2" Total Mill**	1,500	SY	$3.20	$4,800.00
208	**414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)**	25	TON	$50.00	$1,250.00
209	**Manhole Riser**	4	EA	$300.00	$1,200.00

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	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
210	**Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)**	15	SY	$163.20	$2,448.00
211	**Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)**	20	LF	$60.18	$1,203.60
212	**Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)**	80	LF	$59.16	$4,732.80
213	**Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)**	2	EA	$1,836.00	$3,672.00
214	**Traffic Control Markings**	120	SF	$7.65	$918.00
	TOTAL Street #29 King Ave From Meridian St to Cottage St				$34,634.90
	Street #30 Lenlock Cir (Length 570', Width 26') From End of Street to Lenlock Dr				
215	**424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick**	190	TON	$110.85	$21,061.50

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
216	Milling 0-2" Total Mill	2,180	SY	$3.20	$6,976.00
217	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	15	TON	$50.00	$750.00
218	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	55	SY	$163.20	$8,976.00
219	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	300	LF	$59.16	$17,748.00
	TOTAL Street #30 Lenlock Cir From End of Street to Lenlock Dr				$55,511.50
	Street #31 McClung Dr (Length 3,640', Width 26') From California St to Owens Dr				
220	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	900	TON	$86.62	$77,958.00
221	Milling 0-2" Total Mill	10,530	SY	$1.47	$15,479.10

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
222	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	125	TON	$50.00	$6,250.00
223	Manhole Riser	13	EA	$300.00	$3,900.00
224	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	90	SY	$163.20	$14,688.00
225	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	60	LF	$60.18	$3,610.80
226	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	270	LF	$59.16	$15,973.20
227	Handicap Ramps with ADA Detectable Warning Pavers (All Width) TY2 Parallel Midblock (ALDOT Drawing SW-618 Index #736	1	EA	$1,989.00	$1,989.00
228	Handicap Ramps with ADA Detectable Warning Pavers (All Width) TY2A Parallel Midblock (ALDOT Drawing SW-618 Index #736	1	EA	$1,989.00	$1,989.00

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
229	Q Loops	1	EA	$1,275.00	$1,275.00
230	Solid Class 2 Traffic Stripe	1.370	MI	$4,080.00	$5,589.60
231	Solid Temporary Traffic Stripe	2.740	MI	$1,428.00	$3,912.72
232	Traffic Control Markings	77	SF	$7.65	$589.05
233	Traffic Control Legends	22.41	SF	$7.65	$171.44
234	Raised Traffic Markers	130	EA	$7.65	$994.50
	TOTAL Street #31 McClung Dr From California St to Owens Dr				$154,369.41
	Street #32 Melbourne Ave (Length 2,270', Width 26') From Bide-A-Wee Dr to Peck Rd				
235	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	560	TON	$92.01	$51,525.60
236	Milling 0-2" Total Mill	6,580	SY	$1.56	$10,264.80

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
237	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	75	TON	$50.00	$3,750.00
238	Manhole Riser	10	EA	$300.00	$3,000.00
239	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	130	SY	$163.20	$21,216.00
240	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	180	LF	$59.16	$10,648.80
241	Raised Traffic Markers	15	EA	$7.65	$114.75
	TOTAL Street #32 Melbourne Ave From Bide-A-Wee Dr to Peck Rd				$100,519.95
	Street #33 Noble Cir (Length 330', Width 26') From End of Street to Noble Dr				
242	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	110	TON	$110.85	$12,193.50
243	Milling 0-2" Total Mill	1,240	SY	$3.20	$3,968.00

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
Item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
244	**414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)**	10	TON	$50.00	$500.00
245	**Manhole Riser**	2	EA	$300.00	$600.00
246	**Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)**	35	SY	$163.20	$5,712.00
247	**Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)**	150	LF	$59.16	$8,874.00
248	**Remove and Replace Concrete Crossdrain (MEET ADA COMPLIANCE)**	23	SY	$132.60	$3,049.80
	TOTAL Street #33 Noble Clr From End of Street to Noble Dr				$34,897.30
	Street # 34 Oakwood Ave (Length 3,780', Width 38') From Andrew Jackson Way to Maysville Rd				

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
Item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
249	**424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick**	1,460	TON	$85.94	$125,472.40
250	**Milling 0-2" Total Mill**	17,100	SY	$1.59	$27,189.00
251	**414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)**	100	TON	$75.00	$7,500.00
252	**Manhole Riser**	12	EA	$300.00	$3,600.00
253	**Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)**	20	SY	$163.20	$3,264.00
254	**Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)**	110	LF	$60.18	$6,619.80
255	**Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)**	70	LF	$59.16	$4,141.20

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
256	**Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)**	2	EA	$1,836.00	$3,672.00
257	**Handicap Ramps with ADA Detectable Warning Pavers (All Width) TY2 Parallel Midblock (ALDOT Drawing SW-618 Index #736**	2	EA	$1,989.00	$3,978.00
258	**D Loops**	8	EA	$1,020.00	$8,160.00
259	**Solid Class 2 Traffic Stripe**	1.520	MI	$4,080.00	$6,201.60
260	**Solid Temporary Traffic Stripe**	3.040	MI	$1,428.00	$4,341.12
261	**Broken Class 2 Traffic Stripe**	1.430	MI	$2,550.00	$3,646.50
262	**Broken Temporary Traffic Stripe**	2.860	MI	$1,428.00	$4,084.08
263	**Traffic Control Markings**	930	SF	$7.65	$7,114.50
264	**Traffic Control Legends**	67.23	SF	$7.65	$514.31

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
265	**Raised Traffic Markers**	520	EA	$7.65	$3,978.00
	TOTAL Street # 34 Oakwood Ave From Andrew Jackson Way to Maysville Rd				$223,476.51
	Street #35 Pale Dawn Pl (Length 4,800', Width 26') From Cul-De-Sac to Carrington Blv				
266	**424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick**	1,200	TON	$87.86	$105,432.00
267	**Milling 0-2" Total Mill**	14,450	SY	$1.59	$22,975.50
268	**414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)**	200	TON	$75.00	$15,000.00
269	**Manhole Riser**	20	EA	$300.00	$6,000.00
270	**Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)**	27	SY	$163.20	$4,406.40
271	**Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)**	130	LF	$60.18	$7,823.40

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
272	**Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)**	250	LF	$59.16	$14,790.00
273	**Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)**	2	EA	$1,836.00	$3,672.00
	TOTAL Street #35 Pale Dawn Pl From Cul-De-Sac to Carrington Blv				$180,099.30
	Street #36 Pettus Cir (Length 360', Width 26') From End of Street to Pettus Dr				
274	**424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick**	150	TON	$110.85	$16,627.50
275	**Milling 0-2" Total Mill**	1,570	SY	$3.20	$5,024.00
276	**414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)**	15	TON	$50.00	$750.00
277	**Manhole Riser**	1	EA	$300.00	$300.00

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
278	**Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)**	40	SY	$163.20	$6,528.00
279	**Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)**	50	LF	$60.18	$3,009.00
280	**Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)**	80	LF	$59.16	$4,732.80
281	**Remove and Replace Concrete Crossdrain (MEET ADA COMPLIANCE)**	20	SY	$132.60	$2,652.00
282	**Handicap Ramps with ADA Detectable Warning Pavers (All Width) TY2A Parallel Midblock (ALDOT Drawing SW-618 Index #736**	2	EA	$1,989.00	$3,978.00
	TOTAL Street #36 Pettus Cir From End of Street to Pettus Dr				$43,601.30

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
Item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
	Street #37 Preston Ridge Dr (Length 2,100', Width 27') From End of Street to Broad Armstrong Dr				
283	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	540	TON	$92.01	$49,685.40
284	Milling 0-2" Total Mill	6,350	SY	$1.56	$9,906.00
285	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	150	TON	$75.00	$11,250.00
286	Dense Graded Base	75	TON	$35.00	$2,625.00
287	Manhole Riser	6	EA	$300.00	$1,800.00
288	Manhole Adjustment	1	EA	$1,000.00	$1,000.00
289	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	110	SY	$163.20	$17,952.00

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
Item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
290	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	170	LF	$60.18	$10,230.60
291	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	310	LF	$59.16	$18,339.60
292	Handicap Ramps with ADA Detectable Warning Pavers (All Width) TY2A Parallel Midblock (ALDOT Drawing SW-618 Index #736	2	EA	$1,989.00	$3,978.00
	TOTAL Street #37 Preston Ridge Dr From End of Street to Broad Armstrong Dr				$126,766.60
	Street #38 Red Mile Ct (Length 470', Width 26') From End of Street to Calumet Dr				
293	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	170	TON	$110.85	$18,844.50
294	Milling 0-2" Total Mill	1,890	SY	$3.20	$6,048.00
295	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	100	TON	$50.00	$5,000.00

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
296	Manhole Riser	2	EA	$300.00	$600.00
297	Manhole Adjustment	2	EA	$1,000.00	$2,000.00
298	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	80	LF	$60.18	$4,814.40
299	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	40	LF	$59.16	$2,366.40
300	Handicap Ramps with ADA Detectable Warning Pavers (All Width) TY2A Parallel Midblock (ALDOT Drawing SW-618 Index #736	2	EA	$1,989.00	$3,978.00
	TOTAL Street #38 Red Mile Ct From End of Street to Calumet Dr				$43,651.30
	Street #39 Sandusky St (Length 1,450', Width 26') From Gaslight Way to Darlington Rd				
301	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	370	TON	$104.40	$38,628.00

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
302	Milling 0-2" Total Mill	4,200	SY	$1.42	$5,964.00
303	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	100	TON	$50.00	$5,000.00
304	Dense Graded Base	50	TON	$35.00	$1,750.00
305	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	150	SY	$163.20	$24,480.00
306	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	40	LF	$60.18	$2,407.20
307	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	520	LF	$59.16	$30,763.20
	TOTAL Street #39 Sandusky St From Gaslight Way to Darlington Rd				$108,992.40

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1				
	Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
	Street #40 Slalom Run (Length 1,500', Width 26') From Barefoot Cir to Terry-Drake Rd ***(Totals Include the Extra Wide Radius and the Encircled Island)***				
308	**424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick**	570	TON	$92.01	$52,445.70
309	**Milling 0-2" Total Mill**	6,450	SY	$1.56	$10,062.00
310	**414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)**	125	TON	$50.00	$6,250.00
311	**Manhole Riser**	5	EA	$300.00	$1,500.00
312	**Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)**	70	LF	$60.18	$4,212.60
313	**Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)**	50	LF	$59.16	$2,958.00

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1				
	Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
314	**Handicap Ramps with ADA Detectable Warning Pavers (All Width) TY2A Parallel Midblock (ALDOT Drawing SW-618 Index #736**	2	EA	$1,989.00	$3,978.00
	TOTAL Street #40 Slalom Run From Barefoot Cir to Terry-Drake Rd				$81,406.30
	Street #41 Springhouse Rd (Length 4,160', Width 26') From End of Street to Carl T Jones Dr				
315	**424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick**	1,060	TON	$85.29	$90,407.40
316	**Milling 0-2" Total Mill**	12,520	SY	$1.59	$19,906.80
317	**414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)**	150	TON	$50.00	$7,500.00
318	**Manhole Riser**	6	EA	$300.00	$1,800.00
319	**Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)**	40	SY	$163.20	$6,528.00

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
320	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	80	LF	$60.18	$4,814.40
321	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	300	LF	$59.16	$17,748.00
322	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	1	EA	$1,836.00	$1,836.00
323	Handicap Ramps with ADA Detectable Warning Pavers (All Width) TY2A Parallel Midblock (ALDOT Drawing SW-618 Index #736	1	EA	$1,989.00	$1,989.00
324	Solid Class 2 Traffic Stripe	0.100	MI	$4,080.00	$408.00
325	Solid Temporary Traffic Stripe	0.200	MI	$1,428.00	$285.60
326	Traffic Control Markings	103	SF	$7.65	$787.95
327	Raised Traffic Markers	20	EA	$7.65	$153.00

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			

item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
	TOTAL Street #41 Springhouse Rd From End of Street to Carl T Jones Dr				**$154,164.15**
	Street #42 Andromedea Rd (Length 400', Width 20') From Chicamauga Trl to End of Street				
328	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	105	TON	$110.85	$11,639.25
329	Milling 0-2" Total Mill	950	SY	$3.20	$3,040.00
330	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	$50.00	$1,250.00
331	Dense Graded Base	25	TON	$35.00	$875.00
332	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	2	EA	$1,836.00	$3,672.00
	TOTAL Street #42 Andromedea Rd From Chicamauga Trl to End of Street				$20,476.25

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
	Street #43 Ben Giles Dr (Length 416', Width 26') From Memorial Pky to End of Street				
333	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	165	TON	$110.85	$18,290.25
334	Milling 0-2" Total Mill	1,750	SY	$3.20	$5,600.00
335	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	50	TON	$50.00	$2,500.00
336	Dense Graded Base	25	TON	$35.00	$875.00
337	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	15	SY	$163.20	$2,448.00
338	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	20	LF	$60.18	$1,203.60
339	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	60	LF	$59.16	$3,549.60

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
	TOTAL Street #43 Ben Giles Dr From Memorial Pky to End of Street				**$34,466.45**
	Street #44 Blackbird Dr (Length 1,020', Width 25') From Skylark Dr to End of Street				
340	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	325	TON	$104.40	$33,930.00
341	Milling 0-2" Total Mill	3,500	SY	$1.42	$4,970.00
342	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	75	TON	$50.00	$3,750.00
343	Dense Graded Base	50	TON	$35.00	$1,750.00
345	Manhole Adjustment	2	EA	$1,000.00	$2,000.00
346	S Type Inlet Remove and Replace	1	EA	$2,500.00	$2,500.00
347	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	10	SY	$163.20	$1,632.00

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
348	**Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)**	300	LF	$59.16	$17,748.00
	TOTAL Street #44 Blackbird Dr From Skylark Dr to End of Street				$68,280.00
	Street #45 Bleu Dr (Length 750', Width 26') From Shades Rd to Todd Mill Rd				
349	**424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick**	225	TON	$104.40	$23,490.00
350	**Milling 0-2" Total Mill**	2,400	SY	$3.20	$7,680.00
351	**414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)**	50	TON	$50.00	$2,500.00
352	**Dense Graded Base**	25	TON	$35.00	$875.00
353	**Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)**	20	SY	$163.20	$3,264.00

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
354	**Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)**	40	LF	$60.18	$2,407.20
355	**Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)**	180	LF	$59.16	$10,648.80
356	**Handicap Ramps with ADA Detectable Warning Pavers (All Width) TY2 Parallel Midblock (ALDOT Drawing SW-618 Index #736**	1	EA	$1,989.00	$1,989.00
357	**Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY3 Combination Midblock (ALDOT Drawing SW-618 Index #736)**	1	EA	$3,000.00	$3,000.00
	TOTAL Street #45 Bleu Dr From Shades Rd to Todd Mill Rd				$55,854.00
	Street #46 Boulevard South (Length 1,400', Width 32') From Benaroya Ln to End of Street				
358	**424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick**	450	TON	$92.01	$41,404.50

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
359	Milling 0-2" Total Mill	5,200	SY	$1.42	$7,384.00
360	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	$50.00	$1,250.00
361	Dense Graded Base	25	TON	$35.00	$875.00
	TOTAL Street #46 Boulevard South From Benaroya Ln to End of Street				$50,913.50
	Street #47 Cap Adkins (Length 8,650', Width 25') From Hobbs Island Rd to Hegia Burrow Rd				
362	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	2,125	TON	$85.34	$181,347.50
363	Milling 0-2" Total Mill	24,500	SY	$1.37	$33,565.00
364	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	500	TON	$75.00	$37,500.00
365	Dense Graded Base	200	TON	$35.00	$7,000.00

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
366	Solid Class 2 Traffic Stripe	4.910	MI	$4,080.00	$20,032.80
367	Solid Temporary Traffic Stripe	9.820	MI	$1,428.00	$14,022.96
368	Broken Class 2 Traffic Stripe	0.400	MI	$2,550.00	$1,020.00
369	Broken Temporary Traffic Stripe	0.800	MI	$1,428.00	$1,142.40
370	Raised Traffic Markers	440	EA	$7.65	$3,366.00
	TOTAL Street #47 Cap Adkins From Hobbs Island Rd to Hegia Burrow Rd				$298,996.66
	Street #48 Chimney Hollow Trl (Length 950', Width 26') From Astalot Dr to End of Street				
371	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	310	TON	$104.40	$32,364.00
372	Milling 0-2" Total Mill	3,500	SY	$1.42	$4,970.00
373	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	100	TON	$50.00	$5,000.00

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1				
	Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
374	Dense Graded Base	50	TON	$35.00	$1,750.00
375	Manhole Adjustment	1	EA	$1,000.00	$1,000.00
376	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	130	LF	$60.18	$7,823.40
377	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	230	LF	$59.16	$13,606.80
	TOTAL Street #48 Chimney Hollow Trl From Astalot Dr to End of Street				$66,514.20
	Street #49 Colchester Ave (Length 550', Width 26') From Saint Alban Blv to End of Street				
378	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	160	TON	$110.85	$17,736.00
379	Milling 0-2" Total Mill	1,650	SY	$3.20	$5,280.00

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1				
	Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
380	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	$50.00	$1,250.00
381	Dense Graded Base	25	TON	$35.00	$875.00
	TOTAL Street #49 Colchester Ave from Saint Alban Blv to End of Street				$25,141.00
	Street #50 Earlwood Dr (Length 1,000', Width 26') From Southhurst Dr to End of Street				
382	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	275	TON	$104.40	$28,710.00
383	Milling 0-2" Total Mill	3,000	SY	$1.42	$4,260.00
384	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	$50.00	$1,250.00
385	Dense Graded Base	25	TON	$35.00	$875.00
386	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	60	LF	$60.18	$3,610.80

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
	TOTAL Street #50 Earlwood Dr From Southhurst Dr to End of Street				**$38,705.80**
	Street #51 East Tupelo Dr (Length 500', Width 28') From Jessamine Ln to End of Street				
387	**424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick**	**205**	**TON**	**$104.40**	**$21,402.00**
388	**Milling 0-2" Total Mill**	**2,200**	**SY**	**$3.20**	**$7,040.00**
389	**414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)**	**25**	**TON**	**$50.00**	**$1,250.00**
390	**Dense Graded Base**	**25**	**TON**	**$35.00**	**$875.00**
391	**Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)**	**20**	**LF**	**$60.18**	**$1,203.60**
392	**Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)**	**20**	**LF**	**$59.16**	**$1,183.20**

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
393	**Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)**	**2**	**EA**	**$1,836.00**	**$3,672.00**
	TOTAL Street #51 East Tupleo Dr From Jessamine Ln to End of Street				**$36,625.80**
	Street #52 Ells Rd (Length 3,550', Width 26') From Yorkshire Dr to Oak Dairy Ln				
394	**424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick**	**900**	**TON**	**$86.62**	**$77,958.00**
395	**Milling 0-2" Total Mill**	**10,500**	**SY**	**$1.47**	**$15,435.00**
396	**414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)**	**100**	**TON**	**$50.00**	**$5,000.00**
397	**Dense Graded Base**	**50**	**TON**	**$35.00**	**$1,750.00**
398	**Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)**	**70**	**LF**	**$60.18**	**$4,212.60**

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
399	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	170	LF	$59.16	$10,057.20
400	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	2	EA	$1,836.00	$3,672.00
401	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Perpendicular Midblock (ALDOT Drawing SW-618 Index #735)	2	EA	$1,836.00	$3,672.00
402	Raised Traffic Markers	20	EA	$7.65	$153.00
	TOTAL Street #52 Ells Rd From Yorkshire Dr to Oak Dairy Ln				$121,909.80
	Street #53 Ensley Dr (Length 3,300', Width 26') From Logan Dr to Logan Dr				
403	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	890	TON	$86.62	$77,091.80
404	Milling 0-2" Total Mill	10,250	SY	$1.47	$15,067.50

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
405	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	100	TON	$50.00	$5,000.00
406	Dense Graded Base	25	TON	$35.00	$875.00
407	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	35	SY	$163.20	$5,712.00
408	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	60	LF	$60.18	$3,610.80
409	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	90	LF	$59.16	$5,324.40
410	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	4	EA	$1,836.00	$7,344.00
411	Solid Class 2 Traffic Stripe	0.060	MI	$4,080.00	$244.80
412	Solid Temporary Traffic Stripe	0.120	MI	$1,428.00	$171.36

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
413	**Raised Traffic Markers**	**20**	**EA**	**$7.65**	**$153.00**
	TOTAL Street #53 Ensley Dr From Logan Dr to Logan Dr				**$120,594.66**
	Street #54 Epping Pl (Length 160', Width 27') From Greentree Trl To End of Street				
414	**424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick**	**125**	**TON**	**$110.85**	**$13,856.25**
415	**Milling 0-2" Total Mill**	**1,160**	**SY**	**$3.20**	**$3,712.00**
416	**414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)**	**50**	**TON**	**$50.00**	**$2,500.00**
417	**Dense Graded Base**	**50**	**TON**	**$35.00**	**$1,750.00**
	TOTAL Street #54 Epping Pl From Greentree Trl to End of Street				**$21,818.25**
	Street #55 Hearthstone Cir (Length 200', Width 25') From Wynterhall Rd to Cul-De-Sac				

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**

418	**424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick**	**115**	**TON**	**$110.85**	**$12,747.75**
419	**Milling 0-2" Total Mill**	**1,100**	**SY**	**$3.20**	**$3,520.00**
420	**414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)**	**25**	**TON**	**$50.00**	**$1,250.00**
421	**Dense Graded Base**	**25**	**TON**	**$35.00**	**$875.00**
422	**Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)**	**25**	**SY**	**$163.20**	**$4,080.00**
423	**Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)**	**15**	**LF**	**$60.18**	**$902.70**
424	**Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)**	**20**	**LF**	**$59.16**	**$1,183.20**
	TOTAL Street #55 Hearthstone Cir From Wynterhall Rd to Cul-De-Sac				**$24,558.65**

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
	Street #56 Kingston Ct (Length 250', Width 28') From Mathis Dr to End of Street				
425	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	150	TON	$110.85	$16,627.50
426	Milling 0-2" Total Mill	1,450	SY	$3.20	$4,640.00
427	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	$50.00	$1,250.00
428	Dense Graded Base	25	TON	$35.00	$875.00
429	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	70	LF	$60.18	$4,212.60
430	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	115	LF	$59.16	$6,803.40
	TOTAL Street #56 Kingston Ct From Mathis Dr to End of Street				$34,408.50

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
	Street #57 Lantern Walk SE (Length 1,200', Width 26') From Wynterhall Rd to Chaney Thompson Rd				
431	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	350	TON	$104.40	$36,540.00
432	Milling 0-2" Total Mill	3,600	SY	$1.42	$5,112.00
433	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	100	TON	$50.00	$5,000.00
434	Dense Graded Base	25	TON	$35.00	$875.00
435	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	80	LF	$60.18	$4,814.40
436	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	260	LF	$59.16	$15,381.60

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
437	**Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)**	2	EA	$1,836.00	$3,672.00
	TOTAL Street #57 Lantern Walk SE From Wynterhall Rd to Chaney Thompson Rd				$71,395.00
	Street #58 Marinawoods Dr (Length 1,280', Width 28') From Memorial Pky to Hobbs Rd				
438	**424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick**	365	TON	$104.40	$38,106.00
439	**Milling 0-2" Total Mill**	4,140	SY	$1.42	$5,878.80
440	**414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)**	100	TON	$50.00	$5,000.00
441	**Dense Graded Base**	50	TON	$35.00	$1,750.00
442	**Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)**	150	LF	$59.16	$8,874.00

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
443	**Remove and Replace Concrete Crossdrain (MEET ADA COMPLIANCE)**	20	SY	$132.60	$2,652.00
444	**Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)**	2	EA	$1,836.00	$3,672.00
	TOTAL Street #58 Marinawoods Dr From Memorial Pky to Hobbs Rd				$65,932.80
	Street #59 Mohican Dr (Length 175', Width 27') From Chicamauga Trl to End of Street				
445	**424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick**	75	TON	$110.85	$8,313.75
446	**Milling 0-2" Total Mill**	650	SY	$3.20	$2,080.00
447	**414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)**	25	TON	$50.00	$1,250.00
448	**Dense Graded Base**	25	TON	$35.00	$875.00

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1				
	Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
449	**Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)**	22	SY	$163.20	$3,590.40
450	**Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)**	30	LF	$59.16	$1,774.80
	TOTAL Street #59 Mohican Dr From Chicamauga Trl to End of Street				$17,883.95
	Street #60 Seasons Ct (Length 240', Width 27') From Wynsom Dr to End of Street				
451	**424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick**	140	TON	$110.85	$15,519.00
452	**Milling 0-2" Total Mill**	1,350	SY	$3.20	$4,320.00
453	**414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)**	25	TON	$50.00	$1,250.00
454	**Dense Graded Base**	25	TON	$35.00	$875.00

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1				
	Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
455	**Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)**	30	LF	$60.18	$1,805.40
	TOTAL Street #60Seasons Ct From Wynsom Dr to End of Street				$23,769.40
	Street #61 Sutton Rd (Length 2,700', Width 81') From US 431 Hwy to Old Big Cove Rd				
456	**424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick**	2,200	TON	$85.34	$187,748.00
457	**Milling 0-2" Total Mill**	25,500	SY	$1.37	$34,935.00
458	**414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)**	100	TON	$50.00	$5,000.00
459	**Dense Graded Base**	25	TON	$35.00	$875.00
460	**Q Loops**	9	EA	$1,275.00	$11,475.00
461	**Solid Class 2 Traffic Stripe**	0.800	MI	$4,080.00	$3,264.00

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1				
	Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
462	Solid Temporary Traffic Stripe	1.600	MI	$1,428.00	$2,284.80
463	Broken Class 2 Traffic Stripe	3.400	MI	$2,550.00	$8,670.00
464	Broken Temporary Traffic Stripe	6.700	MI	$1,428.00	$9,567.60
465	Traffic Control Markings	5602	SF	$7.65	$42,855.30
466	Traffic Control Legends	360	SF	$7.65	$2,754.00
467	Raised Traffic Markers	875	EA	$7.65	$6,693.75
468	Dotted Traffic Stripe	1150	LF	$3.06	$3,519.00
	TOTAL Street #61 Sutton Rd From US 431 Hwy to Old Big Cove Rd				$319,641.45
	Street #62 Thornmor Dr (Length 875', Width 28') From Villaret Dr to Villaret Dr				
469	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	265	TON	$104.40	$27,666.00

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1				
	Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
470	Milling 0-2" Total Mill	2,900	SY	$3.20	$9,280.00
471	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	$50.00	$1,250.00
472	Dense Graded Base	25	TON	$35.00	$875.00
473	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	24	SY	$163.20	$3,916.80
474	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	60	LF	$60.18	$3,610.80
475	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	100	LF	$59.16	$5,916.00
476	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY3 Combination Midblock (ALDOT Drawing SW-618 Index #736)	2	EA	$2,500.00	$5,000.00
	TOTAL Street #62 Thornmor Dr From Villaret Dr to Villaret Dr				$57,514.60

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
	Street #63 Valley Ln (Length 2,100', Width 27') From Weatherly Rd to End of Street				
477	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	680	TON	$89.93	$61,152.40
478	Milling 0-2" Total Mill	7,500	SY	$1.56	$11,700.00
479	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	500	TON	$50.00	$25,000.00
480	Dense Graded Base	100	TON	$35.00	$3,500.00
481	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	45	SY	$163.20	$7,344.00
482	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	40	LF	$60.18	$2,407.20
483	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	100	LF	$59.16	$5,916.00

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
484	Speed Table Install/22' Flat Topped	3	EA	$6,494.24	$19,482.72
485	Solid Class 2 Traffic Stripe	1.040	MI	$4,080.00	$4,243.20
486	Solid Temporary Traffic Stripe	2.080	MI	$1,428.00	$2,970.24
	TOTAL Street #63 Valley Ln From Weatherly Rd to End of Street				**$143,715.76**
	Street #64 Villaret Dr (Length 7,000', Width 26') From Southpark Blv to End of Street				
487	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	1,770	TON	$88.15	$156,025.50
488	Milling 0-2" Total Mill	20,800	SY	$1.49	$30,992.00
489	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	100	TON	$50.00	$5,000.00
490	Dense Graded Base	25	TON	$35.00	$875.00

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
491	**Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)**	110	SY	$163.20	$17,952.00
492	**Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)**	175	LF	$60.18	$10,531.50
493	**Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)**	220	LF	$59.16	$13,015.20
494	**Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)**	2	EA	$1,836.00	$3,672.00
495	**Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY3 Combination Midblock (ALDOT Drawing SW-618 Index #736)**	2	EA	$2,500.00	$5,000.00
	TOTAL Street #64 Villaret Dr From Southpark Blv to End of Street				$243,063.20
	Street #65 Weatherly Rd (Length 2,900', Width 24') From Bailey Cove Rd to Valley Ln				

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
496	**424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick**	685	TON	$89.93	$61,602.05
497	**Milling 0-2" Total Mill**	8,000	SY	$1.56	$12,480.00
498	**414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)**	50	TON	$50.00	$2,500.00
499	**Dense Graded Base**	25	TON	$35.00	$875.00
500	**Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)**	100	LF	$60.18	$6,018.00
501	**Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)**	180	LF	$59.16	$10,648.80
502	**Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)**	4	EA	$1,836.00	$7,344.00

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of construtions by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
503	**Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY3 Combination Midblock (ALDOT Drawing SW-618 Index #736)**	2	EA	$3,000.00	$6,000.00
504	**Solid Class 2 Traffic Stripe**	2.080	MI	$4,080.00	$8,486.40
505	**Solid Temporary Traffic Stripe**	4.160	MI	$1,428.00	$5,940.48
506	**Broken Class 2 Traffic Stripe**	0.020	MI	$2,550.00	$51.00
507	**Broken Temporary Traffic Stripe**	0.040	MI	$1,428.00	$57.12
508	**Traffic Control Markings**	638	SF	$7.65	$4,880.70
509	**Traffic Control Legends**	17	SF	$7.65	$130.05
510	**Raised Traffic Markers**	100	EA	$7.65	$765.00
	TOTAL Street #65 Weatherly Rd From Bailey Cove Rd to Valley Ln				$127,778.60
	Street #66 Avery Ave (Length 830', Width 26') From Binderton Pl to McCalley Pl				

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of construtions by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
511	**424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick**	230	TON	$104.40	$24,012.00
512	**Milling 0-2" Total Mill**	2,400	SY	$3.20	$7,680.00
513	**414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)**	15	TON	$50.00	$750.00
514	**Manhole Riser**	2	EA	$300.00	$600.00
515	**Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)**	170	SY	$163.20	$27,744.00
516	**Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)**	50	LF	$60.18	$3,009.00
517	**Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)**	400	LF	$59.16	$23,664.00

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
518	**Remove and Replace Concrete Crossdrain (MEET ADA COMPLIANCE)**	25	SY	$132.60	$3,315.00
519	**Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)**	4	EA	$1,836.00	$7,344.00
520	**Speed Cushions/Remove Only**	1	EA	$350.00	$350.00
521	**Speed Table Install/22' Flat Topped**	1	EA	$6,494.24	$6,494.24
	TOTAL Street #66 Avery Ave From Binderton Pl to McCalley Pl				$104,962.24
	Street #67 Arthur St (Length 1,570', Width 23') From Karter St to Saundralane Dr				
522	**424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick**	360	TON	$104.40	$37,584.00
523	**Milling 0-2" Total Mill**	4,040	SY	$1.42	$5,736.80

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
524	**414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)**	100	TON	$50.00	$5,000.00
525	**Manhole Riser**	6	EA	$300.00	$1,800.00
526	**Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)**	50	SY	$163.20	$8,160.00
527	**Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)**	320	EA	$59.16	$18,931.20
	TOTAL Street #67 Arthur St From Karter St to Saundralane Dr				$77,212.00
	Street #68 Billie Watkins St (Length 1,360', Width 26') From Marsheutz Ave to Bob Wallace Ave				
528	**424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick**	350	TON	$104.40	$36,540.00
529	**Milling 0-2" Total Mill**	3,940	SY	$1.42	$5,594.80

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
530	**414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)**	75	TON	$50.00	$3,750.00
531	**Manhole Riser**	5	EA	$300.00	$1,500.00
532	**Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)**	90	SY	$163.20	$14,688.00
533	**Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)**	80	LF	$60.18	$4,814.40
534	**Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)**	200	LF	$59.16	$11,832.00
535	**Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)**	2	EA	$1,836.00	$3,672.00
536	**Handicap Ramps with ADA Detectable Warning Pavers (All Width) TY2A Parallel Midblock (ALDOT Drawing SW-618 Index #736**	2	EA	$1,989.00	$3,978.00

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**

537	**Solid Class 2 Traffic Stripe**	0.080	MI	$4,080.00	$326.40
538	**Solid Temporary Traffic Stripe**	0.160	MI	$1,428.00	$228.48
539	**Traffic Control Markings**	272	SF	$7.65	$2,080.80
540	**Traffic Control Legends**	22.41	SF	$7.65	$171.44
541	**Raised Traffic Markers**	20	EA	$7.65	$153.00
	TOTAL Street #678 Billie Watkins St From Marsheutz Ave to Bob Wallace Ave				$89,329.32
	Street #69 Brickell Rd (Length 2,260', Width 26') From End of Street to Holmes Ave				
542	**424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick**	550	TON	$92.01	$50,605.50
543	**Milling 0-2" Total Mill**	6,540	SY	$1.42	$9,286.80
544	**414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)**	75	TON	$50.00	$3,750.00

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
545	Manhole Riser	5	EA	$300.00	$1,500.00
546	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	90	SY	$163.20	$14,688.00
547	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	230	LF	$60.18	$13,841.40
548	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	300	LF	$59.16	$17,748.00
549	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	2	EA	$1,836.00	$3,672.00
550	Speed Cushions/Remove Only	2	EA	$350.00	$700.00
551	Speed Table Install/22' Flat Topped	2	EA	$6,494.24	$12,988.48
552	Traffic Control Markings	185	SF	$7.65	$1,415.25

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
	TOTAL Street #69 Brickell Rd From End of Street to Holmes Ave				**$130,195.43**
	Street #70 Brown St (Length 760', Width 20') From End of Street to Clinton Ave				
553	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	150	TON	$110.85	$16,627.50
554	Milling 0-2" Total Mill	1,700	SY	$3.20	$5,440.00
555	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	10	TON	$50.00	$500.00
556	Manhole Riser	3	EA	$300.00	$900.00
557	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	15	SY	$163.20	$2,448.00
558	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	10	LF	$59.16	$591.60

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1				
	Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
559	Traffic Control Markings	40	SF	$7.65	$306.00
	TOTAL Street #71 Brown St From End of Street to Clinton Ave				**$26,813.10**
	Street #71 Central Ave (Length 700', Width 26') From Whitesburg Dr to California St				
560	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	180	TON	$110.85	$19,953.00
561	Milling 0-2" Total Mill	2,050	SY	$3.20	$6,560.00
562	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	$50.00	$1,250.00
563	Manhole Riser	3	EA	$300.00	$900.00
564	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	90	SY	$163.20	$14,688.00
565	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	30	LF	$60.18	$1,805.40

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1				
	Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
566	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	90	LF	$59.16	$5,324.40
567	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	2	EA	$1,836.00	$3,672.00
568	Traffic Control Markings	30	SF	$7.65	$229.50
	TOTAL Street #71 Central Ave From Whitesburg Dr to Callfornia St				**$54,382.30**
	Street #72 Clayrest Dr (Length 1,200', Length 26') From End of Street to Henderson Rd				
569	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	315	TON	$104.40	$32,886.00
570	Milling 0-2" Total Mill	3,500	SY	$1.42	$4,970.00
571	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	$50.00	$1,250.00

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
572	Dense Graded Base	25	TON	$35.00	$875.00
573	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	140	SY	$163.20	$22,848.00
574	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	30	LF	$60.18	$1,805.40
575	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	120	LF	$59.16	$7,099.20
576	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	2	EA	$1,836.00	$3,672.00
	TOTAL Street #72 Clayrest Dr From End of Street to Henderson Rd				$75,405.60
	Street #73 Dyshell Dr (Length 770', Width 36') From Judith Ln to Jordan Ln				

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	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
577	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	300	TON	$104.40	$31,320.00
578	Milling 0-2" Total Mill	3,280	SY	$1.42	$4,657.60
579	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	$50.00	$1,250.00
580	Dense Graded Base	25	TON	$35.00	$875.00
	TOTAL Street #73 Dyshell Dr From Judith Ln to Jordan Ln				$38,102.60
	Street #74 Fairacres Rd (Length 4,250', Width 26') From Hale Dr to Bob Wallace Ave				
581	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	1,100	TON	$85.29	$93,819.00
582	Milling 0-2" Total Mill	12,450	SY	$1.59	$19,795.50

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1				
	Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
583	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	150	TON	$50.00	$7,500.00
584	Dense Graded Base	75	TON	$35.00	$2,625.00
585	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	115	SY	$163.20	$18,768.00
586	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	50	LF	$60.18	$3,009.00
587	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	300	LF	$59.16	$17,748.00
588	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	1	EA	$1,836.00	$1,836.00
589	Solid Class 2 Traffic Stripe	0.080	MI	$4,080.00	$326.40
590	Temporary Class 2 Traffic Stripe	0.160	MI	$1,428.00	$228.48

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1				
	Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
591	Traffic Control Markings	473	SF	$7.65	$3,618.45
592	Traffic Control Legends	45	SF	$7.65	$344.25
593	Raised Traffic Markers	120	EA	$7.65	$918.00
	TOTAL Street #74 Fairacres Rd From Hale Dr to Bob Wallace Ave				**$170,536.08**
	Street #75 Foster Ave (Length 720', Width 26') From Eunice St to Penny St				
594	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	260	TON	$104.40	$27,144.00
595	Milling 0-2" Total Mill	3,000	SY	$1.42	$4,260.00
596	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	75	TON	$50.00	$3,750.00
597	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	90	SY	$163.20	$14,688.00

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
598	**Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)**	20	LF	$60.18	$1,203.60
599	**Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)**	80	LF	$59.16	$4,732.80
600	**Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)**	1	EA	$1,836.00	$1,836.00
601	**Raised Traffic Markers**	15	EA	$7.65	$114.75
	TOTAL Street #75 Foster Ave From Eunice St to Penny St				$57,729.15
	Street #76 Gleneagles Dr (Length 605', Width 27') From Balmoral Dr to End of Street				
602	**424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick**	230	TON	$104.40	$24,012.00
603	**Milling 0-2" Total Mill**	2,550	SY	$3.20	$8,160.00

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
604	**414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)**	25	TON	$50.00	$1,250.00
605	**Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)**	130	SY	$163.20	$21,216.00
606	**Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)**	100	LF	$60.18	$6,018.00
607	**Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)**	100	LF	$59.16	$5,916.00
608	**Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)**	2	EA	$1,836.00	$3,672.00
	TOTAL Street #76 Gleneagles Dr From Balmoral Dr to End of Street				$70,244.00
	Street #77 Hermitage Wood Dr (Length 1,000', Width 26') From Marsh Ave to End of Street				

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	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
609	**424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick**	275	TON	$104.40	$28,710.00
610	**Milling 0-2" Total Mill**	3,000	SY	$1.42	$4,260.00
611	**414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)**	75	TON	$50.00	$3,750.00
612	**Dense Graded Base**	25	TON	$35.00	$875.00
613	**Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)**	145	SY	$163.20	$23,664.00
614	**Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)**	30	LF	$60.18	$1,805.40
615	**Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)**	130	LF	$59.16	$7,690.80

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**

616	**Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)**	2	EA	$1,836.00	$3,672.00
	TOTAL Street #77 Hermitage Wood Dr From Marsh Ave to End of Street				$74,427.20
	Street #78 Hillcrest Ct (Length 608',Width 20') From Triana Blv to Triana Blv				
617	**424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick**	130	TON	$110.85	$14,410.50
618	**Milling 0-2" Total Mill**	1,450	SY	$3.20	$4,640.00
619	**414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)**	25	TON	$50.00	$1,250.00
620	**Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)**	80	LF	$60.18	$4,814.40
621	**Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)**	60	LF	$59.16	$3,549.60

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
622	**Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)**	4	EA	$1,836.00	$7,344.00
	TOTAL Street #78 Hillcrest Ct From Triana Blv to Triana Blv				$36,008.50
	Street #79 Hunt Dr (Length 1,235', Width 26') From Brickell Rd to Speake Rd				
623	**424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick**	330	TON	$104.40	$34,452.00
624	**Milling 0-2" Total Mill**	3,650	SY	$1.42	$5,183.00
625	**414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)**	50	TON	$50.00	$2,500.00
626	**Dense Graded Base**	25	TON	$35.00	$875.00
627	**Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)**	130	SY	$163.20	$21,216.00

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**

628	**Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)**	100	LF	$59.16	$5,916.00
629	**Speed Cushions/Removal Only**	1	EA	$350.00	$350.00
	TOTAL Street #79 Hunt Dr From Brickell Rd to Speake Rd				$70,492.00
	Street #80 Langford Ave (Length 1,200', Width 22') From Jackson St to Brown St				
630	**424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick**	280	TON	$104.40	$29,232.00
631	**Milling 0-2" Total Mill**	3,000	SY	$1.42	$4,260.00
632	**414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)**	15	TON	$50.00	$750.00
633	**Manhole Riser**	3	EA	$300.00	$900.00

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
634	**Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)**	30	SY	$163.20	$4,896.00
635	**Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)**	100	LF	$59.16	$5,916.00
636	**Solid Class 2 Traffic Stripe**	0.010	MI	$4,080.00	$40.80
637	**Solid Temporary Traffic Stripe**	0.020	MI	$1,428.00	$28.56
	TOTAL Street #80 Langford Ave From Jackson St to Brown St				$46,023.36
	Street #81 Lilac Cir (Length 630', Width 26') From End of Street to Buttercup Dr				
638	**424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick**	230	TON	$104.40	$24,012.00
639	**Milling 0-2" Total Mill**	2,400	SY	$3.20	$7,680.00
640	**414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)**	25	TON	$50.00	$1,250.00

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
641	**Manhole Riser**	4	EA	$300.00	$1,200.00
642	**Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)**	100	SY	$163.20	$16,320.00
643	**Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)**	200	LF	$59.16	$11,832.00
	TOTAL Street #81 Lilac Cir From End of Street to Buttercup Dr				$62,294.00
	Street #82 McClung Dr (Length 2,000, Width 35') From Adams St to California St				
644	**424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick**	700	TON	$89.93	$62,951.00
645	**Milling 0-2" Total Mill**	8,000	SY	$1.56	$12,480.00
646	**414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)**	75	TON	$50.00	$3,750.00

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
647	Dense Graded Base	25	TON	$35.00	$875.00
648	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	85	SY	$163.20	$13,872.00
649	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	215	LF	$60.18	$12,938.70
650	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	315	LF	$59.16	$18,635.40
651	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY2 Blended Corner (ALDOT Drawing SW-618 Index #735)	1	EA	$1,989.00	$1,989.00
652	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Perpendicular Midblock (ALDOT Drawing SW-618 Index #735)	1	EA	$1,836.00	$1,836.00
653	Solid Class 2 Traffic Stripe	0.090	MI	$4,080.00	$367.20
654	Solid Temporary Traffic Stirpe	0.180	MI	$1,428.00	$257.04

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			

item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
655	Traffic Control Markings	175	SF	$7.65	$1,338.75
656	Traffic Control Legends	23	SF	$7.65	$175.95
	TOTAL Street #82 McClung Dr From Adams St to California St				**$131,466.04**
	Street #83 North Rose Dr (Length 1,550', Width 18') From Ninth Ave to Pine Ave				
657	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	300	TON	$104.40	$31,320.00
658	Milling 0-2" Total Mill	3,250	SY	$1.42	$4,615.00
659	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	50	TON	$50.00	$2,500.00
660	Dense Graded Base	25	TON	$35.00	$875.00
661	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	12	SY	$163.20	$1,958.40

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
662	**Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)**	30	LF	$60.18	$1,805.40
663	**Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)**	15	LF	$59.16	$887.40
664	**Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)**	2	EA	$1,836.00	$3,672.00
665	**Traffic Control Markings**	132	SF	$7.65	$1,009.80
	TOTAL Street #83 North Rose Dr From Ninth Ave to Pine Ave				$48,643.00
	Street #84 Oak Glen Ter (Length 450', Width 26') From Squaw Valley Dr to End of Street				
666	**424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick**	185	TON	$110.85	$20,507.25
667	**Milling 0-2" Total Mill**	1,950	SY	$3.20	$6,240.00

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
668	**414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)**	25	TON	$50.00	$1,250.00
669	**Dense Graded Base**	25	TON	$35.00	$875.00
670	**Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)**	80	SY	$163.20	$13,056.00
671	**Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)**	90	LF	$60.18	$5,416.20
672	**Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)**	40	LF	$59.16	$2,366.40
673	**Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)**	2	EA	$1,836.00	$3,672.00
	TOTAL Street #84 Oak Glen Ter From Squaw Valley Dr to End of Street				$53,382.85

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
	Street #85 Pepperwood Cir (Length 338', Width 26') From Eagletree Ln to Cul-De-Sac				
674	**424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick**	170	TON	$110.85	$18,844.50
675	**Milling 0-2" Total Mill**	1,700	SY	$3.20	$5,440.00
676	**414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)**	25	TON	$50.00	$1,250.00
677	**Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)**	60	SY	$163.20	$9,792.00
678	**Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)**	80	LF	$60.18	$4,814.40
679	**Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)**	80	LF	$59.16	$4,732.80

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**

680	**Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)**	2	EA	$1,836.00	$3,672.00
	TOTAL Street #85 Pepperwood Cir From Eagletree Ln to Cul-De-Sac				$48,545.70
	Street #86 Rainey Dr (Length 150', Width 27') From Crestwood Dr to End of Street				
681	**424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick**	75	TON	$110.85	$8,313.75
682	**Milling 0-2" Total Mill**	550	SY	$3.20	$1,760.00
683	**414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)**	25	TON	$50.00	$1,250.00
684	**Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)**	50	SY	$163.20	$8,160.00
685	**Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)**	40	LF	$59.16	$2,366.40

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
	TOTAL Street #86 Rainey Dr From Crestwood Dr to End of Street				**$21,850.15**
	Street #87 Roland Rd (Length 755', Width 27') From Newby Rd to First St				
686	**424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick**	**225**	**TON**	**$104.40**	**$23,490.00**
687	**Milling 0-2" Total Mill**	**2,400**	**SY**	**$3.20**	**$7,680.00**
688	**414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)**	**50**	**TON**	**$50.00**	**$2,500.00**
689	**Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)**	**17**	**SY**	**$163.20**	**$2,774.40**
690	**Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)**	**40**	**LF**	**$60.18**	**$2,407.20**
691	**Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)**	**50**	**LF**	**$59.16**	**$2,958.00**

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
692	**Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)**	**2**	**EA**	**$1,836.00**	**$3,672.00**
	TOTAL Street #87 Roland Rd From Newby Rd to First St				**$45,481.60**
	Street #88 Tulip Ln (Length 210', Width 26') From End of Street to Lilac Cir				
693	**424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick**	**70**	**TON**	**$110.85**	**$7,759.50**
694	**Milling 0-2" Total Mill**	**620**	**SY**	**$3.20**	**$1,984.00**
695	**414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)**	**10**	**TON**	**$50.00**	**$500.00**
696	**Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)**	**11**	**SY**	**$163.20**	**$1,795.20**

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
697	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	15	LF	$59.16	$887.40
698	Remove and Replace Concrete Crossdrain (MEET ADA COMPLIANCE)	12	SY	$132.60	$1,591.20
	TOTAL Street #88 Tulip Ln From End of Street to Lilac Cir				$14,517.30
	Street #89 Westbury Dr (Length 2,030', Width 26') From Chadwell Rd to Whitesburg Dr				
699	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	525	TON	$92.01	$48,305.25
700	Milling 0-2" Total Mill	6,100	SY	$1.56	$9,516.00
701	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	$50.00	$1,250.00
702	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	120	SY	$163.20	$19,584.00

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
703	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	120	LF	$60.18	$7,221.60
704	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	200	LF	$59.16	$11,832.00
705	Remove and Replace Concrete Crossdrain (MEET ADA COMPLIANCE)	80	SY	$132.60	$10,608.00
706	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	2	EA	$1,836.00	$3,672.00
707	Speed Table Install/ 22' Flat Topped	2	EA	$6,494.24	$12,988.48
708	Solid Class 2 Traffic Stripe	0.060	MI	$4,080.00	$244.80
709	Solid Temporary Traffic Stripe	0.120	MI	$1,428.00	$171.36
710	Traffic Control Markings	50	SF	$7.65	$382.50

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
711	**Raised Traffic Markers**	40	EA	$7.65	$306.00
	TOTAL Street #89 Westbury Dr From Chadwell Rd to Whitesburg Dr				$126,081.99
	Street #90 West Ferry Way (Length 733', Width 26') From Leeman Ferry Rd to End of Street				
712	**424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick**	250	TON	$104.40	$26,100.00
713	**Milling 0-2" Total Mill**	2,700	SY	$3.20	$8,640.00
714	**414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)**	25	TON	$50.00	$1,250.00
715	**Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)**	40	SY	$163.20	$6,528.00
716	**Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)**	40	LF	$59.16	$2,366.40

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
	TOTAL Street #90 West Ferry Way From Leeman Ferry Rd to End of Street				$44,884.40
	Street #91 West Oak Way (Length 600', Width 26') From End of Street to End of Street *(Totals Include Both Cul-De-Sacs)*				
717	**424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick**	270	TON	$104.40	$28,188.00
718	**Milling 0-2" Total Mill**	2,880	SY	$3.20	$9,216.00
719	**414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)**	50	TON	$50.00	$2,500.00
720	**Manhole Riser**	3	EA	$300.00	$900.00
721	**Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)**	82	SY	$163.20	$13,382.40
722	**Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)**	30	LF	$60.18	$1,805.40

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
723	**Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)**	120	LF	$59.16	$7,099.20
	TOTAL Street # 91 West Oak Way From End of Street to End of Street				$63,091.00
	Street #92 Woodridge St (Length1,787', Width 27') From Westbury Dr to Jones Valley Dr				
724	**424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick**	475	TON	$92.01	$43,704.75
725	**Milling 0-2" Total Mill**	5,520	SY	$1.42	$7,838.40
726	**414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)**	25	TON	$50.00	$1,250.00
727	**Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)**	100	SY	$163.20	$16,320.00
728	**Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)**	40	LF	$60.18	$2,407.20

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
729	**Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)**	180	LF	$59.16	$10,648.80
730	**Remove and Replace Concrete Crossdrain (MEET ADA COMPLIANCE)**	20	SY	$132.60	$2,652.00
731	**Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)**	2	EA	$1,836.00	$3,672.00
	TOTAL Street #92 Woodridge St From Westbury Dr to Jones Valley Dr				$88,493.15
	Street #93 Bristol Ct (Length 170', Width 27') From Barren Fork Blv to End of Street				
732	**424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick**	125	TON	$110.85	$13,856.25
733	**Milling 0-2" Total Mill**	1,150	SY	$3.20	$3,680.00

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
734	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	$50.00	$1,250.00
735	Dense Graded Base	25	TON	$35.00	$875.00
736	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	10	SY	$163.20	$1,632.00
737	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	30	LF	$60.18	$1,805.40
738	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	50	LF	$59.16	$2,958.00
739	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	2	EA	$1,836.00	$3,672.00
	TOTAL Street #93 Bristol Ct From Barren Fork Blv to End of Street				$29,728.65
	Street #94 Cotton Row (Length 1,840', Width 27') From Sparkman Dr to End of Street				

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
740	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	540	TON	$92.01	$49,685.40
741	Milling 0-2" Total Mill	6,200	SY	$1.56	$9,672.00
742	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	75	TON	$50.00	$3,750.00
743	Dense Graded Base	25	TON	$35.00	$875.00
744	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	180	SY	$163.20	$29,376.00
745	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	80	LF	$60.18	$4,814.40
746	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	280	LF	$59.16	$16,564.80

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
Item #	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
747	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	2	EA	$1,836.00	$3,672.00
748	Traffic Control Markings	30	SF	$7.65	$229.50
	TOTAL Street #94 Cotton Row From Sparkman Dr to End of Street				$118,639.10
	Street #95 Daugette Dr (Length 1,850', Width 26') From Dailey Ter to Calvert Rd				
749	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	475	TON	$92.01	$43,704.75
750	Milling 0-2" Total Mill	5,500	SY	$1.42	$7,810.00
751	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	75	TON	$50.00	$3,750.00
752	Dense Graded Base	25	TON	$35.00	$875.00

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
Item #	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
753	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	115	SY	$163.20	$18,768.00
754	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	150	LF	$59.16	$8,874.00
	TOTAL Street #95 Daugette Dr From Dailey Ter to Calvert Rd				$83,781.75
	Street #96 Deer Bridge Dr (Length 800', Width 27') From Willow Bluff Dr to End of Street				
755	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	280	TON	$104.40	$29,232.00
756	Milling 0-2" Total Mill	3,100	SY	$1.42	$4,402.00
757	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	50	TON	$50.00	$2,500.00
758	Dense Graded Base	25	TON	$35.00	$875.00

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1				
	Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
759	**Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)**	20	SY	$163.20	$3,264.00
760	**Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)**	30	LF	$60.18	$1,805.40
761	**Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)**	40	LF	$59.16	$2,366.40
762	**Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)**	2	EA	$1,836.00	$3,672.00
	TOTAL Street #96 Deer Bridge Dr From Willow Bluff Dr to End of Street				$48,116.80
	Street #97 Evangel Dr (Length 1,350', Width 20') From University Dr to Executive Dr				
763	**424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick**	310	TON	$104.40	$32,364.00
764	**Milling 0-2" Total Mill**	3,500	SY	$1.42	$4,970.00

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1				
	Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**

765	**414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)**	75	TON	$50.00	$3,750.00
766	**Dense Graded Base**	25	TON	$35.00	$875.00
767	**Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)**	30	LF	$60.18	$1,805.40
768	**Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)**	30	LF	$59.16	$1,774.80
769	**Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)**	1	EA	$1,836.00	$1,836.00
770	**Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Perpendicular Midblock (ALDOT Drawing SW-618 Index #735)**	1	EA	$1,836.00	$1,836.00
771	**Traffic Control Markings**	30	SF	$7.65	$229.50

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	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
	TOTAL Street #97 Evangel Dr From University Dr to Executive Dr				**$49,440.70**
	Street #98 Foxcroft Ter (Length 170', Width 27') From Shellbrook Dr to Cul-De-Sac				
772	**424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick**	**120**	**TON**	**$110.85**	**$13,302.00**
773	**Milling 0-2" Total Mill**	**1,150**	**SY**	**$3.20**	**$3,680.00**
774	**414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)**	**50**	**TON**	**$50.00**	**$2,500.00**
775	**Dense Graded Base**	**25**	**TON**	**$35.00**	**$875.00**
776	**Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)**	**40**	**LF**	**$60.18**	**$2,407.20**
777	**Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)**	**60**	**LF**	**$59.16**	**$3,549.60**

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
778	**Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY3 Combination Midblock (ALDOT Drawing SW-618 Index #736)**	**2**	**EA**	**$2,500.00**	**$5,000.00**
	TOTAL Street #98 Foxcroft Ter From Shellbrok Dr to Cul-De-Sac				**$31,313.80**
	Street #99 Heathland Dr (Length 1,400', Width 27') From University Dr to Cul-De-Sac ***(Totals include the Intrepid Cul-De-Sac and Pentax Stub Out)***				
779	**424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick**	**600**	**TON**	**$89.93**	**$53,958.00**
780	**Milling 0-2" Total Mill**	**6,900**	**SY**	**$1.56**	**$10,764.00**
781	**414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)**	**75**	**TON**	**$50.00**	**$3,750.00**
782	**Dense Graded Base**	**25**	**TON**	**$35.00**	**$875.00**

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
783	**Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)**	30	SY	$163.20	$4,896.00
784	**Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)**	10	LF	$60.18	$601.80
785	**Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)**	20	LF	$59.16	$1,183.20
	TOTAL Street #99 Heathland Dr From Univeristy Dr to Cul-De-Sac				$76,028.00
	Street #100 Hollyknoll Pl (Length 160', Width 27') From Shellbrook Dr To Cul-De-Sac				
786	**424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick**	115	TON	$110.85	$12,747.75
787	**Milling 0-2" Total Mill**	1,100	SY	$3.20	$3,520.00
788	**414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)**	50	TON	$50.00	$2,500.00

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	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
789	**Dense Graded Base**	25	TON	$35.00	$875.00
790	**Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)**	35	SY	$163.20	$5,712.00
791	**Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)**	40	LF	$60.18	$2,407.20
792	**Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)**	120	LF	$59.16	$7,099.20
793	**Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY3 Combination Midblock (ALDOT Drawing SW-618 Index #736)**	2	EA	$2,500.00	$5,000.00
	TOTAL Street #100 Hollyknoll Pl From Shellbrook to Cul-De-Sac				$39,861.15
	Street #101 Kendall Ter (Length 600', Width 28') From Daugette Dr to Rutledge Dr				
794	**424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick**	185	TON	$110.85	$20,507.25

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	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
795	Milling 0-2" Total Mill	1,950	SY	$3.20	$6,240.00
796	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	75	TON	$50.00	$3,750.00
797	Dense Graded Base	25	TON	$35.00	$875.00
798	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	40	SY	$163.20	$6,528.00
799	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	50	LF	$59.16	$2,958.00
	TOTAL Street #101 Kendall Ter From Daugette Dr to Rutledge Dr				$40,858.25
	Street #102 Laracy Dr (Length 1,470', Width 45') From James Record Rd to James Record Rd				
800	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	700	TON	$89.93	$62,951.00

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
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	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
801	Milling 0-2" Total Mill	7,550	SY	$1.56	$11,778.00
802	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	200	TON	$50.00	$10,000.00
803	Dense Graded Base	50	TON	$35.00	$1,750.00
804	Solid Class 2 Traffic Stripe	0.870	MI	$4,080.00	$3,549.60
805	Solid Temporary Traffic Stripe	1.740	MI	$1,428.00	$2,484.72
806	Broken Class 2 Traffic Stripe	0.230	MI	$2,550.00	$586.50
807	Broken Temporary Traffic Stripe	0.470	MI	$1,428.00	$671.16
808	Traffic Control Markings	340	SF	$7.65	$2,601.00
809	Traffic Control Legends	22.41	SF	$7.65	$171.44
810	Raised Traffic Markers	140	EA	$7.65	$1,071.00
	TOTAL Street #102 Laracy Dr From James Record Rd to James Record Rd				$97,614.42

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	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
	Street #103 Priscilla Ln (Length 880', Width 18') From Pamela Dr to End of Street				
811	**424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick**	**180**	**TON**	**$110.85**	**$19,953.00**
812	**Milling 0-2" Total Mill**	**1,850**	**SY**	**$3.20**	**$5,920.00**
813	**414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)**	**25**	**TON**	**$50.00**	**$1,250.00**
814	**Dense Graded Base**	**25**	**TON**	**$35.00**	**$875.00**
	TOTAL Street #103 Priscilla Ln From Pamela Dr to End of Street				**$27,998.00**
	TOTAL for ALL Streets				**$8,258,344.98**
	Additional Items				
815	**No. 2 Crushed Stone**	**150**	**TON**	**$35.00**	**$5,250.00**
816	**Mobilization**	**1**	**LS**	**$618,000.00**	**$618,000.00**

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	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID PRICE**	**BID AMOUNT**
817	**424A 1/2" Mix 4 Wearing Surface (Leveling) Layer in Place (15% RAP after cleaning and tacking)**	**500**	**TON**	**$65.00**	**$32,500.00**
818	**Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)**	**5**	**EA**	**$1,836.00**	**$9,180.00**
819	**Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1A Parallel Corner (ALDOT Drawing SW-618 Index #735)**	**5**	**EA**	**$1,836.00**	**$9,180.00**
820	**Handicap Ramps with ADA Detectable Warning Pavers (All Width) TY2 Parallel Midblock (ALDOT Drawing SW-618 Index #736**	**5**	**EA**	**$1,989.00**	**$9,945.00**
821	**Handicap Ramps with ADA Detectable Warning Pavers (All Width) TY2A Parallel Midblock (ALDOT Drawing SW-618 Index #736**	**5**	**EA**	**$1,989.00**	**$9,945.00**

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/18/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
822	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY2 Blended Corner (ALDOT Drawing SW-618 Index #735)	5	EA	$1,989.00	$9,945.00
823	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Perpendicular Midblock (ALDOT Drawing SW-618 Index #735)	5	EA	$1,863.00	$9,315.00
824	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY3 Combination Midblock (ALDOT Drawing SW-618 Index #736)	5	EA	$2,500.00	$12,500.00
825	Temporary Traffic Markings	500	SF	$7.65	$3,825.00
826	Temporary Traffic Legends	500	SF	$7.65	$3,825.00
827	Specialty Traffic Control Markings ALDOT Index #70301,70302,70308,70311 (COLOR)	50	SF	$35.70	$1,785.00
	TOTAL Additional Items				$735,195.00

	APPENDIX C SUPPLEMENTAL - SCHEDULE OF BID QUANTITIES (REVISED PER ADDENDUM NO. 6)				10/11/2022
	Resurfacing of Residential Streets-2023, Phase 1 Project #100-2022-55				
	UNIT BID SHEET				
	All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of constrution by the onisite City inspector.			
item #	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
	ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT,MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK.				
	COMPANY_ SJ & L General Contractor SIGNATURE_ DATE_ 10/11/22				

APPENDIX G
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

Name of Proposer (exactly as it would appear on an agreement):

SJ&L General Contractor, LLC

Doing-Business-As Name of Proposer:

SJ&L General Contractor, LLC (same)

Principal Office Address:

2317 Meridian Street # 25
Huntsville AL 35811

Telephone Number: (931) 433-4660

Fax Number: (931) 438-8390

Form of Business Entity [check one ("X"]

Corporation	___
Partnership	___
Individual	___
Joint Venture	___
Other (describe):	X LLC

Corporation Statement

If a corporation, answer the following:

Date of incorporation: 2003
Location of incorporation: Huntsville AL 35811
The corporation is held: Publicly ___ Privately √

Names and titles of corporate officers:

Lisa Eakes - President
Josh Chandler - Vice President
Jacky Eakes - Vice President

Partnership Statement

If a partnership, answer the following:

Date of organization: N/A
Location of organization: _____
The partnership is: General — Limited ~~0~~ ~~Exec~~

Name, address, and ownership share of each general partner owning more than five percent (5%) of the partnership:

N/A

—

—

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: N/A
Location of organization: _____
JV Agreement recorded? Yes — No —

Name, address of each Joint Venturer and percent of ownership of each:

N/A

—

—

2. CITY OF HUNTSVILLE EMPLOYEE, MEMBER OF HOUSEHOLD OR BUSINESS ASSOCIATE

Code of Ala. 1975§36-25-11 requires that contracts entered into with a public official, a public employee, a member of the household of the public official or public employee, or a business with which a public official or public employee associates be filed with the Alabama Ethic Commission. If you are awarded the contract, and if you are a City employee, or if a member of your household is a City employee or public official, or if your business associates with a City employee or public official, you must comply with the provisions of Code al Ala. 1975§36-25-11.

City Employee — Yes _____ No ✓
If "Yes," Department _____

Member of Household City Employee — Yes _____ No ✓
If "Yes," Name (s) _____

Anyone associated with your company a City Employee — Yes _____ No ✓
If "Yes," Name (s) _____

3. CONTRACTOR E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as " the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in

accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2).

Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

"By signing this contract the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

4. CONTRACTOR – PUBLIC CONTRACT WITH ENTITIES ENGAGING IN CERTAIN BOYCOTTING ACTIVITIES

Alabama Legislative Act 2016-312, as adopted on May 5, 2016, prohibits Alabama governmental bodies from entering into contracts with commercial entities that participate in boycotts against nations or business organizations that Alabama citizens can otherwise trade with (members of the World Trade Organization or other countries with which the United States has free-trade agreements).

In accordance with Alabama Act 2016-312 as adopted and approved on May 5, 2016, on behalf of

SJdL General Contractor, LLC I do hereby certify and represent that this
(Insert Name of Business)

business 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 the state can enjoy open trade.

I, the undersigned, certify to the State of Alabama as follows:

a. I am authorized to provide representation 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, or will not engage in, the boycott of a person or entity based in or doing business with a jurisdiction with which the state can enjoy open trade.

5. ACKNOWLEDGEMENTS

I hereby certify that I have read and understand the City of Huntsville's General Terms and Conditions. I hereby certify that I agree to comply with all of the General Terms and Conditions of this IFB. I also understand that the General Terms & Conditions are standard and that any contradicting requirements of the IFB supercede.

I affirm that I have not been in any agreement or collusion among Proposers or prospective Proposers in restraint of freedom of competition.

Upon award of this bid, I will not substitute any item on this bid under any circumstances.

Signature of Proposer

Jacky Eakes
Print or Type Name of Proposer

10/11/22
Date

SJ&L General Contractor, LLC
Legal Name of Firm

2317 Meridian Street # 25
Mailing Address

Huntsville AL 35811
City State Zip Code

(931) 433-4660 / (931) 438-8390
Phone Fax

josh@sjandl.com
Email Address

sjandl.com
Website Address

APPENDIX H
REPORT OF OWNERSHIP FORM

A. General Information. Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): SJ&L General Contractor, LLC
- City of Huntsville current taxpayer identification number (if available): 16644
  (Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

B. Type of Ownership. Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

Type of Ownership (*check appropriate box*)	**Entity I. D. Number & Applicable State**
☐ Individual or Sole Proprietorship	Not Applicable
☐ General Partnership	Not Applicable
☐ Limited Partnership (LP)	Number & State:
☑ Limited Liability Partnership (LLP)	Number & State:
☐ Limited Liability Company (LLC) (Single Member)	Number & State: AL - 38374
☐ LLC (Multi-Member)	Number & State:
☐ Corporation	Number & State:
☐ Other, please explain:	Number & State (if a filing entity under state law):

C. Entity I.D. Numbers. If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: www.sos.state.al.us/, under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

D. Formation Documents. Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, ***are not required unless:*** (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.

Signature: _____ Title (if applicable): Vice President

Type or legibly write name: Jacky Eakes Date: 10/11/22

E-Verify

Company ID Number: 514193

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 SJ&L General Contractor LLC	
Chris Goodwin	
Name (Please Type or Print)	Title
Electronically Signed	**03/02/2012**
Signature	Date

Department of Homeland Security – Verification Division

USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	**03/02/2012**
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	**SJ&L General Contractor LLC**
Company Facility Address:	**2317 Meridian St #25**
	Huntsville, AL 35811
Company Alternate Address:	
County or Parish:	**MADISON**
Employer Identification Number:	**680569760**

E-Verify

Company ID Number: 514193

North American Industry Classification Systems Code:	237
Administrator:	
Number of Employees:	20 to 99
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:

- ALABAMA 1 site(s)

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

Name:	Chris N Goodwin		
Telephone Number:	(931) 433 - 4660	Fax Number:	(931) 438 - 8390
E-mail Address:	sjandl@bellsouth.net		

Alabama Secretary of State

SJ&L General Contractor, LLC	
Entity ID Number	000 - 693 - 727
Entity Type	Domestic Limited Liability Company
Principal Address	HUNTSVILLE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Madison County
Formation Date	10/02/2003
Registered Agent Name	EAKES, JACKY STEVEN
Registered Office Street Address	2317 MERIDIAN ST #25 HUNTSVILLE, AL 35811
Registered Office Mailing Address	Not Provided
Nature of Business	ANY LAWFUL ACTIVITY
Members	
Member Name	EAKES, JACKY STEVEN
Member Street Address	Not Provided
Member Mailing Address	Not Provided
Member Name	EAKES, LISA DIANNE
Member Street Address	Not Provided
Member Mailing Address	Not Provided
Scanned Documents	
Document Date / Type / Pages	10/02/2003 Certificate of Formation 2 pgs.

Browse Results New Search

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** 2022-0936

Department: Urban Development

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

Resolution authorizing the Mayor to enter into a Landlord's Consent to Encumber and Estoppel Certificate among the City of Huntsville, Pinnacle Bank, and High Point Huntsville, LLC.

Resolution No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location:

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

Additional Comments:

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** TMP-2202

Department: Urban Development

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

Resolution authorizing the Mayor to enter into a Landlord's Consent to Encumber and Estoppel Certificate among the City of Huntsville, Pinnacle Bank, and High Point Huntsville, LLC.

Resolution No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location:

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

Additional Comments:

RESOLUTION NO. 19-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to execute a Landlord's Consent to Encumber and Estoppel Certificate, by and among the City of Huntsville, a municipal corporation in the State of Alabama, BancorpSouth Bank and High Point Huntsville, LLC, which said document is substantially in words and figures as that certain document attached hereto and identified as "Landlord's Consent to Encumber and Estoppel Certificate among the City of Huntsville, BancorpSouth Bank and High Point Huntsville, LLC," consisting of six (6) pages including Exhibit "A," and the date of October 27, 2022, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 27th day of October, 2022.

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

APPROVED this the 27th day of October, 2022.

_____
Mayor of the City of Huntsville, Alabama

PREPARED BY AND
UPON RECORDATION
RETURN TO:

Cara J. Alday
Patrick, Beard, Schulman & Jacoway, PC
537 Market Street, Suite 300
Chattanooga, TN 37402
(423) 756-7117

STATE OF ALABAMA)

:

COUNTY OF MADISON)

LANDLORD'S CONSENT TO ENCUMBER AND ESTOPPEL CERTIFICATE

This Landlord's Consent to Encumber and Estoppel Certificate (the "Agreement") is entered into this 18 day of October, 2022 (the "Effective Date"), by and among The City of Huntsville, Alabama, a municipal corporation (the "Landlord") and Pinnacle Bank, a Tennessee bank (the "Lender") and High Point Huntsville, LLC, an Alabama limited liability company (the "Tenant").

RECITALS:

A. By a ground lease dated February 8, 2018 and more particularly described in paragraph 3.1 below (the "Lease"), Landlord leased the premises described in the Lease to Tenant.

B. The real property described in the Lease is more particularly described in Exhibit A attached hereto (the "Premises", defined in the Lease as the "Leased Premises"). Tenant is constructing and developing a project on the Premises, consisting of a climbing wall and other improvements (the "Improvements")

C. The representations and agreements herein are made by and among the parties hereto as further consideration for a loan (the "Loan") made or to be made by Lender to Tenant in the original principal amount of Five Million One Hundred Thousand and 00/100 Dollars ($5,100,000.00), which Loan is or will be secured by a Leasehold Mortgage, Assignment of Leases and Rents and Security Agreement and other Financing Documents as defined in the Lease, as the same may be amended, restated, supplemented, increased of otherwise modified from time to time (collectively the "Security Instruments") covering Tenant's leasehold interest under the Lease and the Improvements to be constructed on the Premises.

D. Landlord is hereby making the certifications, representations and agreements set forth herein, as of the Effective Date, to Lender, who in material reliance on such certifications, representations and agreements has agreed to make the Loan to Tenant which is secured by Tenant's leasehold interests under the Lease.

President of the City Council of the
City of Huntsville, Alabama
Date: October 27, 2022

E. The parties are entering into this Agreement to (1) to confirm certain understandings of the parties with respect to the Lease; (2) to confirm that the Lender is a mortgage lender under the terms of the Lease; (3) to provide for the rights, including non-disturbance, and obligations in favor of Lender contemplated by the Lease; and (4) to satisfy certain conditions of the Loan.

NOW, THEREFORE, in consideration of the mutual promises contained hereinafter and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by the parties, Lender, Tenant and Landlord hereby agree as follows:

1. Consent to Encumbrance.

1.1 Landlord hereby consents to the encumbrance of the Tenant's leasehold estate by the Security Instruments securing the Loan.

2. Notice/Right to Cure/New Lease Upon Termination. [Intentionally Omitted].

3. Estoppel Certificate.

Landlord hereby represents and warrants to Lender:

3.1 Landlord: (a) is the sole record fee owner of the Premises; and (b) is the landlord under the Lease. Landlord has received no written notice that Tenant has assigned or will assign the Lease and its leasehold interests therein/mortgaged or will mortgage the Lease/subleased or will sublease the Premises, except to Lender.

3.2 The Lease, including without limitation all amendments, consists of the following:

(a) Ground Lease dated February 8, 2018 by and between The City of Huntsville, Alabama, a municipal corporation, as lessor, and High Point Huntsville, LLC, an Alabama limited liability company, as lessee, said lease or a memorandum thereof being recorded in the office of the Judge of Probate of the County of Madison, Alabama, in Book ____, at Page ____, and any amendments thereto.

(b) There are no modifications or amendments other than the Modification No. 1 to the original lease agreement, which is evidenced by a Memorandum of Ground Lease Agreement recorded in the office of the Judge of Probate of the County of Madison, Alabama, at File 2019-00069840.

3.3 That the Commencement Date of the Lease was October 1, 2018 and that the Rent commenced on October 1, 2018, that all rents under the Lease have been paid through September 30, 2022, and that all advance rents or deposits held by Landlord under the Lease consist of a Security Deposit of $ -0-.

3.4 No actions, whether voluntary or otherwise, are pending against the Landlord under the bankruptcy or insolvency laws of the United States or any state thereof.

3.5 That the Lease is in full force and effect and has not been modified or amended, other than as may be set forth in section 3.2(b); that all rents and other charges due thereunder have been paid and that there exist no claims for damages or other liabilities of which the Landlord is aware arising out of the Lease or the performance of any terms, covenants or conditions of the Lease.

3.6 That there are no existing uncured defaults by any party to the Lease nor is Landlord aware of any facts which, with notice or the passage of time, would constitute a default by any party to the Lease. No controversy presently exists between Landlord and Tenant, including any litigation or arbitration, with respect to the Lease or the Premises.

3.7 To the best of the Landlord's knowledge without having conducted an investigation, there are no existing or outstanding offsets, counterclaims, defenses, deductions, or credits whatsoever with respect to the Lease, or any amount owing under the Lease.

3.8 Landlord has not assigned, transferred, sold, encumbered, or mortgaged its interest in the Lease or the Leased Premises (or any part thereof), except as expressly set forth in Schedule 3.8 attached hereto and has no knowledge of any liens and encumbrances, contractual rights or claims, previous transfers or conveyances, or agreements to transfer or convey, except the Lease.

3.9 No consent or approval of any third party is required in order for Landlord to deliver this Agreement. Landlord's consent shall be evidenced by the approval of the City Council and execution by the Mayor.

3.10 Landlord has not received written notice that it is in violation of any governmental law or regulation or of the Declaration, as defined in the Lease, applicable to its interests in the Premises and Landlord has no reason to believe that there are any grounds for any claim of any such violation.

3.11 Landlord has not received written notice of any actual or pending eminent domain proceedings or other governmental actions against Landlord's interest in the Premises.

4. Other Agreements.

4.1 This Agreement is governed by and construed in accordance with the laws of the State of Alabama without regard to principles of conflict of laws.

4.2 The Recitals set forth in this Agreement shall be a part of this Agreement.

4.3 This Agreement shall be binding upon and inure to the benefit of the Landlord, the Tenant and the Lender, and their respective heirs, personal representatives, successors and assigns.

4.4 Landlord has read this Agreement and acknowledges and understands the certifications, representations and agreements made herein. The undersigned signatory represents and warrants that he/she is duly authorized to execute this Agreement on behalf of Landlord. This Agreement is executed by Landlord, intending reliance hereon by Lender and its successors and assigns.

4.5. This Agreement may not be modified orally or by any course of conduct other than by a written instrument signed by all the parties hereto.

4.6. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

4.7. Any party may execute this Agreement by delivering to the other parties a facsimile copy hereof evidencing such party's signature. In any such case the party executing by facsimile shall promptly

thereafter provide a signed original counterpart hereof to the other parties; provided, that the non-delivery of such signed counterpart shall not affect the validity of enforceability hereof.

4.8. Capitalized terms used in this Agreement, but not otherwise defined herein, shall have the meaning attributed to them in the Lease.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed under seal as of the day and year first above written.

LANDLORD:
THE CITY OF HUNTSVILLE, ALABAMA,
a municipal corporation
By:_____
Name:_____
Title:_____

TENANT:
HIGH POINT HUNTSVILLE, LLC

By:_____
John P. O'Brien, Manager

LENDER:
PINNACLE BANK
a Tennessee bank

By:_____
Bob Stimson, Senior Vice President

STATE OF _____)
:
COUNTY OF _____)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that _____, whose name is signed to the foregoing instrument as _____ of The City of Huntsville, Alabama, a municipal corporation, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, in his capacity as such _____ executed the same voluntarily and with full authority as the act of said company, on the day the same bears date.

Given under my hand and official seal, this ___ day of _____, 2022.

(SEAL)

_____
Notary Public
My Commission Expires: _____

STATE OF TENNESSEE)
:
COUNTY OF HAMILTON)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that John P. O'Brien, Jr., whose name is signed to the foregoing instrument as Manager of High Point Huntsville, LLC, an Alabama limited liability company, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, in his capacity as such Manager executed the same voluntarily and with full authority as the act of said company, on the day the same bears date.

Given under my hand and official seal, this 18th day of October, 2022.

(SEAL)

DANNA CAMPBELL
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF HAMILTON
MY COMM. EXPIRES 05/19/2024

Notary Public
My Commission Expires: 5/19/24

STATE OF TENNESSEE)
:
COUNTY OF HAMILTON)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Bob Stimson, whose name is signed to the foregoing instrument as Senior Vice President of Pinnacle Bank, a Tennessee bank, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, in his capacity as such Senior Vice President executed the same voluntarily and with full authority as the act of said bank, on the day the same bears date.

Given under my hand and official seal, this 18th day of October, 2022.

(SEAL)

DANNA CAMPBELL
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF HAMILTON
MY COMM. EXPIRES 05/19/2024

Notary Public
My Commission Expires: 5/19/24

EXHIBIT A

[Description of the Premises]

The following real property, situated in the City of Huntsville, County of Madison, and State of Alabama: A portion of Tract 1 of the MidCity Subdivision Phase 2 as recorded in Doc. No. 2017-00611239 in the Office of the Probate Judge for Madison County, Alabama and being more particularly described as follows:

Said tract being a portion of Tract 1 of the MidCity Subdivision Phase 2 as recorded in Document Number 20170207000069290 in the Office of the Judge of Probate for Madison County, Alabama and being more particularly described as follows:

Commencing at a #5 rebar with a cap stamped "Garver LLC CA 445" found at the northeast corner of Lot 1 of the MidCity Subdivision Phase 1 as recorded in Document Number 20170207000069290 in the Office of the Probate Judge for Madison County, Alabama; thence along the east boundary of said Lot 1 South 14 Degrees 09 Minutes 50 Seconds East a distance of 64.51 feet to a #5 rebar with a cap Stamped "Garver LLC CA-445-LS" set; thence leaving said east boundary North 90 Degrees 00 Minutes 00 Seconds East a distance of 39.41 feet to the northwest corner of an existing concrete pad, said point being the Point of Beginning of the herein described tract, having established grid coordinates of (N) 1543535.60, (E) 405401.01, Zone East of the Alabama State Plane Coordinate System;

Thence along the edge of said concrete pad North 61 Degrees 47 Minutes 29 Seconds East a distance of 44.11 feet; thence North 82 Degrees 59 Minutes 55 Seconds East a distance of 40.95 feet; thence South 59 Degrees 00 Minutes 12 Seconds East a distance of 38.86 feet; thence South 9 Degrees 01 Minutes 44 Seconds East a distance of 51.64 feet; thence South 79 Degrees 59 Minutes 31 Seconds West a distance of 12.16 feet; thence South 12 Degrees 15 Minutes 21 Seconds East a distance of 5.74 feet; thence South 22 Degrees 56 Minutes 47 Seconds West a distance of 7.04 feet; thence leaving said concrete pad South 7 Degrees 48 Minutes 00 Seconds East a distance of 65.23 feet to the north edge of an existing concrete sidewalk; thence along said edge of sidewalk South 15 Degrees 57 Minutes 00 Seconds West a distance of 12.05 feet; thence leaving said edge of sidewalk North 8 Degrees 58 Minutes 44 Seconds West a distance of 88.02 feet to a point on the edge of said concrete pad; thence along said edge of concrete South 81 Degrees 40 Minutes 36 Seconds West a distance of 7.96 feet; thence North 84 Degrees 08 Minutes 36 Seconds West a distance of 86.99 feet; thence North 6 Degrees 43 Minutes 38 Seconds West a distance of 41.21 feet to the POINT OF BEGINNING.

The above described parcel contains 0.18 acres (7663.73 sq. ft.), more or less.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** 2022-0937

Department: **Engineering**

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

Resolution authorizing the Mayor to enter into a Joint Funding Agreement between the City of Huntsville and the U.S. Geological Survey for Water Resource Investigations.

Resolution No.

Finance Information:

Account Number: 3080-71-00000-516041-00000000

City Cost Amount: $108,750.00

Total Cost: $169,575.00

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location:

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
Annual funding agreement with United States Geological Survey (USGS) for the maintenance of fifteen (15) rainfall/runoff stream gaging in the Huntsville area on major channels. Data is provided on USGS website one hour after storm, in 5-min increments. We use this to determine the intensity of a storm event to predict the potential for flooding downstream. USGS calibrates and maintains the stream gauges for one (1) year as a part of the agreement.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** TMP-2159

Department: **Engineering**

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Joint Funding Agreement between the City of Huntsville and the U.S. Geological Survey for Water Resource Investigations.

Resolution No.

Finance Information:

Account Number: 3080-71-00000-516041-00000000

City Cost Amount: $108,750.00

Total Cost: $169,575.00

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location:

Address: N/A

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

Additional Comments:

Annual funding agreement with United States Geological Survey (USGS) for the maintenance of fifteen (15) rainfall/runoff stream gaging in the Huntsville area on major channels. Data is provided on USGS website one hour after storm, in 5-min increments. We use this to determine the intensity of a storm event to predict the potential for flooding downstream. USGS calibrates and maintains the stream gauges for one (1) year as a part of the agreement.

RESOLUTION NO. 22-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into a Joint Funding Agreement between the City of Huntsville and the U.S. Geological Survey for Water Resource Investigations, during the period of October 1, 2022 through September 30, 2023. The City of Huntsville's funding amount is ONE HUNDRED EIGHT THOUSAND SEVEN HUNDRED FIFTY AND NO/100 with the remaining amount to be funded by the U.S. Geological Survey, which said agreement being substantially in words and figures similar to that document attached hereto and identified as " Joint Funding Agreement between the City of Huntsville and the U.S. Geological Survey for Water Resource Investigations," consisting of a total of two (2) pages, and the date of October 27, 2022, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 27th day of October, 2022.

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

APPROVED this the 27th day of October, 2002.

_____
Mayor of the City of Huntsville,
Alabama

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001110
Agreement #: 23MLJFAALDA037
Project #: 23MLJFAALDA037
TIN #: 63-6001296

Fixed Cost Agreement YES[X] NO[ ]

THIS AGREEMENT is entered into as of the October 1, 2022, by the U.S. GEOLOGICAL SURVEY, Lower Mississippi-Gulf Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Huntsville party of the second part.

1. The parties here to agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation the operation of 15 flood hydrograph streamflow gaging stations with rainfall gages and data-collection platforms in Huntsville, Alabama, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of $0.00

(a) $60,825 by the party of the first part during the period October 1, 2022 to September 30, 2023

(b) $108,750 by the party of the second part during the period October 1, 2022 to September 30, 2023

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: $0

Description of the USGS regional/national program:

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices).

President of the City Council of the City of Huntsville, AL
Date: October 27, 2022

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001110
Agreement #: 23MLJFAALDA037
Project #: 23MLJFAALDA037
TIN #: 63-6001296

9. Billing for this agreement will be rendered **quarterly**. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name:	Victor Stricklin Associate – Southeast Data Program (Alabama and Mississippi)
Address:	205 Hackberry Lane Tuscaloosa, AL 35487
Telephone:	(205) 348-0950
Fax:	(205) 348-0970
Email:	vstrick@usgs.gov

Customer Technical Point of Contact

Name:	Shane Davis
Address:	P.O. Box 308 Huntsville, Alabama 35804
Telephone:	(256) 427-5300
Fax:	
Email:	shane.davis@huntsvilleal.gov

USGS Billing Point of Contact

Name:	My-Chae May Budget Analyst
Address:	3535 South Sherwood Forest Blvd. Baton Rouge, LA 70816
Telephone:	(225) 298-5481
Fax:	
Email:	mjmay@usgs.gov

Customer Billing Point of Contact

Name:	Shane Davis
Address:	P.O. Box 308 Huntsville, Alabama 35804
Telephone:	(256) 427-5300
Fax:	
Email:	shane.davis@huntsvilleal.gov

U.S. Geological Survey
United States
Department of Interior

Signature

By Rodney R. Knight **Date:** September 29, 2022
Name: Rodney R. Knight
Title: Director, LMG Water Science Center

City of Huntsville

Signatures

By_____ **Date:** October 27, 2022
Name: Tommy Battle
Title: Mayor

By_____ **Date:** _____
Name:
Title:

By_____ **Date:** _____
Name:
Title:

AD: SDW

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** 2022-0938

Department: **Engineering**

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

Resolution authorizing the Mayor to enter into a contract between the City of Huntsville and the low bidder, Lambert Contracting, L.L.C., for Governors Drive Median Landscaping & Pedestrian Improvements (Mill Creek Action Activity), Base Bid and Option #1, Project No. 71-22-SP27.

Resolution No.

Finance Information:

Account Number: 3080-71-00000-524024-00000000

City Cost Amount: $1,632,338.33

Total Cost: $1,632,338.33

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:
Landscaping and pedestrian improvements within the medians of Governors Drive from Memorial Parkway west to Clinton Avenue.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** TMP-2160

Department: **Engineering**

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

Resolution authorizing the Mayor to enter into a contract between the City of Huntsville and the low bidder, Lambert Contracting, L.L.C., for Governors Drive Median Landscaping & Pedestrian Improvements (Mill Creek Action Activity), Base Bid and Option #1, Project No. 71-22-SP27.

Resolution No.

Finance Information:

Account Number: 3080-71-00000-524024-00000000

City Cost Amount: $1,632,338.33

Total Cost: $1,632,338.33

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:

Landscaping and pedestrian improvements within the medians of Governors Drive from Memorial Parkway west to Clinton Avenue.

RESOLUTION NO. 22-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into a contract between the City of Huntsville and the low bidder, Lambert Contracting, L.L.C., in the amount of ONE MILLION SIX HUNDRED THIRTY-TWO THOUSAND THREE HUNDRED THIRTY-EIGHT AND .33/100 DOLLARS ($1,632,338.33) for Governors Drive Median Landscaping & Pedestrian Improvements (Mill Creek Action Activity), Base Bid and Option #1, Project No. 71-22-SP27, 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 "Contract between the City of Huntsville and Lambert Contracting, L.L.C., for Governors Drive Median Landscaping & Pedestrian Improvements (Mill Creek Action Activity), Base Bid and Option #1, Project No. 71-22-SP27," consisting of a total of one (1) page plus one hundred seven (107) additional pages consisting of Attachments A2-O, Supplement to General Requirements for Construction of Public Improvements and all Addenda, "Certification of Compliance with Title 39, Code of Alabama", and "E-Verify Statement", and the date of October 27, 2022, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 27th day of October, 2022.

_____

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

APPROVED this the 27th day of October, 2022.

_____

Mayor of the City of Huntsville, Alabama

CONTRACT BETWEEN CITY OF HUNTSVILLE
AND
LAMBERT CONTRACTING, L.L.C.
FOR
GOVERNORS DRIVE MEDIAN LANDSCAPING & PEDESTRIAN IMPROVEMENTS (MILL CREEK ACTION ACTIVITY), BASE BID AND OPTION #1
PROJECT NO. 71-22-SP27

STATE OF ALABAMA}
MADISON COUNTY}

THIS CONTRACT, made and entered into this 27th day of October, 2022, between the CITY OF HUNTSVILLE, ALABAMA, a Municipal Corporation, sometimes referred to herein as City, and LAMBERT CONTRACTING, L.L.C., sometimes referred to herein as Contractor.

-WITNESSETH-

WHEREAS, the City desires to install, construct or make certain improvements known as Governors Drive Median Landscaping & Pedestrian Improvements (Mill Creek Action Activity), Base Bid and Option #1, Project #71-22-SP27, in the City of Huntsville, Madison County, Alabama, all in accordance with details, specifications, surveys and general requirements prepared by the City of Huntsville Urban Development Department - Engineering Division, which are on file in the Office of the City Engineer of the City of Huntsville, Alabama, all of which details, specifications, surveys and general requirements are made a part of this contract, and

NOW, THEREFORE, it is agreed that the Contractor promises and agrees to make such improvements for the party of the first part for the considerations hereinafter set out. The Contractor promises and agrees to furnish all necessary labor, materials and equipment for the doing of the same, all to be done in accordance with such details, plans, specifications and general requirements hereto attached and made a part of this contract.

FOR THE PERFORMANCE of such work, the City agrees to pay the Contractor as follows per Attachment "A2".

BY: _____
Tommy Battle, Mayor

_____
Lambert Contracting, L.L.C.

_____
Kenneth Benion
City Clerk Treasurer

ATTEST: _____

_____
City Council President

DATE: October 27, 2022

GOVERNORS DRIVE MEDIAN LANDSCAPING & PEDESTRIAN IMPROVEMENTS (MILL CREEK ACTION ACTIVITY) PROJECT NUMBER 71-22-SP27

CITY OF HUNTSVILLE, ALABAMA

TABLE OF CONTENTS

Bid Quantities	ATTACHMENT A2
Bid Proposal	ATTACHMENT B
Addenda Acknowledgment Form	ATTACHMENT C
Subcontractor's Listing	ATTACHMENT D
References of Similar Projects	ATTACHMENT E
Notice to Contractors	ATTACHMENT F
Sample Copy of Invoice	ATTACHMENT G
W9-Taxpayer Form	ATTACHMENT H
City of Huntsville Report of Ownership Form	ATTACHMENT I
Alabama Act 2016-312	ATTACHMENT J
Certificate of Compliance with Alabama Act 2016-312	ATTACHMENT K
Tracer Wire Specification	ATTACHMENT L
Standards for Nursery Stock	ATTACHMENT M
Irrigation Specifications	ATTACHMENT N
Additional Irrigation Measures	ATTACHMENT O

SUPPLEMENT TO GENERAL REQUIREMENTS

SECTION	SECTION NO.
General	1
Proposal Preparation	2
Quantities	3
Change Orders	4
Maintain Office	5
Subcontractors	6
Bid Bond	7
N/A	8
Liability Insurance	9
Licenses and Classifications	10
Permits	11
Payment	12
N/A	13
Examination of Plans, Specifications, Special Provisions, and Site Work	14
Inclusions to Contract	15
Commencement of Work	16
Contract Time	17
Liquidated Damages	18
Storage of Materials	19
Traffic Flow	20
Termination for Convenience	21
Termination for Cause	22
Unbalanced Bids	23
Additional Insurance Requirements	24
Domestic Preferences	25
Time is of the Essence	26
No Damages for Delays	27
Contractor Responsible for Locating Utilities Prior to Construction Initiation	28
Correction to City of Huntsville's Standard Specifications for the Construction of Public Improvements, Contract Projects, 1991-Recovery Time	29
Warranties	30
Coordination with other Contractors	31
W-9 Taxpayer Form	32
Final Payment	33
Project Completion Date	34

TABLE OF CONTENTS
PAGE TW0

Record Drawings	35
Lien Waivers	36
Lowest Responsible Bidder	37
Non-Resident Bidders	38
Correction to Section 80.08C of The City of Huntsville "Standard Specifications for Construction of Public Improvements"	39
Correction to section 80 – Prosecution & Progress 80.01 subletting and contract. (a) limitations	40
Correction to Section 80 – Prosecution and Progress 80.03 Progress Schedule of Oper.	41
Correction to Section 80 – Prosecution and Progress 80.09(b)	42
Correction to Section 105 – Excavation and Embankment	43
Correction to Section 847 – Pipe Culvert Joint Sealers	44
NPDES Construction Requirements	45
DELETION of Section 50.01 – Authority of Engineer of Record	46
Shop Drawings	47
E-Verify Statement	48
City of Huntsville Engineering Department Construction Requirements	49
Survivability of Contract Provisions	50
Surety Bonds	51
Governing Law	52
Alabama Immigration Act	53
Successors and Assigns	54
Written Notice	55
Rights and Remedies	56
Entire Agreement	57

ATTACHMENT "A2" 9/16/22

GOVERNORS DRIVE MEDIAN LANDSCAPING &
PEDESTRIAN IMPROVEMENTS
PROJECT NO. 71-22-SP27

UNIT BID SHEET

ITEM NO.	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
1.00	Clearing & Grubbing	1	LS	$43,746.14	$43,746.14
2.00	Removing Curb	1,246	LF	$17.50	$21,805.00
3.00	Removing Turf	72,000	SF	$1.09	$78,480.00
4.00	Curb Modification	6,812	LF	$20.25	$137,943.00
5.00	ALDOT Type N Special Curb	1,246	LF	$46.16	$57,515.36
6.00	Traffic Control Markings, Class 2, Type A	891	SF	$13.46	$11,992.86
7.00	Preformed Thermoplastic Pavement Marking (All Colors)	6,832	SF	$30.65	$209,400.80
8.00	Traffic Control	1	LS	$37,384.75	$37,384.75
9.00	Mobilization	1	LS	$29,684.69	$29,684.69
10.00	Topsoil, Loose Truckbed Measure	1,400	CY	$59.93	$83,902.00
11.00	Bermuda Sod	2	Acres	$65,139.19	$130,278.38
12.00	Large Shade Street Tree	20	EA	$1,420.63	$28,412.60
13.00	Ornamental Flowering Tree	30	EA	$1,271.09	$38,132.70
14.00	Shrubs/Groundcover	1,400	SF	$157.01	$219,814.00
15.00	Planting Soil	980	CY	$142.06	$139,218.80
16.00	Hardwood Mulch	200	CY	$89.73	$17,946.00
17.00	Utility Conflict Concrete (As Directed By Engineer)	28	CY	$728.83	$20,407.24
18.00	Striping Removal	1	LS	$15,731.51	$15,731.51
19.00	Silt Fence, Type A	6,000	LF	$11.96	$71,760.00
20.00	Silt Fence Removal	6,000	LF	$2.99	$17,940.00
21.00	Wattles	450	LF	$14.95	$6,727.50
22.00	Sand Bags	300	EA	$14.95	$4,485.00
	TOTAL BASE BID				**$1,422,708.33**
	Option No. 1 Irrigation				
1-1	Drip Irrigation System (Complete In Place)	1	LS	$208,500.00	$208,500.00
1-2	Huntsville Utilities ATC (Water)	1	LS	$1,130.00	$1,130.00
	TOTAL Option No. 1				**$209,630.00**
	Option No. 2 Decorative Lighting and Banner Arms				
1-1	Decorative Lights and Banner Poles (Complete In Place)	1	LS	$1,128,000.00	$1,128,000.00
1-2	Huntsville Utilities Electric ATC (Allowance)	1	LS	$20,000.00	$20,000.00
	TOTAL Option No. 2				**$1,148,000.00**

ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK.

COMPANY Lambert Contracting LLC
SIGNATURE
DATE 10/13/22

ATTACHMENT "B"

PROPOSAL

TO: THE CITY OF HUNTSVILLE

Public Services Building
320 Fountain Circle
Huntsville, Alabama

PROPOSAL OF Lambert Contracting LLC
(NAME)
PO Box 464; 31303 US Hwy 72; Hollywood, AL 35752
(ADDRESS)

TO MAKE CERTAIN IMPROVEMENTS ENTITLED:

GOVERNORS DRIVE MEDIAN LANDSCAPING & PEDESTRIAN IMPROVEMENTS (MILL CREEK ACTION ACTIVITY)
PROJECT #71-22-SP27

FOR THE CITY OF HUNTSVILLE, ALABAMA.

GENTLEMEN:
The undersigned bidder has carefully examined the drawings or plans, bid documents, the specifications, the general requirements, the supplement to general requirements, the general terms and conditions, this proposal, the agreement, together with any addenda thereto, and agrees to furnish and deliver all the materials, and to do and perform all the work and labor required to be furnished and delivered, done and performed in and about the improvements as described above and in accordance with certain specifications prepared and approved by the OWNER (City of Huntsville, Alabama). It is MANDATORY that any and all addenda be acknowledged by the undersigned bidder on Attachment "C" which must be submitted with bid package; otherwise, bid shall be rejected.

The undersigned bidder understands that when unit prices are called for, the quantities shown herein are approximate only and are subject to increase or decrease, and offers to do the work whether the quantities are increased, or decreased, at the unit prices stated in the following schedule. The undersigned bidder also understands that when lump sum bids are called for, he will be required to furnish all equipment, labor, materials and other items or cost to construct a complete facility. The undersigned bidder further understands that any deletions or additions designated on the outside of the bid envelope, must indicate the particular bid item relative to the deletion or addition, even if the deletion or addition references to deduct or add to the Total Base Bid. Any bids received that are unsealed will be immediately rejected.

Contractors are authorized to download quantities, Attachment "A", or quantity revisions from COH Engineering website and paste to a CD-RW (preferably in a live/flash drive format) of their choice which must be submitted with the original bid packet. In addition, two hard copies must be signed and submitted with original bid packet. Failure to do so may be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the bid CD in any manner. If a price discrepancy is found on the CD-RW, or the correct version of bid quantities is not submitted on the CD-RW which corresponds to the printed hard copies, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail.

Certificates of Insurance are required naming the City as the Certificate Holder. Also, the name of the project and project number should be included on the certificate. The Certificates should reflect the insurance coverage required herein. In addition, a copy of the policy may be requested upon award. 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. The Certificates are to be signed by a person authorized by the Insurer to bind coverage on its behalf and must indicate coverage will not be canceled or non-renewed except after thirty (30) days prior written notice to the City at the following address: City of Huntsville, P.O. Box 308, Huntsville, Alabama 35804 ATTN: Mary Ridgeway.

The undersigned bidder understands that the Contract Time for completion of all work is sixty (60) calendar days.

GOVERNORS DRIVE MEDIAN LANDSCAPING AND PEDESTRIAN IMPROVEMENTS (MILL CREEK ACTION ACTIVITY)
PROJECT #71-22-SP27

THE UNDERSIGNED BIDDER ALSO AGREES AS FOLLOWS:
All bonds must be approved by the Mayor and the Clerk-Treasurer of the City of Huntsville. Within fifteen (15) days after the date of acceptance of this proposal by City Council action, the contractor shall execute the contract and furnish to the OWNER a payment (labor and material) bond and a performance bond, each in the amount of 100% of the contract amount. No contract extension will be allowed for delays in the issuance of the notice to proceed that are a result of the contractor failing to submit the required items within the 15 days.

It is further understood and agreed that the Contractor shall commence work to be performed under this contract within fifteen (15) days from the date of this contract, unless otherwise instructed in writing by the OWNER. All work shall be carried on continuously to completion.

Accompanying this proposal is a certified check or bid bond in the amount of not less than five percent (5%) of the total amount shown on the schedule of prices not exceeding $10,000.00 payable to the City of Huntsville, Alabama, which is to be forfeited, as liquidated damages, if, in the event that his proposal is accepted, the undersigned shall fail to execute the contract and furnish a satisfactory contract bond under the conditions and within the time specified in this proposal; otherwise, said certified check or bid bond is to be returned to the undersigned.

DATED: October 13th, **20** 22

(IF AN INDIVIDUAL, PARTNERSHIP, OR NON-INCORPORATED ORGANIZATION)
SIGNATURE OF BIDDER Cody E. Lambert

BY Cody E. Lambert, Sole Managing member

ADDRESS OF BIDDER PO Box 464; 31303 US Hwy 72; Hollywood AL 35752

NAMES AND ADDRESSES OF MEMBERS OF THE FIRM:

Cody E. Lambert
PO Box 464, Hollywood AL 35752

OUR CONTRACTOR'S STATE LICENSE NO. IS 50081

(IF A CORPORATION)
SIGNATURE OF BIDDER _____

BY _____

BUSINESS ADDRESS _____

INCORPORATED UNDER THE LAWS OF THE STATE OF _____

NAMES OF OFFICERS

PRESIDENT _____

SECRETARY _____

TREASURER _____

MANDATORY ACKNOWLEDGEMENT OF ADDENDA: Addenda will only be emailed to those bidders who attend and have signed in at the pre-bid meeting. Acknowledgement of receipt of addenda is mandatory using Attachment "C"

and attachment must be submitted with bid package. Failure to do so shall be cause for rejection of the bid. It is the responsibility of all bidders to refer to the website for any updates.

ATTACHMENT "C"

GOVERNORS DRIVE MEDIAN LANDSCAPING & PEDESTRIAN IMPROVEMENTS (MILL CREEK ACTION ACTIVITY)
PROJECT #71-22-SP27

MANDATORY ACKNOWLEDGEMENT OF ADDENDA

Acknowledgement of receipt of Addenda is Mandatory. Failure to acknowledge receipt/download from website shall be cause for rejection of the bid. By signing below, Bidder acknowledges receipt of Addenda and the date received.

ADDENDUM NO.	DATE RECEIVED/DOWNLOADED FROM WEBSITE (if applicable)
#1	9/29/22
#2	10/4/22
#3	10/11/22

COMPANY Lambert Contracting LLC

SIGNATURE Cody E. Lambert

TITLE Sole managing member

DATE 10/13/22

ATTACHMENT "D"

GOVERNORS DRIVE MEDIAN LANDSCAPING & PEDESTRIAN IMPROVEMENTS (MILL CREEK ACTION ACTIVITY)
PROJECT #71-22-SP27

SUBCONTRACTOR'S LISTING

All subcontractors must be approved in writing by Owner. Any additional subcontractors needed during the contract period shall be approved by written letter from the Owner. Contractor shall **immediately** notify Mary Ridgeway via email at mary.ridgeway@huntsvilleal.gov and the Owner's project inspector of any changes to subcontractor list for the duration of the project.

TASKS TO BE PERFORMED	SUBCONTRACTOR NAME	LICENSE NO.	ADDRESS	ITEM #'S OF WORK TO BE PERFORMED
Surveying/Layout				
Permitting				
Clearing & Grubbing				
Erosion Control				
Traffic Control				
Excavation				
Concrete				
Storm Drainage				
Sanitary Sewer				
Shoring/Monitoring				
Retaining Walls				
Bridges				
Railroads				
Traffic (signals, loops)				
Street Lights				
Electrical	Shoals Electric	704 Davison Ave Florence	9168	1-1 Option 2
Water				
Asphalt				
Landscaping (Trees, grassing)	Grounds Control	S-27130	113 Spacegate Huntsville	11-16
Irrigation	WaterWater Everywhere	S-23259	Decatur, AL	1-1, Option 1
Striping				
Sewer Testing				
Guardrails				
Handrails				
Painting				
Special (fencing, benches, dewatering etc.)				
Mechanical				
SCADA				
Other				

ATTACHMENT "E"

GOVERNORS DRIVE MEDIAN LANDSCAPING & PEDESTRIAN IMPROVEMENTS (MILL CREEK ACTION ACTIVITY)
PROJECT #71-22-SP27

Contractor shall provide at least five (5) references including NAME OF PROJECT, Owner Name, address, phone number and contact name that demonstrates contractor's ability on similar projects.

1. City of Scottsboro Josh Little
Scottsboro STREET Scape,
316 South Broad Street, Scottsboro AL 35768
256 574 3100

2. City of Huntsville,
Five Points Streetscape,
300 Fountain Circle Huntsville
Toneka Lindsey

3. City of Albertville • Streetscape,
210 W Main St. Albertville AL
256 878 3761 256 613 7088 Mike Brewer

4. City of Mentone, AL • Sidewalk Improvements
LAND ENV. - Adam Lea
1207 Chitwood Ave SE
Fort Payne, AL 35967
2568455815

5. UAH Ext Renovations Phase 1 : Phase 4
2568948538 Christian Reed
christian.reed@uah.edu.

ATTACHMENT "F"

Pre-bid meeting to be held on Wednesday, September 28, 2022, at 10:00 am, in the 1st Floor Conference Room at 320 Fountain Circle, Huntsville, AL 35801.

NOTICE TO CONTRACTORS

WANTED: Sealed bids in duplicate for the construction of: Mill Creek Action Activity, more particularly known as Project No. 71-22-SP27

Description of Project: To provide landscaping and lighting improvements to existing medians on Governors Drive between Clinton Avenue and Seminole Drive. Scope of work will include decorative landscaping, lighting, irrigation, curbs and pedestrian improvements.

The attention of all bidders is called to Code of Alabama §§ 34-8-1 and 34-8-2 (1975) and 34-8-1, 34-8-2, 34-8-4, 34-8-6, 34-8-7, 34-8-8 and 34-8-9 (amended 1996) setting forth the definition of general contractor and the licensing procedures and requirements for state licensing. A copy of the above Codes may be obtained from the OWNER (City of Huntsville). No one is entitled to bid and no contract may be awarded to anyone who does not possess a valid general contractor's license and the required classification for the municipal type work to be performed. The general contractor's license and classification must appear on the outside of the bid envelope along with the general contractor's name and address, project name and number and date and time of bid opening. Section 39-3-5 Code of Alabama has been amended as follows:

"In awarding the Contract, preference will be given to Alabama resident contractors and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded the Contract only on the same basis as the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances."

This project Mill Creek Action Activity, more particularly known as Project No. 71-22-SP27 requires the contractor to possess a State of Alabama General Contractor license.

After proposals are opened and read, they will be compared on the basis of the summation of the products or approximate quantities shown in Attachment "A", multiplied by the unit bid prices. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern. A proposal will not be considered unless signed by the bidder or his authorized agent and accompanied by cashier's check or properly signed bid bond, as required by law.

In determining the successful bidder, the Owner will consider in addition to the bid prices, such responsibility factors as characteristics and responsibility, skill, experience, record of integrity in business, and of performance offered and past record of performance on Owner contracts on other similar projects. Any other factors not specifically mentioned or provided for herein, in addition to that of the bid price which would affect the final cost of the Owner, will be taken into consideration in making award of contract. The right is reserved to reject any bid where investigation of the business and technical organization of the bidder available for the contemplated work, including financial resources, equipment, and experience on similar projects does not satisfy the Owner that such bidder is qualified to perform the work. The City Council of the City of Huntsville reserves the right to reject any and all bids and to waive informalities.

Separate sealed bids for the construction of this project will be received at the City of Huntsville Public Services Building, 320 Fountain Circle, in the 1st Floor in the Conference Room, on the 6th day of October, 2022, until 10:00 a.m. If bid is mailed, the bid should be addressed to City Engineering, 320 Fountain Circle, Huntsville, AL 35801 and must be received prior to the bid opening date and time. Each bid shall be accompanied by an original signed, dated and sealed Bid Bond in the amount of not less than five percent (5%) of the total shown on the schedule of prices, but not exceeding $10,000.00. Quantities are known as Attachment "A". No bidder may withdraw his bid within ninety (90) days after the actual date of opening.

These Addenda, Special Provisions, Plans, the Supplement to General Requirements for Construction of Public Improvements City of Huntsville Specifications, Standard Specifications for Construction of Public Improvements Contract Projects and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complimentary and to describe and provide for a complete work. Contract Document Order of Precedence shall be as follows:

1. **Addenda**
2. **General Requirements (Instructions to Bidders and Bid Proposal including Attachments)**
3. **Supplement to General Requirements**
4. **Drawings / City of Huntsville Standard Specifications for Construction of Public Improvements Contract Projects 1991**

5. Supplemental Specifications (Earthwork, Chain Link Fences, and Gates)
6. Special Conditions
7. Current ALDOT Specifications

Standard Specifications for Construction of Public Improvements Contract Projects and Engineering Standards are available at no charge by downloading from the City Engineering website: http://www.huntsvilleal.gov/government/departments/engineering-department/. Plans and proposals can be downloaded from our website at no cost: www.huntsvilleal.gov/engineeringbids. Contractors will be responsible for costs of duplicating their own plans and can choose photocopying facility of their choice. Additionally, Contractors are responsible for checking website for any revisions/updates. Contractor is required to submit pricing, provided by the COH (Attachment "A") and made available for download from the Engineering website, on either a CD-RW (preferably in a live/flash drive format) in the Excel format. The CD-RW (preferably in a live/flash drive format) must be in working condition and included with original bid packet and reflect the correct revision, along with two signed hard copies. Bid must be submitted from the file (Quantities) provided and downloaded from the City of Huntsville's website. Failure to do so may be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the CD in any manner. If a price discrepancy is found on the CD-RW, or the correct version of bid quantities is not submitted on the CD-RW which corresponds to the printed hard copy, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail. All bids must be SEALED before submittal at the bid opening. Any bids received that are not sealed will be immediately rejected.

E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as " the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2). Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

"By signing this contract the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

Contractor's E-Verify Memorandum of Understanding shall be a part of the contract bid documents and shall be submitted with the bid package.

ALABAMA IMMIGRATION ACT (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975)

Compliance with the requirements of the (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30, as amended by Alabama Act 2012-241, commonly referred to as the Alabama Immigration Law, is required for City of Huntsville, Alabama contracts that are competitively bid as a condition of the contract performance. The Contractor shall submit in the bid package, with the requested information included on the form, the "City of Huntsville, Alabama Report of Ownership Form" listed in the bid proposal as Attachment "I". The bidder selected for award of the contract may be required to complete additional forms relating to citizenship or alien status of the bidder and its employees, including e-verify information, prior to award of a contract.

ALABAMA ACT 2016-312

"In accordance with Alabama Act 2016-312 as adopted and approved on May 5, 2016, on behalf of _____ (insert name of business) I do hereby certify and represent that this business 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.

Cody E. Inglett
Title: Sole Managing Member
(Signature of authorized individual)"

Advertise Date: 9/23/22

UEV

ATTACHMENT "G"
SAMPLE FORM

REQUEST FOR PAYMENT
CITY OF HUNTSVILLE ENGINEERING DIVISION

PROJECT NAME AND NUMBER:

ESTIMATE NUMBER: _____ PERIOD FROM: _____ TO _____

CONTRACT DURATION _____ DAYS
START DATE: _____ END DATE: 1/0/00 TOTAL CONTRACT TIME (3) 0 DAYS

TIME C.O. # 1 _____
TIME C.O. # 2 _____ CONTRACT DAYS REMAINING 0
TIME C.O. # 3 _____

TOTAL CONTRACT AMOUNT (1) AS AWARDED $ - CURRENT $ -

C.O. # 1 $ -
C.O. # 2 $ -
C.O. # 3 $ -

TOTAL AMOUNT EARNED TO DATE LESS STORED MATERIALS (2): $ -

MATERIAL STORED (INVOICE ATTACHED) $ -

RETAINAGE (5%) OF 50% OF CONTRACT $ -

AMOUNT EARNED AFTER RETAINAGE $ -

Amount is in accordance with ALDOT and COH specifications and is based on the contract amount before change orders.

LIQUIDATED DAMAGES PER DAY 200

LIQUIDATED DAMAGES ASSESSED TO DATE: -

Damages, if applicable, will automatically be calculated by subtracting the contract end date from the invoice period end date and multiplying the days by the daily damages amount. Damages will automatically be deducted from amounts otherwise due.

TOTAL AMOUNT PREVIOUSLY APPROVED TO DATE: $ -

AMOUNT DUE THIS ESTIMATE WITHOUT LIQUIDATED DAMAGES $ -

A: % OF TIME ELAPSED: TIME ELASPED TO DATE _____ DAYS =
TOTAL CONTRACT TIME (3) 0 DAYS

B: PROJECT COMPLETION: TOTAL EARNED TO DATE (2) - =
TOTAL CONTRACT AMOUNT -

C: PROGRESS OF WORK: B - A: = #DIV/0!

CONTRACTORS CERTIFICATE

I, _____ the duly qualified, acting and authorized agent for the contractor _____ on the above project, do hereby certify that we have performed all of the work set forth in strict accordance with the plans, specifications, laws and ordinances applicable thereto, and do further certify that all labor, materials and equipment listed herein have been paid for in full as allowed on all prior estimates and if requested to do so, we will show evidence of payment for the same in writing before the final payment of this estimate. We further certify (if this is the final estimate) that the amount received hereunder is considered compensation and final payment in full for all work performed under the contract, including any amendments thereto and, upon payment of said sum, hereby release the Owner, its employees, agents, and representatives in accordance with said contract. We further certify that we fully guarantee all work performed hereunder for a period of twelve months from the date of payment of the final estimate (in accordance with the terms of our original contract and all amendments thereto), during which time all terms and conditions of the original contract document shall remain in full force and effect, including the insurance requirements, Hold Harmless Agreement, and Indemnifying Agreement as contained in said contract documents.

CERTIFIED FOR PAYMENT ON THIS THE _____ **DAY OF** _____

BY: _____ CONTRACTOR: _____

TITLE: _____

SIGNED: _____ WITNESS: _____
SIGNATURE

We have checked the quantities and extensions to this estimate, and to the best of our knowledge, the estimate is true and correct.

APPROVED FOR PAYMENT

BY: _____
CONSTRUCTION INSPECTOR

BY: _____
PROJECT ENGINEER

BY: _____
KATHY MARTIN, CITY ENGINEER
OR LYNN MAJORS, ADMINISTRATIVE OFFICER

IF FINAL ESTIMATE, DATE WORK WAS COMPLETED: _____

SAMPLE

ATTACHMENT "H"

OEL

All vendors/contractors are required to submit a Federal Tax Form W-9 to City of Huntsville at the time a contract is awarded, unless vendor/contractor is already registered and doing business with the City. 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 obtained at the following website: www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf

ATTACHMENT "I"

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): Lambert Contracting LLC
- City of Huntsville current taxpayer identification number (if available): 57714
  (Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

B. **Type of Ownership**. Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

Type of Ownership (*check appropriate box*)	**Entity I. D. Number & Applicable State**
☐ Individual or Sole Proprietorship	Not Applicable
☐ General Partnership	Not Applicable
☐ Limited Partnership (LP)	Number & State:
☐ Limited Liability Partnership (LLP)	Number & State:
☒ Limited Liability Company (LLC) (Single Member)	Number & State: 262801829 – AL
☐ LLC (Multi-Member)	Number & State:
☐ Corporation	Number & State:
☐ Other, please explain:	Number & State (if a filing entity under state law):

C. **Entity I.D. Numbers.** If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: www.sos.state.al.us/, under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

D. **Formation Documents.** Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, ***are not required unless:*** (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.

Signature: Cody E. Lambert Title (if applicable): Sole Managing Member

Type or legibly write name: Cody E. Lambert Date: 10/13/22

E-Verify

Company ID Number: 944581

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the Lambert Contracting, LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

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

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

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

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

E-Verify

Company ID Number: 944581

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

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

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

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

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

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

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

E-Verify

Company ID Number: 944581

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

E-Verify

Company ID Number: 944581

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

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

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

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

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

E-Verify

Company ID Number: 944581

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

E-Verify

Company ID Number: 944581

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

E-Verify

Company ID Number: 944581

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

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

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

E-Verify

Company ID Number: 944581

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

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

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

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

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

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

E-Verify

Company ID Number: 944581

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

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

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

E-Verify

Company ID Number: 944581

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

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

a. Scanning and uploading the document, or

b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

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

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

E-Verify

Company ID Number: 944581

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI

PARTIES

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

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

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

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

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

E-Verify

Company ID Number: 944581

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

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

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

E-Verify

Company ID Number: 944581

Approved by:

Employer Lambert Contracting, LLC	
Name (Please Type or Print) Cody Lambert	Title
Signature Electronically Signed	Date 02/08/2016
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/08/2016

E-Verify

Company ID Number: 944581

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Lambert Contracting, LLC
Company Facility Address	31303 US HWY 72 Hollywood, AL 35752
Company Alternate Address	PO BOX 464 Hollywood, AL 35752
County or Parish	JACKSON
Employer Identification Number	262801829
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1

E-Verify

Company ID Number: 944581

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

ALABAMA	1 site(s)

E-Verify

Company ID Number: 944581

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

Name	Brittany Lambert
Phone Number	(256) 609 - 0024
Fax Number	
Email Address	office@lambert-contracting.com

Name	Cody Lambert
Phone Number	(256) 609 - 0024
Fax Number	
Email Address	codylambert@lambert-contracting.com

E-Verify

Company ID Number: 944581

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ATTACHMENT "J"

"In accordance with Alabama Act 2016-312 as adopted and approved on May 5, 2016, on behalf of Lambert Contracting LLC ***(insert name of business) I do hereby certify and represent that this business 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.***

Cody E. Lambert

Title: Sole Managing Member

***(Signature of authorized individual)* "**

ATTACHMENT "K"

CERTIFICATE OF COMPLIANCE WITH ACT 2016-312

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.

Signature: Cody E. Lambert

Name of Certifying Official (print): Cody E. Lambert

Title: Sole Managing Member

Date of Certification (mm/dd/yyyy): 10/13/22

ATTACHMENT "L"

TRACER WIRE SPECIFICATION

Open-Trench Installation: direct burial #12 AWG Solid (0.0808" diameter), steel core soft drawn tracer wire, 250# average tensile break load, 30 mil high molecular-high density polyethylene jacket complying with ASTM-D-1248, 30 volt rating.

Directional Bore or Jacked Installation: direct burial #12 AWG Solid (0.0808" diameter), steel core hard drawn extra high strength horizontal directional drill tracer wire, 1150# average tensile break load, 45 mil high molecular-high density polyethylene jacket complying with ASTM-D-1248, 30 volt rating.

CEL

ATTACHMENT "M"

CEL

STANDARDS FOR NURSERY STOCK

1. EXCEPT BY SPECIFIC AUTHORIZATION OF THE CITY, EACH TREE OBTAINED WILL HAVE:

- A tag identifying its species and the nursery that grew it
- A single stem with a full, balanced crown
- Well-formed branches, and no codominant (forked) stems
- Caliper or height as specified
- A root ball of a diameter and height appropriate to the caliper of the tree (according to American Nurserymen's Association standards), and neither broken apart nor separated from the tree's roots.

2. PLANTS MAY BE REFUSED FOR ANY OF THE FOLLOWING REASONS:

POOR VIGOR OR FORM, such as:

- A sparse or chlorotic crown
- Inadequate root development within root ball.
- Abnormally sunken places in the bark, especially below branches.
- Narrow branch angles, especially those with included bark.

DAMAGE, such as:

- Open wounds on the trunk, branches, or roots (including below the soil line)
- Cracks or bark splits surrounded by inrolled callus
- Dead, cracked, broken, or flush-cut major branches
- Separating grafts.

IMPROPER PREPARATION, such as:

- Flush-cut pruning scars, or branch-stubs left at pruning
- Evidence of topping
- Evidence of pruning done in an effort to "shape up" a derelict tree or shrub
- Improperly prepared root ball (see above).

INSECT AND/OR DISEASE PROBLEMS, such as:

- Signs (e.g., eggs) or symptoms (damage) of harmful insects.
- Signs (e.g., vegetative or sporulating bodies growing on trunk, branches, or roots) or symptoms (damage) of pathogens.

3. THE CITY RESERVES THE RIGHT:

- to select trees in the nursery,
- to reject trees or shrubs that do not meet the quality standards listed above
- to refuse trees that have been improperly prepared for transportation or improperly handled prior to delivery, and
- to make changes in species and/or size of nursery stock, as necessitated by availability or unforeseen planting site conditions.

4. ALL SHRUBS AND GROUND-COVER PLANTS must cover the tops of their containers, and all containers must actually have the capacity specified.

GUYING/STAKING:
Stabilize trees with T-posts, left in place for about 1 year. The use of 'Arborties' and 'Arborknots' should benefit the trees, and should probably be continued, barring new information to the contrary.

Unless specific plans are made for inspection of nursery stock in the nursery, the selected providers will choose the trees and shrubs for use in planting projects, so that all chosen plants meet our nursery stock standards, mentioned above.

In general, all balled-and-burlapped nursery stock should have been grown in a soil comparable to what they will be planted in at the construction site - that is, usually a predominantly clay soil, rather than a sandy soil. In general, the supplier should be from an area more northerly than Huntsville, rather than more southerly.

Trees will be inspected by the Engineering Department's construction inspector, using nursery stock standards provided by Forestry/Horticulture. With adequate notice of the time of arrival (generally 1-2 days), Forestry/Horticulture will provide a representative to assist the construction inspector.

During the time between the delivery and the planting of nursery stock, all plants will be protected as follows:

- All balled-and-burlapped plants will be heeled in, using shredded pine bark mulch, wood chips, or a comparable material.
- All plants will be watered regularly, so as to keep the mulching material moist.
- Any trees with thin bark must be protected from sunscald.
- Care must be taken to handle the plants as little as possible, to protect them from damage to trunks, branches, and root balls.

The following applies regardless of seeding method used:

BASIS OF ACCEPTANCE.
The acceptance of designated seeded areas will be based on verification of a satisfactory stand of grass and legumes in the season for each seed specie required by the mix designated for use. All seedbeds areas shall be rock free before seeding. Any settlement that causes rocks to be exposed, all rocks shall be removed before acceptance. There shall be no rocks in seeded areas over ½ inches in diameter. If a satisfactory stand of grass is not established, the area shall be re-seeded without additional cost to the Department. A satisfactory stand is defined as a cover of living plants, after true leaves are formed, of the seed species required by the mix designated for use in which 80% coverage per square foot of the selected turf type has occurred.

Mowing, weeding, edging, when directed, will not be paid for as a separate pay item. Mulch, if required, will be applied and paid for separately under Section 657. Topsoil, if required, will be applied and paid for separately under Section 649, and is to include testing and mixing of additives as required by test results, if required. Water necessary to satisfactorily prepare, and establish an early stand of grass, and maintenance of all seeding shall be classified as a part of the seeding items. The amount of water and when it shall be applied shall be the Contractor's responsibility until acceptance of the project.

CARE DURING CONSTRUCTION .
All work shall be pursued in accordance with contract erosion control requirements. The Contractor shall water, fill washes, and otherwise protect and maintain the seeded areas including any mulch or cover used until the contract is accepted or grassing is accepted. Damage by either pedestrian, vehicular traffic, or other causes shall be repaired by the Contractor. It shall be the responsibility of the Contractor to establish and maintain a satisfactory stand of grass until final acceptance of the project. Mowing of excess growth shall be performed when the height of grass is in
excess of six inches. The vegetation shall be cut to approximately four inches in height. All of the above work shall be performed regardless of seeding method used and without additional compensation.

CEL

ATTACHMENT "N"

CITY OF HUNTSVILLE
IRRIGATION SPECIFICATIONS
NON MAXICOM

GENERAL

PURPOSE

The objective of these specifications is to provide, assemble and install sprinkler system which will operate in an efficient and satisfactory manner so that the finished system shall efficiently irrigate all areas to be covered and shall prove satisfactory in all aspects to the owner. The specifications, design details, irrigation designs and quotation are to be considered a part of the sprinkler system contract, and it is expected that the chosen contractor will follow specifications with due perseverance.

SCOPE OF WORK

The work required by these specifications consists of all labor, material, equipment, and services required for a complete functioning irrigation system.

The plans and specifications are intended to include everything obviously requisite and necessary to the proper installation of the work whether each necessary item is mentioned herein or not, unless otherwise specified, and the contractor is expected to provide for the same.

All work herein specified or called for on the drawings or in the detail drawings shall be executed in accordance with all governing ordinances, laws and regulations and shall meet all local conditions and any changes and/or additions in work necessary to meet ordinances, laws, regulations and/or conditions will be made without additional expense to the owner, but such changes shall have the prior written approval of the owner.

DEFINITION OF THE INTENT OF DOCUMENTS

The contract agreement, drawings, specifications and quotation constitute the contract documents, and all modifications thereof incorporated in the documents before their execution. What is called for in one document shall be as binding as if called for by all. The intent of documents is to include, unless otherwise stated, all labor and equipment for the completion of the work required for a complete irrigation system in a workmanlike and proper manner.

EXAMINATION AND VERIFICATION OF DRAWINGS AND JOB SITE

Prior to submitting a proposal for this project, each bidder has the responsibility to examine the premises and satisfy himself as to the condition under which he will be obligated to operate in installing the irrigation system under this contract.

All plot dimensions on the irrigation design are approximate. Prior to proceeding with the work, the contractor shall carefully check and verify all dimensions and shall report all variations from those indicated in the irrigation plan to the owner in writing. If changes are to be made, they will be made in accordance with previous provisions.

GUARANTEES

The work included under this contract shall be guaranteed by the contractor against all defects and malfunctions due to faulty workmanship for a period of one year from the date of final acceptance by the owner. Upon being informed by the owner of any defects or malfunctions in workmanship, the contractor shall effect all necessary repairs and/or replacements in a reasonably expedient manner at no additional cost to the owner.

Emergency repairs, when necessary, may be made by the owner without relieving the contractor of his guarantee obligation.

The contractor shall be obligated to repair any settling of backfilled trenches which may occur during the guarantee. The contractor is also obligated to restore any and all damaged planting, paving or improvements within the year period. If the contractor does not respond to the owner's request for repair work within a period of two days, the owner may proceed with such necessary repairs and charge the contractor for all expenses incurred in the repair work.

EQUIPMENT, TOOLS, AND LABOR

The contractor shall provide and pay for all equipment, tools and labor required for the completion of this project. All irrigation meters and backflow preventers, including taps and boxes are by Huntsville Utilities; bidder shall include all fees and costs (material and labor) for same in his lump sum bid price for irrigation.

The contractor shall provide and keep up-to-date a complete set of as-built drawings which shall be corrected daily to show changes in sprinkler locations, controller location, piping locations and other deviations from the original irrigation design drawing as provided to him. All isolation valve locations shall be shown with actual measurements to reference points so they may be located easily in the field. Upon completion of the work, the contractor shall furnish the owner with a complete set of as-built drawings showing the sprinkler system as installed. This is the responsibility of the contractor and shall not be construed to be the responsibility of any other party.

TRAINING OF PERSONNEL

Upon completion of work and acceptance by the owner, the contractor shall be responsible for the training of personnel in the operation, maintenance, and repair of the system. The contractor shall furnish copies of all available parts lists, trouble shooting lists, specification sheets, and catalog sheets to the owner prior to final payment.

The contractor shall set the initial watering schedules and programming of the automatic controllers in accordance with the specifications, irrigation plan or as directed. Changes in the schedules and programming and instruction on how to make such changes shall be the responsibility of the designer or landscape architect of the system.

PROTECTION OF WORK AND PROPERTY

The contractor shall continuously maintain adequate protection of all his work from damage and shall protect the owner's property from injury or loss arising in connection with work on this contract. The contractor shall take care to avoid damage to any existing buildings, equipment, piping, pipe coverings, electrical systems, sewers, sidewalks, landscaping grounds, above ground or underground installations or structures of any kind, and shall be held liable for any damage that does occur. Damage includes not only mechanical damage but from leaks in the irrigation system being installed by the contractor, whether through negligence or otherwise. The contractor shall adequately protect adjacent property as provided by law and shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by the Public Authority for local conditions. The contractor shall securely cover all openings into the section of the system he is working on and components of the system as it is being installed to prevent obstructions in the pipe and the breakage, misuse or disfigurement of the equipment.

HANDLING OF MATERIALS

The contractor shall be responsible for correct procedures in on-site loading, unloading, stacking, transporting, and handling all materials to be used in the system. The contractor shall avoid rough handling which could affect the useful life of equipment. Pipe shall be handled in accordance with the manufacturer's recommendation on loading, unloading, and storage.

CLEANING PREMISES

The contractor shall continuously keep a neat and orderly area in which he is installing the system. Disposal of rubbish and waste material resulting from the installation shall be continual. There shall be NO waste materials or trash allowed in trenches.

MATERIALS

All materials are to be furnished as specified on drawings or in specifications.

SOLVENT CEMENT AND PRIMER

Solvent shall be IPS-721 or pre-approved equal.
Solvent shall be IPS-727 or pre-approved equal, **When temperatures are below 40 Fahrenheit.**

NOTE: In temperature below 32° Fahrenheit contractor shall not glue any pipe together.

Primer shall be IPS-70 or pre-approved equal.

ELECTRIC REMOTE CONTROL VALVE

100-PEB.-150-PEB.-200-PEB.

The electric remote control valve shall be a normally closed 24 VAC 50/60 cycle solenoid actuated globe pattern with a balanced pressure diaphragm design. The valve pressure rating shall not be less than 200 PSI.

The valve shall have a manual open/close control (internal bleed) for manual opening and closing of valve without electrically energizing the solenoid. The valve shall have internal manual bleed to prevent flooding of the valve box. The valve shall house a fully-encapsulated, one-piece solenoid with captured plunger. The 24 VAC 50/60 Hz solenoid shall open with 19.6 VDC minimum at 200 PSI. At 24 VAC average in rush current, it shall not exceed .41 amps. Average holding current shall not exceed .23 amps.

The valve shall have a control port filter screen to filter out grit and prevent clogging of hydraulic control parts.

The valve shall have a stainless steel flow control stem and cross handle for regulating or shutting off the flow of water. The valve must open or close in less than one minute at 200 PSI and less than 30 seconds at 20 PSI.

The valve construction shall be as such as to provide for all internal parts to be removable from the top of the valve without disturbing the valve installation.

The valve shall be as manufactured by Rain Bird Sprinkler Manufacturing Corporation, Glendora, California, or an approved equal.

ELECTRIC REMOTE CONTROL VALVE FOR DRIP
Valve for Drip shall be; XCZ-100-PRF only.

SPRINKLERS

SECTION Depending on location, area and if you are installing in a bed or in turf these are the sprinklers that need to be installed.

SPRAYS
Sprinklers to be used in beds will be **1812-SAM-PRS-45**.
Sprinklers to be installed in turf will be **1806-SAM-PRS-45.**

NOZZLES
Nozzles shall be M.P. Rotors only.

ROTORS
Sprinklers to be installed in small turf areas will be **3504-PC-SAM-PRS.**
Sprinklers to be installed in larger turf areas will be **5006-PL-PC-SAM-PRS.**

See plans for requirements or other information for this project.

RAIN GAUGE
W.R.C. Wireless Rain Sensor Combo, installed in a lock box.
If Maxicom is in use a Rain Can must be used

LOCATION WIRE

Permanently mark all of your irrigation lines with **TRACE – SAFE** water blocking tracer wire (Color Blue). Begin at the control valve and continue to the end of that line for every control valve. Also mark in the

same manner beginning at the backflow vault and run in all main line trenches including any wire trenches that may be separate from the main line. **See detail sheet.**

If you have to start a new roll of wire or wire is broken, it must be repaired with a muletape wire connector (trace-safe water blocking) number T-S 19IL, T-S 19, T-S 12-19IL T-S 12-19 TS-19-LC and covered with an econo valve box or 10 inch if needed. You will also need to use them at the start of a run; main line and each lateral line. There will be no exceptions to this stipulation.

If you are irrigating a sports field you do not have to run Trace – Safe Wire on the fields.

CONTROL VALVE WIRE SPLICES

These splices will only be made by using **3M-DBY's;** all splices will either be made in a control valve box or a 6 inch econo box **only**.

SECTION INSTALLATION AND INSPECTION

INSPECTION OF WORK IN PROGRESS

The owner's authorized representative shall be responsible for inspection of the contractor's work which is in progress. A representative may bring to the attention of the contractor any work which does not meet the specifications of this contract and the contractor shall correct such work as brought to his attention.

STAKING OF SPRINKLER LOCATION

Staking of sprinkler locations shall be done by the contractor and approved by the owner's representative.

EXCAVATION

All excavation shall be unclassified and shall include all materials encountered.

It shall be the responsibility of the contractor to provide suitable backfill materials. This backfill material shall be free from the rocks, large stones and other unsuitable substances which could damage the pipe or create unusual settling problems. The minimum depth of cover over piping 6" and larger shall be 24". The minimum depth of cover over piping 4" and smaller shall be 18". Backfilling will be done in 6" layers and tamped after each layer is put in to prevent excessive settling **in all lines.**

No cutting of existing asphalt roadways shall be allowed. Contractor shall bore any required crossing of existing roadways in an approved manner.

The contractor shall exercise reasonable care to avoid causing damage to any and all underground utilities and structures.

The owner shall advise the contractor of any underground utilities or structure of which he is aware. Utility locating services shall be called upon to pinpoint location of any underground utilities on site of the project by the contractor.

INSTALLATION OF SYSTEM MAIN

Installation of the system main shall be in accordance with the manufacturer's instructions and shall proceed from the point of connection of supply for the system. Concrete thrust blocks shall be installed at any directional change or tee in the pipeline in accordance with the pipeline in accordance with the pipe manufacturer's instruction.

INSTALLATION OF LATERAL LINES

Lateral lines may be installed by standard trenching techniques or by "pulling in" pipe. If the pull-in method is used, the pipe "plow shall be a vibratory type and equipped with a turf roller device to prevent tearing of the "turf". The "Mole" or "Bullet" which precedes the pipe and is used to form the opening for the pipe shall be not less than 1" larger in diameter than the outside diameter of the pipe. Starting and finishing holes shall not exceed a two foot square opening, which the sod removed from such holes is to be preserved and replaced.

Lateral pipes and fittings shall be installed in accordance with the manufacturer's recommendations, including the shaking-in of PVC pipe to prevent excessive strain when contracting in cold weather.

SPRINKLER HEADS

All sprinklers shall be installed on swing joints as shown in detailed drawings. When funny pipe is used for spray heads be sure and use a marlex ell and a barb ell as a swing joint directly below sprinkler head. The sprinkler head shall be installed so that the top is slightly below the finished grade level. If finished grade has not been established, the sprinkler will be extended a minimum of 4" above existing level and marked with a stake to prevent damage by equipment. Back fill around the swing joint and sprinkler shall be free of large rocks, roots, or foreign debris. Hand tamp around heads, so heads do not move.

When finished grade has been established the contractor shall set heads with top slightly below the finished grade level, below sod or sprigs.

NOTICE OF COMPLETION

When the contractor is satisfied that the system is operating properly, that it is balanced and adjusted, that all work and cleanup is completed, he shall issue the notice of completion to the owner's authorized representative. The notice of completion shall include the required for final inspection with date and time given.

FINAL INSPECTION WITH OWNER'S REPRESENTATIVE

The owner's representative will respond to the notice of completion by the contractor and shall appear at the given time for a tour of the project with the purpose of making it the final inspection. Any inconsistencies to the specifications shall be noted by the owner's representative and a written copy of corrections shall be given to the contractor.

SECTION

SECTION ACCEPTANCE OF THE SYSTEM

The owner may accept the system even though the corrections on the final inspection have not been made by the contractor. In such a case, there will be deductions for the uncompleted or uncorrected work based on previous provisions of these specifications. Such deductions shall be made from the final payment.

SECTION AS-BUILT PLAN ACCEPTANCE

Acceptance of the system is based on the furnishing by the contractor of two sets of completed as-built plans which is acceptable to the owner or owner's representative.

TRAINING OF MAINTENANCE PERSONNEL IN OPERATION AND MAINTENANCE OF SYSTEM

The contractor's responsibility of training maintenance personnel in the operation and maintenance of the system, as outlined in a previous section of these specifications, shall not be waived due to acceptance of the system. If this responsibility is not fulfilled, the cost of obtaining this training by the owner shall be shown as deduction in the final payment.

WARRANTY AND GUARANTEE CERTIFICATES

The contractor shall furnish a certificate of warranty registration and a guarantee of work for a one year period from date of final acceptance of the system. Depending on the time of completion the contractor will need to winterize the system and start it back up in the spring. Final payment for the system shall not be made unless this certification is presented to the owner.

CEL

ATTACHMENT "O"
ADDITIONAL IRRIGATION MEASURES

GENERAL
Extent of underground irrigation system is shown on Drawings and in the schedules. Provide all labor, materials and equipment required by or inferred from Drawings and Specifications to complete the Work of the Section. Provide additional Work and materials required by local authorities at no extra cost to Owner. Contractor shall provide all permits, applications, licenses and other qualifications to complete work at no additional cost to owner.

Reference Standards: American Society for Testing and Materials, Annual Book of ASTM Standards, latest edition.
Contracts: Irrigation Work to a single firm specializing in irrigation installation, acceptable to Landscape Designer.
Codes and Standards: Perform Irrigation Work in compliance with applicable requirements of governing authorities having jurisdiction. County regulations supersede these specifications. Notify Landscape Designer in writing of all discrepancies immediately.

Do not make substitutions: If Contractor desires to make substitutions of materials; sufficient descriptive literature and material samples must be furnished to establish the material as an equal substitute. In addition, Contractor must state his reasons for desiring substitute materials. Submit this request and information to Landscape Designer.

Approval and Selection of Materials and Work: The selection of all materials and execution of all operations required under the Drawings and Specifications is subject to the approval of Owner and Landscape Designer. They have the right to reject any and all materials and any and all Work, which in their opinion does not meet requirements of the Contract Documents at any state of operations. Contractor to remove rejected Work and or materials from Project Site and replace promptly.

"As-Built" Drawings: Any changes in layout and/or arrangements of the proposed irrigation system, or any other differences between proposed system and actual installed conditions are to be recorded by Irrigation Contractor in the form of an "As-Built" Drawing. All drawings are to be clearly and neatly drawn on a Mylar sepia base of original design provided by Landscape Designer. Provide Owner and Landscape Designer with a reproducible Mylar copy of the "As-Built" Drawings before Work under this Contract will be considered for acceptance. All automatic and manual valves, hose bibs or quick couplers and wire splice shall be shown with actual dimensions to reference points so they may be located easily in the field. Submittal of approved "As-Built" Drawings will preclude any Application for Final Payment by Contractor.

Delivery, Storage and Handling: Deliver material and equipment in such a manner as to not damaged parts or decrease the useful life of equipment.

Store materials away from detrimental elements. Coordinate with General Contractor to secure a safe staging area.
Handle, load, unload, stack and transport materials for irrigation system carefully to avoid damage. Handle pipe in accordance with Manufacturer" recommendations.

Verify Tap: Test water conditions, as they exist immediately down stream from tap: If they do not meet design demands, notify Landscape Designer immediately of existing conditions.

The irrigation system is designed to operate under the following conditions; a minimum of 60 psi of water pressure at tap and at least 60# gpm available water supply from existing tap & meter. Verify working conditions by Irrigation Contractor
Job Conditions: Insurance on irrigation materials or equipment stored or installed is the responsibility of Irrigation Contractor. Such insurance shall cover fire, theft and vandalism. Should Contractor elect not to provide for such insurance, he will in no way hold Owner responsible for any losses incurred by the aforementioned acts. The Contractor is responsible for all costs incurred in replacing damaged or stolen materials.

Obtain all required permits and pay all required fees, at no additional cost to Owner. Any penalties imposed due to failure to obtain permits or pay fees are the responsibility of the Contractor.

Provide and maintain all passageways, guard fences, warning lights and other protection devices required by local authorities.

Existing site improvements shall be performed in a manner that will avoid possible damage. The Contractor is responsible for any damage of a mechanical nature as well as damage resulting from leaks in irrigation system whether due to negligence or otherwise. Keep project site clean and orderly at all times during construction.

Sleeves are to be installed by the Irrigation Contractor.

Coordination and scheduling for excavation of sleeve ends is the responsibility of the Irrigation Contractor.

Coordinate and schedule all Work with General Contractor.

Damages resulting from irrigation installation to Work of other trades must be repaired at the expense of Contractor in a timely fashion.

Make adjustments to system layout as may be required and requested to provide complete coverage at no additional cost to Owner.

Warranty: All Work for a period of one year, starting on Date of Substantial Completion, against defects in material, equipment, Workmanship and any repair required resulting from leaks or other defects of Workmanship, material or equipment.

Repair unsatisfactory conditions promptly at no cost to Owner.

Owner may make emergency repairs without relieving the Contractor of this warranty obligation.

Irrigation Contractor to repair settling of backfilled trenches occurring during warranty period, including restoration of damaged plantings, paving or improvements resulting from settling of trenches or repair operations.

Respond to Owner's request for repair Work within ten days. If not, Owner may proceed with such necessary repairs at Contractor's expense. In addition, Contractor shall be held responsible for replacement of any plant material (tree, shrubs, sod or seed) that becomes damaged or dies due to a lack of water during periods in which irrigation system is inoperable.

PRODUCTS:
Specific requirements concerning the various materials and arrangements which safe to be installed are shown on drawings.

Quality and Size: Material specified by name and/or model number in the Specifications, on the site or detailed drawings are used for the purpose of identification of materials and to insure specific use of that material in the construction of the system. No substitutions will be permitted without approval. (See Substitutions).

Plastic pipe for all main lines and laterals is Class 200 PVC Type 1120 or 1220 as manufactured Cabot, John-Mansville (or approved equal) unless otherwise specified herein or on the drawings.

PVC pipe is to be continuously marked with Manufacturer's identification, type, class and size and installed with these markings on the tope of the pipe.

All fittings should be Schedule 40 PVC Type 1, of domestic manufacture and identified as to pressure rating or schedule.
Solvent Weld: Solvent weld for PVC pipe over 20' length must be installed with standard 20' length sections. Unnecessary joints or couplings are not acceptable.

Risers: no risers will be used.

Electric Wiring: All 110 volt AC wiring to controller must consist of three wires: one black, one white and one ground. Electrical service to be provided by General Contractor unless otherwise directed by Owner.

All splices in controller wiring shall be waterproofed by using 3M DBY'S wire connectors.

All control wiring shall be 24-volt solid wire U.L. approved for direct burial in ground. Minimum wire size: 14 gauge station, 12 gauge common.

All control wiring and wiring connections from controller to valves shall be included in this contract.

Sprinkler Heads: Provide as indicated on the plan. Heads perform to Manufacturer's specifications concerning radius of throw and volume in gallons per minute at given pressure. All sprinkler heads are on swing pipe and hose bibs are to be on triple elbow swing joints.

Automatic Controller: Is to be installed in the location (shown on drawings/identified by owner's representative). The controller location will be accessible as shown on drawing for maintenance. Provide for the possibility of making minor timing adjustments to the controller in the field.

Provide controller specified on drawing; fully automatic capability as well as manual operation of the system.

Irrigation Contractor to coordinate sleeve through wall for irrigation controller (with General Contractor). If installed outside coordinate sleeve through concrete slab for irrigation controller (with General Contractor).General Contractor to provide power to controller. Coordinate with General Contractor.

Provide controller specified on drawing that operates on a minimum of 110 volts AC power input and is capable of operation of 24-volt AC electric remote control valves, with a reset circuit breaker to protect from overload. Contractor is responsible for connection to 100V AC power to controller.

Stations: Each station shall have a time setting knob that can be set for variable timing in increments from 6 to 60 minutes, or set to omit the station from irrigation cycle.

The controller, Rainbird ESP – MC-24- SS shall have a 14-day calendar dial and a 24-hour clock dial with 23 captive hour pins for programming irrigation cycle start times. A master "on-off" switch shall allow the valve power output to be interrupted without affecting the controller.

Controller Construction: The controller must be constructed so that all internal parts are accessible through controller door without disturbing cabinet installation.

Water Meter: Coordination of meter installation is the responsibility of the Irrigation Contractor. Unless installed by Utilities.
Backflow Preventer: To be installed by Irrigation Contractor. Provide Watts Double Check Assembly Backflow Preventer Model 007. The backflow preventer is a double check valve assembly type, capable of having a flow rate of 80 gpm, with a pressure loss not to exceed 5 psi and suitable for supply up to 150 psi. The backflow preventer body to be bronze, internal parts stainless steel and check valve assemblies with tight seating rubber. The backflow preventer assembly must include two gage valves for isolating unit and two ball valve test clocks for testing unit to insure proper operation. Provide backflow preventer as manufactured by Watts Sprinkler Manufacturing Corporation. Unless installed by Utilities.

Pressure Regulator: Provide Wilkins #600 or equal.

Mastervalve: Rainbird # electric remote control valve w/brass body and bonnet. Valve shall be wired to open and close with each circuit valve. Size based on mainline.

Valve Boxes: Ametek 12" rectangular valve box with cover or jumbo mechanical box with cover and Ametec 10" round valve box with cover as indicated on drawings. Place a minimum of 6" depth of gravel under each valve box, meter, and pressure regular and backflow preventer box.

Sleeves: Class 200 PVC Pipe Type 1120 or 1220: Size as indicated on Detail by Irrigation Contractor.

Hose Bibs: Hose bibs shall have an all cast brass or bronze body. Hose bibs to be ¾" inside diameter and shall be installed below grade in Ametek 12" x 18" valve boxes. The cover over hose bib boxes shall be clearly marked with "non-potable water".

Control Valves: Provide Rainbird Electric Remote Control Valve (size as indicated on Plan). Valve to conform to Manufacturer's Specifications concerning performance and at a given pressure.

Surge Protection Equipment: Provide General Electric Lightning Arrestor #GL 15 CC B 007 for controllers not equipped with primary surge protection.

Provide secondary surge protection installed on the 24V AC valve control wiring for systems controlling 24V AC solenoid operated valves.

The Irrigation Contractor is responsible for determining whether the above mentioned surge protection equipment is provided for in controller as a "built-in" unit or if it must be supplied and installed separately.

Isolation Valves: Provide all gate valves for isolation purposes allowing full diameter opening when in full open position.
Manually operated valves shall be same size as mainline.

Automatic Drain Valves: Install at low point for each lateral line "Rainbird 16AP" drain valve in gravel sump 12" x 12" in size and with a minimum of 18" of cover over sump. Miscellaneous System Components: Provide risers, reducers, couplings, adapters, and fittings as necessary to complete irrigation system.

EXECUTION

Provide a competent superintendent and necessary assistants on the job while Work is progress. The Superintendent represents Contractor in all functions and directives given to him by Owner are binding as if given to Contractor in person.
During the installation Landscape Designer or the owner's representative may make regular site visits and reject any Work and materials that do not meet the Standards called for in Contract Documents. Rejected work must be promptly corrected and no time extension will be allowed for this reason.

Inspection: Inspect project area prior to start of Work to determine that all site conditions are acceptable for irrigation Work to begin. Inform Landscape Designer of unsuitable conditions. Do not proceed with installation of irrigation system until unsatisfactory conditions have been corrected in a manner acceptable to installer.

Preparation: Flag all existing underground utilities prior to trenching and/or boring operations. Obtain utility locations from Owner an/or General Contractor and Utilize utility locating services when necessary.

Excavation: All excavation is unclassified and includes all materials encountered.

Prior to excavation, remove sod, preserve and replace after backfilling is completed.

After excavation and backfilling is completed, regrade trenched area consistent with surrounding area and re-establish with 100 percent pure of type grass existing. Maintain as necessary for establishment and survival of grass.

Backfill material is to be free from rock, large stones and other unsuitable substances that could damage the pipe or create unusual settling problems. Back fill in 6" layers and tamp after each layer to prevent excessive settling.

Backfill trenches containing plastic pipe when pipe is cool to avoid excessive contraction in cold weather. Such backfilling can be done in early morning hours or pipe may be water cooled prior to backfilling procedures.

Backfill material evenly in lifts not to exceed 6" and compact to 100 percent of maximum density.

Contractor is responsible for establishing compaction in trenches equal to or exceeding overall compaction of paving base. Leave top of trench ready for asphalt by others. Minimum depth of cover of all pipe is as follows:
¾" – 1" pipe – minimum depth cover is 12"
1 ½" – 1 ½" pipe – minimum depth cover is 18".

Sleeving: Location of sleeving shown on plans is schematic. Sleeving Contractor to make adjustments necessary to accommodate existing vegetation, utilities and other existing conditions. Repair of damage to existing utilities, structures or other construction resulting from installation of sleeves is the responsibility of Sleeving Contractor. Verify those installed previous by others. Install PVC sleeves according to detail.

Pipe Joints: Follow Manufacturer's Recommendation.

Solvent weld PVC pipe, assemble according to Manufacturer's Recommendations, using appropriate PVC pipe cleaner/primer and solvent cement.

PVC to metal connection, Work metal connection first then use Teflon pipe fitting
Main line shall be installed according to Manufacturer's Recommendations.

Pipe and Fittings Installation: Install according to Manufacturer's Recommendations including snaking-in of PVC pipe to prevent excessive strain when contracting in cold weather. Solvent weld fittings must conform to Schedule 40 or Schedule 80 PVC dimensions and specifications for solvent weld fittings and as manufactured by Lasco, Inc.

Lateral lines and risers shall be as follows:
Install according to Manufacturer's Recommendations using standard techniques.
Combine lateral lines and main supply lines in common trenches wherever possible with specified minimum depth of coverage over all pipe (see Backfilling).
No risers.
Exchange of 4" pop-up to 12" high pop-in field by Landscape Designer is incidental.
Plug lines immediately upon installation to minimize infiltration of foreign matter.
Flush lateral lines and risers prior to installation of sprinkler heads.
No risers.

Sprinkler Heads: Low pop-up sprinkler heads shall be installed in such a manner that tip is 1" above finished grade. Where finish grade has not been established, extend a riser a minimum of 12" above existing grade to mark location of head. After finish grade is established, install heads at specified height on trip elbow swing joint; or flex pop when specified.

High pop-up heads: High pop-up shrub heads shall have the finished height determined by Landscape Designer.

Backfill around sprinkler head assembly in such a manner that sprinkler head is stabilized so that no lateral motion is exhibited during operation.

Height of all heads in bed areas to be determined in the field by Landscape Designer.

Install control wire in orderly fashion, locate in main line trench. Bundle wires together and tape at 10' intervals. Position wires under main line.

Allow for contraction of wires by providing looped slack at directional changes in supply line.

Keep wire splices to a minimum. All splices shall be waterproofed by using "3-M DBY'S" wire connectors. All splice locations to be indicated on "as-built drawings".

Pass Wires under existing or future paving, construction, etc. through PVC sleeves provided by Irrigation Contractor.
Control Equipment: Install automatic valves and controller according to Manufacturer's Recommendations. Appropriate locations are shown on the drawings.

Valve Boxes: All valves are to be housed in valve boxes. Install according to Manufacturer's Recommendations and according to details. Position boxes at a height that will not cause them to interfere with maintenance machinery (e.g., mowers) and such that soil and mulch do not wash into the box. Locate all valve boxes within plant bed areas wherever possible.

Install surge protection equipment on primary (110 VAC) power lines. Connect each surge protect unit to at least on 5/8" diameter by 9' long copper clad grounding electrode driven into the soil to its full depth. Place electrodes no closer than 2' from controller cabinet or any control or power wire. Be consistent in locating ground rods throughout installation with respect to controller position and not locations on "As-Built" Drawings.

Ground wire between surge protection device and grounding electrode to be single strand bare copper wire at least one size greater than wire supplying power to control unit. Route ground wire away from power and control wires where possible.

When it is necessary to pass through controller cabinet wall use two #L-70 copper grounding lugs and brass bolt as noted in detailed drawings. Use #WE 5/8" ground rod clamp (single piece and bolt) to make connection between ground rod a minimum of 10". Cover the top of rod and clamp with a Toro #850-00 cover with lid at grade level.

Balancing and Adjusting: Balance and adjust the various components of system so that overall operation of the system is most efficient. This includes synchronization of controllers, adjustment to pressure regulators, part circle sprinkler heads and individual station adjustments on controllers. The Contractor has the right to call in the Designer or Owner's Representative to aid in balancing and adjustment of system.

Operational Testing: Upon completion of irrigation system and after head installation, test entire system for proper operation. Flush all air from system and check components for proper operation.

"As-Built" Drawings: "As-Built" Drawings are to include locations of all wire splices, valves (automatic and manual) with triangulated measurements to each location as well as any deviations in location of piping and heads as represented by Contract Documents.

Owner Orientation: Upon completion of Work and final acceptance by Owner and Landscape Designer, Contractor is responsible for orientation of maintenance personnel in the operation, maintenance and repair of system. Furnish copies of all available parts lists, trouble-shooting lists and specification sheets to Owner prior to final payment.

Set initial watering schedules and programming on automatic controllers at the direction of Landscape Designer. Changes in schedules and programming and instructions on how to make such changes are under the responsibility of the Landscape Designer.

Winterizing the System: If Owner requires, irrigation piping must be winterized by first blowing system clear of water using compressed air (80 psi minimum) admitted into piping at a quick coupling valve or hose bib located at a higher elevation on the system piping. Activate individual zones; higher zones first, then proceed successively through the system towards lower elevations. Proceed through all zones twice. The air compressor used to winterize system must have an engine separate from compressor tanks to prevent high temperature air from being injected directly into PVC piping.

Clean Up: During Irrigation Work, keep project site clean and orderly. Upon completion of Work, clear grounds of debris, superfluous materials and all equipment. Remove from site to the satisfaction of Landscape Designer and Owner.
Protection: Protect Irrigation Work and materials from damage due to irrigation operations, operations by other contractors, trades and trespassers. Maintain protection until Date of Substantial Completion. Cover all openings into system as it is being installed to prevent obstructions in pipe and breakage, misuse or disfigurement of equipment.

Contractor is responsible for theft of equipment and material at job site before, during and after installation, until Date of Substantial Completion of the Work in total.

Inspection and Acceptance: Upon completion of Work, notify Landscape Designer and Owner at least three days prior to requested Date of Inspection for Substantial Completion. Prior to contacting Landscape Designer for the purpose of demonstrating all or any part of the system, thoroughly test the system for proper operation and make adjustments and replace any defective parts prior to inspection for Substantial Completion. Where inspected irrigation Work does not comply with requirements, replace rejected Work promptly, within two weeks of inspection. In unusual circumstances Owner may grant a longer time period. If such replacements are not completed within time specified, Contractor may be considered to be in default of Contract and Owner may use Contract Retainage to hire other Contractors to finish the Work.

ACCEPTANCE AND GUARANTEE

Substantial Completion: Submit written requests for inspection for Substantial Completion to Landscape Architect at least three calendar days prior to anticipated Date of Inspection and Testing. Substantial Completion cannot be granted, and at the same time no further applications for payment shall be approved for more than 85% of contract until there has first been a walk-through for head coverage. At this time the Landscape Designer and the Owner's Representative will prepare a "punch list" that consists of items to be addressed and corrected by Contractor immediately. Depending on the extent of the Work on the "punch list", the Landscape Designer and the Owner's Representative will determine whether Substantial Completion is to be granted at that time or at a later date, pending the completion of the "punch list".

Submit record drawings and maintenance manuals to Landscape Designer with written request for inspection.

Review "punch list" Work jointly with the Owners Representative and Landscape Designer for Substantial Completion of total (contract) Work.

Upon satisfactory completion of repairs and replacements and completion of "As –Built" drawings, Landscape Designer and the Owners Representative will verify system for Substantial Completion and issue AIA Certificate of Substantial Completion if all items on "punch list" have been completed. If necessary another "punch list" will be written to itemize any deficiencies still existing and will be attached to AIA Certificate. Contractor shall complete all "punch list" items if possible within 30 days while continuing maintenance.

Date of Substantial Completion: Date of Substantial Completion will constitute beginning Date of One-Year Guarantee.

This Date also constitutes the beginning of the warranty responsibilities and acceptance by Owner and Landscape Designer.

Guarantee all Work, products, equipment and materials for one year, beginning at Date of Substantial Completion as per Written Letter of Notification.

Make good any damage, loss, destruction or failure. Repairs and replacements shall be done promptly and at no additional cost to Owner.

Repair damage to grade, plants and other Work or property as necessary.

If replacement are not acceptable during or at end of Guarantee Period Owner may elect either subsequent replacement or credit. Replacement products shall have a similar one-year guarantee from time of replacement.

Guarantee applies to all unacceptable conditions or losses with exception of those due to acts of nature, vandalism or Owner neglect, as determined by Landscape Designer. Acts of Nature include, but nay not be limited to, high winds or hurricane or tornado force, sleet, hail, freezing rain and extreme cold (as determined by Landscape Designer.

Final Inspection and Acceptance: One year after the Date of Substantial Completion of Work in total, the Landscape Designer and Owner will inspect Work for Final Acceptance. Upon satisfactory completion of repairs and/or replacements Landscape Designer certifies, in writing, the Final Acceptance of Work.

At the end of Guarantee Period and upon request for inspection, jointly review all guaranteed Work for Final Acceptance. Submit written request for inspection for Final Acceptance to Landscape Designer at least two weeks prior to anticipated Date of Inspection; include list of Work Substantially Complete and list of Work replaced during Guarantee Period.

Upon completion by Contractor of all required replacements, Owner and Landscape Designer will confirm the Date of Final Acceptance of Work.

Applications for Payment will be covered in the general contract.

SUPPLEMENT TO GENERAL REQUIREMENTS

FOR

CONSTRUCTION OF PUBLIC IMPROVEMENTS

GOVERNORS DRIVE MEDIAN LANDSCAPING & PEDESTRIAN

IMPROVEMENTS (MILL CREEK ACTION ACTIVITY)

PROJECT #71-22-SP27

CITY OF HUNTSVILLE, ALABAMA

SUPPLEMENT TO GENERAL REQUIREMENTS

1. GENERAL

The attention of all bidders is called to Code of Alabama §§ 34-8-1 and 34-8-2 (1975) AND 34-8-1, 34-8-2, 34-8-4, 34-8-6, 34-8-7, 34-8-8 AND 34-8-9 (AMENDED 1996) setting forth the definition of general contractor and the licensing procedures and requirements for state licensing. No one is entitled to bid and no contract may be awarded to anyone who does not possess a valid general contractor's license and the required classification for the municipal type work to be performed. The general contractor's State of Alabama license and classification must appear on the outside of the bid envelope along with the general contractor's name and address, project name and number and date and time of bid opening. Failure to provide this will be cause to reject the bid.

In determining the successful bidder, the Owner will consider in addition to the bid prices, such responsibility factors as characteristics and responsibility, skill, experience, record of integrity in business, and of performance offered and past record of performance on Owner contracts on other similar projects. Any other factors not specifically mentioned or provided for herein, in addition to that of the bid price which would affect the final cost to the Owner, will be taken into consideration in making award of contract. The right is reserved to reject any bid where investigation of the business and technical organization of the bidder available for the contemplated work, including financial resources, equipment, and experience on similar projects does not satisfy the Owner that such bidder is qualified to perform the work. The City Council of the City of Huntsville reserves the right to reject any and all bids and to waive informalities.

Separate sealed bids for the construction of this project shall be accompanied by Bid Bond in the amount of five percent (5%) of the amount of the bid not to exceed $10,000.00. Quantities are known as Attachment "A". No bidder may withdraw his bid within ninety (90) days after the actual date of opening. Addenda, the Supplement to General Requirements for Construction of Public Improvements City of Huntsville Specifications, Standard Specifications for Construction of Public Improvements Contract Projects, the supplemental specifications, the plans, special provisions and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions, unless obviously incorrect, shall govern over scaled dimensions. Contract Document Order of Precedence shall be as follows: 1. Addenda; 2. General Requirements (instructions to Bidders and Bid Proposal including attachments); 3. Supplement to General Requirements; 4. Drawings/City of Huntsville Standard Specifications for Construction of Public Improvements Contract Projects, 1991; 5. Supplemental Specifications (Earthwork, Chain Link Fences, and Gates); 6. Special Conditions; and 7. Current ALDOT Specifications. All bid openings and any scheduled pre-bid conferences are open to the public and will be held in the Public Services Conference Room on the 1st Floor at 320 Fountain Circle, Huntsville, Alabama, unless otherwise noted.

All references to OWNER shall mean City of Huntsville, Alabama. All references to City Engineer shall mean OWNER.

2. PROPOSAL PREPARATION

(A) Proposal Form. The bidder's proposal must be submitted on the complete original proposal form furnished him by the City. Unless otherwise provided in the proposal, joint venturers may submit a proposal for a joint venture of qualified bidders on a proposal form issued to one of them, provided each venturer has taken out a proposal and provided the proposal is signed by each co-venturer.

(B) Details. On the proposal form, the bidder shall enter in numbers a unit price and the extended amount bid (unit price x quantity) in the appropriate column for each bid item, exclusive of those items for which a fixed contract unit price and extension amount are shown. On lump sum items an entry shall be shown in the amount bid column. If a bidder wishes to bid an item free, then he shall enter 0 (zero) in both the unit price column and amount bid column. After all extensions are made, the bidder shall total the extended amounts of the bid items and show his total bid amount in the appropriate place on the proposal form. All figures shall be legibly shown in ink or typed. Any interlineation, erasure or other alteration of a figure shall be initialed by the signer of the proposal. The City will check the extension of each item given in the proposal and correct all errors and discrepancies. In case of a discrepancy between a unit bid price and the extension amount, the unit price shall govern. The sum of the extension amounts will be the contract bid price. The undersigned bidder further understands that any deletions or additions designated on the outside of the bid envelope, must indicate the particular bid item relative to the deletion or addition, even if the deletion or addition references to deduct or add to the Total Base Bid. Any bids received that are unsealed will be immediately rejected.

(C) Signing. The bidder's proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, or by one or more officers of a corporation or by an agent of the Contractor legally qualified and acceptable to the City. If the proposal is made by an individual, his name and post office address must be shown; by a partnership, the name and post office address of each partnership member must be shown; as a joint venture, the name and post office address of each member or officer of the firms represented by the joint venture must be shown; by a corporation, the name of the corporation and the business address of its corporate officials must be shown. The proposal bid bond, if bid bond is tendered, shall be properly signed by the bidder and the surety.

(D) Irregular Proposals. Proposals will be considered irregular and will be rejected if they contain any omissions, alteration of form, additions not called for, incomplete bids (includes failure to enter a unit bid price on a bid item or, in the case of an alternate, the alternate being bid by the Contractor), interlineations, erasures or alterations not initialed by the person signing the proposal, or other irregularities of any kind. Bids that are not signed will be considered non-responsive and will be rejected. No proposal will be opened that does not contain the contractor's Alabama State license number. Proposals may be rejected at any time prior to the execution of the contract. Any bidder using the same or different names for submitting more than one proposal upon any project will be disqualified from further consideration on that project.

(E) Delivery of Proposals. Each proposal for each contract shall be placed, together with the proposal guaranty, in a sealed envelope on the outside of which is written in large letters "Proposals for Work" and so marked as to indicate the project name, project number, bidder name, and State license number. Proposals will be received by the OWNER or his representative unless otherwise provided until the hour and date set in the notice to Contractors for the opening thereof. No proposal will be considered which has not been received prior to the hour and date set for the opening of bids. Proposals received after that time will be returned. No proposal will be opened that does not contain the contractor's Alabama State license number. Proposals that are mailed should be sent to the attention of: Engineering Procurement & Contracts Coordinator, 320 Fountain Circle, 2nd Floor Engineering Department, Huntsville, AL 35801.

3. QUANTITIES

The undersigned bidder understands that when unit prices are called for, the quantities shown herein are approximate only and are subject to increase or decrease, and offers to do the work whether the quantities are increased, or decreased, at the unit prices stated in the proposal. Any substantial changes requiring an increase must be approved by change order prior to work and authorized by City Council Action. The undersigned bidder also understands that when lump sum bids are called for, he will be required to furnish all equipment, labor, material and other items or cost to construct a complete facility. See Attachment "A" - Bid Quantities or revised Attachment if quantities have changed after pre-bid meeting.

4. CHANGE ORDERS

(A) Changes in the Work

Without invalidating the agreement, the owner may, at any time or from time to time, order additions, deletions or revisions in the work; these will be authorized by change orders. Upon receipt of a change order, the contractor will proceed with the work involved. All such work shall be executed under the applicable conditions of the contract documents. A change order signed by the contractor indicates his agreement.

The OWNER may authorize minor changes or alterations in the work not involving extra cost and not inconsistent with the overall intent of the contract documents. These may be accomplished by a field order.

Additional work performed by the contractor without authorization of a change order will not entitle him to an increase in the contract price or an extension of the contract time, except in the case of an emergency.

The owner will execute appropriate change orders prepared by the engineer covering changes in the work to be performed and work performed in an emergency and any other claim of the contractor for a change in the contract time or the contract price which shall be approved by the OWNER.

It is the contractor's responsibility to notify his surety of any changes affecting the general scope of the work or change in the contract price and the amount of the applicable bonds shall be adjusted accordingly. The contractor will furnish proof of such adjustment to the owner.

(B) Change of Contract Price.

The contract price may only be changed by a change order. Any claim for additional compensation shall be based on written notice delivered to the Owner and Engineer within ten (10) days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five (45) days of such occurrence unless OWNER allows an additional period of time to ascertain more accurate data. The contract price constitutes the total compensation payable to the contractor for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the contractor shall be at his expense without changing the contract price. The owner may at any time without notice to the sureties, by written order designated or indicated to be a change order, make any change in the work within the general scope of the contract, including but not limited to changes: (1) in the specifications (including drawings and designs); (2) in the method or manner of performance of the work; (3) in the owner-furnished facilities, equipment, materials, services, or site; or (4) directing acceleration in the performance of the work. Any other written order or an oral order from the owner which causes any such change, shall be treated as a change order under this clause, provided that the contractor gives the owner written notice stating the date, circumstances, and source of the order and that the contractor regards the order as a change order.

(C) Change in the Contract Time.

The contract time may only be changed by a change order. Any claim for an extension in the contract time shall be based on written notice delivered to the owner and engineer within ten (10) days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five (45) days of such occurrence unless OWNER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the contract time shall be determined by OWNER if owner and contractor cannot otherwise agree. Any change in the contract time resulting from any such claim shall be incorporated in a change order. The contract time will be extended in an amount equal to time lost due to delays beyond the control of contractor if he makes a claim as provided above. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by owner, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

All time limits stated in the contract documents are of the essence of the agreement. The provisions shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party. No claim for delay shall be allowed because of failure to furnish drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

(D) Time extension for abnormal weather conditions

In order for the owner to award a time extension for abnormal weather, the following conditions must be satisfied:

1. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

2. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without fault or negligence of the contractor.

The following table of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) and similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's normal progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities. The contractor's bid shall include the impact of the anticipated lost days in his quotation for the time he is to be on site.

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
11	8	6	4	4	5	6	4	4	3	4	8

Actual adverse weather delay days must prevent work on critical activities for 50% or more of the contractor's scheduled work day before it is considered a weather delay day.

5. MAINTAIN OFFICE

The successful contractor shall establish an office in Huntsville, Alabama, with telephone service, and shall maintain close liaison with the OWNER.

6. SUBCONTRACTORS

The prime contractor shall be responsible for all work covered under the executed contract; therefore, this responsibility cannot be shifted by subcontracting the work to others. All subcontractors shall be approved by the OWNER and shall be properly licensed as required by Alabama State Law. (Code of Alabama §§ 34-8-1 and 34-8-2 (1975) AND 34-8-1, 34-8-2, 34-8-4, 34-8-6, 34-8-7, 34-8-8 AND 34-8-9 (AMENDED 1996)) A list of all subcontractors proposed for use on the project shall be provided to the OWNER at the time that bids are received. This document will be known as ATTACHMENT "D". Lien waivers will be required from all subcontractors at the time of submittal of the final payment request. Contractor shall keep the "Subcontractor's Listing" updated throughout the project duration and submit a copy of the listing with the request for final payment. Noncompliance with this request may cause delay in payment to the Contractor.

All subcontractors must be approved in writing by Owner. If the subs listed on Attachment "D" are approved by the Owner, you will be notified in your notice to proceed. Any additional subcontractors needed during the contract period shall be approved by written letter from the Owner. See Section 39 for Correction to City of Huntsville Standards Specifications for Construction.

7. BID BOND

Accompanying this proposal is a certified check or original signed, dated and sealed bid bond in the amount of not less than five percent (5%) of the total amount shown on the schedule of prices, not exceeding $10,000.00 dollars, payable to the City of Huntsville, Alabama, which is to be forfeited, as liquidated damages, if, in the event that his proposal is accepted, the undersigned shall fail to execute the contract and furnish a satisfactory contract bond under the conditions and within the time

specified in this proposal; otherwise, said certified check or bid bond is to be returned to the undersigned.

8. N/A

9. LIABILITY INSURANCE (SEE ALSO ATTACHED INSURANCE FOR CONTRACTORS, WHICH IS SHOWN AS SECTION 24.)

The Contractor shall provide and maintain comprehensive general public liability insurance protecting the Contractor and the City against claims arising out of or resulting from the Contractor's operation under his contract for personal injury or property damage with minimum combined single limits of $1,000,000, whether such operations are performed by himself, or by anyone directly or indirectly employed by them. Liability is not necessarily limited to the minimum amounts of insurance required herein, especially where other insurance coverage is available. In addition, a copy of the policy may be requested upon award. Certificates of insurance acceptable to the City shall be filed with the City prior to commencement of work and said certificate shall provide that policies will not be altered or canceled until at least 30 days prior written notice has been given to the City.

The Contractor shall indemnify and hold the OWNER, its officers and employees harmless from any suits, claims, demands, damages, liabilities, costs and expenses including reasonable attorney's fees, arising out of or resulting from the performance of the work. Certificates of Insurance are required naming the City as the Certificate Holder. The Certificates should reflect the insurance coverage required herein. The Certificates are to be signed by a person authorized by the Insurer to bind coverage on its behalf and must be an original signature. 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. The Certificates must indicate coverage will not be canceled or non-renewed except after thirty (30) days prior written notice to the City at the following address: City of Huntsville, P.O. Box 308, Huntsville, Alabama 35804, Attention: Mary Ridgeway.

10. LICENSES AND CLASSIFICATIONS

In order to receive the award of this contract, the Contractor/Subcontractor(s) shall be required to possess a valid general contractor's license in accordance with Code of Alabama §§34-8-2 (1975) and (1996 amended) Code of Alabama as stated in Section 1 above. This general contractor's license shall be a State of Alabama general contractor's license and shall be maintained throughout the term of this contract. A valid City of Huntsville license shall also be maintained throughout the term of this contract by the Contractor/Subcontractor(s).

The required classification for this project is stated in the Notice to Contractors also known as Attachment "F".

11. PERMITS

Additionally, the contractor 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. A City of Huntsville Contractor's License must be obtained from the City of Huntsville Inspection Department at the time signatures are obtained on contracts. A copy of City of Huntsville license shall be provided to the OWNER at the time the contract is executed. If project requires an ADEM permit, the Contractor is responsible for transferring the ADEM permit from the City of Huntsville to the Contractor upon award of bids.

12. PAYMENT

The OWNER agrees to pay the Contractor as follows: Once each month per project. The OWNER shall make partial payment to the Contractor on the basis of duly certified and approved estimates of the work performed during the preceding month by the Contractor, less five percent (5%) of the amount of such estimate, which is to be retained by the City until all of the work has been performed. Owner reserves the right to withhold payments for, but not limited to: a) defective work not remedied or defective materials not removed from site; b) claims filed, or reasonable evidence indicating imminent filing of claims against the Contractor; c) failure of the Contractor to make payments properly to subcontractors for labor, materials and equipment; d) a reasonable doubt that the Contract can be completed for the balance then unpaid; e) damage to another Contractor; f) performance of work in violation of the terms of the Contract; g) expiration of Contract time. Liquidated damages will be deducted from all invoices when the invoice estimate period end date is later than the contract completion date. All pay requests will be submitted by hard copy. A sample copy of the invoice is attached as Attachment "G". Two originals and two copies of the invoices are required before payment will be made. The originals and copies should be submitted each month to the Administrative Officer in the Engineering Department. No further retainage will be held after fifty percent (50%) of the contract is complete. All payments to Contractor will be made as soon as practical after the approval and finance processes have been completed. SEE SECTION 32 FOR INFORMATION ON FINAL PAYMENT.

13. N/A

14. EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, and SITE WORK

Before submitting a proposal, bidders shall examine carefully the site of the proposed work, the general and local conditions, the proposal form, standard specifications, supplemental specifications, special provisions, all addenda, and the bid bond

form, and it is mutually agreed that the submission of a proposal shall be prima facie evidence that the bidder has made such examination and has judged for and satisfied himself as to the conditions to be encountered in performing the work, and to the requirements of plans, standard specifications, supplemental specifications, special provisions, contract, and bonds. No adjustments or compensation will be allowed for losses caused by failure to comply with this requirement. Boring logs and other records of subsurface investigations may be available for inspection by bidders. Bidders shall request such records if they are not otherwise provided with bid documents. If available, it is understood that such information was obtained and is intended for the City of Huntsville's design and estimating purposes only. It is made available to bidders that they may have access to identical subsurface information available to the City, and is not intended as a substitute for personal investigation, interpretations and judgment of the bidders. Bidders are advised that the City disclaims responsibility for any opinions, conclusions, interpretations, or deductions that may be expressed or implied in any of the information presented or made available to bidders; it being expressly understood that the making of deductions, interpretations, and conclusions from all of the accessible factual information is the bidder's sole responsibility.

The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings, and the Product Data and shall give written notice to the Owner of any inconsistency, ambiguity, or error omission which the Contractor may discover with respect to these documents before proceeding with the affected work. The issuance or the express or implied approval by the Owner or the Engineer of the Contract Documents, Shop Drawings, or Product Data shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The Owner has requested the Engineer to only prepare documents for the Project, including drawings and specs for the project which are accurate, adequate, consistent, coordinated and sufficient for construction. HOWEVER, the OWNER MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS. By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed, and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not, rely upon any representation or warranties by the Owner concerning such documents as no such representation or warranties have been or are hereby made.

15. INCLUSIONS TO CONTRACT

The parties further agree that the advertisement for bids, instructions to bidders, contractor's proposal, plans and specifications, general requirements, supplement to general requirements and general terms and conditions, together with any addenda thereto, made prior to submission of the contractor's proposal and all modifications agreed to by the parties and issued after the execution of this contract are a part of this contract as if fully set out herein.

16. **COMMENCEMENT OF WORK**

It is further understood and agreed that the Contractor shall commence work to be performed under this contract within fifteen (15) days from the date of this contract, unless otherwise instructed in writing by the OWNER. All work shall be carried on continuously to completion.

17. **CONTRACT TIME**

All work is to be completed within the allotted time of the original contract, which is stated in the bid proposal documents, unless a valid change order has been issued which alters the contract time period.

18. **LIQUIDATED DAMAGES**

It is further understood and agreed by and between the parties to this contract, that in the event the work to be performed under this contract is not completed at the expiration of the contract time, then, and in that event, the Contractor shall pay to the City the amounts per calendar day by the schedule shown in the schedule in the City of Huntsville Standard Specifications, Section 80.11 – "Schedule of Liquidated Damages" for each day thereafter until such work is completed. The City will deduct said sum or sums from any money due the Contractor under this contract for any and all invoices submitted after the contract due date. (See Section 12.). Attachment "G" – Sample of Request for Payment with Liquidated Damages shall become a part of the contract documents. Liquidated damages will be deducted from all invoices when the invoice estimate period end date is later than the contract completion date.

Section 80.11 – "Schedule of Liquidated Damages" has been amended as follows effective 2/1/11 and revised in COH specifications 3/7/11:

Original Contract Amount		Liquidated Damages Daily Charge	
More Than	To and Including	Calendar Day or Fixed Date	Work Day
$ 0	$ 100,000	$ 200	$ 400

$ 100,000	$ 500,000	$ 550	$ 1,100
$ 500,000	$ 1,000,000	$ 900	$ 1,800
$ 1,000,000	$ 2,000,000	$ 1,350	$ 2,700
$ 2,000,000	.....	$ 1,550	$ 3,100

When the contract time is on the calendar day or date basis, the schedule for calendar days shall be used. When the contract time is on a work day basis, the schedule for work days shall be used.

Amounts in accordance with ALDOT and COH specifications and is based on contract amount before Change Orders.

19. **STORAGE OF MATERIALS**

The Contractor shall not permit the storage of materials on or use of any property outside the right-of-way easement or property identified as the project site.

20. **TRAFFIC FLOW**

The Contractor shall be responsible for the uninterrupted, orderly and safe flow of traffic around, on, over or across the project site.

21. **TERMINATION FOR CONVENIENCE**

A. The City may for any reason whatever terminate performance under this Contract in whole or in part by the Contractor for convenience. The City shall give written notice of such termination to the Contractor specifying when the full or partial termination becomes effective.

B. The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts and 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 settle the liabilities and claims arising out of their termination of subcontracts and orders. The City may direct the Contractor to assign the contractor's right, title and interest under terminated orders or subcontracts to the City or its designee and may direct the Contractor to take steps to preserve the Work in place at the time of the termination.

C. The Contractor shall transfer title and deliver to the Owner such completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

D. (1) The Contractor shall submit a termination claim to the City and the Consultant specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Contractor fails to file a termination claim within six (6) months from the effective date of termination, the owner shall pay the Contractor, an amount derived in accordance with subparagraph (3) below.

(2) The City and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.

(3) Absent agreement to the amount due to the Contractor, the City shall pay the Contractor the following amounts:

(a) Contract prices for labor, materials, equipment and other services accepted under this Contract.

(b) 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 not have 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. Costs incurred in performing the terminated portion of the work must have been incurred prior to the effective date of the termination.

(c) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph B of this clause. These costs shall not include amounts paid in accordance with other provisions hereof.

The Total Sum to be paid the Contractor under this clause 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.

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.

22. **TERMINATION FOR CAUSE**

A. 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 material, 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 or receive any further payment until the Work is finished.

B. If the unpaid balance of the Contract Price exceeds the cost of finishing the work, including compensation for the additional professional 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 City. This obligation for payment shall survive the termination of the Contract.

C. In the event the employment of the Contractor is terminated by the City for cause pursuant to Paragraph A 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 and the provisions of the Termination for Convenience clause shall apply.

23. **UNBALANCED BIDS**

The City may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items. A bid is materially unbalanced when it is based on prices which are significantly overstated or understated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the City even though it may be the low evaluated bid.

24. **ADDITIONAL INSURANCE REQUIREMENTS**

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. 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 this same insurance company.

Commercial General Liability

Products and Completed Operations
Contractual
Personal Injury
Explosion, Collapse and Underground
Broad Form Property Damage

2. Professional Liability

N/A

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. 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.

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
$1,000,000	Personal and Advertising Injury
$1,000,000	Each Occurrence

2. Professional Liability

N/A

3. Automobile Liability

$1,000,000 Combined Single Limit per accident for bodily injury and property damage.

4. Worker's Compensation

As required by the State of Alabama Statute. The coverage should include waiver of subrogation.

5. Employers Liability

$100,000	Bodily Injury
$500,000	Policy Limit by Disease

C. **OTHER INSURANCE PROVISIONS**

The Owner is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the Owner's best interest. If the insurance requirements are not adjusted by the Owner prior to the Owner's release of specifications with regard to the project in question, then the minimum limits shall apply. 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:

1. General Liability and Automobile Liability Coverages Only:

a. The Owner, its officers, employees, agents and specified volunteers are to be covered as Additional Insureds, as their interest may appear, as respects: liability arising out of activities performed by or on behalf of the contractor, architect, engineer, land surveyor or consulting firm for products used by and completed operations of the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, employees, agents or specified volunteers.

b. The Contractor's insurance coverage shall be primary insurance as respects the Owner, its officers, employees, agents, and specified volunteers, as their interest may appear. Any insurance or self-insurance maintained by the Owner, its officers, officials, employees, agents or specified volunteers shall be excess of the Contractor's insurance and shall not contribute to it.

c. The 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. The 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 Owner. Cancellation of coverage for non-payment of premium will require ten (10) day's written notice to the Owner.

b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner, 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 B + V.

E. **VERIFICATION OF COVERAGE**

The Owner shall be indicated as a Certificate Holder and the Contractor 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. 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.

F. **SUBCONTRACTOR WORKING FOR GENERAL CONTRACTOR, OR ARCHITECT, ENGINEERS, LAND SURVEYORS OR CONSULTING FIRMS WORKING FOR THE ENGINEER OF RECORD**

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and/or endorsements for each subcontractor. The Engineer of Record shall include all architects, engineers, land surveyors or consulting firms 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 Engineer or Record 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 and hold harmless the City of Huntsville, 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 contractor, architect, engineer, land surveyor or consulting firm, or any of their subcontractors, subconsultants, 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. The architect, engineer, land surveyor or consulting firm agrees that as respects to negligent acts, errors, or omissions in the performance of professional services, to indemnify and hold harmless the City of Huntsville, 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 such negligent acts, errors, or omissions of the architect, engineer, land surveyor or consulting firm or any of their subconsultants, or anyone directly or indirectly employed by any of them or anyone for whose acts they are legally liable.

25. **DOMESTIC PREFERENCES**

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.

26. **TIME IS OF THE ESSENCE**

Time is of the essence in the performance of this contract.

27. **NO DAMAGES FOR DELAYS**

In the event that the Contractor is delayed in the performance of the work for the reasons set forth in §80.09 of the City of Huntsville's Standard Specifications for the Construction of Public Improvements, Contract Projects, 1991, then the Contractor's recovery for such delay shall be limited to the extensions of time in contract performance in accordance with the provisions of §80.09 and in §4(c) "Changes in Contract Time" as set forth in the Request for Bids.

In such circumstances, time extensions are the sole remedy provided to the Contractor. The Contractor shall make no claim for extra compensation due to delays of the project beyond his control. Such delays may include those caused by an act of neglect on the part of the owner or the engineer, or by an employee of either, or by any separate contractor employed by the Owner, or by any changes ordered in the work, or by labor disputes, fire, unusual delays in transportation, adverse weather condition not reasonably anticipatable, unavoidable casualties, or by delay specifically authorized by the Owner in writing pending the resolution of any disputes, or by any other cause which the Owner determines may justify delay.

28. **CONTRACTOR RESPONSIBLE FOR LOCATING UTILITIES PRIOR TO CONSTRUCTION INITIATION**

The Contractor's attention is specifically directed to §50.07 -Cooperation with Utilities and Non-Highway Public Facilities of the City of Huntsville's Standard Specifications for the Construction of Public Improvements, Contract Projects, 1991. In addition to the responsibilities placed on the Contractor by that clause, the Contractor shall be responsible for having existing utilities located prior to excavations. The existence and location of any underground utility pipes or structures shown on these drawings have been obtained by a search of the available records. The City assumes no responsibility as to completeness or accuracy of the depicted location on these drawings. The Contractor shall be responsible for taking precautionary measures to protect the utility lines shown and all other lines not of record or not shown on these drawings by verification of their location in the field prior to the initiation of the work.

29. **CORRECTION TO CITY OF HUNTSVILLE'S STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF PUBLIC IMPROVEMENTS, CONTRACT PROJECTS, 1991**

§80.09 (b) 2.of the City of Huntsville's Standard Specifications for the Construction of Public Improvements, Contract Projects, 1991 refers to the definition of recovery time as being set forth in Section 10.01. Inasmuch as this definition was omitted from §10.01, the following definition shall be incorporated:

Recovery Time. Recovery time is defined as the time required, after the controlling item or items of work have been substantially damaged as a result of conditions and causes beyond the control of the Contractor and not due to his negligence of fault, to restore the work to the condition existing prior to such damage so that normal operations can be resumed on the contract pay items. Recovery time shall be the number of days required by the Contractor, working with normal forces, to restore the work as described above.

30. **WARRANTIES**

Contractor shall provide a minimum of one year warranty of all materials and services from date of final acceptance. Additionally, all manufacturer's warranties on materials used in providing the services shall be provided to the owner with the final payment request. Separate warranty bonds may be required on specialty items as determined by the Owner and will be shown as a separate line item in the quantities prior to bidding.

31. **COORDINATION WITH OTHER CONTRACTORS**

It shall be the responsibility of the contractor to coordinate with other separate contractors who may be working on the site or an adjacent site with regards to access to the site, storage of materials and working on a non-interference basis.

32. **W-9 TAXPAYER FORM**

All vendors/contractors are required to submit a Federal Tax Form W-9 to City of Huntsville at the time a contract is awarded, unless vendor/contractor is already registered and doing business with the City. 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 obtained at the following website: www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf

33. **FINAL PAYMENT**

Final payment to construction contractor will be made after contractor provides the following: advertising of completion for four (4) consecutive weeks, lien waivers have been provided from all subcontractors, Record Drawings (As-Builts) have been submitted to the OWNER by construction contractor, all property pins have been reset by a licensed land surveyor hired by the construction contractor to meet "Standards of Practice for Surveying in the State of Alabama" as required by the Alabama Board of Registration for Engineering and Land Surveyors, and all construction signs have been removed. This final payment will be retainage only. All work shall be complete prior to advertisement of completion. Advertisement of completion shall be in a Huntsville local newspaper. The final payment request of retainage only shall be submitted along with two (2) original,

certified copies (with raised notary seal) of the advertisement of completion, warranties, lien waivers and Record Drawings. The advertisement of completion must read as follows:

LEGAL NOTICE (Header)

(company name) hereby gives Legal Notice of Completion of Contract with (project name), (project no.(s) located in the City of Huntsville, Alabama. All claims should be filed at (company address) during this period of advertisement, i.e. June 17, 24, July 1, 8, 2011 (example of dates).

34. **PROJECT COMPLETION DATE**

The project completion date will be a date mutually agreed upon by the OWNER and Contractor. This date will be after all items have been completed. Therefore, all work will be complete before any advertisement of completion is made. The completion date will always be before the first advertisement date. This final project completion date will be the date used to determine the one year warranty for all work and materials, unless a separate warranty bond has been called for as a line item prior to bidding.

35. **RECORD DRAWINGS**

POLICY FOR RECORD DRAWINGS

The purpose of this policy is to document procedures for the preparation and delivery of Record Drawings. Record Drawings shall include all changes in the plans, including those issued as Change Orders, Plan Clarification, Addenda, Notice to Bidders, responses to Requests for Information, Jobsite Memos, and any additional details needed for the construction of the project, but not shown on the plans. After completion of all construction and before final acceptance is made, the Contractor shall submit one set of full size record drawings with dimensioned changes shown in red pencil, and one digital copy of record drawings using the criteria listed below.

City Construction Projects:
The Contractor shall be responsible for field surveying upon substantial completion of construction (to be performed by a registered land surveyor in Alabama). Contractor is responsible for providing digital record drawings showing all info specified below, as applicable. Record drawings shall be maintained by the Contractor at the work site and shall be updated based on job progress to reflect all changes. Record drawings shall be made available for review on a monthly basis at the job site. A monthly review of record drawings will be part of the monthly monetary progress review. Progress payments may be withheld if the Record Drawings are not kept up-to-date. A late review could result in a delay of payment.

Format Requirements for all record drawing submittals:
All drawings shall be prepared in Micro Station .DGN format, unless otherwise approved by the City 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 should 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 coordinates as described in The Code of Alabama (1975), section 35-2-1 and NGVD 1929. Digital files shall be submitted on 4-3/4" CD-RW (preferably in a live/flash drive format) ROM, 100 MB zip drive, 3 and ½ inch floppy disk, or to the City of Huntsville F.T. P. Site. Contractor is required to certify that record drawings are in the correct format upon submittal. Record Drawings shall be prepared and provided to the OWNER in the manner required and described below in Level Symbology.

Record Drawing Criteria, unless otherwise noted by City Engineer:

1. **Roadways:**
   a. Any changes during construction of roadway/intersections that differ from plan drawings.

2. **Sanitary Sewers:**
   a. Gravity Line
      i. Horizontal Location of Manholes – Northing and easting Coordinates
      ii. Vertical Location of Manholes – Lid elevation and Invert elevation.
      iii. Changes in location of clean outs, or end of service lateral.
      iv. Changes in length, slope, size, or material of lines.
   b. Force Mains
      i. Horizontal Location of Air Relief/Vacuum/Isolation Valves – Northing and easting Coordinates
      ii. Horizontal and Vertical Location of Fittings/Bends
      iii. Changes in length, size, depth or material of lines
      iv. Changes in restraint types
   c. Pump Stations
      i. Changes in Structural Requirements – (length, width, thickness, cover, laps, bar size, spacing, materials, material strengths, etc.)
      ii. Changes in Site Development and/or Landscaping
      iii. Changes in Equipment

3. **Storm Drainage:**
    a. Structures (boxes, inlets, end treatments, etc.):
        i. Horizontal locations of Features – Northing and easting coordinates
        ii. Vertical location of Features – Tops and Inverts
        iii. Changes in type, size, or material of feature.
    b. Pipes / Culverts:
        i. Document length
        ii. Document slope
        iii. Document size
        iv. Document invert elevation
        v. Changes in material of structure
    c. Flumes, Ditches, and/or Swales/Berms: (the following are minimum requirements).
        i. Horizontal location (to verify location within described easements)

For easement widths less than 15- feet	At 100-foot intervals along the centerline of feature.
For easement widths 15-feet or Greater	At 200-foot intervals along the centerline of feature.

        ii. Vertical location (to verify positive drainage)

For slopes less than 0.5%	At 50-foot intervals along the centerline of feature.
For slopes 0.5% or greater	At 100-foot intervals along the centerline of feature.

        iii. Changes in width or material of feature.
        iv. Changes in location and type of geotechnical fabric used.
        v. Changes in overall grading of site topography.

    d. Detention / Retention Facility:
        i. Changes in size, location, or material of facility.
        ii. Changes in location and type of geotechnical fabric used.
        iii. Where applicable, copy of maintenance agreement.

Checklist for review of record drawings:

a. Changes in sidewalk location or size.
b. Changes in shoulder widths.
c. Changes in grades at intersections. (also to include changes in island location)
d. Changes in location of driveway aprons.
e. Changes in pavement section, to be supported by adequate documentation.
f. Changes in gutter flow line elevation. (could be substituted in 3b) versus edge of pavement).
g. Geotechnical fabric locations, to include vertical elevation.
h. Changes in Traffic Engineering related items such as signals, signage and markings, etc.

Any other changes that may have occurred during construction.

LEVEL SYMBOLOGY

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	Street Text	0	3	0	20	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			
7	Parking Lots	1	3	1			
8	Secondary Roads	2	3	0			
8	Trails	3	3	0			
9	Secondary	0	3	0	20	0	

	Roads/Trails Text						
10	Sidewalks	5	3	0			
11	Bridges/Culverts	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	City Limits/County Line	1	0	3			
16	City /limit text	0	0	1	30	0	
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			
	Pools and Text	0	1	0	10	1	
24	Future Site of Structures	2	0	0			STRUCT
	Existing Structures (exact location and shape unknown)	2	0	0			STRCEX
25	Property Lines	6	6	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	15	0	GPS
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	GPSPNT
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	Signs						
51	Open						
52	Open						
53	Open						
54	Open						
55	Open						

56	Property Address	0	1	0			
57	Text Tag for Buildings	0	1	0	10-20	1	
58	Open						
59	Open						
60	Open						
61	Open						
62	Monuments for Setup (point cell)						
63	Open						

36. **LIEN WAIVERS**

Lien waivers will be required from all subcontractors working for the contractor. These lien waivers shall be included with your final payment package. The contractor is responsible for obtaining signatures from his subcontractors. If no subcontractors are used, contractor must provide a statement indicating such.

37. **LOWEST RESPONSIBLE BIDDER**

For the purpose of determining the lowest responsible bidder, the OWNER shall consider the base bid amount together with any options set forth in the Request for Bids. In the event that the City does not have sufficient funds to award both the base bid and all options, then the City reserves the right to determine the lowest responsible bidder on the base bid only or the base bid and the number of options affordable considering the funds available to the City for the procurement. This method for determining the low bidder is for the purpose of allowing the City to procure the most advantageous bid for the OWNER. City of Huntsville reserves the right to award any and/or all options at any time during the life of the contract.

38. **NON-RESIDENT BIDDERS**

"In awarding the Contract, preference will be given to Alabama resident contractors and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded the Contract only on the same basis as the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances."

39. **CORRECTION TO SECTION 80.08(C) of The City of Huntsville "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS"** is revised as shown:

(C) DAYS WORK NOT PERMITTED: The Contractor shall not permit work on any pay item to be done on Sundays and the following holidays: New Year's Day, Martin Luther King's Birthday as nationally observed, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day, except with permission of the Director.

40. **CORRECTION TO SECTION 80 – of The City of Huntsville "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS" - PROSECUTION AND PROGRESS 80.01 Subletting and Contract. (a) LIMITATIONS**

The Contractor shall not sublet the contract or any portion thereof, or of his right, title, or interest therein, without written consent of the DIRECTOR. If such consent is given, the Contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than 30 percent of the total contract cost. Any items designated in the contract as "specialty items" may be performed by sub-contract and the cost of such specialty items performed by sub-contract may be deducted from the total cost before computing the amount of work required to be performed by the contractor with his own organization. No sub-contracts, or transfer of contract, shall relieve the Contractor of his liability under the contract and bonds. The Department reserves the right to disapprove a request for permission to sublet when the proposed Subcontractor has been disqualified from bidding for those reasons listed in Subarticle 20.02(b) and Article 30.03.

41. **CORRECTION TO SECTION 80 – of The City of Huntsville "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS" - PROSECUTION AND PROGRESS 80.03 Progress Schedule of Operations**

A critical path schedule is required within thirty (30) days after award. The critical path schedule must be submitted in Microsoft Projects format (electronic format and hard copy), with the critical path highlighted. The critical path schedule shall show information on the task or tasks that must be finished on schedule for the project to finish on schedule. Task dependencies, constraints, and relationships shall be shown on the schedule. **If the progress report (critical path) is not received, YOUR first pay estimate will NOT BE PROCESSED UNTIL IT IS RECEIVED).** See section 80.03 and 80.04 for additional requirements.

42. **CORRECTION TO SECTION 80 – of The City of Huntsville "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS" PROSECUTION AND PROGRESS 80.09 (b) Contracts on a Calendar Day or Calendar Date Basis**

§80.09 (b) – Change 10 calendar days to 15 calendar days at each occurrence within section 80.09(b).

Section 80.09(B) is revised to remove the last sentence of the first paragraph: ("Also where the total cost of the completed work exceeds the total cost shown on the proposal, an extension in calendar days will be granted the Contractor, as provided in Section 80.09(a)1.") It is replaced by: "Where the scope of work is increased, an extension of time commensurate with the scope of the change may be granted by the OWNER, when in his judgment, the facts justify an extension. The contractor shall provide justification substantiated to the satisfaction of the OWNER with any requests for time extensions. Justification shall include, but not be limited to, a revised schedule showing the impact to critical path tasks. "

43. **CORRECTION TO SECTION 105 – of The City of Huntsville "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS" - EXCAVATION AND EMBANKMENT 105.04 (a) Method of Measurement**

Section 105.04 will remain as stated when estimated borrow material is less than 2500 C.Y.

When estimated borrow material is more than 2500 C.Y., Section 105.04 is revised to remove the last paragraph: "Borrow material will be measured at the point of delivery, inside the delivery truck less 30 percent for shrinkage."

44. **CORRECTION TO SECTION 847 – of The City of Huntsville "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS" - PIPE CULVERT JOINT SEALERS**

Section 847 is deleted and replaced with Section 846 – Pipe Culvert Joint Sealers, ALDOT Specifications for Highway Construction, Current Edition.

45. **NPDES CONSTRUCTION REQUIREMENTS**

For areas of this project meeting the Alabama Department Of Environmental Management (ADEM) definition of a "Construction Site", the Contractor shall prepare and apply for, pay the necessary fees, post the required registration at the jobsite prior to commencing work, and maintain the worksite and records in accordance with the ADEM requirements for National Pollutant Discharge Elimination System (NPDES) registration. Offsite borrow pits utilized in the construction of this project are included in the requirement. NPDES Construction Site is construction that disturbs one (1) acre or greater or will disturb less than one (1) acre but is part of a larger common plan of development or sale whose total land disturbing activities total one (1) acre or greater. An NPDES construction site also includes construction sites, irrespective of size, whose stormwater discharges have a reasonable potential to be a significant contributor of pollutants to a water of the State, or whose stormwater discharges have a reasonable potential to cause or contribute to a violation of an applicable Alabama water quality standard as determined by the Department. The Contractor is referred to the "Alabama Department Of Environmental Management Field Operations Division – Water Quality Program - Division 335 – 6" for complete definitions and requirements. The Contractor is also referred to Item 11 of these General Requirements, sections 50.15, 50.16, and 70.02 of the City of Huntsville Standard Specifications For Construction Of Public Improvements, Contract Projects (Specifications).

Contractor violations of the permit by rule which results in enforcement actions from ADEM including fines and/or work stoppage shall be the responsibility of the Contractor. Fines assessed to the Contractor or the OWNER because of Contractor action shall be paid by the Contractor. No extension of contract time shall be considered as a result of enforcement. Enforcement history will also be considered by the OWNER in its decision to issue future proposals or award future contracts in accordance with disqualification provisions of Section 20.02(b) of the Specifications.

46. **DELETION OF SECTION 50.01 – Authority of the Engineer of Record**

This section is deleted.

47. **SHOP DRAWINGS**

The approval of shop drawings by the Engineer will cover only the features of the design and in no case shall this approval be considered to cover error or omissions in shop details or a check of any dimensions. The Contractor shall be responsible for the accuracy of the shop drawings, the fabrication of materials and the fit of all connections; and he shall bear the cost of all extra work in erection caused by errors in shop drawings or in fabrication, inaccurate workmanship, misfits of connections or for any changes in fabrication necessary. No work shall be done on the material before the shop drawings have been approved. Any material that the Contractor orders prior to the approval shall be at the Contractor's risk.

Substitutions or changes whether indicated or implied on shop drawings will not be considered as changes regardless of the Engineer's approval of shop drawings unless the change has been previously submitted and approved as a change order per the requirements for changes in the contract.

After a shop drawing has been approved, no changes shall be made unless directed in writing to the Owner and acceptance by the Owner of said changes. Any acceptance of change by the Owner does not constitute a change to the contract unless that change has been approved and directed in writing per change order. Compensation for preparing and furnishing all shop and working drawings shall be included in the contract unit prices for the various pay items of work.

48. E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as " the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2).

Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

"By signing this contract the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

Contractor's E-Verify Memorandum of Understanding shall be a part of the contract bid documents and shall be submitted with the bid package.

49. CITY OF HUNTSVILLE'S TRAFFIC ENGINEERING DEPARTMENT CONSTRUCTION REQUIREMENTS

For areas of this project that require removal of traffic loops, striping, markings, rpm's and ceramic markers, the following shall apply:

1. **TRAFFIC SIGNAL LOOP REPAIRS –** All vehicular and bicycle detector loop replacements shall be in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, Current Edition. Unless otherwise specified, traffic signal loops shall be replaced exactly as existed prior to any paving or resurfacing work. The general contractor will be responsible for documenting location of loops, location of any associated items for loop operation and assuring that loops are replaced exactly as existed prior to paving. All vehicular and bicycle loop repairs shall be replaced within fourteen (14) calendar days after final paving work.

2. **TRAFFIC SIGNAL STRIPING, MARKINGS, RAISED PAVEMENT MARKERS AND CERAMIC MARKERS FOR GUIDANCE** - All traffic striping, markings, raised pavement markers and ceramic markers for guidance shall be in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, Current Edition. Unless otherwise specified, traffic striping, markings, raised pavement markers and ceramic markers for guidance shall be replaced exactly as traffic striping, markings, raised pavement markers and ceramic markers for guidance existed prior to any paving or resurfacing work. The general contractor will be responsible for documenting location of all striping, markings, raised pavement markers and ceramic markers for guidance and assuring that all are replaced exactly as existed prior to paving. All traffic striping, markings, raised pavement markers and ceramic markers for guidance shall be reflectorized. All resurfaced areas shall be marked with temporary striping and markings for traffic usage by nightfall each day, 7 days a week, in accordance with State of Alabama regulations. All permanent striping, markings, raised pavement markers and ceramic markers for guidance shall be replaced within thirty (30) calendar days after final paving work.

50. SURVIVABILITY OF CONTRACT PROVISIONS

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.

51. SURETY BONDS

The Contractor shall furnish separate performance and payment bonds to the Owner within fifteen (15) days after the date of acceptance of this proposal by City Council action. 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. All bonds must be approved by the Mayor and the Clerk-Treasurer of the City of Huntsville.

52. GOVERNING LAW

The Contract shall be governed by the laws of the State of Alabama.

53. ALABAMA IMMIGRATION ACT (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975)

Compliance with the requirements of the (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30, as amended by Alabama Act 2012-241, commonly referred to as the Alabama Immigration Law, is required for City of Huntsville, Alabama contracts that are competitively bid as a condition of the contract performance. The Contractor shall submit in the bid package, with the requested information included on the form, the "City of Huntsville, Alabama Report of Ownership Form" listed in this document as Attachment "I". The bidder selected for award of the contract may be required to complete additional forms relating to citizenship or alien status of the bidder and its employees, including e-verify information, prior to award of a contract.

54. SUCCESSORS AND ASSIGNS

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.

55. WRITTEN NOTICE

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.

56. RIGHTS AND REMEDIES

Duties and obligations imposed by the Contract Documents and rights and remedies available there under shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

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 there under, except as may be specifically agreed in writing.

57. ENTIRE AGREEMENT

This Contract 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.

HUNTSVILLE

Kathy Martin, P.E.
Director
City Engineer

Urban Development Department
Engineering Division

GOVERNORS DRIVE MEDIAN LANDSCAPING & PEDESTRIAN IMPROVEMENTS
Project No. 71-22-SP27
September 29, 2022

Addendum #1

Attached are the Pre-Bid Minutes from the meeting held on Wednesday, September 28, 2022, in the 1st Floor Conference Room, 320 Fountain Circle, Huntsville, AL.

Addenda will only be emailed to those bidders who attend and have signed in at the pre-bid meeting. All addenda, as well as other project information, are available for downloading on Engineering's website at www.huntsvilleal.gov/engineeringbids. Acknowledgement of receipt/download from website of addenda is mandatory using Attachment "C" located in the Specifications and attachment must be submitted with bid package. Failure to do so shall be cause for rejection of the bid. It is the responsibility of all bidders to refer to the website for any updates. The attached pre-bid meeting minutes, all addenda and attachments for the above-referenced project will become part of the contract documents.

Attachments: Pre-Bid Minutes

END OF ADDENDUM #1

MANDATORY PRE-BID MEETING

MINUTES

PROJECT NAME: Governors Drive Median Landscaping & Pedestrian Improvements (Mill Creek Action Activity)

PROJECT NUMBER: 71-22-SP27

DATE: September 28, 2022

PROJECT ENGINEER: Alan Clements

PROJECT INSPECTOR: N/A

1. Introduction of all persons present

Jack Kimbrough	Barge
Daniel Robinson	Lambert Contracting
Mark Seeley	Miller & Miller
Chris Lovoy	Rogers Group
Tim Mayhall	Rogers Group
Walton Ashwander	SJ&L
Patrick Greenwell	Water Water Everywhere
Garrus Bugg	COH Traffic Engineering
Nicholas Nene	COH Traffic Engineering
Jennifer Colee	COH Traffic Engineering
Mary Ridgeway	COH Engineering
Angela Gurley	COH Engineering

2. Work Description (Project Scope)

   The scope of work will include decorative landscaping, lighting, irrigation, curbs and pedestrian improvements to the existing medians on Governors Drive between Clinton Avenue and Seminole Drive to the Parkway. Jack said the improvements are part of a long-term plan to redevelop the housing area. Jack said the work will only be the upgrade to the median, landscaping and irrigation for now.

   Jack said that a curb had to be added due to the landscaping to allow the addition of the species of plants that the city wants.

Jack said there is not a lot of work to be done on the landscaping and irrigation because ALDOT does not want any valves installed on the inside of the median. ALDOT has requested the valves be installed on the outside due to the directional boring into the median. Jack said that ALDOT is still reviewing the plans so the irrigation may be removed.

Alan said that the contractor should consider completing the thermoplastic work at the beginning of the project due to the weather constraints.

Jack said he is aware that there is a lead time for receiving the banner poles that are listed in the plans. Alan said that Kathy is agreeable to accepting substitutions if they meet the specifications and are comparable to what is required. Alan said that in the event there is a lead time issue, the work will be suspended.

Jack said there is a sheet set that was left out of the plans that contains the traffic control plan and that information will be sent out in the addendum.

Jack said that ALDOT has requested no lanes closures in the morning or afternoon and those restrictions will also be included in the addendum.

Jack said that there is not an Aide-to-Construction at this time for the cost of water and power, but Huntsville Utilities has the plans and will hopefully have that information within the next day or two and he would send that information out as soon as it is received.

Permits (Provide copies of all permits as part of the Contract)

a. ADEM (NPDES) – The contractor is responsible for obtaining this permit.
b. ALDOT – The City will be responsible for obtaining this permit once it has been approved by ALDOT.

3. Utility Project Notification –

    a. It will be the responsibility of the Contractor to locate and coordinate with the existing Utilities. Alan stated that the only two lines for the utilities that he could see is a 12" line located on the north side and a 6" line located on the south side.

4. There are no Right-of-Way issues.

5. There are no known conflicting projects.

6. Schedule of Work
    a. Critical Path
    b. Need by first payment
    c. Owner reserves the right to withhold payment if work is more than 25% behind schedule

7. Project Details (Plans, Specs, Special Provisions, Quantities, Dates)
    a. Review plan sheets
    b. Review Special Provisions and Specifications
    c. Reference State or City Standard Specifications
    d. Enforce ADA Standards for ROW construction.
    e. Contractor responsible for repair and maintenance of any trench cuts with hot mix asphalt.
    f. Alan said submittals for the lighting, water materials and banner poles are required.

Introduction and explanation of any revisions to Supplement to General Requirements – specifically detail the following:

46. SHOP DRAWINGS

The approval of shop drawings by the Engineer will cover only the features of the design and in no case shall this approval be considered to cover error or omissions in shop details or a check of any dimensions. The Contractor shall be responsible for the accuracy of the shop drawings, the fabrication of materials and the fit of all connections; and he shall bear the cost of all extra work in erection caused by errors in shop drawings or in fabrication, inaccurate workmanship, misfits of connections or for any changes in fabrication necessary. No work shall be done on the material before the shop drawings have been approved. Any material that the Contractor orders prior to the approval shall be at the Contractor's risk.

Substitutions or changes whether indicated or implied on shop drawings will not be considered as changes regardless of the Engineer's approval of shop drawings unless the change has been previously submitted and approved as a change order per the requirements for changes in the contract.

After a shop drawing has been approved, no changes shall be made unless directed in writing to the Owner and acceptance by the Owner of said changes. Any acceptance of change by the Owner does not constitute a change to the contract unless that change has been approved and directed in writing per change order. Compensation for preparing and furnishing all shop and working drawings shall be included in the contract unit prices for the various pay items of work.

a. Calendar Days to complete project – sixty (60). Alan said this project will be funded by a HUD grant which has some section 3 requirements. Alan said since all of the information regarding the section 3 requirements, the Aide-to-Construction from Huntsville Utilities and the lead times, there may be some a delay for the submission of the bids. Alan said this information will be provided in the addendum.
b. A request was made to extend the calendar days for completion to ninety (90) days. Jack said he would talk to ALDOT about the time extension.

c. Council Approval – October 27
d. Anticipated Notice-to-Proceed – between 10/28 and 11/11

8. Bid Sheet (Quantities)
Contractor is required to submit pricing (Attachment "A") on a CD-RW (preferably in a live/flash drive format) in the Excel format made available for download from the Engineering website. The CD-RW must be in working condition and included with original bid packet and reflect the correct revision, along with two signed hard copies. Bid must be submitted from the file (Quantities) provided and downloaded from the City of Huntsville's website. Failure to do so shall be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the CD in any manner. If a price discrepancy is found on the CD-RW, or the correct version of bid quantities is not submitted on the CD-RW which corresponds to the printed hard copy, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail.

a. Review each bid item and describe method of payment (Check reference to State Item Numbers referencing State payment methods)
b. Provide information regarding payment method, i.e. "Payment for unclassified excavation will only be made once for movement of the same material", "DGB is to be measure for payment based on an in place area in accordance with …."

9. Payment
The OWNER agrees to pay the contractor as follows: Once each month per project the OWNER shall make partial payment to the Contractor on the basis of duly certified and approved estimates of the work performed during the preceding month by the Contractor, less five percent (5%) of the amount of such estimate, which is to be retained by the City until all of the work has been performed. Liquidated damages will be deducted from all invoices when the invoice estimate period end date is later than the contract completion date. All pay requests will be submitted by hard copy. Two originals and two copies of the invoices are required before payment will be made. The originals and copies should be submitted each month to the Administrative Officer, ATTN: Teresa Mills, in the Engineering Department. No further retainage will be held after fifty percent of the contract is complete. All payments to contractor will be made as soon as practical after the approval and finance processes have been completed.

a. Date for payment submittal monthly
    i. Process for monthly quantities
    ii. Monthly Progress Meetings
    iii. Red-line As-built required to be maintained by the Contractor and review monthly prior to invoices being submitted.
    iv. Define Substantial Completion – Project in usable condition for intended purpose

v. Liquidated Damages
vi. One year warranty period begins upon substantial complete.

10. Traffic Control – Contractor is responsible for installation and maintenance of all Traffic Control in accordance with MUTCD, latest edition. Alan said that Nicholas Nene from Traffic Engineering will be monitoring the project to ensure that the MUTCD standards are met.

    If in conflict with work, all vehicular and bicycle loop repairs shall be replaced within fourteen (14) calendar days after final paving work.

    All permanent striping, markings, raised pavement markers and ceramic markers for guidance shall be replaced within thirty (30) calendar days after final paving work.

11. Subcontractors
    Any subcontractors present were given the opportunity to ask questions or discuss items with which they are concerned. The Prime Contractor should be advised that no work by a subcontractor will be permitted unless approved by contract or in writing. Contractor shall keep the "Subcontractor's Listing" updated throughout the project duration and submit a copy of the listing with the request for final payment. Noncompliance with this request may cause delay in payment to the Contractor.

12. Special Documentation based up Funding Requirements (i.e. Labor Payroll, etc.)
    Anyone working for the Contractor, whether equipment and/or personnel, which are not the Prime Contractors and are not covered by subcontract, then it shall be understood that the Prime Contractor will be required to furnish a rental agreement for the equipment and carry personnel performing such work on his/her labor payroll.

13. Questions

    Q: Alan asked if the item for traffic control covers the intersection at Seminole.
    A: Jack stated yes.

    Q: Alan asked if Huntsville Utilities has specified what the contractor will be tying into.
    A: Jack stated that is the information he is waiting on from Huntsville Utilities.

    Q: Alan asked if there is one meter or three meters for the lighting.
    A: Jack said there are three connections.

    Q: Alan asked about the requirements from Marc Byers for the plants to be

planted.
A: Jack stated he would need check, but Alan said he thinks Marc has reviewed and approved the plant selection.

Q: Tim asked if the duration was 60 (sixty) days.
A: Alan stated yes.

Q: Chris asked where the sixty (60) days came from.
A: Alan stated since it is close to the end of the grant agreement the delay has determined the construction time.

Q: Tim asked about the item the city is providing for a place to haul all excavation.
A: Alan stated he will provide that information.

Q: Chris asked if the sixty (60) days controls the construction time or the contract time.
A: Alan stated it is for the construction time due to the grant being drawn from by a certain date.

Q: Chris asked about work times due to the need for lane closures.
A: Alan said that ALDOT requires work to be completed between 9 a.m. to 3 p.m.

Q: Chris asked about installing turning lanes.
A: Alan stated this work is per ALDOT's requirements.

Q: Mark asked if the city would allow the contractor to work at night.
A: Alan stated yes. Alan said approved work times would be 6 p.m. to 6 a.m.

Q: Tim asked what happens if the work is not completed within the time frame.
A: Alan stated that the grant has stipulations attached to it and the city would be responsible.

Q: Chris asked about the statement in the plans for completion of one island at a time.
A: Jack said he will ask if that can be removed.

Q: Patrick asked about the re-sodding for the area between the sidewalk and the curb.
A: Jack said he does not think there is a quantity for that.

Q: Patrick asked about the use of Bermuda Sod.
A: Alan said Kathy convinced ALDOT to allow Bermuda Sod to be used.

Q: Patrick asked how long it will take to get the information from ALDOT for

the irrigation.
A: Jack said he could not give an answer to this.

Q: Tim asked if an erosion control plan is in place.
A: Jack said no. Jack said it would be measured again and if there is a need for an erosion control item it will be added.

Q: Patrick asked about the mulch.
A: Jack said anything other than pine straw. Jack said he will get clarification on what mulch should be used.

All questions will be answered, and all clarifications made by addendum. **All addenda are sent via email to those bidders who attend and have signed in at the pre-bid meeting. Although a response to the email is optional, it is mandatory that the bidders acknowledge the receipt of each addendum, whether received via email or by downloading from the Engineering Department's website, on Attachment "C" included in the Specifications.** Acknowledgement of receipt of addenda is **mandatory** using Attachment "C" and must be submitted with bid package. Failure to do so shall be cause for rejection of the bid.

Last day for questions concerning this project before the bid will be **Monday, October 3, 2022, until 5:00 p.m.** via fax (256) 427-5325 or email to: mary.ridgeway@huntsvilleal.gov

Response to contractor questions will be **Tuesday, October 4, 2022, until 5:00 p.m.**

Bids open: Thursday, October 6, 2022 at 10:00 a.m. in the **1st Floor Conference Room**, 320 Fountain Circle, Huntsville, AL. All bids must be **SEALED** before submittal at the bid opening. Any bids received that are not sealed will be immediately rejected.

The pre-bid notes and all addenda shall become a part of the contract documents.

Meeting adjourned.

HUNTSVILLE

Kathy Martin, P.E.
Director
City Engineer

Urban Development Department
Engineering Division

GOVERNORS DRIVE MEDIAN LANDSCAPING & PEDESTRIAN IMPROVEMENTS

Project No. 71-22-SP27

October 4, 2022

Addendum #2

Attachment "A" is amended as follows:

Replace bid quantities with "replacement", **Attachment "A1".** Please use the revised attachment to submit bid pricing; **all bids must be submitted using Attachment "A1".** Contractors are authorized to download revised quantities from website and paste to a CD-RW (preferably in a live/flash drive format) which must be submitted with the original bid packet. In addition, two hard copies must be signed and submitted with original bid packet. Bid must be submitted from the file (Quantities) provided and downloaded from the City of Huntsville's website. Failure to do so may be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the bid CD in any manner. Contractors should be mindful of making changes to formatting already established in column for Bid Unit Price, as it may affect the outcome of their bid. In order to verify calculations are correct, Contractor may choose to manually multiply those unit costs x bid quantities to ensure extensions are correct, prior to printing and submitting with bid packet. If a price discrepancy is found on the CD-RW, or the correct version of bid quantities is not submitted on the CD-RW which corresponds to the printed hard copy, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail. However, calculations must be accurate and will be verified manually.

- Any bidder who designates a change on the outside of the envelope, understands that any deletions or additions designated, bidder must further indicate the particular bid item relative to the deletion or addition, even if the deletion or addition references to deduct or add to the Total Base Bid.

QUANTITY REVISIONS:

Delete

~~17 Drip Irrigation System (Includes Controller) 1 LS~~

~~18 Irrigation Meter 1 EA~~

~~19 Irrigation Main Line 1,525 LF~~

~~20 Irrigation Main Line (By Boring) 1,150 LF~~

~~21 Irrigation Lateral 2,500 LF~~

~~22 Irrigation Lateral (By Boring) 500 LF~~

~~25 Huntsville Utilities ATC (Water) 1 LS~~

Delete

~~26 Huntsville Utilities ATC (Electric) 1 LS~~

Add

26	Huntsville Utilities ATC (Electric)	1	LS	$3,000.00

Add

Option No. 1 Irrigation

1-1	Drip Irrigation System (Includes Controller)		1	LS
1-2	Irrigation Meter	1	EA	
1-3	Irrigation Main Line	1,525	LF	
1-4	Irrigation Main Line (By Boring)		1,150	LF
1-5	Irrigation Lateral	2,500	LF	
1-6	Irrigation Lateral (By Boring)		500	LF
1-7	Huntsville Utilities ATC (Water)		1	LS

IMPORTANT BID DATE CHANGES:

Deadline for Questions : Monday, October 10, 2022, by 5:00 pm
Answers to Questions: Tuesday, October 11, 2022, by 5:00 pm

Bid Opening: Thursday, October 13, 2022, at 10:00 am CST in the 1st Floor Conference Room, Public Services Building, 320 Fountain Circle, Huntsville, AL.

CLARIFICATIONS:

Traffic Control Plan: **Updated sheets will be provided for construction, but not bidding. Normal ALDOT limitations for lane closures on Holidays will be in effect. In addition, ALDOT is only allowing lane closures between 9 AM and 3 PM on all days. We are still waiting on a response from ALDOT about night work but anticipate them allowing lane closures between 6 PM and 6 AM as well.**

Sod North of Governors Drive: **The sod quantities provided do not reflect any repair along the irrigation or electrical mains. Any repair shall be in like kind to the existing and will be a subsidiary obligation of the line installed.**

Approved Mulch Clarification: **Approved mulch is shredded Pine Mulch.**

Landscaping Submittals: **Submittals for landscape materials needed are soil amendments, planting soil, herbicide, fertilizer, insecticide, fungicide, plant materials certificates, plant materials photos, mulch and staking. Submittals for Irrigation materials are all irrigation components: pipes, fittings, valves, sensors, emitters, etc.**

Stockpiled Soil: **The stockpiled soil shall be transported to Brahan Springs Park to a location coordinated with Landscape Services.**

Irrigation Sleeves: **ALDOT will only allow irrigation under the roadway to be in 2" HDPE casing. All irrigation sleeves will be 2" HDPE, not PVC as per the current plans. Updated plans will be provided for construction, but not for bidding.**

HU Aid to Construction: **Bid items have been updated and included in this addendum.**

RESPONSE TO CONTRACTOR QUESTIONS:

Q: On L3.02 note 3 says all conduit to be Standard Rigid Galvanized Steel. Is that the entire job or just what's exposed above ground?
A: All conduit.

Q: On L3.02 riser diagram shows Provide Meter Installed Per Utility Requirements. Does this mean Meter Base and Meter supplied by Huntsville Utilities as usual?
A: Yes.

Q: On L3.02 note 5 says all support are to be Stainless Steel. Not clear on why you use Stainless on Unistrut when conduit is only Galvanized?
A: Galvanized is acceptable.

Q: On L3.02 it shows 1" sch 40 PVC Sleeve Directional Bore. I'm assuming with that size the conduit for the lighting would have to be ¾". Is this correct?
A: Sleeves have been revised to 2" with conduit at 1 ½". Updated sheets will be provided for construction but not bidding

Q: On L3.02 on the riser diagram is all 3 poles the services are to be built on there already or do they have to be furnished?
A: All poles are existing. Contractor shall coordinate with Huntsville Utilities on the use of each pole.

Q: There is notes everywhere saying per ALDOT Specifications! If this is true, then Per ALDOT Specs this must be installed by an IMSA certified lighting company. Is this correct?

A: ALDOT Specifications will need to be followed since this project is in ALDOT Right-of-Way. However, the designer reviewed sections 750 and 756 of the standard specifications and cannot fine a requirement for IMSA certification.

Q: Will the requirement to completely finish all the work in one island, before moving to the next island be removed from the notes?

A: The intent is that all grading is completed and 1-2 rows of sod are properly in place along the full perimeter within each island before moving forward. That does not preclude multiple islands being worked on at the same time but it is the intent to not leave an island unfinished as far as grading and the sod edge. Landscape and irrigation can move forward at the contractor's discretion.

Q: If not, does this mean the work must be finished through the final, irrigation, land scaping and grassing?

A: See response above.

Q: Do the existing trees get removed?

A: The City of Huntsville will remove all trees. It is our understanding that the stumps will be removed to the best of the City's ability.

Q: Is any asphalt patching at the noses required? How will this be paid for?

A: Any asphalt patching required at the noses will need to match the thickness of the existing asphalt and shall be a subsidiary obligation of the Type N Special Curb.

Q: In the pre-bid meeting, it was asked about as erosion control plan, the minutes said there would be an item added for erosion control. There was already an item for erosion control, which led to the question about a plan being furnished, will an erosion control plan be furnished?

A: The location and area of exposed earth of the project should not require erosion control plans beyond the notes in the grading plan. If ADEM requires a plan during the NPDES permit stage, a project specific plan will be provided. The Erosion Control item listed in the pay items will cover both obtaining the NPDES permit and any erosion and sediment control required to comply with the permit.

Addenda will only be emailed to those bidders who attend and have signed in at the pre-bid meeting. All addenda, as well as other project information, are available for downloading on Engineering's website at www.huntsvilleal.gov/engineeringbids. Acknowledgement of receipt/download from website of addenda is mandatory using Attachment "C" located in the Specifications and attachment must be submitted with bid package. Failure to do so shall be cause for rejection of the bid. It is the responsibility of all bidders to refer to the website for any updates. The attached pre-bid meeting

minutes, all addenda and attachments for the above-referenced project will become part of the contract documents.

Attachments: Revised Quantities – Attachment A1

END OF ADDENDUM #2

	ATTACHMENT "A1"				9/16/2022
	GOVERNORS DRIVE MEDIAN LANDSCAPING & PEDESTRIAN IMPROVEMENTS PROJECT NO. 71-22-SP27				
	UNIT BID SHEET				
ITEM NO.	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
1	Clearing & Grubbing	1	LS		$0.00
2	Removing Curb	1,246	LF		$0.00
3	Removing Turf	72,000	SF		$0.00
4	ALDOT Type A Curb	6,812	LF		$0.00
5	ALDOT Type N Special Curb	1,246	LF		$0.00
6	Traffic Control Markings, Class 2, Type A	891	SF		$0.00
7	Preformed Thermoplastic Pavement Marking (All Colors)	6,832	SF		$0.00
8	Traffic Control	1	LS		$0.00
9	Mobilization	1	LS		$0.00
10	Topsoil, Loose Truckbed Measure	1,400	CY		$0.00
11	Proposed Turf	60,450	SF		$0.00
12	Large Shade Street Tree	20	EA		$0.00
13	Ornamental Flowering Tree	30	EA		$0.00

	ATTACHMENT "A1"				9/16/2022
	GOVERNORS DRIVE MEDIAN LANDSCAPING & PEDESTRIAN IMPROVEMENTS PROJECT NO. 71-22-SP27 UNIT BID SHEET				
ITEM NO.	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
14	Shrubs/Groundcover	1,400	SF		$0.00
15	Planting Soil	980	CY		$0.00
16	Hardwood Mulch	200	CY		$0.00
~~17~~	~~Drip Irrigation System (Includes Controller)~~	~~1~~	~~LS~~	~~$0.00~~	~~$0.00~~
~~18~~	~~Irrigation Meter~~	~~1~~	~~EA~~	~~$0.00~~	~~$0.00~~
~~19~~	~~Irrigation Main Line~~	~~1,525~~	~~LF~~	~~$0.00~~	~~$0.00~~
~~20~~	~~Irrigation Main Line (By Boring)~~	~~1,150~~	~~LF~~	~~$0.00~~	~~$0.00~~
~~21~~	~~Irrigation Lateral~~	~~2,500~~	~~LF~~	~~$0.00~~	~~$0.00~~
~~22~~	~~Irrigation Lateral (By Boring)~~	~~500~~	~~LF~~	~~$0.00~~	~~$0.00~~
23	14' Decorative Post with Double Banner Arms (Includes Foundation)	35	EA		$0.00
24	Decorative Lighting (Includes Required Borings)	1	LS		$0.00
~~25~~	~~Huntsville Utilities ATC (Water)~~	~~1~~	~~LS~~	~~$0.00~~	~~$0.00~~
26	Huntsville Utilities ATC (Electric)	1	LS	$3,000.00	$3,000.00

	ATTACHMENT "A1"				9/16/2022
	GOVERNORS DRIVE MEDIAN LANDSCAPING & PEDESTRIAN IMPROVEMENTS PROJECT NO. 71-22-SP27				
	UNIT BID SHEET				
ITEM NO.	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
27	Erosion Control	1	LS		$0.00
	TOTAL BASE BID				$3,000.00
	Option No. 1 Irrigation				
1-1	Drip Irrigation System (Includes Controller)	1	LS		$0.00
1-2	Irrigation Meter	1	EA		$0.00
1-3	Irrigation Main Line	1,525	LF		$0.00
1-4	Irrigation Main Line (By Boring)	1,150	LF		$0.00
1-5	Irrigation Lateral	2,500	LF		$0.00
1-6	Irrigation Lateral (By Boring)	500	LF		$0.00
1-7	Huntsville Utilities ATC (Water)	1	LS		$0.00
	TOTAL Option No. 1				$0.00

	ATTACHMENT "A1"				9/16/2022
	GOVERNORS DRIVE MEDIAN LANDSCAPING & PEDESTRIAN IMPROVEMENTS PROJECT NO. 71-22-SP27				
	UNIT BID SHEET				
ITEM NO.	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
	ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK.				
	COMPANY_____ SIGNATURE_____ DATE_____				

HUNTSVILLE

Kathy Martin, P.E.
Director
City Engineer

Urban Development Department
Engineering Division

GOVERNORS DRIVE MEDIAN LANDSCAPING & PEDESTRIAN IMPROVEMENTS
Project No. 71-22-SP27
October 11, 2022

Addendum #3

Attachment "A1" is amended as follows:
Replace bid quantities with "replacement", **Attachment "A2".** Please use the revised attachment to submit bid pricing; **all bids must be submitted using Attachment "A2".** Contractors are authorized to download revised quantities from website and paste to a CD-RW (preferably in a live/flash drive format) which must be submitted with the original bid packet. In addition, two hard copies must be signed and submitted with original bid packet. Bid must be submitted from the file (Quantities) provided and downloaded from the City of Huntsville's website. Failure to do so may be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the bid CD in any manner. Contractors should be mindful of making changes to formatting already established in column for Bid Unit Price, as it may affect the outcome of their bid. In order to verify calculations are correct, Contractor may choose to manually multiply those unit costs x bid quantities to ensure extensions are correct, prior to printing and submitting with bid packet. If a price discrepancy is found on the CD-RW, or the correct version of bid quantities is not submitted on the CD-RW which corresponds to the printed hard copy, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail. However, calculations must be accurate and will be verified manually.

- Any bidder who designates a change on the outside of the envelope understands that any deletions or additions designated, bidder must further indicate the particular bid item relative to the deletion or addition, even if the deletion or addition references to deduct or add to the Total Base Bid.

QUANTITY REVISIONS:

Due to numerous changes, quantities have been revised. See attached Attachment A2.

REVISED DRAWINGS

The following drawings have been revised and are posted on the Engineering Department's website for downloading:

- Irrigation Drawings
- Tree Lighting and Banner Pole Plan
- Curb Layout

RESPONSE TO ADDITIONAL CONTRACTOR QUESTIONS:

Q: There is Striping & Traffic control markings where the preformed thermos plastic is to be installed, how will this be paid for? The preform contractors do not do traffic stripe/marking removal, could you possibly add an item for this, or provide a plan of what must be removed?
A: A pay item has been added.

Q: The drawing states red for the actual crosswalks, is this the color you want or a red brick color?
A: Red brick.

Q: The border shows thermoplastic Traffic control markings, usually this is also done as pre-form, can the borders be pre-formed also?
A: It can all be pre-form.

Q: Will the preform contractor be allowed to close multiple lanes to install the preform, or will it have to be done a lane at a time?
A: One lane at a time.

Q: What will the bid item of removing turf consist of, will this just be the existing grass, or any excavation that must be done to get to grade?
A: These are two separate tasks. The turf removal is spraying the grass with a non-selective herbicide, waiting for visible decline and then stripping the area of foliage and roots. The grading component is whatever is necessary to achieve a flat profile from top of curb on one side to top of curb on the other side and will be paid for with Topsoil and Planting Soil items provided.

Q: Likewise, what does the bid item for proposed turf consist of?
A: New sod placed on top of prepared grade.

Q: If any erosion control items are required outside of what the grading notes say, will it be considered a change?
A: Additional pay items for Silt Fence, Type A and Silt Fence Removal, Wattles and Sand Bags have been added.

Q: On sheet L3.02 the Electrical Riser Pole Diagram shows a Pad mount transformer. Is this for the contractor to furnish or the city? If the contractor, do you have any specs on what is needed?

A: Sheet L3.02 has been revised and the transformer is not pole mounted.

CLARIFICATIONS TO PREVIOUS CONTRACTOR QUESTIONS:

Q: There is notes everywhere saying per ALDOT Specifications! If this is true, then Per ALDOT Specs this must be installed by an IMSA certified lighting company. Is this correct?

A: Yes – Items of work identification and standards for acceptance are in accordance with ALDOT. Measurement and Payment for all work will be in accordance with City of Huntsville Specifications and as modified with the bid package.

CLARIFICATIONS:

- **Davis Bacon documents and Section 3 forms have been posted to the Engineering Department's website.**

- The Preformed thermoplastic surface is to meet the following requirements: The system as a whole will consist of aggregate reinforced Preformed Thermoplastic with a minimum thickness of 150 mils. The antiskid elements must have a hardness factor of 6 an consist of at least 30% of the total material. All finish surfaces must be resistant to fuels, oils and sun damage. The system shall be modular such that install can be performed with single lane closures only.

- The roadway median concrete curb modifications shall be performed in such a way that the existing 6" concrete curb is converted to a 9" integral concrete curb with ALDOT approved safety noses. All labor, equipment and materials necessary to provide a complete bonded curb to include, roughening existing concrete, doweling and ALDOT approved concrete bonding agent shall be included. Existing joint patterns are to be matched. No separate payment will be made for contracting and expansion joints and will be considered incidental to the concrete curb being installed. No asphalt removal will be allowed except as approved by the engineer.

Addenda will only be emailed to those bidders who attend and have signed in at the pre-bid meeting. All addenda, as well as other project information, are available for downloading on Engineering's website at www.huntsvilleal.gov/engineeringbids. Acknowledgement of receipt/download from website of addenda is mandatory using Attachment "C" located in the Specifications and attachment must be submitted with bid package. Failure to do so shall be cause for rejection of the bid. It is the responsibility

of all bidders to refer to the website for any updates. The attached pre-bid meeting minutes, all addenda and attachments for the above-referenced project will become part of the contract documents.

Attachments: **Revised Quantities – Attachment A2**
Revised Drawings
Traffic Control Drawings

END OF ADDENDUM #3

	ATTACHMENT "A2"				9/16/2022
	GOVERNORS DRIVE MEDIAN LANDSCAPING & PEDESTRIAN IMPROVEMENTS PROJECT NO. 71-22-SP27				
	UNIT BID SHEET				

ITEM NO.	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
1	Clearing & Grubbing	1	LS		$0.00
2	Removing Curb	1,246	LF		$0.00
3	Removing Turf	72,000	SF		$0.00
4	Curb Modification	6,812	LF		$0.00
5	ALDOT Type N Special Curb	1,246	LF		$0.00
6	Traffic Control Markings, Class 2, Type A	891	SF		$0.00
7	Preformed Thermoplastic Pavement Marking (All Colors)	6,832	SF		$0.00
8	Traffic Control	1	LS		$0.00
9	Mobilization	1	LS		$0.00
10	Topsoil, Loose Truckbed Measure	1,400	CY		$0.00
11	Bermuda Sod	2	Acres		$0.00
12	Large Shade Street Tree	20	EA		$0.00
13	Ornamental Flowering Tree	30	EA		$0.00

	ATTACHMENT "A2"				9/16/2022
	GOVERNORS DRIVE MEDIAN LANDSCAPING & PEDESTRIAN IMPROVEMENTS PROJECT NO. 71-22-SP27				
	UNIT BID SHEET				
ITEM NO.	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID UNIT PRICE**	**BID AMOUNT**
14	Shrubs/Groundcover	1,400	SF		$0.00
15	Planting Soil	980	CY		$0.00
16	Hardwood Mulch	200	CY		$0.00
17	Utility Conflict Concrete (As Directed By Engineer)	28	CY		$0.00
18	Striping Removal	1	LS		$0.00
19	Silt Fence, Type A	6,000	LF		$0.00
20	Silt Fence Removal	6,000	LF		$0.00
21	Wattles	450	LF		$0.00
22	Sand Bags	300	EA		$0.00
	TOTAL BASE BID				$0.00
	Option No. 1 Irrigation				
1-1	Drip Irrigation System (Complete In Place)	1	LS		$0.00
1-2	Huntsville Utilities ATC (Water)	1	LS	$1,130.00	$1,130.00

	ATTACHMENT "A2"				9/16/2022
	GOVERNORS DRIVE MEDIAN LANDSCAPING & PEDESTRIAN IMPROVEMENTS PROJECT NO. 71-22-SP27				
	UNIT BID SHEET				
ITEM NO.	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID UNIT PRICE**	**BID AMOUNT**
	TOTAL Option No. 1				**$1,130.00**
	Option No. 2 Decorative Lighting and Banner Arms				
1-1	Decorative Lights and Banner Poles (Complete In Place)	1	LS		$0.00
1-2	Huntsville Utilities Electric ATC (Allowance)	1	LS	$20,000.00	$20,000.00
	TOTAL Option No. 2				**$20,000.00**
	ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK.				
	COMPANY_____ SIGNATURE_____ DATE_____				

BARGE DESIGN SOLUTIONS

CITY OF HUNTSVILLE, ALABAMA

MILL CREEK ACTION ACTIVITY

GOVERNORS DRIVE MEDIAN LANDSCAPING
AND PEDESTRIAN IMPROVEMENTS

IRRIGATION SHEET LAYOUT PLAN

IR-1

FILE NO. 32321/55

IR-3A IR-3B IR-4A IR-4B IR-5A IR-5B

NORTH

0 150 300 450 feet

1" = 150'

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USER:MICHAEL CLARK
FILE:C:\DOCS\Governors Drive Median Landscaping\Drawings\IR\32321555 Irrigation Sheets.dwg
SAVED: 8/8/2022
PLOTTED: 8/8/2022

CONTRACTOR'S QUALIFICATION REQUIREMENTS

1. IRRIGATION CONTRACTOR TO BE STATE LICENSED, IF REQUIRED, AND A IRRIGATION ASSOCIATION CERTIFIED IRRIGATION CONTRACTOR IN GOOD STANDING. PROVIDE CIC CERTIFICATE WITH SUBMITTALS.
2. CONTRACTOR MUST HAVE COMPLETED THE MANUFACTURERS 2-WIRE CONSTRUCTION TRAINING COURSE AND PROVIDE CERTIFICATE OF COMPLETION AS PART OF THE SUBMITTALS.
3. CONTRACTOR MUST HAVE COMPLETED THE MANUFACTURERS 2-WIRE CONTROLLER PROGRAMMING COURSE AND PROVIDE CERTIFICATE OF COMPLETION AS PART OF THE SUBMITTALS.
4. CONTRACTOR THAT CANNOT PROVIDE ITEMS 1-3 ABOVE SHOULD NOT BE ALLOWED TO CONSTRUCT THE IRRIGATION SYSTEM.

RAIN BIRD IQ4 NOTES

1. PROVIDE 1 YEAR SUBSCRIPTION, FOR THE OWNER, TO THE RAIN BIRD IQ4 REMOTE ACCESS CLOUD BASED SYSTEM.
2. FULLY SET UP IQ4 TO ACCESS THE CONTROLLER AND ALLOW FOR ALL CONTROL SYSTEM ALERTS, CONTROLLER PROGRAMING, FLOW MANAGMENT, AND PROGRAM SET UP.
3. DEVELOP THE MAPPING PORTION OF THE CONTROL SYSTEM TO SHOW A SITE MAP WITH ALL CONTROL VALVE, WATER METER, LOCATIONS GEO-LOCATED ON THE MAP.
4. PROVIDE A MINIMUM OF 4 HOURS OF RAIN BIRD REPRESENTATIVE TRAINING FOR THE OWNERS REPRESENTATIVES.

DRIP ZONE NOTES

1. IT IS IRRIGATION CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT EACH PLANT IS WITHIN THE DRIPLINE WETTED PATTERN ON NO LESS THAN 2 SIDES.
2. DRIPLINE TO BE LAID OUT AND INSTALLED AS DETAIL EXAMPLES.
3. DRIPLINE TO BE INSTALLED IN GRID FASHION WITH TUBING ON 18" CENTERS. ELBOWS AND TEES ARE TO BE USED FOR CHANGES IN DIRECTION, LOOPING OF DRIPLINE IS NOT ACCEPTABLE.
4. DRIPLINE IS TO BE INSTALLED, TESTED AND INSPECTED TO ENSURE EACH EMITTER FUNCTIONS PROPERLY PRIOR TO COVERING WITH MULCH.
5. ALL DRIPLINE SUPPLY PIPING TO BE CL 200 PVC.
6. ALL PIPING WITHIN A DRIP ZONE THAT IS UNDER THE HARDSCAPE TO BE CL 200 PVC.
7. DRIPLINE TO BE STAKED DOWN EVERY 3' AND WITHIN 1' OF ALL FITTING. OUTLETS.
8. ALL FLUSH VALVES ARE TO BE INSPECTED FOR PROPER OPERATION.
9. IRRIGATION CONTRACTOR TO MEET WITH DRIP COMPONENT MANUFACTURERS REPRESENTATIVE AND OWNER'S REPRESENTATIVE ON SITE PRIOR TO CONSTRUCTION TO REVIEW DRIP COMPONENT CONSTRUCTION, OPERATION AND MAINTENANCE.

CONTROLLER INSTALLATION NOTES

1. IRRIGATION CONTRACTOR TO COORDINATE EXACT LOCATION OF CONTROLLER WITH OWNER'S REPRESENTATIVE.
2. PROVIDE 120VAC 20 AMP POWER TO JUNCTION BOX IN THE CONTROLLER PEDESTAL.
3. IRRIGATION CONTRACTOR TO HARD WIRE CONTROLLER TO POWER SUPPLY AS PER PREVAILING CODE.
4. CONTROLLER TO BE SECURELY ATTACHED TO THE CONCRETE PEDESTAL BASE USING STAINLESS STEEL FASTENERS MADE FOR CONCRETE.
5. ALL IRRIGATION CONTROL WIRE ABOVE GRADE TO BE ENCASED IN PVC ELECTRICAL CONDUIT.
6. IRRIGATION CONTRACTOR IS RESPONSIBLE FOR ALL POTENTIAL PEDESTAL BASE PENETRATIONS AND THE SEALING OF THOSE PENETRATIONS.
7. CONTROLLER TO BE GROUNDED AS PER MANUFACTURERS RECOMMENDATIONS.

GENERAL NOTES

1. ALL TRENCHING TO BE OUTSIDE OF TREE DRIP LINE
2. MAINLINE TO HAVE MINIMUM OF 18" OF COVER AND A MINIMUM OF 18" OFF OF THE HARDSCAPE
3. LATERALS TO HAVE MINIMUM OF 12" OF COVER AND A MINIMUM OF 12" OFF OF THE HARDSCAPE
4. NO ROCKS, BOULDERS OR SHARP OBJECTS TO BE IN TRENCH BACKFILL
5. ALL PIPE TO BE INSTALLED AS PER MANUFACTURES SPECIFICATIONS
6. SPRINKLERS AND RELATED EQUIPMENT TO BE INSTALLED AS PER DETAILS
7. TWO WIRE CONTROL WIRE TO BE 14 GA UL 2 CONDUCTOR, JACKETED AND APPROVED BY 2-WIRE CONTROLLER MANUFACTURER
8. ALL 2-WIRE CONTROL WIRE TO HAVE NEW "BLUE" TRACER WIRE FROM THE CONTROLLER TO ALL CONTROL VALVES. TRACER WIRE TO HAVE A 24" LOOP LOCATED IN EACH CONTROL VALVE AND ISOLATION VALVE BOXES.
9. WIRE SPLICES TO BE DONE AS PER DETAILS
10. ALL WIRE SPLICES OUTSIDE OF CONTROL VALVE BOX TO BE IN 10" VALVE BOX.
11. TWO WIRE CONDUCTORS TO BE COLOR CODED
12. CONTRACTOR SHALL INSTALL MANUFACTURES GROUNDING EQUIPMENT ON BOTH THE POWER AND OUTPUT SIDES OF CONTROLLER. ALL GROUNDING POINTS TO BE INSTALLED AS PER PLANS AND DETAILS
13. AT EACH VALVE AND CHANGE IN MAINLINE DIRECTION CONTRACTOR TO INSTALL A 30" LOOP OF EXTRA WIRE
14. SPRINKLERS ARE TO BE ADJUSTED TO AVOID OVER-SPRAY INTO NON-IRRIGATED AREAS
15. ELECTRIC CONTROL VALVES ARE TO BE INSTALLED IN VALVE BOXES AS FOLLOWS
    14" RECTANGULAR MINIMUM FOR EACH ELECTRIC CONTROL VALVES
16. SPRINKLERS TO BE INSTALLED 12" FROM FOUNDATIONS AND 2" FROM HARDSCAPE
17. CONTRACTOR TO ADD RISER EXTENSIONS TO SPRINKLERS IF REQUIRED TO MAINTAIN PROPER COVERAGE
18. ALL PIPING TO BE FLUSHED PRIOR TO INSTALLATION OF SPRINKLERS
19. ALL VALVES, QUICK COUPLER VALVES, WIRE SPLICES TO BE IN LANDSCAPED BEDS WHEREVER POSSIBLE
20. CONTRACTOR IS RESPONSIBLE FOR OBTAINING PROPER COVERAGE OF AREA TO BE IRRIGATED. MAKE ADJUSTMENTS AS NECESSARY
21. CONTRACTOR SHALL EXERCISE CARE NOT TO DAMAGE EXISTING UTILITIES REPAIRING ANY DAMAGES AT HIS OWN COST
22. PLAN IS DIAGRAMMATIC TO IMPROVE CLARITY ALL IRRIGATION EQUIPMENT TO BE INSTALLED WITHIN PROPERTY LINES AND LANDSCAPED AREAS
23. ANY DISCREPANCIES BETWEEN THE PLAN AND THE SITE TO BE REFERRED TO THE OWNERS REPRESENTATIVE PRIOR TO CONSTRUCTION
24. CONTRACTOR TO PROVIDE 1 YEAR WARRANTEE OF ALL PRODUCTS AND WORKMANSHIP TO INCLUDE WINTERIZATION AND SPRING START-UP
25. CONTRACTOR TO PROVIDE OWNER AND OR LANDSCAPE ARCHITECT RECORD DRAWING PRIOR TO SUBSTANTIAL COMPLETION.
26. INSTALLATION OF IRRIGATION SLEEVES IS THE IRRIGATION CONTRACTORS RESPONSIBILITY. IRRIGATION CONTRACTOR TO COORDINATE WITH GENERAL CONTRACTOR SLEEVE INSTALLATION PRIOR TO PAVEMENT INSTALLATION
27. CLEANUP AND DISPOSE OF ALL DEBRIS, WASTE AND EXCESS CONSTRUCTION MATERIALS LEAVE AREA NEAT, CLEAN AND READY FOR OWNERS USE PROVIDE CLEAN PAVEMENT SURFACES INCLUDING AREAS OF PUBLIC R.O.W.

TWO WIRE CONTROL SYSTEM NOTES

1. ALL DECODER WIRE SPLICE CONNECTORS TO BE 3M DBRY-8 OR BETTER.
2. ALL DECODER TO VALVE SOLENOID SPLICE CONNECTORS TO BE 3M DBRY-6 OR BETTER
3. ALL GROUNDING POINTS TO HAVE RAIN BIRD LSP-01 LIGHTNING ARRESTOR INSTALLED INLINE AS PER MANUFACTURER'S REQUIREMENTS AND INSTALLED AS PER DETAIL.
4. ALL CONTROL SYSTEM PRODUCTS TO BE INSTALLED AND OPERATED AS PER THE MANUFACTURER'S RECOMMENDATIONS AND OR REQUIREMENTS.
5. IRRIGATION CONTRACTOR IS RESPONSIBLE FOR OBTAINING 2-WIRE INSTALLATION AND PROGRAMMING TRAINING PRIOR TO PROJECT START, PROVIDE CERTIFICATE OF COMPLETION OF THE TRAINING AS PART OF THE SUBMITTAL PROCESS.
7. IRRIGATION CONTRACTOR IS RESPONSIBLE FOR TRAINING OWNERS STAFF, AS NEEDED, ON THE OPERATION AND MAINTENANCE OF BASELINE CONTROL SYSTEM.
8. IRRIGATION CONTRACTOR IS RESPONSIBLE FOR COMPLETE PROGRAMMING AND OPERATION OF THE CONTROL SYSTEM FOR 6 MONTHS FROM THE DAY THE CONTROLLER BECOMES FUNCTIONAL. CONTRACTOR TO PROVIDE THE OWNERS REPRESENTATIVE A COMPUTER SPREAD SHEET THAT SHOWS EACH PROGRAM, OPERATIONAL DAYS AND RUN TIMES PER ZONE.
9. CONTROLLER AND FLOW SENSOR ARE TO BE PROGRAMMED FOR MAINLINE OVER-FLOW SHUT DOWN AND ALERT, ZONE OVER FLOW TO ALERT.

REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION
1	Irrigation system water source to be a 1" service line, 1" meter and 2" RPZ backflow preventer. System requirements are 12 gpm at 62 psi. Verify pressure and flow prior to construction.
2	Install insulated stainless steel enclosure over the backflow preventer as per plan detail and enclosure manufacturers instructions.
3	Install Master Valve(MV) and Flow Sensor(FS) with pipe center line 12" below FO. Set MV pressure regulation for between 80 and 85 psi.
4	Coordinate the exact location of the irrigation controller/pedestal with the owners representative. Provide 120v 20 amp power to the junction box within the pedestal from a dedicated circuit. Install as per plans and manufacturers requirements.
5	Install cell data modem within the controller pedestal and connect to Rain Bird IQ4. See Rain Bird IQ4 Notes for further requirements.
6	Coordinate the exact location of the Freeze/Rain Sensor with the owners representative. Install as per plan detail and manufacturers instructions.
8	PVC lateral pipe header for connection to the dripline laterals. Typical for all lateral to dripline connections, see plans drip details and examples.
18	Mainline, control wire conduit and lateral pipe to be installed between the sidewalk and the curb. Pipe depth to be as per plan notes and details. Maintain a minimum 3" separation between pipe in the same trench.

VALVE SCHEDULE

NUMBER	MODEL	SIZE	TYPE	GPM	PRECIP
C1	Rain Bird XCZ-100-PRB-COM	1"	Area for Dripline	7.03	0.6 in/h
C2	Rain Bird XCZ-100-PRB-COM	1"	Area for Dripline	3.42	0.62 in/h
C3	Rain Bird XCZ-100-PRB-COM	1"	Area for Dripline	2.62	0.63 in/h
C4	Rain Bird XCZ-100-PRB-COM	1"	Area for Dripline	10.91	0.56 in/h
C5	Rain Bird XCZ-100-PRB-COM	1"	Area for Dripline	9.21	0.61 in/h
C6	Rain Bird XCZ-100-PRB-COM	1"	Area for Dripline	4.71	0.59 in/h
C7	Rain Bird XCZ-100-PRB-COM	1"	Area for Dripline	4.88	0.59 in/h
C8	Rain Bird XCZ-100-PRB-COM	1"	Area for Dripline	10.74	0.56 in/h
C9	Rain Bird XCZ-100-PRB-COM	1"	Area for Dripline	11.11	0.57 in/h
C10	Rain Bird XCZ-100-PRB-COM	1"	Drip Emitter	0.5	0.32 in/h
C11	Rain Bird XCZ-100-PRB-COM	1"	Area for Dripline	3.96	0.67 in/h

CRITICAL ANALYSIS

Generated:	2022-09-02 09:49
P.O.C. NUMBER: 01	
Water Source Information:	1" Irrigation Meter
FLOW AVAILABLE	
Water Meter Size:	1"
Flow Available	18.2 GPM
PRESSURE AVAILABLE	
Static Pressure at POC:	116 PSI
Elevation Change:	5.00 ft
Service Line Size:	1"
Length of Service Line:	30 ft
Pressure Available:	105 PSI
DESIGN ANALYSIS	
Maximum Station Flow:	11.11 GPM
Flow Available at POC:	18.2 GPM
Residual Flow Available	7.09 GPM
Pressure Req. at Critical Station:	28.68 PSI
Loss for Fittings:	3.21 PSI
Loss for Main Line:	32.1 PSI
Loss for POC to Valve Elevation:	0 PSI
Loss for Backflow:	12.18 PSI
Loss for Master Valve:	0.92 PSI
Loss for Water Meter:	0.81 PSI
Critical Station Pressure at POC:	76.9 PSI
Pressure Available:	105 PSI
Residual Pressure Available	28.1 PSI

IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	Rain Bird XCZ-100-PRB-COM Wide Flow Drip Control Kit for Commercial Applications. 1" Ball Valve with 1" PESB Valve and 1" Pressure Regulating 40psi Quick-Check Basket Filter. 0.3 GPM-20 GPM
	Hunter PLD-BV Manual flush/shut off valve, barbed insert. Typically installed in 10" box, with adequate blank tubing to extend valve out of valve box. Use with HDL or other 3/4" dripline.
	Hunter ECO-ID-12 ECO-ID: 1/2" FPT connection with 15 psi - 100 psi operating pressure. Specify with Hunter SJ swing joint.
	Drip Tree Ring Rain Bird XFCV-6-18 inline drip tubing installed as per plans Drip Tree Ring details.
	Area to Receive Dripline Rain Bird XFCV-09-18 XFCV One-Surface Landscape Dripline with a Heavy-Duty 0.9 mil Check-valve, 0.9 GPH emitters at 18" O.C. Dripline blank spacer at 18" apart, with emitters offset for triangular pattern. Great for elevation change. Specify 18" insert fittings.
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	Hunter HQ-44LRC-AW Quick coupler valve, yellow rubber locking cover, red brass and stainless steel, with 1" NPT inlet, 3-piece body. Acme Key with Anti-Rotation Wings.
	Nibco T-113 Class 125 bronze gate shut off valve with wheel handle. same size as mainline pipe diameter at valve location. Size Range - 1/4" - 3"
MV	Sucinev-Superior 3100-PRS 1" Normally Open Brass Master Valve that Provides Dirty Water Protection. Available in 3/4", 1", 1-1/4", 1-1/2", 2", 2-1/2", and 3". Pressure Regulation Feature.
BF	Febco 825Y 1" Reduced Pressure Backflow Preventer Rain Bird ESP-LXD-Outdoor 50 Station, 2-Wire Decoder based Controller in Stainless Steel Wall-Mounted Cabinet. (1) ESP-LXD 50-Station, Indoor/Outdoor, Plastic Wall-Mount Enclosure, Install in Rain Bird LXMMSS, Stainless Steel Cabinet. System Requirements: Rain Bird FQUXXX-TURF
	Rain Bird IQ4G-USA IQ NCC 4G Cellular Commcge Upgrades ESP-LX Series controllers to IQ satellite, for communication with IQ central control. Include IQCBTANTAG external antenna for metal or stainless steel cabinet/pedestal. Used for Direct or Server Satellite application
	Rain Bird WR2-RFS Wireless Rain/Freeze Sensor.
	Creative Sensor Technology FIB-T10-001 1" PVC tee type flow sensor w/nickel shaft, custom mounting fee and ultra-lightweight impeller enhances low flow measurement. 2-wire digital output compatible w/all irrigation controllers. Flow range .5-30 GPM - 60 GPM.
	2-Wire Grounding Point Install ground rod perpendicular to and 6" off the wire path as per plan detail and manufacturers requirements.
M	Water Meter 1" 1" Irrigation Meter
	Irrigation Lateral Line: PVC Class 200 SDR 21
	Irrigation Mainline: PVC Class 200 SDR 21
	Pipe Sleeve: PVC Schedule 40

Valve Callout

Valve Number
Valve Flow
Valve Size

BARGE DESIGN SOLUTIONS

IRRIGATION SCHEDULES AND NOTES

GOVERNORS DRIVE MEDIAN LANDSCAPING AND PEDESTRIAN IMPROVEMENTS

MILL CREEK ACTION ACTIVITY

CITY OF HUNTSVILLE, ALABAMA

ADD 3 - Page 9 of 22 - 10/27/2022

IR-2

FILE NO. 3232155

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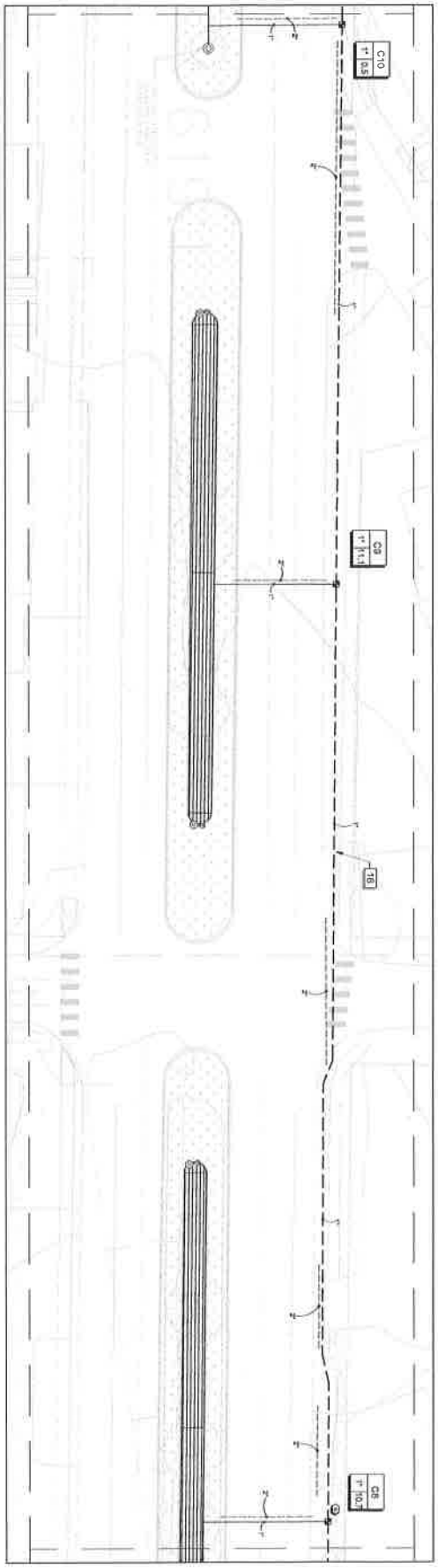
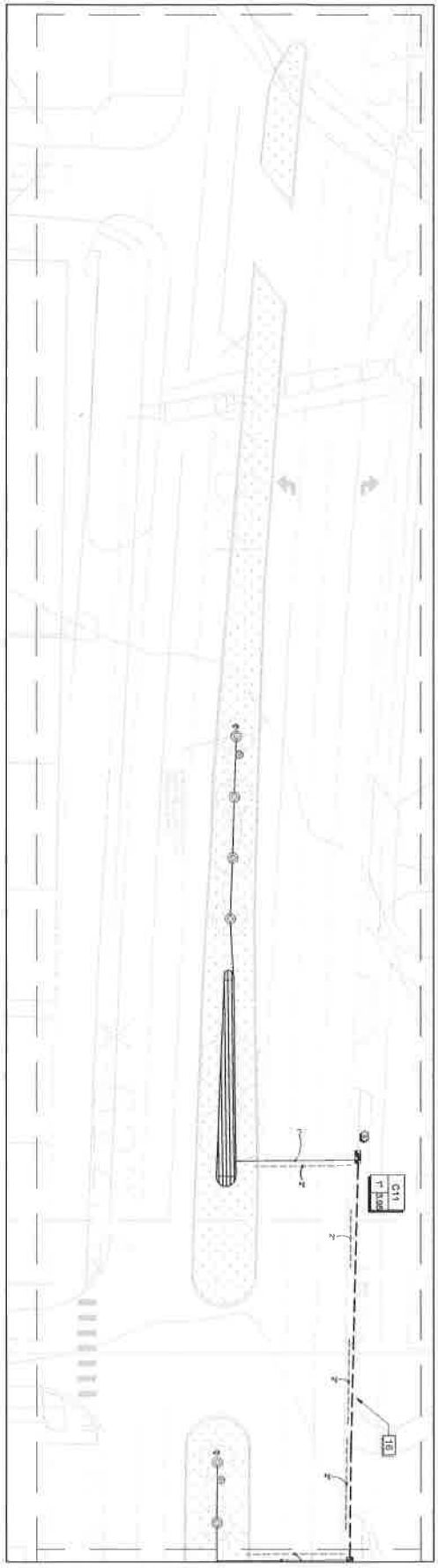
578



B IR-3 IRRIGATION PLAN
SCALE: 1"=20'



A IR-3 IRRIGATION PLAN
SCALE: 1"=20'

0 20 40 80 feet
1" = 20'

NORTH

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REV.	DR	CHK	DATE	DESCRIPTION
	MC	MC	10-25-2022	PCN REVIEW

IR-3
FILE NO. 3232155

IRRIGATION PLAN

GOVERNORS DRIVE MEDIAN LANDSCAPING
AND PEDESTRIAN IMPROVEMENTS
MILL CREEK ACTION ACTIVITY
CITY OF HUNTSVILLE, ALABAMA

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CITY OF HUNTSVILLE, ALABAMA

IRRIGATION PLAN

GOVERNORS DRIVE MEDIAN LANDSCAPING
AND PEDESTRIAN IMPROVEMENTS
MILL CREEK ACTION ACTIVITY

IR-4

FILE NO. 3233155

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PLOTTED 8/8/2022

BARGE DESIGN SOLUTIONS

IRRIGATION PLAN

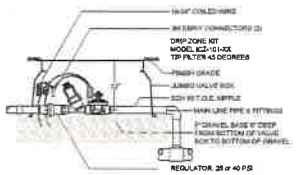
GOVERNORS DRIVE MEDIAN LANDSCAPING
AND PEDESTRIAN IMPROVEMENTS
MILL CREEK ACTIVITY
CITY OF HUNTSVILLE, ALABAMA

IR-5

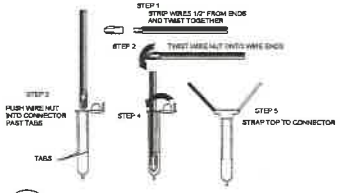
FILE NO. 32221155

A IRRIGATION PLAN
IR-5 SCALE: 1"=20'

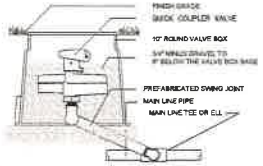
B IRRIGATION PLAN
IR-5 SCALE: 1"=20'



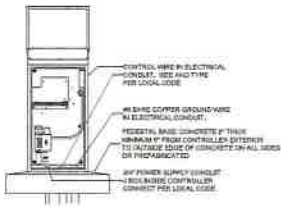
1 DRIP CONTROL ZONE



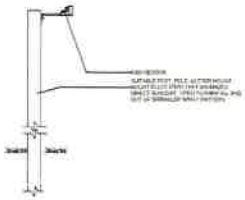
2 WIRE CONNECTION 3M-DBR6-Y



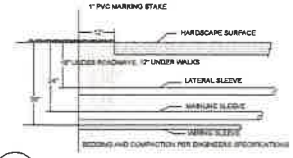
3 QUICK COUPLER VALVE



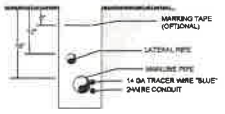
4 PEDESTAL CONTROLLER



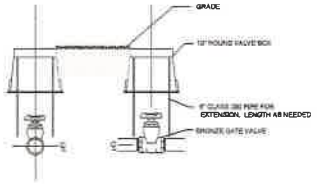
5 WIRELESS RAIN SENSOR



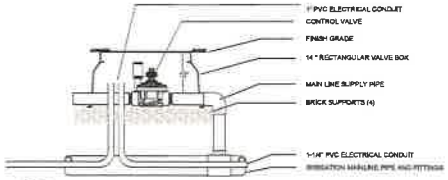
6 SLEEVING



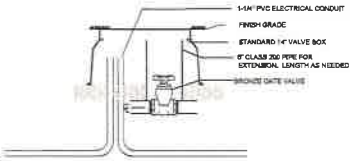
7 TRENCH, PIPE AND WIRE



8 ISOLATION VALVE DETAIL

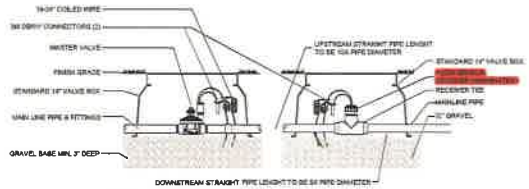


9 IRRIGATION SUPPLY VALVE AND CONTROL WIRE CONDUIT

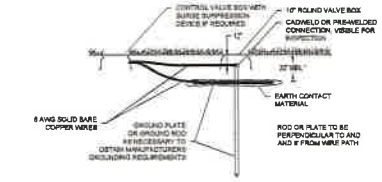


10 IRRIGATION ISOLATION VALVE AND CONTROL WIRE CONDUIT

SIDE VIEW



11 MASTER VALVE FLOW SENSOR



12 TWO WIRE GROUNDING POINT DETAIL

BARGE DESIGN SOLUTIONS

IRRIGATION DETAILS

GOVERNORS DRIVE MEDIAN LANDSCAPING AND PEDESTRIAN IMPROVEMENTS
MILL CREEK ACTION ACTIVITY
CITY OF HUNTSVILLE, ALABAMA

ADD 3 - Page 13 of 22 - 10/27/2022

IR-6

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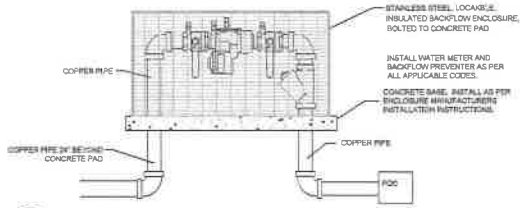
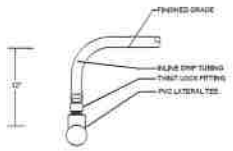
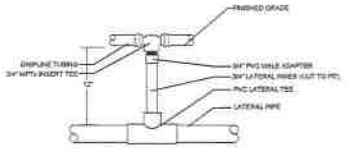
582



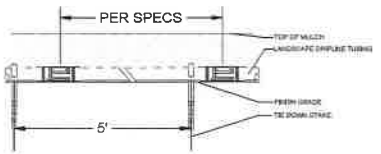
13 RP2 BACKFLOW PREVENTER WITH ENCLOSURE



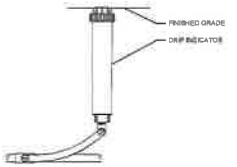
14 START CONNECTION LATERAL TO DRIPLINE



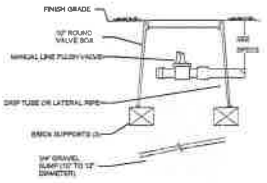
15 START CONNECTION LATERAL TO DRIPLINE (WITH PVC RISER)



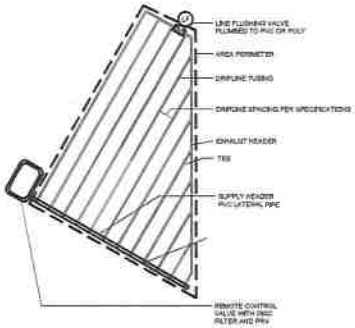
16 DRIPLINE ON GRADE WITH MULCH COVER



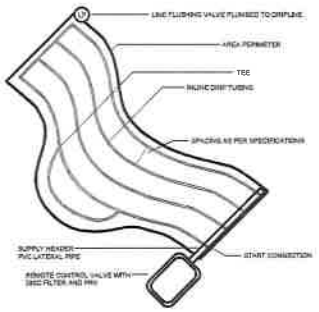
17 DRIP INDICATOR



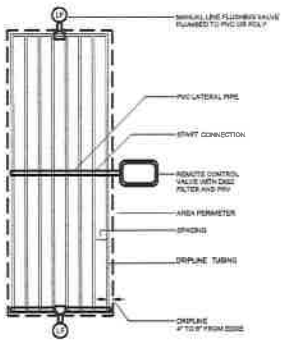
18 MANUAL LINE FLUSHING VALVE



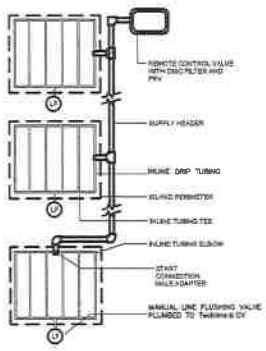
19 IRREGULAR AREA



20 IRREGULAR AREA



21 CENTER FEED LAYOUT



22 ISLAND LAYOUT

BARGE DESIGN SOLUTIONS

IRRIGATION DETAILS

GOVERNORS DRIVE MEDIAN LANDSCAPING AND PEDESTRIAN IMPROVEMENTS
MILL CREEK ACTION ACTIVITY
CITY OF HUNTSVILLE, ALABAMA

ADD 3 - Page 14 of 22 - 10/27/2022

IR-7

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( ) DENOTES NOTES THAT APPLY TO THIS PROJECT

(700) THE TRAFFIC CONTROL PLAN IS DEVELOPED IN CONFORMANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES PART 6, 2009 EDITION. THE TRAFFIC CONTROL DEVICES INDICATED REPRESENT CONDITIONS KNOWN DURING PLAN DEVELOPMENT. IN THE EVENT ACTUAL PHYSICAL CONDITIONS WARRANT ADDITIONAL TRAFFIC CONTROL DEVICES, THEY SHALL BE INSTALLED IN CONFORMANCE WITH THE M.U.T.C.D. PART 6 AS DIRECTED BY THE ENGINEER. COST SHALL BE PAID FOR UNDER THE APPROPRIATE PAY ITEM.

(701) ALL BLACK ON ORANGE CONSTRUCTION SIGNS SHALL BE FABRICATED USING TYPE XI FLUORESCENT ORANGE REFLECTIVE SHEETING MATERIAL FOR THE SIGN BACKGROUND.

(702) DURING NON-WORKING HOURS NO EQUIPMENT OR MATERIAL SHALL BE PARKED OR STORED CLOSER THAN 30 FEET TO THE EDGE OF ANY ROADWAY CARRYING TRAFFIC. WHEN THIS IS NOT PRACTICAL, IT SHALL BE PLACED IN AN AREA APPROVED BY THE ENGINEER AND DELINEATED BY REFLECTORIZED DRUMS. THIS INCLUDES STORAGE OF TRAFFIC CONTROL DEVICES SUCH AS TRAILER MOUNTED OR OTHER TEMPORARY SIGNS, BARRICADES, DRUMS, ETC., WHICH ARE NOT IN USE DURING NON-WORKING HOURS. TO BE FURNISHED BY THE CONTRACTOR WITHOUT COST TO THE ALDOT. (SEE SKETCH ON SHEET)

(703) WHERE THE LOCATION OF A REQUIRED SIGN FALLS IN A DRIVEWAY, SIDEWALK, BRIDGE, ETC., OR WHERE THE VISIBILITY OF SIGN IS LIMITED TO THE TRAVELING PUBLIC, THE LOCATION SHALL BE ADJUSTED AS DIRECTED BY THE ENGINEER.

704 THE CONTRACTOR IS TO REMOVE, RELOCATE OR COVER DURING CONSTRUCTION AND THEN RESET OR UNCOVER UPON COMPLETION OF A PARTICULAR SECTION ANY CONFLICTING IN-PLACE ROADWAY SIGNS AND DELINEATORS, AS DIRECTED BY THE ENGINEER. SIGNS REQUIRING REMOVAL SHALL BE STOCKPILED AS DIRECTED BY THE ENGINEER AND SHALL BECOME PROPERTY OF THE ALDOT. COST SHALL BE A SUBSIDIARY OBLIGATION OF ITEM 740B.

705 DURING ALL PHASES OF WORK, NON-APPLICABLE PAVEMENT STRIPING OR MARKINGS SHALL BE REMOVED AND APPROPRIATE PAVEMENT STRIPING OR MARKINGS SHALL BE PLACED AS EXPEDITIOUSLY AS PRACTICAL, BUT IN ALL CASES, SHALL BE IN PLACE BY NIGHTFALL ON ANY ROADWAY CARRYING TRAFFIC, EXCEPT ON SHORT TERM OPERATIONS WHERE IT IS DETERMINED BY THE ENGINEER, THAT SUCH REMOVAL AND REPLACEMENT IS MORE HAZARDOUS THAN LEAVING EXISTING MARKINGS IN PLACE. COST OF ANY REMOVAL SHALL BE PAID FOR UNDER ITEM 701D OR AS A SUBSIDIARY OBLIGATION OF ITEM 701C.

706 OMITTED

(707) THE CONTRACTOR SHALL PLACE ALL ADVANCE WARNING SIGNS BEFORE PROCEEDING WITH HIS WORK. SIGNS SHALL BE PLACED IN ORDER, IN THE DIRECTION OF TRAFFIC AND REMOVED IN REVERSE ORDER.

708 ALL VEHICLES, EQUIPMENT, PERSONNEL (EXCEPT FLAGGERS), AND THEIR ACTIVITIES, ARE RESTRICTED AT ALL TIMES TO ONE SIDE OF THE PAVEMENT UNLESS OTHERWISE AUTHORIZED BY THE ENGINEER.

(709) THE CONTRACTOR SHALL MAINTAIN AT LEAST ONE ACCESS TO BUSINESSES AND RESIDENCES DURING ALL PHASES OF CONSTRUCTION.

(710) CONSTRUCTION SIGNS MOUNTED ON TEMPORARY SUPPORTS SHALL BE MOUNTED AT A MINIMUM HEIGHT OF 5 FEET.

711 FLAGGERS SHALL BE PROPERLY ATTIRED, EQUIPPED WITH STAFF MOUNTED STOP/SLOW PADDLES IN SIGHT OF EACH OTHER, OR HAVE DIRECT COMMUNICATION AT ALL TIMES. FLAGGER STATION LOCATION MAY BE VARIED FROM THOSE SHOWN BASED ON ROADWAY ALIGNMENT AND CONDITIONS AT THE TIME OF THE LANE CLOSURE.

712 FLAGGERS ARE TO BE USED WHEN DIRECTED BY THE ENGINEER. SIGNS SHALL BE PLACED AT THE APPROPRIATE TIME, AND SHALL BE COVERED OR REMOVED WHEN FLAGGERS ARE NOT ON DUTY AND DURING NON-WORKING HOURS.

713 FOR MOVING OPERATIONS, THE TRAFFIC CONES MAY BE DELETED IF THE FLAGGERS ARE IN SIGHT OF EACH OTHER, OR IF A PILOT CAR IS USED ON A TWO LANE ROADWAY.

714 OMITTED

(715) ALL CONTRACTOR'S EMPLOYEES' PERSONAL VEHICLES, AND CONTRACTOR'S EQUIPMENT NOT IN OPERATION, SHALL BE PARKED A MINIMUM OF THIRTY (30) FEET FROM THE TRAVELED WAY DURING WORKING HOURS, AS NOT TO CREATE A HAZARD.

(716) THE TRAFFIC CONTROL PLAN IS NOT ALL INCLUSIVE. THE TCP PROVIDES SEVERAL DETAILED DRAWINGS INDICATING THE TRAFFIC CONTROL NECESSARY FOR THE DIFFERENT CONSTRUCTION ACTIVITIES ANTICIPATED FOR THIS PROJECT. THE CONTRACTOR SHALL SELECT THE DETAILED DRAWING THAT BEST FITS THE ACTIVITY TO BE PERFORMED.

717 OMITTED

718 REQUIRED TEMPORARY ROUTE MARKER ASSEMBLIES THAT ARE TO BE LOCATED IN THE VICINITY OF EXISTING ROUTE MARKERS SHOULD BE PLACED ALONG SIDE OF THOSE ALREADY IN PLACE. SOME EXISTING ROUTE MARKERS MAY HAVE TO BE COVERED OR REMOVED, AS DIRECTED BY THE ENGINEER. COST SHALL BE A SUBSIDIARY OBLIGATION OF ITEM 740B.

719 RA-1 (REBUILD ALABAMA) SIGNS SHALL BE REQUIRED FOR EVERY PROJECT. RA-1 SIGNS SHALL BE PLACED AT THE BEGINNING OF THE WORK LIMITS OF THE SUBJECT PROJECT ROUTE. RA-1 SIGNS SHALL BE POSTED ON THE RIGHT-HAND SIDE OF THE ROADWAY ON THEIR OWN SUPPORT SYSTEM. THE RA-1 SIGNS SHALL BE REMOVED UPON COMPLETION OF THE PROJECT.

(720) ALL TRAFFIC CONTROL DEVICES THAT ARE NOT APPLICABLE AT ANY SPECIFIC TIME SHALL BE COVERED OR REMOVED AS DIRECTED BY THE ENGINEER.

721 OMITTED

722 OMITTED

(723) THE CONTRACTOR SHALL MAKE PROVISIONS FOR THE SAFETY OF PEDESTRIAN TRAFFIC CROSSING THE WORK ZONES DURING CONSTRUCTION.

724 OMITTED

(725) ALL SIGNS SHALL BE POST-MOUNTED IF THE WORK PERIOD EXCEEDS FOUR DAYS, EXCEPT FOR THOSE SIGNS WHICH ARE MOUNTED ON BARRICADES. FOR REPEATED DAY OPERATIONS, SIGNS MAY BE MOUNTED ON TEMPORARY SUPPORTS AND REMOVED AT THE COMPLETION OF THE DAY'S OPERATION.

726 W8 SIGNS INTENDED TO WARN MOTORISTS OF SURFACE CONDITIONS EXTENDING FOR GREATER THAN 1 MILE SHALL BE PLACED PRIOR TO THE BEGINNING OF SURFACE CONDITION AND AT 1 MILE INCREMENTS THEREAFTER, WITH THE EXCEPTION SPECIFIED IN NOTE 727.

727 DURING THE WIDENING OR RESURFACING OF ANY ROADWAY CARRYING TRAFFIC, THE CONTRACTOR SHALL ADVISE THE MOTORISTS OF ANY EDGE OF PAVEMENT DROP-OFFS 3 INCHES OR GREATER BY PLACING SHOULDER DROP-OFF SIGNS EVERY ½ MILE BEGINNING PRIOR TO THE WIDENING OR RESURFACING. REQUIRED SHOULDER WORK TO ELIMINATE THE DROP-OFFS SHALL BE PURSUED IN AN EXPEDITIOUS MANNER FOLLOWING THE WIDENING AND OR RESURFACING.

728 A DIFFERENCE IN ELEVATION OF APPROXIMATELY 2 INCHES OR LESS AT THE CENTERLINE MAY BE ALLOWED DURING NON-WORKING HOURS WITHOUT ADDITIONAL TRAFFIC CONTROL. SPECIAL CONDITIONS MAY EXIST WHERE PROTECTION SHOULD BE PROVIDED WHERE THE DIFFERENCE IS 2 INCHES OR LESS.

(729) SIGNS ON TEMPORARY SUPPORTS ARE TO BE REMOVED OR COVERED WHEN NO WORK IS BEING PERFORMED OR AT THE COMPLETION OF THE DAY'S OPERATION.

730 OMITTED

731 OMITTED

732 CHANNELIZING DRUMS SHOULD BE PLACED ON 10 FOOT INTERVALS IN RADII.

733 CHANNELIZING DRUMS PLACED TO PROTECT COMPLETED WORK NOT OPEN TO TRAFFIC, SHOULD BE SPACED AT 50 FOOT INTERVALS.

734 CHANNELIZING DRUMS PLACED IN THE EXCAVATED AREA AHEAD OF PAVING OPERATIONS, SHOULD BE SPACED AT 50 FOOT INTERVALS.

(735) CHANNELIZING DRUMS PLACED ON PAVEMENT DURING WORKING HOURS SHALL BE SHIFTED TO THE EDGE OF SHOULDER DURING NON-WORKING HOURS AND DURING PEAK PERIODS.

(736) CHANNELIZING DRUMS SHOULD BE PLACED ON 25 FOOT INTERVALS THROUGHOUT ALL TAPERS.

(737) CHANNELIZING DEVICES SHALL EXTEND TO A POINT WHERE THEY ARE VISIBLE TO APPROACHING TRAFFIC.

738 OMITTED

739 OMITTED

740 OMITTED

(741) FOR DIVIDED ROADWAYS, THE REQUIRED ADVANCE WARNING SIGNS SHALL BE POSTED ON BOTH THE RIGHT AND LEFT SIDE OF THE ROADWAY.

(742) THE CONTRACTOR SHALL CLOSE THE LANE ADJACENT TO THE WORK AREA ANYTIME WORK OUTSIDE THE EXISTING TRAVEL LANES ENCROACHES WITHIN 2 FEET OF THE EXISTING EDGE OF PAVEMENT.

743 OMITTED

(744) THE TRANSITION TAPER LENGTH (L) IS SHOWN IN TABLE 6C-4, AND THE BUFFER LENGTH IS SHOWN IN TABLE 6C-2 OF THE MUTCD, PART 6, 2009 EDITION.

745 OMITTED

746 UNEVEN LANES SIGNS SHALL BE COVERED OR REMOVED WHEN NO UNEVEN PAVEMENT CONDITIONS EXIST.

747 MOVING OPERATIONS SHALL BE CONFINED TO ONE LANE IN THE DIRECTION OF TRAFFIC.

(748) R16-3 (WHEN WORKERS ARE PRESENT BEGIN HIGHER FINES) AND R16-3A (END HIGHER FINES) SIGNS SHALL BE REQUIRED FOR EVERY PROJECT ON STATE ROUTES AND INTERSTATE HIGHWAYS. THESE SIGNS SHALL BE POSTED AT THE BEGINNING AND END OF THE PROJECT WITH AN R2-1 (REGULATORY SPEED SIGN) ALWAYS FOLLOWING THE R16-3 SIGN. R16-3B (HIGHER FINES ZONE) AND R2-1 SIGNS SHALL BE POSTED AT MAXIMUM INTERVALS OF THREE MILES THROUGHOUT THE PROJECT LIMITS.

(749) WHEN A CONSTRUCTION WORK ZONE SPEED LIMIT REDUCTION IS NOT REQUIRED AT THE END OF THE WORK DAY, THE CONTRACTOR SHALL COVER OR REMOVE THE REDUCED R2-1 (REGULATORY SPEED SIGNS) AND THE W3-5B (REDUCED SPEED AHEAD) SIGNS UNLESS OTHERWISE DIRECTED BY THE ENGINEER.

750 DURING REPLACEMENT OF GUARDRAIL AND OR GUARDRAIL END ANCHORS, A REFLECTORIZED DRUM SHALL BE PLACED BEFORE THE END OF ANY EXPOSED GUARDRAIL AT NIGHT WHERE THE GUARDRAIL END ANCHOR CANNOT BE REPLACED IN ONE DAY'S TIME.

(751) CONSTRUCTION SIGNS MOUNTED ON A SINGULAR OR DUAL SQUARE TUBULAR OR U-CHANNEL POST SHALL BE INSTALLED AS SHOWN ON SPECIAL DRAWING NOS. IHS-710-21 AND IHS-710-23.

(752) THE CONTRACTOR AND THE CONSTRUCTION ENGINEER SHALL DISCUSS AND PLAN FOR THE HANDLING OF TRAFFIC FOR ALL HOLIDAYS BEFORE ANY WORK BEGINS, UNLESS OTHERWISE PRE-APPROVED BY THE REGION ENGINEER. THE FOLLOWING SHALL HOLD:

THE CONTRACTOR SHALL NOT HAVE A LANE CLOSURE DURING THE FOLLOWING PERIODS UNLESS OTHERWISE DIRECTED BY THE ENGINEER OR ALDOT:

FOR CHRISTMAS AND NEW YEARS DAY:
FROM 11:59 PM DECEMBER 23 THROUGH 6:00 AM JANUARY 2.

FOR NATIONAL MEMORIAL DAY AND LABOR DAY:
FROM 12:00 NOON THE FRIDAY BEFORE THE HOLIDAY THROUGH 11:59 PM THE DAY OF THE HOLIDAY.

FOR INDEPENDENCE DAY (THE 4TH OF JULY):
FROM 12:00 NOON THE DAY BEFORE THE HOLIDAY THROUGH 11:59 PM THE DAY OF THE HOLIDAY.

FOR THANKSGIVING DAY:
FROM 12:00 NOON THE WEDNESDAY BEFORE THANKSGIVING DAY THROUGH 11:59 PM THE SUNDAY FOLLOWING THANKSGIVING DAY.

ANY OTHER STATE HOLIDAYS WILL BE HANDLED AS APPROVED BY THE PROJECT ENGINEER.

THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER AND LOCAL GOVERNMENT ON TRAFFIC AND/OR WORK RESTRICTIONS FOR LOCAL HOLIDAYS OR EVENTS NOT LISTED ON ALDOT'S LIST OF OFFICIAL STATE HOLIDAYS.

(753) LANE CLOSURES SHALL ONLY BE PERMITTED DURING THE HOURS OF 9 AM TO 3 PM.

BARGE DESIGN SOLUTIONS

TRAFFIC CONTROL PLAN NOTES

GOVERNORS DRIVE MEDIAN LANDSCAPING AND PEDESTRIAN IMPROVEMENTS
MILL CREEK ACTION ACTIVITY
CITY OF HUNTSVILLE, ALABAMA

DR.	CHK.	DATE	DESCRIPTION

21

FILE NO. 32321-55

ADD 3 - Page 15 of 22 - 10/27/2022

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SEQUENCE OF CONSTRUCTION

NOTE: ANY WORK CAN BE PERFORMED CONCURRENTLY WITH THE APPROVAL OF THE ENGINEER AS LONG AS IT DOES NOT CONFLICT WITH ANOTHER SEQUENCE ITEM.

PHASE 1

* INSTALL ALL APPLICABLE TRAFFIC CONTROL DEVICES.

PHASE 2

* CONSTRUCT CURB AND GUTTER AND SAFETY NOSES ON MEDIANS.
* GRADE AND INSTALL LANDSCAPE IMPROVEMENTS IN MEDIANS.
* REMOVE EXISTING PAVEMENT MARKINGS AT INTERSECTION OF GOVERNORS DRIVE AND SEMINOLE DRIVE.

PHASE 3

* INSTALL PREFORMED THERMOPLASTIC PAVEMENT MARKINGS AT INTERSECTION OF GOVERNORS DRIVE AND SEMINOLE DRIVE.
* PLACE PERMANENT PAVEMENT MARKINGS ON ROADWAY.

PHASE 4

* COMPLETE ANY REMAINING ITEMS OF WORK AND REMOVE CONSTRUCTION TRAFFIC CONTROL DEVICES.

ESTIMATED QUANTITIES

QUANTITY	ITEM NO	UNIT	DESCRIPTION	STANDARD DRAWING NO.
269	7408-000	SQ FT	CONSTRUCTION SIGNS	B,C,E,F,G,H
100	7400-000	EACH	CHANNELIZING DRUMS	
50	740E-000	EACH	CONES (36 INCHES HIGH)	
50	740M-001	EACH	BALLAST FOR CONE	
1	741C-010	EACH	PORTABLE SEQUENTIAL ARROW AND CHEVRON SIGN UNIT	

CONSTRUCTION SIGNS

DESCRIPTION		SIZE	QUANTITY	SQ FT	MOUNTING TYPE	STANDARD DRAWING NO.
G20-2	END ROAD WORK	48" X 24"	4	32	POST	B,G
R2-1	SPEED LIMIT	30" X 36"	6	45	POST	B,C
W3-5b	REDUCED SPEED AHEAD	48" X 48"	2	32	POST	B,E
W4-2	LANE REDUCTION	48" X 48"	2	32	TEMPORARY	B,H
W20-5	RIGHT LANE CLOSED 1500 FT	48" X 48"	2	32	TEMPORARY	B,F
W20-5	RIGHT LANE CLOSED 1000 FT	48" X 48"	2	32	TEMPORARY	B,F
W20-5	LEFT LANE CLOSED 1500 FT	48" X 48"	2	32	TEMPORARY	B,F
W20-5	LEFT LANE CLOSED 1000 FT	48" X 48"	2	32	TEMPORARY	B,F
TOTAL				269		

REQUIRED SPECIAL & STANDARD HIGHWAY DRAWINGS

B	IHS-710-21	F	SHS-29
C	SHS-1	G	SHS-30
E	SHS-26	H	SHS-13

BARGE DESIGN SOLUTIONS

TRAFFIC CONTROL PLAN NOTES

GOVERNORS DRIVE MEDIAN LANDSCAPING AND PEDESTRIAN IMPROVEMENTS
MILL CREEK ACTION ACTIVITY
CITY OF HUNTSVILLE, ALABAMA

ADD 3 - Page 19 of 22 - 10/27/2022

22

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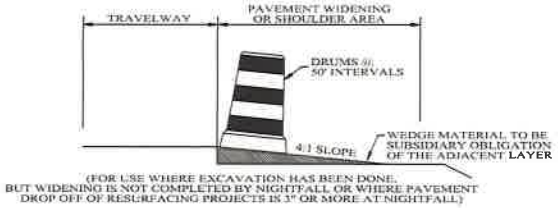
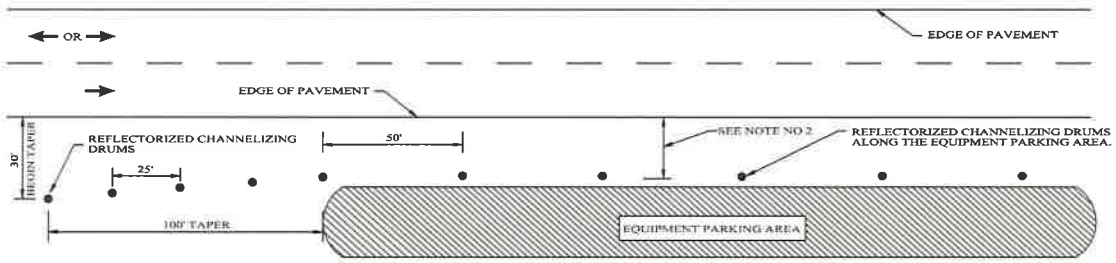


TYPICAL FOR DROP-OFF AT EDGE OF PAVEMENT

NOTE:
THE CONTRACTOR IS TO CONSTRUCT A WEDGE OF UNCLASSIFIED EXCAVATION OR CRUSHED AGGREGATE BASE. THE COST OF PLACING AND REMOVAL SHALL BE A SUBSIDIARY OBLIGATION OF THE ADJACENT LAYER.

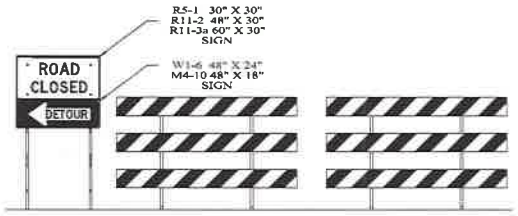
CHANNELIZING DRUMS SHALL BE PLACED AT 50 FT INTERVALS.



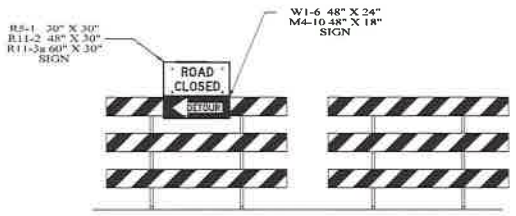
NOTES:

1. SEE ALDOT'S GENERAL TRAFFIC CONTROL PLAN NOTE NO. 702.
2. DRUMS TO BE AS FAR AS PRACTICAL FROM EDGE OF PAVEMENT. MINIMUM DESIRABLE DISTANCE IS 15 FEET FOR FREEWAY TYPE FACILITIES AND 10 FEET FOR OTHER FACILITIES. FOR UNUSUAL CONDITIONS, SUCH AS SPECIAL EQUIPMENT OR LIMITED AVAILABLE SPACE, DIMENSIONS LESS THAN DESIRABLE SHALL BE AS DIRECTED BY THE ENGINEER.
3. ALL DEVICES TO BE FURNISHED BY THE CONTRACTOR WITHOUT COST TO THE ALDOT.

DELINEATING DETAIL FOR EQUIPMENT PARKING OR STORING AREA



DETAILS FOR TYPICAL PLACEMENT OF TYPE III BARRICADES INSIDE OF CLEAR ZONE



DETAILS FOR TYPICAL PLACEMENT OF TYPE III BARRICADES OUTSIDE OF CLEAR ZONE

NOTES

1. SLOPE OF STRIPES ON BARRICADES SHALL BE IN ACCORDANCE WITH SECTION 6F.68 OF THE MUTCD AND DRAWING B-107-2.
2. IF SIGNS ARE REQUIRED TO BE USED IN CONJUNCTION WITH TYPE III BARRICADES TO BE PLACED INSIDE THE CLEAR ZONE, THEY SHALL BE POST MOUNTED TO THE SIDE OF THE BARRICADES AS SHOWN.
3. IF ROAD CLOSED OR DETOUR SIGNS ARE REQUIRED TO BE USED WITH TYPE III BARRICADES TO BE PLACED OUTSIDE THE CLEAR ZONE, THEY SHALL BE PLACED ON THE TOP OF THE BARRICADES NEAREST THE DETOUR.

BARGE DESIGN SOLUTIONS

TRAFFIC CONTROL DETAILS

GOVERNORS DRIVE MEDIAN LANDSCAPING AND PEDESTRIAN IMPROVEMENTS
MILL CREEK ACTION ACTIVITY
CITY OF HUNTSVILLE, ALABAMA

ADD 3 - Page 17 of 22 - 10/27/2022

23

FILE NO. 32321-65

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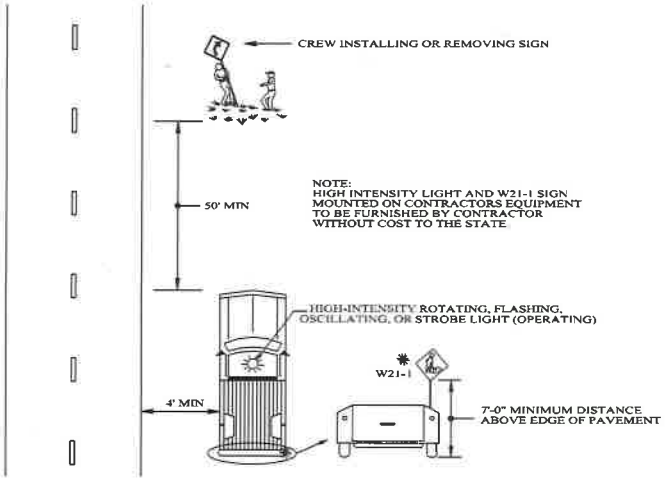
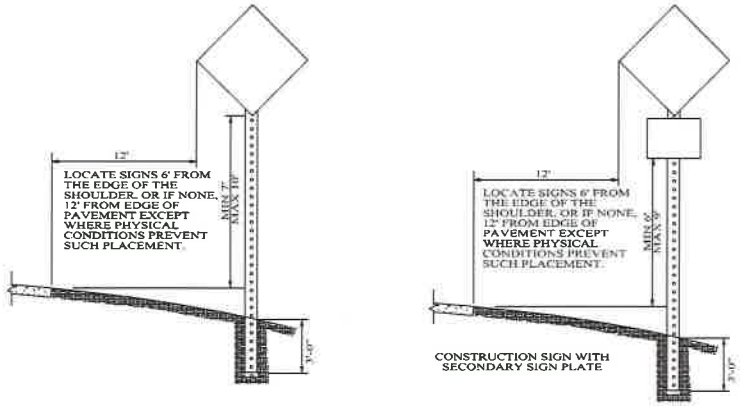
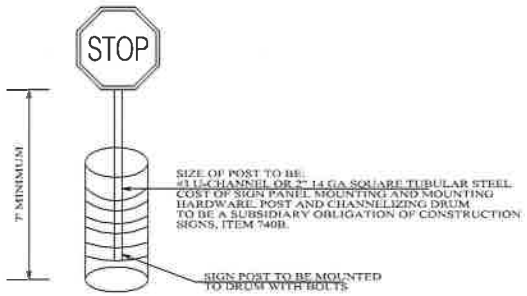


TYPICAL METHOD FOR INSTALLING OR REMOVING CONSTRUCTION SIGNS



NOTE:
IF THE CONTRACTOR CHOOSES TO SPLICE THE POSTS FOR THE REQUIRED POST MOUNTED CONSTRUCTION SIGNS, THEY SHALL BE SPLICED AS SHOWN ON DRAWING IHS-710-23.

HEIGHT AND LATERAL LOCATION OF POST MOUNTED CONSTRUCTION SIGNS



DETAIL FOR DRUM MOUNTED CONSTRUCTION SIGNS

BARGE DESIGN SOLUTIONS

TRAFFIC CONTROL DETAILS

GOVERNORS DRIVE MEDIAN LANDSCAPING AND PEDESTRIAN IMPROVEMENTS
MILL CREEK ACTION ACTIVITY
CITY OF HUNTSVILLE, ALABAMA

NO.	BY	DATE	DESCRIPTION

24

FILE NO. 32321-56

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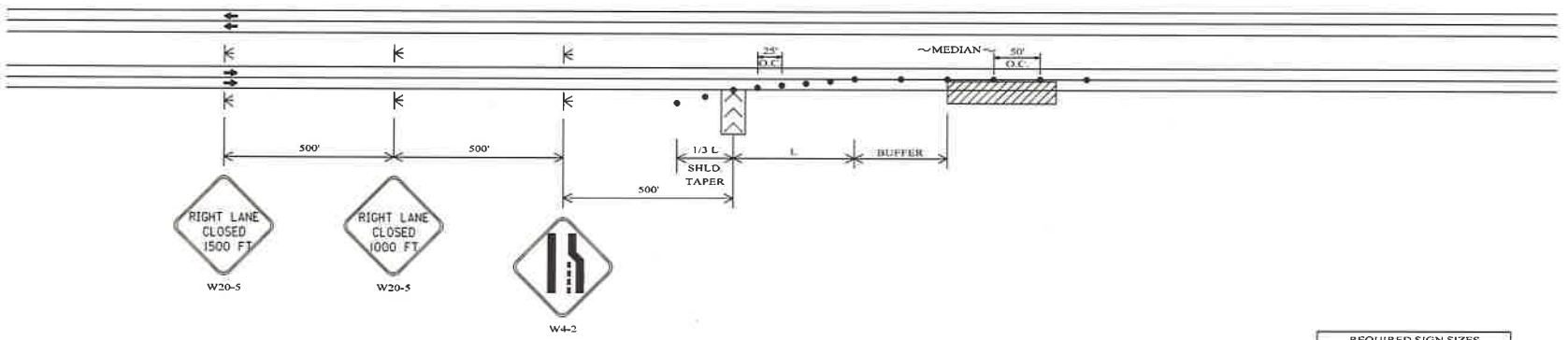
ADD 3 - Page 18 of 22 - 10/27/2022

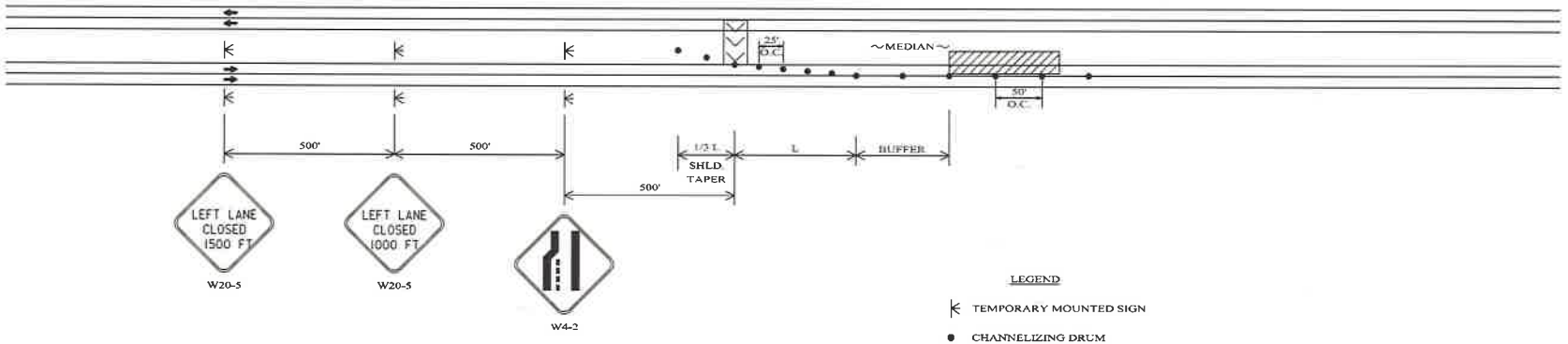
TYPICAL SCHEME FOR RIGHT LANE CLOSURE



REQUIRED SIGN SIZES	
W4-2	48" X 48"
W20-5	48" X 48"

THE SIGN SIZES SHOWN ON THIS SHEET SHALL SUPERCEDE THOSE SHOWN ON THE STANDARD HIGHWAY SIGNS DRAWINGS UNLESS OTHERWISE APPROVED BY THE ENGINEER.

TYPICAL SCHEME FOR LEFT LANE CLOSURE



LEGEND

- TEMPORARY MOUNTED SIGN
- CHANNELIZING DRUM
- WORK AREA
- PORTABLE SEQUENTIAL ARROW AND CHEVRON SIGN UNIT

GENERAL NOTES

1. ALL SIGNS SHALL BE TEMPORARY MOUNTED AS SHOWN, UNLESS THE WORK PERIOD EXCEEDS FOUR (4) DAYS. IN SUCH CASES, THE SIGNS SHALL BE POST MOUNTED.

BARGE DESIGN SOLUTIONS

TRAFFIC CONTROL DETAILS

GOVERNORS DRIVE MEDIAN LANDSCAPING AND PEDESTRIAN IMPROVEMENTS
MILL CREEK ACTION ACTIVITY
CITY OF HUNTSVILLE, ALABAMA

NO. | DESCRIPTION | DATE

25

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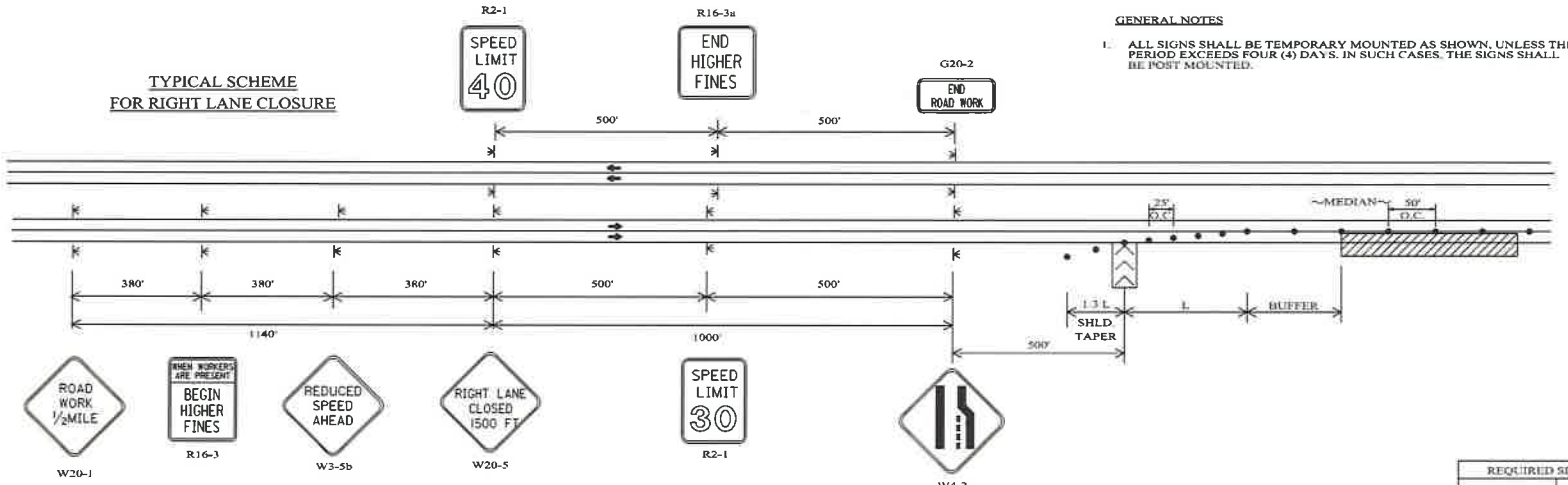
ADD 3 - Page 19 of 22 - 10/27/2022

TYPICAL SCHEME FOR RIGHT LANE CLOSURE



GENERAL NOTES

1. ALL SIGNS SHALL BE TEMPORARY MOUNTED AS SHOWN, UNLESS THE WORK PERIOD EXCEEDS FOUR (4) DAYS. IN SUCH CASES, THE SIGNS SHALL BE POST MOUNTED.

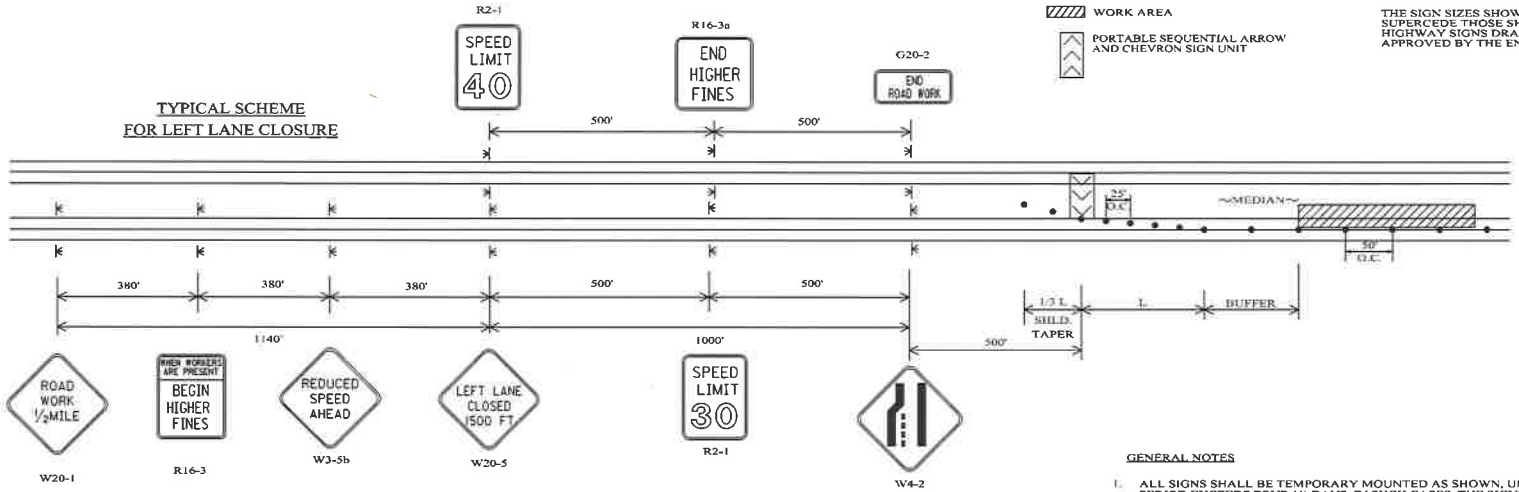
REQUIRED SIGN SIZES	
G20-2	48" X 24"
R2-1	30" X 36"
W3-5b	48" X 48"
R16-3	48" X 60"
R16-3a	48" X 48"
W4-2	48" X 48"
W20-5	48" X 48"
W20-1	48" X 48"

THE SIGN SIZES SHOWN ON THIS SHEET SHALL SUPERCEDE THOSE SHOWN ON THE STANDARD HIGHWAY SIGNS DRAWINGS UNLESS OTHERWISE APPROVED BY THE ENGINEER.

LEGEND

- TEMPORARY MOUNTED SIGN
- CHANNELIZING DRUM
- WORK AREA
- PORTABLE SEQUENTIAL ARROW AND CHEVRON SIGN UNIT

TYPICAL SCHEME FOR LEFT LANE CLOSURE



GENERAL NOTES

1. ALL SIGNS SHALL BE TEMPORARY MOUNTED AS SHOWN, UNLESS THE WORK PERIOD EXCEEDS FOUR (4) DAYS. IN SUCH CASES, THE SIGNS SHALL BE POST MOUNTED.

BARGE DESIGN SOLUTIONS

TRAFFIC CONTROL DETAILS

GOVERNORS DRIVE MEDIAN LANDSCAPING AND PEDESTRIAN IMPROVEMENTS
MILL CREEK ACTION ACTIVITY
CITY OF HUNTSVILLE, ALABAMA

ADD 3 - Page 20 of 22 - 10/27/2022

26

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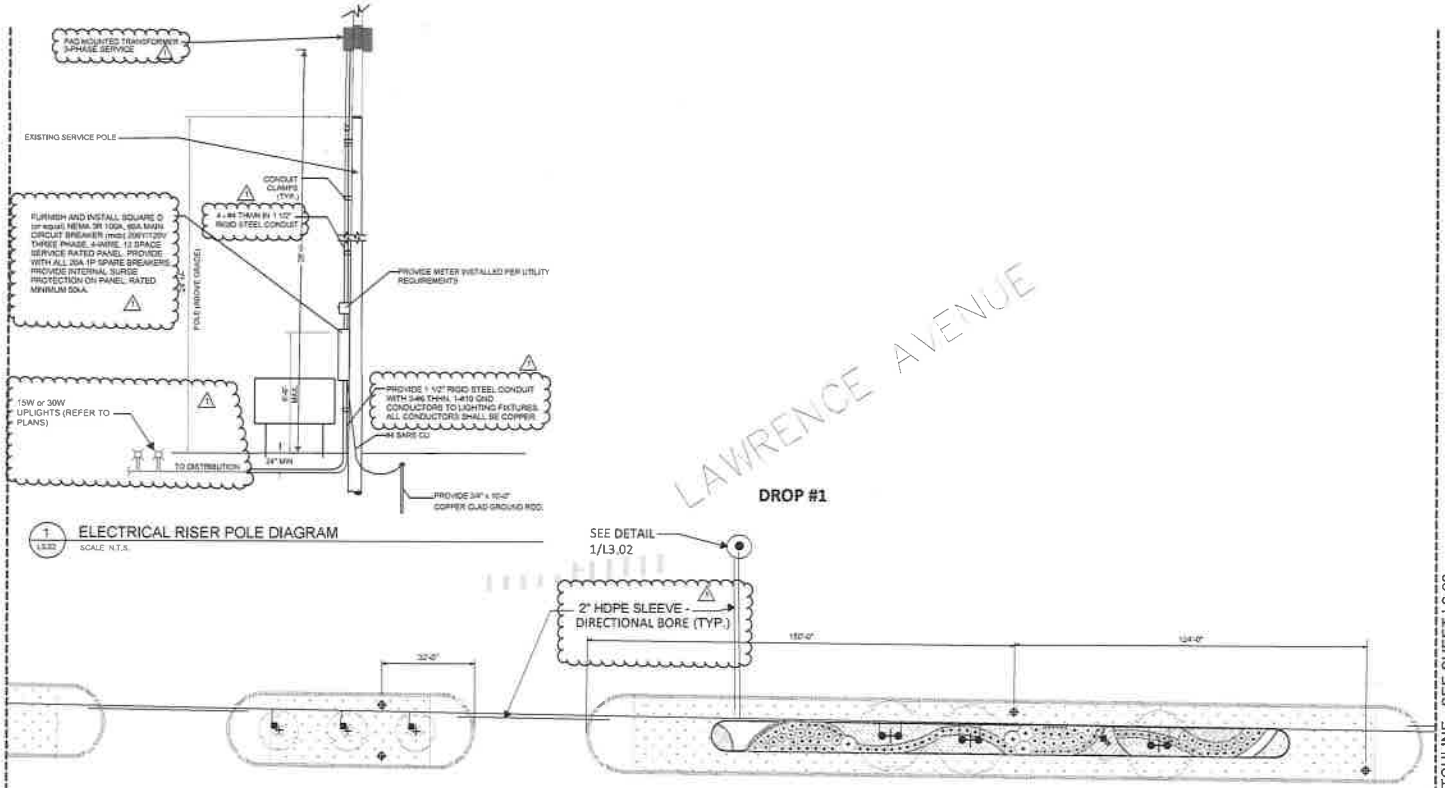

GENERAL ELECTRICAL SPECIFICATIONS

1. THE DRAWINGS ARE DIAGRAMMATIC AND INDICATE THE GENERAL DESIGN AND ARRANGEMENT OF THE PROPOSED WORK. THE EXACT LOCATION OF ALL PANELS AND EQUIPMENT TO BE CONFIRMED BY THE OWNER.
2. ALL WIRING SHALL BE TYPE THHN/THWN (90° C.) COPPER CONDUCTORS. MINIMUM SIZE WIRE SHALL BE #12 AWG UNO.
3. ALL CONDUIT SHALL BE STANDARD RIGID GALVANIZED STEEL.
4. ALL ELECTRICAL EQUIPMENT SUPPORTS AND CONDUIT SUPPORTS, ANCHORS, BOLTS, SCREWS, AND MOUNTING HARDWARE INCLUDING UNISTRUT, ANGLE IRON, AND STRUCTURAL MEMBERS SHALL BE STAINLESS STEEL.
5. PROVIDE ARC FLASH MARKING FOR ALL PANELBOARDS AND CONTROL PANELS PER NEC ARTICLE 110.16. PROVIDE IDENTIFICATION INDICATING VOLTAGE, PHASE, DEVICE DESIGNATION, SOURCE FED FROM AND OTHER REQUIRED MARKING PER NEC ARTICLE 110.21.
6. THE EXACT AIC RATING OF THE DISCONNECT, PANEL, AND CONTROL PANEL PANELBOARD SHALL BE COORDINATED WITH THE POWER COMPANY'S AVAILABLE FAULT CURRENT.
7. PANELBOARD SHALL BE LABELED IDENTIFYING THE BRANCH CIRCUITS. ALL CIRCUIT BREAKERS AND DISCONNECT SWITCHES ETC. SHALL IDENTIFY THE LOAD BEING FED.
8. ALL ELECTRICAL INSTALLATION SHALL BE MADE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE AND SUPPLEMENTS. ALL MATERIALS SHALL BEAR UNDERWRITER'S OFFICIAL LABELS WHERE SUCH LABELING IS CUSTOMARY.
9. ALL CONDUITS SHALL HAVE INSTALLED A GREEN EQUIPMENT GROUNDING CONDUCTOR WHICH SHALL BE ATTACHED TO ALL FIXTURES, PANELS, DEVICES, ETC.

LEGEND

- 15W PROSPOT 6 (PS6) TREE LIGHTING
- 30W PROSPOT 6 (PS6) TREE LIGHTING
- BANNER POLE

NOTES

1. REFER TO ALDOT SPECIFICATIONS FOR THE IMPROVEMENTS NOTED IN THE DRAWINGS

N

20' 10' 0' 20' 40'
SCALE: 1 INCH = 20 FEET

811 Know what's below Call before you dig. 811 www.call811.com

BARGE DESIGN SOLUTIONS

PRELIMINARY NOT FOR CONSTRUCTION

DATE

TREE LIGHTING AND BANNER POLE PLAN

GOVERNORS DRIVE MEDIAN LANDSCAPING AND PEDESTRIAN IMPROVEMENTS
MILL CREEK ACTION ACTIVITY
CITY OF HUNTSVILLE ALABAMA

L3.02

FILE NO: 3232155

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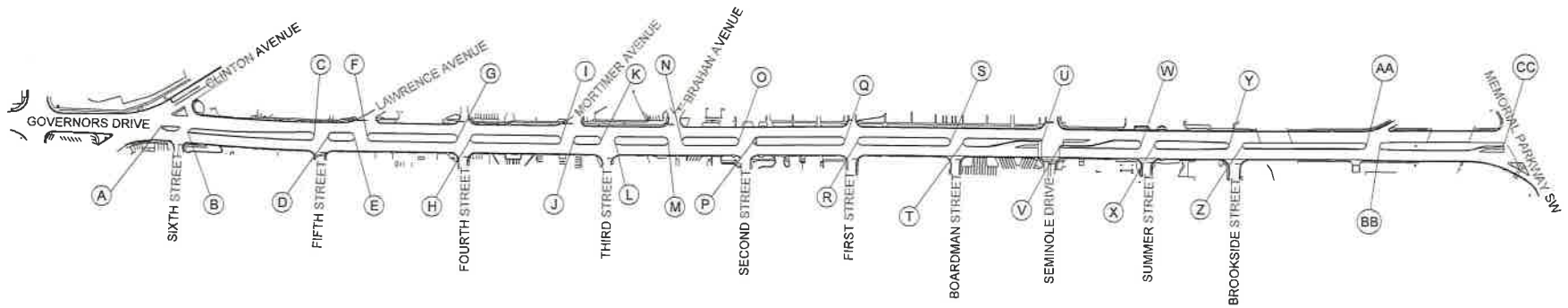
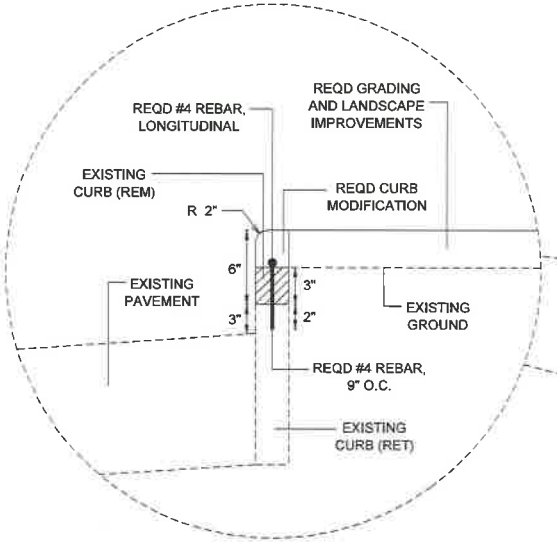
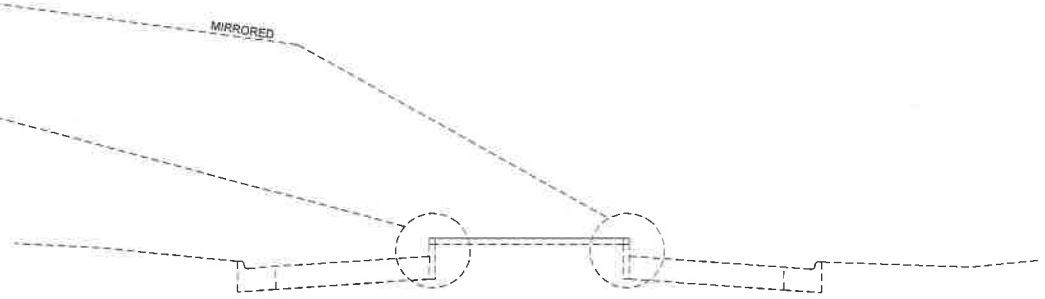




CURB DETAIL
(NOT TO SCALE)



TYPICAL SECTION
TO BE USED FOR
GOVERNORS DRIVE
(NOT TO SCALE)

NOTES:
1. REFER TO ALDOT SPECIAL DRAWINGS 62301 AND 62307 FOR CURB SPECIFICATIONS.
2. HOLES SHALL BE PRE-DRILLED PRIOR TO INSTALLATION OF #4 REBAR INTO EXISTING CURB.
3. EPOXY SHALL BE APPLIED TO #4 REBAR PRIOR TO INSTALLING IN PRE-DRILLED HOLE.
4. EXPANSION JOINTS IN CURB MODIFICATION SHALL MATCH JOINTS IN EXISTING CURB.

BARGE DESIGN SOLUTIONS

CURB LAYOUT

GOVERNORS DRIVE MEDIAN LANDSCAPING AND PEDESTRIAN IMPROVEMENTS
MILL CREEK ACTION ACTIVITY
CITY OF HUNTSVILLE, ALABAMA

DR.	CHK.	DATE	DESCRIPTION

2

FILE NO. 32321-55

ADD 3 - Page 22 of 22 - 10/27/2023

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CERTIFICATION OF COMPLIANCE WITH TITLE 39, CODE OF ALABAMA

In accordance with Code of Alabama (1975) §39-5-1(b), I hereby certify that the contract with Lambert Contracting, L.L.C., in the amount of ONE MILLION SIX HUNDRED THIRTY-TWO THOUSAND THREE HUNDRED THIRTY-EIGHT AND .33/100 DOLLARS ($1,632,338.33), for Governors Drive Median Landscaping & Pedestrian Improvements (Mill Creek Action Activity), Base Bid and Option #1, Project No. 71-22-SP27, which is being submitted to the City Council of the City of Huntsville for approval on this the 27th day of October, 2022, has been let in accordance with Code of Alabama, Title 39 and all other applicable provisions.

Kathy Martin
Director of City Engineering
City of Huntsville

E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as " the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2).

Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

"By signing this contract the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

Representation Pursuant to Code of Alabama) § 41-16-5 (b)

By signing this contract, Lambert Contracting, L.L.C., represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

Lambert Contracting, L.L.C.
(Company)

BY: _____
(Authorized Representative)

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** 2022-0939

Department: **Engineering**

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

Agreement between the City of Huntsville and the State of Alabama Department of Transportation for Grading and/or Landscaping on Right-of-Way for Governors Drive Median Landscaping & Pedestrian Improvements (Mill Creek Action Activity).

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: **N/A**

Address:

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

Additional Comments:

Grading and Landscaping Permit for the median improvements with the ALDOT ROW along Governors Drive between Memorial Parkway and Clinton Avenue.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** TMP-2168

Department: **Engineering**

Subject:

Type of Action: Approval/Action

Agreement between the City of Huntsville and the State of Alabama Department of Transportation for Grading and/or Landscaping on Right-of-Way for Governors Drive Median Landscaping & Pedestrian Improvements (Mill Creek Action Activity).

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: **N/A**

Address:

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

Additional Comments:

Landscaping and pedestrian improvements within the medians of Governors Drive from Memorial Parkway west to Clinton Avenue.

RESOLUTION NO. 22-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into an agreement between the City of Huntsville and the State of Alabama Department of Transportation for Grading and/or Landscaping on Right-of-Way for Governors Drive Median Landscaping & Pedestrian Improvements (Mill Creek Action Activity), in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that document attached hereto and identified as "Agreement between the City of Huntsville and the State of Alabama Department of Transportation for Grading and/or Landscaping on Right-of-Way for Governors Drive Median Landscaping & Pedestrian Improvements (Mill Creek Action Activity)," consisting of a total of five (5) pages, and the date of October 27, 2022, appearing on the margin of the first page, together with the signature of the resident 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 27th day of October, 2022.

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

APPROVED this the 27th day of October, 2022.

_____
Mayor of the City of Huntsville, Alabama

ALABAMA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR GRADING AND/OR LANDSCAPING ON RIGHT OF WAY

County **Madison**

Route Number **SR-53**

Milepost **316.891 - 317.714**

FOR OFFICIAL USE ONLY
DATE RECEIVED FROM APPLICANT: __/__/____
PERMIT NUMBER: _____

Bonding Agency **N/A** Bond Number **8572667**

Associated Permits and/or Documents **Construction Plans, MB-01, MB-06**

THIS AGREEMENT is entered into this the **27** day of **October**, 20**22**, by and between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as ALDOT and **City of Huntsville**, hereinafter referred to as the APPLICANT.

WITNESSETH

WHEREAS, the APPLICANT proposes to grade and/or landscape ALDOT Right of Way located and described as follows: **The existing landscaped medians will be cleared and grubbed and a new 9" non-mountable concrete curb will be installed. Medians will be re-landscaped with permanent vegetation to include bermuda sod, shrubs and trees. Landscaping will be accented with ground lighting and banner arms. All landscaped areas will be irrigated.**

NOW, THEREFORE, in order to preserve the right-of-way in an appropriate functional condition it is agreed between the parties hereto as follows:

1. All grading on the right-of-way will be confined to and coextensive with the limits of the APPLICANT's own property which is adjacent to and coextensive with the right-of-way.

2. All work shall be subject to the inspection and approval of ALDOT and located as shown on the approved plans previously submitted to ALDOT which are hereby made a part of this Agreement by reference.

3. A copy of the Agreement and the plans will be kept at the site of work, at all times, by the APPLICANT.

4. ALDOT does not grant the APPLICANT any right, title, or claim to any highway right-of-way.

President of the City Council of the City of Huntsville, AL
Date: October 27, 2022

5. The APPLICANT will not store material, excess dirt, or equipment on the shoulders or pavement and in event of multi-lane highways, in the median strips. The pavement will be kept free by the APPLICANT from mud and from excavation waste from trucks or other equipment. On completion of the work, all excess material will be removed from the right-of-way by the APPLICANT.

6. All disturbed areas shall be top-soiled and re-vegetated by the APPLICANT in accordance with the standard specifications of ALDOT.

7. In accomplishment of the work by the APPLICANT, no drainage structures or channels will be changed or altered other than as shown on the plans.

8. In no case shall post development drainage from beyond the ROW Limits, directed toward the roadway, be greater than the pre-construction runoff nor shall the post development increase the runoff within the ROW. Should the post development drainage increase to unacceptable levels, the property owner shall restore drainage to the pre-construction levels and restore the ROW to pre-construction conditions.

9. The Federal Water Pollution Control Act, The Federal Insecticide, Fungicide, and Rodenticide Act, The Alabama Water Pollution Control Act, The Alabama Environmental Management Act, The Clean Water Act (1987), and the Alabama Nonpoint Source Management Program (1989) are hereby made a part of this permit by reference.

10. The APPLICANT will conform to the regulations of the Environmental Protection Agency (EPA) and of the Alabama Department of Environmental Management (ADEM), latest edition, for both installation and maintenance of such facilities.

The APPLICANT will provide proof of applicable permit coverage and conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. The APPLICANT must provide a copy of the Notice of Intent (NOI) issued by ADEM. This will assure compliance with Phase II of storm-water construction requirements. In the event a NOI is not required, APPLICANT must submit to ALDOT a Best Management Practices (BMP) plan to control sediment run-off.

11. In the event that ALDOT is issued a citation or any other enforcement document by ADEM/EPA for failure to comply with applicable requirements, it shall be the responsibility of the APPLICANT to bring all BMPs into compliance and to pay for any fines, assessments, etc. that may be issued to ALDOT by ADEM/EPA.

12. Underground Damage Prevention Legislation, Alabama Act 94-487, is hereby made a part of this permit by reference. The APPLICANT will conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. Should the permitted work require a locate request ticket, no work shall begin until a copy of such ticket is obtained and the APPLICANT shall keep a copy of such ticket at the site of work.

13. The APPLICANT will provide all necessary and adequate safety precautions such as signs, flags, lights, barricades, and flagmen in accordance with the national Manual on Uniform Traffic Control Devices, of record in ALDOT.

14. If hazardous material is encountered in the execution of this Agreement it will be the responsibility of the APPLICANT to notify the proper agency responsible for said hazardous material and to comply with any and all environmental regulations as established by the Environmental Protection Agency (EPA), Alabama Department of Environmental Management (ADEM), and of the Occupational Safety and Health Administration (OSHA) in the proper disposition of the hazardous material encountered.

15. Any utility adjustment will be by agreement between the APPLICANT and the Utility, and any such agreement shall be subject to the approval of ALDOT.

16. This permit is valid for the contract period which is defined as follows: All proposed work as described and submitted in the permit documents must be completed within one year from the approved date of the permit and for a period covering one year from ALDOT acceptance of proposed work.

17. The APPLICANT will perform or cause to be performed the work applied for in this permit contract and will restore the highway in the work area in as good condition as the same was prior to the work and will maintain the accomplished work and highway work area in a condition satisfactory to ALDOT. Should the APPLICANT not maintain the work or create an unsafe condition during the contract period, ALDOT reserves the right to remove any work and restore the ROW to a safe condition at the expense of the APPLICANT and the APPLICANT agrees to pay ALDOT all such costs as a result.

18. Once work is begun, the APPLICANT shall pursue the work continuously and diligently until completion. Should the APPLICANT feel that the work cannot be completed in a one year period, they shall submit in writing (30 days prior to the termination date) to ALDOT the reasons for an extension of time. ALDOT will determine whether an extension may be approved.

19. The APPLICANT will file with ALDOT an acceptable certified check or bond in the penal amount of $ **N/A** (Bond Number: **8572667**) to guarantee the faithful performance of this permit contract in its entirety during the contract period as defined in item 16. Upon satisfactory completion and acceptance of all work provided for in this permit contract, the check or bond, as applicable, will be returned to the APPLICANT; otherwise, the proceeds from the check, or any amount received by ALDOT as a result of the bond, will be applied to complete and fulfill the permit contract terms.

20. Indemnification Provisions. Please check the appropriate type of applicant:

By entering into this agreement, the APPLICANT is not an agent of the State, its officers, employees, agents or assigns. The APPLICANT is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.

☒ If the applicant is an incorporated municipality or gas district then:

Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, ALDOT, its officers, officials, agents, servants, and employees, in both their official and individual capacities, from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the APPLICANT, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees , caused by the negligent, careless or unskillful acts of the APPLICANT its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives or employees, or anyone for whose acts the APPLICANT may be liable.

☐ If the applicant is county government then:

The APPLICANT shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the APPLICANT shall protect, defend, indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officials, officers, servants, and employees, in their official capacities, and their agents and/or assigns.

For all claims not subject to Ala. Code § 11-93-2 (1975), the APPLICANT shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, servants, and employees, in both their official and individual capacities, and their agents and/or assigns from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives, employees or assigns.

☐ If the applicant is a state governmental agency or institution then:

The APPLICANT shall be responsible for damage to life and property due to activities of the APPLICANT of employees of APPLICANT in connection with the work or services under this Agreement. The APPLICANT agrees that its contractors, subcontractors, agents, servants, vendors or employees of APPLICANT shall possess the experience, knowledge and skill necessary to perform the particular duties required or necessary under this Agreement. The APPLICANT is a state institution and is limited by the Alabama Constitution in its ability to indemnify and hold harmless another entity. The APPLICANT maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by the APPLICANT. The APPLICANT has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury. The APPLICANT agrees ALDOT shall not be responsible for the willful, deliberate, wanton or negligent acts of the APPLICANT, or its officials, employees, agents, servants, vendors, contractors or subcontractors. The APPLICANT shall require, its contractors and its subcontractors, agents, servants or vendors, as a term or its contract with the APPLICANT, to include ALDOT as an additional insured in any insurance policy providing coverage for the work to be performed pursuant to and under this Agreement and to provide the APPLICANT a copy of the insurance policy declaration sheet confirming the addition of ALDOT thereto.

☐ If the applicant is not a county, incorporated municipality, or state governmental agency or institution then:

The APPLICANT will protect, defend, indemnify and hold harmless the State of Alabama, ALDOT, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all actions, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this Permit, and/or the APPLICANT's failure to comply with all applicable laws or regulations.

21. This agreement when executed will not be valid or binding until the APPLICANT has complied with all existing ordinances, laws, and zoning boards that have jurisdiction in the county, city, or municipality in which the facilities are located.

This Agreement is deemed to be executed on the date hereinabove set forth by the parties hereto in their respective names by those persons and officials thereunto duly authorized. Witness our hands and seals, this the 27 day of October, 2022.

City of Huntsville
Legal Name of Applicant

WITNESS:

_____

By: _____
Authorized Signature and Title for Applicant

Tommy Battle, Mayor
Typed or Printed Name of Signee

P.O. Box 308
Address Line 1

Huntsville Al 35804
Address Line 2

256 427 5300
Telephone Number

FOR OFFICIAL USE ONLY

RECOMMENDED FOR APPROVAL:

	Printed Name	Signature	Date
DISTRICT:			
AREA:			
REGION:			

APPROVED:
ALABAMA DEPARTMENT OF TRANSPORTATION
ACTING BY AND THROUGH ITS TRANSPORTATION DIRECTOR

(PLEASE CHECK APPROPRIATE BOX)

- ☐ **CENTRAL OFFICE**
- ☐ **REGION**
- ☐ **AREA**
- ☐ **DISTRICT**

	Printed Name	Signature	Date
By:			

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** 2022-0940

Department: **Engineering**

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

Agreement between the City of Huntsville and the State of Alabama Department of Transportation for The Accommodation of Utility Facilities on Public Right-of-Way for Governors Drive Median Landscaping & Pedestrian Improvements (Mill Creek Action Activity).

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: **N/A**

Address:

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

Additional Comments:

Utility Permit for the irrigation lines within the ALDOT ROW along Governors Drive between Memorial Parkway and Clinton Avenue.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** TMP-2169

Department: **Engineering**

Subject:

Type of Action: Approval/Action

Agreement between the City of Huntsville and the State of Alabama Department of Transportation for The Accommodation of Utility Facilities on Public Right-of-Way for Governors Drive Median Landscaping & Pedestrian Improvements (Mill Creek Action Activity).

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: **N/A**

Address:

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

Additional Comments:

Landscaping and pedestrian improvements within the medians of Governors Drive from Memorial Parkway west to Clinton Avenue.

RESOLUTION NO. 22-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into an agreement between the City of Huntsville and the State of Alabama Department of Transportation for The Accommodation of Utility Facilities on Public Right-of-Way for Governors Drive Median Landscaping & Pedestrian Improvements (Mill Creek Action Activity), in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that document attached hereto and identified as "Agreement between the City of Huntsville and the State of Alabama Department of Transportation for The Accommodation of Utility Facilities on Public Right-of-Way for Governors Drive Median Landscaping & Pedestrian Improvements (Mill Creek Action Activity)," consisting of a total of five (5) pages and the date of October 27, 2022, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 27th day of October, 2022.

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

APPROVED this the 27th day of October, 2022.

_____
Mayor of the City of Huntsville, Alabama

ALABAMA DEPARTMENT OF TRANSPORTATION
PERMIT AGREEMENT FOR THE ACCOMMODATION OF UTILITY FACILITIES ON PUBLIC RIGHT-OF-WAY

County Madison

Route Number SR 53

Milepost 316.891 - 317.714

FOR OFFICIAL USE ONLY
DATE RECEIVED FROM APPLICANT: __/__/____
PERMIT NUMBER: _____

Bonding Agency N/A Bond Number 8572667

Associated Permits and/or Documents Construction Plans, MB-05, MB-06A

THIS AGREEMENT is entered into this the 27 day of October, 2022, by and between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as ALDOT and City of Huntsville, a Utility hereinafter referred to as the APPLICANT.

WITNESSETH

WHEREAS, the APPLICANT desires to have its facilities accommodated on public highway right-of-way in Madison County, Alabama consisting approximately of the following:

(11) 2"HDPE directional bored casing pipes with 1" water service line bored at a minimum 36" below the road-way. All bores will begin outside of the northern limits of the ALDOT right-of-way and serve the irrigation needs for the landscaped medians. The utility crossings are shown on enclosed sketches.

; and

WHEREAS, ALDOT hereby grants to the APPLICANT approval to cross or locate its facilities on the public right-of-way at the location and in the manner hereinafter set forth:

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. The APPLICANT will install its facilities on public right-of-way in accordance with plans and specifications of the APPLICANT as approved by ALDOT which plans and specifications are hereby made a part of this permit by reference.

2. In the installation of facilities and performing work under this agreement, the APPLICANT will conform to the provisions of the latest edition of the Alabama Department of Transportation Utility Manual, which manual is of record in ALDOT and is hereby made a part of this permit by reference.

3. The national Manual on Uniform Traffic Control Devices, ALDOT approved edition, is hereby made a part of this permit by reference and will be conformed to as the provisions thereof are applicable to such work. Such Manual is of record in ALDOT at the execution of this Agreement.

4. The Federal Water Pollution Control Act, The Federal Insecticide, Fungicide, and Rodenticide Act, The Alabama Water Pollution Control Act, The Alabama Environmental Management Act, The Clean Water Act (1987), and the Alabama Nonpoint Source Management Program (1989) are hereby made a part of this permit by reference.

President of the City Council of the City of Huntsville, AL
Date: October 27, 2022

5. The APPLICANT will conform to the regulations of the Environmental Protection Agency (EPA) and of the Alabama Department of Environmental Management (ADEM), latest edition, for both installation and maintenance of such facilities.

The APPLICANT will provide proof of applicable permit coverage and conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. The APPLICANT must provide a copy of the Notice of Intent (NOI) issued by ADEM. This will assure compliance with Phase II of storm-water construction requirements. In the event a NOI is not required, APPLICANT must submit to ALDOT a Best Management Practices (BMP) plan to control sediment run-off.

6. In the event that ALDOT is issued a citation or any other enforcement document by ADEM/EPA for failure to comply with applicable requirements, it shall be the responsibility of the APPLICANT to bring all BMPs into compliance and to pay for any fines, assessments, etc. that may be issued to ALDOT by ADEM/EPA.

7. Underground Damage Prevention Legislation, Alabama Act 94-487, is hereby made a part of this permit by reference. The APPLICANT will conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. Should the permitted work require a locate request ticket, no work shall begin until a copy of such ticket is obtained and the APPLICANT shall keep a copy of such ticket at the site of work.

8. If hazardous materials, wastes, substances, or as otherwise defined by Code of Alabama § 6-5-332.1(a)(2) (1993 Repl. Vol.) are encountered in the execution of this Agreement it will be the responsibility of the APPLICANT to notify the proper agency responsible for said hazardous materials and to comply with any and all environmental regulations as established by the Environmental Protection Agency (EPA), Alabama Department of Environmental Management (ADEM), and of the Occupational Safety and Health Administration (OSHA) in the proper disposition of the hazardous materials encountered.

9. This permit is valid for the contract period which is defined as follows: All proposed work as described and submitted in the permit documents must be completed within one year from the approved date of the permit and for a period covering one year from ALDOT acceptance of proposed work.

10. The APPLICANT will perform or cause to be performed the work applied for in this permit contract and will restore the highway in the work area in as good condition as the same was prior to the work and will maintain the accomplished work and highway work area in a condition satisfactory to ALDOT. Should the APPLICANT not maintain the work or create an unsafe condition during the contract period, ALDOT reserves the right to remove any work and restore the ROW to a safe condition at the expense of the APPLICANT and the APPLICANT agrees to pay ALDOT all such costs as a result.

11. Once work is begun, the APPLICANT shall pursue the work continuously and diligently until completion. Should the APPLICANT feel that the work cannot be completed in a one year period, they shall submit in writing (30 days prior to the termination date) to ALDOT the reasons for an extension of time. ALDOT will determine whether an extension may be approved.

12. For Small Wireless Facility applications, the APPLICANT hereby enters into the following permit tolling agreement with ALDOT upon its execution of this Agreement:

Any written request from ALDOT for revision, addition, or clarification related to a complete application shall toll the processing deadline of said permit until the APPLICANT provides written response properly addressing ALDOT's request. Failure by the APPLICANT to address the request(s) within thirty (30) days will result in the denial of the application.

13. The APPLICANT will file with ALDOT an acceptable certified check or bond in the penal amount of $ N/A (Bond Number: 8572667) to guarantee the faithful performance of this permit contract in its entirety during the contract period as defined in Item 9. Upon satisfactory completion and acceptance of all work provided for in this permit contract, the check or bond, as applicable, will be returned to the APPLICANT; otherwise, the proceeds from the check, or any amount received by ALDOT as a result of the bond, will be applied to complete and fulfill the permit contract terms. In the instance that ALDOT determines a bond on record is necessary, the APPLICANT shall provide such bond to ALDOT. The bond amount shall be determined by ALDOT.

14. Indemnification Provisions. Please check the appropriate type of applicant:

By entering into this agreement, the APPLICANT is not an agent of the State, its officers, employees, agents or assigns. The APPLICANT is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.

X If the applicant is an incorporated municipality or gas district then:

Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, ALDOT, its officers, officials, agents, servants, and employees, in both their official and individual capacities, from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the APPLICANT, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the APPLICANT its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives or employees, or anyone for whose acts the APPLICANT may be liable.

_____ If the applicant is county government then:

The APPLICANT shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the APPLICANT shall protect, defend, indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officials, officers, servants, and employees, in both their official and individual capacities, and their agents and/or assigns.

For all claims not subject to Ala. Code § 11-93-2 (1975), the APPLICANT shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, servants, and employees, in both their official and individual capacities, and their agents and/or assigns from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives, employees or assigns.

_____ If the applicant is a state governmental agency or institution then:

The APPLICANT shall be responsible for damage to life and property due to activities of the APPLICANT of employees of APPLICANT in connection with the work or services under this Agreement. The APPLICANT agrees that its contractors, subcontractors, agents, servants, vendors or employees of APPLICANT shall possess the experience, knowledge and skill necessary to perform the particular duties required or necessary under this Agreement. The APPLICANT is a state institution and is limited by the Alabama Constitution in its ability to indemnify and hold harmless another entity. The APPLICANT maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by the APPLICANT. The APPLICANT has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury. The APPLICANT agrees ALDOT shall not be responsible for the willful, deliberate, wanton or negligent acts of the APPLICANT, or its officials, employees, agents, servants, vendors, contractors or subcontractors. The APPLICANT shall require, its contractors and its subcontractors, agents, servants or vendors, as a term or its contract with the APPLICANT, to include ALDOT as an additional insured in any insurance policy providing coverage for the work to be performed pursuant to and under this Agreement and to provide the APPLICANT a copy of the insurance policy declaration sheet confirming the addition of ALDOT thereto.

_____ If the applicant is not a county, incorporated municipality, or state governmental agency or institution then:

The APPLICANT will protect, defend, indemnify and hold harmless the State of Alabama, ALDOT, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all actions, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this Permit, and/or the APPLICANT's failure to comply with all applicable laws or regulations.

15. The APPLICANT will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the APPLICANT, its agents, servants, employees or facilities.

16. ALDOT in executing this Agreement does not in any way assume the responsibility for the maintenance of the facilities of the APPLICANT, nor the responsibility for any damage to the facilities caused by third parties.

17. The APPLICANT will have a copy of this Agreement on the project site at all times while said work is being performed.

18. Nothing contained in this Permit Agreement, nor the issuance or receipt thereof, shall be construed to alter or affect the title of ALDOT to the public right-of-way nor to increase, decrease or modify in any way the rights of the APPLICANT provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

19. Reimbursement for future relocations of the APPLICANT'S facilities will be in accordance with State law in effect at the time such relocations are made.

20. The APPLICANT stipulates that the specific use of these facilities located upon public right-of-way is ground lighting, irrigation and landscaping.
The APPLICANT further stipulates that should this specific use change at any time in the future that the APPLICANT will notify ALDOT immediately of the change.

This Agreement is deemed to be executed on the date hereinabove set forth by the parties hereto in their respective names by those persons and officials thereunto duly authorized. Witness our hands and seals, this the 27 day of October, 2022.

City of Huntsville
Legal Name of Applicant

WITNESS:

_____

By: _____
Authorized Signature and Title for Applicant

Tommy Battle, Mayor
Typed or Printed Name of Signee

P.O. Box 308
Address Line 1

Huntsville Al 35804
Address Line 2

256 427 5300
Telephone Number

kathy.martin@huntsvilleal.gov
Contact Email Address

FOR OFFICIAL USE ONLY

RECOMMENDED FOR APPROVAL:

	Printed Name	Signature	Date
DISTRICT:			
AREA:			
REGION:			

APPROVED:
ALABAMA DEPARTMENT OF TRANSPORTATION
ACTING BY AND THROUGH ITS TRANSPORTATION DIRECTOR

(PLEASE CHECK APPROPRIATE BOX)

- ☐ **CENTRAL OFFICE**
- ☐ **REGION**
- ☐ **AREA**
- ☐ **DISTRICT**

	Printed Name	Signature	Date
By:			

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** 2022-0941

Department: **Engineering**

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

Agreement between the City of Huntsville and the State of Alabama Department of Transportation for The Cooperative Maintenance of Public Right-of-Way for Governors Drive Median Landscaping & Pedestrian Improvements (Mill Creek Action Activity).

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: **N/A**

Address:

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

Additional Comments:

Maintenance Permit for median improvements within the ALDOT ROW along Governors Drive between Memorial Parkway and Clinton Avenue.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** TMP-2184

Department: **Engineering**

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

Agreement between the City of Huntsville and the State of Alabama Department of Transportation for The Cooperative Maintenance of Public Right-of-Way for Governors Drive Median Landscaping & Pedestrian Improvements (Mill Creek Action Activity).

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: **N/A**

Address:

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

Additional Comments:

Landscaping and pedestrian improvements within the medians of Governors Drive from Memorial Parkway west to Clinton Avenue.

RESOLUTION NO. 22-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into an agreement between the City of Huntsville and the State of Alabama Department of Transportation for The Cooperative Maintenance of Public Right-of-Way for Governors Drive Median Landscaping & Pedestrian Improvements (Mill Creek Action Activity), in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that document attached hereto and identified as "Agreement between the City of Huntsville and the State of Alabama Department of Transportation for The Cooperative Maintenance of Public Right-of-Way for Governors Drive Median Landscaping & Pedestrian Improvements (Mill Creek Action Activity)," consisting of a total of four (4) pages and the date of October 27, 2022, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 27th day of October, 2022.

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

APPROVED this the 27th day of October, 2022.

_____
Mayor of the City of Huntsville, Alabama

ALABAMA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR THE COOPERATIVE MAINTENANCE OF PUBLIC RIGHT OF WAY

County **Madison**

Route Number **SR-53**

Milepost **316.891 - 317.714**

Resolution Number _____

FOR OFFICIAL USE ONLY
DATE RECEIVED FROM APPLICANT: __/__/____
PERMIT NUMBER: _____

Associated Permits and/or Documents **Construction Plans, MB-05 and MB-01**

THIS AGREEMENT, entered into this the **27** day of **October**, 20**22**, by and between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as ALDOT and **City of Huntsville**, in an effort to provide maintenance within the city limits of **Huntsville** along Route **53**, the **City of Huntsville** agrees to maintain **Landscaping, Irrigation, Lighting, Banner Arms in the existing landscaped Medians.** in the ALDOT right-of-way from milepost **316.89** to **317.71**. All maintenance shall conform to standards and specifications of ALDOT and the ALDOT approved version of the national Manual on Uniform Traffic Control Devices. Any future proposed work not described in this agreement or any associated agreements shall be requested by permit and is subject to approval by ALDOT. It is furthermore understood by the parties that the map attached hereto describes the current situation. The parties understand that this agreement and the plans attached hereto may be amended by the mutual agreement of the parties.

In accepting the above, ALDOT and APPLICANT agree to do the following:

1. Adequate sight distances must be maintained for maximum public safety; otherwise ALDOT reserves the right to remedy this situation in the most expedient manner.

2. ALDOT is not responsible for the safety of the individual involved or taking part in this work during maintenance operations.

3. If ALDOT construction (repair of drainage and traffic structures, crossovers and other minor construction) is done in the subject area, it will be the responsibility of ALDOT to establish a stand of vegetative cover if deemed necessary by ALDOT and then the APPLICANT'S responsibility to maintain the vegetative cover as stipulated herein. In the event of major construction in the subject area, this Agreement shall be voided at a time designated by ALDOT.

President of the City Council of the City of Huntsville, AL
Date: October 27, 2022

4. Any proposed work, whether being performed or accomplished, that is described within or with any associated proposal is subject to the inspection and approval of ALDOT. Should the APPLICANT fail to conform to the provisions of the Agreement, such failure shall be grounds for termination and shall be cause for ALDOT to assume the maintenance at the APPLICANT's expense and/or remove the work and restore the right-of-way to ALDOT's discretion at the expense of the APPLICANT. The APPLICANT agrees to pay ALDOT all such costs as a result. ALDOT shall provide thirty (30) days notice, in writing, or any termination.

5. A copy of this Agreement must be kept by all parties that sign the Agreement. The State of Alabama does not grant APPLICANT any right, title, or claim on any highway right-of-way.

6. The APPLICANT agrees to store no equipment, materials, or debris of any kind on the shoulders of pavement and in the case of multi-lane highways, in the median strips. The pavement will be kept free from waste and equipment.

7. This Agreement is executed with the understanding that it is not valid until the APPLICANT has complied with all existing ordinances, laws and zoning boards that have jurisdiction in the county, city, or municipality.

8. The APPLICANT may perform any herbicide treatments necessary to maintain the appearance of the roadside with written permission from ALDOT. This includes but is not limited to concrete islands, median barriers, curbs, and other structures. Herbicide treatments shall conform to the guidelines found in the current edition of *Chapter IV: ALDOT Herbicide Treatment Recommendations*. Treatments shall be applied by an individual in possession of a current Commercial Applicator Permit (ROW category) issued by the Alabama Department of Agriculture & Industries. Daily application reports shall be made available for review by ALDOT upon request.

9. Indemnification Provisions. Please check the appropriate type of applicant:

By entering into this agreement, the APPLICANT is not an agent of the State, its officers, employees, agents or assigns. The APPLICANT is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.

☒ If the applicant is an incorporated municipality or gas district then:

Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, ALDOT, its officers, officials, agents, servants, and employees, in both their official and individual capacities, from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the APPLICANT, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the APPLICANT its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives or employees, or anyone for whose acts the APPLICANT may be liable.

☐ If the applicant is county government then:

The APPLICANT shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the APPLICANT shall protect, defend, indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officials, officers, servants, and employees, in their official capacities, and their agents and/or assigns.

For all claims not subject to Ala. Code § 11-93-2 (1975), the APPLICANT shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, servants, and employees, in both their official and individual capacities, and their agents and/or assigns from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives, employees or assigns.

☐ If the applicant is a state governmental agency or institution then:

The APPLICANT shall be responsible for damage to life and property due to activities of the APPLICANT of employees of APPLICANT in connection with the work or services under this Agreement. The APPLICANT agrees that its contractors, subcontractors, agents, servants, vendors or employees of APPLICANT shall possess the experience, knowledge and skill necessary to perform the particular duties required or necessary under this Agreement. The APPLICANT is a state institution and is limited by the Alabama Constitution in its ability to indemnify and hold harmless another entity. The APPLICANT maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by the APPLICANT. The APPLICANT has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury. The APPLICANT agrees ALDOT shall not be responsible for the willful, deliberate, wanton or negligent acts of the APPLICANT, or its officials, employees, agents, servants, vendors, contractors or subcontractors. The APPLICANT shall require, its contractors and its subcontractors, agents, servants or vendors, as a term or its contract with the APPLICANT, to include ALDOT as an additional insured in any insurance policy providing coverage for the work to be performed pursuant to and under this Agreement and to provide the APPLICANT a copy of the insurance policy declaration sheet confirming the addition of ALDOT thereto.

10. The APPLICANT agrees to provide pruning and/or trimming of plants in any existing or newly landscaped areas.

11. No new installation or removal of plantings is allowed on the right-of-way under this agreement.

This Agreement is deemed to be executed on the date hereinabove set forth by the parties hereto in their respective names by those persons and officials thereunto duly authorized. Witness our hands and seals, this the 27 day of October, 2022.

City of Huntsville
Legal Name of Applicant

WITNESS:

_____

By: _____
Authorized Signature and Title for Applicant

Tommy Battle, Mayor
Typed or Printed Name of Signee

P.O. Box 308
Address Line 1

Huntsville Al 35804
Address Line 2

256 427 5300
Telephone Number

FOR OFFICIAL USE ONLY

RECOMMENDED FOR APPROVAL:

	Printed Name	Signature	Date
DISTRICT:			
AREA:			
REGION:			

APPROVED:
ALABAMA DEPARTMENT OF TRANSPORTATION
ACTING BY AND THROUGH ITS TRANSPORTATION DIRECTOR

(PLEASE CHECK APPROPRIATE BOX)

- ☐ **CENTRAL OFFICE**
- ☐ **REGION**
- ☐ **AREA**
- ☐ **DISTRICT**

	Printed Name	Signature	Date
By:			

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** 2022-0942

Department: General Services

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

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and GTEC Corporation for engineering services for the Raymond Jones Community Center.

Resolution No.

Finance Information:

Account Number: 2500-14-00000-523035-00000000-

City Cost Amount: $34,880.00

Total Cost: $34,880.00

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location:

Address: 3514 South Memorial Parkway
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☒ District 5 ☐

Additional Comments:
Includes Construction Materials Testing, Special Inspections and ADEM Inspections for the Raymond Jones Community Center project.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** TMP-2185

Department: General Services

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

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and GTEC Corporation for engineering services for the Raymond Jones Community Center.

Resolution No.

Finance Information:

Account Number: 2500-14-00000-523035-00000000-

City Cost Amount: $34,880.00

Total Cost: $34,880.00

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location:

Address: 3514 South Memorial Parkway
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☒ District 5 ☐

Additional Comments:
Includes Construction Materials Testing, Special Inspections and ADEM Inspections for the Raymond Jones Community Center project.

RESOLUTION NO. -_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into a Standard Agreement between the City of Huntsville and GTEC Corporation for engineering services for the Raymond Jones Community Center located at the 3514 South Memorial Parkway, Huntsville, Alabama in the amount of Thirty Three Thousand Eight Hundred Eighty Dollars and 00/100s ($33,880.00) plus not to exceed amount of One Thousand Dollars and 00/100s ($1,000.00) reimbursables for a total contract price of Thirty Four Thousand Eight Hundred Eighty Dollars and 00/100s ($34,880.00) on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to the certain document attached hereto and identified as "Standard Agreement between the City of Huntsville and GTEC Corporation consisting of a total of sixteen (16) 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 _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

_____
Mayor of the City of Huntsville,
Alabama

STANDARD AGREEMENT
BETWEEN
CITY OF HUNTSVILLE
AND
GTEC CORPORATION

~~~~~~~~~~

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:

GTEC Corporation
412 Governors Drive
Huntsville, Alabama 35801

(hereinafter referred to as the "Engineer") under seal for services described below to be rendered for the following Project:

Project Title: Raymond Jones Community Center
General Project Description: Construction Materials Testing, Special Inspections and ADEM Inspections for the

This Agreement shall be effective on the date it is executed by the last party to execute it. The Owner and the Engineer hereby agree as follows:

Date: _____

President of the City Council: _____
~~~~~~~~~~

ARTICLE I
THE ENGINEER'S BASIC DUTIES TO THE OWNER

1.1 By executing this Agreement, the Engineer represents to the Owner that the Engineer is professional qualified to act as the Materials Testing and Inspection Engineer for the project and is licensed to practice Engineering by all public entities having jurisdiction over the Engineer and the Project. The Engineer further represents to the Owner that the Engineer will maintain all necessary licenses, permits or other authorizations necessary to act as Engineer for the Project until Engineer's remaining duties hereunder have been satisfied. The Engineer assumes full responsibility to the Owner for the negligent acts, errors and omissions of its consultants or others employed or retained by the Engineer in connection with the Project.

1.2 Execution of this Agreement by the Engineer constitutes a representation that the Engineer has become familiar with the Project site and the local conditions under which the Project is to be implemented.

1.3 PERIOD OF PERFORMANCE

1.3.1 The Engineer shall commence services pursuant to this agreement as of **October 27, 2022**. The final completion date for the completion of the Project shall be approximately **October 19, 2023**.

1.4 ADMINISTRATION OF CONSTRUCTION

1.4.1 The Engineer shall provide construction materials testing, and special inspections in addition to ADEM inspections of the work to be performed on the as set forth below and shall perform those duties and discharge those responsibilities set forth herein.

1.4.2 For the purposes of performing the work described as set forth herein and as included in Exhibit "A", 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.

1.4.3 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.

1.4.4 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.

1.4.5 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.

1.4.6 As relates to materials testing and inspection services performed herein, 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 and the Project Architect 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 engineer approved shop drawings, product data, samples, etc.

1.4.7 The Engineer shall review, and advise the Owner and Project Architect concerning, proposals and requests for Change Orders from the Contractor. The Engineer shall provide input and recommendations to the Owner and Project Architect as necessary for the preparation of 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.

1.4.8 In accordance with Section 7.7 herein, 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.

1.5 ADDITIONAL SERVICES

The following services of the Engineer are not included in Paragraphs 1.3 through 1.4. 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.

1.5.1

Providing services made necessary solely by the default of the Contractor or major defects or deficiencies in the Work of the Contractor, including assistance to the Owner regarding litigation of claims related to the Construction Contract or project.

1.6 SERVICE SCHEDULE

1.6.1 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.

1.7 PERSONNEL

1.7.1 The Engineer shall assign only qualified personnel to perform any service concerning the project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those functions indicated:

NAME	FUNCTION
Jeremy Jess	**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.

1.7.2 The Owner shall designate representatives who are authorized to make all decisions except for change orders on the Owner's behalf when requested to do so by the Engineer. The following designated Owner representative(s) are authorized to make such decisions and shall be available on any on-call basis and shall be called in the order listed herein:

Name	Work TelephoneCell Telephone
Jeremy Millich	**256-427-5236**

The Owner shall furnish a revised listing to the Engineer when any changes affecting this list.

ARTICLE II

THE OWNER'S BASIC DUTIES TO THE ENGINEER OTHER THAN COMPENSATION

N/A

ARTICLE III
CONSTRUCTION COSTS

N/A

ARTICLE IV
BASIS OF COMPENSATION

4.1 The Owner shall compensate the Engineer for services rendered pursuant to Paragraphs 1.3 through 1.4 of this Agreement by payment in accordance with the rates included in the Schedule of Services and Fees as set forth in Exhibit "A" up to the Total Not-to Exceed Amount of **$33,880.00** (Thirty Three Thousand Eight Hundred Eighty Dollars N0/100s**)** with an additional reimbursable amount of $1,000.00**.** These amounts include the cost of addenda related to the bidding of the Construction Project.

4.2 Payment to the Engineer of the reimbursable amount set forth in Paragraph 4.1 shall be allocated per the attached proposal to include construction materials testing, ADEM and special inspections:

Additional services of the Engineer as described in Paragraph 1.5, 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.

4.3 Reimbursable Expenses as defined in Article V, shall be reimbursed to the Engineer by the Owner as provided in Article V.

4.4 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:

$ 1,000,000 General Aggregate Limit
$ 1,000,000 Products - Completed Operations Aggregate
$ 1,000,000 Personal & Advertising Injury
$ 1,000,000 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. **T**he 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 Architect. 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 Architect'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
By:	Tommy Battle By:
(SIGNATURE)	(SIGNATURE)
GTEC Corporation 412 Governors Drive Huntsville, AL 35801	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.

EXHIBIT A

September 22, 2022

City of Huntsville
General Services Department
615 Washington Street
Huntsville, Alabama 35801

ATTN: Mr. Jeremy Millich

SUBJECT: Proposal for Construction Services
Raymond W. Jones Community Center
Huntsville, Alabama
GTEC Proposal No. 0723-P

Ladies and Gentlemen,

GTEC, LLC (GTEC) is pleased to have the opportunity to submit this proposal for the above referenced project. This proposal describes our understanding of the project, discusses the intended scope of our services, outlines the project schedule, and presents the associated compensation for our services. Our General Terms and Conditions are attached and incorporated as part of the proposal.

PROJECT INFORMATION

Based on our correspondence on September 20, 2022, with Lee builders, we understand renovations to the existing building and construction of a new parking lot will be done at the site. Project information, including civil and structural drawings, concerning the construction were provided to us through a web-based link by Mr. Jeremy Millich. We are unaware of any previous geotechnical exploration work performed at this site.

SCOPE OF SERVICES

From our correspondence with you, GTEC proposes to offer the following services as part of this proposal:

- **ADEM Stormwater Permit**: GTEC will prepare a CBMPP based on erosion control drawings prepared by Schoel Engineering. After the CBMPP has been completed, GTEC will submit the ADEM Construction Stormwater Permit NOI via the ADEM Alabama Environmental Planning and Compliance System (AEPACS). After the NOI has been submitted to ADEM.
- **ADEM Stormwater Inspections**: GTEC will perform a preconstruction site inspection, monthly site inspections, and inspections after qualifying rain events when the project starts. Per the permit, a qualifying rain event consists of 0.75-inches of rain within a 24-hour time

period. Unless otherwise directed, GTEC will use the Huntsville International Airport reported rainfall as the basis for a qualifying rain event.

- **Laboratory Testing in Support of Field Density Testing**: After obtaining representative soil and/or aggregate samples from the site, our laboratory personnel can perform standard Proctor testing to obtain the material's optimum moisture content and maximum dry density.
- Please Note: Laboratory Proctor testing determines a material's maximum dry density and optimum moisture content and can typically be completed in approximately 3 to 4 working days. While the field density testing discussed below will provide in-place density and moisture content, the laboratory Proctor must be completed to determine a "percent compaction." A site visit should be scheduled at least 3 days prior to any planned field density testing so our representatives can obtain representative samples for the laboratory testing. Our personnel can obtain the laboratory sample at the same time as the in-place density and moisture testing; however, it will take 3 to 4 days to complete the laboratory testing and determine and report the "percent compaction".
- **Proofrolling Observations**: Our personnel can visually evaluate subgrade soil conditions in areas planned to receive structural fill, or in areas that have been filled to the finished grades. Proofrolling is the industry standard to identify areas which pump, rut, or deflect under passage of construction equipment.
- **Density Testing**: Our personnel can perform density testing in the fill areas during structural fill placement operations. This testing will be performed by either the Drive Cylinder Method or the Nuclear Density Method.
- **Shallow Foundation Excavation Evaluations**: After excavation of the foundation areas to the planned depths and dimensions, our personnel can probe the excavations to help identify soft or loose soil areas. In addition, our personnel can conduct Dynamic Cone Penetrometer (DCP) testing to evaluate the relative consistency of the soil at the tested locations. The results of the probing and DCP testing will be used to evaluate the soil's allowable bearing pressure relative to the recommendations of the Geotechnical Exploration. Once reviewed by a GTEC project manager, recommendations will be provided for any foundation subgrade repair, if needed.

  After excavation of the foundation areas to the planned depths and dimensions, our personnel can probe the excavations to help identify soft or loose soil areas. In addition, our personnel can conduct Dynamic Cone Penetrometer (DCP) testing to evaluate the relative consistency of the soil at the tested locations. The results of the probing and DCP testing will be used to evaluate the soil's allowable bearing capacity. Once reviewed by a GTEC project manager, recommendations will be provided for any foundation subgrade repair, if needed.
- **Concrete Sampling and Compressive Strength Testing**: During placement of fresh concrete, our personnel can perform or record air and concrete temperature, slump, and air content testing. Also, for each scheduled placement, representative cylinders will be cast for compressive strength testing. After the initial curing on site, the cylinders will be transported to our facility for additional laboratory curing and compressive strength testing. The data will then be reviewed by a GTEC project manager and e-mailed to you.

  The client and contractor should understand GTEC does not have the authority to accept or reject concrete or recommend additions of water or admixtures at the site. Decisions for

acceptance, rejection, or mix modification must be made by the client, contractor, or their representative.

- **Visual Weld Evaluations (VT)**: A GTEC NDE Technician (or subcontractor) can visually examine the welds for size and quality in general conformance to AWS D1.1. As part of our visual welding evaluations, and as a requirement of AWS D-1.1, our personnel will review current welder qualifications for each welder. Further, current welding call-outs, drawings, and specifications should be on site for each type of welding required on the project.
- **Density Testing of Compacted Aggregate Base Course**: After the dense graded aggregate has been placed and compacted, our personnel can perform density testing by the Nuclear Density Method.

EXCLUDED SERVICES

Unless the scope of work outlined in this proposal is modified in writing, the following items are specifically excluded from our scope of services:

- Special Inspection Testing and Observations in accordance with the International Building Code.
- Certification of density testing results for periodic testing and observations. Please be aware that density testing performed on a "part-time" or periodic basis will represent the compaction and moisture at the tested depths and locations only at the time our testing is performed.
- Density testing for utility backfill.
- Observation and documentation of steel reinforcing.
- Masonry wall construction observations.
- Floor flatness/levelness testing.
- Visual welding and/or bolt torque evaluations.
- Magnetic particle and/or ultrasonic testing.
- Coatings inspections.
- Roofing observations.
- Asphalt testing during production. We assume the asphalt paving contractor will perform their own quality control testing during placement.
- Asphalt testing.
- Surveying. Any locations and/or elevations reported by our personnel will be estimated by their relation to surrounding features at the site and should be considered approximate.
- Civil/Architectural design services.

As the project advances, we would be happy to incorporate the applicable portions of these excluded services into an addendum to this proposal, if needed.

CLIENT RESPONSIBILITIES

- Plans and Specifications: Please forward a complete set of the project plans and specifications (including any updates during construction) to our proposed Project Manager at the following email address.

Austin D. Moon
amoon@gteccorp.com

Note: If project plans and specifications are not available at the time grading begins, we will assume compaction requirements will be 98 percent of the standard Proctor, maximum lift thicknesses will be 8 inches, and the fill will have a minimum unit weight of 90 pounds per cubic foot (pcf) and a maximum plasticity index of 35.

- Scheduling: Please provide us with the name of the individual who will be responsible for scheduling and directing our testing services. Provide, or instruct your appointed representative to provide, a minimum 24-hour notice for our services. We require a minimum 48-hour notification when our services will be needed during night-time work, weekends, and/or the following holidays: Memorial Day, 4th of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Day.
  When performing these services on an on-call basis, GTEC will perform only those services specifically requested by your on-site personnel, as outlined in this proposal, and will not be responsible for services performed without our presence. Further, GTEC is not responsible for the supervision or direction of the work of the Contractor(s), its employees, or agents. The presence of GTEC's field personnel for observations and testing shall not relieve the Contractor(s) of his or her responsibility for performing work in accordance with the project plans and specifications.
- Concrete Curing Box: Please instruct the appropriate subcontractor to provide a curing environment for the initial 24 to 48 hours for the concrete cylinders. Based on our experience, a wooden curing box (insulated during cold temperatures) is typically constructed by the contractor.
- Concrete Coarse Aggregate Size Verification: Per ASTM C31-08, 6 by 12 inch and 4 by 8 inch cylinders are allowed for use when performing acceptance testing for compressive strength. In order to use 4 by 8 inch molds, the cylinder diameter must be at least 3 times the nominal maximum aggregate size of the coarse aggregate used in the concrete mix. Commercially available concrete in this region typically utilizes #57 stone for coarse aggregate, which would allow use of 4 by 8 inch cylinders. Should the mix design(s) for this project preclude the use of 4 by 8 inch cylinders, please notify us.
- Access to Elevated Work: We request that you provide ladders, lifts and/or scaffolding to safely reach the areas to be evaluated.
- Report Distribution: Provide us with all applicable names and addresses for report distribution.
- Verification of Proposed GTEC Testing Methods: Confirm that the proposed testing methods meet the test method requirements of the project specifications, regulation, and any other requirements (State, County, City, etc.) associated with this project.

COMPENSATION

As requested, we have prepared and attached Fee Estimate for our services. Based on the scope of work requested, assumed schedule, and the quantities and rates shown on the attached Fee Estimate, we estimate our fees will be on the order of $33,880.00.

GTEC

Geotechnical Testing & Environmental Consultants

Personnel Rates	Rate
Field Tech Level 1 (Soil Density, Concrete sample, or Traffic Control)	$52.00 hourly
Field Tech Level 2 (NCAT - Asphalt, Masonry Observation)	$62.00 hourly
Steel Inspector	$78.00 hourly
Administrative Personnel	$65.00 hourly
Staff Professional	$87.00 hourly
Project Manager/ Project Engineer	$125.00 hourly
Senior Engineer, Registered / Senior Project Manager	$135.00 hourly
Principal Engineer	$160.00 hourly
Additional Services/Equipment Charges	**Rate**
Nuclear Gauge Rental	$40.00 day
Concrete Equipment (Includes slump cone, air meter, and unit weight bucket)	$40.00 day
Trip Charge (within a 40 mile radius from office)	$50.00 trip
Lab Tests	**Rate**
Moisture Content	$10.00 each
Atterberg Limits, ASTM D423 and D424	$85.00 each
Standard Proctor compaction test, ASTM D698	$130.00 each
Modified Proctor compaction test, ASTM D1557	$145.00 each
Concrete cylinders, lab cure, compressive test & report	$25.00 each
Construction Stormwater Permitting/Inspecting	**Rate**
NPDES Permit Application, per site (20% Markup)	$1,662.00 app
Prepare eNOI	$750.00 each
NPDES Monthly Monitoring Service, per inspection (< 30 miles from GTEC)	$360.00 insp
NPDES Monthly Monitoring Service, per inspection (30 to 70 miles from GTEC)	$400.00 insp
NPDES Priority Site, Monthly Monitoring Service, per inspection	$460.00 insp
Priority Site, Stormwater Turbidity Sampling/Testing	$125.00 each
NPDES Permit Final Report and Termination/Close-out	$600.00 each
CBMPP, Design and Application of CBMPP	$2,200.00 each

Note:

* All rates will remain in effect upto 18 months from contract.
* Time over 8 hours per day, 40 hours per week, Saturdays, Sundays, and Holidays will be billed at 1.5 times the regular rate.
* Additional project specific tests can be priced upon request.
* A minimum of 3 hours will be charged per trip for any work performed.

4890 University Square, Ste 2 Huntsville, Alabama 35816
info@gteccorp.com | www.gteccorp.com
o: 256.541.0165

GTEC

FEE ESTIMATE

Job Name: Raymond W. Jones Community Center
Location: Huntsville, AL
Proposal No.: 0723-P

Estimate by: Jeremy C. Jess
Date: 9/22/2022

General Information and Assumptions

Based on general review of the provided project information. Additionally, work is expected on a standard work schedule of 5 days per week, 8 hours per day. This estimate is based on a quantities and durations received in an email/phone conversation between Mr. Jeremy Jess and Mr. Jeremy Millich on August 19, 2022.

Site Evaluation (Estimated 4 proofrolls)	Qty.	Cost	Unit	Subtotal
Staff Professional	24	$ 87.00	hr.	$ 2,088.00
Trip Charge	4	$ 50.00	trip	$ 200.00
			SUBTOTAL:	$ 2,288.00

Earthwork (Estimated 10 trips for earthwork observations and soil/CAB testing)	Qty.	Cost	Unit	Subtotal
Field Technician Level 1	80	$ 52.00	hr.	$ 4,160.00
Atterberg Limits	1	$ 85.00	ea.	$ 85.00
Soil Standard Proctor	1	$ 130.00	ea.	$ 130.00
Stone Standard Proctor	1	$ 145.00	ea.	$ 145.00
Equipment Charge	10	$ 40.00	ea.	$ 400.00
Trip Charge	10	$ 50.00	trip	$ 500.00
			SUBTOTAL:	$ 5,420.00

Foundation Evaluations (Estimated 3 trips for spread and strip foundation evaluations)	Qty.	Cost	Unit	Subtotal
Staff Professional	12	$ 87.00	hr.	$ 1,044.00
Trip Charge	3	$ 50.00	trip	$ 150.00
			SUBTOTAL:	$ 1,194.00

Cast-in-Place Concrete Testing (Estimated 8 pours and 16 trips for field testing and sample pickup; 8 sets of five 4"x8" cylinders)	Qty.	Cost	Unit	Subtotal
Field Technician Level 1 (including pick-up)	64	$ 52.00	hr.	$ 3,328.00
Concrete Test Cylinders	40	$ 25.00	ea.	$ 1,000.00
Equipment Charge	8	$ 40.00	ea.	$ 320.00
Trip Charge	16	$ 50.00	trip	$ 800.00
			SUBTOTAL:	$ 5,448.00

Structural Steel (Estimated 4 trips for visual welding inspections)	Qty.	Cost	Unit	Subtotal
Steel Inspector, CWI	16	$ 78.00	hr.	$ 1,248.00
Trip Charge	4	$ 50.00	trip	$ 200.00
			SUBTOTAL:	$ 1,448.00

Stormwater Inspections (Estimated 1.5 trips per month for the duratipon of the project)	Qty.	Cost	Unit	Subtotal
NPDES Permit Application, per site (20% Markup)	1	$ 1,662.00	ea.	$ 1,662.00
NPDES Monthly Monitoring Service, per inspection (< 30 miles from	18	$ 360.00	ea.	$ 6,480.00
NPDES Permit Final Report and Termination/Close-out	1	$ 600.00	ea.	$ 600.00
CBMPP, Design and Application of CBMPP	1	$ 2,200.00	ea.	$ 2,200.00
Prepare eNOI	1	$ 750.00	ea.	$ 750.00
			SUBTOTAL:	$ 11,692.00

Project Management (Report review and preparation, field support, scheduling, etc.)	Qty.	Cost	Unit	Subtotal
Administrative Services	6	$ 65.00	hr.	$ 390.00
Staff Professional	0	$ 87.00	hr.	$ -
Project Engineer/Project Manager	48	$ 125.00	hr.	$ 6,000.00
Principal Engineer	0	$ 160.00	hr.	$ -
			SUBTOTAL:	$ 6,390.00

			TOTAL:	$ 33,880.00

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** 2022-0943

Department: General Services

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

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and William M. Boehme and Associates for architectural services for the John Hunt Park Recreation Center.

Resolution No.

Finance Information:

Account Number: 4017-14-00000-522020-00000000

City Cost Amount: $801,978.50

Total Cost: $801,978.50

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location:

Address: 3035 Leeman Ferry Road
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☒ District 5 ☐

Additional Comments:
Architectural and engineering services for the design of a new recreation center in John Hunt Park. Project will include four full size gymnasiums, restrooms, meeting rooms, office space, outdoor pickleball courts and new parking area.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** TMP-2113

Department: General Services

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

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and William M. Boehme and Associates for architectural services for the John Hunt Park Recreation Center.

Resolution No.

Finance Information:

Account Number: 4017-14-00000-522020-00000000

City Cost Amount: $801,978.50

Total Cost: $801,978.50

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location:

Address: 3035 Leeman Ferry Road
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☒ District 5 ☐

Additional Comments:
Architectural and engineering services for the design of a new recreation center in John Hunt Park. Project will include four full size gymnasiums, restrooms, meeting rooms, office space, outdoor pickleball courts and new parking area.

RESOLUTION NO. 22-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an agreement by and between the City of Huntsville and William M. Boehme & Associates in the amount of Seven Hundred Ninety-Six Thousand Nine Hundred Seventy-Eight Dollars and 50/100s ($796,978.50) plus not to exceed amount of Five Thousand Dollars and NO/100s ($5,000.00) for reimbursables for a total contract amount of Eight Hundred One Thousand Nine Hundred Seventy Eight Dollars and 50/100s ($801,978.50) for the design of the John Hunt Park Recreation Center on 3035 Leeman Ferry Road, 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 Architectural Services between the City of Huntsville and William M. Boehme & Associates" consisting of twenty-nine (29) 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 _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

_____
Mayor of the City of Huntsville,
Alabama

STANDARD AGREEMENT FOR PROFESSIONAL ARCHITECTURAL SERVICES BETWEEN THE CITY OF HUNTSVILLE AND WILLIAM M. BOEHME & ASSOCIATES

~~~~~~~~~

This Agreement is made by and between
The City of Huntsville, Alabama:

City of Huntsville
P.O. Box 308
Huntsville, Alabama 35804

(hereinafter referred to as the "Owner") and:

William M. Boehme & Associates
2314 Memorial Parkway South
Huntsville, Alabama 35801

(hereinafter referred to as the "Architect" or "Professional") under seal for services described below to be rendered for the following Project:

Project Title: **John Hunt Park Recreation Center**
General Project Description: **Provide architectural and engineering services for the design of the new recreation center, approximately 53,000 square feet; four full size gymnasiums, restroom, meeting rooms, office space, stage areas and lighted parking.**

This Agreement shall be effective on the date it is executed by the last party to execute it. The Owner and the Architect hereby agree as follows:

Date:_____

President of the City Council: _____
~~~~~~~~~

RECITALS

WHEREAS the Owner intends to construct the Project and is engaging the Architect to perform certain architectural and engineering services for the project; and

WHEREAS the Owner and the Architect each acknowledges that it will act in good faith in carrying out its duties and obligations;

WHEREAS the Owner's engagement of the Architect is based upon the Architect's representations to the Owner that it is an organization of professionals experienced in the type of services the Owner is engaging the Professional to perform, is authorized and licensed to do business in the State of Alabama, is qualified, willing and able to perform professional services for the Project, and has the expertise and ability to provide professional services which will meet the Owner's objective and requirements, and which will comply with the requirements of all governmental, public and quasi-public authorities and agencies having jurisdiction over the Project.

WHEREAS the Owner and the Architect each acknowledge that it has reviewed and familiarized itself with this Agreement for Professional Architectural Services, including all documents enumerated herein, and agree to be bound by the terms and conditions contained therein.

NOW THEREFORE, for good and valuable consideration, the parties do mutually agree as follows:

ARTICLE I
THE ARCHITECT'S BASIC DUTIES TO THE OWNER

1.1 By executing this Agreement, the Architect represents to the Owner that the Architect is a professional qualified to act as the Architect for the project and is licensed to practice Architecture by all public entities having jurisdiction over the Architect and the Project. The Architect further represents to the Owner that the Architect will maintain all necessary licenses, permits or other authorizations necessary to act as Architect for the Project until Architect's remaining duties hereunder have been satisfied. The Architect assumes full responsibility to the Owner for the negligent acts, errors and omissions of its consultants or others employed or retained by the Architect 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 Architect constitutes a representation that the Architect has become familiar with the Project site and the local conditions under which the Project is to be implemented. The Architect agrees to provide all necessary architectural and engineering services required to professionally accomplish the Architect's scope of services.

1.3 PERIOD OF PERFORMANCE

1.3.1 The Architect shall commence services pursuant to this agreement as of **October 27, 2022**. The final completion date for the completion of the Project shall be approximately **April 27, 2024**.

1.4 GENERAL PROJECT SERVICES

1.4.1 The Architect shall coordinate all consultants and professionals of both the Owner and the Architect, and shall coordinate the work of all such consultants and professionals in a manner to assure the Project is kept on schedule. The Architect shall interface and coordinate with the Huntsville Facilities Project Department.

1.4.2 Within **seven (7)** calendar days after the execution of this Agreement, the Architect shall prepare and submit a written Project design schedule to the Owner for the Owner's review and approval. The Project design schedule shall include all key and important Project dates, events, and periods. As a minimum, such schedule shall include the project design completion date, any guidelines and milestone dates required by the Owner or this Agreement, sufficient time for review of documents and submittals, and the final completion date of the Project as required by the Owner.

Such schedule shall also include and properly coordinate all dates for performance of services and tasks so that the Project design and the Project construction can be completed in a timely and orderly fashion consistent with the required date of final project completion. In the event that the Architect determines that adjustments are necessary to the Project design schedule, the Architect shall promptly notify the Owner in writing, but no such adjustments shall be effective unless approved in writing by the Owner.

1.4.3 The Architect shall set forth in the Construction Documents appropriate and advisable Project testing requirements including, but not limited to, geo-technical, structural, electrical, mechanical tests and investigations, and construction materials testing; prepare scopes of work, including preliminary testing parameters for geo-technical work, soil borings and load test for soil bearing capacity, to assist the Owner in securing necessary Project testing; coordinate testing and determine timing and order of testing; evaluate all test results; and , recommend all necessary and advisable additional Project testing.

1.4.4 The Architect shall assist the Owner as necessary in securing all approvals from governing authorities with jurisdiction over the Project. Without limitation, the Professional shall timely assist the Owner in making application for site plan approval, local variances or other approvals, including completion of all necessary applications and supporting documentation; and attend any and all meetings required to secure all approvals from governing authorities with jurisdiction over the Project.

1.4.5 Any other required services pursuant to this Agreement shall be set forth in Appendix 1 hereto and incorporated by reference herein.

1.5 SCHEMATIC DESIGN SERVICES

1.5.1 The Architect 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 requirements with the Owner. The Architect shall visit and thoroughly inspect the Project site, familiarize itself with the survey of the location and existing structures, utilities, conditions, streets, equipment, components, and other attributes having or likely to have an impact on the Project. The Architect shall familiarize itself with the Owner's layout and design requirements, conceptual design objectives and the budgeted fixed limitation on construction costs. The Architect shall familiarize itself with pertinent Project dates and schedules, shall review and analyze all pertinent tests, investigations, and recommendations, shall familiarize itself with all zoning restrictions and requirements, and shall gather other information necessary for a comprehensive and thorough understanding of the project.

1.5.2 The Architect shall furnish to the Owner a preliminary written evaluation of such information in light of any Project budget requirements.

1.5.3 The Architect shall review and discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall regularly meet with the Owner to discuss and review the schematic design along with related drawings and documents.

1.5.4 The Architect 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. Such drawings and documents shall include, but not be limited to, elevations and cross-sections, as well as alternative design recommendations and proposals.

1.5.5 The Architect shall prepare an estimate for submittal to the Owner of a **schematic** estimate of probable construction costs based upon current area, volume, other unit costs or other information. Such estimate shall be broken down by line item into major construction disciplines and systems.

1.5.6 The Architect shall submit an estimate of the annual cost per square foot for utilities.

1.5.7 In the event that the architect's schematic estimate of probable construction cost exceeds the Fixed Limitation for Construction Cost set forth in this Agreement, the Owner may accept the schematic estimate of probable construction cost and revise the budgeted Fixed Limitation for Construction Cost; cancel the Project or any portion thereof; revise the scope of the Project as required to reduce the schematic estimate of construction cost; or require the Architect, at no cost to the Owner, to modify the schematic design drawings in a manner which will result in an estimate of probable construction cost within the budgeted Fixed Limitation for Construction Cost.

1.6 DESIGN DEVELOPMENT

1.6.1 Based on the approved schematic design documents and any adjustments authorized by the Owner in its program, desired schedule or Project budget, the Architect 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.

1.6.2 The Architect shall review his estimate of probable construction costs and, shall make any appropriate revisions, thereto, and furnish same to the Owner.

1.7 CONSTRUCTION DOCUMENTS, BIDDING & NEGOTIATIONS

1.7.1 Construction Documents

1.7.1.1 Upon the Owner's authorization, the Architect 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, standards 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 Architect which are available from only one source shall be justified in writing by the Architect in order to meet applicable federal, state, or local procurement or bid requirements. The Architect shall coordinate with governing agencies to determine which Codes and requirements will be in force based on the anticipated plan submission date.

1.7.1.2 During the process of preparation of the Construction Documents, the Architect shall review the Construction Documents and the estimate of probable construction cost with the Owner. Such review shall be, at a minimum, at the stage when the Construction Documents are between 50%to 60% complete and again at the 90% completion stage. Following such reviews, the Architect shall make appropriate revisions thereto to assure compliance with the Owner's Fixed Limitation of Construction Cost and shall furnish same to the Owner.

1.7.1.3 The Architect shall prepare appropriate bid alternates as necessary in order to assure that the project can be awarded within the Fixed Limitation for Construction Cost.

1.7.1.4 When the Construction Documents are complete, the Architect shall furnish the Owner with three (3) sets of Review Construction Documents which shall be complete, accurate, coordinated, and adequate for bidding, negotiating and constructing the Work; take into account existing site features and structures, and safely and efficiently integrate the Work into existing Site features and structures; include all labor, material, and equipment necessary to complete the Work; portray Work which meets the Owner's disclosed, demonstrated or documented aesthetic, functional and operational objectives; be fit and proper for the purpose intended; and comply with applicable laws, statutes, building codes, rules and regulations of governmental, public and quasi-public authorities and agencies having jurisdiction over the Project in effect on the date the documents are delivered to the Owner. Such review of the Construction Documents shall include the Architect's review comments on the estimate of probable construction costs which shall be prepared by an Independent Estimator engaged by the Owner (if the Owner provides such estimate) in such detail to estimate the base bid and each bid alternate in award sequence. The Architect must submit and obtain the Owner's approval for the structure and order of the bid alternates. This estimate shall demonstrate compliance with the established Fixed Limitation for Construction Cost.

1.7.1.5 After receipt and review of the Owner's comments on the Review Construction Documents and the estimated probable construction cost, the Architect shall prepare final Construction Documents which detail the Work.
When the final Construction Documents are furnished to the Owner, the Architect shall notify the Owner in writing of any comments of the Owner, which have not been incorporated into the final Construction Documents. All final Construction Documents prepared by the Architect shall bear the seal of the Architect responsible for the Construction Documents.

1.7.2 Bidding & Negotiating

1.7.2.1 The Architect shall obtain from the Owner, the most current version of the Owner's Contract for Construction. The Architect shall review and familiarize itself with the Owner's Contract for Construction and shall promptly notify the Owner of any proposed modifications or additions necessitated or suggested by the conditions in the Project location. The Owner shall furnish to the Architect the final version of the Contract for Construction for inclusion in the documents packets for use in the bidding process.

1.7.2.2 The Architect will prepare and assemble the following information and items in the form of Document Packets for use in the bidding process for the Contract for Construction:

A. Final Construction Documents (in electronic and paper format);

B. Detailed list of all shop drawings, samples and product data to be supplied to the Architect and the Owner for review and comment; and

C. Contract for Construction, as furnished by the Owner pursuant to 1.7.2.1 above.

1.7.2.3 The Architect shall provide Facilities Project Management Division three (3) complete sets of the Construction Documents; Procurement Services shall receive one (1) set of specifications only. In addition, an electronic medium of the finished work products (Construction Documents (plans and specifications)) suitable for reproduction shall be furnished by the Architect to the Owner in a format suitable for the Owner to provide to the Owner's printing contractor.

1.7.2.4 The Architect shall assist the Owner in publicizing and developing interest in the Project; pre-qualifying the bidders; disseminating Document Packets to potential bidders; organizing, conducting, and preparing minutes of the Pre-Bid Conference for potential bidders; advise the Owner of any requests for information received from any bidder and respond to such requests as appropriate, and advise the Owner with respect to the responsiveness of each bid and if each firm is a responsible bidder.

1.7.2.5 The Architect shall review and approve or take other appropriate action on proposed substitutions and voluntary alternates, if any. The Architect will be responsible for the preparation, of any addenda to the Construction Documents, and otherwise assist the Owner as required to resolve any questions arising during the bidding and negotiating process. The cost of reproduction and distribution of any Addenda shall be paid for by the Owner, except should Addenda be required to correct for significant errors or omissions on the part of the Architect or his consultants. In such case the costs related thereto will be born by the Architect.

1.7.2.6 The Architect shall be present at the public bid opening. Representatives from Facility Project Management Department and Procurement Services shall be in attendance at the bid opening as well as at all negotiations following the bid opening. The results of any such negotiations shall become a part of the contract document.

1.7.2.7 The Architect shall ensure that no Document Packet or other information or materials furnished by the Architect for use in the competitive bidding process contains any reference to or discloses in any way the Fixed Limitation for Construction Cost or the Owner's budgeted amount for construction.

1.8 ADMINISTRATION OF CONSTRUCTION

1.8.1 The Architect shall provide administration of the Construction Contract as set forth below and shall perform

those duties and discharge those responsibilities set forth herein.

1.8.2 The Architect shall represent the Owner during construction. Instructions and other appropriate communications from the Owner to the Contractor shall be communicated primarily through the Architect. The Architect shall act on behalf of the Owner only to the extent provided herein. The Architect shall be the Owner's design representative during performance of the Project, shall consult with and advise the Owner on all design and technical matters, shall be the Owner's representative in dealing with the Construction Contractor and shall administer the Contract for Construction, including resolution of the Construction Contractor's questions concerning Construction Documents.

1.8.3 Upon receipt, the Architect shall carefully review and examine the Contractor's Schedule of Values, together with any supporting documentation or data, which the Owner or the Architect may require from the Contractor. The purpose of such review and examination will be to preserve the Schedule of Values so that unbalancing does not occur 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 Architect 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 Architect shall sign the Schedule of Values thereby indicating the Architect's informed belief that the schedule of Values constitutes a reasonable, balanced basis for payment of the Contract Price to the Contractor. The Architect shall not sign such Schedule of Values in the absence of such belief unless directed to do so, in writing, by the Owner.

1.8.4 The Architect shall carefully observe the Work of the Contractor whenever and wherever appropriate. The purpose of such observations will be to determine the quality, extent and progress of the Work in comparison with the requirements of the Construction Contract, the Construction Schedule, applicable laws, statutes, building codes, or other rules or regulations of all governmental, public and quasi-public authorities and agencies having jurisdiction over the Project. In making such observations, the Architect shall exercise customary care to identify defects or deficiencies in the Work, to minimize unexcused delays in the schedule, and to prevent overpayment under the Construction Contract. Following each such observation the Architect shall submit a written field report of such observation, together with any appropriate comments or recommendations, to the Owner. The Architect shall attend regular job site meetings with the Construction Contractor and other necessary parties and shall cause the General Contractor to record the minutes of such job site meetings. The Architect shall check and correct, as necessary, minutes recorded and submitted by the General Contractor.

1.8.5 The Architect shall at all times have access to the Work wherever it is located. The Architect shall not have control or charge of construction means, methods, techniques, sequences or procedures, or safety precautions or programs in connection with the Work.

1.8.6 The Architect shall determine amounts owed to the Contractor based upon observations of the Work as required in Subparagraph 1.8.4, 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.

1.8.7 The approval of a Request for Payment shall constitute a representation by the Architect to the Owner that the Architect has made an observation of the Work as provided in Subparagraph 1.8.4 and, that the Work has progressed to the level indicated, that the quality of the Work generally meets the requirements of the Construction Contract, that all necessary and appropriate lien waivers have been submitted, and that, the Contractor is entitled to payment of the amount certified. In the case of unit price work the Architect's recommendations for payment will constitute a final determination of quantities and classifications of such work.

1.8.8 The Architect shall be the initial interpreter of the requirements of the Construction Documents and the judge of the performance thereunder by the Contractor. The Architect shall act as the Owner's advisor on claims. The Architect shall render written or graphic interpretations and decisions necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

1.8.9 The Architect's decisions in matters relating to artistic or aesthetic effect shall be final if consistent with the intent of the Construction Contract.

1.8.10 The Architect may reject Work that does not conform to the Contract Documents unless directed by the Owner, in writing, not to do so. Whenever, in the Architect's opinion, it is necessary or advisable, the Architect may 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. The Architect shall timely notify in writing the Owner of work that does not conform to the contract documents.

1.8.11 The Architect 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 Architect of the Contractor's submittal shall constitute the Architect's representation to the Owner that such submittal is generally in conformance with the Project design concept, the Construction Documents, the Contract for Construction, and the Owner's Fixed Limitation for Construction Cost. Such action shall be taken with reasonable promptness so as to cause no delay to the Contractor or the Project. Owner shall receive a copy of all approved shop drawings, product data, samples, etc.

1.8.12 The Architect shall promptly review, approve, or take other appropriate action on proposed "equal materials or equipment." The Architect shall not approve any such proposed equal materials or equipment unless such equals conform to the Project design concept, the Construction Documents, the Contract for Construction, and the Owner's Fixed Limitation for Construction Cost, and the estimated life cycle project projections.

1.8.13 The Architect shall promptly review and evaluate the results of all inspections, tests and written reports required by the Contract for Construction, which were required by any applicable laws, statutes, building codes, rules and regulations of governmental public and quasi-public authorities and agencies having jurisdiction over the Project or which were necessary or advisable. The Architect shall take appropriate action on test results and shall promptly reject any work which does not conform to and comply with the requirements, unless the Owner, after written notification by the Architect, agrees with a recommendation from the Architect that it is in the best interest of the Owner to accept the work. The Architect shall provide timely written notice to the Owner of any work, which does not conform to and comply with the requirements.

1.8.14 The Architect shall promptly review, administer, manage, and advise the Owner concerning, proposals and requests for Change Orders from the Contractor. The Architect shall prepare Change Orders for the Owner's approval and execution in accordance with the Construction Contract, and shall have authority to order, with the Owner's approval by written Field Order, minor changes in the Work not involving an adjustment in the Contract Price, the time for construction, the Project scope, aesthetics, visual concepts or approved design elements. The Architect shall not be authorized to "swap out" required changes with reduced construction requirements without the written consent of the Owner. The Architect shall promptly prepare required drawings, specifications and other supporting data as necessary in connection with minor changes, change order requests, and change orders.

1.8.15 The Architect shall promptly notify the Owner, in writing, of any information it obtains pertaining to any claim, alleged claim, including but not limited to mechanics' liens, construction liens, and builder's trust fund claims, or similar claims, involving any Project Contractor, supplier, subcontractor, or consultant, whether or not such claims or alleged claims arise from or relate to the Project.

1.8.16 When the Contractor believes that the Work is substantially complete, the Contractor shall submit to the Architect a list of items to be completed or corrected. When the Architect, on the basis of field observation, 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 restate the responsibilities of the Owner and the Contractor as established in the Owner Contractor Agreement 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 Architect for completing

all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling all unsettled claims.

1.8.17 The Architect shall secure from the Contractor, on behalf of the Owner, all keys, manuals, required maintenance stocks, guaranties, warranties, affidavits, releases, bonds, waivers, permits, record drawings and markups, and other documents necessary for close out of the Work, including the Certificate of Occupancy. Additionally, the Architect shall obtain, review and determine the propriety of all closeout documents, and shall immediately inform the Contractor about any deficiencies. The Architect shall assist in having the Contractor meet with the Owner's representative(s) to deliver the documents to familiarize them with respect to maintenance and use of the Project.

1.8.18 When all of the Work is finally complete and the Contractor is ready for a final inspection, it shall notify the Owner and the Architect thereof in writing. The Architect shall secure from the Contractor at or prior to final completion inspection certification that all obligations for payment for labor, materials or equipment related to the Work have been paid or otherwise satisfied; certification that all insurance required of the Contractor beyond final payment, if any, is in effect and will not be canceled or allowed to expire without notice to the Owner; the written consent of the surety (ies), if required, to final payment; and full waivers of mechanics or construction liens, releases or builder's trust fund or similar claims; and release of security interests or encumbrances on the Project property. The Architect shall review and determine the propriety of all Final Completion documents, and shall immediately inform the Contractor about any deficiencies. Thereupon, the Architect will make final inspection of the Work to include inspecting the Work; determining whether the Contractor has satisfactorily completed or corrected all items on the list included with the Certificate of Substantial Completion; determining whether the Work complies with the Construction Contract, applicable laws, statutes, building codes, rules or regulations of all governmental, public, and quasi-public authorities and agencies having jurisdiction over the Project, and applicable installation and workmanship standards; determining whether required inspections and approvals by the officials(s) having jurisdiction over the Project have been satisfactorily completed; and, determining, in consultation with the Owner, whether the Work is finally complete

1.8.19 If the Work is complete in accordance with the requirements enumerated herein and the Contractor has submitted proper final completion close-out documents, the Architect will promptly issue a Certificate for Final Payment certifying the Owner that the Project is complete, that all liens and claims have been resolved in the alternative, all appropriate waivers and appropriate indemnification(s) have been secured, and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to the Construction Contract. If the Architect 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. In addition to the Certificate for Final Payment, the Architect shall submit to the Owner, Final Completion close-out documents and two (2) sets of record documents depicting final construction conditions, as recorded and prepared by the Contractor.

1.8.20 The Architect shall, without additional compensation for time, reproduction or distribution, promptly correct any errors, omissions, deficiencies or conflicts in the Architect's work product.

1.9 ADDITIONAL SERVICES

The following services of the Architect are not included in Paragraphs 1.1 through 1.8. Nevertheless, the Architect shall provide such services if authorized in writing by the Owner, and they shall be paid for by the Owner as provided hereinafter.

1.9.1 Providing 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.

1.9.2 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 Architect, either in whole or in part.

1.9.3 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 Architect, either in whole or in part.

1.9.4 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 Architect, either in whole or in part.

1.9.5 Providing services made necessary solely by the default of the Contractor or major defects or deficiencies in the Work of the Contractor.

1.9.6 Lifecycle cost analysis for major components of the project.

1.9.7 In the event , and through no fault of the Architect, the actual construction contract performance period exceeds the construction contract performance period as stated in the construction contract, including all extensions of that time that may have been granted by change orders or modifications, then the Owner and Architect may negotiate reasonable additional compensation for the Architect for these unanticipated additional Architectural Services."

1.10 SERVICE SCHEDULE

1.10.1 The Architect shall perform its services expeditiously. In accordance with paragraph 1.4.2, the Architect shall submit for the Owner's approval a schedule for the performance for the Architect'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 Architect.

1.11 PERSONNEL

1.11.1 The Architect shall assign only qualified personnel to perform any service concerning the project. All services rendered by the Architect for the Project shall be performed by or under the immediate supervision of experienced and qualified professionals licensed and registered in the State of Alabama possessing expertise in the discipline of the service being rendered. At the time of execution of this Agreement, the parties anticipate that the individuals named in Attachment "A" hereto will perform those functions/responsibilities indicated therein. So long as the individuals named above remain actively employed or retained by the Architect, they shall perform the functions/responsibilities at the hourly rates as indicated in Attachment "A". Newly hired employees by the Architect 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. The Architect shall promptly inform the Owner in writing of any proposed changes in responsibilities/functions or of any replacement personnel, the reasons for such changes or replacement, and the name or qualifications of such replacement. The Owner shall have the right to reject any proposed replacement. The following designated Architect representative(s) are authorized to make decisions, shall be available on an on-call basis, and shall be called in the order listed herein:

Name	Address	Work Telephone /Fax/E-mail
William Boehme	**2314 Memorial Parkway South**	**256-457-2331**

1.11.2 The basic compensation fee for Architectural services shall include the cost to the Architect for the services of consultants. Based on project requirements, the Architect could choose to include the following consultants:

- Civil Engineer
- Structural Engineer
- Mechanical Engineer
- Plumbing Engineer
- Electrical Engineer
- Food Service Consultant
- Security Electronics
- Laundry Design
- Landscape Architect
- Roofing
- Interiors
- Life Cycle Cost Analysis

- Fire Protection Engineer - ADA

The Architect shall not enter into any agreement with any consultant for services relative to the Project, without prior notification in writing to the Owner. The Owner shall have the right to reject any consultant provided that the Owner raises a timely objective. Should the Owner require the use of a new consultant, and that consultant require additional compensation, the Owner will pay the difference. At the time of the execution of this Agreement, the parties anticipate that the consultants listed in Attachment "B" hereto will be retained by the Architect to provide services with respect to the Project. Attachment "B" shall include the names of key team members in each Consultant's firm who will be performing services on behalf of the Consultant along with the hourly rates to be charged for such services.

1.11.3 The Owner shall be represented by the Facilities Project Management Department and in certain circumstances may employ a consultant. These individuals shall act as the Owner's representatives and are the designated representatives who are authorized to make all decisions except for change orders on the Owner's behalf when requested to do so by the Architect.

The Owner shall furnish a revised listing to the Architect when any changes occur affecting this list. Additionally, the Owner shall provide to the Architect a listing of the Owner's consultants performing services relative to the Project. Such listing shall include the name of the Owner's consultants and the general duties each consultant retained by the Owner will perform. At any time during the term of this Agreement, the Owner reserves the right to engage any other consultants which it deems necessary or desirable for the Project, and, at its sole discretion, to remove any consultant from the Project.

ARTICLE II
THE OWNER'S BASIC DUTIES TO THE ARCHITECT OTHER THAN COMPENSATION

2.1 The Owner shall provide the Architect with adequate information regarding the Owner's requirements for the Project including master plan and programming information and 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 Architect requiring the Owner's decision, and shall promptly 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 to 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 Architect.

2.5 The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents. The Architect shall disclose to the Owner any testing or inspection requirements contained in the Contract Documents that exceed those customary or that serve to reduce the Architect's normal field observation duties and responsibilities. Any testing or inspection requirements contained in the Contract Documents which exceed or are less than customary industry practices shall be disclosed by the Architect and must be approved by the Owner in writing.

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 Architect.

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 Architect's services and of the Work.

2.8 The Owner's review of any documents prepared by the Architect 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 Architect of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

ARTICLE III
LIMITATION ON CONSTRUCTION COST

3.1 The Architect understands and acknowledges that the Owner has established a budget for the Project **of Thirteen Million Two Hundred Eighty-Two Thousand Nine Hundred Seventy Five Dollars and 05/100s ($13,282,975.05)**. The Architect agrees to design the Project so that the actual Total Project Construction Cost does not exceed the Fixed Limitation for Construction Cost.

3.2 If the Fixed Limitation on the Construction Cost is exceeded by the lowest qualified bid, the Owner may in addition to any other remedies provided by this Agreement or law (1) give written approval of an increase in such fixed limit: (2) authorize and require the Architect, at no cost to the Owner, to re-bid or enter into negotiations with the low bidder on the Project; (3) terminate the Project or any portion thereof as determined necessary by the Owner and terminate this Agreement in whole or in part in accordance herewith; or (4) revise the Project scope, quality, or schedule, engage in value engineering as required to reduce the Total Project Construction Cost, and require the Architect, at no cost to the Owner, to modify the Construction Documents and re-bid or negotiate with the low bidder of the Project to result in a bid or negotiated total project construction cost within the Fixed Limitation for Construction Cost for the Project. In order to reduce the Total Project Construction Cost to the budgeted Fixed Limitation on the Construction Cost, the Architect shall, in addition to the above, at the Owner's request and at no additional cost to the Owner, provide value engineering including but not limited to evaluation of any value engineering proposals as necessary, shall assist the Owner in redefining the scope of the Project, and shall revise and incorporate into all plans, specifications and any other Contract Documents as necessary to reflect such scope revisions, value engineering modifications or any other modifications made in the Project in order to achieve compliance with the Fixed Limitation on Construction Cost. The Architect shall reissue the Contract Documents as revised in accordance with the processes described herein and shall redeliver sets of the Contract Documents in accordance with paragraph 1.7.2.3.

ARTICLE IV
BASIS OF COMPENSATION

4.1 The Owner shall compensate the Architect for services rendered pursuant to this Agreement, excepting those services described as Additional Services in Paragraph 1.9 of this Agreement, by payment of the fixed sum of **Seven Hundred Ninety-Six Thousand Nine Hundred Seventy-Eight Dollars and 50/100s ($796,978.50)**. This amount does not include the items specifically set forth as reimbursables as identified in Article V.

4.2 Payment to the Architect of the sum set forth in Paragraph 4.1 shall be allocated as follows:

Schematic Design:	10%
Design Development:	15%
Construction Documents:	40%
Bidding:	5%
Construction:	30%

Additional services of the Architect as described in Paragraph 1.9, if any, shall be compensated as follows:
Compensation for such services shall be computed on an hourly basis in accordance with Attachment "A" attached herewith. Compensation for such services rendered by consultants shall be computed in accordance with the hourly

rates set forth in Attachment "B". Additional Services of consultants, if any, shall be compensated on the basis of a multiple of one and one tenth (1.1) times the amounts billed at the hourly rates to the Architect for such service.

4.3 Reimbursable Expenses as defined in Article V, shall be reimbursed to the Architect by the Owner as provided in Article V.

4.4 If the Architect's services are changed materially through no fault of the Architect, compensation due to the Architect shall be equitably adjusted by mutual agreement of the parties, either upward or downward.

4.5 Several bid alternates may be included in the Construction Documents to allow the Owner to evaluate the cost of various systems and materials and to determine whether or not to include them in the project. Should work designed and included in the bid documents as Alternates not be accepted, the Architect will be compensated only for efforts through the bidding phase.

ARTICLE V
PAYMENT TO THE ARCHITECT

5.1 ARCHITECT'S INVOICES

5.1.1 Not more frequently than monthly, unless otherwise agreed in writing by the Architect and the Owner, the Architect shall submit an invoice to the Owner requesting payment for services properly rendered and reimbursement for Reimbursable Expenses due hereunder. The Architect's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if services under Paragraph 1.9 are included in the invoice and the person(s) rendering such service. The Architect'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 Architect, other than services pursuant to Paragraph 1.9, 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 Architect, which signature shall constitute the Architect'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 Architect covered by prior invoices have been paid in full, and that, to the best of the Architect's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the Architect the payment of any portion thereof should be withheld. Submission of the Architect's invoice for final payment and reimbursement shall further constitute the Architect's representation to the Owner that, upon receipt from the Owner of the amount invoiced, all obligations of the Architect 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 Architect 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 Architect, 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 Architect until the inaccuracy, and the cause thereof, is corrected to the Owner's reasonable satisfaction. Additionally, failure by the Architect to supply substantiating records shall be reason to exclude related costs from the amounts, which might otherwise by payable by the Owner to the Architect.

5.4 REIMBURSABLE EXPENSES

5.4.1 In addition to the requirements set forth in 5.1 above, invoices for reimbursable expenses shall include such

documentation as the Owner may require. Reasonable expenses are limited to the following expenses:

(a) out-of-state transportation approved in advance by the Owner in writing and incurred in connection with the Project;
(b) transportation between the offices of the Architect and Consultants to Huntsville and other travel costs in connection with the project.
(c) charges for long-distance communications**;**
(d) fees paid for securing approval of authorities having jurisdiction over the Project;
(e) actual costs of reproduction;
(f) postage and handling charges incurred for drawings, specifications and other documents; and
(g) renderings, models and mock-ups requested by the Owner.

The Architect 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 with the additional charge of an administrative multiple of 1.10.

Reimbursable expenses shall be limited during the term of this agreement to a Not to Exceed cost of **Five Thousand Dollars ($5,000.00).**

5.4.2 Reproduction and printing of bid and contract documents shall be performed by the Owner and shall not be a reimbursable expense to the Architect unless the Owner specifically requests in writing that the Architect reproduce these items in bulk.

5.4.3 When a payment is received by the Architect from the Owner, the Architect shall promptly pay all professionals, consultants, or subcontractors providing services for the Project through the Architect in the amounts that are due for the work covered by such payment. In the event the Owner becomes informed that the Architect has not paid such professionals, consultants, or subcontractors the amounts due, the Owner shall have the right, but not the duty, to issue future checks in payment to the Architect of amounts otherwise due hereunder naming the Architect and any such professional, consultant, or subcontractor as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity nor obligation or duty on the part of the Owner 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.

5.5 ARCHITECT'S RECORDS

5.5.1 Documentation accurately reflecting services performed and the time expended by the Architect and his personnel and records of Reimbursable Expenses shall be prepared concurrently with the performance of the services and shall be maintained by the Architect. The Architect 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 Architect receives notification of a dispute or of pending or commencement of litigation during this five-year period, the Architect shall continue to maintain all Project records until final resolution of the dispute or litigation. The Architect 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 Architect's records at the Owner's reasonable expense.

ARTICLE VI
CHANGES AND TERMINATION

6.1 CHANGES

6.1.1 There shall be no changes in this Agreement except by mutual agreement of the parties as indicated by written contract modification approved and executed by those individuals properly authorized to enter into contracts on behalf of each party.

6.2 TERMINATION FOR CAUSE

6.2.1 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.

6.3 TERMINATION BY THE OWNER WITHOUT CAUSE

6.3.1 This Agreement may be terminated by the Owner without cause upon seven (7) days' written notice to the Architect. In the event of such a termination without cause, the Architect shall be compensated for all services performed prior to termination, together with Reimbursable Expenses incurred. In such event, the Architect 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
INSURANCE AND INDEMNITY

7.1 INSURANCE

The Architect 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 Architect 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 Architect, 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 five (5) years after completion of the professional services and Certificates of Insurance will be submitted to the Owner. Coverage shall be no less comprehensive than that which is carried by at least 25% of the registered Architects or Architectural 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
$ 1,000,000 Personal & Advertising Injury
$ 1,000,000 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. Automobile Liability:

$ 1,000,000 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:

$ 1,000,000 Bodily Injury by Accident or Disease
$ 1,000,000 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 Architect for products used by and completed operations of Architect; or automobiles owned, leased, hired or borrowed by Architect. 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. Architect'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 Architect's insurance and shall not contribute to it.

c. Architect'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. Architect 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 Architect 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 ARCHITECT:

The Architect shall furnish separate certificates and/or endorsements for each subcontractor and/or consultant.

G. HOLD HARMLESS AGREEMENT:

1. Other Than Professional Liability Exposures:

The Architect, 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 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 Architect 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 Architect 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, costs, fees, and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) actually or allegedly arising out of, or resulting from, the professional services of the Architect or the Architect'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 Architect shall be obligated to indemnify the other party in any manner whatsoever for the other parties own negligence.

To the fullest extent permitted by law, the Architect 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 Architect has reason to believe the use of a required design, process or product is an infringement of a patent, the Architect shall be responsible for such loss unless such information is promptly given to the Owner.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

8.1 GOVERNING LAW

8.1.1 This Agreement shall be governed by the law of the State of Alabama.

8.2 INTENT AND INTERPRETATION

8.2.1 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 Architect.

8.2.2 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.

8.2.3 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 Architectural industry; and third, if there is no generally accepted meaning in the Architectural industry, according to its common and customary usage.

8.2.4 The words "include", "includes", or "including", as used in this Contract, shall be deemed to be followed by the phrase, "without limitation".

8.2.5 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.

8.2.6 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.

8.2.7 The titles used in this Agreement are for general reference only and are not part of the Agreement.

8.3 TIME IS OF THE ESSENCE

8.3.1 Time limitations contained herein, or provided for hereby, are of the essence of this Agreement. The Architect 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.

8.4 USE AND OWNERSHIP OF DOCUMENTS

8.4.1 The Construction Documents, including all drawings, specifications and other documents, electronic media, or
things prepared by or on behalf of the Architect for the Project are the sole property of the Owner and are free of any retention rights of the Architect upon payment of current balance due on account by the Owner. The Architect hereby grants to the Owner an unconditional right to use, for any purpose whatsoever, the Construction documents and any other documents or electronic media prepared by or on behalf of the Professional for the Project, free of any copyright claims, trade secrets or other proprietary rights with respect to such documents. The Architect shall be permitted to retain copies thereof for its records. Any unauthorized reuse by the Owner for alterations and maintenance to the building without the written approval of the Architect, shall be at the sole risk of the Owner and the Owner shall indemnify and save harmless the Architect 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.

8.4.2 Electronic files furnished by either party shall be subject to an acceptance period of thirty (30) days during, which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. The Owner is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed or sealed hard-copy construction documents prepared by the Architect and electronic files, the signed or sealed hard-copy construction documents shall govern. Under no circumstances shall delivery of the electronic files for use by the Owner be deemed a sale by the Architect, and the Architect makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

8.5 SUCCESSORS AND ASSIGNS

8.5.1 The Architect 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 Architect, 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.

8.6 NO THIRD-PARTY BENEFICIARIES

8.6.1 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 Architect.

8.7 INTELLECTUAL PROPERTY/ CONFIDENTIALITY

8.7.1 All information, documents, and electronic media furnished by the Owner to the Architect 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 shall be kept confidential by the Architect, shall only be released as necessary to meet official regulatory requirements in connection with the Project, and shall not be used by the Architect 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.

8.8 SUBCONTRACT REQUIREMENTS

8.8.1 The Architect shall include the terms and conditions of Articles VII and VIII 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.

8.9 NOTICES

8.9.1 Unless otherwise provided, all notices shall be in writing and considered duly given if the original is hand delivered; if delivered by telex, facsimile, or tele-copy; or is sent by U.S. Mail, postage prepaid. All notices shall be given to the addresses set forth above. Notices, hand delivered or delivered by telex, facsimile, or tele-copy 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.

8.10 STRICT COMPLIANCE

8.10.1 No failure of the Owner to insist upon strict compliance by the Architect with any provision of this Contract for Professional Services shall operate to release, waive, discharge, modify, change or affect any of the Architect's obligations.

8.11 WAIVER

8.11.1 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.

8.12 SEVERABILITY

8.12.1 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.

8.13 ETHICS

8.13.1 The Architect 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 Professional 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 Architect 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 Professional, Owner or Project in which the Professional 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 Architect or in which any consultant, trade contractor, subcontractor, or supplier of the Architect has a direct or indirect proprietary or other pecuniary interest.

8.14 SPECIAL PROVISIONS

8.14.1 Additional terms and conditions applicable to this Agreement are included in Appendix 2 to this Agreement. Such terms and conditions are incorporated by reference herein.

8.15 ENTIRE AGREEMENT

8.15.1 This Agreement represents the entire agreement between the Owner and the Architect 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 Architect.

8.16 BETTERMENT

8.16.1 If, due to the Architect's error, any required item or component of the project is omitted from the Architect's construction documents, the Architect shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will the Architect be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project. The Owner shall pay the cost of said component and the Architect shall pay the cost premium of procuring by change order or any required reworking.

8.17 HAZARDOUS MATERIALS

8.17.1 It is acknowledged by both parties that the Architect's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event the Architect or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of the Architect's services, the Architect, at his option and without liability for consequential or any other damages, may suspend performance of services on the project until the Owner retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the job site is in full compliance with applicable laws and regulations.

8.18 MEDIATION

8.18.1 In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Owner and the Architect agree that all disputes between them arising out of or relating to this Agreement or the Project may be submitted to non-binding mediation unless the parties mutually agree otherwise.

8.19 E-VERIFY NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, *Code of Alabama (1975) § 31-13-1 through 31-13-30"* (also known as and hereinafter referred to as " the Alabama Immigration Act") is applicable to 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, 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 and shall attest to such by sworn affidavit signed before a notary. Such business entity or employer shall provide a copy of such affidavit to the City of Huntsville as part of its bid or proposal for the contract along with a copy of the Memorandum of Understanding as documentation establishing that the business entity or employer is enrolled in the E-Verify program. The required affidavit form for the contractor and for subcontractors are included at the end of this notice.

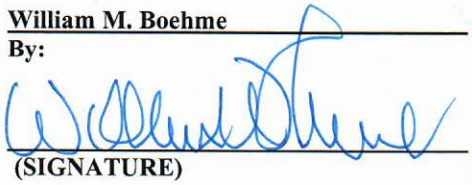
During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are required of every subcontractor in accordance with §31-13-9(c) and shall maintain records that are available upon request by the City, state authorities or law enforcement to verify compliance with the requirements of the Alabama Immigration Act. 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) or in the case of a subcontractor, in accordance with §31-13- 9 (f) (1) & (2).

The City of Huntsville, Alabama, a Municipal Corporation

ARCHITECT

SEAL

William M. Boehme
By:



(SIGNATURE)

William M. Boehme
William M. Boehme & Associates
2314 Memorial Parkway South
Huntsville, Alabama 35801

9/19/2022
(DATE OF EXECUTION)

OWNER

SEAL

Tommy Battle
By:

(SIGNATURE)

Tommy Battle, Mayor
City of Huntsville
308 Fountain Circle
Huntsville, AL 35801

(DATE OF EXECUTION)

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

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, whose name as Mayor of The City of Huntsville, 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 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 _____, 2022.

_____
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 M. Boehme** 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 _____, 2022.

_____
Notary Public
My Commission Expires: _____

WILLIAM M. BOEHME & ASSOCIATES
ARCHITECTS

September 8, 2022

Mr. Chris O'Neil, Facilities Project Manager
City of Huntsville
P.O. Box 308
Huntsville, Alabama 35804

RE: A New Recreation Center at
John Hunt Park
For the City of Huntsville
Huntsville, Alabama

Dear Chris:

We appreciate the opportunity to present this proposal for architectural services for the above referenced project. To determine the fee for this project, we outlined the scope of work based on the information that was provided. Our understanding of the scope of work for this project is as follows:

1. Provide Architectural and Engineering services for the design of the New Recreation Center at John Hunt Park for the City of Huntsville, per the attached Preliminary Floor Plan Drawing. The new facility (approximately 53,000 SF) will have (4) four full size gymnasiums, restroom, meeting rooms, office space and storage areas. The site will contain lighted parking as required, as well as lighted pickle ball courts and landscaping, per Owner provided program and information.
2. Develop a Master Plan, of the entire site, for the purpose of determining "Best Use" of the property, as well as phasing for future development to meet budgetary constraints.
3. Provide full architectural services to include: Schematic Design, Design Development, Construction Documents, Bidding/Negotiation and Contract Administration.
4. Provide Site observations during the duration of construction, number of visits to be determined at a later date.
5. The drawings for this project shall meet all Building Codes, as adopted by the City of Huntsville and State of Alabama.
6. Submit Plans to the State of Alabama Building Commission for ADA review and compliance.
7. Submit Drawings for approval by the City of Huntsville Planning Commission for Location, Character and Extent (LCE).

2314 Memorial Parkway South
Huntsville, Alabama 35801
Telephone (256)457-2331

8. Provide Construction documents for the purpose of obtaining and securing competitive bids from General Contractors and acquiring a Building Permit.
9. Civil, Structural, Mechanical and Electrical Engineering are a part of the Basic Services, as required by the City of Huntsville Inspection Department.
10. Soil Testing, Boundary and Topographic Surveys are not included in this proposal.

Using the above scope of work, we propose to provide the services listed above as follows: $13,282,975.00 cost of construction x 6.0% fee = $796,978.50.

The fee will cover Schematic Design, Design Development, Construction Documents, Bidding & Negotiation and Construction Administration. This fee will change only if the scope of work deviates more than 10% by owner enacted adjustments.

Additional services will be at the owners request and shall be either negotiated or hourly as follows:

Architect:	$200/hr
Engineer:	$200/hr
Intern Architect:	$105/hr
Draftsman:	$95/hr
Administrative:	$85/hr

Reimbursable expenses, such as reproduction of drawings and specifications, will be billed back to the owner at cost.

Should you require further information about this proposal, please contact me at your convenience. I look forward to hearing from you and would welcome your consideration and selection as the Architect for your project.

Sincerely,

William M. Boehme, Architect

2314 Memorial Parkway South
Huntsville, Alabama 35801
Telephone (256)457-2331

ATTACHMENT B
CONSULTANT'S CHART
(In accordance with paragraph 1.11.2)

Name	Description of type of work performed	Hourly Rates

NONE

APPENDIX 1
ADDITIONAL REQUIRED SERVICES
(In accordance with paragraph 1.4.5)

NONE

APPENDIX 2
SPECIAL PROVISIONS
(In accordance with paragraph 8.14)

NONE

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** 2022-0944

Department: General Services

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

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and KPS Group for architectural services for Sandra Moon Phase 4.

Resolution No.

Finance Information:

Account Number: 4017-14-00000-523023-PHASE004

City Cost Amount: $ 1,203,875.00

Total Cost: $ 1,203,875.00

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location:

Address: 7901 Bailey Cove Road
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☒ District 5 ☐

Additional Comments:
Architectural services to include approximately 110,000 s.f. for theater, event space, catering kitchen, meeting spaces, restrooms, multi-purpose spaces, support athletic spaces with walking track, new additions for elevators, dressing rooms, offices, entrance drop off and parking lot modifications.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** TMP-2138

Department: General Services

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

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and KPS Group for architectural services for Sandra Moon Phase 4.

Resolution No.

Finance Information:

Account Number: 4017-14-00000-523023-PHASE004

City Cost Amount: $ 1,203,875.00

Total Cost: $ 1,203,875.00

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location:

Address: 7901 Bailey Cove Road
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☒ District 5 ☐

Additional Comments:
Architectural services to include approximately 110,000 s.f. for theater, event space, catering kitchen, meeting spaces, restrooms, multi-purpose spaces, support athletic spaces with walking track, new additions for elevators, dressing rooms, offices, entrance drop off and parking lot modifications.

RESOLUTION NO. 22-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into a Standard Agreement by and between the City of Huntsville and KPS Group, Inc. for architectural services for the Sandra Moon Community Center Phase 4 located at 7901 Bailey Cove Road, Huntsville, Alabama in the amount of $1,193,875.00 (One Million One Hundred Ninety Three Thousand Eight Hundred Seventy Five Dollars and No/100s) plus Not to Exceed amount of $10,000.000 (Ten Thousand Dollars and No/100s) reimbursables for a total contract price of $1,203,875.00 (One Million Two Hundred Three Thousand Eight Hundred Seventy Five Dollars and NO/100s) 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 KPS Group, Inc. consisting of twenty-nine 29 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 _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

_____
Mayor of the City of Huntsville,
Alabama

STANDARD AGREEMENT FOR PROFESSIONAL ARCHITECTURAL SERVICES BETWEEN THE CITY OF HUNTSVILLE AND

~~~~~~~~~~

This Agreement is made by and between
The City of Huntsville, Alabama:

City of Huntsville
P.O. Box 308
Huntsville, Alabama 35804

(hereinafter referred to as the "Owner") and:

KPS Group, Inc.
104 Jefferson Street South
Huntsville, Alabama 35801

(hereinafter referred to as the "Architect" or "Professional") under seal for services described below to be rendered for the following Project:

Project Title: **Sandra Moon Community Center Phase 4**

Project Location: **7901 Bailey Cove Road**

General Project Description: **Architectural services to include approximately 110,000 s.f. for theater, event space, catering kitchen, meeting spaces, restrooms, multi-purpose spaces, support athletic spaces with walking track, new additions for elevators, dressing rooms, offices and entrance drive.**

This Agreement shall be effective on the date it is executed by the last party to execute it. The Owner and the Architect hereby agree as follows:

Date:_____

President of the City Council: _____
~~~~~~~~~~

RECITALS

WHEREAS the Owner intends to construct the Project and is engaging the Architect to perform certain architectural and engineering services for the project; and

WHEREAS the Owner and the Architect each acknowledges that it will act in good faith in carrying out its duties and obligations;

WHEREAS the Owner's engagement of the Architect is based upon the Architect's representations to the Owner that it is an organization of professionals experienced in the type of services the Owner is engaging the Professional to perform, is authorized and licensed to do business in the State of Alabama, is qualified, willing and able to perform professional services for the Project, and has the expertise and ability to provide professional services which will meet the Owner's objective and requirements, and which will comply with the requirements of all governmental, public and quasi-public authorities and agencies having jurisdiction over the Project.

WHEREAS the Owner and the Architect each acknowledge that it has reviewed and familiarized itself with this Agreement for Professional Architectural Services, including all documents enumerated herein, and agree to be bound by the terms and conditions contained therein.

NOW THEREFORE, for good and valuable consideration, the parties do mutually agree as follows:

ARTICLE I
THE ARCHITECT'S BASIC DUTIES TO THE OWNER

1.1 By executing this Agreement, the Architect represents to the Owner that the Architect is a professional qualified to act as the Architect for the project and is licensed to practice Architecture by all public entities having jurisdiction over the Architect and the Project. The Architect further represents to the Owner that the Architect will maintain all necessary licenses, permits or other authorizations necessary to act as Architect for the Project until Architect's remaining duties hereunder have been satisfied. The Architect assumes full responsibility to the Owner for the negligent acts, errors and omissions of its consultants or others employed or retained by the Architect 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 Architect constitutes a representation that the Architect has become familiar with the Project site and the local conditions under which the Project is to be implemented. The Architect agrees to provide all necessary architectural and engineering services required to professionally accomplish the Architect's scope of services.

1.3 PERIOD OF PERFORMANCE

1.3.1 The Architect shall commence services pursuant to this agreement as of **October 27, 2022**. The final completion date for the completion of the Project shall be approximately **April 27, 2024**.

1.4 GENERAL PROJECT SERVICES

1.4.1 The Architect shall coordinate all consultants and professionals of both the Owner and the Architect, and shall coordinate the work of all such consultants and professionals in a manner to assure the Project is kept on schedule. The Architect shall interface and coordinate with the Huntsville Facilities Project Department.

1.4.2 Within **seven (7)** calendar days after the execution of this Agreement, the Architect shall prepare and submit a written Project design schedule to the Owner for the Owner's review and approval. The Project design schedule shall include all key and important Project dates, events, and periods. As a minimum, such schedule shall include the project design completion date, any guidelines and milestone dates required by the Owner or this Agreement, sufficient time for review of documents and submittals, and the final completion date of the Project as required by the Owner.

Such schedule shall also include and properly coordinate all dates for performance of services and tasks so that the Project design and the Project construction can be completed in a timely and orderly fashion consistent with the required date of final project completion. In the event that the Architect determines that adjustments are necessary to the Project design schedule, the Architect shall promptly notify the Owner in writing, but no such adjustments shall be effective unless approved in writing by the Owner.

1.4.3 The Architect shall set forth in the Construction Documents appropriate and advisable Project testing requirements including, but not limited to, geo-technical, structural, electrical, mechanical tests and investigations, and construction materials testing; prepare scopes of work, including preliminary testing parameters for geo-technical work, soil borings and load test for soil bearing capacity, to assist the Owner in securing necessary Project testing; coordinate testing and determine timing and order of testing; evaluate all test results; and , recommend all necessary and advisable additional Project testing.

1.4.4 The Architect shall assist the Owner as necessary in securing all approvals from governing authorities with jurisdiction over the Project. Without limitation, the Professional shall timely assist the Owner in making application for site plan approval, local variances or other approvals, including completion of all necessary applications and supporting documentation; and attend any and all meetings required to secure all approvals from governing authorities with jurisdiction over the Project.

1.4.5 Any other required services pursuant to this Agreement shall be set forth in Appendix 1 hereto and incorporated by reference herein.

1.5 SCHEMATIC DESIGN SERVICES

1.5.1 The Architect 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 requirements with the Owner. The Architect shall visit and thoroughly inspect the Project site, familiarize itself with the survey of the location and existing structures, utilities, conditions, streets, equipment, components, and other attributes having or likely to have an impact on the Project. The Architect shall familiarize itself with the Owner's layout and design requirements, conceptual design objectives and the budgeted fixed limitation on construction costs. The Architect shall familiarize itself with pertinent Project dates and schedules, shall review and analyze all pertinent tests, investigations, and recommendations, shall familiarize itself with all zoning restrictions and requirements, and shall gather other information necessary for a comprehensive and thorough understanding of the project.

1.5.2 The Architect shall furnish to the Owner a preliminary written evaluation of such information in light of any Project budget requirements.

1.5.3 The Architect shall review and discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall regularly meet with the Owner to discuss and review the schematic design along with related drawings and documents.

1.5.4 The Architect 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. Such drawings and documents shall include, but not be limited to, elevations and cross-sections, as well as alternative design recommendations and proposals.

1.5.5 The Architect shall prepare an estimate for submittal to the Owner of a **schematic** estimate of probable construction costs based upon current area, volume, other unit costs or other information. Such estimate shall be broken down by line item into major construction disciplines and systems.

1.5.6 The Architect shall submit an estimate of the annual cost per square foot for utilities.

1.5.7 In the event that the architect's schematic estimate of probable construction cost exceeds the Fixed Limitation for Construction Cost set forth in this Agreement, the Owner may accept the schematic estimate of probable construction cost and revise the budgeted Fixed Limitation for Construction Cost; cancel the Project or any portion thereof; revise the scope of the Project as required to reduce the schematic estimate of construction cost; or require the Architect, at no cost to the Owner, to modify the schematic design drawings in a manner which will result in an estimate of probable construction cost within the budgeted Fixed Limitation for Construction Cost.

1.6 DESIGN DEVELOPMENT

1.6.1 Based on the approved schematic design documents and any adjustments authorized by the Owner in its program, desired schedule or Project budget, the Architect 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.

1.6.2 The Architect shall review his estimate of probable construction costs and, shall make any appropriate revisions, thereto, and furnish same to the Owner.

1.7 CONSTRUCTION DOCUMENTS, BIDDING & NEGOTIATIONS

1.7.1 Construction Documents

1.7.1.1 Upon the Owner's authorization, the Architect 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, standards 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 Architect which are available from only one source shall be justified in writing by the Architect in order to meet applicable federal, state, or local procurement or bid requirements. The Architect shall coordinate with governing agencies to determine which Codes and requirements will be in force based on the anticipated plan submission date.

1.7.1.2 During the process of preparation of the Construction Documents, the Architect shall review the Construction Documents and the estimate of probable construction cost with the Owner. Such review shall be, at a minimum, at the stage when the Construction Documents are between 50%to 60% complete and again at the 90% completion stage. Following such reviews, the Architect shall make appropriate revisions thereto to assure compliance with the Owner's Fixed Limitation of Construction Cost and shall furnish same to the Owner.

1.7.1.3 The Architect shall prepare appropriate bid alternates as necessary in order to assure that the project can be awarded within the Fixed Limitation for Construction Cost.

1.7.1.4 When the Construction Documents are complete, the Architect shall furnish the Owner with three (3) sets of Review Construction Documents which shall be complete, accurate, coordinated, and adequate for bidding, negotiating and constructing the Work; take into account existing site features and structures, and safely and efficiently integrate the Work into existing Site features and structures; include all labor, material, and equipment necessary to complete the Work; portray Work which meets the Owner's disclosed, demonstrated or documented aesthetic, functional and operational objectives; be fit and proper for the purpose intended; and comply with applicable laws, statutes, building codes, rules and regulations of governmental, public and quasi-public authorities and agencies having jurisdiction over the Project in effect on the date the documents are delivered to the Owner. Such review of the Construction Documents shall include the Architect's review comments on the estimate of probable construction costs which shall be prepared by an Independent Estimator engaged by the Owner (if the Owner provides such estimate) in such detail to estimate the base bid and each bid alternate in award sequence. The Architect must submit and obtain the Owner's approval for the structure and order of the bid alternates. This estimate shall demonstrate compliance with the established Fixed Limitation for Construction Cost.

1.7.1.5 After receipt and review of the Owner's comments on the Review Construction Documents and the estimated probable construction cost, the Architect shall prepare final Construction Documents which detail the Work.
When the final Construction Documents are furnished to the Owner, the Architect shall notify the Owner in writing of any comments of the Owner, which have not been incorporated into the final Construction Documents. All final Construction Documents prepared by the Architect shall bear the seal of the Architect responsible for the Construction Documents.

1.7.2 Bidding & Negotiating

1.7.2.1 The Architect shall obtain from the Owner, the most current version of the Owner's Contract for Construction. The Architect shall review and familiarize itself with the Owner's Contract for Construction and shall promptly notify the Owner of any proposed modifications or additions necessitated or suggested by the conditions in the Project location. The Owner shall furnish to the Architect the final version of the Contract for Construction for inclusion in the documents packets for use in the bidding process.

1.7.2.2 The Architect will prepare and assemble the following information and items in the form of Document Packets for use in the bidding process for the Contract for Construction:

A. Final Construction Documents (in electronic and paper format);

B. Detailed list of all shop drawings, samples and product data to be supplied to the Architect and the Owner for review and comment; and

C. Contract for Construction, as furnished by the Owner pursuant to 1.7.2.1 above.

1.7.2.3 The Architect shall provide Facilities Project Management Division three (3) complete sets of the Construction Documents; Procurement Services shall receive one (1) set of specifications only. In addition, an electronic medium of the finished work products (Construction Documents (plans and specifications)) suitable for reproduction shall be furnished by the Architect to the Owner in a format suitable for the Owner to provide to the Owner's printing contractor.

1.7.2.4 The Architect shall assist the Owner in publicizing and developing interest in the Project; pre-qualifying the bidders; disseminating Document Packets to potential bidders; organizing, conducting, and preparing minutes of the Pre-Bid Conference for potential bidders; advise the Owner of any requests for information received from any bidder and respond to such requests as appropriate, and advise the Owner with respect to the responsiveness of each bid and if each firm is a responsible bidder.

1.7.2.5 The Architect shall review and approve or take other appropriate action on proposed substitutions and voluntary alternates, if any. The Architect will be responsible for the preparation, of any addenda to the Construction Documents, and otherwise assist the Owner as required to resolve any questions arising during the bidding and negotiating process. The cost of reproduction and distribution of any Addenda shall be paid for by the Owner, except should Addenda be required to correct for significant errors or omissions on the part of the Architect or his consultants. In such case the costs related thereto will be born by the Architect.

1.7.2.6 The Architect shall be present at the public bid opening. Representatives from Facility Project Management Department and Procurement Services shall be in attendance at the bid opening as well as at all negotiations following the bid opening. The results of any such negotiations shall become a part of the contract document.

1.7.2.7 The Architect shall ensure that no Document Packet or other information or materials furnished by the Architect for use in the competitive bidding process contains any reference to or discloses in any way the Fixed Limitation for Construction Cost or the Owner's budgeted amount for construction.

1.8 ADMINISTRATION OF CONSTRUCTION

1.8.1 The Architect shall provide administration of the Construction Contract as set forth below and shall perform

those duties and discharge those responsibilities set forth herein.

1.8.2 The Architect shall represent the Owner during construction. Instructions and other appropriate communications from the Owner to the Contractor shall be communicated primarily through the Architect. The Architect shall act on behalf of the Owner only to the extent provided herein. The Architect shall be the Owner's design representative during performance of the Project, shall consult with and advise the Owner on all design and technical matters, shall be the Owner's representative in dealing with the Construction Contractor and shall administer the Contract for Construction, including resolution of the Construction Contractor's questions concerning Construction Documents.

1.8.3 Upon receipt, the Architect shall carefully review and examine the Contractor's Schedule of Values, together with any supporting documentation or data, which the Owner or the Architect may require from the Contractor. The purpose of such review and examination will be to preserve the Schedule of Values so that unbalancing does not occur 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 Architect 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 Architect shall sign the Schedule of Values thereby indicating the Architect's informed belief that the schedule of Values constitutes a reasonable, balanced basis for payment of the Contract Price to the Contractor. The Architect shall not sign such Schedule of Values in the absence of such belief unless directed to do so, in writing, by the Owner.

1.8.4 The Architect shall carefully observe the Work of the Contractor whenever and wherever appropriate. The purpose of such observations will be to determine the quality, extent and progress of the Work in comparison with the requirements of the Construction Contract, the Construction Schedule, applicable laws, statutes, building codes, or other rules or regulations of all governmental, public and quasi-public authorities and agencies having jurisdiction over the Project. In making such observations, the Architect shall exercise customary care to identify defects or deficiencies in the Work, to minimize unexcused delays in the schedule, and to prevent overpayment under the Construction Contract. Following each such observation the Architect shall submit a written field report of such observation, together with any appropriate comments or recommendations, to the Owner. The Architect shall attend regular job site meetings with the Construction Contractor and other necessary parties and shall cause the General Contractor to record the minutes of such job site meetings. The Architect shall check and correct, as necessary, minutes recorded and submitted by the General Contractor.

1.8.5 The Architect shall at all times have access to the Work wherever it is located. The Architect shall not have control or charge of construction means, methods, techniques, sequences or procedures, or safety precautions or programs in connection with the Work.

1.8.6 The Architect shall determine amounts owed to the Contractor based upon observations of the Work as required in Subparagraph 1.8.4, 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.

1.8.7 The approval of a Request for Payment shall constitute a representation by the Architect to the Owner that the Architect has made an observation of the Work as provided in Subparagraph 1.8.4 and, that the Work has progressed to the level indicated, that the quality of the Work generally meets the requirements of the Construction Contract, that all necessary and appropriate lien waivers have been submitted, and that, the Contractor is entitled to payment of the amount certified. In the case of unit price work the Architect's recommendations for payment will constitute a final determination of quantities and classifications of such work.

1.8.8 The Architect shall be the initial interpreter of the requirements of the Construction Documents and the judge of the performance thereunder by the Contractor. The Architect shall act as the Owner's advisor on claims. The Architect shall render written or graphic interpretations and decisions necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

1.8.9 The Architect's decisions in matters relating to artistic or aesthetic effect shall be final if consistent with the intent of the Construction Contract.

1.8.10 The Architect may reject Work that does not conform to the Contract Documents unless directed by the Owner, in writing, not to do so. Whenever, in the Architect's opinion, it is necessary or advisable, the Architect may 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. The Architect shall timely notify in writing the Owner of work that does not conform to the contract documents.

1.8.11 The Architect 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 Architect of the Contractor's submittal shall constitute the Architect's representation to the Owner that such submittal is generally in conformance with the Project design concept, the Construction Documents, the Contract for Construction, and the Owner's Fixed Limitation for Construction Cost. Such action shall be taken with reasonable promptness so as to cause no delay to the Contractor or the Project. Owner shall receive a copy of all approved shop drawings, product data, samples, etc.

1.8.12 The Architect shall promptly review, approve, or take other appropriate action on proposed "equal materials or equipment." The Architect shall not approve any such proposed equal materials or equipment unless such equals conform to the Project design concept, the Construction Documents, the Contract for Construction, and the Owner's Fixed Limitation for Construction Cost, and the estimated life cycle project projections.

1.8.13 The Architect shall promptly review and evaluate the results of all inspections, tests and written reports required by the Contract for Construction, which were required by any applicable laws, statutes, building codes, rules and regulations of governmental public and quasi-public authorities and agencies having jurisdiction over the Project or which were necessary or advisable. The Architect shall take appropriate action on test results and shall promptly reject any work which does not conform to and comply with the requirements, unless the Owner, after written notification by the Architect, agrees with a recommendation from the Architect that it is in the best interest of the Owner to accept the work. The Architect shall provide timely written notice to the Owner of any work, which does not conform to and comply with the requirements.

1.8.14 The Architect shall promptly review, administer, manage, and advise the Owner concerning, proposals and requests for Change Orders from the Contractor. The Architect shall prepare Change Orders for the Owner's approval and execution in accordance with the Construction Contract, and shall have authority to order, with the Owner's approval by written Field Order, minor changes in the Work not involving an adjustment in the Contract Price, the time for construction, the Project scope, aesthetics, visual concepts or approved design elements. The Architect shall not be authorized to "swap out" required changes with reduced construction requirements without the written consent of the Owner. The Architect shall promptly prepare required drawings, specifications and other supporting data as necessary in connection with minor changes, change order requests, and change orders.

1.8.15 The Architect shall promptly notify the Owner, in writing, of any information it obtains pertaining to any claim, alleged claim, including but not limited to mechanics' liens, construction liens, and builder's trust fund claims, or similar claims, involving any Project Contractor, supplier, subcontractor, or consultant, whether or not such claims or alleged claims arise from or relate to the Project.

1.8.16 When the Contractor believes that the Work is substantially complete, the Contractor shall submit to the Architect a list of items to be completed or corrected. When the Architect, on the basis of field observation, 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 restate the responsibilities of the Owner and the Contractor as established in the Owner Contractor Agreement 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 Architect for completing

all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling all unsettled claims.

1.8.17 The Architect shall secure from the Contractor, on behalf of the Owner, all keys, manuals, required maintenance stocks, guaranties, warranties, affidavits, releases, bonds, waivers, permits, record drawings and markups, and other documents necessary for close out of the Work, including the Certificate of Occupancy. Additionally, the Architect shall obtain, review and determine the propriety of all closeout documents, and shall immediately inform the Contractor about any deficiencies. The Architect shall assist in having the Contractor meet with the Owner's representative(s) to deliver the documents to familiarize them with respect to maintenance and use of the Project.

1.8.18 When all of the Work is finally complete and the Contractor is ready for a final inspection, it shall notify the Owner and the Architect thereof in writing. The Architect shall secure from the Contractor at or prior to final completion inspection certification that all obligations for payment for labor, materials or equipment related to the Work have been paid or otherwise satisfied; certification that all insurance required of the Contractor beyond final payment, if any, is in effect and will not be canceled or allowed to expire without notice to the Owner; the written consent of the surety (ies), if required, to final payment; and full waivers of mechanics or construction liens, releases or builder's trust fund or similar claims; and release of security interests or encumbrances on the Project property. The Architect shall review and determine the propriety of all Final Completion documents, and shall immediately inform the Contractor about any deficiencies. Thereupon, the Architect will make final inspection of the Work to include inspecting the Work; determining whether the Contractor has satisfactorily completed or corrected all items on the list included with the Certificate of Substantial Completion; determining whether the Work complies with the Construction Contract, applicable laws, statutes, building codes, rules or regulations of all governmental, public, and quasi-public authorities and agencies having jurisdiction over the Project, and applicable installation and workmanship standards; determining whether required inspections and approvals by the officials(s) having jurisdiction over the Project have been satisfactorily completed; and, determining, in consultation with the Owner, whether the Work is finally complete

1.8.19 If the Work is complete in accordance with the requirements enumerated herein and the Contractor has submitted proper final completion close-out documents, the Architect will promptly issue a Certificate for Final Payment certifying the Owner that the Project is complete, that all liens and claims have been resolved in the alternative, all appropriate waivers and appropriate indemnification(s) have been secured, and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to the Construction Contract. If the Architect 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. In addition to the Certificate for Final Payment, the Architect shall submit to the Owner, Final Completion close-out documents and two (2) sets of record documents depicting final construction conditions, as recorded and prepared by the Contractor.

1.8.20 The Architect shall, without additional compensation for time, reproduction or distribution, promptly correct any errors, omissions, deficiencies or conflicts in the Architect's work product.

1.9 ADDITIONAL SERVICES

The following services of the Architect are not included in Paragraphs 1.1 through 1.8. Nevertheless, the Architect shall provide such services if authorized in writing by the Owner, and they shall be paid for by the Owner as provided hereinafter.

1.9.1 Providing 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.

1.9.2 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 Architect, either in whole or in part.

1.9.3 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 Architect, either in whole or in part.

1.9.4 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 Architect, either in whole or in part.

1.9.5 Providing services made necessary solely by the default of the Contractor or major defects or deficiencies in the Work of the Contractor.

1.9.6 Lifecycle cost analysis for major components of the project.

1.9.7 In the event , and through no fault of the Architect, the actual construction contract performance period exceeds the construction contract performance period as stated in the construction contract, including all extensions of that time that may have been granted by change orders or modifications, then the Owner and Architect may negotiate reasonable additional compensation for the Architect for these unanticipated additional Architectural Services."

1.10 SERVICE SCHEDULE

1.10.1 The Architect shall perform its services expeditiously. In accordance with paragraph 1.4.2, the Architect shall submit for the Owner's approval a schedule for the performance for the Architect'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 Architect.

1.11 PERSONNEL

1.11.1 The Architect shall assign only qualified personnel to perform any service concerning the project. All services rendered by the Architect for the Project shall be performed by or under the immediate supervision of experienced and qualified professionals licensed and registered in the State of Alabama possessing expertise in the discipline of the service being rendered. At the time of execution of this Agreement, the parties anticipate that the individuals named in Attachment "A" hereto will perform those functions/responsibilities indicated therein. So long as the individuals named above remain actively employed or retained by the Architect, they shall perform the functions/responsibilities at the hourly rates as indicated in Attachment "A". Newly hired employees by the Architect 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. The Architect shall promptly inform the Owner in writing of any proposed changes in responsibilities/functions or of any replacement personnel, the reasons for such changes or replacement, and the name or qualifications of such replacement. The Owner shall have the right to reject any proposed replacement. The following designated Architect representative(s) are authorized to make decisions, shall be available on an on-call basis, and shall be called in the order listed herein:

Name	Address	Work Telephone /Fax/E-mail
Kristine Harding	**104 Jefferson Street South**	**256-539-0764**

1.11.2 The basic compensation fee for Architectural services shall include the cost to the Architect for the services of consultants. Based on project requirements, the Architect could choose to include the following consultants:

- Civil Engineer
- Structural Engineer
- Mechanical Engineer
- Plumbing Engineer
- Electrical Engineer
- Food Service Consultant
- Security Electronics
- Laundry Design
- Landscape Architect
- Roofing
- Interiors
- Life Cycle Cost Analysis

- Fire Protection Engineer - ADA

The Architect shall not enter into any agreement with any consultant for services relative to the Project, without prior notification in writing to the Owner. The Owner shall have the right to reject any consultant provided that the Owner raises a timely objective. Should the Owner require the use of a new consultant, and that consultant require additional compensation, the Owner will pay the difference. At the time of the execution of this Agreement, the parties anticipate that the consultants listed in Attachment "B" hereto will be retained by the Architect to provide services with respect to the Project. Attachment "B" shall include the names of key team members in each Consultant's firm who will be performing services on behalf of the Consultant along with the hourly rates to be charged for such services.

1.11.3 The Owner shall be represented by the Facilities Project Management Department and in certain circumstances may employ a consultant. These individuals shall act as the Owner's representatives and are the designated representatives who are authorized to make all decisions except for change orders on the Owner's behalf when requested to do so by the Architect.

The Owner shall furnish a revised listing to the Architect when any changes occur affecting this list. Additionally, the Owner shall provide to the Architect a listing of the Owner's consultants performing services relative to the Project. Such listing shall include the name of the Owner's consultants and the general duties each consultant retained by the Owner will perform. At any time during the term of this Agreement, the Owner reserves the right to engage any other consultants which it deems necessary or desirable for the Project, and, at its sole discretion, to remove any consultant from the Project.

ARTICLE II
THE OWNER'S BASIC DUTIES TO THE ARCHITECT OTHER THAN COMPENSATION

2.1 The Owner shall provide the Architect with adequate information regarding the Owner's requirements for the Project including master plan and programming information and 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 Architect requiring the Owner's decision, and shall promptly 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 to 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 Architect.

2.5 The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents. The Architect shall disclose to the Owner any testing or inspection requirements contained in the Contract Documents that exceed those customary or that serve to reduce the Architect's normal field observation duties and responsibilities. Any testing or inspection requirements contained in the Contract Documents which exceed or are less than customary industry practices shall be disclosed by the Architect and must be approved by the Owner in writing.

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 Architect.

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 Architect's services and of the Work.

2.8 The Owner's review of any documents prepared by the Architect 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 Architect of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

ARTICLE III
LIMITATION ON CONSTRUCTION COST

3.1 The Architect understands and acknowledges that the Owner has established a budget for the Project of **Fifteen Million Dollars and NO/100s ($15,000,000.00).** The Architect agrees to design the Project so that the actual Total Project Construction Cost does not exceed the Fixed Limitation for Construction Cost.

3.2 If the Fixed Limitation on the Construction Cost is exceeded by the lowest qualified bid, the Owner may in addition to any other remedies provided by this Agreement or law (1) give written approval of an increase in such fixed limit: (2) authorize and require the Architect, at no cost to the Owner, to re-bid or enter into negotiations with the low bidder on the Project; (3) terminate the Project or any portion thereof as determined necessary by the Owner and terminate this Agreement in whole or in part in accordance herewith; or (4) revise the Project scope, quality, or schedule, engage in value engineering as required to reduce the Total Project Construction Cost, and require the Architect, at no cost to the Owner, to modify the Construction Documents and re-bid or negotiate with the low bidder of the Project to result in a bid or negotiated total project construction cost within the Fixed Limitation for Construction Cost for the Project. In order to reduce the Total Project Construction Cost to the budgeted Fixed Limitation on the Construction Cost, the Architect shall, in addition to the above, at the Owner's request and at no additional cost to the Owner, provide value engineering including but not limited to evaluation of any value engineering proposals as necessary, shall assist the Owner in redefining the scope of the Project, and shall revise and incorporate into all plans, specifications and any other Contract Documents as necessary to reflect such scope revisions, value engineering modifications or any other modifications made in the Project in order to achieve compliance with the Fixed Limitation on Construction Cost. The Architect shall reissue the Contract Documents as revised in accordance with the processes described herein and shall redeliver sets of the Contract Documents in accordance with paragraph 1.7.2.3.

ARTICLE IV
BASIS OF COMPENSATION

4.1 The Owner shall compensate the Architect for services rendered pursuant to this Agreement, excepting those services described as Additional Services in Paragraph 1.9 of this Agreement, by payment of the fixed sum **of One Million One Hundred Ninety Three Dollars Eight Hundred Seventy Five Dollars and No/100s**. This amount does not include the items specifically set forth as reimbursables as identified in Article V.

4.2 Payment to the Architect of the sum set forth in Paragraph 4.1 shall be allocated as follows:

Schematic Design:	10%
Design Development:	15%
Construction Documents:	40%
Bidding:	5%
Construction:	30%

Additional services of the Architect as described in Paragraph 1.9, if any, shall be compensated as follows: Compensation for such services shall be computed on an hourly basis in accordance with Attachment "A" attached herewith. Compensation for such services rendered by consultants shall be computed in accordance with the hourly rates set forth in Attachment "B". Additional Services of consultants, if any, shall be compensated on the basis of a

multiple of one and one tenth (1.1) times the amounts billed at the hourly rates to the Architect for such service.

4.3 Reimbursable Expenses as defined in Article V, shall be reimbursed to the Architect by the Owner as provided in Article V.

4.4 If the Architect's services are changed materially through no fault of the Architect, compensation due to the Architect shall be equitably adjusted by mutual agreement of the parties, either upward or downward.

4.5 Several bid alternates may be included in the Construction Documents to allow the Owner to evaluate the cost of various systems and materials and to determine whether or not to include them in the project. Should work designed and included in the bid documents as Alternates not be accepted, the Architect will be compensated only for efforts through the bidding phase.

ARTICLE V
PAYMENT TO THE ARCHITECT

5.1 ARCHITECT'S INVOICES

5.1.1 Not more frequently than monthly, unless otherwise agreed in writing by the Architect and the Owner, the Architect shall submit an invoice to the Owner requesting payment for services properly rendered and reimbursement for Reimbursable Expenses due hereunder. The Architect's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if services under Paragraph 1.9 are included in the invoice and the person(s) rendering such service. The Architect'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 Architect, other than services pursuant to Paragraph 1.9, 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 Architect, which signature shall constitute the Architect'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 Architect covered by prior invoices have been paid in full, and that, to the best of the Architect's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the Architect the payment of any portion thereof should be withheld. Submission of the Architect's invoice for final payment and reimbursement shall further constitute the Architect's representation to the Owner that, upon receipt from the Owner of the amount invoiced, all obligations of the Architect 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 Architect 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 Architect, 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 Architect until the inaccuracy, and the cause thereof, is corrected to the Owner's reasonable satisfaction. Additionally, failure by the Architect to supply substantiating records shall be reason to exclude related costs from the amounts, which might otherwise by payable by the Owner to the Architect.

5.4 REIMBURSABLE EXPENSES

5.4.1 In addition to the requirements set forth in 5.1 above, invoices for reimbursable expenses shall include such documentation as the Owner may require. Reasonable expenses are limited to the following expenses:

(a) out-of-state transportation approved in advance by the Owner in writing and incurred in connection with the Project;
(b) transportation between the offices of the Architect and Consultants to Huntsville and other travel costs in connection with the project.
(c) charges for long-distance communications**;**
(d) fees paid for securing approval of authorities having jurisdiction over the Project;
(e) actual costs of reproduction;
(f) postage and handling charges incurred for drawings, specifications and other documents; and
(g) renderings, models and mock-ups requested by the Owner.

The Architect 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 with the additional charge of an administrative multiple of 1.10.

Reimbursable expenses shall be limited during the term of this agreement to a Not to Exceed cost of **Ten Thousand Dollars and No/100s ($10,000.00).**

5.4.2 Reproduction and printing of bid and contract documents shall be performed by the Owner and shall not be a reimbursable expense to the Architect unless the Owner specifically requests in writing that the Architect reproduce these items in bulk.

5.4.3 When a payment is received by the Architect from the Owner, the Architect shall promptly pay all professionals, consultants, or subcontractors providing services for the Project through the Architect in the amounts that are due for the work covered by such payment. In the event the Owner becomes informed that the Architect has not paid such professionals, consultants, or subcontractors the amounts due, the Owner shall have the right, but not the duty, to issue future checks in payment to the Architect of amounts otherwise due hereunder naming the Architect and any such professional, consultant, or subcontractor as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity nor obligation or duty on the part of the Owner 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.

5.5 ARCHITECT'S RECORDS

5.5.1 Documentation accurately reflecting services performed and the time expended by the Architect and his personnel and records of Reimbursable Expenses shall be prepared concurrently with the performance of the services and shall be maintained by the Architect. The Architect 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 Architect receives notification of a dispute or of pending or commencement of litigation during this five-year period, the Architect shall continue to maintain all Project records until final resolution of the dispute or litigation. The Architect 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 Architect's records at the Owner's reasonable expense.

ARTICLE VI
CHANGES AND TERMINATION

6.1 CHANGES

6.1.1 There shall be no changes in this Agreement except by mutual agreement of the parties as indicated by written contract modification approved and executed by those individuals properly authorized to enter into contracts on behalf of each party.

6.2 TERMINATION FOR CAUSE

6.2.1 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.

6.3 TERMINATION BY THE OWNER WITHOUT CAUSE

6.3.1 This Agreement may be terminated by the Owner without cause upon seven (7) days' written notice to the Architect. In the event of such a termination without cause, the Architect shall be compensated for all services performed prior to termination, together with Reimbursable Expenses incurred. In such event, the Architect 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
INSURANCE AND INDEMNITY

7.1 INSURANCE

The Architect 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 Architect 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 Architect, 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 five (5) years after completion of the professional services and Certificates of Insurance will be submitted to the Owner. Coverage shall be no less comprehensive than that which is carried by at least 25% of the registered Architects or Architectural 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
$ 1,000,000 Personal & Advertising Injury
$ 1,000,000 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. Automobile Liability:

$ 1,000,000 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:

$ 1,000,000 Bodily Injury by Accident or Disease
$ 1,000,000 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 Architect for products used by and completed operations of Architect; or automobiles owned, leased, hired or borrowed by Architect. 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. Architect'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 Architect's insurance and shall not contribute to it.

c. Architect'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. Architect 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 Architect 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 ARCHITECT:

The Architect shall furnish separate certificates and/or endorsements for each subcontractor and/or consultant.

G. HOLD HARMLESS AGREEMENT:

1. Other Than Professional Liability Exposures:

The Architect, 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 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 Architect 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 Architect 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, costs, fees, and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) actually or allegedly arising out of, or resulting from, the professional services of the Architect or the Architect'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 Architect shall be obligated to indemnify the other party in any manner whatsoever for the other parties own negligence.

To the fullest extent permitted by law, the Architect 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 Architect has reason to believe the use of a required design, process or product is an infringement of a patent, the Architect shall be responsible for such loss unless such information is promptly given to the Owner.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

8.1 GOVERNING LAW

8.1.1 This Agreement shall be governed by the law of the State of Alabama.

8.2 INTENT AND INTERPRETATION

8.2.1 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 Architect.

8.2.2 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.

8.2.3 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 Architectural industry; and third, if there is no generally accepted meaning in the Architectural industry, according to its common and customary usage.

8.2.4 The words "include", "includes", or "including", as used in this Contract, shall be deemed to be followed by the phrase, "without limitation".

8.2.5 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.

8.2.6 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.

8.2.7 The titles used in this Agreement are for general reference only and are not part of the Agreement.

8.3 TIME IS OF THE ESSENCE

8.3.1 Time limitations contained herein, or provided for hereby, are of the essence of this Agreement. The Architect 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.

8.4 USE AND OWNERSHIP OF DOCUMENTS

8.4.1 The Construction Documents, including all drawings, specifications and other documents, electronic media, or
things prepared by or on behalf of the Architect for the Project are the sole property of the Owner and are free of any retention rights of the Architect upon payment of current balance due on account by the Owner. The Architect hereby grants to the Owner an unconditional right to use, for any purpose whatsoever, the Construction documents and any other documents or electronic media prepared by or on behalf of the Professional for the Project, free of any copyright claims, trade secrets or other proprietary rights with respect to such documents. The Architect shall be permitted to retain copies thereof for its records. Any unauthorized reuse by the Owner for alterations and maintenance to the building without the written approval of the Architect, shall be at the sole risk of the Owner and the Owner shall indemnify and save harmless the Architect 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.

8.4.2 Electronic files furnished by either party shall be subject to an acceptance period of thirty (30) days during, which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. The Owner is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed or sealed hard-copy construction documents prepared by the Architect and electronic files, the signed or sealed hard-copy construction documents shall govern. Under no circumstances shall delivery of the electronic files for use by the Owner be deemed a sale by the Architect, and the Architect makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

8.5 SUCCESSORS AND ASSIGNS

8.5.1 The Architect 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 Architect, 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.

8.6 NO THIRD-PARTY BENEFICIARIES

8.6.1 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 Architect.

8.7 INTELLECTUAL PROPERTY/ CONFIDENTIALITY

8.7.1 All information, documents, and electronic media furnished by the Owner to the Architect 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 shall be kept confidential by the Architect, shall only be released as necessary to meet official regulatory requirements in connection with the Project, and shall not be used by the Architect 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.

8.8 SUBCONTRACT REQUIREMENTS

8.8.1 The Architect shall include the terms and conditions of Articles VII and VIII 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.

8.9 NOTICES

8.9.1 Unless otherwise provided, all notices shall be in writing and considered duly given if the original is hand delivered; if delivered by telex, facsimile, or tele-copy; or is sent by U.S. Mail, postage prepaid. All notices shall be given to the addresses set forth above. Notices, hand delivered or delivered by telex, facsimile, or tele-copy 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.

8.10 STRICT COMPLIANCE

8.10.1 No failure of the Owner to insist upon strict compliance by the Architect with any provision of this Contract for Professional Services shall operate to release, waive, discharge, modify, change or affect any of the Architect's obligations.

8.11 WAIVER

8.11.1 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.

8.12 SEVERABILITY

8.12.1 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.

8.13 ETHICS

8.13.1 The Architect 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 Professional 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 Architect 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 Professional, Owner or Project in which the Professional 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 Architect or in which any consultant, trade contractor, subcontractor, or supplier of the Architect has a direct or indirect proprietary or other pecuniary interest.

8.14 SPECIAL PROVISIONS

8.14.1 Additional terms and conditions applicable to this Agreement are included in Appendix 2 to this Agreement. Such terms and conditions are incorporated by reference herein.

8.15 ENTIRE AGREEMENT

8.15.1 This Agreement represents the entire agreement between the Owner and the Architect 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 Architect.

8.16 BETTERMENT

8.16.1 If, due to the Architect's error, any required item or component of the project is omitted from the Architect's construction documents, the Architect shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will the Architect be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project. The Owner shall pay the cost of said component and the Architect shall pay the cost premium of procuring by change order or any required reworking.

8.17 HAZARDOUS MATERIALS

8.17.1 It is acknowledged by both parties that the Architect's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event the Architect or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of the Architect's services, the Architect, at his option and without liability for consequential or any other damages, may suspend performance of services on the project until the Owner retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the job site is in full compliance with applicable laws and regulations.

8.18 MEDIATION

8.18.1 In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Owner and the Architect agree that all disputes between them arising out of or relating to this Agreement or the Project may be submitted to non-binding mediation unless the parties mutually agree otherwise.

8.19 E-VERIFY NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, *Code of Alabama (1975) § 31-13-1 through 31-13-30"* (also known as and hereinafter referred to as " the Alabama Immigration Act") is applicable to 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, 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 and shall attest to such by sworn affidavit signed before a notary. Such business entity or employer shall provide a copy of such affidavit to the City of Huntsville as part of its bid or proposal for the contract along with a copy of the Memorandum of Understanding as documentation establishing that the business entity or employer is enrolled in the E-Verify program. The required affidavit form for the contractor and for subcontractors are included at the end of this notice.

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 required of every subcontractor in accordance with §31-13-9(c) and shall maintain records that are available upon request by the City, state authorities or law enforcement to verify compliance with the requirements of the Alabama Immigration Act. 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) or in the case of a subcontractor, in accordance with §31-13- 9 (f) (1) & (2).

The City of Huntsville, Alabama, a Municipal Corporation

ARCHITECT

SEAL

Kristine Harding
By:

(SIGNATURE)

Kristine Harding
KPS Group, Inc.
104 Jefferson Street South
Huntsville, AL 35801

09/27/2022
(DATE OF EXECUTION)

OWNER

SEAL

Tommy Battle
By:

(SIGNATURE)

Tommy Battle, Mayor
City of Huntsville
308 Fountain Circle
Huntsville, AL 35801

(DATE OF EXECUTION)

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

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, whose name as Mayor of The City of Huntsville, 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 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 _____, 2022.

_____
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 **Kristine Harding** of **KPS Group, 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 27 day of SEPT, 2022.

DAVID E.B. ELY
Notary Public
Alabama State at Large

Notary Public
My Commission Expires

My Commission Expires
January 22, 2023

Architecture
Interior Design
Planning

August 24, 2022

Chris O'Neal
Facilities Project Manager
City of Huntsville
Facilities Projects Management
PO Box 308
Huntsville, AL. 35804-0308

Re: Phase 4 Sandra Moon Community Center

K|P|S
GROUP

Dear Mr. O'Neal:

We appreciate the opportunity to provide this fee proposal to you for consideration. This project has many special functions that will require specialty consultants beyond our Basic Services. In addition, we feel that we should complete the Masterplan effort that we started under Phase2, as well as Programming if there is no detailed programming document provided. We have broken the proposal down to address the Masterplan, Programming and Basic Services and are identifying specialty consultants who will provide fee proposals once their scope of work is defined. Basic Services includes construction documents through construction administration.

During this phase, we understand that we are to complete approximately 110,000 SF into renovated spaces to include 700-800 seat Theater that can be reduced to 350 seat Black Box Theater, Event Space, Catering Kitchen, Meeting Spaces, Restrooms, Multi-purpose Spaces, Support Athletic Spaces with Walking Track, new additions for elevators, Dressing Rooms, Offices and entrance drive. We expect that we will also provide FF&E Services. We understand that you need Huntsville City Council approval and anticipate that we will have a Notice to Proceed on or about October 1, 2022 with a desired completion date for construction documents end of March 2023.

We have been given a construction budget of $15,000,000 and recommend no less than a 10% contingency. Per the State of Alabama Fee Schedule for major renovation, our fee will be 7.25% of the construction cost. The break-down is as follows:

Masterplan Completion	$ 20,000
Programming	$ 54,375
FF&E (8% of $400K Budget)	$ 32,000
Basic Services	$1,087,500
TOTAL	$1,193,875

Specialty Consultants expected for this project but not limited to are as follows:

Audio/Visual	Harvey Marshall Berling Assoc (HMBA)
Acoustical Engineering	CDAI
Theater Consultant	HMBA
Lighting (both theatrical and architectural)	HMBA

KPS Group, Inc.
104 Jefferson Street South
Huntsville, AL 35801
Tel: 256-539-0764

Our Basic Services include Architecture, Interior Design, Civil, Structural, Electrical, Mechanical, Plumbing and Fire Protection. Those consultants are as follows:

Schoel Engineering	Civil
LBYD	Structural
Mims	Mechanical/Plumbing/Fire Protection
Electrical	Hyde Engineering

As is standard, we invoice monthly for percentage complete which is due 15 days from the date of the invoice and considered past due at 30 days. Reimbursable expenses include printing, copies and overnight mail fees which will be invoiced at cost plus 10%. Please let us know if you have any questions. We look forward to working on this project with you!

KPS Group, Inc.
Sincerely,

Kristine A. Harding, FAIA
Sr. Vice President

KPS GROUP, INC. **Schedule of Hourly Rates - 2021-2022**

Position	Rate
Officers	300
	260
	220
Vice President	195
Senior Associate	175
Associate	140
Senior Staff	130
Technical Staff	120

ATTACHMENT B
CONSULTANT'S CHART
(In accordance with paragraph 1.11.2)

Name	Description of type of work performed	Hourly Rates

NONE

APPENDIX 1
ADDITIONAL REQUIRED SERVICES
(In accordance with paragraph 1.4.5)

NONE

APPENDIX 2
SPECIAL PROVISIONS
(In accordance with paragraph 8.14)

NONE

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** 2022-0945

Department: General Services

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

Resolution authorizing the Mayor to enter into a Limited Standard Agreement between the City of Huntsville and Barge Design Solutions, Inc. for the Big Spring Park Retaining Wall Evaluation.

Resolution No.

Finance Information:

Account Number: 3020-14-00000-521002-00000000

City Cost Amount: $43,988.00

Total Cost: $43,988.00

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location:

Address: Big Spring Park
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☒ District 5 ☐

Additional Comments:
Engineering Services for the evaluation and recommendation of improvements of the retaining wall segments located around the lake in Big Spring Park.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** TMP-2183

Department: General Services

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

Resolution authorizing the Mayor to enter into a Limited Standard Agreement between the City of Huntsville and Barge Design Solutions, Inc. for the Big Spring Park Retaining Wall Evaluation.

Resolution No.

Finance Information:

Account Number: 3020-14-00000-521002-00000000

City Cost Amount: $43,988.00

Total Cost: $43,988.00

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location:

Address: Big Spring Park
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☒ District 5 ☐

Additional Comments:
Engineering Services for the evaluation and recommendation of improvements of the retaining wall segments located around the lake in Big Spring Park.

RESOLUTION NO. 22-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into a Limited Standard Agreement between the City of Huntsville and Barge Design Solutions, Inc. for engineering services for the Big Spring Park Lake Wall Evaluation, Huntsville, Alabama in the amount of Forty Thousand Four Hundred Eighty Eight Dollars and 00/100s ($40,488.00) plus Three Thousand Five Hundred Fifty Dollars 00/100s ($3,500.00) reimbursables for a total contract price of Forty Three Thousand Nine Hundred Eighty Eight Dollars and 00/100s ($43,988.00) on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to the certain document attached hereto and identified as "Limited Standard Agreement between the City of Huntsville and Barge Design Solutions, Inc., consisting of a total of thirteen (13) 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 27th_____ day of _October_____, 2022.

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

APPROVED this the 27th_____ day of _October_____, 2022..

_____
Mayor of the City of Huntsville,
Alabama

LIMITED STANDARD AGREEMENT
BETWEEN
CITY OF HUNTSVILLE
AND
BARGE DESIGN SOLUTIONS, INC.

~~~~~~~~~~

This Agreement is made by and between the City of Huntsville, Alabama, a Municipal Corporation by:

City of Huntsville
308 Fountain Circle
Huntsville, Alabama 35801

(hereinafter referred to as the "Owner") and:

Barge Design Solutions, Inc.
200 Clinton Avenue
Suite 800
Huntsville, Alabama 35801

(hereinafter referred to as the "Engineer") under seal for services described below to be rendered for the following Project:

Project Title: **Big Spring Park Lake Wall Evaluation**

General Project Description: **Engineering Services for the evaluation and recommendation of improvements of failing retaining wall segments located around the lake in Big Spring Park.**

This Agreement shall be effective on the date it is executed by the last party to execute it. The Owner and the Engineer hereby agree as follows:

Date: _____

President of the City Council: _____
~~~~~~~~~~

ARTICLE I
THE ENGINEER'S BASIC DUTIES TO THE OWNER

1.1 By executing this Agreement, the Engineer represents to the Owner that the Engineer is professional qualified to act as the Engineer for the project and is licensed to practice Engineering by all public entities having jurisdiction over the Engineer and the Project. The Engineer further represents to the Owner that the Engineer will maintain all necessary licenses, permits or other authorizations necessary to act as Engineer for the Project until Engineer's remaining duties hereunder have been satisfied. The Engineer assumes full responsibility to the Owner for the negligent acts, errors and omissions of its consultants or others employed or retained by the Engineer in connection with the Project. 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 **October 28, 2022** The final completion date for the completion of the Project shall be approximately **February 28, 2022**.

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

N/A

1.6 CONSTRUCTION DOCUMENTS, BIDDING & NEGOTIATIONS

N/A

1.7 ADMINISTRATION OF CONSTRUCTION

N/A

1.8 ADDITIONAL SERVICES

The following services of the Engineer are not included in Paragraphs 1.3 through 1.6. Nevertheless, the Engineer shall provide such services if authorized in writing by the Owner, and they shall be paid for by the Owner as provided hereinafter.

1.8.1 Making revision in drawings, specifications or other documents when such revisions are inconsistent with written direction by the Owner previously given, are required by the enactment of revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated, or are due to other causes not within the control or responsibility of the Engineer, either in whole or in part.

1.8.2 Preparing drawings, specifications and supporting data in connection with Change Orders, provided that such Change Orders are issued by the Owner due to causes not within the control or responsibility of the Engineer, either in whole or in part.

1.8.4 Providing additional services for repair or replacement of Work damaged by fire or other cause during construction provided that such services are required by causes not the responsibility of the Engineer, either in whole or in part.

1.8.5 Providing services made necessary solely by the default of the Contractor or major defects or deficiencies in the Work of the Contractor.

1.9 SERVICE SCHEDULE

1.9.1 The Engineer shall perform its services expeditiously. Upon request by the Owner, the Engineer shall submit for the Owner's approval a schedule for the performance for the Engineer's services which shall include allowance for time required for the Owner's review of submissions and for approvals of authorities having jurisdiction over the Project. This schedule, when approved by the Owner, shall not, except for cause, be exceeded by the Engineer.

1.10 PERSONNEL

1.10.1 The Engineer shall assign only qualified personnel to perform any service concerning the project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those functions indicated:

NAME	FUNCTION
Jack Kimbrough	**Project Manager**

So long as the individuals named above remain actively employed or retained by the Engineer, they shall perform the functions indicated next to their names. Newly hired employees by the Engineer after the execution of this contract shall be declared to the Owner in writing and classed in a manner similar to existing employees, and subject to all of the terms of this Agreement.

1.10.2 The Owner shall designate representatives who are authorized to make all decisions except for change orders on the Owner's behalf when requested to do so by the Engineer. The following designated Owner representative(s) are authorized to make such decisions and shall be available on any on-call basis and shall be called in the order listed herein:

Name	Work TelephoneCell Telephone
Natasha Wright	**(256) 705-3098**

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

N/A

ARTICLE III
CONSTRUCTION COSTS

N/A

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 **Forty Thousand Four Hundred Eighty Eight Dollars and No/100s ($40,488.00)** with a reimbursable amount of **$3,500.00.** 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: 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 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, subject to Code of Alabama Section 41-91-3 (d)(l).

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 Engineer.

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. **T**he 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

SEAL

Jack Kimbrough, Jr.
By:

(SIGNATURE)

Barge Design Solutions, Inc.
200 Clinton Avenue
Suite 800
Huntsville, AL 35801

(DATE OF EXECUTION)

OWNER

SEAL

Tommy Battle
By:

(SIGNATURE)

Tommy Battle, Mayor
City of Huntsville
308 Fountain Circle
Huntsville, AL 35801

(DATE OF EXECUTION)

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

The scope of work is presented in the following elements.

I. Project Description
II. Scope of Services
III. Additional Services
IV. Project Understanding, Assumptions, and Exclusions
V. Time of Performance
VI. Client's Responsibilities
VII. Deliverables
VIII. Compensation

I. Project Description

The proposed project will include the evaluation and recommendation of improvements of failing retaining wall segments located around the lake in Big Spring Park.

II. Scope of Services

Barge and Cummins Cederberg (a subconsultant) propose the following Scope of Services related to the above-noted items:

A: Data Collection
Barge will review available construction plans, geotechnical reports, maintenance records and other materials as provided by the Client. After reviewing available materials, Barge will conduct a site visit with the Client, conduct measurements, and obtain photographs of failing retaining walls and sidewalk along the lake.

B: Recommendations
Barge will prepare a draft report of findings from the data collected in Task A, and develop recommendations for repairing and/or rehabilitating the segments of failing wall. The draft report will be presented to the Client for comment, and a final report and OPCC of recommended improvements will be developed.

III. Additional Services

If services beyond the tasks outlined in Section II are required, this work can be completed utilizing the rates provided in the attached proposal.

IV. Project Understandings, Assumptions, and Exclusions

A. Barge will provide the above-noted services based upon a given set of assumptions. These assumptions are as follows.

1. Barge assumes that the City will provide access to the site.
2. Barge assumes that the City will provide existing construction plans, reports and maintenance records as available for the subject site and walls.

3. Barge has not included any environmental investigations or permitting with this proposal. Any necessary environmental concerns will be addressed by the City separately.

V. Time of Performance

Barge is prepared to begin work within one (1) week upon receipt of a signed professional services agreement or written authorization to proceed.

VI. Client's Responsibilities

Barge strives to work closely with our clients. In order for the project team to function efficiently, certain information is needed to be provided by the Client and other interested stakeholders in a timely manner. These items and responsibilities are noted below.

A. Provide information as required to support development of Barge's scope, as required in the project agreement for services.
B. Provide review comments in a timely manner.
C. Provide single point of contact for project coordination purposes.

VII. Deliverables

Several deliverables will be produced as part of the basic professional services. The following is a list of documents that will be produced as a part of this effort.

A. Deliverables for this project will include:
   a. Draft Recommendation Report
   b. Final Recommendation Report with OPCC

B. Barge will attend meetings for these tasks in accordance with the list below:

Description	Location	# Occurrences
Kickoff Meeting	Huntsville	1
Site Visit	Huntsville	1
Presentation of Alternates	Huntsville	1

VIII. Compensation

The compensation to be paid to Barge for providing requested services is provided in the Summary Table below:

Fee Summary Table

Items	Fee Type	Fee Amount
1. Data Collection	Lump Sum	$21,583
2. Recommendations	Lump Sum	$18,905
TOTAL		$40,488

The fees provided above are valid up to three (3) months from the date of this proposal.

The following personnel rates shall apply for the duration of the project:

Position	Hourly Rate
Project Manager	$230
Senior Engineer	$215
Engineer	$130
Landscape Arch.	$140
CADD/Designer	$115
PLS	$160
Survey Crew (2 man)	$170
Clerical	$85

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** 2022-0946

Department: Police

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

Resolution authorizing the Mayor to enter into a Memorandum of Understanding between the North Alabama Drug Task Force, the Alabama Law Enforcement Agency, the Madison County District Attorney, the Madison County Sheriff's Department, the City of Madison, the Federal Bureau of Investigation, and the City of Huntsville.

Resolution No.

Finance Information:

Account Number: n/a

City Cost Amount: $0

Total Cost: $0

Special Circumstances:

Grant Funded: no

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location:

Address: n/a
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
This memorandum memorializes and certifies that the above-mentioned agencies have agreed to continue to work in conjunction with each other to effectively enforce the controlled substance laws of the State of Alabama.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** TMP-2182

Department: Police

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

Resolution authorizing the Mayor to enter into a Memorandum of Understanding between the North Alabama Drug Task Force, the Alabama Law Enforcement Agency, the Madison County District Attorney, the Madison County Sheriff's Department, the City of Madison, the Federal Bureau of Investigation, and the City of Huntsville.

Resolution No.

Finance Information:

Account Number: n/a

City Cost Amount: $0

Total Cost: $0

Special Circumstances:

Grant Funded: no

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location:

Address: n/a

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

Additional Comments:

This memorandum memorializes and certifies that the above-mentioned agencies have agreed to continue to work in conjunction with each other to effectively enforce the controlled substance laws of the State of Alabama.

RESOLUTION NO. 22-____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into a Memorandum of Understanding by and between the City of Huntsville, Madison County District Attorney's Office, Madison County Sheriff's Department, the City of Madison, Alabama, and the Federal Bureau of Investigation, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said Memorandum of Understanding is substantially in words and figures similar to that certain document attached hereto and identified as "Memorandum of Understanding North Alabama Drug Task Force" consisting of twelve (12) pages, and the date of October 27, 2022 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 27th day of October 2022.

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

APPROVED this the 27th day of October 2022.

Mayor of the City of
Huntsville, Alabama

MEMORANDUM OF UNDERSTANDING
NORTH ALABAMA DRUG TASK FORCE

Table of Contents

PURPOSE....2

PROBLEM STATEMENT....2

NEED STATEMENT....2

Section I. Goals and Directives....3

Section II. Executive Board....3

Section III. Meetings....4

Section IV. Voting....4

Section V. Personnel....4

Section VI. Salaries and Duty Assignments....4

Section VII. Vehicles....5

Section VIII. Seizure and Forfeiture....5

Section IX. Claims....5

Section X. Termination....6

Section XI. No Joint Venture or Partnership Created....6

Section XII. Effect of Headings and Table of Contents....6

Section XIII. Date of Memorandum....6

Section XIV. Severability Clause....6

Section XV. Governing Law....7

Section XVI. Counterparts....7

Section XVII. Entire Agreement....7

Section XVIII. No Implied Waivers....7

Section XIX. Amendment of Memorandum....7

President of The City Council of the
City of Huntsville, Alabama
Date: 10/27/2022

MEMORANDUM OF UNDERSTANDING

NORTH ALABAMA DRUG TASK FORCE

THIS MEMORANDUM OF UNDERSTANDING (hereinafter, the "Memorandum") made and executed this 20th day of September, 2022 by and between the Alabama Law Enforcement Agency, Madison County District Attorney, the Madison County Sheriff's Department, the City of Madison, the Federal Bureau of Investigation, and the City of Huntsville (each of which is sometimes referred to herein individually as an "agency" and collectively as the "agencies").

PURPOSE

This Memorandum memorializes and certifies that the above-mentioned agencies have agreed to continue to work in conjunction with each other to effectively enforce the controlled substance laws of the State of Alabama as expressed in the Alabama Criminal Code Title 13A, Code of Alabama, 1975, and applicable federal criminal statutes, including, but not limited to, those found in Title 21 of the United States Code. These cooperative enforcement efforts shall continue to be accomplished by the utilization of a drug task force rather than relying totally on individual agency enforcement efforts. This task force concept helps insure a well-coordinated, drug enforcement program and increases the flow of drug-related intelligence information between the various law enforcement agencies in the North Alabama area.

PROBLEM STATEMENT

Illegal drug traffic and associated crime continues to be a problem in North Alabama. The location of high-tech industry with high salaries in the area and associated publicity attracts even more of the criminal element, which can be identified as a prime cause for the increase in major crimes.

Drug overdoses, burglaries, and thefts committed to finance drug use also continue to occur. Intelligence information obtained by law enforcement agencies suggests an increase in the number of drug users and traffickers who are operating with increasing volume. The known instances of out-of-state subjects appearing with large amounts of marijuana, cocaine, heroin, and illegal prescription medications have also increased. Furthermore, increased use of illegal narcotics and drug-related overdose deaths present new challenges that are best addressed by coordination among law enforcement.

NEED STATEMENT

Traffickers must not be able to operate with little fear of detection and prosecution. No single agency within North Alabama has the resources necessary to combat the narcotics problem on its own. Working together, the agencies will commit sufficient resources to maintain a sustained drug enforcement program that drug dealers should consider a serious threat.

During the past several years, numerous potential drug investigations have been successful because of the additional manpower, vehicles, and other resources brought together by the agencies. Public sentiment against the illegal production, sale, and illegal use of controlled substances has never stronger. This public support serves as a solid foundation for needed and desired increases in the drug enforcement efforts in our area.

Section I.
Goals and Directives

The agencies enter this Memorandum to express their intent to continue the North Alabama Drug Task Force as an Alabama non-profit corporation for the purpose of combining investigative resources in the enforcement of drug, narcotics and controlled substance laws in the State of Alabama and the investigation of other drug-related criminal activity pursuant to Alabama Criminal Code Title 13A and applicable federal law. The specific goals and directives of the North Alabama Drug Task Force are as follows:

1. Initiate investigations involving all levels of drug dealers with the overall objectives of identifying and apprehending major traffickers.

2. Assist police agencies on specific drug problems within their respective jurisdictions as needed.

3. Share with other agencies on specific drug problems within their respective jurisdictions as needed.

4. Provide training to the participating law-enforcement agencies in the areas of narcotics investigations.

5. Conduct public presentations to service club and civic groups at the request of participating agencies.

6. Provide a summary of the quarterly report and an annual report to all participating agencies.

7. Make periodic assessment of the unit's policies and report recommendations for changes to the Executive Board of North Alabama Drug Task Force within 90 days of completion of the assessment.

Section II.
Executive Board

The department head from each participating agency, listed in Section V, shall serve on a governing board which shall be responsible for the overall policies of the North Alabama Drug Task Force. The governing board shall be known as the North Alabama Drug Task Force Executive Board (hereinafter, the "Executive Board" or the "Board"), and shall include:

Police Chief, City of Huntsville
Police Chief, City of Madison
Sheriff, Madison County
Captain, Alabama Law Enforcement Agency
Assistant Special Agent in Charge, FBI Birmingham Field Office

Section III.
Meetings

The North Alabama Drug Task Force Executive Board shall meet on a bi-annual basis for the purpose of reviewing the activities of the North Alabama Drug Task Force. The Board may evaluate and adjust the goals of the unit if drug problems in the North Alabama area suggest such changes.

Section IV.
Voting

Each member of the North Alabama Drug Task Force Executive Board shall have an equal vote. Executive Board members shall attend meetings and vote on North Alabama Drug Task Force business. Four (4) Executive Board members shall constitute a quorum. A majority vote (at least 4 votes) shall be required to pass action items brought before the Board by the North Alabama Drug Task Force Commander. Any action items brought before the Board without the recommendation of the North Alabama Drug Task Force Commander shall require a unanimous vote of all voting members. Representative votes shall be limited to emergency situations.

One member of the Executive Board shall be elected chairman. Minutes of the meeting shall be made on all votes and any other action taken.

Section V.
Personnel

Each participating agency will assign personnel to the North Alabama Drug Task Force as follows:

Alabama Law Enforcement Agency – four full-time officers
City of Huntsville Police Department – ten full-time officers
City of Madison Police Department – one full-time officer
Madison County Sheriff's Department -- one full-time officer
FBI Birmingham--one part-time agent

Section VI.
Salaries and Duty Assignments

Each participating agency shall be responsible for the full payment of salary for their personnel assigned to the unit and such salary shall be deemed to be full salary, due and payable to such assigned personnel while on duty with the unit. Overtime compensation will be approved by each agency for its participating personnel under its rules and regulations. Any issue raised by an agency concerning the propriety of the hours worked (or to be worked), the tasks or responsibilities assigned to its personnel shall be raised first with the North Alabama Drug Task Force Commander and, if not satisfactorily resolved, with the Executive Board at any regular or special meeting. Each North Alabama Drug Task Force member that is assigned in a full-time task force officer (TFO) capacity to a federal agency shall have all overtime compensation paid for by that federal agency, subject to those funds being allocated by Congress to each said federal agency for the purpose of overtime compensation, and subject to appropriate designation as funding for the High Intensity Drug Trafficking Area (HIDTA) Task Force.

Section VII.
Vehicles

North Alabama Drug Task Force shall be responsible for providing a vehicle for personnel assigned, if available. Discretion as to the source of such vehicles shall be determined by the North Alabama Drug Task Force Commander with approval by the board, which may include agency owned, leased, rented, and/or other vehicles that may be borrowed or paid for by private contribution through civic organizations, etc., consistent with policies adopted by the parent agency. This responsibility shall include insurance, gas, oil, maintenance, radio installation, and any other expenses associated with each vehicle. It should be the responsibility of any federal agency participating in North Alabama Drug Task Force to provide full-time task force officers (TFOs) with assigned vehicles. This responsibility shall include insurance, gas, oil, maintenance, radio installation, and any other expenses associated with each vehicle. It is noted that the NADTF is not an FBI-led task force and that any full-time TFO assigned to an FBI-led taskforce would be provisioned a vehicle as detailed in the Memorandum of Understanding (MOU) between the FBI and the TFO's agency.

Section VIII.
Seizure and Forfeiture

The Board, as it may deem appropriate, may adopt policies and/or regulations concerning seizures, forfeitures, and condemnation procedures, including the equitable division of those seizures amongst the participating agencies. State and Federal equitable Division policies will be based on agency participation, and the recommendation of the North Alabama Drug Task Force Commander. The Board shall adopt a State forfeitures/seizures policy at least annually. Equitable division of State and Federal forfeitures/seizures shall follow the below North Alabama Drug Task Force Seizure Split chart:

NORTH ALABAMA DRUG TASK FORCE Seizure Split for State Cases		
Agency	ORI	Percentage Split
North Alabama Drug Task Force Unit	AL # 04701100	30%
Huntsville Police Department	AL #0470100	30%
Madison Co. District Attorney's Office	AL # 047015A	25%
Madison County Sheriff's Department	AL # 0470000	5%
Madison Police Department	AL # 0470200	5%
Alabama Law Enforcement Agency	AL # ALEA0000	5%

Section IX.
Claims

Each party to this Memorandum shall be solely liable for all claims, demands, damages, attorneys' fees, and other costs arising from or relating to the respective party's performance under this Memorandum, including, but not limited to, all liability, claims, demands, attorneys' fees, and other costs arising from or relating to any defects in the vehicles or other equipment supplied or operated by the respective party pursuant to this Memorandum and/or negligent acts or omissions of an employee of the respective party which occurs in the performance of this Memorandum.

Each participating agency shall be solely liable for any and all worker's compensation benefits for personnel which are employed by them and are injured in the course and scope of their duties while assigned to the North Alabama Drug Task Force.

Section X.
Termination

Any jurisdiction desiring to terminate its participation in this Agreement shall indicate such intent, in writing to the North Alabama Drug Task Force Executive Board. Termination of participation in this Agreement by such jurisdiction shall be deemed to take effect not less than thirty (30) days upon written communication of intent to the Executive Board. Any obligation of an agency to defend any actions, claims or lawsuits arising from its performance under this Memorandum shall survive termination of this Memorandum by any party.

Section XI.
No Joint Venture or Partnership Created

This Memorandum is not intended to form, nor can be construed to form, either explicity, implicity or otherwise, a joint venture, partnership, or other formal business organization. No agency participating in North Alabama Drug Task Force can be bound by another agency participating in North Alabama Drug Task Force acting as its agent except as specifically stated in this Memorandum.

Section XII.
Effect of Headings and Table of Contents

The Section headings herein and in the Table of Contents are for convenience only and shall not affect the construction hereof.

Section XIII.
Date of Memorandum

The date of this Memorandum is intended as and for a date for the convenient identification of this Memorandum and is not intended to indicate that this Memorandum was executed and delivered on said date.

Section XIV.
Severability Clause

If a court holds any part, term, or provision of this Agreement to be unenforceable, the validity of the remaining portions, terms or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision.

Section XV.
Governing Law

This Memorandum shall be construed in accordance with and governed by the laws of the State of Alabama.

Section XVI.
Counterparts

This Memorandum may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

Section XVII.
Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the matters addressed herein.

Section XVIII.
No Implied Waivers

The failure of either party to this Memorandum to insist upon the performance of any of the terms and conditions of this Memorandum, or the waiver of any breach of any of the terms and conditions of this Memorandum, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

Section XIX.
Amendment of Memorandum

This Memorandum may be amended with the written consent of each of the agencies which is a party hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed, and their respective corporate seals to be hereunto affixed and attested.

CITY OF HUNTSVILLE, ALABAMA

Mayor Tommy Battle

Police Chief Kirk Giles

Mayor Tommy Battle

Police Chief Kirk Giles

MADISON COUNTY DISTRICT ATTORNEY

Robert L. Broussard, District Attorney

MADISON COUNTY SHERIFF'S DEPARTMENT

Sheriff Kevin Turner

CITY OF MADISON

Mayor Paul Finley

Police Chief Johnny Gandy

FEDERAL BUREAU OF INVESTIGATION

MADISON COUNTY DISTRICT ATTORNEY

Robert L. Broussard, District Attorney

MADISON COUNTY SHERIFF'S DEPARTMENT

Sheriff Kevin Turner

CITY OF MADISON

Mayor Paul Finley

Police Chief Johnny Gandy

FEDERAL BUREAU OF INVESTIGATION

Johnnie Sharp
Special Agent in Charge

ALABAMA LAW ENFORCEMENT AGENCY

Secretary Hal Taylor

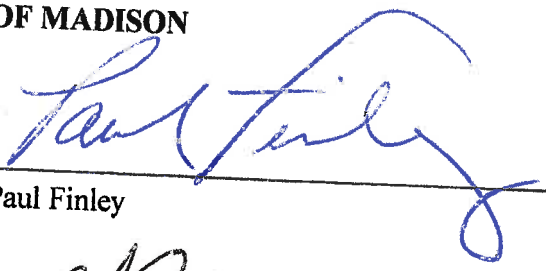
MADISON COUNTY DISTRICT ATTORNEY

Robert L. Broussard, District Attorney

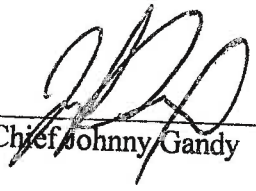
MADISON COUNTY SHERIFF'S DEPARTMENT

Sheriff Kevin Turner

CITY OF MADISON



Mayor Paul Finley



Police Chief Johnny Gandy

FEDERAL BUREAU OF INVESTIGATION

Johnnie Sharp
Special Agent in Charge

ALABAMA LAW ENFORCEMENT AGENCY

Secretary Hal Taylor

MADISON COUNTY DISTRICT ATTORNEY

Robert L. Broussard, District Attorney

MADISON COUNTY SHERIFF'S DEPARTMENT

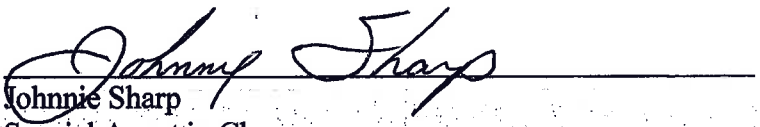
Sheriff Kevin Turner

CITY OF MADISON

Mayor Paul Finley

Police Chief Johnny Gandy

FEDERAL BUREAU OF INVESTIGATION



Johnnie Sharp
Special Agent in Charge

ALABAMA LAW ENFORCEMENT AGENCY

Secretary Hal Taylor

MADISON COUNTY DISTRICT ATTORNEY

Robert L. Broussard, District Attorney

MADISON COUNTY SHERIFF'S DEPARTMENT

Sheriff Kevin Turner

CITY OF MADISON

Mayor Paul Finley

Police Chief Johnny Gandy

FEDERAL BUREAU OF INVESTIGATION

Johnnie Sharp
Special Agent in Charge

ALABAMA LAW ENFORCEMENT AGENCY

Secretary Hal Taylor

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** 2022-0947

Department: **Community Development**

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

Resolution authorizing the Mayor to execute Modification No. 3 to the Agreement between the City of Huntsville, Alabama and First Stop, Inc. for the use of CDBG-CV funds.

Resolution No.

Finance Information:

Account Number: 515520

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 220,299.95

Grant Title - CFDA or granting Agency: CDBG-CV

Resolution #: 21-1036

Location:

Address: 206 Stokes Street NW, Huntsville, AL 35805
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☒ District 5 ☐

Additional Comments:

Contract with First Stop, Inc. to modify Resolution No. 21-1036 for the allocation of additional CDBG-CV funding to be expended on street outreach case management.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** TMP-2194

Department: **Community Development**

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

Resolution authorizing the Mayor to execute Modification No. 3 to the Agreement between the City of Huntsville, Alabama and First Stop, Inc. for the use of CDBG-CV funds.

Resolution No.

Finance Information:

Account Number: 515520

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 220,299.95

Grant Title - CFDA or granting Agency: CDBG-CV

Resolution #: 21-1036

Location:

Address: 206 Stokes Street NW, Huntsville, AL 35805
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☒ District 5 ☐

Additional Comments:

Contract with First Stop, Inc. to modify Resolution No. 21-1036 for the allocation of additional CDBG-CV funding to be expended on street outreach case management.

RESOLUTION NO. 22-_____

WHEREAS, the City of Huntsville, Alabama previously entered into an agreement between First Stop, Inc., for services pursuant to a grant award for FY19 Community Development Block Grant-Coronavirus (CDBG-CV) No. B-20-MW-01-0005 from the United States Government under Coronavirus Aid, Relief, and Economic Security Act or the "CARES Act," and

WHEREAS, First Stop, Inc. requested to amend Section I (BUDGET) and Section II (TIME OF PERFORMANCE) of their agreement.

NOW, THEREFORE, **BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor of the City of Huntsville is hereby authorized, requested and directed to execute "Modification No. 3 to the Agreement between the City of Huntsville, Alabama and First Stop, Inc. for the use of CDBG-CV funds," consisting of two (2) pages, and the date of October 27, 2022, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville.

ADOPTED this the 27th day of October, 2022.

_____

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

APPROVED this the 27th day of October, 2022.

_____

Mayor of The City of Huntsville, Alabama

STATE OF ALABAMA)

COUNTY OF MADISON)

Modification No. 3 to the Agreement Between the City of Huntsville, Alabama and First Stop, Inc. for the use of CDBG-CV funds.

MODIFICATION NO. 3

THIS MODIFICATION NO. 3 IS MADE TO THE AGREEMENT entitled "Agreement Between the City of Huntsville, Alabama and First Stop, Inc., as approved by Resolution No. 21-1036 and modified by Resolution No. 22-335 and Resolution No. 22-454, for the use of CDBG-CV funds" as referenced above and is entered into on this the 27th day of October, 2022 by and between the City of Huntsville, Alabama (City) and First Stop, Inc. (Agency).

WITNESSETH

WHEREAS, the Agency has indicated a need to amend their Budget (Section I) and Time of Performance (Section II);

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 Agreement as follows:

Effective October 27, 2022, the Budget (Section I) and Time of Performance (Section II) of the Agreement is deleted and replaced with the following:

I. BUDGET

The CDBG-CV funds shall be during the time of performance and shall be expended as delineated in the budget below:

LINE ITEM	AMOUNT
Salaries	$220,299.95
TOTAL	**$220,299.95**

_____

President of City Council of the City of Huntsville, Alabama
Date: October 27, 2022

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the October 14, 2021 and end on the December 31, 2023. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG-CV funds. The Subrecipient shall forfeit all funds not expended by the end of the term of this Agreement.

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

All other terms and conditions of the Original Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have entered into this agreement, consisting of this page and one (1) preceding page, on the 27th day of October, 2022.

THE CITY OF HUNTSVILLE

_____
Tommy Battle, Mayor
City of Huntsville, Alabama

ATTEST:

_____
Kenneth Benion, City Clerk Treasurer
City of Huntsville, Alabama

FIRST STOP, INC.

By: _____
President

ATTEST:

By: _____
First Stop, Inc.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** 2022-0948

Department: Planning

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

Resolution authorizing the Mayor to enter into an agreement with the Alabama Historical Commission identified as: Federal Subgrant Agreement; United States Department of Interior National Park Service; Program Title: Historic Preservation Fund Grants-in-aid; CFDA Number 15.904; Grant Number AL-22-10020 regarding the Whitesburg Estates National Register Nomination

Resolution No.

Finance Information:

Account Number: 1000-74-00000-515520-00000000-

City Cost Amount: $2800

Total Cost: $7000

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency:

Resolution #: N/A

Location:

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
This grant award will help cover costs associated with preparing and submitting the National Register of Historic Places nomination for Whitesburg Estates.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** TMP-2200

Department: Planning

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

Resolution authorizing the Mayor to enter into an agreement with the Alabama Historical Commission regarding the Whitesburg Estates National Register Nomination

Resolution No.

Ordinance No.

Finance Information:

Account Number: 1000-74-00000-515520-00000000-

City Cost Amount: $2800

Total Cost: $7000

Special Circumstances:

Grant Funded: N/A

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

Resolution #: Click or tap here to enter text.

Location:

Address: N/A

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

Additional Comments:

This grant award will help cover costs associated with preparing and submitting the National Register of Historic Places nomination for Whitesburg Estates.

RESOLUTION NO. 22- _____

BE IT RESOLVED by the City Council of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into an agreement with the Alabama Historical Commission 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 "Federal Subgrant Agreement; United States Department of Interior National Park Service; Program Title: Historic Preservation Fund Grants-in-aid; CFDA Number 15.904; Grant Number AL-22-10020", regarding the Whitesburg Estates National Register Nomination, consisting of (nine) 9 pages, and the date of October 27, 2022, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 27th day of October, 2022.

_____
President or President Pro-Tem
of the City Council of Huntsville, Alabama

APPROVED this the 27th day of October, 2022.

_____
Mayor of the City of Huntsville, Alabama

FEDERAL SUBGRANT AGREEMENT
UNITED STATES DEPARTMENT OF THE INTERIOR
National Park Service
Program Title: Historic Preservation Fund Grants-in-aid
CFDA Number 15.904
Alabama Historical Commission
{Code of Alabama 1975 Section 41-9-249. (3) & (12)}

This grant agreement is entered into by and between
City of Huntsville
(herein called the Grantee) and the Alabama Historical Commission. The Grantee has provided information for this grant agreement in its project application titled
Whitesburg Estates National Register Nomination
According to the terms and conditions set forth herein, the Alabama Historical Commission expects to pay to the Grantee the total amount not to exceed
$4,200.00
from the grantor - United States Department of the Interior.

NOW THEREFORE the parties hereto do mutually agree as follows:

1. AMOUNT OF AGREEMENT. The Alabama Historical Commission agrees to provide $4,200.00 to match the Grantee contributions of $2,800.00 of the total project costs of $7,000.00. If project cost is reduced, then grant monies and matching share may both be proportionally reduced.

Cost for the project will be financed, when eligible for federal participation, not to exceed a maximum sum of $4,200.00 in federal funds. Payment to Grantee shall not exceed $4,200.00.

It is expressly understood that federal funds for this project will be provided from the federal Historic Preservation Fund of the Department of Interior, National Park Service, and that the Alabama Historical Commission will not be liable for any funding. It is further understood that this is a cost reimbursement program and no federal funds will be provided to the Grantee prior to accomplishment of the work for which reimbursement is requested.

2. AUDIT REQUIREMENTS. All funds reimbursed under this agreement are U. S. Department of Interior funds and shall be accounted for by the Grantee and reported in its 2 CFR Part 200 Audit Report as follows:
Federal Grantor: U. S. Department of Interior
Program Title: Historic Preservation Grants-in-aid
Federal CFDA Number: 15.904
Pass-through Grantor: Alabama Historical Commission
Federal Pass-through Grant Number: AL-22-10020
Project Funding Period: 10/01/21 - 9/30/23
Total Grant Award: $4,200.00

The Grantee shall comply with the **2 CFR Part 200 Subpart F, Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507).** If a Federal Compliance Audit in accordance with 2 CFR Part 200, revised or applicable supplement, is performed for the Grantee, a copy of the audit report shall be provided to the Alabama Historical Commission by the Grantee, thirty days after its issuance, for the period which contains this grant agreement.

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

DATE

Delivery of the audit report shall be made directly to:

LaTarra Tetter, Grants and Contracts Manager
The Alabama Historical Commission
468 South Perry Street
Montgomery, Alabama 36130-0900
Latarra.Tetter@ahc.alabama.gov
(334) 230-2680

If requested by The Alabama Historical Commission, the Grantee shall provide the following for each fiscal year which contains this grant: amount of federal funds received from all sources; schedule of federal programs administered; and, if material exceptions are noted in the Grantee's audit, a copy of the responses and corrective actions taken. In the case of a delay in completing the 2 CFR Part 200 single audit for each fiscal year, the Grantee shall provide a justification for not completing the audit in a timely manner.

3. COST AND ACCOUNTING STANDARDS. The financial activities of the Grantee will be consistent with the cost principles identified in **2 CFR 200 Subpart E**, which includes all financial transactions and financial records involving federal grant funds.

The Grantee shall comply with the **Historic Preservation Fund Grants Manual**, as revised, and as applicable, subject to the restrictions of this grant agreement. The manual can be found at: http://www.nps.gov/preservation-grants/manual/HPF_Manual.pdf

Frequently cited chapters are included in the **Federal Subrecipient Management Guidelines**. The Grantee shall comply with the **Federal Subrecipient Management Guidelines**, as revised, written by the Alabama Historical Commission for pass-through subrecipients under the United States Department of the Interior, National Park Service, Program Title: Historic Preservation Fund Grants-in-aid, CFDA Number 15.904. The Grantee shall comply with applicable federal, state, and local government wide regulations governing the use of these funds.

4. ACCESS TO RECORDS. The Director of the Alabama Historical Commission, the Chief Examiner of Public Accounts, or any of their duly authorized representatives shall have access to any pertinent books, documents, papers, and records of the Grantee for the purpose of making audits, financial reviews, examinations, excerpts and transcripts.

5. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. All Recipient financial and programmatic records, supporting documents, statistical records, and other grants-related projects shall be maintained and available for access in accordance with 2 CFR Part 200.333 – 200.337 and the Historic Preservation Fund Grants Manual.

Financial records, supporting documents, statistical records, and all other records pertinent to a grant must be retained by the Grantee for a period of 3 years or until an acceptable audit has been performed and all claims and audit findings involving the records have been resolved. The 3-year retention period starts from the date of the submission of the final expenditure report. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigations, claims, or audit findings involving the records have been resolved. Records for nonexpendable property acquired with Federal funds must be retained for 3 years after the final disposition of the property.

6. NOT TO CONSTITUTE A DEBT TO THE STATE. It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment No. 26. It is further agreed that if any provision of this Grant Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Grant Agreement, be enacted, then that conflicting provision in the Grant Agreement shall be deemed null and void. The Grantee sole remedy for the settlement of any and all disputes arising under the terms of the Grant Agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

7. CONFLICT OF INTEREST. The Grantee, by their signature, certifies that to the best of their knowledge and belief no conflicts of interest(s) existed or now exist which have, may have, or have had an effect on the grant award. Conflict is defined in 2 CFR Part 200 Subpart B.

8. LOBBYING. The Grantee shall conform to the text of 18 U.S.C. 1913 and no contract will be processed which does not include the text of 18 U.S.C. 1913 as set forth in the following paragraph. "The Contractor shall be responsible to see that no part of this money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or its Department or agencies from communicating to Members of Congress on the request of any Member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business."

9. PUBLIC INFORMATION AND ENDORSEMENTS. The Grantee and/or consultant must include acknowledgement of grant support from the Historic Preservation Fund of the National Park Service, Department of Interior, and a nondiscrimination statement in all publications and videos assisted with grant monies and/or concerning NPS grant-supported activities. At least two digital copies of any publications or video concerning NPS grant-assisted activities, or published with NPS grant assistance, must be furnished to the NPS Grant Awarding Official or Alabama Historical Commission within 30 calendar days of publication. All publications, audio, and video must contain the following disclaimer and acknowledgement of NPS support: "Partially funded by the Historic Preservation Fund, National Park Service, Department of Interior. Any opinions, findings, and conclusions or recommendations expressed in this material do not necessarily reflect the views of the Department of Interior." All consultants hired by the Grantee must be informed of this requirement. The National Park Service shall have a royalty-free right to republish any published material generated by this grant. Use of an allowable NPS logo with prior permission is permissible.

10. POLITICAL ACTIVITY. The Grantee will comply with the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328 et seq.) regarding political activity by public employees or those paid in whole or in part with federal funds. None of the funds, materials, property, or services contributed by the Grantee or the Alabama Historical Commission under this Grant Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate in public office.

11. DISCRIMINATION. The Grantee will comply with Title VI, Section 504, and Americans with Disabilities Act and will abide by and incorporate the following requirements in all contracts; if any, for

services covered by this contract:
"In the carrying out of the contract work, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, or handicap. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, sex, age, national origin, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; 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, notice to be provided by the Government setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, national origin, or handicap."

12. DISPUTE RESOLUTION. In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

13. DURATION OF AGREEMENT. This agreement is effective on the date that it is fully executed and will end on September 30, 2023. All expenditures of Grant and Matching Share must be incurred within the time period of this grant agreement. Obligations outstanding as of the official grant agreement termination date should be liquidated within 15 days thereafter.

14. GRANT MANAGEMENT. The Alabama Historical Commission contact person for standards of work such as compliance with the Secretary of Interior's Standards and acceptable workmanship under this grant agreement is:

Paige Thomas
Alabama Historical Commission
468 South Perry Street
Montgomery, Alabama 36130-0900
(334) 230-2643
Paige.Thomas@ahc.alabama.gov

The Alabama Historical Commission contact person for contract, financial and accounting compliance under this grant agreement is:

LaTarra Tetter, Grants and Contracts Manager
Alabama Historical Commission
468 South Perry Street
Montgomery, Alabama 36130
Courier delivery zip code 36104

(334)230-2680
Latarra.tetter@ahc.alabama.gov

The grantee contact person for plan and execution of work under this grant agreement is:
Katie Stamps
308 Fountain Circle
Huntsville, AL 35801
katherine.stamps@huntsvilleal.gov
256-650-4779

The project director for work under this grant agreement is:
Katie Stamps
308 Fountain Circle
Huntsville, AL 35801
katherine.stamps@huntsvilleal.gov
256-650-4779

The grantee contact person for financial management and documentation under this grant agreement is:
Whitney Gentry
308 Fountain Circle
Huntsville, AL 35801
whitney.gentry@huntsvilleal.gov
256-427-5432

15. PERFORMANCE OF THE WORK. Project work is scheduled to begin immediately and to be completed prior to 09/30/2023. Prior approval of work planned and accomplished, progress reports, delivery of products must be on schedule when receiving reimbursement of grant funds.

16. ADMINISTRATION OF THE GRANT. The federal fiscal year is from October 1st to September 30th. All costs incurred under this agreement must be reported for each federal fiscal year no later than October 15th of the succeeding fiscal year. Costs not reported in a timely manner are subject to disallowance and may not be reimbursed to Grantee.

The Grantee will not solicit competitive sealed bids until each request for price quotes; bid package (plans, specifications, estimates, invitation for sealed bids, etc.) is approved by the Alabama Historical Commission contact person for contract, financial and accounting compliance. Two or more responsible suppliers must be willing and able to compete effectively for the grantee's business.

The Grantee will not solicit proposals for professional services until each request for proposals (RFP) is approved by the Alabama Historical Commission contact person for contract, financial and accounting compliance. Proposals are to be requested from a number of sources and may only be used if conditions are not appropriate for the use of competitive sealed bids. Two or more responsible professionals should be willing and able to compete effectively for the grantee's business.

The grantee shall have its contractual agreements reviewed by the Alabama Historical Commission for compliance with this grant agreement. The Grantee will not award the contract or work until it has received approval from the Alabama Historical Commission contact person for contract, financial and accounting compliance.

The Grantee's in-state and out-of-state travel reimbursements are limited to the rates and amounts prescribed in the State of Alabama's Comptroller Manual. The State Comptroller Manual can be viewed in its entirety at the following website: http://comptroller.alabama.gov/Docs/FPPM%2010-2011.pdf

17. SCOPE OF WORK/WORK TO BE PERFORMED. Prepare and submit National Register of Historic Places nomination for the proposed Whitesburg Estates district.

The Grantee shall carry out this agreement in the manner and to the full extent as set forth in the Grantee's Application to the Alabama Historical Commission, or as subsequently modified in this grant agreement

The Grantee shall, in a satisfactory manner as determined by the Alabama Historical Commission, perform activities of the National Historic Preservation Act of 1966, as amended, in accordance with regulations promulgated by the National Park Service.

The Grantee agrees that all work done under this agreement shall satisfy general requirements of the Alabama Historical Commission and the U. S. Department of the Interior. All project work will be carried out in conformance with the Secretary of the Interior's Standards for Archaeology and Historic Preservation. Work will be performed in accordance with the Secretary of the Interior's "Standards and Guidelines for Planning, Identification, Evaluation and Registration."

18. INTERIM PERFORMANCE SCHEDULE, PROGRESS REPORTS, FINAL PRODUCTS AND REPORT. Monitoring and verification of work completed by Responsible Alabama Historical Commission staff member named above is necessary before payment of grant share of expenses can be made. During the project, Grantee shall submit the following for approval and/or verification to the Alabama Historical Commission by the dates indicated below. Failure by the Grantee to meet this Performance Schedule is reasonable cause for termination of this grant agreement by the Alabama Historical Commission. Amount of Grant Share Requested for Payment should not exceed the Payment Amount indicated below.

TIME PRODUCT ESTIMATED PAYMENT SCHEDULE

Performance Progress Reports and Estimated Payment for each Completed Step	Estimated Payment
08/01/2022-08/28/2022 Submit grant agreement to Huntsville City Council for approval	$00.00
08/29/2022-11/29/2022 Issue RFP, contract with consultant, consultant begins gathering information, hold public meeting	$1050.00
11/30/2022-03/31/2023 Review/revise surveys, further develop historical narrative. Submit draft for nomination to review	$1050.00
05/01/2023-09/01/2023 Submit final draft for review	$1050.00
09/02/2023-09/30/2023 Conduct final public meeting	$1050.00
TOTAL GRANT SHARE PAYMENT	$4200.00

Acceptance of work -- The Grantee's professional consultant shall not invoice for his or her work for

step 1 above until the Alabama Historical Commission contact person for standards of work accepts the product of the consultant. This is done so that an invoice can be reimbursed for the same fiscal year that reimbursement is approved by the Alabama Historical Commission.

Survey and Registration Project Budgets:
36 CFR 60.6. "The list of owners shall be obtained from either official land recordation records or tax records . . . within 90 days prior to the notification of intent to nominate . . .. The State is responsible for notifying only those owners whose names appear on the list consulted. Where there is more than one owner on the list, each separate owner shall be notified."

A statement must be provided to document who obtained property owner addresses to meet National Register property owner notification requirements, date information was obtained and where information was obtained.

In addition, the city will provide a public notice in a newspaper with a wide circulation in the local area to notify local property owners of the pending nomination and again when the listing is made final by the National Park Service. The city will post a notice on their city website on the pending nomination and again when the listing is made final by the National Park Service.

In the case where the schedule of work is not met by the Grantee and/or the Alabama Historical Commission is not able to accept the work of the consultant according to this grant agreement, payment to the Grantee will be forfeited.

WHEN TO SEND GRANTEE COST REPORT
The Grantee Cost Report must be submitted according to the schedule below for each expense period by the due dates specified.

GRANTEE COST REPORT

EXPENSE PERIOD	DUE FROM GRANTEE
April 1, 2022 – June 30, 2022	July 15, 2022
July 1, 2022 – September 30, 2022	October 15, 2022
October 1, 2022 – December 31, 2022	January 15, 2023
January 1, 2023– March 31, 2023	April 15, 2023
April 1, 2023 – June 30, 2023	July 15, 2023
July 1, 2023 – September 30, 2023	October 15, 2023

All costs incurred between October 1, 2021 and September 30, 2023 - not reported by October 15, 2023, are subject to disallowance and may not be reimbursed to Grantee.

19. NATIONAL ENVIRONMENTAL POLICY ACT. All National Park Service Historic Preservation Fund grant actions are subject to the provisions of National Environmental Policy Act (NEPA) and the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA (40 CFR 1500-1508). The national policy concerning the assessment of the environmental impact of Federal and federally funded actions is contained in National Environmental Policy Act of 1969 (42 U.S.C. 4321-4347).

20. GENERAL PROVISIONS. The Grantee will comply with the following Federal regulations:
a) 2 CFR 182 & 1401, Government-wide Requirements for a Drug-Free Workplace;
b) 2 CFR 180 & 1400, Non-procurement Debarment and Suspension, previously located at 43 CFR

Part 42, Government wide Debarment and Suspension;
c) 43 CFR 18, New Restrictions on Lobbying;
d) 2 CFR 175, Trafficking Victims Protection Act of 2000;

21. PATENTS AND INVENTIONS. Recipients of agreements which support experimental, developmental, or research work shall be subject to applicable regulations governing patents and inventions, including the government-wide regulations issued by the Department of Commerce at 37 CFR 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements. These regulations do not apply to any agreement made primarily for educational purposes.

22. TERMINATION OF AGREEMENT. If, through any cause, the Grantee shall fail to fulfill in timely and proper manner its obligations under this agreement, or violates any of the covenants, agreements, or stipulations of this agreement, the Alabama Historical Commission shall thereupon have the right to terminate or suspend this agreement by giving written notice to the Grantee of such termination or suspension and specifying the effective date thereof, at least fifteen days before such effective date.

IN WITNESS WHEREOF, the parties to this agreement have caused same to be executed

CITY OF HUNTSVILLE
CHIEF ADMINISTRATIVE OFFICER

Signature Date

CHIEF FISCAL OFFICER
As chief fiscal officer, I understand that this federal subgrant agreement is a federal pass-through grant and that it must be included in the City of Huntsville Single Audit as required by Office of Management and Budget (OMB) 2 CFR Part 200 Subpart F, as applicable.

Signature Date

ALABAMA HISTORICAL COMMISSION

Lisa D. Jones Date
Executive Director

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** 2022-0949

Department: Planning

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

Resolution authorizing the Mayor to enter into a grant agreement with the Alabama Historical Commission identified as: Federal Subgrant Agreement; United States Department of Interior National Park Service; Program Title: Historic Preservation Fund Grants-in-aid; CFDA Number 15.904; Grant Number AL-22-10019 regarding the Survey of Terry Heights Phase 1

Resolution No.

Finance Information:

Account Number: 1000-74-00000-515520-00000000-

City Cost Amount: $ 7200

Total Cost: $ 18,000

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location:

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
This grant award will allow for a survey to be conducted to evaluate the eligibility of Terry Heights Phase 1 for listing on the National Register of Historic Places.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** TMP-2196

Department: Planning

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a grant agreement with the Alabama Historical Commission regarding the Survey of Terry Heights Phase 1

Resolution No.

Ordinance No.

Finance Information:

Account Number: 1000-74-00000-515520-00000000-

City Cost Amount: **$** 7200

Total Cost: **$** 18,000

Special Circumstances:

Grant Funded: **$** N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location:

Address: N/A

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

Additional Comments:

This grant award will allow for a survey to be conducted to evaluate the eligibility of Terry Heights Phase 1 for listing on the National Register of Historic Places.

RESOLUTION NO. 22- _____

BE IT RESOLVED by the City Council of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into an agreement with the Alabama Historical Commission 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 "Federal Subgrant Agreement; United States Department of Interior National Park Service; Program Title: Historic Preservation Fund Grants-in-aid; CFDA Number 15.904; Grant Number AL-22-10019", regarding the Survey of Terry Heights Phase 1, consisting of (nine) 9 pages, and the date of October 27, 2022, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 27th day of October, 2022.

_____
President or President Pro-Tem
of the City Council of Huntsville, Alabama

APPROVED this the 27th day of October, 2022.

_____
Mayor of the City of Huntsville, Alabama

FEDERAL SUBGRANT AGREEMENT
UNITED STATES DEPARTMENT OF THE INTERIOR
National Park Service
Program Title: Historic Preservation Fund Grants-in-aid
CFDA Number 15.904
Alabama Historical Commission
{Code of Alabama 1975 Section 41-9-249. (3) & (12)}

This grant agreement is entered into by and between
City of Huntsville
(herein called the Grantee) and the Alabama Historical Commission. The Grantee has provided information for this grant agreement in its project application titled
Survey of Terry Heights Phase I
According to the terms and conditions set forth herein, the Alabama Historical Commission expects to pay to the Grantee the total amount not to exceed
$10,800.00
from the grantor - United States Department of the Interior.

NOW THEREFORE the parties hereto do mutually agree as follows:

1. AMOUNT OF AGREEMENT. The Alabama Historical Commission agrees to provide $10,800.00 to match the Grantee contributions of $7,200.00 of the total project costs of $18,000.00. If project cost is reduced, then grant monies and matching share may both be proportionally reduced.

Cost for the project will be financed, when eligible for federal participation, not to exceed a maximum sum of $10,800.00 in federal funds. Payment to Grantee shall not exceed $10,800.00.

It is expressly understood that federal funds for this project will be provided from the federal Historic Preservation Fund of the Department of Interior, National Park Service, and that the Alabama Historical Commission will not be liable for any funding. It is further understood that this is a cost reimbursement program and no federal funds will be provided to the Grantee prior to accomplishment of the work for which reimbursement is requested.

2. AUDIT REQUIREMENTS. All funds reimbursed under this agreement are U. S. Department of Interior funds and shall be accounted for by the Grantee and reported in its 2 CFR Part 200 Audit Report as follows:
Federal Grantor: U. S. Department of Interior
Program Title: Historic Preservation Grants-in-aid
Federal CFDA Number: 15.904
Pass-through Grantor: Alabama Historical Commission
Federal Pass-through Grant Number: AL-22-10019
Project Funding Period: 10/01/21 - 9/30/23
Total Grant Award: $10,800.00

The Grantee shall comply with the **2 CFR Part 200 Subpart F, Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507).** If a Federal Compliance Audit in accordance with 2 CFR Part 200, revised or applicable supplement, is performed for the Grantee, a copy of the audit report shall be provided to the Alabama Historical Commission by the Grantee, thirty days after its issuance, for the period which contains this grant agreement.

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

DATE

Delivery of the audit report shall be made directly to:

LaTarra Tetter, Grants and Contracts Manager
The Alabama Historical Commission
468 South Perry Street
Montgomery, Alabama 36130-0900
Latarra.Tetter@ahc.alabama.gov
(334) 230-2680

If requested by The Alabama Historical Commission, the Grantee shall provide the following for each fiscal year which contains this grant: amount of federal funds received from all sources; schedule of federal programs administered; and, if material exceptions are noted in the Grantee's audit, a copy of the responses and corrective actions taken. In the case of a delay in completing the 2 CFR Part 200 single audit for each fiscal year, the Grantee shall provide a justification for not completing the audit in a timely manner.

3. COST AND ACCOUNTING STANDARDS. The financial activities of the Grantee will be consistent with the cost principles identified in **2 CFR 200 Subpart E**, which includes all financial transactions and financial records involving federal grant funds.

The Grantee shall comply with the **Historic Preservation Fund Grants Manual**, as revised, and as applicable, subject to the restrictions of this grant agreement. The manual can be found at: http://www.nps.gov/preservation-grants/manual/HPF_Manual.pdf

Frequently cited chapters are included in the **Federal Subrecipient Management Guidelines**. The Grantee shall comply with the **Federal Subrecipient Management Guidelines**, as revised, written by the Alabama Historical Commission for pass-through subrecipients under the United States Department of the Interior, National Park Service, Program Title: Historic Preservation Fund Grants-in-aid, CFDA Number 15.904. The Grantee shall comply with applicable federal, state, and local government wide regulations governing the use of these funds.

4. ACCESS TO RECORDS. The Director of the Alabama Historical Commission, the Chief Examiner of Public Accounts, or any of their duly authorized representatives shall have access to any pertinent books, documents, papers, and records of the Grantee for the purpose of making audits, financial reviews, examinations, excerpts and transcripts.

5. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. All Recipient financial and programmatic records, supporting documents, statistical records, and other grants-related projects shall be maintained and available for access in accordance with 2 CFR Part 200.333 – 200.337 and the Historic Preservation Fund Grants Manual.

Financial records, supporting documents, statistical records, and all other records pertinent to a grant must be retained by the Grantee for a period of 3 years or until an acceptable audit has been performed and all claims and audit findings involving the records have been resolved. The 3-year retention period starts from the date of the submission of the final expenditure report. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigations, claims, or audit findings involving the records have been resolved. Records for nonexpendable property acquired with Federal funds must be retained for 3 years after the final disposition of the property.

6. NOT TO CONSTITUTE A DEBT TO THE STATE. It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment No. 26. It is further agreed that if any provision of this Grant Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Grant Agreement, be enacted, then that conflicting provision in the Grant Agreement shall be deemed null and void. The Grantee sole remedy for the settlement of any and all disputes arising under the terms of the Grant Agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

7. CONFLICT OF INTEREST. The Grantee, by their signature, certifies that to the best of their knowledge and belief no conflicts of interest(s) existed or now exist which have, may have, or have had an effect on the grant award. Conflict is defined in 2 CFR Part 200 Subpart B.

8. LOBBYING. The Grantee shall conform to the text of 18 U.S.C. 1913 and no contract will be processed which does not include the text of 18 U.S.C. 1913 as set forth in the following paragraph. "The Contractor shall be responsible to see that no part of this money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or its Department or agencies from communicating to Members of Congress on the request of any Member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business."

9. PUBLIC INFORMATION AND ENDORSEMENTS. The Grantee and/or consultant must include acknowledgement of grant support from the Historic Preservation Fund of the National Park Service, Department of Interior, and a nondiscrimination statement in all publications and videos assisted with grant monies and/or concerning NPS grant-supported activities. At least two digital copies of any publications or video concerning NPS grant-assisted activities, or published with NPS grant assistance, must be furnished to the NPS Grant Awarding Official or Alabama Historical Commission within 30 calendar days of publication. All publications, audio, and video must contain the following disclaimer and acknowledgement of NPS support: "Partially funded by the Historic Preservation Fund, National Park Service, Department of Interior. Any opinions, findings, and conclusions or recommendations expressed in this material do not necessarily reflect the views of the Department of Interior." All consultants hired by the Grantee must be informed of this requirement. The National Park Service shall have a royalty-free right to republish any published material generated by this grant. Use of an allowable NPS logo with prior permission is permissible.

10. POLITICAL ACTIVITY. The Grantee will comply with the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328 et seq.) regarding political activity by public employees or those paid in whole or in part with federal funds. None of the funds, materials, property, or services contributed by the Grantee or the Alabama Historical Commission under this Grant Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate in public office.

11. DISCRIMINATION. The Grantee will comply with Title VI, Section 504, and Americans with Disabilities Act and will abide by and incorporate the following requirements in all contracts; if any, for

services covered by this contract:
"In the carrying out of the contract work, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, or handicap. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, sex, age, national origin, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; 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, notice to be provided by the Government setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, national origin, or handicap."

12. DISPUTE RESOLUTION. In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

13. DURATION OF AGREEMENT. This agreement is effective on the date that it is fully executed and will end on September 30, 2023. All expenditures of Grant and Matching Share must be incurred within the time period of this grant agreement. Obligations outstanding as of the official grant agreement termination date should be liquidated within 15 days thereafter.

14. GRANT MANAGEMENT. The Alabama Historical Commission contact person for standards of work such as compliance with the Secretary of Interior's Standards and acceptable workmanship under this grant agreement is:

Paige Thomas
Alabama Historical Commission
468 South Perry Street
Montgomery, Alabama 36130-0900
(334) 230-2643
Paige.Thomas@ahc.alabama.gov

The Alabama Historical Commission contact person for contract, financial and accounting compliance under this grant agreement is:

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The Grantee's in-state and out-of-state travel reimbursements are limited to the rates and amounts prescribed in the State of Alabama's Comptroller Manual. The State Comptroller Manual can be viewed in its entirety at the following website: http://comptroller.alabama.gov/Docs/FPPM%2010-2011.pdf

17. SCOPE OF WORK/WORK TO BE PERFORMED. Survey of 162 properties in the Terry Heights area. This is Phase I of 2.

The Grantee shall carry out this agreement in the manner and to the full extent as set forth in the Grantee's Application to the Alabama Historical Commission, or as subsequently modified in this grant agreement

The Grantee shall, in a satisfactory manner as determined by the Alabama Historical Commission, perform activities of the National Historic Preservation Act of 1966, as amended, in accordance with regulations promulgated by the National Park Service.

The Grantee agrees that all work done under this agreement shall satisfy general requirements of the Alabama Historical Commission and the U. S. Department of the Interior. All project work will be carried out in conformance with the Secretary of the Interior's Standards for Archaeology and Historic Preservation. Work will be performed in accordance with the Secretary of the Interior's "Standards and Guidelines for Planning, Identification, Evaluation and Registration."

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TIME PRODUCT ESTIMATED PAYMENT SCHEDULE

Performance Progress Reports and Estimated Payment for each Completed Step	Estimated Payment
08/01/2022-8/28/2022 Submit grant agreement to Huntsville City Council for approval	$00.00
08/29/2022-11/29/2022 Issue RFP, contract with consultant, consultant begins gathering information, hold public meeting	$2200.00
11/30/2022-04/31/2023 Conduct field work, prepare surveys and maps. Develop historical narrative. Submit draft for review.	$6480.00
04/01/2023-08/30/2023 Submit final draft and conduct public meeting.	$2700.00
	$00.00
TOTAL GRANT SHARE PAYMENT	$10,800.00

Acceptance of work -- The Grantee's professional consultant shall not invoice for his or her work for step I above until the Alabama Historical Commission contact person for standards of work accepts the

product of the consultant. This is done so that an invoice can be reimbursed for the same fiscal year that reimbursement is approved by the Alabama Historical Commission.

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36 CFR 60.6. "The list of owners shall be obtained from either official land recordation records or tax records . . . within 90 days prior to the notification of intent to nominate . . .. The State is responsible for notifying only those owners whose names appear on the list consulted. Where there is more than one owner on the list, each separate owner shall be notified."

A statement must be provided to document who obtained property owner addresses to meet National Register property owner notification requirements, date information was obtained and where information was obtained.

In addition, the city will provide a public notice in a newspaper with a wide circulation in the local area to notify local property owners of the pending nomination and again when the listing is made final by the National Park Service. The city will post a notice on their city website on the pending nomination and again when the listing is made final by the National Park Service.

In the case where the schedule of work is not met by the Grantee and/or the Alabama Historical Commission is not able to accept the work of the consultant according to this grant agreement, payment to the Grantee will be forfeited.

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GRANTEE COST REPORT

EXPENSE PERIOD	DUE FROM GRANTEE
July 1, 2022 – September 30, 2022	October 15, 2022
October 1, 2022 – December 31, 2022	January 15, 2023
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All costs incurred between October 1, 2021 and September 30, 2023 - not reported by October 15, 2023, are subject to disallowance and may not be reimbursed to Grantee.

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20. GENERAL PROVISIONS. The Grantee will comply with the following Federal regulations:
a) 2 CFR 182 & 1401, Government-wide Requirements for a Drug-Free Workplace;
b) 2 CFR 180 & 1400, Non-procurement Debarment and Suspension, previously located at 43 CFR Part 42, Government wide Debarment and Suspension;

c) 43 CFR 18, New Restrictions on Lobbying;
d) 2 CFR 175, Trafficking Victims Protection Act of 2000;

21. PATENTS AND INVENTIONS. Recipients of agreements which support experimental, developmental, or research work shall be subject to applicable regulations governing patents and inventions, including the government-wide regulations issued by the Department of Commerce at 37 CFR 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements. These regulations do not apply to any agreement made primarily for educational purposes.

22. TERMINATION OF AGREEMENT. If, through any cause, the Grantee shall fail to fulfill in timely and proper manner its obligations under this agreement, or violates any of the covenants, agreements, or stipulations of this agreement, the Alabama Historical Commission shall thereupon have the right to terminate or suspend this agreement by giving written notice to the Grantee of such termination or suspension and specifying the effective date thereof, at least fifteen days before such effective date.

IN WITNESS WHEREOF, the parties to this agreement have caused same to be executed

CITY OF HUNTSVILLE
CHIEF ADMINISTRATIVE OFFICER

Signature Date

CHIEF FISCAL OFFICER
As chief fiscal officer, I understand that this federal subgrant agreement is a federal pass-through grant and that it must be included in the City of Huntsville Single Audit as required by Office of Management and Budget (OMB) 2 CFR Part 200 Subpart F, as applicable.

Signature Date

ALABAMA HISTORICAL COMMISSION

Lisa D. Jones Date
Executive Director

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** 2022-0950

Department: Legal

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

Resolution authorizing City Attorney to settle the case of Vanessa Davis v. City of Huntsville (47-CV-2022-900146.00)

Resolution No.

Finance Information:

Account Number: 1000-19-00000-515190-00000000

City Cost Amount: $ 9,000

Total Cost: $ 9,000

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location:

Address:

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

Additional Comments:

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** TMP-2198

Department: Legal

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

Resolution authorizing City Attorney to settle the case of Vanessa Davis v. City of Huntsville (47-CV-2022-900146.00)

Resolution No.

Finance Information:

Account Number: 1000-19-00000-515190-00000000

City Cost Amount: $ 9,000

Total Cost: $ 9,000

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location:

Address:

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

Additional Comments:

RESOLUTION NO. 22-____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the City Attorney is hereby authorized, directed, and requested to settle the case of Vanessa Davis v. City of Huntsville for the total amount of $9,000.00 (Civil Case No. 47-CV-2022-900146.00).

ADOPTED this the 27th day of October, 2022.

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

APPROVED this the 27th day of October, 2022.

_____
Mayor of the City of
Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** 2022-0951

Department: Legal

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

Resolution authorizing City Attorney to settle the case of Donald Felix Vann (Civil Case No. 47-CV-2021-901268.00)

Resolution No.

Finance Information:

Account Number: 1000-19-00000-515190-00000000

City Cost Amount: $ 124,812.75

Total Cost: $124,812.75

Special Circumstances:

Grant Funded: $ No

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location:

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** TMP-2199

Department: Legal

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

Resolution authorizing City Attorney to settle the case of Donald Felix Vann (Civil Case No. 47-CV-2021-901268.00)

Resolution No. N/A

Finance Information:

Account Number: 1000-19-00000-515190-00000000

City Cost Amount: **$** 124,812.75

Total Cost: $124,812.75

Special Circumstances:

Grant Funded: **$** No

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location:

Address: **N/A**

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

Additional Comments:

RESOLUTION NO. 22-____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the City Attorney is hereby authorized, directed, and requested to settle the case of Donald Felex Vann v. Lamar S. Benson, et al. for the total amount of $124,812.75 (Civil Case No. 47-CV-2021-901268.00).

ADOPTED this the 27th day of October, 2022.

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

APPROVED this the 27th day of October, 2022.

Mayor of the City of
Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** 2022-0952

Department: **Engineering**

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

Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Odessa Sales-Robinson.

Resolution No.

Finance Information:

Account Number: 1000-71-71100-501010-00000000

City Cost Amount: $34,000.00

Total Cost: $34,000.00

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location:

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
Agreement provides for a former retired Accountant I to assist in the Engineering Department with professional accounting fiscal work in the amount of $34,000.00.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** TMP-2139

Department: **Engineering**

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Odessa Sales-Robinson.

Resolution No.

Finance Information:

Account Number: 1000-71-71100-501010-00000000

City Cost Amount: $34,000.00

Total Cost: $34,000.00

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location:

Address: N/A

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

Additional Comments:

Agreement provides for a former retired Accountant I to assist in the Engineering Department with professional accounting fiscal work in the amount of $34,000.00.

RESOLUTION NO. 22-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into a Special Employee Agreement by and between the City of Huntsville and Odessa Sales-Robinson, 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 Odessa Sales-Robinson," consisting of two (2) pages and the date of October 27, 2022, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 27th day of October, 2022.

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

APPROVED this the 27th day of October, 2022.

_____
Mayor of the City of Huntsville, Alabama

SPECIAL EMPLOYEE AGREEMENT
BETWEEN THE CITY OF HUNTSVILLE
AND ODESSA SALES-ROBINSON

(STATE OF ALABAMA)
(COUNTY OF MADISON)

AGREEMENT BETWEEN THE CITY OF HUNTSVILLE
AND SALES-ROBINSON

THIS AGREEMENT is made and entered into on the 27th day of October 2022, by and between Odessa Sales-Robinson, an individual, ("Sales-Robinson") 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. Sales-Robinson shall be employed by the City of Huntsville as "Special Employee" in the Engineering Department and shall be classified as a "Special" employee under the City's Personnel Policies and Procedures Manual.

2. The term of this contract shall be for a period of one (1) year commencing on November 1, 2022.

3. This contract may be terminated by either party upon thirty (30) days written notice being provided to the other party.

4. During the term of this contract, Sales-Robinson shall perform the duties and responsibilities of a Special Employee described as follows; Work involves performing professional accounting or fiscal work and planning and directing the work of accounting and other staff in the maintenance of an accounting, auditing, and/or fiscal program. Work is performed with considerable professional independence according to professional standards, City ordinances and regulations, state law, and federal law and regulations. Work shall be under the direct supervision of the Director of Urban Development.

5. In consideration of the services rendered hereunder, City shall pay to Sales-Robinson at the rate of $42.00 per hour, not to exceed 29 hours per week, with the total sum Not to Exceed $34,000.00 per year which shall be paid bi-weekly in accordance with City's regular, payroll processing system. During the term of this agreement, Sales-Robinson shall not receive any cost-of-living adjustment approved by the City Council for all other employees of the City. In addition, Sales-Robinson shall not receive any benefits available to any employee of the City except those benefits she receives as a result of being retired from regular employment with the City. Sales-

President or President Pro Tem of the City Council of the City of Huntsville, Alabama
Date: October 27, 2022

Robinson shall have no authorization to incur any debt or obligation on behalf of the City. Sales-Robinson shall not receive any benefits available to any employee of the City except those benefits she receives as a result of being retired from regular employment with the City. Sales-Robinson shall have no authorization to incur any debt or obligation on behalf of the City.

6. Sales-Robinson acknowledges that confidential information in the way of financial practices, internal activities and operations, may be made available to her in connection with her work pursuant to this agreement. Sales-Robinson agrees not to disclose the confidential information to any third party at any time following execution of this agreement. This clause shall survive the termination of this agreement.

7. Except as specified herein, Sales-Robinson shall be subject to all policies applicable to part-time employees.

8. This agreement constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the 27th day of October 2022.

_____
Odessa Sales-Robinson, an Individual

CITY OF HUNTSVILLE, ALABAMA
a Municipal Corporation

BY: _____
Tommy Battle
ITS: Mayor

ATTEST:

BY: _____
Kenneth Benion

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** 2022-0953

Department: **Traffic Engineering**

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

Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Dennis Thompson (Traffic Engineering).

Resolution No.

Finance Information:

Account Number: 1000-75-75100-501010-00000000-

City Cost Amount: 32,000

Total Cost: 32,000

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location:

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments: N/A

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** 2022-0954

Department: Traffic Engineering

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

Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Jon Hoffman (Traffic Engineering).

Resolution No.

Finance Information:

Account Number: 1000-75-75300-501010-00000000-

City Cost Amount: 32,000

Total Cost: 32,000

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location:

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments: N/A

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** TMP-2152

Department: Traffic Engineering

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

Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Jon Hoffman (Traffic Engineering).

Resolution No.

Finance Information:

Account Number: 1000-75-75300-501010-00000000-

City Cost Amount: 32,000

Total Cost: 32,000

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location:

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments: N/A

RESOLUTION NO. 22 -____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an Agreement by and between the City of Huntsville and Jon Hoffman, 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 JON HOFFMAN" consisting of three(3) pages and the date of October 27, 2022 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 27th day of October, 2022.

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

APPROVED this the 27th day of October, 2022.

_____
Mayor of the City of Huntsville, Alabama

SPECIAL EMPLOYEE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND JON HOFFMAN

STATE OF ALABAMA)
COUNTY OF MADISON)

SPECIAL EMPLOYEE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND JON HOFFMAN

THIS AGREEMENT is made and entered into on the day of October 27, 2022, by and between Jon Hoffman, an individual, ("Hoffman") 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. Hoffman shall be employed by the City of Huntsville as a Special Employee in the Traffic Engineering Division, 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 Traffic Operations Manager. Hoffman's duties as a 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 Hoffman at the rate of thirty dollars ($30.00) per hour not to exceed twenty-nine (29) hours per week, with the total sum not to exceed $32,000 per year, which shall be paid bi-weekly in accordance with the City's regular payroll processing system. During the term of this agreement, Hoffman shall not receive any cost of living adjustment approved by the City Council for all other employees of the City. In addition, Hoffman shall not receive any benefits available to any employee of the City except those benefits received as a result of being retired from regular employment with the City. Hoffman shall have no authorization to incur any debt or obligation on behalf of the City.

3. The term of this contract shall be for a period of one year commencing on January 3, 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, Hoffman shall be subject to all Policies applicable to part-time employees of the City of Huntsville.

President of the City Council of
the City of Huntsville, Alabama
Date: 10/27/22

6. Hoffman acknowledges that confidential information may be made available to him in connection with his work pursuant to this agreement. Hoffman agrees not to disclose the confidential information to any third party at any time following execution of this agreement. This clause shall survive the termination of this Agreement.

7. This agreement constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

Jon Hoffman, an Individual

CITY OF HUNTSVILLE, ALABAMA
a municipal corporation

BY: _____
Tommy Battle
ITS: Mayor

ATTEST:

BY: _____
Kenneth Benion
ITS: Clerk-Treasurer

ATTACHMENT "A"

Duties of the Traffic Engineering Special Employee

- Completes quarterly routine maintenance routes
- Documents maintenance issues in the form of call tickets
- Responds to daily maintenance calls as needed
- Performs daily locates
- Inventories warehouse deliveries
- Performs routine maintenance tasks
- Assists construction and maintenance crews as needed
- Serves as an inspector for jobs contracted out by City of Huntsville Traffic Engineering
- Performs related work as required

STATE OF ALABAMA)
COUNTY OF MADISON)

SPECIAL EMPLOYEE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND JON HOFFMAN

THIS AGREEMENT is made and entered into on the day of October 27, 2022, by and between Jon Hoffman, an individual, ("Hoffman") 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. Hoffman shall be employed by the City of Huntsville as a Special Employee in the Traffic Engineering Division, 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 Traffic Operations Manager. Hoffman's duties as a 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 Hoffman at the rate of thirty dollars ($30.00) per hour not to exceed twenty-nine (29) hours per week, with the total sum not to exceed $32,000 per year, which shall be paid bi-weekly in accordance with the City's regular payroll processing system. During the term of this agreement, Hoffman shall not receive any cost of living adjustment approved by the City Council for all other employees of the City. In addition, Hoffman shall not receive any benefits available to any employee of the City except those benefits received as a result of being retired from regular employment with the City. Hoffman shall have no authorization to incur any debt or obligation on behalf of the City.

3. The term of this contract shall be for a period of one year commencing on January 3, 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, Hoffman shall be subject to all Policies applicable to part-time employees of the City of Huntsville.

President of the City Council of
the City of Huntsville, Alabama
Date: 10/27/22

6. Hoffman acknowledges that confidential information may be made available to him in connection with his work pursuant to this agreement. Hoffman agrees not to disclose the confidential information to any third party at any time following execution of this agreement. This clause shall survive the termination of this Agreement.

7. This agreement constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

Jon Hoffman, an Individual

CITY OF HUNTSVILLE, ALABAMA
a municipal corporation

BY: _____
Tommy Battle
ITS: Mayor

ATTEST:

BY: _____
Kenneth Benion
ITS: Clerk-Treasurer

ATTACHMENT "A"

Duties of the Traffic Engineering Special Employee

- Completes quarterly routine maintenance routes
- Documents maintenance issues in the form of call tickets
- Responds to daily maintenance calls as needed
- Performs daily locates
- Inventories warehouse deliveries
- Performs routine maintenance tasks
- Assists construction and maintenance crews as needed
- Serves as an inspector for jobs contracted out by City of Huntsville Traffic Engineering
- Performs related work as required

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** 2022-0957

Department: ITS

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

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Hyland Software, Inc. for the Hyland OnBase software upgrade.

Resolution No.

Finance Information:

Account Number: 1000-17-17100-515250-00000000-

City Cost Amount: $26,950.00

Total Cost: $ $26,950.00

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location:

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
Hyland OnBase Software Upgrade

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** TMP-2162

Department: ITS

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

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Hyland Software, Inc. for the Hyland OnBase software upgrade.

Resolution No.

Finance Information:

Account Number: 1000-17-17100-515250-00000000-

City Cost Amount: $26,950.00

Total Cost: $ $26,950.00

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location:

Address: N/A

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

Additional Comments:

Hyland OnBase Software Upgrade

RESOLUTION NO. 22-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama that the Mayor be, and he is 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, Alabama, and Hyland Inc. which said Agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Global Services by Hyland Professional Services Proposal", consisting of nineteen (19) pages, and the date of October 27, 2022 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this 27th day of October 2022.

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

APPROVED this 27th day of October 2022.

_____
Mayor of the City of Huntsville,
Alabama

Global Services
by Hyland

PROFESSIONAL SERVICES PROPOSAL

City of Huntsville

Document Version: 3

Document Date: 22 Sep 2022

THIS PROPOSAL WILL EXPIRE **90** DAYS FROM THE ABOVE DATE UNLESS SIGNED BY BOTH PARTIES.

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All Rights Reserved

Details in this document are based on information given to Hyland Software Inc. and its affiliates and, therefore, subject to change. This document does not represent a commitment on the part of Hyland Software Inc. and its affiliates until executed by both parties and incorporated by reference into a services contract in accordance with the terms of such services contract.

The information contained in this document is confidential and proprietary to Hyland Software Inc. and its affiliates. It is provided solely for the use of City of Huntsville to describe the approach and work being proposed. This information may not be used for any other purpose and may not be further distributed. Any recipient of this document who is unwilling to agree to these conditions should return the document to Hyland Software Inc. and its affiliates without reviewing the contents or making further distribution. Review of this document shall constitute agreement to the restrictions stated above.

RFS# 44995136 (Hyland internal request tracking number)
HSI#: 14498 (Hyland internal Customer number)

TABLE OF CONTENTS

Introduction 1
Proposal Terms & Usage 1
Project Areas 2
  Project 1 – OnBase Upgrade 2
Key Assumptions 8
Customer Obligations 9
Project Change Control Process 12
Pricing 13
  Time and Materials Projects 13
Signatures 14
Appendix 1 – Resource Descriptions 15
Appendix 2 – Deliverable Descriptions 17

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INTRODUCTION

The purpose of this document ("Services Proposal") is to define the goals, scope, fees and other important details supporting the delivery of Professional Services for one or more projects defined in the Project Areas section.

PROPOSAL TERMS & USAGE

Hyland Software Inc. ("Hyland") is pleased to provide the following estimate for professional services related to the use of the OnBase® Information Management System software ("Software") for City of Huntsville ("Customer") as described in the Project Areas section of this document.

The content of this Services Proposal is subject to review and revision by both Hyland and Customer until fully executed by both parties.

Upon execution of this Services Proposal, the Hyland project manager or designated resource will contact Customer project team to discuss project logistics and potential start dates. At this time, Hyland resource availability will be reviewed and presented to Customer. Start times can vary based on existing work volumes. The project(s) will begin upon a mutually agreed upon date as soon as resource availability and Customer availability allow. Once the project start date has been determined, resources will be assigned and scheduled to begin delivery of the services described in this Services Proposal.

Services described in this Services Proposal will be provided in accordance with the terms of the applicable services contract between the parties within which this Services Proposal is incorporated. Such services contract may be a stand-alone services agreement or may be included within the agreement under which Customer licenses software from Hyland, such as a Master Software License, Services and Support Agreement, Hosting Agreement, Subscription Agreement or Framework Agreement. If such services contract provides that services will be provided under a Statement of Work, this Services Proposal shall be considered the Statement of Work. All terms of any purchase order or similar document provided by Customer including but not limited to any Customer pre-printed terms and any terms that are inconsistent or conflict with this Services Proposal shall be null and void.

Please note that some of the resources assigned to perform the Services may be employees of Hyland Software, Inc.'s subsidiaries located in other countries, or may be employees or agents of a third party subcontractor, and Customer's execution of this Services Proposal hereby constitutes consent of the Customer to Hyland Software, Inc.'s engagement of such resources.

After execution, all changes to this Services Proposal will follow the Project Change Control Process. All changes must be made to this Services Proposal through an authorized Change Order unless otherwise agreed to in writing by both Hyland and Customer.

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PROJECT AREAS

Hyland will provide the following Professional Services described within this Services Proposal:

Project 1 – OnBase Upgrade

Scope

Hyland will provide Professional Services to the Customer to upgrade OnBase version EP1 to the latest commercially available release.

Base Upgrade

The base upgrade services provided to the Customer will consist of the following items:

Project initiation

1. Project kick-off and planning activities; and
2. Project Plan.

Technical Planning

1. Infrastructure evaluation to aid with environmental planning. Consultants will review the current infrastructure and general setup or configuration of Software in order to provide recommendations on changes and/or confirmation of infrastructure plans;
2. Review software requirements and prerequisites specific to server and client side setup; and
3. Hyland will provide technical specifications documentation for the Hyland software infrastructure (Technical Architecture Diagram).

Environmental Setup and Upgrade

1. Upgrade two (2) Environments;
2. Upgrade Delivery Plan will be delivered to customer; and
3. Technical Consultant will complete basic software testing to validate general functionality following the upgrade (e.g. user login, client side software installation, core module functionality, general retrieval and archival).

User Testing

1. Ad-hoc consultation following the initial upgrade; and
2. Please review the Add-on Service table for any additional support included in scope.

Production Cut Over

1. Hyland and the Customer will agree on a mutually decided date and time to begin the production cutover;
2. Customer is responsible for notifying users of the system outage, as services and scheduled tasks will be stopped prior to beginning the cutover;
3. Technical Consultant will complete and provide the customer a Cut Over Plan;
4. One (1) day for execution of Production cut over;
5. One (1) day dedicated Go Live assistance immediately following production upgrade;
6. Please review the Add-on Service table for any additional support included in scope; and

7. Any open issues after the dedicated post upgrade assistance will be submitted to the Hyland Support team. Should any issues require Professional Services, a change request may be required.

Project Closure Activities

1. Provision of any final recommendations and/or identification of next steps as appropriate; and
2. Hand-off to Hyland Technical Support.

Solution Review and Recommendation Session

Hyland will perform a one (1) day assessment of the Customers Solution in order to identify opportunities for solution improvements and business process efficiencies. A Hyland Technical Consultant will perform one (1) continuous day of remote work along with one (1) day of documentation and follow-up meetings. The points below outline some of the topics that will be reviewed during the Solution Review and Recommendation Session.

1. Identify and document pain points and any outstanding issues with the current configuration, including functionality not currently included;
2. Review Capture Profiles, including Capture Profile distribution. This may include paper scanning, printing from file or capture from file locations;
3. Review all non-scanning incoming methods;
4. These hours must be utilized within 30 days of project go live;
5. Review any solution automation points and provide recommendations as needed;
6. Identify and document business process pain points and any outstanding issues, including functionality not currently included in the Hyland process;
7. Provide recommendations for Workflow/WorkView configuration;
8. Identify and document pain points around the current Hyland configuration;
9. Document all critical design options, recommendations and decisions for future reference and context; and
10. Provide a Solution Review Report:
    A. Hyland will provide a Solution Review Report outlining all findings and recommendations made during the engagement;
    B. Provide recommendations to enhance the solution in terms of functionality and efficiency;
    C. Provide recommendations for releases and configuration changes; and
    D. Review the findings and recommendations with the customer.

Post Upgrade - On Demand Services

Hyland will provide eight (8) hours of On Demand Services to the Customer. These hours must be utilized within 30 days of project go live.

On Demand Services are meant to remotely assist Customer with project initiatives and overall Software solution maintenance. Depending on the nature of any given request, Hyland's involvement may range from consultation only, to owning specific tasks. The points below outline common usage of On Demand Services.

1. Software installation, environmental setup, or migrations;
2. Advanced solution troubleshooting;
3. Infrastructure and performance discussions;

4. Solution enhancements or configuration changes;
5. Solution expansion or strategic planning;
6. Project assistance, guidance, or go live support;
7. Business process discussions or requirements review;
8. Integration or script review and consultation;
9. Software training and mentoring to administrators;
10. Regular Software administrative tasks or solution monitoring;
11. Support to Customer Administrator or help desk team;
12. Solution and/or performance assessments and optimization;
13. Technical assessments;
14. Database tune-ups;
15. Delivery of quarterly metrics;
16. Creating or reviewing user or administration guides; and
17. Solution testing and/or testing support.

Premium Subscription

In addition to the Services described in this contract, Hyland will provide the Customer with Premium Subscription. These licenses will be valid for six (6) months from contract execution date.

Project Team & Project Coordination

The Hyland project team will consist of one (1) or more consultants to support technical activities, as well as a primary Project Coordinator. Project coordination shall include intermediate project management, which includes:

1. Bi-weekly Project Status Report delivery;
2. Bi-weekly project conference call participation;
3. Centralized resource coordination and project oversight; and
4. Management of standard project plan (task, timeline, and resources), specific to task owned by Hyland.

Optional Add-on Services

The below table represents additional add-on options reviewed with Customer. Those marked with a "Y" reflect Services which have been included within the scope, those with an "N" are excluded. Should Customer's Service needs change after contract execution, ultimately requiring the inclusion of any add-on Services, a Change Order can be put in place to address those changes.

Add-on Service	Included
Location	
Three (3) days of onsite time, per resource. (Plus T&E)	N
Outside Hours	
(1) dedicated day (eight (8) continuous hours) of off hours Production Cutover	N
Support Services	
Phased or incremental production upgrade steps required. Price per production upgrade phase, which includes one (1) day of post upgrade dedicated support.	Y
Creating and/or upgrading one (1) additional environments, pre or post upgrade.	N
One (1) additional day(s) of ad-hoc support over a one (1) week period	N
Environment	
Current version of one or more of the products being upgraded is greater than three (3) versions behind	N
Upgrade will be performed in place within the existing environment	N
Disaster Recovery / High Availability Environmental Support (e.g. existing Load Balancers, mirroring, fail-overs, etc.)	N
Basic installation, setup, testing of an additional module.	N
SSO Consulting	N
Certificate Consulting	N

Assumptions

This project is based upon the below assumptions being true. If for some reason these assumptions prove to be false, this could result in a scope change and may have an impact on the proposed cost and timeline to deliver:

1. The purpose of this engagement is to create an upgraded environment that provides the same functionality that is in the Customers current production environment. In the event this is not possible Hyland will provide best practice recommendations on any required solution re-designs which may be necessary due to these changes, but the Customer is responsible for all solution design and/or configuration changes. In the event Hyland is required to perform these changes then a Change Order can be provided;
2. Hyland will perform a review of the Hyland created forms, custom reports, and scripts currently deployed in the Customers production environment to ensure compatibility with the upgraded version of Software. If additional work is required to update, then a change order may be required;
3. Agents/Modules/Components the Customer may currently be licensed for that have reached an end-of-life state will be reviewed during the Upgrade Planning process. Should a Software product (e.g. module, agent, component) be deprecated or reach end-of-life, services shall include the installation, setup, testing, and training on the new product. When software functionality, modules, or features are replaced with new functionality, the use and features of the new software may differ from the deprecated or end of life product;
4. The following modules within the Customer environment have reached end-of-life or are being deprecated with the following module and assumption
5. Customer will create and manage any necessary service accounts;
6. Customer is responsible for the backup and restore of data, such as the database and image repository;
7. Existing solution has a deployed Software platform version within three (3) versions of new version being deployed unless otherwise stated in the Add-Ons Services table above;
8. While production hardware may be upgraded, the overall infrastructure will not be changing in any way (e.g. no additional servers to be added, servers will reside within the same infrastructure environment);
9. Solution is on premise to Customer environment and is not hosted or maintained by a third party;
10. Standard Hyland response, not resolution, to any logged issue is two (2) business days or less;
11. Customer will own end to end solution testing;
12. Customer is responsible for User Testing including creation of test plans, formal documentation/solution guides and formal project management;
13. Customer is responsible for performing the Database and OSM copy/move to pre-production servers if needed;
14. The Solution Assessment will only include analysis and recommendations. The actual implementation of recommendations requires a new engagement and will be scoped out separately; and
15. Customer will provide the following resources for the Solution Review:
    A. Hyland System / Solution Administrator; and
    B. Business Owners of the solutions in scope.

Exclusions

The following items are considered out of scope for this engagement:

1. Modifications to Customer's Software solution as a result of the Software upgrade. This includes any custom scripts, workflows, API integrations, or other general configuration areas of Software, should Software solution require changes, following the testing phase. All solution changes will be the responsibility of Customer's Software system administrator(s);
2. The migration of the solution to new hardware;
3. Leveraging an existing non-production environment as the go-forward production environment;
4. Use of VB scripts within Customers OnBase environment;
5. Migration to a new data center / hosting provider;
6. The refresh of any non-production environment with current production data;
7. The creation of additional Software environments; and
8. Software upgrade will not include the implementation of Software modules not currently in use within Customer's environment.

Required Resources

Resource
Infrastructure Analyst
Integration Engineer/Custom Solution Consulting
Project Manager
Technical Consultant

For details about the required resources, please review Appendix 1.

Deliverables

Deliverable
Project Plan
Technical Architecture Diagram
Upgrade Plan
Solution Review Report

For details about the deliverables, please review Appendix 2.

KEY ASSUMPTIONS

The following are key assumptions that impact the success of the solution, and are applicable to all Project Areas within this Services Proposal:

1. Project start date(s) are subject to a mutually agreed upon schedule after execution of contract;
2. Professional Services will be delivered utilizing Hyland's standard implementation methodology;
3. Professional Services will be provided remotely from Hyland offices:
    A. When providing remote services, Hyland and Customer will discuss generally acceptable working hours and take into consideration time zone differences. Issues deemed as non-critical will only be addressed during normal business hours.
4. Each project is intended to be implemented in a timeframe of contiguous weeks. Scheduling delays that impact the project timeline will result in changes to project costs;
5. Each deliverable created will use Hyland's standard deliverable templates. Customer requested changes to deliverable templates may increase project costs or introduce timeline delays; and
6. If necessary, after execution, this Services Proposal or corresponding agreement can be adjusted in scope, or a new agreement issued, following the Project Change Control Process.

CUSTOMER OBLIGATIONS

To facilitate Hyland's execution of the Professional Services, Customer agrees, at a minimum, to the following obligations. The parties acknowledge and agree that failure to meet the responsibilities noted will likely affect project duration, cost and/or quality in the execution and completion of Professional Services.

Project Personnel

1. Customer will assign a project sponsor, who will be actively involved in the project(s) and is the final escalation point for all issues and decisions:
    A. The project sponsor will also ensure that the appropriate Customer personnel are assigned and made available to execute the project(s) successfully.
2. Customer will assign a project manager, who will act as a single point of contact for the Hyland project team and whose responsibilities include, but are not limited to, the following:
    A. Managing all customer obligations as defined within this Services Proposal; and
    B. Coordinating all key departmental decision makers, technical experts, subject matter experts, end user representatives, third party software application resources and project sponsorship.
3. Customer will designate a Software administrator who will undergo any applicable Software training recommended in order to participate actively throughout the project(s) and support all Software environments and solutions:
    A. Software training course(s) (if recommended) are provided separately from this Services Proposal by the Hyland Account Manager.
4. Customer will engage the appropriate business process owners to the project(s), as well as subject matter experts, who are thoroughly knowledgeable about the current business practices in their respective areas and who are capable of performing their assigned project roles:
    A. Business process owners and subject matter experts will be required to attend and contribute to all project meetings to which they have been invited for the duration of the project(s).
5. Customer will provide Information Services (IS)/Information Technology (IT) representative(s) to assist with the Software installation with regard to network and system administration;
6. Customer will provide trained technical team member(s) to assist in supporting and maintaining all aspects of the hardware, network, and/or database maintenance plans throughout the project(s);
7. Customer will provide vendor resources, interface specialists, technical experts, and/or subject matter experts deemed necessary for third party system(s) with which Software will integrate or from which content will be migrated; and
8. Customer will make reasonable efforts to maintain consistent resources throughout the project(s):
    A. Any anticipated changes to the core team must be communicated in writing within five (5) business days; and
    B. If the change is due to illness or termination of the core team member, the change must be communicated as soon as possible.

Project Management

1. Customer will review the remaining work effort with the Hyland project team throughout the project(s). If, at any time, the number of hours required to complete a project phase exceeds the number of hours estimated by the project teams for that phase, then Hyland will incorporate the Project Change Control Process prior to exceeding the budgeted number of hours;
2. Customer will review all deliverables in accordance to the agreed upon plan. Failure to respond where needed within the designated timelines may result in project delays, loss of resources, and incorporation of the Project Change Control Process;
3. Customer will execute timely decision-making, completion of all deliverables and action items and resolution of issues throughout the course of the project(s); and
4. Customer will arrange for physical workspace and tools (work desks, networked computers, meeting rooms, training rooms, conference phones, whiteboards, etc.) for duration of the project(s) to accommodate scheduled onsite and/or remote activities as dictated by Customer's reasonable security measures.

Software Installation, Access, Integrations and Deployment

1. Customer will ensure all hardware is in place and made ready as dictated by the implementation schedule. This includes full, independent access to all environments in which Hyland is required to work including environments required for migrations or integrations, or multiple development, testing and production environments for Software:
    A. Local and remote VPN access must be provided to applicable Hyland resources through the use of dedicated user account(s) with appropriate privileges to the Software and/or relevant third party applications; and
    B. Access must be provided prior to Hyland's arrival at Customer facilities and/or project discovery sessions.
2. Customer will provide a properly setup environment in accordance with Hyland's prerequisites. Setup will consist of the installation, configuration and administration of, but not limited to, all hardware and operating systems, database instance(s), networking and required third party software;
3. Customer will have at least one (1) non-production Software environment for installation and deployment;
4. Customer will provide proper setup of networking and required third party software environment(s) in accordance with Hyland's prerequisites;
5. Customer will provide all necessary components including, but not limited to, power, lighting, network connections/rights and environmental controls deemed necessary for the proper functioning of and access to the system;
6. Customer will manage setup, execution, and validation of database maintenance plan(s) for each Software instance;
7. Customer will perform routine, scheduled backups and maintain disaster recovery and contingency plans for each Software instance;
8. Customer will manage third party application setup (i.e. installation, configuration), testing, training, and go-live support related to integration(s) with Software;
9. Customer will package and deploy all Software clients, unless otherwise defined within this Services Proposal; and
10. Customer will deploy all supporting Software client hardware (e.g. scanner, signature device) and related third party software (e.g. drivers, licenses) required for the Software solution.

Testing/Training

1. Customer will manage the deployment of Software testing/training workstation(s) (e.g. PC and scanner) including the installation of all necessary software/clients, unless otherwise defined within this Services Proposal;
2. Customer will prepare and supply the necessary testing/training resources including, but not limited to, the following:
    A. Sample, production-like, content;
    B. Electronic feeds; and
    C. Paper documents.
3. Customer will secure training room(s) ensuring that all resources participating will have the proper workstations and materials, as set forth by the Hyland project team:
    A. If these provisions are not met, Hyland has the right to cancel and reschedule training.
4. Customer will create, maintain, and execute test plans and cases, as well as track and report testing results during the testing cycle(s); and
5. Customer will train additional end users on the use of the Software.

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PROJECT CHANGE CONTROL PROCESS

Requested changes to this Services Proposal will be managed using the Project Change Control Process outlined below.

If any party believes that a change to this Services Proposal is warranted, the party shall issue a Change Request in writing. The Hyland and Customer project teams will review the Change Request, determine the impact and attempt to agree to the change(s). Once the change(s) are agreed upon, Hyland will provide a formal Change Order to Customer outlining the change in Professional Services, the impact on hours, resources, timeline and/or cost.

Customer and Hyland will fully execute each mutually agreed upon Change Order prior to the requested changes taking effect. Customer and Hyland acknowledge that this may affect Professional Services, timelines and deliverables, and therefore will make reasonable efforts to execute any changes to this Services Proposal with enough lead-time to minimize the influence on the project. No Change Order is binding upon the parties until it is executed by both Customer and Hyland.

PRICING

Customer acknowledges that the Professional Services pricing is based solely on the information provided to Hyland and referenced in the above Project Areas.

Time and Materials Projects

Project	Work Hours	Totals (USD)
Project 1 – OnBase Upgrade	107	$26,950.00
Total	**107**	**$26,950.00**

Resource	Standard Hourly Rate
Advanced Capture Consultant	$250.00
Business Consultant	$250.00
Conversion Consultant	$300.00
Database Engineer	$300.00
Enterprise Solutions Consultant	$250.00
Infrastructure Analyst	$300.00
Integration Engineer/Custom Solution Consulting	$250.00
Principal Consultant	$300.00
Program Manager	$300.00
Project Manager	$250.00
Solution Architect	$300.00
Technical Consultant	$250.00

Pricing Assumptions

The pricing was created using the following assumptions:

1. The above pricing includes estimated Professional Services fees anticipated to complete the project(s) successfully;
2. Travel expenses are not included in this Services Proposal and will be charged separately as incurred by Hyland resources;
3. The time and materials estimate(s) provided to complete the Professional Services are provided for convenience only and are an approximation of the anticipated amount of fees needed to complete such Professional Services. Customer will be invoiced monthly based on the amount of time actually required to complete such Professional Services and the applicable hourly fees; and
4. Any additional Professional Services requested of Hyland resources in alignment to this Services Proposal, which have been facilitated by the Project Change Control Process, will be charged at the then current standard Hyland resource rates.

After-Hours Support

1. After-hours or weekend support will be made available for this project:
   A. After Hours shall be defined as after normal business hours of 8am to 5pm local time, Monday through Friday not including observed national holidays;
   B. Weekend Support shall be defined as 8am to 5pm local time, Saturday and Sunday or observed national holidays;
   C. A maximum of eight (8) hours per resource, per shift, with a rest period of eight (8) hours rest between each engagement; and
   D. All After Hours work is billed at time and a half (1.5 x bill rate).

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SIGNATURES

City of Huntsville	**Hyland Software Inc.**
By:	By:
Name: Tommy Battle	Name: (Print)
Title: Mayor	Title:
Date: October 27, 2022	Date:

Purchase Order #: _____
(Invoices issued hereunder may not reflect a PO number if this field is not completed)

APPENDIX 1 – RESOURCE DESCRIPTIONS

The following table provides an overview of the Hyland Global Services resource types and their corresponding responsibilities.

Resource Type	Responsibilities
Advanced Capture Consultant	Provides expertise on capture solutions.
Documents business process requirements, configures capture solutions to meet requirements, provides administrative training and train the trainer courses, migrates solutions to additional environments and provides user testing issue resolution and go-live support.	
Business Consultant	Provides expertise on Workflow and Case Management solutions.
Documents business process requirements, configures solutions to meet requirements, provides administrative training and train the trainer courses, migrates solutions to additional environments and provides user testing issue resolution and go-live support.	
Conversion Consultant	Provides expertise on the conversion process.
Drives conversations with Customer on best practices and ultimately assists in defining the conversion process to be utilized to meet Customer conversion requirements.	
Database Engineer	Provides expertise related to the Software database.
Makes recommendations on best practices, maintenance plans and disaster recovery considerations.	
Enterprise Solutions Consultant	Provides long-term business and strategy planning, analysis, discovery and coaching to support business transformation with Customer's Software solution.
Develops strategies analysis, coaching and recommendations based on Customer needs resulting from information assessments and change management efforts.	
Infrastructure Analyst/ Solution Architect	Provides consulting on the initial setup or review of hardware infrastructure impacting the Software solution.
Drives conversations with Customer technical teams focusing on the network, server, database, and storage level of the Software solution as well as reviews integration components that may affect overall performance.	
Integration Engineer / Custom Solution Consulting	Provides expertise on integrations and API development.
Supports and mentors Customer on the creation of web service integrations. Develops custom scripts and pre- and post-processors within Software to meet specialized Customer needs. Documents business requirements, develops solutions to meet requirements, provides administrative training and train the trainer courses, migrates solutions to additional environments and provides user testing issue resolution and go-live support.	
Principal Consultant	Provides deep Software expertise to advise Hyland and Customer implementation teams on best practices throughout an engagement.
Guides discovery sessions and takes technical ownership of solution requirements and design.	
Program Manager	Establishes relationships with key stakeholders to regularly examine business needs against Customer's vision, strategies and goals.
Focuses on managing and optimizing Hyland project resources to minimize resource rotation. Develops metrics and reports regularly on steady state solutions and in-flight projects, assuring delivery of desired business value. Provides a single point of focus for all escalations.	

Project Manager	Provides project coordination expertise and is the initial point of escalation for the project.
Provides supervisory project services to facilitate scheduling of the Hyland project team, coordinates periodic status meetings, and communicates the project budget.	
Technical Consultant	Provides expertise on Software installation and module configuration.
Documents business requirements, installs and configures solutions to meet requirements, provides administrative training and train the trainer courses, migrates solutions to additional environments and provides user testing issue resolution and go-live support.	

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APPENDIX 2 – DELIVERABLE DESCRIPTIONS

The following table provides an overview of the Hyland project deliverables. Please reference the specific Project Areas for a listing of the applicable deliverables.

Deliverable	Description
Project Charter	Provides a preliminary delineation of roles and responsibilities, outlines project objectives, identifies key stakeholders and defines the authority of the project charter.
Delivered within the initiation phase.	
Includes the agreed upon scope, objectives and participants in the project.	
Upgrade Plan	Defines the projected schedule of the upgrade including all events from beginning to end of the upgrade.
Delivered within the initiation/discovery phase and updated throughout the project.	
Includes the activities, deliverables, assignments and dates required to complete the upgrade.	
Technical Architecture Diagram	Outlines recommended architecture and sizing specifications for servers (physical and virtual), storage considerations and integration points with external Customer applications.
Documents recommendations for production, test, staging/User Testing (UT), disaster recovery and development environments.	
Documents recommendations based on Customer throughput and access requirements.	
Solution Review Report	Provides an overview of the customers Solution.
Provide recommendations to enhance the solution in terms of functionality and efficiency.	
Provide recommendations for releases and configuration changes.	
Review the findings and recommendations with the customer.	

*** END OF DOCUMENT ***

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** 2022-0955

Department: ITS

Subject: **Type of Action:** Introduction

Introduction of an Ordinance declaring certain property surplus and to be disposed of per Agreement with Managed Asset Recovery Services.

Ordinance No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location:

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

Ordinance declaring certain property surplus and to be disposed of per Agreement with Managed Asset Recovery Services.

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/27/2022 **File ID:** TMP-2186

Department: ITS

Subject: **Type of Action:** Introduction

Introduction of an Ordinance declaring certain property surplus and to be disposed of per Agreement with Managed Asset Recovery Services.

Resolution No. NO

Ordinance No. YES

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:

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

Additional Comments:

Ordinance declaring certain property surplus and to be disposed of per Agreement with Managed Asset

ORDINANCE NO. 22-____

BE IT ORDAINED by the City Council of the City of Huntsville, Alabama that the following described property is hereby declared surplus and no longer necessary for public or municipal purpose:

Type	ID	Asset Name	Serial Number
Scanner	00773	Pagescan C	63109853
Printer	01040	LaserJet 6Lxi	USHB460165
Printer	02324	DeskJet 810C	MY01E1C0SF
Printer	02530	DeskJet 930C	MY03T14037
Printer	02607	DeskJet 950C	MY0331107V
Scanner	02952	ScanJet 7400C	TW139A0780
Printer	03315	LaserJet 1200Xi	CNCB677065
Printer	03868	DeskJet 5650	MY37U3J2KS
Monitor	03972	L1730	CNP413V4YX
Printer	04199	DeskJet 5650	MY48A4N3NH
IP Phone	04290	IP 7940G	INM09051N2G
IP Phone	04292	IP 7940G	INM09051NXL
IP Phone	04298	IP 7940G	INM09041ZD0
IP Phone	04343	IP 7940G	INM09121MQ2
IP Phone	04355	IP 7940G	INM09121SCX
Hardware	04367	Fluke CableIQ Qualification	
IP Phone	04436	IP 7940G	INM09221VU4
IP Phone	04448	IP 7940G	INM09221VWJ
IP Phone	04467	IP 7940G	INM09231WWF
IP Phone	04483	IP 7940G	INM09231X51
IP Phone	04488	IP 7940G	INM092222QS
IP Phone	04501	IP 7940G	INM092222K9
IP Phone	04746	IP 7940G	INM09221VQS
IP Phone	04788	IP 7940G	INM09251DAR
IP Phone	04836	IP 7940G	INM09251PX8
IP Phone	04881	IP 7940G	INM09261224
IP Phone	04895	IP 7940G	INM092523YW
Monitor	04971	L1940	CNP523X3GR
Printer	05036	DeskJet 3745	CN56M172XS
Printer	05043	PocketJet 3	051001759
Monitor	05118	L1940	CNP532J1D3
IP Phone	05335	IP 7936	00E075F3AFE4
IP Phone	05352	IP 7936	00E075F30C66

IP Phone	05410	IP 7940G	FCH10098KCV
Monitor	05486	L2035	CNG612038F
IP Phone	05516	IP 7940G	FCH10098MJF
IP Phone	05518	IP 7940G	FCH10098G05
Printer	05604	DeskJet 5650	MY5BE5P1NQ
Printer	05796	DeskJet 5650	MY6CL04004
IP Phone	05861	IP 7940G	FCH11098T2A
IP Phone	05989	IP 7940G	FCH1116885U
Printer	05997	DeskJet D2360	TH6C81611M
Monitor	06173	L1740	CND7350RX6
IP Phone	06319	IP 7940G	FCH1147AMQD
IP Phone	06323	IP 7940G	FCH1147AMZ2
IP Phone	06328	IP 7960G	FCH11488B6F
IP Phone	06378	IP 7940G	FCH1147AM75
Monitor	06383	LP2065	FCH1147AM75
Hardware	06581	KVM Switch	1.50701E+11
Wireless	06623	Wireless Access Point	FTX12209070
Wireless	06631	Wireless Access Point	FTX1220907A
IP Phone	06671	IP 7940G	FCH12109HRJ
Monitor	06730	L2208w	CNK8230FZG
Scanner	06754	MC3000 Barcode Terminal	
Scanner	06755	MC3000 Barcode Terminal	
Monitor	06861	L1710	CNC824Q8DR
Printer	06882	DeskJet 5650	MY8581R0R1
Printer	06883	DJ 5650	MY8581R0R2
Printer	06886	DJ 5650	MY8581R0RG
Printer	06889	DJ 5650	MY8581R0RP
Monitor	06950	L1710	3CQ8161X1N
Monitor	06962	L1710	3CQ820097W
Monitor	07055	L1950	CNC810Q5FL
Monitor	07061	L22W	WJ22H9FQ710064
IP Phone	07090	IP 7940G	FCH1235AMWM
Network	07109	Wireless Access Point	FTX124290MP
IP Phone	07188	IP 7940G	FCH09508DR3
IP Phone	07189	IP 7936	00E075F31560
Monitor	07221	L2208w	CNK9130Q0K
Switch	07250	Catalyst 3560	FOC1319V362
Wireless	07254	Wireless Access Point	FTX132290U4
Wireless	07255	Wireless Access Point	FTX132290TS

Wireless	07256	AIR-LAP1252AG-A-K9	FTX132290U2
Wireless	07258	Wireless Access Point	FTX132290TU
Wireless	07259	Wireless Access Point	FTX132290TP
Wireless	07262	Wireless Access Point	FTX132290U0
Wireless	07264	Wireless Access Point	FTX132290TZ
Wireless	07265	Wireless Access Point	FTX132290TR
Wireless	07266	Wireless Access Point	FTX132290TQ
Wireless	07268	Wireless Access Point	FTX132290TY
Monitor	07301	Monitor LCD	CNC9110WPP
Monitor	07302	Monitor LCD	CNC9110WM6
Monitor	07304	Monitor LCD	CNC9110WMF
Scanner	07322	ScanJet G4010	CN94WA605S
Printer	07336	LaserJet P1005	VND3536259
Printer	07380	LaserJet P3015	VNBC97S00Q
Printer	07384	OfficeJet H470	CN99G281MD
Printer	07392	OfficeJet 8000	MY9B3240MJ
Monitor	07473	Monitor LCD 19"	A5LMIZ63855
Printer	07528	HP CLJ CP2025DN	CNGS368315
Scanner	07531	Scanner FI-5110C	529547
Monitor	07551	LE1901W	CNC028P4V7
Wireless	07574	Aironet 1252AG	FTX145390HT
Wireless	07575	Aironet 1252AG	FTX145390HX
Monitor	07628	LE1901W	3CQ113BJY5
Printer	07680	OfficeJet 8000	CN13L3Q24Q
Monitor	07781	Monitor LCD	V8KV845
Monitor	07809	HP2711X 27" DVI LED	CNK10900VG
Scanner	07827	SCANNER FI-6110	011684
Monitor	07846	Monitor LCD 19"	ETLC1081461510FD714247
Printer	08504	TM-U950	K3TF016893
Printer	08505	TM-U950	K0TF040517
Monitor	08543	PLANAR PLL1910W 19' Wide LED	PLL25CAY00864
Monitor	08547	PLANAR PLL1910W 19' Wide LED	PLL25CAY00868
Printer	08550	OfficeJet 10MOB Printer	MY26T8219G
Printer	08637	HP DJ 1010 Printer	CN3AA19PMX
Printer	08644	OfficeJet Pro 8100	CN401FV11H
Computer MT	08666	PD-08666	MXL5382V9F
Computer MT	08669	PD08669	MXL5382V9D
Computer MT	08670	PD08670	MXL5382V98

Computer MT	08671	PD08671	MXL5382V9B
Computer MT	08672	PD-08672	MXL5382V97
Printer	08679	HP DJ 1010 Printer	CN54U18615
Printer	08690	HP DJ 1112	CN61J283S1
Printer	08711	HP LJ P1102W	VND3H02322
Printer	08718	HP LJP P1102W Printer	VND3K22672
Printer	08797	HP LJ P1102W	VNB6P85999
Router	08805	1841 Security Bundle	FTX0918W3KS
Router	08807	1841 Security Bundle	FTX0918W3LA
Monitor	08824	GATEWAY FHX2201QV BMD 22" LCD	24100428543
Printer	08849	OfficeJet 8100	CN38KBVGRK
Monitor	08862	LG 22EC33T-B 22" WIDE LED MONITOR	310NDJX6G428
Switch	08884	CISCO Catalyst Compact 3560C-12PC-S	FOC1802Y1G2
Printer	08891	OfficeJet Pro 8600	CN3B9EWJ4H
Monitor	08922	PLANAR 22" LED BLK	PL403LT501461
Monitor	08935	PLANAR PLL2210W 22" LED BLK	LT501459
Monitor	09041	ACER 22IN WS LED V226WL BD	MMLW5AA0013300CA984204
Monitor	09058	PLANAR PLL2210W 22" LED BLK	PL420LT502139
Printer	09065	HP OJ 6100 EPRINTER	CN46L7508V
Printer	09067	HP OJ 6100 EPRINTER	CN46L750BB
IP Phone	09081	CISCO 7942G Two Line IP Phone	FCH16209MH4
IP Phone	09123	CISCO 7942G Two Line IP Phone	FCH170295PK
IP Phone	09124	CISCO 7942G Two Line IP Phone	FCH170395WJ
Printer	09160	HP OJ PRO 8610 E-AIO INKJET	CN48RDX283
Printer	09162	HP OJ PRO 8610 E-AIO INKJET	CN48RDX39B
Network Printer	09163	HP LJ P1102W	VND3V30085
Printer	09172	HP OJ 100 Mobile Printer	MY4AFD13TT
Computer NB	09194	AD09194NB	5CG4430CXW
Printer	09203	OfficeJet Pro 8100	CN4CAHV2MH
Computer MT	09206	FD09206	MXL50321LJ
Computer MT	09207	FD09207	MXL50321LW
Computer NB	09209	MDT09209	R90BRPAL
Computer NB	09222	PD-09222	R90BRP9V
Monitor	09239	LG 22EC33T-B 22" WIDE LED MONITOR	412MXLSPX504
Computer NB	09318	TE09318NB	R90F8AS0
Computer NB	09350	PD-TRAIN12	R90F89UB
Wireless	09364	Wireless Access Point	FTX134290P7

Computer MT	09382	EN09382	2UA52321S2
Computer MT	09385	FD09385	2UA52321RH
Computer MT	09390	PD09390	2UA52321QL
Computer MT	09393	PD-09393	2UA52321PG
Computer MT	09397	FD09397	2UA52321PR
Printer	09414	HP OJ 5740	TH523330WC
Computer NB	09445	MDT09445	MJ02DG69
Computer NB	09449	CT09449NB	MJ01TG6X
Computer NB	09451	RS09451NB	MJ02BLAN
Monitor	09533	PLANAR PLL2210W 22" LED BLK	PL515LT602069
Printer	09535	HP OJ 100 Mobile Printer	MY56FF10KY
Computer MT	09567	NR09567	2UA52321N7
Computer MT	09574	PD09574	2UA52321Q9
Monitor	09623	LG 24" LED Monitors	503NDDMC0618
Monitor	09642	LG 22" Wide LED Monitor	508NTRL2D262
Monitor	09657	Dell LCD 22"	8CQ2LTI
Computer MT	09696	PD-09696	2UA5341ZSB
Computer MT	09698	PD09698	2UA5371MQS
Computer MT	09705	FD09705	2UA5371MQK
Computer MT	09709	PD-09709	2UA5341ZS0
Computer MT	09710	FD09710	2UA5341ZS4
Computer MT	09711	PG09711	2UA5341ZS8
Computer MT	09714	IT09714	2UA5371MQX
Computer MT	09716	PD-09716	2UA5341ZS1
Printer	09722	HP LJP P1102W Printer	VND3245282
Printer	09724	HP LJP P1102W Printer	VND3245276
Computer MT	09756	EN09756	2UA52535JH
Monitor	09786	LG 22" 22MC57HQ-P LED Dispaly HDMI	512NTQD6X052
Printer	09809	HP OJ PRO 8610 E-AIO INKJET	CN5CFFX021
Computer NB	09827	MC09827NB	R90JF8KY
Computer NB	09828	PD09828	R90JF8LU
Computer NB	09829	PW09829NB	R90JF8P7
Computer NB	09830	EN09830NB	R90JF8HD
Printer	09849	HP OJ PRO 8610 E-AIO INKJET	CN5CFF30J8

Printer	09852	HP LJP P1102W Printer	VND3W98741
Computer MT	09854	RS09854	2UA3241BBL
Computer NB	09855	PD09855	2UA3241B42
Computer MT	09856	PD09856	2UA3241B3N
Computer MT	09862	PD09862	2UA3241B45
Computer MT	09864	PD-09864	2UA3241B5Z
Computer MT	09866	FD09866	2UA3241B5V
Computer MT	09872	PD09872	2UA3241BB6
Computer MT	09875	FD09875	2UA3241B58
Computer MT	09883	EN09883	2UA3240VGD
Computer MT	09892	PD09892	2UA3241B3D
Printer	09917	HP LJP P1102W Printer	VND3W98742
Tablet	09921	ADTBATTLEIPAD	DMPRK97KGXQ4
Computer NB	09924	PD09924	R90GAV90
IP Phone	10010	IP 7960G	INM0649056G
Computer NB	10020	GS10020NB	PF0KJ8PE
Computer NB	10060	MC10060NB	R90KWEPJ
Monitor	10105	PLANAR 22" LED BLK	PL611LT500450
Computer MT	10177	TE10177	2UA6392G30
Computer MT	10262	EN10262	MXL6232RJD
Tablet	10431	GETAC F110 G2 PREMIUM	RF839F0438
Tablet	10442	GETAC F110 G2 PREMIUM	RF839F0449
Computer MT	10753	PW10753	4V03HH2
Computer NB	10803	CC10803NB	PF0QXX77
Monitor	10934	LG 22" 22MC57HQ-P LED Dispaly HDMI	702NTLEF2408
Tablet	10970	IN10970TAB	DMPTL0VVJ2D1
Tablet	11037	DELL LATITUDE	G44P4H2
Monitor	11042	LG 22" Wide LED Monitor	705NTUWDX462
Monitor	11112	LG 22MC37D D LED Monitor	705NTWGAR889
Monitor	11140	LG 22MC37D D LED Monitor	705NTRLEH206
Computer NB	11177	BM11177NB	PF0R958L
Computer NB	11192	PD11192	PF0R08G4
Computer NB	11193	Lenovo TP E570 I7 6500U 500GB 8GB	PF0R06DL
Computer NB	11194	Lenovo TP E570 I7 6500U 500GB 8GB	PF0RCPY8

Computer NB	11197	Lenovo TP E570 I7 6500U 500GB 8GB	PF0R08HQ
Computer MT	11247	HP Z240 Series Tower	2UA7381ZWY
Computer NB	11249	Lenovo TP E570 I7 6500U 500GB 8GB	PF0WPNXS
Computer NB	11252	EN11252NB	PF0ZLC8X
Computer NB	11253	Council Project	SFVFVMAB2HV22
Tablet	11265	10.5 IPAD Pro 64G SG VZ	DMPVQ1LDJ2D1
Monitor	11300	LG 22MB35V I LED Monitor	709NTTQ9Q481
Monitor	11306	LG 22MB35V I LED Monitor	709NTUW9Q510
Computer NB	11331	AD11331NB	R90NLUDJ
Computer NB	11333	LENOVO ThinkPad E570 15 6 Core I5 7200U 8GB Ram 500GB H	R90NLUH3
Television	11342	LG 32LV340C LV340C Series LED TV	711MXSKTN526
Printer	11383	HP LaserJet M227FDW B/W	VNB3M13844
Monitor	11535	HP vh22 LED Monitor	2MN743025X
Monitor	11537	HP vh22 LED Monitor	2MN7430262
Monitor	11643	LG 22MB35V I LED Monitor	901NTCZ2W283
Monitor	12032	LG 22MB35V I LED Monitor	804NTEP1T404
Terminal	12284	4448V Zero 2GB DOM Thin Client	10D3D7115B183600A2M
Computer NB	12383	Lenovo ThinkPad E580 15 6 Core i5 825OU 8GB	PF1NCJ7N
Printer	12700	HP Color LaserJet Pro MFP M281FDW	VNBNM5GDTJ
Computer NB	12701	PL12701	PF1KDBUG
Tablet	12779	IPAD MINI 7.9 Gray 64G Verizon	DMPYV0PQLMV7
Tablet	12781	IPAD MINI 7.9 Gray 64G Verizon	DMPYT66LLMV7
Monitor	12796	16" USB 1366X768 RES Monitor	GQPK3HA066967
Computer NB	12798	EN12798NB	3J30MT2
Computer MDT	13037	Panasonic Toughbook Tablet 33 - Core i5	8ITTA44800
Computer MDT	13042	Panasonic Toughbook Tablet 33 - Core i5	8ITTA44795
Computer MDT	13044	Panasonic Toughbook Tablet 33 - Core i5	8ITTA45034
Computer MDT	13088	Panasonic Toughbook Tablet 33 - Core i5	8KTTC55166
Computer MDT	13096	Panasonic Toughbook Tablet 33 - Core i5	8JTTA46521
Computer MDT	13097	Panasonic Toughbook Tablet 33 - Core i5	8JTTA46447
Computer MDT	13113	Panasonic Toughbook Tablet 33 - Core i5	8KTTC54932
Computer MDT	13114	Panasonic Toughbook Tablet 33 - Core i5	8KTTC54947
Computer MDT	13132	MDT13132	8JTTA46481
Computer MDT	13137	MDT13137	8KTTC55138
Computer MDT	13151	Panasonic Toughbook Tablet 33 - Core i5	8KTTC54877

Computer MDT	13154	Panasonic Toughbook Tablet 33 - Core i5	8KTTC55133
Computer MDT	13159	MDT13159	8JTTA46459
Computer MDT	13165	Panasonic Toughbook Tablet 33 - Core i5	8JTTA46449
Computer MDT	13174	Panasonic Toughbook Tablet 33 - Core i5	8KTTC55140
Computer MDT	13202	MDT13202	8KTTC54868
Computer MDT	13205	Panasonic Toughbook Tablet 33 - Core i5	8KTTC55172
Computer MDT	13220	MDT13220	8KTTC55023
Computer MDT	13230	MDT13230	8KTTC54999
Computer MDT	13232	MDT13232	8KTTC55027
Computer MDT	13245	Panasonic Toughbook Tablet 33 - Core i5	8KTTC54958
Computer MT	14083	RS14083	2UA52321M7
Copier	15312	BIZHUB552	A2WV011005279
Tablet	15340	PD15340TAB	357631861407964
Copier	15514	KONICA BizHub 654 E	A5YN017005703
Printer	341769	LaserJet 4L	USCC220661
Computer	341957	NR-LAB3	466171899
Printer	341984	LaserJet 5P	USFB244333
Printer	342675	LaserJet 6Pxi	USDH085403
Computer MT	345045	PDWEBTECH	MXM7440FMG
Computer MDT	345078	MDT345078	7LKSA96099
Computer MDT	345084	MDT345084	7LKSA96109
Computer MDT	345109	MDT345109	7LKSA96150
Computer MDT	345123	MDT345123	7LKSA96054
Computer MDT	345129	MDT345129	7LKSA95988
Computer MDT	345133	MDT345133	7LKSA96039
Computer MDT	345148	MDT345148	7LKYA97978
Computer MDT	345155	MDT345155	7LKSA96230
Computer MDT	345156	MDT345156	7LKYA97115
Computer MDT	345165	MDT345165	7LKSA96047
Computer	345234	ESS345234	MXM80908DF
Computer	345329	CHU359INFOPL1	BTO0000121822
Computer	345330	CHU359INFOPL2	BTO0000121823
Computer MDT	345645	MDT345645	9CKYA36511
Computer MDT	345654	MDT345654	9CKYA36562

Computer MDT	345683	MDT345683	9CKYA37438
Computer MDT	345696	MDT345696	9CKYA37513
Computer MDT	345725	MDY345725	9CKYA37804
Computer MDT	345768	MDT345768	9CKYA38948
Computer MDT	345782	MDT345782	9CKYA39313
Computer NB	345975	PD-CHIEF-NB	R978LRR
Server	346032	COH-RMSERVER	2M205102MD
Computer MT	346034	PD346034	MXL1130V9Q
Computer MT	346067	TE346067	MXL1130VBS
Computer MT	346088	PD346088	MXL1130VCG
Computer NB	346182	IT-SYSTECH-NB	R8Y1E0M
Computer MDT	346200	MDT346200	9FKYA63821
Server	346209	chu359infocs	2UA121063V
Computer MT	346215	FL346215	MXL1291FDM
Computer MT	346256	PD346256	MXL12831GP
Tablet	346306	WP-RSTEWART-IPAD	DN6GVJ0TDFJ0
Computer MT	346370	FD346370	2UA2140GR5
Computer NB	347015	FD347015NB	5CB2111RWV
Computer NB	347021	FD347021NB	5CB2111RXN
Computer	347032	IT-RWRIGHT	MXL2271QH8
Computer MT	347089	RS347089	2UA2491XXT
Computer MT	347095	FD347095	2UA25111YL
Computer NB	347100	FD347100NB	1S23594LUPK0XE4V
Tablet	347146	GETAC F110 Tough Tablet	RE939F0070
Computer MT	347202	FD347202	2UA25111Z6
Computer MT	347209	FD347209	2UA2511201
Plotter	347217	PLOTWAVE 300 ENGINEERING COPIER/PLOTTER	EH1046745
Computer MT	347281	PD-STAC2	2UA3021267
Computer MT	347284	HP SB 8300 I5-3470 500GB W7P/W8	2UA302126B
Computer MT	347292	PD-THI	2UA3350Y56
Computer NB	347384	RS-INTERNATIONAL-NB	PK2FR3L
Computer NB	347385	RS-NORTHERN-NB	PK2FNYG
Computer NB	347387	RS-CONTINENTAL-NB	PK2FNZ8

Computer NB	347393	LVO TS TP T530 I5-3320M 500/4GB W7P	PK2FNY7
Computer MT	347412	PD347412	MXL4121MRL
Computer NB	347420	LVO TS TP T530 I5-3320M 500/4GB W7P	PK2K0Y5
Computer MT	347434	FD347434	MXL4121D9C
Computer	347447	FD347447	MXL4122KN7
Computer MT	347461	FD-MCKENZIE	MXL4121M62
Computer MT	347462	PD347462	MXL4121M6H
Computer MT	347464	PD347464	MXL4121M69
Computer MT	347465	PD-POLY2	MXL4121M6B
Computer MT	347467	PD-IA6	MXL4121M6C
Computer MT	347468	PD347468	MXL4121M61
Tablet	347470	GETAC F110 Tough Tablet	RE339F1073
Computer MT	347482	FD347482	2UA4231XBT
Computer MT	347492	BM347492	2UA4231XD2
Computer MT	347494	FD347494	2UA4231XBP
Computer MT	347497	LG347497	2UA4231XBF
Computer MT	347515	FD347515	2UA4231XDH
Computer MT	347520	FD347520	2UA4231XC2
Computer MT	347524	PG-TBARNES	2UA4231XCW
Computer MT	347528	AS347528	2UA4231XC1
Computer MT	347530	NR347530	2UA4251N4M

BE IT FURTHER ORDAINED that the Mayor of the City of Huntsville, for and on behalf of the City of Huntsville, is hereby authorized, requested and directed to dispose of said equipment, per Agreement with Managed Asset Recycling Solutions, LLC. All proceeds will be deposited into an account, to be assigned by the Information Technology Services Department, to be utilized for the purchase of new equipment.

ADOPTED this the 10th day of November, 2022.

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

APPROVED this the 10th day of November, 2022.

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Mayor of the City of Huntsville
Huntsville, Alabama