

John Meredith, President
Jennie Robinson, Councilmember
Bill Kling, Councilmember
Michelle Watkins, Councilmember
David Little, Councilmember



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

CITY COUNCIL CHAMBERS

5:30 PM

Thursday, June 12, 2025

REGULAR MEETING OF THE CITY COUNCIL

CALL TO ORDER

1. INVOCATION

Offered by: Huntsville Alabama Public Safety Chaplains

2. PLEDGE OF ALLEGIANCE

Led by: Councilmember David Little

3. APPROVAL OF THE AGENDA

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

- a. [2025-451](#) Minutes of the Regular Meeting of the City Council held on May 22, 2025.
(Minutes Received)
Sponsors: City Clerk
Attachments: [05-22-25.reg.1.pdf](#)
- b. [2025-452](#) Minutes of the Work Session of the City Council held on May 30, 2025. (Minutes Received)
Sponsors: City Clerk
Attachments: [05-30-25.ws.pdf](#)

5. MAYOR: SPECIAL RECOGNITIONS

6. COUNCIL: SPECIAL RECOGNITIONS AND RESOLUTIONS

Special Recognitions

Resolutions for Approval and Presentation

- a. [2025-453](#) Resolution honoring the Huntsville Historic Foundation for receiving the prestigious James Ray Kuykendall Historical Society Award.
Resolution No. 25-427

Sponsors: Robinson

Attachments: [Final Huntsville Historic 061225.pdf](#)

Resolutions for Approval Only

7. ANNOUNCEMENTS AND PRESENTATIONS

8. MATTERS WITH OUTSIDE LEGAL REPRESENTATIVE

9. PUBLIC HEARINGS TO BE HELD

- a. [2025-454](#) Public hearing in order to hear, consider, and act upon all objections or protests, if any, for removal of a nuisance at 2216 Hall Ave. NW, Huntsville, AL; and consideration of a Resolution ordering abatement of a nuisance located at the same property.
Resolution No. 25-428

Sponsors: Community Development

Attachments: [2216 Hall Ave Nw JPN Abatement Res 6-12-2025.pdf](#)

10. PUBLIC HEARINGS TO BE SET

- a. [2025-455](#) Resolution to set a public hearing on the zoning of 1.14 acres of land lying on the west of Old Big Cove Rd and north of Knotty Walls Rd to Residence 2 District; and the introduction of an Ordinance pertaining to the same. (Set July 24, 2025 Regular Council Meeting)
Resolution No. 25-429
Ordinance No. 25-430

Sponsors: Planning

Attachments: [Knotty Walls Zoning Complete](#)

- b. [2025-456](#) Resolution to set a public hearing on an Ordinance amending a plat restriction to remove a portion of the natural landscape buffer established on Boundary/Minor Plat of "Sawan", as recorded as Plat 2020-00016767 of the Probate Records of Madison County, Alabama; and the introduction of an Ordinance pertaining to the same. (Set July 24, 2025, Regular Council Meeting)
Resolution No. 25-431
Ordinance No. 25-432

Sponsors: Planning

Attachments: [Sawan Plat Restrictions Amend Complete](#)

- c. [2025-457](#) Resolution to set a public hearing on the rezoning of 4.73 acres of land lying on the east of Pulaski Pike and north of Stringfield Rd from Residence 1-A District to Residence 2-A District; and the introduction of an Ordinance pertaining to the same. (Set July 24, 2025 Regular Council Meeting)
Resolution No. 25-433
Ordinance No. 25-434

Sponsors: Planning
Attachments: [Stringfield Rezoning Complete](#)
- d. [2025-458](#) Resolution to set a public hearing on an Ordinance amending Zoning Ordinance Article 72 Sign Control Regulations, Section 72.2 Definitions, to modify definitions; Section 72.7.5 - Permanent Signs in the General Business C-3, Central Business C-B, Research Park 2, and Village Business C-6 Districts, Subsections 72.7.5(1)(c), 72.7.5(1)(e)(ii), 72.7.5(1)(f)(i), and 72.7.5(1)(g)(i), to modify requirements; and Section 72.8 - General Sign Standards, subsection 72.8.9, to modify a standard. (Set July 24, 2025, Regular Council Meeting)
Resolution No. 25-435
Ordinance No. 25-436

Sponsors: Planning
Attachments: [Roof Signs ZO Amendment Complete](#)
- e. [2025-459](#) Resolution to set a public hearing on the vacation of a portion of a right-of-way in Seminole Park at Indiana Avenue; and, the introduction of a Resolution consenting to; and, the introduction of an Ordinance vacating the right-of-way pertaining thereto. (Set July 10, 2025, Regular Council Meeting)
Resolution No. 25-437
Resolution No. 25-438
Ordinance No. 25-439

Sponsors: Urban Development
Attachments: [HHA 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 Jennie Robinson

Councilmember Michelle Watkins

Councilmember Bill Kling

Councilmember David Little

Councilmember John Meredith

14. FINANCE COMMITTEE REPORT

- a. [2025-460](#) Resolution authorizing expenditures for payment.
Resolution No. 25-440
Sponsors: Finance Committee
Attachments: [Expenditures - Complete](#)
- b. [2025-461](#) Ordinance approving appropriations, goods, or services for District 5 Council Improvement Funds.
Ordinance No. 25-441
Sponsors: City Council
Attachments: [District_5_Council_Improvement_Complete.pdf](#)

15. BOARD APPOINTMENTS TO BE VOTED ON

- a. [2025-419](#) Resolution reappointing Joshua McCoy to the Earlyworks Museums Board, Place 8 (his current seat), for a three (3) year term to expire June 26, 2028. (Nominated May 22, 2025, Regular Council Meeting)
Resolution No. 25-396
Sponsors: Robinson
Attachments: [EarlyWorks McCoy 052225.pdf](#)
- b. [2025-420](#) Resolution to appoint Alex East to the Earlyworks Museums Board, Place 7, to fill the seat previously held by Chase Allen for a three (3) year term to expire June 26, 2028. (Nominated May 22, 2025, regular Council Meeting)
Resolution No. 25-397
Sponsors: Meredith
Attachments: [East Early Works Appointment.pdf](#)

16. BOARD APPOINTMENT NOMINATIONS

- a. [2025-462](#) Nomination reappointing Gripp Luther to the Huntsville Natural Gas Utility Board to his current seat for a three (3) year term to expire July 1, 2028.
Resolution No. 25-442
Sponsors: Little
Attachments: [Luther Natural Gas Reappointment.pdf](#)
- b. [2025-463](#) Nomination reappointing Gripp Luther to the Huntsville Water Utility Board to his current seat for a three (3) year term to expire July 1, 2028.
Resolution No. 25-443
Sponsors: Little
Attachments: [Luther Water Reappointment.pdf](#)

- c. [2025-464](#) Nomination reappointing George Moore to the Huntsville Electric Utility Board to his current seat for a three (3) year term to expire July 1, 2028.
Resolution No. 25-444

 Sponsors: Little
 Attachments: [Moore Electric Reappointment.pdf](#)
- d. [2025-465](#) Nomination to reappoint Jeff Sanders, to the Huntsville-Madison County Marina and Port Authority, City Council Place 2 (his current seat), for a five (5) year term to expire July 1, 2030.
Resolution No. 25-445

 Sponsors: Robinson
 Attachments: [J Sanders Port Authority Reappointment .pdf](#)
- e. [2025-466](#) Nomination to reappoint Frank Caprio to the Huntsville-Madison County Emergency Management Board, Place 1 (his current seat), for a five (5) year term to expire July 1, 2030.
Resolution No. 25-446

 Sponsors: Robinson
 Attachments: [Caprio Reappointment Emergency Mngt. .pdf](#)

17. **HUNTSVILLE UTILITIES ITEMS**

18. **LEGAL DEPARTMENT ITEMS/TRANSACTIONS**

Vacation of Easements

- a. [2025-467](#) Ordinance authorizing the vacation of a Utility and Drainage Easement at Moores Mill Road and Highway 72 for Trailhead Investment Company, LLC.
Ordinance No. 25-447

 Sponsors: Legal
 Attachments: [Trailhead Correction eas vac Complete.pdf](#)
- b. [2025-468](#) Ordinance authorizing the vacation of a Utility and Drainage Easement between Lots 1 & 2, Locust Grove Subdivision. (Ratliff)
Ordinance No. 25-448

 Sponsors: Legal
 Attachments: [Ratliff eas ord Complete.pdf](#)

- c. [2025-469](#) Ordinance authorizing the vacation of a Utility and Drainage Easement between Lots 1 and 2, Leeman Ferry Commercial Subdivision, at Leeman Ferry Circle. (LFSW, LLC)
Ordinance No. 25-449

Sponsors: Legal

Attachments: [LFSW Easement Vacation Complete.pdf](#)

- d. [2025-470](#) Ordinance authorizing the vacation of a Utility and Drainage Easement, Tract 2, Ashley Park Phase 2 Subdivision. (CITI Capital Holding)
Ordinance No. 25-450

Sponsors: Legal

Attachments: [CITI Holding eas ord Complete.pdf](#)

Vacation of Rights-of-Way

Deeds of Acceptance

- e. [2025-471](#) Resolution authorizing the acceptance of a Public Utility and Drainage Easement from WaterWalk Huntsville, LLC, to serve Lot 1E, Perimeter Corporate Park.
Resolution No. 25-451

Sponsors: Legal

Attachments: [WaterWalk U&D Easement Dedication Complete.pdf](#)

19. UNFINISHED BUSINESS ITEMS FOR ACTION

- a. [2025-447](#) Ordinance to name the property located between North Rose Drive, South Rose Drive, Pine Avenue and 9th Avenue as Westlawn Park. (Introduced May 22, 2025, Regular Council Meeting)
Ordinance No. 25-424

Sponsors: City Council

Attachments: [Westlawn Park Naming Complete.pdf](#)

- b. [2025-448](#) Ordinance declaring certain property surplus and to be donated to Calhoun College. (Introduced May 22, 2025, Regular Council Meeting)
Ordinance No. 25-425

Sponsors: ITS

Attachments: [Surplus for Donation to Calhoun College Complete.pdf](#)

- c. [2025-449](#) Ordinance amending certain sections of Chapter 21, Article II, Division 9 (Rates) of the Code of Ordinances of the City of Huntsville, Alabama. (Introduced May 22, 2025, Regular Council Meeting)
Ordinance No. 25-426

 Sponsors: Urban Development
 Attachments: [Sewer Rate Ordinance Complete.pdf](#)
- d. [2025-506](#) Ordinance amending Zoning Ordinance Article 3 - Definitions Section 3.1 - Interpretation, to modify and add definitions; Article 73 - Supplementary Regulations and Modifications, Section 73.1.1, Subsections (1) and (2) to modify definitions and requirements; and to add Article 78 - Community Homes.
Ordinance No. 25-267

 Sponsors: Planning
 Attachments: [Living Facility ZO Amendment Complete](#)

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. [2025-472](#) Resolution authorizing travel expenses.
Resolution No. 25-452

 Sponsors: Finance
 Attachments: [Travel Resolution Complete.pdf](#)
- b. [2025-473](#) 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. 25-453

 Sponsors: Finance
 Attachments: [Resolution Procurement Complete.pdf](#)
- c. [2025-474](#) Resolution authorizing the City of Huntsville to reimburse the Industrial Development Board of the City of Huntsville for due diligence expenses incurred for anticipated Industrial Development projects.
Resolution No. 25-454

 Sponsors: Urban Development
 Attachments: [IDB Reimbursement Resolution Complete.pdf](#)

- d. [2025-475](#) Resolution authorizing the Mayor to enter into an Amended and Restated Project Development Agreement and Amended and Restated Project Ground Lease between the City of Huntsville, Alabama and BREG HSV, L.L.C., for the Joe Davis Hotel Development.
Resolution No. 25-455

 Sponsors: Urban Development
 Attachments: [BREG Amended & Restated Project Dev & Ground Lease Agrmt](#)
- e. [2025-476](#) Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and Croy Engineering for Parking Lot at Southwest Corner of Holmes Avenue and Monroe Street, Project No. 71-25-SP17.
Resolution No. 25-456

 Sponsors: Engineering
 Attachments: [Croy Engineering Parking Lot at Holmes & Monroe complete.pdf](#)
- f. [2025-477](#) Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and Goodwyn, Mills, & Cawood, Inc., for Engineering Design Services for Big Cove Greenway Extension, Project No. 71-25-WP01.
Resolution No. 25-457

 Sponsors: Engineering
 Attachments: [Goodwyn Mills & Cawood Big Cove Greenway Ext complete.pdf](#)
- g. [2025-478](#) Resolution authorizing the Mayor to enter into a Land Lease Agreement between the City of Huntsville, Alabama and Roger Martin Farms for the lease of approximately 15 acres of unimproved land generally located at the southwest corner of Capshaw Road and Wall Triana Highway.
Resolution No. 25-458

 Sponsors: Engineering
 Attachments: [Roger Martin Land Lease Capshaw & Wall Triana complete.pdf](#)
- h. [2025-479](#) Resolution authorizing the Mayor to enter into a Land Lease Agreement between the City of Huntsville, Alabama and Roger Martin Farms for the lease of approximately 137 acres of unimproved land generally located in Cummings Research Park.
Resolution No. 25-459

 Sponsors: Engineering
 Attachments: [Roger Martin Land Lease Cummings Research Park complete.pdf](#)

- i. [2025-480](#) Resolution authorizing the Mayor to enter into a Land Lease Agreement between the City of Huntsville, Alabama and DeVaney Brothers Farms for the lease of approximately 483.37 acres of unimproved land in Limestone County and generally located off Greenbrier Road.
Resolution No. 25-460

 Sponsors: Engineering
 Attachments: [DeVaney Brothers Farms Land Lease Agreementt complete.pdf](#)
- j. [2025-481](#) Resolution authorizing the Mayor to execute Change Order No. 1 and Final to the Contract between the City of Huntsville and Dunlap Contracting, Inc., for construction services for the John Hunt Park Public Restroom Renovations.
Resolution No. 25-461

 Sponsors: General Services
 Attachments: [Complete-Dunlap CO1FINAL-JHP Restrooms.pdf](#)
- k. [2025-482](#) Resolution authorizing the Mayor to execute Renewal #1 to the Lease Agreement between the City of Huntsville and Wiz Kidz, LLC., for the Lease of a Portion of Property.
Resolution No. 25-462

 Sponsors: General Services
 Attachments: [HPD Lease Complete.pdf](#)
- l. [2025-483](#) Resolution authorizing the Mayor to execute the First Amendment to the Lease Agreement between the City of Huntsville and Norfolk Southern Railway Company, and the City of Huntsville, Alabama for a portion of property.
Resolution No. 25-463

 Sponsors: General Services
 Attachments: [Norfolk Lease Complete.pdf](#)
- m. [2025-484](#) Resolution authorizing the Mayor to execute Change Order Number 1 to JustFOIA Order No. 29896 between the City of Huntsville and JustFOIA, to remove Laserfiche Integration Configuration.
Resolution No. 25-464

 Sponsors: City Clerk
 Attachments: [JustFOIA.CO1.Complete.pdf](#)

- n. [2025-485](#) Resolution authorizing the Mayor to execute Addendum No. 5 to Master Services Agreement No. 29149, between the City of Huntsville and MCCi, LLC, for the provision of records management imaging services for Municipal Court.
Resolution No. 25-465

 Sponsors: City Clerk
 Attachments: [MCCi.MCscanningproject.Complete.pdf](#)
- o. [2025-486](#) Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and One Diversified, LLC., on behalf of the Huntsville-Madison County Emergency Management Agency, identified as Sub-Coverage Services Agreement.
Resolution No. 25-466

 Sponsors: EMA
 Attachments: [Diversified Barco Renewal Cover Packet \(2\).pdf](#)
- p. [2025-487](#) Resolution authorizing the Mayor to enter into a Statement of Work between the City of Huntsville and One Diversified, LLC., identified as Assurance Managed Service 2025-2026 Renewal.
Resolution No. 25-467

 Sponsors: EMA
 Attachments: [Diversified Assured Managed Service Cover Packet \(2\).pdf](#)
- q. [2025-488](#) Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and Cellco Partnership d/b/a Verizon Wireless that governs the installation, maintenance, and operation of an in-building cellular coverage system for use with Verizon Wireless Service at no cost to the City of Huntsville.
Resolution No. 25-468

 Sponsors: ITS
 Attachments: [Verizon Agreement Complete.pdf](#)
- r. [2025-489](#) Resolution authorizing the Mayor to execute a Ground Lessor's Estoppel Certificate between Hammons of Huntsville, LLC, and the City of Huntsville.
Resolution No. 25-469

 Sponsors: Legal
 Attachments: [Hammons Estoppel Cert Complete.pdf](#)
- s. [2025-490](#) Resolution authorizing the Mayor to execute a Ratification and Amendment of Parking Lease between Hammons of Huntsville, LLC, and the City of Huntsville.
Resolution No. 25-470

 Sponsors: Legal
 Attachments: [Hammons Ratification Complete.pdf](#)
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- t. [2025-491](#) Resolution authorizing the Mayor to execute a Memorandum of Parking Lease between the City of Huntsville and Hammons of Huntsville, LLC.
Resolution No. 25-471

 Sponsors: Legal
 Attachments: [Hammons Memo Parking Lease Complete.pdf](#)
- u. [2025-492](#) Resolution authorizing the City Clerk to invoke Bryant Bank Letter of Credit No. 1358 for Packard Subdivision.
Resolution No. 25-472

 Sponsors: Legal
 Attachments: [Packard LOC Complete.pdf](#)
- v. [2025-493](#) Resolution authorizing the City Clerk to invoke Cadence Bank Letter of Credit No. 362001100702 for Meadows at Hampton Cove Phase 4B Subdivision.
Resolution No. 25-473

 Sponsors: Legal
 Attachments: [Meadows LOC Complete.pdf](#)
- w. [2025-494](#) Resolution authorizing the City Attorney to settle the claim of Anndrea Jones (Claim FY25-146).
Resolution No. 25-474

 Sponsors: Legal
 Attachments: [Jones Complete.pdf](#)
- x. [2025-495](#) Resolution authorizing the Mayor to enter into a Facility Use Agreement between the City of Huntsville and All Shook Up Bar and Beverage Catering, LLC, for the USO Low Riders Picnic.
Resolution No. 25-475

 Sponsors: Parks & Recreation
 Attachments: [Low Riders Picnic Fac Use Agr Complete.pdf](#)
- y. [2025-496](#) Resolution authorizing the Mayor to submit a USDOT Safe Streets and Roads for All (SS4A) Application for the Towards Vision Zero Huntsville Project.
Resolution No. 25-476

 Sponsors: Planning
 Attachments: [Toward Zero SS4A FY25 Grant App_COMPLETE.pdf](#)

- z. [2025-497](#) Resolution authorizing the Mayor to enter into a Memorandum of Agreement between the City of Huntsville, Alabama and Madison County, Alabama for the paving of Old Big Cove Road between Sutton Road and Taylor Road. .
Resolution No. 25-477

 Sponsors: Public Works
 Attachments: [Complete MOU.pdf](#)
- aa. [2025-498](#) Resolution authorizing the Mayor to enter into a Contract between the City of Huntsville and Whitworth Concrete Works, for the City of Huntsville Streets Concrete and ADA Upgrades-2025, Phase 2.
Resolution No. 25-478

 Sponsors: Public Works
 Attachments: [FINAL-COH-STREETS CONCRETE-ADA UPGRADES](#)
- ab. [2025-499](#) Resolution authorizing the Mayor to enter into a Contract between the City of Huntsville and Lambert Contracting, for the City of Huntsville Streets Concrete and ADA Upgrades-2025, Phase 3.
Resolution No. 25-479

 Sponsors: Public Works
 Attachments: [FINAL-COH STREETS-CONCRETE-ADA UPDGRADES.pdf](#)
- ac. [2025-500](#) Resolution authorizing the Mayor to enter into a Contract with Rogers Group, for the City of Huntsville Streets Resurfacing, FY2025, Phase 2
Resolution No. 25-480

 Sponsors: Public Works
 Attachments: [FINAL-COH STREETS RESURF,FY25, PH2.pdf](#)
- ad. [2025-501](#) Resolution authorizing the Mayor to enter into a Contract with Rogers Group, for the City of Huntsville Streets Resurfacing, FY2025, Phase 3
Resolution No. 25-481

 Sponsors: Public Works
 Attachments: [FINAL-COH STREETS RESURF,FY25,PH3.pdf](#)
- ae. [2025-502](#) Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville, Alabama and Kelly Davis.
Resolution No. 25-482

 Sponsors: Engineering
 Attachments: [Special Contract Kelly Davis 2025 complete.pdf](#)

21. NEW BUSINESS ITEMS FOR INTRODUCTION

- a. [2025-503](#) Introduction of an ordinance annexing 121.73 acres of land lying on the north and south side of Little Cove Road and west of US Hwy 72 E.
Ordinance No. 25-483

 Sponsors: Planning
 Attachments: [Little Cove Annexation Complete](#)
- b. [2025-504](#) Introduction of an ordinance annexing 0.33 acres of land lying on the north of Zierdt Road and west of Arnett Street.
Ordinance No. 25-484

 Sponsors: Planning
 Attachments: [Arnett Annexation Complete](#)
- c. [2025-505](#) Introduction of an ordinance annexing 6.40 acres of land lying on the west side of Segers Road and north of Hardiman Road.
Ordinance No. 25-485

 Sponsors: Planning
 Attachments: [McDonald Annexation Complete](#)

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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Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: 2025-451

HUNTSVILLE CITY COUNCIL MINUTES

Regular Meeting - May 22, 2025 - 5:30 p.m.

**City Council Chambers, City Hall
Huntsville, Alabama**

Members Present: **Mr. John Meredith, President
Dr. Jennie Robinson
Mr. Bill Kling
Ms. Michelle Watkins**

Members Absent: **Mr. David Little**

Mayor: **Mr. Tommy Battle**
City Administrator: **Mr. John Hamilton**
City Attorney: **Mr. Trey Riley**
City Clerk: **Ms. Shaundrika Edwards**

President Meredith called the meeting to order at the time and place noted above, noting the absence of Councilmember David Little.

The invocation was offered by Chaplain Jeff Warren; Councilmember Kling led the Pledge of Allegiance.

APPROVAL OF THE AGENDA.

President Meredith said the sponsor of Item 6.a on the agenda had requested that the item be postponed until the July 10, 2025, Regular Council Meeting; and a member of the Council had requested that Item 21.a be considered at this meeting, which would require unanimous consent of the Council.

The Agenda was approved as corrected.

APPROVAL OF THE MINUTES OF PREVIOUS MEETING.

President Meredith said the Council members had been provided copies of the Minutes of the Regular Meeting of the Council held on May 8, 2025, and the Minutes were approved as submitted.

PUBLIC HEARINGS TO BE HELD.

Public hearing on amending Zoning Ordinance, Article 3, Definitions, Section 3.1, Interpretation, to modify and add definitions; Article 73, Supplementary Regulations and Modifications, Section 73.1.1, Subsections (1) and (2), to modify definitions and requirements; and to add Article 78, Community Homes, which hearing was set at the April 10, 2025, Regular Council Meeting.

(Mr. Nunez made a PowerPoint presentation.)

Mr. Thomas Nunez, Manager of Planning and Zoning Services, said this item was before the Council as an amendment to add and to modify certain interpretations of definitions, to add Supplementary Regulations and Modifications for Community Homes.

Mr. Nunez said a "Community Home" was defined as a living arrangement for unrelated individuals with disabilities, primarily for individuals with disabilities who were in need of the mutual support furnished by each other, as well as support services, if any, provided by the staff of the Community Home. He continued that inhabitants may be self-governing or supervised by a sponsoring entity or its staff. He said a community home would seek to emulate a biological family and integrate the residents into the surrounding community, and to support interrelationships between inhabitants, and that the home must operate as a single housekeeping unit, with the exception of a transitional Community Home occupied by transients.

Mr. Nunez said this was to define Community Homes and allow for them to be integrated into communities appropriately. He said they would establish three types: an Essential Community Home, with non-transit living arrangements for a relatively small number of unrelated individuals with disabilities, with a duration of 180 continuous days, which was consistent with state requirements as related to

occupancy; a Group Community Home, with non-transient living arrangements for a moderate number of unrelated individuals with disabilities, with a duration of 180 continuous days; and a Transitional Community Home, with a transient living arrangement for no more than 14 unrelated individuals with disabilities, with a cap on the length of time to stay at less than 180 days, which he noted allowed for transient occupancy.

Mr. Nunez said Essential Community Homes would be permitted in any zoning district that allowed single-family dwellings, which he noted was a detached single-family structure on a single-family lot. He said these were for unrelated individuals with disabilities, with no more than six individuals within a home at any particular time, with staffing of more than one individual at any time. He said these would not be permitted in the following: A Planned Development Housing Development that existed prior to the existence of this ordinance, Research Park District, Research Park West, or Research Park Applications. He said one thing that would be consistent for these living facilities was a distance separation of approximately 1,000 feet, based on the radius of the existing structure itself.

Mr. Nunez said Group Community Homes would be permitted in any zoning district that allowed for multifamily dwellings and shall be located in a detached home on a single lot. He said unrelated individuals with disabilities shall be no greater than 10 and shall be allowed in the following districts: Residence 2A, Residence 2B, and Residence 2C. He said unrelated individuals with disabilities shall not be greater than 12 in all other districts. He said these were the districts that did not allow for single-family lots but did allow for multifamily, Highway Business C4, Neighborhood Business C1, and General Business C3. He said they were still talking about a detached home on a single lot, so this could not be a larger development or in an apartment complex, that they were strictly talking about a detached home on a

single lot that would be allowed in all these other districts. He said some of those homes would be considered to be grandfathered in, but they were following State compliance as it related to multifamily dwellings, and allowing for the cap to be a maximum of 12 individuals within those structures. He said this allowed for a staffing of more than one individual at any time, and he continued that these would not be permitted in any PD-H that existed prior to this ordinance.

Mr. Nunez said Transitional Community Homes would be permitted in any zoning district that allowed for boarding houses or rooming houses and shall be located in a detached home on a single lot, that unrelated individuals with disabilities shall not be greater than 10, and that would be in Residence 2-B; and unrelated individuals with disabilities shall not be greater than 14 in Light Industry and Heavy Industry districts, with staffing of more than one individual at any time, and they would not be permitted in a PD-H that existed prior to this ordinance.

Mr. Nunez said, concerning the purpose of this, that the staff had worked diligently to regulate these particular uses, and they wanted to have an understanding of how they regulated these and allowed them in the community because it was essential that individuals with disabilities be integrated into the community and would understand they were a part of the community, and they should not be ostracized in any way. He said this ordinance was designed to allow these three types of Community Homes to locate in a residential neighborhood without impeding their goals to integrate into the community and without altering the residential character of the neighborhood, which was so essential to the goal of Community Homes.

Mr. Nunez said, concerning existing non-conforming uses, that if there were community living facilities within the city, and they had active business licenses and were regulated by the State, and they were existing in non-conforming uses, they would be allowed to continue to operate as they currently were.

Mr. Nunez said there was a portion of this ordinance that spelled out a process about reasonable accommodation, that by FHA and ADA laws, they were required to set up a process of how reasonable accommodation could be requested, with that entity providing particular information the City might request or Legal might request, to review, and to establish a pattern of what that case might be, and to allow it or not. He said they had established that process, but he could not get into any particular details because this would be on a case-by-case basis, that the primary point was that by federal law, they were required to have an accommodation process, and that was what they had done through this ordinance as well.

Mr. Nunez said they had made some additional changes on Accessory Uses and Accessory Uses Permitted in a Residential District, and with this Accessory Use, it expressed that if someone were living in a home, they could accommodate and allow for people with disabilities to live with them, and the common area spaces would not count against them, not similar to if they were to have an occupational home office, which was restricted by ordinance to be of a particular size. He said boarders and roomers shall engage in the main building, and it did not take into consideration the common-area spaces, such as the kitchen or the living room or the bathrooms, that it strictly focused on the bedrooms or the areas occupied by those with disabilities.

Mr. Nunez said there were additional definitions, with one being for a Bed & Breakfast, a single-family dwelling operated as a transient lodging facility by a resident of the dwelling, which would provide overnight accommodations and morning meals to overnight guests, for compensation. He continued that there was also a Single Housekeeping Unit, a household consisting of non-transient individuals or non-transient interactive groups of individuals jointly occupying a separate abode, including joint access and use of all common living areas within that unit.

Mr. Nunez said that, lastly, there was the definition of "Family," that Family

could be one individual, or another definition would be any number of unrelated individuals who were connected by the following: blood to the fourth degree, marriage, adoption, foster care, guardianship, or two unrelated individuals in a domestic relationship who had made a commitment to share their lives together. He continued that this would allow for up to four unrelated individuals living together as a single housekeeping unit.

Mr. Nunez said there was also the definition of "Boarding House," as a building, other than a hotel or bed & breakfast, where compensation was provided, with meals to residents, for up to 10 transient or non-transient individuals, where boarders share common space, and the operator may supply some services, such as laundry and cleaning.

Mr. Nunez said a "Rooming House" was defined as a building where, for compensation, individual rooms are provided by a resident for up to 10 transient or non-transient, related or unrelated, individuals, in which they share common areas.

Mr. Nunez said there was the definition of "Transient" as an individual or family staying in a place for a period of less than 180 continuous days.

Mr. Nunez said the Council had approved outside legal counsel to support the Planning staff and Legal through another iteration of this ordinance, through Dan Lauber, so there might be additional changes to this. He said they had begun the additional research and were starting to provide Mr. Lauber with this information. He said this was a very solid first step in the regulation of living facilities and ensuring that individuals would be integrated into neighborhoods appropriately.

Public Hearing Opened.

Ms. Frances Akridge addressed the Council, stating her address was correct on the sign-in sheet, as she had called in earlier.

Ms. Akridge said she had previously been a special education teacher, and she

served as a group home facility manager on weekends when she was a special education teacher, so this topic of integrating people into the community was very dear to her. She continued that she also lived near two group homes.

Ms. Akridge said her concern about this was what if she, in her aging days, or what if six women wanted to live together in a house that was big enough for all six of them. She said as she understood this, they might not be able to do that, even if they did not know each other but wanted to share expenses and responsibilities.

Ms. Akridge asked if Section 73 included accessories, such as a cottage in the back yard, if the lot was big enough, in a certain zone, or if that was not being addressed with this.

Ms. Akridge said in Section 78, which appeared to be mostly about disabled people, she saw that it allowed for more than four but not more than six, and she was curious to find out why that number was picked, because if a house were big enough, and in at least one of the definitions of Community Homes, they could have more than six, and then another one said 14. She asked how the upper limits were decided on in each type of house. She asked if the total number of people included the supervisors. She continued that some of her neighbors had some come-aparts over the fact there were shift changes and cars changed, and they were counting heads, although she thought all of that was ridiculous, because everyone needed housing, and they all needed to learn that just because a person was developmentally disabled, they needed a place to live, and they needed to be invited to neighborhood events.

Ms. Akridge asked if the Administrative Review was considered a type of special exception. She said she was glad to know they had to have a "reasonable accommodation" paragraph, but it said the administrator would have the right to identify viable alternative accommodations that might satisfy the applicant's goals and federal law. She said she thought the Council should take offense to that. She

said there was dignity for the person and their advocate to choose what kind of accommodations they needed, that she did not think it should be up to the government's Zoning Administrator to decide where that alternative should be.

Ms. Akridge asked why a person would have to describe their disability or handicap, that this seemed like an infringement on one's personal and private rights.

Ms. Akridge said to Mr. Nunez that she hoped he had been able to take notes on her questions, and he could help her to understand more about the intent, as well as the language, in this ordinance.

Public Hearing Closed.

Ordinance No. 25-267, amending Zoning Ordinance, Article 3, Definitions, Section 3.1, Interpretation, to modify and add definitions; Article 73, Supplementary Regulations and Modifications, Section 73.1.1, Subsections (1) and (2), to modify definitions and requirements; and to add Article 78, Community Homes, which ordinance was introduced at the April 10, 2025, Regular Council Meeting.

Motion for Approval by Robinson/Seconded by Meredith.

Councilmember Robinson asked Mr. Nunez if he could explain why it was so important to do this and what the intent was.

Mr. Nunez said the intent was to ensure that those persons with disabilities had the same rights as others existing in neighborhoods. He said they wanted to ensure that these people were part of the community, and, also, they did not want to infringe on any particular laws, with respect to not allowing them in.

Mr. Nunez said, in relation to Ms. Akridge's questions regarding six individuals, that persons would fall under this regulation only if they had disabilities. He said that in no way would this ordinance circumvent the building codes, the fire codes, or any other ordinance within the city, occupancy rates, and so on and so forth.

Mr. Nunez said this ordinance did not address cottages or accessory dwelling

units, as they currently did not allow for accessory dwelling units in the city limits, but this was something the Planning staff was working on. He continued that this would be the occupancy of the primary structure, and if there were an accessory structure, those individuals could not occupy the accessory structure for room, bedding, or anything else, that it could be used, but it could not be occupied.

Mr. Nunez said, relating to reasonable accommodation, he was aware the language seemed peculiar, but he thought the language was doing exactly what it was intended to do, that it was not giving one individual the power or the authority to oversee the actions of a reasonable accommodation for the entity that might be requesting it. He continued that in some cases, this was a business that was occupying in a residential neighborhood, and there might be some other action they might be requesting that was not addressed in this ordinance. He said they wanted to establish a process. He said their Zoning Administrator was not the single individual making that decision, that they were reviewing with Legal, and with outside legal counsel, to make sure they were appropriately accommodating the request.

Councilmember Robinson said one of the reasons she thought this was important was that if they looked at the paperwork, the last time any of this was addressed was in 1963, and living arrangements had changed a great deal since then. She said sometimes people thought about group homes only in the context of people with intellectual disabilities, but there were many types of disabilities that were served by group homes. She said when they started looking at this, they did not have an ordinance that addressed group homes, that the closest thing they could find were boarding houses, rooming houses, and family daycare centers. She said she applauded the Legal Department and Planning for putting this together, because it would give clarity to everyone about where they were and put a process in place.

Councilmember Robinson asked if it was correct that with regard to that

process, there would be permits required.

Mr. Nunez said that was correct if it was a business operating, that if it was not a business, they would just have them submit the necessary documents to operate as a family.

Councilmember Robinson said they had these group homes that just kind of popped up, without anyone knowing about it, and she said there would be a process, that if they had a business license, to go through the formal permitting process, or in some other way notify the City, and get clearance for zoning.

Councilmember Robinson said a lot of this was about transients and people staying six months or more, and she asked how they would know if, in fact, the people in that residence were staying six months or more.

Mr. Nunez said they would have the ability to audit and review, on a case-by-case basis, to ensure they were upholding the law, and the ordinance, if the Council were to approve this at this meeting. He said they would have the ability to ensure they were doing that, and if through their audit, they found they were not, then, at that time, they would be able to remove their license and that activity.

Councilmember Robinson asked if that would also be as to the number of people who were living in a residence.

Mr. Nunez replied in the affirmative.

Councilmember Robinson said there was a review process for accommodations, and that was a good thing to have, and she was aware that would be developed as they went along with this.

Councilmember Robinson said Mr. Nunez had mentioned they would see some iterations of this, or maybe more procedures coming out.

Mr. Nunez said that was correct. He said he could not necessarily speak to what those actions would be. He said many of the actions they had taken followed

state laws, and Circuit Court as well, that they were abiding by all those, and abiding by federal laws for that process. He continued that Daniel Lauber was helping them even further, to ensure they were doing the things they needed to across the board. He said this was their first step in the right direction.

Councilmember Robinson said that, then, they were working to ensure that Fair Housing laws and ADA accessibility laws were being addressed, that the needs of the group homes residents were being addressed by permitting them in all zoning areas, depending upon what the configuration of the home would be.

Mr. Nunez said that was correct.

Councilmember Robinson said she applauded them for the work they had done on this. She said she had sat in on a number of these meetings, and it had been a very careful, thoughtful, and intentional process. She said that for clarity, this was important to have in their ordinances.

Councilmember Watkins said to Mr. Nunez that she was concerned about people having to disclose their disability, and she asked if there was a reason why they needed to know their disability. She asked if it was correct that they had to describe their disability.

Mr. Nunez said that was correct, but it could be described in the operation of the business that was receiving the application.

Councilmember Watkins asked if, then, people did not have to be specific, that they could just say they had a disability.

Mr. Nunez said that was correct. He said they would have to abide by federal law, that in the definition of "disability," they followed FHA and ADA compliance, that they were following those actions, that process.

Councilmember Watkins said, to be clear, the only thing people had to say was they had a disability, and they did not have to go into detail.

Mr. Nunez said that was correct.

Councilmember Watkins said she had concerns that the Zoning Administrator made the decision, and she asked if there was an appeals process.

Mr. Nunez said there was no particular appeals process, but there was a reasonable accommodation process. He said in a traditional sense, when it came to the Zoning Ordinance, one could appeal to the Board of Zoning Adjustment, but that would not be the case with this, because they did not want to put their voluntary Board of Zoning Adjustment in the use or the review process of something that was protected by federal law, and that was why they had established a process that was ensuring that the Planning staff, the Zoning Administrator, and Legal were involved, to ensure they were following that federal process, and ensuring that they were protecting not only the applicants but also protecting the City in that process.

Councilmember Watkins asked if Mr. Nunez could give her an example of the reason someone would be denied.

Mr. Nunez replied in the negative, stating that he could not get into the particular process of what a reasonable accommodation could be. He said this would be on a case-by-case scenario, that it might be by occupancy, that they might have to review for the Fire Code, or for the Building Code. He said there were a gambit of options, so he could not be specific to one, to provide that. He said he was sorry for that, but it was just such a vast opportunity to discuss, and he could go down a rabbit hole to state that. He said he did not want to make a wrong judgment, because he would not know what the particular request would be.

Councilmember Watkins said she did not want Mr. Nunez to go down a rabbit hole, but, at the same time, she wanted to have an idea of what would be a reason to turn someone down, because they had the power, that whoever the Zoning Administrator was had the power, and not the Council.

Councilmember Watkins said she needed to understand what would justify turning someone down. She said an individual was blowing her phone up daily because they could not get their application processed, and they said they had met all the requirements, and this was holding them up. She said what she was concerned about was if this ordinance were passed, what would be some justifications for not approving someone. She said there were going to be some instances where persons would not be approved, and they were going to be calling Council members, and she needed to understand this. She said they were wanting her to approve this ordinance, but they could not tell her what would be types of reasons to turn down an application. She said she wanted to understand that.

Mr. Shane Davis, Director of Urban and Economic Development, said he and Mr. Nunez and Legal had gone through this, and he said one example that had come to mind was that an applicant would turn in an application, and it met the requirement of a single-family, residential lot, and it was in the right zoning, and part of that application process would be the proposed number of units available, and, say, it was four people, but it was only a two-bedroom. He said they would have to follow Fair Housing, ADA, and the types of disabilities they wanted to try to help, or to house, and then they would have Inspections and Zoning to go through, and maybe the doors would not accommodate wheelchair access, so now it was to ensure that someone setting up that business could accommodate that person who was going to pay rent, for their disability. He said that could be one of the things, as an example, that would be denied, but that applicant would be able to go back and make modifications to that dwelling, that, for instance, they had added a bedroom, or widened the doors, and then it would go from a denial to an approval. He said they had to make sure they were very careful and were not discriminating against anybody, but also protecting that future resident at that dwelling, that the accommodations for

that residence, or that address, would accommodate that person with a disability.

Mr. Davis said that was one example, that he was sure there were a hundred more, but that was an example.

Councilmember Watkins said all she wanted was an example, and she thanked Mr. Davis.

Councilmember Watkins said she was still a little concerned about supporting this, because the language was vague, that it was not specific. She said she was aware Mr. Nunez was not an attorney, but the language was vague, when they said they needed to know the disability. She said if it was just that one was to write down in the application that there was a disability, that should be in the language. She said the way it was written was vague, and it could be interpreted differently by whoever was accepting the application.

Councilmember Watkins said she believed Mr. Nunez had said they had outside counsel.

Mr. Nunez said that was correct.

Councilmember Watkins said she was confused, because at the prior Council meeting, Mr. Riley had told her he had 14 good attorneys, and he was one of them. She asked why they were seeking outside counsel when they had 14 attorneys.

Mr. Nunez said Mr. Lauber had been approved by the Council, he believed in December of 2024. He said Mr. Lauber was the foremost expert in this particular area, that he had been through several Supreme Court actions, and several District actions as well, that he was the most formidable expert in this area. He continued that Mr. Riley had 14 excellent attorneys, but one that was specifically in this area was essential to how they would grow this ordinance.

Councilmember Watkins said they had 14 attorneys, and one of them could not advise them on this, and she said that was a problem. She said, for future reference,

she was going to put on the record that when they came in wanting outside counsel and brought it before her, she was not voting for it, that they had 14 good attorneys.

Mr. Riley said they had 14 good attorneys, and they had attorneys in his office who had worked on this matter, but part of being a good attorney was recognizing there were areas involving special expertise where the City would benefit. He continued that part of his job was helping to make that determination. He said that with Mr. Lauber, they had availed themselves of a nationally renowned and recognized expert in this area to assist them. He said he would not apologize for bringing Mr. Lauber in, that they had done so to try to provide a product which would best meet the needs of the City. He said it was not that the City Attorney's office had removed themselves from this, nor had Planning, that there were attorneys in his office who were working on this and had spent countless hours with Mr. Nunez and members of his department working in this area, and they had become quite expert in this as well, and the fact that they were utilizing Mr. Lauber should not be looked upon as some sort of disappointment with their availability. He said it was just a decision made to help them with this very complicated area.

Councilmember Kling asked Mr. Nunez how what was being proposed compared to similar types of ordinances other cities in the southeastern region had.

Mr. Nunez said that through the Legal and Planning staffs, they had reviewed multiple ordinances, and he thought this aligned with those, and gave a little more validity in some of the definitions and the actions they had taken, and they were definitely different from what other cities and municipalities had in the state of Alabama. He continued that they had reviewed other municipalities, in Georgia and Florida, as well, just to ensure that they were following and grabbing some of the best nuggets of their process, to ensure they would be putting a good ordinance in place. He said they had reviewed those, and he would say theirs stood up very well, and it

might even be better.

Councilmember Kling said if they were to have, say, two houses on a street, and one was a group home, and the other was a traditional, single-family home, and if there was something that did not look right, that, say, a Council member got a phone call about a specific address having a lot of junk/litter in the front yard or, say, there would be a car repair shop operating late at night in the middle of a residential area, that on those types of things, a Council member would probably contact Community Development, and the Zoning Administrator, concerning these alleged violations to look into. He asked if anything in this ordinance gave any type of exception to these types of group homes, compared to what they would expect in the normal zoning of any single-family home in a neighborhood.

Mr. Nunez said there would be no exceptions to those particular actions, that this would not circumvent or deviate from any of their City regulations, that all City regulations would be followed and enforced. He said that with any such questions, the Council members could continue to follow the same process as to contacting him, or any other department, and they would investigate and provide the Council information, so they could clearly provide it to their constituents in that process.

Councilmember Kling said he believed HUD required a minimum square footage amount for any person who lived in a, quote, traditional single-family house. He asked if that type of square footage applied to group homes.

Mr. Nunez said those same requirements would still be in place, as they were federal requirements, and there was no circumventing of those as well.

Councilmember Kling said there were a lot of questions by a speaker from the audience, and he asked if all of those were addressed.

Mr. Nunez said he would get with the speaker concerning her questions and take into account some of her concerns as they continued to evolve from the baseline

of this ordinance.

Councilmember Robinson said she thought one of the advantages of hiring outside legal counsel, and in particular Mr. Lauber, who had experience across the country and had tried these cases in court and was well-versed in ADA law and Fair Housing law, was that he had a broader perspective and knew where the land mines were, because he had seen it in other communities, so his help on this would bring that broad perspective, and they would benefit, so that they would have an ordinance that would help them avoid pitfalls and was perhaps modeled after successful ordinances in other states, so this was not something they were doing on their own, that it was lessons learned, and it would be a better ordinance as a result.

Mr. Nunez said Mr. Lauber was not only legal counsel, that he was also a member of the American Institute of Certified Planners, that he was a planner as well, so he understood the gambit across the board, and they were very lucky to have him aboard and supporting them.

Councilmember Watkins asked how many times they had been sued for Fair Housing, or if they had been sued.

Mr. Nunez said he could not answer that question.

Councilmember Watkins said they were talking about suits, but no suits had been brought, so they were justifying this because she had inquired about having outside attorneys.

Mr. Riley said he would be the first to say he was not an expert in ADA law. He said he was the City Attorney, and he could not be an expert in any and all areas of the law, and this was a very complicated area of the law. He said he did know enough to know that this was an area that was fraught with possibilities for litigation. He continued that, however, they were not doing things just for the purpose of avoiding litigation, that they were trying to abide by the law, not so that they would not get

sued, but so they would do the right thing for the people who were in the city.

Mr. Riley said there had been the impression that they had appointed a Zoning Administrator as this all-powerful person who was making all these adjustments, and that was not what this was at all. He said if they looked at what was before them, it clearly stated that the Zoning Administrator was not appointed for the purpose of enforcing or interpreting their zoning ordinance, that he was someone to assist, as required by federal law, with review of requests for reasonable accommodations.

Mr. Riley said what they had done in this particular ordinance was to try to outline the availability and make folks with disabilities understand they did not have to concern themselves with coming to them within certain areas, that they had outlined the numbers that were available. He said that was not saying there was no possibility that anything above that number was available, that there might be special circumstances involved in someone's situation where they would want to request a reasonable accommodation, and, as federal law required, they had appointed someone who would make that determination, and he would do so in concert with not only the Legal Department, with Planning, but with other appropriate departments of the City, as was required. He said there was no administrative appeal to this, but anyone who was dissatisfied with their determination would still retain the right to bring action, in federal court or in state court, under the various laws that would apply to this situation. He said that was there, but the purpose was not to be overly repressive, that it was, in fact, to provide that opportunity to folks, to say, "My situation is a little different, and that is why I need a reasonable accommodation."

Councilmember Watkins said to Mr. Riley that she was reading Section 78.5.1 (d), and it said, "The Zoning Administrator's decision shall be based on the information provided by the applicant and such other information that he deems relevant to the determination, and, as to the specific accommodation provided, shall

be as determined by the Zoning Administrator.” She said Mr. Riley could not mix apples and oranges, that he had just said the Zoning Administrator was not the sole decision-maker.

Mr. Riley said he did not understand Councilmember Watkins' question.

Councilmember Watkins said he had just said it was not the decision of the Zoning Administrator.

Mr. Riley said there had to be someone who made the decision.

Councilmember Watkins said she had asked about who made the decision, and she had said it was too vague, and was there an appeals process. She said that because she sat there and asked questions, many times they wanted to come back and come back to everything she said, when she was just asking questions for clarity, because there were a lot of people who did not understand what was going on, what decisions were being made, and it needed to be explained in these Council Chambers.

Councilmember Watkins said Mr. Riley was a good lawyer, so he should be able to explain Section (d).

Mr. Riley said his purpose in discussing this was not just from Councilmember Watkins' remarks but also to questions that were put forth by Ms. Akridge. He said he had discerned there was this image that they had this all-powerful Zoning Administrator, and he had simply tried to explain his characterization.

President Meredith said to Mr. Nunez that "vagueness" had come up quite a bit, and he asked if he had heard correctly that there would be tweaks made to this ordinance in the near future.

Mr. Nunez said that through the research with Dan Lauber, there might be other iterations of this ordinance to come through, as the Council approved it. He said that although the language stated that the Zoning Administrator's decision shall

be based on the information provided, he would not be making that decision single-handedly, that he, as the Manager of Planning and Zoning Services, managed the Zoning Administrator and the tasks of Zoning Administration. He said decisions that were made were not made single-handedly, alone, that they were reviewed through other departments as well. He said they would involve the Fire Department if they needed to, and Legal if they needed to, so it would not be a single individual. He said this was similar to the platting process, as well, that the language stated that the Director of Planning would make the decisions, but, again, they involved Engineering, and they involved Water Pollution Control, and Traffic Engineering, through that process, as well, that it was not a sole individual making that decision, that on paper it was, but individually, it was not.

President Meredith said he was not necessarily tunnel-visioned on that, that he was talking about what he thought he had heard about future tweaks to this.

Mr. Nunez said that with Dan Lauber, they might go deeper in bringing particular actions, that he could to speak to that, but Mr. Lauber would dig deeper into their ordinance, and into research within the community, of existing facilities, and dig deeper into some other case law, as well, that might not have been addressed in this first iteration of the ordinance. He said Mr. Lauber would have to do the research to understand Huntsville and how Huntsville had reacted and facilitated this action of community living facilities and disabilities within the city.

President Meredith said that hearing that, his concern was this was not ready for prime time, that if they were bringing on an outside expert to take a look at it, they should wait until that person weighed in before approving an ordinance.

Mr. Nunez said that at this time, they were in the position that they had nothing, so they would rather have something that solidified this and was a first step. He said the base of this was a compilation of multiple departments and multiple

iterations of other cities, which had been tried in court, and their laws had stood up against some of the Circuit Court and Supreme Court rulings. He said this was a very good first step in ensuring that these cases were not going to the Board of Zoning Adjustment, and they were protecting those individuals with disabilities to be integrated into the community in an appropriate way. He said there could be other iterations of this, but he was of the belief that this base would not change, that there would be other additions, but the base would not change.

Councilmember Robinson said that as Mr. Nunez had said, they had nothing at this time, and she said she had had inquiries that could be answered if they had this ordinance. She said they could at least start answering questions about what a group home was and where group homes were allowed. She said she thought what Mr. Lauber might eventually help them with was the permitting process and the procedures of how some of this would be implemented. She continued that then, as they did with many of their ordinances, they would come back and perhaps define those things a little bit more, as the application process went on. She said what they needed at this time was what was a group home, what kinds of group homes were there, how many people could be there, and what zones were permitted uses. She said that tool was probably what would not change, and that was what they needed at this time.

Roll-Call Vote on Motion for Approval of Ordinance No. 25-267.

Ayes: Kling, Robinson

Nays: Watkins, Meredith

Absent: Little

Failed.

President Meredith said the motion had not passed.

President Meredith asked Mr. Nunez to work with Councilmember Watkins on

her concerns, and he said he had a couple of concerns as well, and he would weigh in as would be appropriate. He asked that they make sure Councilmember Watkins' issues had been addressed when this was brought back up.

PUBLIC HEARINGS TO BE SET.

Resolution No. 25-391, to declare a public nuisance located at 2216 Hall Avenue, NW, Huntsville, AL, and to set the date for when objections will be heard, **at the June 12, 2025, Regular Council Meeting.**

Motion for Approval by Kling/Seconded by Meredith/Unanimously Adopted by the Council Members Present.

(RESOLUTION NO. 25-391)

Resolution No. 25-392, to set a public hearing on the vacation of a right-of-way at Memorial Parkway and McBroom Street, **at the June 26, 2025, Regular Council Meeting.**

Motion for Approval by Robinson/Seconded by Meredith/Unanimously Adopted by the Council Members Present.

(RESOLUTION NO. 25-392)

Introduction of Resolution No. 25-393, consenting to the vacation of a right-of-way at Memorial Parkway and McBroom Street.

Introduction of Ordinance No. 25-394, vacating a right-of-way at Memorial Parkway and McBroom Street.

MAYOR COMMENTS.

Mayor Battle made the following appointment and reappointments:

Appointment of Charles Allen to the Earlyworks Museums Board, for a three-year term to expire June 26, 2028.

Reappointment of Tonya Perry to the Human Relations Commission, Place 12, for a four-year term to expire March 13, 2029.

Reappointment of Kim McQuinn to the Board of Examinations and Appeals for Construction Industries, Place 14, for a three-year term to expire May 22, 2028.

Mayor Battle said some areas in the city had been hit hard with the recent storms, but they were lucky that they had not had tornados on the ground. He thanked everyone in the city who had responded to the storms.

Mayor Battle said this week was EMS Week, and he wanted to honor everyone involved in Emergency Medical Services, including HEMSI.

Mayor Battle said people had moved into the new homeless camp, and it looked much better than what had been seen in the past, and they were putting in new rules so that hopefully they would not go back to what had been seen.

Mayor Battle said the Metropolitan Planning Organization had met the prior day, and he said this was an organization that worked on roads and roadways that were needed for the city. He said the MPO had named the previous day "Curtis Vincent Day," noting that Mr. Vincent was one of the most important people in North Alabama, that he was the Roads Director for North Alabama, with the Alabama Department of Transportation. He said Mr. Vincent had been involved in many major projects in the city, and he had always told them they needed to show up and to collaborate, and they had done so, with him and with the Highway Director, and through this, they had been able to keep the roads growing as the population was growing. He said they still had more to do, that they had not ever gotten everything they wanted, and he did not think they ever would, but they had made some great progress, and a lot of credit for that went to Mr. Vincent, and they all wanted to thank him for the job he had done.

COUNCIL MEMBER COMMENTS.

President Meredith said that in Councilmember Little's absence, he would

deliver his comments.

President Meredith said Councilmember Little wished to thank the Water Pollution Control team for their quick response in addressing a sewage leak in one of his neighborhoods, and to pass on that the residents were very grateful.

President Meredith said Councilmember Little also wanted to thank Nicholas Nene for meeting with residents on a traffic concern within his district, that he wanted to thank Planning and Engineering for addressing other concerns in the past few weeks, and he wanted to send out a big thank-you to employees with the Public Works Department, the Huntsville Police Department, Huntsville Fire & Rescue Department, Huntsville Utilities, and other departments for their swift work in getting the roads cleared and power restored in the Blossomwood, Monte Sano, and Dug Hill areas.

Councilmember Robinson said she was very hopeful that the Community Homes ordinance would again come before the Council. She continued that she appreciated the work that had been done by the Legal Department and the Planning Department, noting that it had been a year in coming, that it was very thoughtful, and it was much needed in the community. She said they needed to provide answers and clarity for people who wanted to start group homes and for people who had group homes in their neighborhood. She said they had to be able to answer questions concerning this, and they needed to be able to do so as quickly as possible.

Councilmember Robinson thanked the Green Team for helping to host two cleanup days, at Ditto Landing and the South Huntsville Cleanup.

Councilmember Robinson said that earlier in the day, an alligator had been euthanized at Hays Farm, noting that this was a 10-foot alligator that had been approaching people on the bank. She said the Department of Conservation and Natural Resources had taken swift action when they recognized the alligator was

behaving very abnormally, by approaching people, and it was obvious the alligator had been fed. She said WHNT had done a good story on this and had provided great educational resources for the community, and the Department of Conservation and Natural Resources also had something on not feeding wildlife, and the reasons therefor. She said this swift response to the concerns of the residents was greatly appreciated, to keep the community safe.

Councilmember Robinson congratulated all the graduates, noting that Councilmember Little was not at the meeting because his son was graduating from Huntsville High School.

Councilmember Watkins congratulated the Alabama A&M University graduates.

Councilmember Watkins congratulated Vujee Vegan, noting that they had a grand opening recently, and she loved their burgers.

Councilmember Watkins said she had attended Jemison High School's baccalaureate recently, and on the following day, her grandson would be graduating from Jemison High School, and she wanted to congratulate all the graduates, noting she was looking forward to them doing some great things in the community, and she said she would support them in any way she could.

Councilmember Watkins said she would be holding a Town Hall on June 17, at the Shurney Center, from 5:30 to 7 p.m., and they would be focusing on the roads, with some department heads present, and she said she had also asked the Mayor and the City Administrator to attend. She said roads were all she heard about, and she understood why, noting that she felt as if she were riding on a race track in some areas, bumping all over the place. She said they had to address this, that infrastructure in the city was very important.

Councilmember Watkins said June 21 would be District 1 Community Day, at

the Johnson Legacy Center, from 10 to 2, and the focus would be on health, physical health and mental health, and there would be activities for the kids, that it would be a good event for the entire family.

Councilmember Kling said he agreed with Councilmember Watkins, that roads and traffic flow were basically the main topics he had heard about during his recent Town Hall meeting. He said one good thing that had been brought up was the California Street resurfacing, noting how quickly it had been done.

Councilmember Kling said Archer Park was a neighborhood park, and he had appropriated money to the Arts Council for providing sculptures there, and there had been the unveiling of a sculpture, which was a partnership between some of the elementary school students and a local artist. He said he thought this was a great addition to Archer Park.

Councilmember Kling said there were still some people without power from the recent storm, and he said everyone was working hard to get it restored.

Councilmember Kling said he had had many inquiries concerning the Merts Center, and he said this project had been through a lot of starts and stops, and the latest word they had was that it was estimated that the Merts Center project would be completed, to be turned over to residents, on August 1, and he said when that happened, he thought it would be a great shot in the arm for the downtown area.

Councilmember Kling said a concern that had been referred to Natural Resources had to do with noise coming from the Lumberyard development on Meridian Street, noting that late-night loud noise had been brought to his attention, and he had contacted Natural Resources, and they were working on that, and the residents in that area should be getting some relief soon. He said when the Council had allowed for live entertainment at this facility, it was done with the understanding that they would be good neighbors, and they had expected them to comply with the

noise ordinance, which dealt with the hours of live entertainment, as well as noise level.

Councilmember Kling said he had recently visited the new homeless camp, and he had the opportunity to talk with a couple of residents, and he was very pleased with what he had seen, noting that the residents seemed to feel that they had been given their own space at the camp. He said one of the residents had been cleaning the area, and he said he thought this showed that they realized this was a nicer area, and they were going to try to keep it up. He said two concerns had been raised, one concerning the heat on the asphalt, and he thought this was being looked into, and there was a concern about the possibility of putting some sort of tents or shelters up, above and beyond the individual tents that were there. He said he appreciated the attention that had been given to this camp, noting that he believed it was more humane, more dignified, and more sanitary, and, very importantly, more respectful toward these individuals.

Councilmember Kling asked Recreation Services to please look at Pine Park, noting that this might be the only neighborhood park in the city that did not have any type of shelter, and when grandparents took their grandkids to the playground, they had to sit outside, in the elements, that there were a couple of benches but no shelter. He said that hopefully this was something that could be added at Pine Park.

President Meredith said the next Council President's Forum would be on Tuesday, June 3, at 4 p.m., in the Council Chambers, and his guests would be Amy Jones, the Affordable Housing Officer; Randy Barbour, with the Office of Multicultural Affairs; Larry Lowe, Chief Innovation Officer; and Allen Muzny, with the Inspections Office. He said this meeting was open to the public, and there would be the opportunity to ask questions of any of these individuals.

President Meredith said his next Town Hall would be on Thursday, May 29, at

The Reserve Clubhouse, 119 Natures Way, at 6 p.m.

President Meredith thanked the many City workers who had responded to the recent storms, and he thanked Huntsville Utilities for restoring power in the area.

FINANCE COMMITTEE REPORT.

Resolution No. 25-395, authorizing expenditures for payment.

Motion for Approval by Watkins/Seconded by Kling/Unanimously Adopted by the Council Members Present.

(RESOLUTION NO. 25-395)

President Meredith recognized Ms. Penny Smith, Director of Finance, for a presentation.

(Ms. Smith made a PowerPoint presentation.)

Ms. Smith said she would be presenting the proposed changes to the current budget, FY 25. She said the Council members had before them a copy of the slides of what she was going to present, a copy of the changes to the various funds and departments, in a narrative form. She said at most Council meetings, the current budget was tweaked, and that was no different than what would be happening at this time, that it was just a little bit longer form, more in depth. She said this was generally movement between funds or new obligations the City had entered into, via resolutions or ordinances that had been passed. She said all this was usually done in item 20 on the agenda, and the action before the Council could take place at this meeting, if the Council so desired, that this was item 20.b.

Ms. Smith displayed a slide entitled "Economic Indicators," and she said in recent months, they had seen the volatility in the markets, and that was part of what was affecting them at this time. She said in recent months, inflation had eased to 2.3 percent, in April, and consumer spending had slowed, noting that that followed consumer confidence, and she believed this lack of consumer confidence had led to

some of the spending trends they had in the city. She said personal income continued to climb, and they were still in a tight labor market, but that was slowly trending upward in the last few months. She said uncertainty was the word, that that was what she had seen in most of the economic reports. She said recession was still a concern, but it was not knowing what was on the horizon that seemed to set the stage for what she would be presenting. She said they would continue to watch the Federal Reserve and the treasury markets for how this would affect the City of Huntsville and the economy as a whole.

Ms. Smith displayed a slide concerning Sales and Use Tax, through April 2025 - 58.3 percent of FY 25 Elapsed. She said on this tax, they were down from the same time the prior year by about 1 percent, a little over \$2 million in revenue to the City, and they were at about 56 percent of budget, so they were below where they should be for the budget. She said they were proposing a decrease in Sales and Use Tax, and she would discuss that momentarily.

Ms. Smith displayed a slide concerning Lodging Tax, and she said this looked good at this time, that they were 2 percent of where they were the prior year at this time. She said they were not proposing any changes to the Lodging Tax, that they expected this to go well throughout the remainder of the year.

Ms. Smith displayed another slide, and she said PILOTS were doing very well. She said PILOTS were a product of Huntsville Utilities, that they were a City-owned public utilities, that they did not pay ad valorem taxes, that PILOTS represented Payments In Lieu Of Taxes. She said that through TVA, they had an agreement, by ordinance, with Huntsville Utilities, and they paid a percentage on the assessed value of their land that was in the city, for all the rights-of-way they had for Huntsville Utilities, and other land they owned, and through that they had that assessment, which was for electric. She said in the 1950s, the City Council had passed additional

gas and water resolutions that allowed the Gas and Water boards to pay the City 6 percent of net bills, and that was also included in this number they could see on the displayed slide. She said in the current year, this number was expected to exceed the budget, so there would be a proposal to increase this at this meeting.

Ms. Smith displayed another slide, and she said this displayed Selective Revenues for the General Fund. She said Column 3 showed the year-to-date actual, through April; Column 4 was the percentage of the budget used through April; Column 5 showed the proposed revisions; and Column 6 was the proposed budget should the changes be adopted. She explained some individual items under Revenues, and she said the proposed upward revision from PILOTS would offset some of the decrease in Sales and Use Tax.

Ms. Smith displayed another slide, and she said the Sales and Use Tax not only affected the General Fund but affected multiple other funds in the City, by ordinance, and they could see that in the upper left-hand corner of the slide, and she further explained this.

Ms. Smith indicated on the slide the 2025 Budget as it was presented, at almost \$324 million, and she indicated the 2025 Proposed Revisions, for a total reduction of approximately \$10 million. She said the individuals who were in charge of the other funds, being the Huntsville City Schools, the 1990 Capital Improvement Fund, and the 2014 Capital Improvement Fund, would need to absorb the proposed revisions as appropriate, noting that they were aware of these changes that would be coming and were working on this. She said at this time, she remained focused on the General Fund, as it was the largest fund of the City.

Ms. Smith displayed another slide, and she said this displayed a summary of the General Fund expenditures through the end of April. She said Personnel was at 55 percent of the budget, and this was adjusted through the April 27th payroll, to

obtain an accurate picture of expenses, to make sure they were on point for the recommended changes. She said Appropriations looked high, but this tended to be weighted at the beginning of the year because of the way they paid outside agencies, and they would come in right at 100 percent at the end of the year.

Ms. Smith said the departments had been asked in April to attempt to conserve at least one percent of their remaining budgets, and they had done very well in these efforts, and she believed they would be successful overall in this, even though every department could not necessarily meet that amount.

Ms. Smith said that overall, the General Fund remained under budget by a little over three percent. She said the City typically came in around five percent below budget, but due to tighter margins and the expenditures at the outset of year, they had expected to see reduced savings over time, but they were hopeful that with the diligence of the departments and pushing toward those savings, they would meet at least three percent savings, and possibly even more overall this year.

Ms. Smith displayed another slide, and she said they would look at some increased expenditures. She said there was an increase to the Madison County Jail Operations, in the amount of \$20,000, noting they had seen an increase in inmate medical services over time, that they were trying to make sure they got good care. She said they believed this amount would carry them through to the fiscal year-end. She said they had also seen an increase in Fleet Services, in attempting to maintain City vehicles across all departments. She said there was \$250,000 for Repairs and Maintenance for City vehicles.

Ms. Smith said they had seen an increase in Injuries and Claims, noting that this was for both Workers' Compensation payouts and injury claims and judgments, and it was an increased amount of about \$900,000.

Ms. Smith said they had established an appropriation in Resolution

No. 25-332, to provide for the funding of the Chief Innovation Officer. She said this \$50,000 represented the two quarters in this fiscal year.

Ms. Smith said there was an increase in Information Technology Services Capital of \$90,000, to purchase City Detect. She said this contract had not been before the Council, but it would be coming in the next month, that they were trying to get this on board as they moved through this process.

Ms. Smith said they were going to establish a transfer appropriation to the Amphitheater Fund, in the total amount of \$2.2 million, which would provide for commitments and supportive operations, for both the prior year and the current year.

Ms. Smith said there was a decreased appropriation to the Post-Retirement benefits. She said they were self-insured for health care for both their current employees and retirees, and because of the trust fund, they had that in two separate funds, and they had had a lot of reductions in their health care for retirees and for employees, so this had produced savings in those funds. She continued that they had originally budgeted a \$4.5 million transfer to the Post-Employment Funds, and they were going to reduce the transfer to the retirees health for the remainder of the year, so that would be a savings.

Ms. Smith said the total expenditures for the General Fund would increase by approximately \$528,000.

Ms. Smith displayed another slide, and she said they had reduced Revenues of approximately \$3.2 million, and an increase in expenditures of approximately \$528,000, for a total funding deficit of approximately \$3.7 million. She continued that what had been committed by departmental savings, that one percent, was \$1,679,000, so the additional amount that should be funded from the Fund balance was approximately \$2.1 million. She said that was if needed, because any other savings in the departments or any kind of increase in Revenues that would come

about would mean that that would not have to happen. She said in years past, they had benefitted from an increase in Revenues and had been able to not only take advantage of opportunities and different amenities that had come their way, but they had also been able to increase their Fund balance, which was good for the City of Huntsville in a number of ways. She said she felt comfortable that if needed, they could go into their Fund balance for this amount and pull that out, noting that that was part of what a Savings Plan was there for.

Ms. Smith asked if there were any questions.

Councilmember Kling said they had cutbacks that were going to be made in the 1990 and the 2014 Capital Plans, and he asked what specific projects would be impacted by this.

Ms. Smith said she would let Mr. Davis and Mr. Hamilton answer that question.

Mr. Davis said at this time, at least for the road projects in the 2014 Capital Plan, they saw no change. He said the reason for this was that almost all those projects were so significant in value that they were funded over multiple budget years within the 10-year Capital Plan, so what would happen in case they got in a situation was that it would not necessarily cancel a project, that they might go to late bidding a project, 90 days or 120 days, to get into that next fiscal year, to take those funds and combine them with the funds in the current budget year. He said they did not foresee this canceling or stopping any of their capital projects, that they would just adjust the timing of when those funds would be expended.

Councilmember Kling said he believed everyone had seen news reports that it looked like Huntsville would be the new headquarters for the Space Command, and he asked if this was correct, if there would be anything from such an announcement that would cause the influx of new revenue coming into City government, or if it

would just be housing starts, as that came down the line but was not imminent.

Mr. Davis said no one had a crystal ball, and that was not a decision they got to make, but certainly they had put their best foot forward in their response, and the community was ready for Space Command, that they had been ready for five years. He said should they be fortunate to be selected, he did not think they would see an immediate influx, that he thought they would see that influx in three to five years, that impact on the economy; however, that type of news would create consumer confidence of what the future looked like in the community.

Mayor Battle said Councilmember Kling might recall that when the City was in this competition, it was set up as a six-year project, and perhaps now they were looking at a four-year project, but it would have a ramp-up period, that it would take three to four years to ramp it up.

Mr. Davis said he would add that certainly not all was lost in the economic times they were navigating through, that in his office, in Economic Development, there was a lot of opportunity on the board they were working, and they hoped to see some fruition of these later in this calendar year. He said they were still working hard, and they had a great community that people nationally and internationally were recognizing, and they would just see what the future held.

Councilmember Robinson said they would be entering into the budget process in the summer, and she asked how these numbers that had been presented would impact that budgeting. She said they had talked the prior year about this being a lean budget, and it sounded like it was going to be more lean. She asked what they should expect in terms of the budget outlook.

Ms. Smith said they were currently working on that and working through it, that they met with all the departments, and on the heels of this presentation was always going back through and scrubbing the forecast again, seeing what had

happened in the month of May, and what was trending. She said they got input from the County and from Huntsville Utilities, what they were seeing, so there was still a lot of work to do. She said she would hesitate to say what was on the horizon, that if the trends continued, it would be a very tight budget, but if they saw some lifting of that, it might look very different. She said they would just have to move through this, noting that in the number of years she had been with the City, she had watched trends look way down and then turn upward and go just the opposite way. She said they would look to that and look to their partners and what the economic forecast was for development, and things like that, in order to put forth the best proposed budget they possible could.

Councilmember Robinson said the Council budget input session would be coming up in another month or so, and that would certainly temper their expectations and requests they would make.

President Meredith said there was a line item, Non-departmental/Legal, \$900,000, and the description was "Claims and Judgments." He asked what that was, noting that almost \$1 million seemed like a lot of money for an increase in claims. He asked if they were having more claims put on them or if the average results were higher.

Ms. Smith said she would let Mr. Riley address that, but she was aware they had one claim in particular that was very high, and sometimes just one claim could skew that budget in that way.

Mr. Riley said there were two claims during the last year that were much higher than what they were used to. He said with a municipality such as this, they would occasionally have an event that would occur that would justify a higher recovery, or whatever the case might be. He said this was two cases in particular, and they had brought them before the Council, in one form or another, to explain them.

President Meredith asked if these were essentially just outliers, that the amount of the judgment was an outlier.

Mr. Riley said it did not, in his judgment, represent any trend, that it was just that they had a couple of particular scenarios that were difficult to deal with, that they did not normally experience.

President Meredith said the line item on the Amphitheater looked ominous, and he would like for Mr. Hamilton to explain why this was not as bad as it looked.

Mr. John Hamilton, City Administrator, said the Amphitheater was tied very closely to a significant economic development project, MidCity, which was still ongoing. He continued that in the first couple of years, it was constructed with a Capital Fund, in the 2014 Capital Plan, as an economic development project, and the startup was funded essentially out of the Capital Plan. He said what they were transitioning to at this time was it getting its traditional budget they needed to contribute to, for operations, consistent with other venues like that, the VBC, the various museums, quality-of-life types of venues. He said their contribution to those were funded out of the General Fund. He said this was a transitional year, pulling it out of that initial Capital Plan investment into standard operations.

Mr. Hamilton said the number looked large, and part of that was that they had waited until they saw the actual audited numbers for 2024. He said that was their contribution to make that fund whole for 2024, and then what they needed for 2025. He said they were seeing a positive trend in their budget, that in terms of their earned revenues, it was getting better each year, and at this point, the trend would indicate that year over year, the City's subsidy to them was getting better. He continued that they were seeing the same thing with the VBC, that they were getting much better financial results. He said they were seeing both of those venues on a similar trend, in terms of how they were doing relative to their earned revenues.

Mr. Hamilton said with the Amphitheater, they had obligated them to put on a high volume of free or very low-cost events. He said if they had asked them to only put on the great big country or rock, or whatever concerts they could make a lot of money on, their budget would look very different, but the community's utilization of the facility would be significantly lower. He said much of what they were funding there was to provide free events or low-cost events to the community, and if they took those away, this would be a very different conversation.

BOARD APPOINTMENT NOMINATIONS.

Nomination to reappoint **Joshua McCoy to the Alabama Constitution Village and Historic Huntsville Depot Board, Place 8**, his current seat, for a three (3) year term to expire June 26, 2028. (Robinson)

Nomination to appoint **Alex East to the Earlyworks Museums Board, Place 7**, to fill the seat previously held by Chase Allen, for a three (3) year term to expire June 26, 2028. (Meredith)

LEGAL DEPARTMENT ITEMS/TRANSACTIONS.

Deeds of Acceptance.

Resolution No. 25-398, authorizing the acceptance of a Statutory Warranty Deed, a Temporary Construction Easement Deed, and a Ingress/Egress Deed, for certain properties at The Fields at Hays Farm, for the Haysland Road Greenway.

Motion for Approval by Robinson/Seconded by Meredith.

Councilmember Robinson asked if this deed would make it possible to get the trails paved, noting that she had had a lot of questions about when they would be paved.

Mr. Davis said upon the acceptance of the deeds, they would have City-owned property, so they could go and do this work.

Councilmember Robinson asked how soon the work would begin.

Mr. Davis said it would be within the upcoming two weeks.

Councilmember Robinson said they had elevated walkways that needed to go in there as well, but she was aware there was permitting that had to go along with that.

Mr. Davis said they were through with the permitting, and he said they would construct this in two different phases, that they wanted to get all the paving in, to allow the contractor for the elevated portion to have easy access to build those. He said everything should be completed by the end of summer, in the August time frame, that it should go rather quickly.

Unanimously Adopted by the Council Members Present.

(RESOLUTION NO. 25-398)

UNFINISHED BUSINESS ITEMS FOR ACTION.

Ordinance No. 25-388, to amend Chapter 15, Licenses and Taxes, Article I, General Provisions, of the Code of Ordinances, City of Huntsville, Alabama, which ordinance was introduced at the May 10, 2025, Regular Council Meeting.

Motion for Approval by Robinson/Seconded by Meredith/

Unanimously Adopted by the Council Members Present.

(ORDINANCE NO. 25-388)

Ordinance No. 25-389, declaring property surplus and no longer needed for municipal purposes, which ordinance was introduced at the May 10, 2025, Regular Council Meeting.

Motion for Approval by Robinson/Seconded by Meredith/

Unanimously Adopted by the Council Members Present.

(ORDINANCE NO. 25-389)

Ordinance No. 25-390, annexing 27.61 acres of land lying west of Old Big Cove Road and north of Buford Drive, which ordinance was introduced at the May 10,

2025, Regular Council Meeting.

Motion for Approval by Robinson/Seconded by Meredith.

(Mr. Nunez made a PowerPoint presentation.)

Mr. Nunez said the Petitioner was seeking to annex 27.61 acres of land for a proposed single-family residential development.

Unanimously Adopted by the Council Members Present.

(ORDINANCE NO. 25-390)

NEW BUSINESS ITEMS FOR CONSIDERATION OR ACTION.

Items 20.d, 20.e, 20.f, 20.j, 20.k, 20.m, 20.n, and 20.o were held from the consolidation.

Motion for consolidation and adoption of the following items:

Motion for Approval by Meredith/Seconded by Kling/Unanimously Approved by the Council Members Present.

Consolidated Items:

Resolution authorizing travel expenses.

(RESOLUTION NO. 25-399)

Ordinance amending Budget Ordinance No. 24-700, by changing appropriated funding for various departments and funds.

(ORDINANCE NO. 25-400)

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. 25-401)

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville, Alabama and Garver, L.L.C., for Engineering Design Services for Mooresville Sanitary Sewer Interceptor, Project No. 71-25-SO01.

(RESOLUTION NO. 25-405)

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville, Alabama and The Ferguson Group, L.L.C., for Grant Writing Services for Resolute Way Interchange, Phase 1, Project No. 71-25-SP15.

(RESOLUTION NO. 25-406)

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville, Alabama and SAIN Associates, Inc., for West Park Boulevard and U.S. 72 Intersection Improvements, Project No. 71-25-SP16.

(RESOLUTION NO. 25-407)

Resolution authorizing the Mayor to execute Change Order No. 1 and Final to the contract between the City of Huntsville and Ram Construction Services of Michigan, Inc., for Construction Services for the Clinton Avenue Parking Deck.

(RESOLUTION NO. 25-410)

Resolution authorizing the City Attorney to settle the claim of Kayla Hilbrant (Claim FY24-99).

(RESOLUTION NO. 25-414)

Resolution authorizing the City Attorney to settle the claim of Cassandra Ruffin (Claim FY24-197).

(RESOLUTION NO. 25-415)

Resolution authorizing the City Clerk to invoke Bryant Bank Letter of Credit No. 1470 for Clubfield Subdivision.

(RESOLUTION NO. 25-416)

Resolution authorizing the City Clerk to invoke Trustmark National Bank Letter of Credit No. 24-024-SP for Reunion at Green Mountain Subdivision.

(RESOLUTION NO. 25-417)

Resolution authorizing the City Clerk to invoke Trustmark National Bank

Letter of Credit No. 24-027-SP for Reunion at Green Mountain Subdivision.

(RESOLUTION NO. 25-418)

Resolution authorizing the City Clerk to invoke CB&S Bank Letter of Credit No. 555882 for Preserve at Limestone Creek Phase 3 Subdivision.

(RESOLUTION NO. 25-419)

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and West Publishing Corporation.

(RESOLUTION NO. 25-420)

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Steven L. Black, for the Police Department's Unmanned Aerial Systems operations.

(RESOLUTION NO. 25-421)

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Unmanned Aerial Systems Information Sharing Organization (UAS ISAO).

(RESOLUTION NO. 25-422)

Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Ronald Finley.

(RESOLUTION NO. 25-423)

Items Not Consolidated.

Resolution No. 25-402, authorizing the Mayor to execute Change Order No. 2 between the City of Huntsville and Turner Construction Company, for the Von Braun Center Concert Hall Back of House Renovations project, located at 700 Monroe Street SW, Huntsville, Alabama.

Motion for Approval by Robinson/Seconded by Meredith.

Ms. Penny Smith said the Change Order that was before the Council was

between the City of Huntsville and Turner Construction Company, and this was on the Von Braun Center Concert Hall Back of House. She said they had some change in scope that was due to sewer and electrical changes that were unexpected, and that was what this change order was addressing.

Councilmember Kling asked if this would come out of the Liquor and Lodging Tax rather than the City having to appropriate it.

Ms. Smith said it did. She said the City managed the debt for the Von Braun Center, and this was part of a debt issuance that was taken up in February. She said they had some savings in some other places within that larger debt, noting that they had pulled about \$30 million for various construction across the VBC renovations they had had. She said this was an additional expense.

Unanimously Adopted by the Council Members Present.

(RESOLUTION NO. 25-402)

Resolution No. 25-403, authorizing the Mayor to execute the Consent to Assignment of Contract Agreement between Commercial Flooring Services, Inc., and Commercial Finish Solutions, LLC., dba Commercial Flooring Services, to transfer the rights and obligations of the Carpet & Tile Products and Installation Contract, awarded under Resolution No. 23-1050, from Commercial Flooring Services, Inc., to Commercial Finish Solutions, LLC., dba Commercial Flooring Services.

Motion for Approval by Robinson/Seconded by Meredith/

Unanimously Adopted by the Council Members Present.

(RESOLUTION NO. 25-403)

Resolution No. 25-404, authorizing the Mayor to execute Modification No. 1 to the agreement between the City of Huntsville, Alabama and Garver, L.L.C., for Land Acquisition for Winchester Road Additional Lanes, Project No. 65-09-RD03 & ALDOT Project No. STPHV-DEMO-A183.

Motion for Approval by Robinson/Seconded by Meredith.

Mr. Davis said this was an MPO project, widening the last phase of Winchester Road, from Old Dominion to Naugher. He said they were close to bidding this project, that the design plans had been finished for several years, that there had been a very lengthy process of acquiring right-of-way, U&D easements to relocate all the utilities, and as they had gone through this, there had been some minor changes of easements that would be needed. He said what was before the Council was a contract to update the plans to reflect those easements that were needed, and to provide both the City and the Alabama Department of Transportation updated tract sketches so those easements could be acquired for the Utility Department. He said once they got through that step, they would be close to starting the utility relocation, hopefully by the end of the year, with the construction of the road to start early in the upcoming year.

Mr. Davis said this was an MPO project, and the total contract amount was \$398,824, and the City's share was only \$45,186.

Unanimously Adopted by the Council Members Present.

(RESOLUTION NO. 25-404)

Resolution No. 25-408, authorizing the Mayor to execute Modification No. 2 to the agreement between the City of Huntsville and McCord Construction, Inc., for Periodic Bid for Sanitary Sewer Jack and Bore Items-2023, Project No. 71-23-SP18.

Motion for Approval by Robinson/Seconded by Meredith.

Mr. Davis said this item and the next item were both related to Water Pollution Control, the Sewer Department. He said these were periodic bids with a third-party contractor, that the amounts were fairly large, and he would explain why. He said this one was \$5,548,890, and the next one was \$1,856,800. He said Water

Pollution Control intended to not spend anywhere close to that amount of money, but to determine a low bidder, these bids had numerous line items and quantities. He said this was on-call, as needed, and this might be when they needed to get a sewer line across a road, where they did not want to shut down traffic and tear up the road and have to rebuild it. He said the contractor would put what they called a "carrier pipe" under the road, or a directional drill, in the very same manner, if it were a small service line, like to a residential neighborhood. He said those conditions might be in very soft soil or in solid rock, so there was a lot of unit pricing in there to be able to price the actual job. He said to determine those bids, they had to extend all those quantities in all those line items and get a total, to determine the low bidder. He said he had previously worked in Water Pollution Control, and some years they would not even use this, and at other times, they might use \$200,000 of it, to be able to act quickly, to provide service to the community.

Unanimously Adopted by the Council Members Present.

(RESOLUTION NO. 25-408)

Resolution No. 25-409, authorizing the Mayor to execute Modification No. 2 to the agreement between the City of Huntsville and McCord Construction, Inc., for Periodic Bid for Sanitary Sewer Directional Drilling Items-2023, Project No. 71-23-SP19.

Motion for Approval by Robinson/Seconded by Meredith/

Unanimously Adopted by the Council Members Present.

(RESOLUTION NO. 25-409)

Resolution No. 25-411, authorizing the Mayor to execute Change Order No. 1 and Final to the contract between the City of Huntsville and Pettus Plumbing & Piping, Inc., for Construction Services for the Art Museum HVAC Renovation.

Motion for Approval by Robinson/Seconded by Kling.

Mr. Ricky Wilkinson, Director of General Services, said this was Change Order No. 1 and Final with Pettus for the Art Museum HVAC Renovation project. He said the amount of this Change Order was a credit back to the City in the amount of \$91,393.96. He said they had encountered some additional work during the project, but the bulk of this was credit back for unused allowance dollars that were in the contract

Unanimously Adopted by the Council Members Present.

(RESOLUTION NO. 25-411)

Resolution No. 25-412, authorizing the Mayor to execute Modification No. 1 to the agreement between the City of Huntsville and Mims Engineering, Inc., for Engineering Services for the Museum of Art HVAC Renovation.

Motion for Approval by Robinson/Seconded by Meredith.

Mr. Wilkinson said this was the design services contract for the HVAC Renovation project at the Museum of Art, that this was Modification No.1 and Final, in the amount of \$31,565.64, noting there was some additional design work required. He continued that if they had to bring in a temporary chiller, they had made provisions for power to be located for that.

Unanimously Adopted by the Council Members Present.

(RESOLUTION NO. 25-412)

Resolution No. 25-413, authorizing the Mayor to enter into a Master Services Agreement between the City of Huntsville and Simple Helix.

Motion for Approval by Robinson/Seconded by Kling.

Mr. Gene Uhl, Interim Director of the ITS Department, said this was a Master Services Agreement that would allow them to continue their lease on co-location services. He said, as the Council members might be aware, when they had decided to build the City Hall on this location, it was where their data center was

located, so they were obligated to move that particular center. He continued that they had done a lot of research on finding the most economical place for it, and they had decided on Simple Helix, a co-location service, which housed their main data center. He said this was just a renewal of their previous five-year term agreement for the housing of those services.

Unanimously Adopted by the Council Members Present.

(RESOLUTION NO. 25-413)

NEW BUSINESS ITEMS FOR INTRODUCTION.

President Meredith said the next item on the agenda was the one a Council member had requested be considered at this meeting, which would require unanimous consent of the Council.

Ordinance No. 25-424, to name the property located between North Rose Drive, South Rose Drive, Pine Avenue, and 9th Avenue as “Westlawn Park.”

Motion for Unanimous Consent of the Council for immediate consideration of the above ordinance.

Motion by Kling/Seconded by Robinson.

Roll-Call Vote:

Ayes: Kling, Robinson

Nays: Watkins, Meredith

Absent: Little

Motion Failed.

Introduction of Ordinance No. 25-424, to name the property located between North Rose Drive, South Rose Drive, Pine Avenue, and 9th Avenue as “Westlawn Park.”

Introduction of Ordinance No. 25-425, declaring certain property surplus and to be donated to Calhoun College.

Introduction of Ordinance No. 25-426, amending certain sections of Chapter 21, Article II, Division 9, Rates, of the Code of Ordinances of the City of Huntsville, Alabama.

(Mr. Davis made a PowerPoint presentation.)

Mr. Davis said the Administration and Water Pollution Control wanted to make a presentation concerning the above ordinance. He said they were not asking the Council to consider this ordinance at this meeting, but they wanted to provide this information for the Council and the public, and at the next Regular Council meeting, they could have further discussion of this ordinance.

Mr. Davis said the last time the Administration had come before the Council to modify the Sewer Rate Ordinance was in 2005. He said in that time, a lot had changed in the Water Pollution Control Department, so he would go through its current financial status, the sewer rate history, and proposed system improvements, and challenges not only that Water Pollution had seen but that the industry as a whole had seen; and also the Capital Plan, and the Sewer Rate Model Analysis, how they had come up with the need, and regional and local rate comparisons, and the recommended rate changes.

Mr. Davis said the Department of Water Pollution Control was responsible for the collection and treatment of daily wastewater production generated by residential, commercial, and industrial customers, and they were responsible for the City's FOG program that was regulated by the EPA. He said that was Fats, Oils, and Grease, to make sure those were handled properly from those who produced them, which was mainly commercial retail customers. He said that program was highly regulated and managed by the Water Pollution Control Department, to make sure that waste was properly disposed of.

Mr. Davis said the oldest infrastructure they managed dated back to the 1950s,

and it was constantly aging.

Mr. Davis said Water Pollution Control had an operational structure that was comprised of three primary divisions: Collections System, Treatment Operations, and Facility Maintenance. He said the department was currently supported by 175 budgeted, full-time employees, and the organizational chart was displayed.

Mr. Davis said the City had six Wastewater Treatment facilities, and their current treatment capacity was over 110 million gallons per day, that there were 84 pumping stations throughout the city that ran 24/7. He continued that there were 41,000 collection system manholes that had to be tested, maintained, and inspected, and just under 2,000 miles of underground sewer pipes, from 8-inch to 78-inch in size, and a little over 22,000 customers served daily.

Mr. Davis displayed a slide which he said showed the service area of the wastewater treatment system, and he said they could see it was rather large, and it was broken up into five basins, and he enumerated the areas each basin served.

Mr. Davis displayed a slide which he said showed a breakdown of the Operational Cost Allocation, what it took annually to operate Water Pollution Control. He said Equipment and Materials, along with Personnel, made up the bulk of the cost, and there was also Utilities, and he said when they started looking at the aging system of the Utilities, the green and orange on the slide indicated that almost 25 cents of every dollar they were spending was going back into the existing neighborhoods, to keep that aging system replaced, rehabbed, and maintained.

Mr. Davis displayed a slide entitled "Department Revenues and Expenses," and he said Water Pollution Control, like other utility providers, had not been insulated from rising costs associated with providing wastewater service to their customers and conforming with everchanging federal permit regulations.

Mr. Davis reiterated that the last rate increase had been approved in 2005, and

he said they had not been before the Council since that time, as Huntsville's growth had helped to stabilize revenues, such that they were able to maintain operations; however, current revenues could not support the necessary capital plan for infrastructure reinvestment in the sewer system.

Mr. Davis said the green bar on the display showed the annual operating revenues, the Enterprise Fund, where it showed the charges for wastewater service. He also indicated on the chart the operating expenses. He continued that he wanted to focus on the FY 24 Budget. He said when they presented that budget, with \$45.2 million in Annual Revenue, they had seen a trend of what they thought were some large industrial customers that were scheduled to be very large water users, which would translate into large wastewater customers and large revenues, and they were trying to do \$22 million in Capital Improvements that were needed, and that was plugged in, and by doing this, the budget had gone negative, by \$5.7 million. He said they had dialed back that capital to get it into a net positive moving forward, and they could see on the chart the FY 24 Actual, where the capital had been reduced by about \$10 million. He said he had made a note of this, and he had not forgotten it when they were creating the FY 25 budget. He said what was seen to the right on the display was what had been passed by the Council, that they were going to go into surplus to cover what was projected to be a negative \$4 million balance.

Mr. Davis said if they looked at the gray line on the display, there were infrastructure needs that had to be done, to maintain regulations. He said that was almost \$20 million in this year, and it was not going to happen, noting that they had gotten halfway through the budget year, and they had seen the revenue projections. He said they had tried to defer coming before the Council to do something on this, but they had deferred and deferred, hoping they could grow out of this, but with inflation and the rising cost of materials and utilities, it was just not going to happen.

Mr. Davis displayed another slide, and he enumerated the rate charges over the years from 1984, and he said from 1984 to 1994, the City had made very little investment in this, but they had a cheap sewer bill, that the average bill in Huntsville from 1984 to 1994 was approximately \$6, but by not investing in the infrastructure, they were close to an EPA Consent Order, that they were averaging between 300 and 400 annual overflows, and ADEM and EPA had rated their system as Poor to Mediocre. He discussed the investment in the facilities over the years, resulting in a rating of the system as Stable.

Mr. Davis said in 2005, the EPA had launched a new program, called "CMOM," and they had voluntarily enrolled in that, and they had implemented more maintenance and monitoring, et cetera, and they had brought their system up to a Good rating, and in the early 2000s, it was considered one of the best operating systems in the state.

Mr. Davis said the system had been stable since 2015, the last decade, just maintaining the system, keeping the rates low, and making sure they provided good service. He said at this time, they were at a stage where they needed one of these upper curves, to keep a good system operational.

Mr. Davis displayed a chart showing the monthly average sewer bill history in Huntsville, and he noted it had remained at \$24.15 since 2014.

Mr. Davis displayed a slide entitled "Challenges Affecting the Wastewater Industry," and he said this was a publication for public utilities across the United States, a survey from November 2024, where they were trying to get trends, and he said No. 1 was aging wastewater infrastructure, and he said the way to address this was in rehabbing it. He said they also covered an aging workforce, which he noted did not apply in Huntsville; and there was funding or availability of capital; and he discussed some of the other items listed.

Mr. Davis displayed a slide entitled "Current Water Pollution Control Challenges," and he said this showed the top challenges, being Personnel, Construction Costs, Pipes, Manholes, Concrete; Process Equipment, Pumps, Blowers, et cetera; Specialized Fleet; and Increased/Expanding Regulations, with new equipment needed to meet these regulations, and he discussed these.

Mr. Davis displayed a slide entitled "Current Financial Constraints," and he said they could see the net in green, noting that they were not making any capital investment. He said they could see on the display that in FY 2024, they had tried to induce that capital investment, and it had exceeded the revenue, and they had made the adjustment to stay in the green, and they could see that in FY 2025, they were in that same situation, and he said that without any increase, they would take that capital out of the proposed plan.

Mr. Davis displayed a slide entitled "Wastewater Treatment Facilities Upgrades," and he said this again showed the six wastewater treatment facilities, and he said the average of service of these six facilities was 48 years, and some were higher, with Spring Branch at 65 years and Aldridge Creek at 59 years. He said Big Cove, Chase, and the Western Area were approaching 50 years in service life.

Mr. Davis displayed a slide entitled "Wastewater Collection System Rehabilitation and Upgrades," and he said the areas in green showed the existing system that was very densely populated and had been in service for a long time, and these would be rehab projects, where they would be adding life to the age of that infrastructure, both in pump stations and collection services; and the blue areas were capacity improvements, where they wanted to either see future revenue growth, so they could defer future rate increases, or they were seeing growth, and they needed to make some pump station upgrades.

Mr. Davis said about three years prior, Huntsville Utilities had come before the

Council to enter into an intergovernmental service agreement with Redstone Arsenal to operate their water system. He said they were in conversations with Redstone for doing the same with sewer, that there was a federal mandate for all military basis to privatize utilities, which put Redstone Arsenal at risk for not fully having privatization of the total collection system operations. He said they were not near the point of coming before the Council with this, that they were just having discussions with them as to what this might look like and what it could look like in the future.

Mr. Davis displayed a slide entitled "Required 10-Year Capital Plan (2025-2034)," and he said this totaled \$150 million, and he displayed a slide showing the categories in which the expenditures would occur, and he said there would be a special focus on the collection systems in existing neighborhoods and existing retail corridors, to make sure those communities had the highest and best service possible. He said between Treatment Facility Improvements and Collection System Capacity Improvements, that was 65 percent of the Capital Plan. He said Collection System Capacity Projects was upgrading existing pump stations.

Mr. Davis displayed a slide entitled "WPC Sewer Rate Model Analysis," and he said they maintained a sewer rate model, and he explained how they plugged in annual sewer revenues and expenditures, and he enumerated other items that it showed, stating that it was a more in-depth analysis than they had seen previously. He said this was looking at how they could make future plans for capital reinvestment, and he said that was shown in the pink line on the displayed slide. He said they would then put a debt service with that, which debt service would be through the State Revolving Fund Loan that was maintained by the Alabama Department of Environmental Management and EPA, that it was a low-interest loan that would not go against their debt service. He said this was an easy way to let the regulatory agencies know what they were doing because they would be submitting

annually for a 10-year plan.

Mr. Davis said the line concerning rates was shown in green on the display, and he said they had tried to determine how they could make the rate increase as small as possible to wind up with a net positive result in this 10-year model.

Mr. Davis said the Council would have at least two weeks to look through the information provided, and he would answer any questions at that time.

Mr. Davis said the proposed rate increase, priced per 1,000 gallons, was very low, noting that they had done it over a long term, which regulators would approve, rather than trying to do it all within three years. He said they had a Single-family Rate, which had a built-in 15 percent discount to residential customers. He said that next was the Proposed Other Rate, their defined sewer rate for all other customers, commercial, industrial, and residential if it was a residential customer with more than one meter. He said they had one other rate, which they had no customers on that rate, that it was a Proposed Major Industrial Rate, and he said this was for a customer using over 100 million gallons of water a year. He said they were talking about two rates that would affect existing customers. He said the rate that would affect most people was the residential customer, and he said in 2025, the average monthly residential rate would increase by \$5 for the average customer, noting that the average customer used about 5,000 gallons of water per month. He said from 2026 to 2029, it would increase by \$1.25 per year, and from 2030 to 2034, it would go up go up \$1.00 per year. He continued that the bill would go from what it was at this time, \$24.15, to \$39.15 in 2034.

Mr. Davis said they were being mindful of the infrastructure needs they had, staying in regulatory compliance, and also being mindful of their customers.

Mr. Davis displayed another slide, and he said the Southeast average bill was about \$72.85, and they were at \$24.15.

Mr. Davis displayed another slide, showing rate comparisons for Alabama cities, and he noted again that Huntsville was at \$24.15, and he said the average monthly sewer bill in Alabama was \$52.14. He displayed another slide, showing the cities closer to Huntsville, and he said the average monthly sewer bill in the North Alabama area was \$54.02.

Mr. Davis said he was showing a slide he had shown previously, and he said he just wanted to reiterate, noting that if the Council decided to move forward with this proposal, \$39.15 would be the rate they would be at in 2034.

Mr. Davis said, concerning the FOG program, that they had not changed that rate since 2005, and they had fallen way behind on what the regional average was, so they needed to make those adjustments. He said there was a discounted rate for a business within the city limits of Huntsville, and there was another rate for locations within the unincorporated limits of the city.

Mr. Davis they would be bringing before the Council the first sewer rate amendment since 2005, and he had shown them that the current revenues could not support future infrastructure investments they needed to do. He said they had spread the \$150 million over a 10-year span, and for the first year they would go from \$24.15 to \$29.15, and by 2034, the rate would be at \$39.15, well below both their neighbors and the state average, being mindful of what they needed to do to stay in compliance and also trying to provide the cheapest rate possible to their customers.

SECOND ROSTER PUBLIC COMMENTS.

President Meredith said this portion of the meeting was reserved for persons wishing to address the Council on matters relating to City business, whether or not such items were on the meeting agenda. He said persons could sign up to speak on the Second Public Comments Roster prior to or during the meeting, and when called, they should approach the microphone and state their name, home address,

and city of residence. He said each speaker could address the Council for three minutes, and that 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.

Mr. Malcolm Thomas, 5906 Columbian Lane, Huntsville, addressed the Council, having signed up to speak concerning "Alpha Phi Alpha Fraternity."

Mr. Malik Furniss, 2207 Amley Drive, NW, Huntsville, addressed the Council, having signed up to speak concerning "Development proposal."

Ms. Frances Akridge addressed the Council, stating that she had already signed in, (2002 Rogers Dr.), and having signed up to speak concerning "Sewer Rate, 2025-449."

Dr. Angela Sommerset, 9 Chalkstone Street, Huntsville, 35806, addressed the Council, having signed up to speak concerning "Hsv. Utilities & Transparency."

Ms. Brenda Elliott, 4607 Sparkman Dr., NW, Huntsville, addressed the Council, having not signed up to speak concerning a particular subject.

Mr. Michael Jones, 102 Peachgrove Lane, Meridianville, addressed the Council, having not signed up to speak concerning a particular subject.

Mr. David Snyder addressed the Council, stating that his address was on the sheet, (3816 Bob Wallace HSV), and having signed up to speak concerning "Derrick St."

Mr. Ray Muhammad, 25655 Graystone Drive, Limestone County, addressed the Council, having signed up to speak concerning "Jones Family."

Mr. Taylor Miller, 1100 Enterprise Way, NW, Apartment 18104, Huntsville, addressed the Council, having signed up to speak concerning "Apartment fees."

Dr. Marisa Allison, Huntsville, District 2, addressed the Council, stating that her address was on file, (710 Owens Dr., SE), and having signed up to speak

concerning "Library."

Ms. Alyx Kim-Yohn, District 3, Huntsville, addressed the Council, stating that her address was on file, (12023 Chicamauga Tr., SE), and having signed up to speak concerning "Library funding."

Ms. Sarah M. Colletti, Hartselle, addressed the Council, stating her address was on the sheet, (Lawrence Rd.), and having signed up to speak concerning "Not agenda related."

ADJOURNMENT.

Upon motion, the meeting was adjourned.

PRESIDENT OF THE CITY COUNCIL

ATTEST:

CITY CLERK

(Meeting adjourned at 9:00 p.m. on May 22, 2025.)



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: 2025-452

HUNTSVILLE CITY COUNCIL MINUTES

Work Session - May 30, 2025 - 9:30 a.m.

City Council Chambers, City Hall
Huntsville, Alabama

Members Present: Mr. John Meredith, President
Dr. Jennie Robinson
Mr. Bill Kling
Mr. David Little
Ms. Michelle Watkins

City Attorney: Mr. Trey Riley

Also Present: Mr. Scott Erwin,
Manager, Community Development
Mr. David Canupp,
Lanier Ford
Dr. Larry Lowe,
Chief Innovation Officer

President Meredith called the meeting to order at the time and place noted above.

This Work Session of the Council was called by President Meredith for the purpose of a presentation concerning Code Enforcement by the Community Development Department.

President Meredith said the Community Development Department would be presenting updates regarding how they were increasing voluntary compliance and new ways owners may be held accountable for failure to maintain their properties.

President Meredith recognized Mr. Scott Erwin, Manager of Community Development.

(Mr. Erwin made a PowerPoint presentation.)

Mr. Erwin said he would be presenting some of the administrative functions, as to what Community Development did in enforcing the current statutes and City ordinances they had, that Mr. Trey Riley, City Attorney, would discuss some of the

legal issues; Mr. David Canupp, outside counsel, would discuss how they were pursuing remedies through the Circuit Court; and Dr. Larry Lowe, Chief Innovation Officer, would discuss ways artificial intelligence could assist them with some compliance within Code Enforcement.

Mr. Erwin said Code Enforcement investigated property maintenance complaints, that they conducted inspections, issued notices, noting that sometimes such notices might initiate legal actions to gain compliance, but they worked primarily through voluntary compliance, which was their goal, so they could maintain community standards, protect the public health and safety, and preserve community property values.

Mr. Erwin commented on the staffing of Community Development, introduced several members of the staff, and explained some of their work.

Mr. Erwin said there were 12 statutes and ordinances under which Community Development could issue notices or take citations to court, and he would be focusing initially on the first four of these, and he noted that, obviously, of the most concern to the Council were the Grass & Weeds, the Junk/Litter, and Inoperable Vehicles. He said everything they did was based on a City ordinance or a State statute, and there was a timeliness factor. He said if a Council member were to call him on this date concerning a property his department did not have under a notice, they would have to get the property under notice, and the property owner would be given 14 days to bring it into compliance, with grass, and at that time, they could issue a notice to go and cut the grass; and on junk/litter, and inoperable vehicles, it would be a 30-day notice, that the property owner would have 30 days to bring it into compliance. He said that quite often, people thought the City was not doing anything concerning these matters, but they were waiting for due process to play out, based on what the City ordinance or the State statute provided.

Mr. Erwin said the next two larger items his department addressed were Structure Notices and Unsafe Buildings. He said Structure Notices applied to residential, non-residential, and accessory structures, and the owner would be given 120 days to rectify a problem. He said this concerned the failure of a property owner to maintain their property; however, it would not rise to the level of a public nuisance. He said they could go to Municipal Court with these, but Municipal Court's jurisdiction was to impose a fine and court costs, that they did not have the authority to enforce an abatement or a corrective action on the property. He continued that they had some new methods they were exploring that Legal could talk about, concerning going through the Circuit Court.

Mr. Erwin said, concerning Unsafe Buildings, that if they found a building that was dangerous to the life, health, and safety of the public or occupants, they would post that property, and then they would send a notice to the owner of record. He said that with every property notice that went out, they had to see who owned it, who the property tax assessor's owner of record was, and they also did a Huntsville Utilities check, to find out if it was a tenant, and if so, they would issue a notice to both tenant and owner.

Mr. Erwin said, concerning Unsafe Buildings, that the owner would be given 30 days to obtain the necessary permits, and then it would be if they had an active permit and were working to bring the property into compliance. He said there were times when these properties sat for lengthy periods of time, which Mr. Riley could discuss, with an out-of-state owner. He said they had to get a remedy beyond Municipal Court to try to bring those properties into compliance, and that would be the Circuit Court method.

Mr. Erwin said the notice process generally stemmed from a complaint or monitoring of the community, that they had both reactive and proactive notices, and

"reactive" was when they were reacting to a citizen's complaint, Huntsville Connect, or the Council or the Mayor's office would advise them of a property needing to be inspected; and "proactive" was the monitoring of the community, noting that they were riding around to identify potential violations. He said the proactive involved a lot of man-hours, and a new tool Dr. Lowe would be discussing was a way to know where violations were from the use of camera technology.

Mr. Erwin said in 2024, 10,357 Code enforcement inspections were conducted, and about 8,500 notices were issued. He said violation notices were typically issued within five business days. He said they had to make sure they had done their homework on this, that anyone with an ownership interest in the property had to be notified of any violation before they could take action. He said after the appropriate amount of time, these would be closed out because they had been brought into compliance, or if not, it would go to a compliance officer, and they would go to work, contacting the out-of-state owner, the heirs of the property, et cetera.

Mr. Erwin said voluntary compliance was their goal, noting that they had over 80 percent overall in this, from all their notices, that the public was typically very responsive. He continued that they did their best to educate the public on the ordinances, through various means, to make sure the public was aware, for example, that the City had an 8-inch grass ordinance, and they tried to communicate clearly and respectfully and to provide reasonable timelines for compliance, which he had mentioned earlier. He said they tried to make sure they offered support, and resources if needed, noting that one of the impediments could be financial hardship. He said their Deferred Rehabilitation Program used federal funds to help such individuals, if they qualified, to abate some of these issues. He said they did not go inside, but they had done an HVAC, a roof, or siding. He said they tried to offer this support when they could, noting that they were not there to be punitive, that they

were there to make the neighborhoods safer, cleaner, and better.

Mr. Erwin said some of the impediments to getting voluntary compliance were out-of-town owners and rental agencies, foreclosures, properties changing ownership, deceased owners, and, as he had mentioned, financial hardships.

Mr. Erwin said, concerning financial hardship, that they wanted to help where they could and to be responsive and respectful, but at the same time, they needed to preserve neighborhoods, to make sure they were as strong as they possibly could be.

Mr. Erwin said the largest number of notices issued in 2024 were for grass. He said there would be an inspection, and then a notice, somewhat of a courtesy notice, and then a citation. He continued that a citation would be used when they were citing someone to court, and anything below a citation, anything not involving the court system, would be just a notice from his department.

Mr. Erwin discussed voluntary compliance versus forced compliance, and he displayed a slide displaying rates. He said they were not there to be punitive to the community, that they were there to strengthen the community, and to make sure they encouraged all citizens to do the best they could, with their help.

Mr. Erwin said there were ordinance and statutes that were under the direction of Community Development, but there were things the Council members experienced every day that were not under their jurisdiction, including private property disputes, business operations, parking on grass, dumpster management, and bamboo.

Mr. Erwin said, concerning bamboo, that they were currently working with Legal, and in the coming months, they might have an ordinance concerning this for the Council to consider.

Mr. Erwin said, concerning bringing property into compliance, that they had costs associated with that, and he said they recovered those costs as the actual cost for

doing the work, that they did not issue fines, that they could recoup only the actual cost of abating a property. He said it would be the actual cost to the City that would be placed on the property owner, to recoup the expenses the City incurred to bring the property into compliance.

Mr. Erwin said Mr. Riley would discuss some of the legal considerations.

(Mr. Riley distributed documents to the Council members.)

(Mr. Riley made a PowerPoint presentation.)

Mr. Riley said that, obviously, Mr. Erwin and his department carried the lion's share of the role in addressing these issues, and the Legal Department, as well as other departments in the City, were of support. He said Mr. Erwin had done an excellent job in his presentation of showing the Council the different methodologies used to address certain problems, and he had also outlined for them legal considerations, as shown on the displayed slide.

Mr. Riley said one of these considerations was due process, which basically meant that the person who had come into conflict with the regulations of the City had to receive notice of the complaint against them and an opportunity to be heard in response. He said this was the reason they had the public hearings and the notices provided to the appropriate owners, who would then come to that public hearing and have the opportunity to be heard. He said there were oftentimes difficulties in executing the due process requirement because it was not always easy to determine who the owner of a property was, especially when there would be a situation where a record owner might have died, and perhaps died without a will, so there would be no easy record to go to to determine who the owner was, and oftentimes that would cause a great deal of work for Mr. Erwin's department, in consulting obituaries, et cetera. He said if they were to miss someone and go through the entire process and demolish a property, an heir to the property could come forth and say they had not

been provided notice and were, therefore, owed money.

Mr. Riley said there was also substantive due process. He said there was a case he was familiar with where notice had to be given to the owner who existed in the records of the Tax Assessor, and what the particular municipality knew, and what was well known at that point, was that the Tax Assessor's records were up to a year behind, and in this particular case, the person to whom the property had been transferred had done everything they were supposed to do to have things recorded, but this had not made it into the record because there was a lag between when something was filed and when it was actually available, so the municipality went through the process but had the wrong people involved, that they had gone through the procedural due process requirements, and they ended up demolishing a property, and then the actual owner came forward, asking why they had torn down his property, and that person had been successful and ended up collecting from the municipality, and this could be a substantial amount because they had not gotten to the right owner.

Mr. Riley said they had to be mindful of people's property rights, and he said they could tell from Mr. Erwin's remarks that his department was respectful of property owners, that it was not the City's desire to just go in and take people's property or demolish their property or to assess people for different things or push them around, that what they were trying to do was to promote compliance, so that people would do what was needed to be good neighbors, and it was only when they could not obtain that cooperation that they had to come in and do their thing.

Mr. Riley said out-of-state owners were, obviously, a big problem for them, and he said the problem was there were two basic pathways they could take, that they could take the criminal or quasi-criminal side, where they would issue a citation to someone who was in violation, and then they would have to come over to the

Municipal Court and answer that citation. He said the problem with that option was when there was an out-of-state owner, they could not obtain in-person jurisdiction over that owner, that they could not extradite that person like they could if they were charged with murder in the state. He said they did not have the ability to extradite someone on what was a minor offense in the criminal scheme of things, and even if they did, very few states would go to the trouble of arresting someone in their state, incarcerating them, and then arranging for them to be transported, on what was a relatively minor offense. He said for out-of-state property owners, this oftentimes eliminated that particular option, and they had the same problem when they were addressing the abatement situation.

Mr. Riley said his office had been discussing with Mr. Canupp other options to address these things, and one option they had uncovered, which they had been using in a variety of arenas, was the Circuit Court option, which enabled them to obtain jurisdiction through what was called "in rem jurisdiction." He said under that theory, because the owner had property in the city, they could attach jurisdiction to that property and gain access to the owner in that manner, that they would have to come and subject themselves to the court.

Mr. Riley said he had handed the Council members a document setting out a legal case in the city of Montgomery, noting that it was a tall weeds case, that someone was charged with having weeds over 12 inches in height in her yard. He said the property owner had initially been convicted of this in the Montgomery Municipal Court, and she was fined \$30 and ordered to pay court costs. He continued that the property owner had appealed her conviction to the Circuit Court and moved that they dismiss the charges against her, and she had said her conviction was unconstitutional because the statute was unconstitutionally vague, and it was overbroad, and she said the statute and the conviction violated her due process rights, violated her right to

equal protection, violated her right to free speech, and that it violated her 5th Amendment property rights. He said she was successful at the Circuit Court level, that the Court had thrown out the case, saying that the municipal ordinance was overly vague.

Mr. Riley said the City of Montgomery had appealed this to the Court of Criminal Appeals, and the document the Council members had in front of them was the opinion that had resulted from this. He said they looked at each of the provisions the property owner had put forward, noting that the City at that point was arguing that the Circuit Court had erred when they held the City's weed ordinance was unconstitutionally vague. He said the Court had noted that the void-for-vagueness document required that a criminal statute define the offense with sufficient definiteness that an ordinary person could understand what conduct was prohibited and in a manner that did not encourage arbitrary and discriminatory enforcement.

Mr. Riley said they had gone on to note that the ordinance defined a weed as "a plant of no value, undesirable, and usually of rank growth, including grass, shrubs, underbrush, or other vegetable growth higher than 12 inches." He said they had felt like that was enough to defeat the concern about whether it was overly broad, and it gave appropriate notice to landowners that any plant, especially a weed, that was allowed to grow over 12 inches could very well be declared to be a nuisance. He said that based on the clarity of the definition in the ordinance, the guidelines contained in the ordinance, and the way the City inspectors were not going out and just picking people and making ridiculous claims, they had overruled the Circuit Court and said it was not unconstitutionally vague.

Mr. Riley said this case was the type of analysis they had to confront in this area, but, thankfully, they did not have this very often. He said the Council, as a body, had experienced similar defendants, with many properties involved, and with people

in Community Development trying to deal with all these different properties. He said that, thankfully, most people were generally law-abiding citizens, and if they ran afoul of the municipality, and they were put on notice or they were cited to court, they would not be interested in having a dispute, and they would go ahead and get their property repaired or brought back into the proper standard.

Mr. Riley said it had been mentioned that they were using a methodology of going into the Circuit Court with some cases, and David Canupp had been helping them in utilizing this, so he would let him address it.

Mr. Canupp said he would discuss what the City was doing in Circuit Court to try to enforce these ordinances. He said he was aware that anytime the Council was considering what they could do about these community problems, one of the things on their minds was how they could legislate, how they could create a solution to solve some of these problems. He said they had a lot of internal ordinances that allowed them to do things, such as to declare public nuisances, and they had the ability to pull a business license if it was a commercial property that had an issue, and they could regulate, et cetera.

Mr. Canupp said a lot of those regulations resulted in some sort of proceeding before the City Council to determine if there had been a violation, and, typically, that kind of proceeding would be appealable to the Circuit Court by the property owner, or it might result in legislation that created a penalty that was enforceable in Municipal Court. He said those were very effective tools, and many of them were tools the Council had used on a regular basis; however, there were a few things about these tools that were not always satisfactory, noting they had just heard from Mr. Riley about some of the things that could happen when a City legislated, that they could get challenged by property owners under every constitutional amendment they could come up with, and they could end up in protracted litigation. He said a lot of these

proceedings were complicated when they were before a City body because there were always allegations that the City body had made some incorrect decision or proceeded inappropriately. He said Municipal Court, by state law, only had the ability to issue fines and imprisonment up to a very short period of time, so it was not always satisfactory.

Mr. Canupp said what they were trying to bring to bear was going directly to Circuit Court, under State laws that already existed that empowered municipalities to enforce certain provisions. He said that, for instance, violation of the Minimum Housing Standards for the City of Huntsville, which they had adopted, would constitute a public nuisance under Alabama law, under the State Code. He continued that there were two statutes in Alabama that allowed municipalities to sue directly in Circuit Court to abate public nuisances, so one option they would have would be to go through Municipal Court, and another option was the Council could declare public nuisances, but a quicker, and often more efficient, way was to go directly to Circuit Court and file public nuisance actions.

Mr. Canupp said when they had abandoned houses that had become a danger to the neighborhood, and a blight on the neighborhood, there was a procedure for the City to evaluate whether it was a total loss and whether it should be torn down. He said there were a lot of cities that tore down blighted houses, and they got sued quite often for that, but they did not necessarily have to use that remedy, that they could go to Circuit Court directly and have a court declare it a nuisance and order the property owner, or perhaps the mortgage holder, to destroy the house or to repair the house.

Mr. Canupp said the thing they liked about going to Circuit Court was that Circuit Court judges had a lot more jurisdiction to enter remedial orders, that they had what was called "equitable jurisdiction," that they could enter an injunction, and if someone violated an injunction, they could be held in contempt. He said these were

things that could not be done at the Municipal Court level and things the City Council could not do.

Mr. Canupp said going through Circuit Court was also a little bit more efficient, that rather than wasting a lot of time going through procedures, they could just go direct, and he said they had had a lot of luck in a lot of circuit courts doing that kind of thing.

Mr. Canupp said that, similarly, they had a business license remedy in the City of Huntsville, that there was a procedure to revoke a business license or to take action against someone who did not have one. He said State law allowed the City to go directly to Circuit Court to address some of those issue, and there might be times when it would be more efficient and quicker if they went to Circuit Court, under the State statute to do that.

Mr. Canupp said they had a few items of litigation that were pending in which they had used these remedies. He said he would not go through all of these because this was pending litigation, but they had used these sorts of remedies to deal with short-term rental, with failing sewer systems that had caused serious problems with neighbors, with businesses being operated out of residences, with junk piled up in people's yards, with abandoned houses in states of disrepair, and they had looked at doing that on commercial properties, like apartments, as well. He said they had the Slope Development Ordinance with the City of Huntsville, and that was something that could be enforced internally, but it could also be enforced in Circuit Court, and they had taken legal action to enforce that ordinance in Circuit Court.

Mr. Canupp said that was not a comprehensive summary of the types of things they could file litigation over, but it was a good sampling of what they could accomplish. He continued that they had seen good results with this. He said this was not unique to Huntsville, that other cities across the state used these remedies on a

regular basis to abate nuisances. He said this was something Huntsville had not been doing all that much until recently, but it had been very effective for them.

Mr. Canupp said he had wanted to just briefly present this, and he would be happy to answer any questions concerning it later in the meeting.

(Dr. Lowe made a PowerPoint presentation.)

Dr. Lowe said as Chief Innovation Officer, one of the aspects of his role, as the city grew in population and land mass, was to look for the opportunities where they could strategically introduce technology, as opposed to scaling labor to accomplish the same thing. He said one of these was the technology he wanted to discuss, noting they did not have an active contract with anybody on this, so he was just going to talk about the technology itself and not any specific companies. He said the load kept rising on Community Development due to the rise in population and land mass and the buildings that were going up. He said like many growing cities, there was a challenge in monitoring the property conditions with their existing resources. He said this was labor-based at this time, so it was very time-intensive, and there was a need for an objective way to look at the structures they had.

Dr. Lowe said Mr. Erwin had presented on the number of notices and citations, with one of them being tall grass. He said one approach on this would be if there were an automated way to detect this and automatically send out the notices, thereby relieving a lot of the load on the existing inspectors, allowing them to go and look at structures, with maybe bigger objects to look at, as opposed to the nuisance of grass.

Dr. Lowe said, as to how this technology worked, that what they were looking at was mounting some weather-sealed cameras to garbage trucks, noting they would have a set of cameras on both sides of the vehicles. He continued that they already had a sunk cost, that these trucks already drove every single road in Huntsville, and this would provide them the opportunity to passively image every single parcel the

garbage trucks passed by, which was essentially every road in the city of Huntsville. He said the way the technology worked was that they used computer vision, that it was AI, but it was not the generative AI they might read about, that it was predictive AI, which was more traditional machine learning.

Dr. Lowe said they had a hundred different tags they had created that they could identify on a parcel that would be out of Code. He said they had trained their model over the last four years, using both international and national standards, as to what "blight" meant, or conditions to a property that could deteriorate, that it was everything from overgrown lawns and improper vehicle storage to structural issues, such as damage to roofs, that they could identify tarps, and they could find boarded windows and missing roofs.

Dr. Lowe said on the right of the displayed slide, they could see what the tagging would look like, noting that it put a red polygon around the area that would be considered off Code, that it tagged the image, and there was a color code associated with each parcel, which was a blight index, on a 1-to-4 scale. He said some tags would be considered more blight than others, and the number of tags on a structure would be a way they would increase, on a 1-to-4 scale. He said once a week, they would get a map like the one they could see on the bottom of the displayed slide, and he said the color code represented the blight score. He said this would be a way the inspectors could have an objective view, so they could double-check their work, and also look region to region to see where the demand was, allowing them to shift.

Dr. Lowe said they also had a mode, while driving the roads, to do roadsides as well, so it would not necessarily be tied to a specific parcel. He said in looking at the roadsides, they could see litter, debris, illegal dumping, and graffiti, noting that this would be a way to identify this throughout the city.

Dr. Lowe said this would be a passive, automated way to collect this data, that

it would provide streamlined reporting, and it would allow for increased efficiency and optimization of the assets they had, noting that they could be shifted to go and look if there was more demand in certain regions. He said they could look at structures, grass, vehicles, that they could look at all sorts of things, that this was a way they could become more data-driven in decision making.

Dr. Lowe said the primary product was developed mostly for structures, but built into it they had quite a few other capabilities, and one of those would be for debris pile pickup. He said currently when garbage was collected, they sent out five trucks and a boom truck, and all six of those vehicles drove the entire route in that area, so there would be a boom truck running around just looking for piles to pick up. He continued that one of the ideas they had was to use this technology to run the trucks on Day 1, process the data overnight, find out where the piles were, and then create a targeted map for the boom truck to drive. He said the obvious benefits from this would be less gas and less wear and tear on the vehicles, and potentially even allowing a single boom truck to collect debris over an even larger area. He said this was currently available technology, on the market at this time.

Dr. Lowe displayed another slide, and he said this was one that was under development. He said if they mounted a camera to the front of the garbage trucks, giving it a forward field-of-view look, it could record the state of every single roadway. He said with the development of a machine-learning model that could identify potholes, cracks, or cuts, anything, just road degradation, and give a road degradation score of 1 to 4, they could end up with a weekly or monthly map, a periodic map, whatever would make the most sense, that would look like the representative map shown on the displayed slide and could provide an objective view of roads that were in disrepair, and this could be used as a tool to decide which roadways were in need of repair. He said this was under development, that it was not out of the realm of

possibility, with the technologies that were in place at this time.

Dr. Lowe said this was just the current state of the art, capabilities they could use to augment some of the services they were providing.

Mr. Erwin thanked the Council for the opportunity for this presentation, noting that he was aware it was a lot of information that was provided. He said they would be glad to answer any questions the Council members might have.

Councilmember Kling said he thought Mr. Erwin's department was well-managed, and they were responsive. He said perhaps they were somewhat hindered by some of the ordinances and guidelines they had to follow, but he felt the effort was there, and they were working in areas throughout the city.

Councilmember Kling said he believed with everything involved with this, they had concerns about the rights of the property owners, and he realized that was a responsible thing they had to deal with because they were trying to protect taxpayer money from needless lawsuits, but he asked that they please balance that with the neighborhoods, the people who lived in these neighborhoods, who had had to endure these long-standing nuisances, whether it would be tall grass or a house that was barely standing. He said the issues these neighbors had to put up with from such properties, issues they had to deal with day in and day out, should be balanced with the rights of the property owners.

Councilmember Kling asked if the 14 days for the grass notices could be cut to 7 days, and if the property nuisances and such could be cut to 14 or 15 days. He said there might be cases where there would be extenuating circumstances, with an elderly or disabled person, and then the Department head could have the discretion to allow for more time. He asked if these times could be cut to have a quicker turnaround time for the neighborhoods.

Councilmember Kling said he thought the new technology looked very

promising, that he thought it could do a lot of great things. He continued that he believed there would have to be an appeal process, where a property owner would get something they thought was not right, and it would turn out that, mechanically, the camera had made a mistake, that he did not know the technology, but he believed there would be some kinks that would have to be worked out.

Councilmember Kling said they had heard from citizens about the issue of parking cars on front lawns, and what that did to the condition of the yards. He asked how the Council could look at this, if that would come under Community Development or under Legal, or where it would come from.

Mr. Erwin said this would start with the City Council, as to what their wishes were, noting that they could look at some of the neighboring communities, which were much smaller. He continued that with the research he had done, the enforcement mechanism would be a key, as to who would enforce it, what would be the remedy. He said evidence had proven that this sometimes had a disproportionate effect on certain neighborhoods, so they had to be mindful of that. He said what the enforcement mechanism looked like would be the most challenging aspect of this. He said if they issued a citation to court, people could have a fine and court costs. He asked if they would impound vehicles, or what they were going to do to get this situation corrected.

Councilmember Kling said it was a double-edged sword, that they would be getting into personal property rights, and if they were overextending themselves. He said he was not advocating this, that he was kind of leaning against it, but he thought it merited at least being looked into, and the Council could say thumbs up on it or thumbs down and move on from there.

Mr. Riley said it was a practical consideration, that the Council could pass an ordinance concerning it if it wished. He said this was not the first time these things

had been considered. He said he had not done a deep dive into this, but there were practical considerations because when they declared something illegal, they would have to enforce that law, and that could be problematic, and they also had the possibility of unforeseen consequences, that if they said persons could not be parking in their yard, what would they do if, for instance, they lived on a roadway where there was not the ability to park, say it would be a four-lane road, such as Sparkman Drive or Bob Wallace, any of those roads where there would be no place to park. He said that then there might be the situation where they would say they could not violate the law, and they would pave their front yard, so they would not be parking in the yard anymore. He continued that he believed that was a consequence they did not want to happen, because they would have then lost the green space, that there would just be parking lots. He said he was aware that this had been looked into before he became City Attorney, and there had not been a determination that that was the way they needed to go on this matter.

Mr. Riley said he was certainly willing, in concert with Mr. Erwin's Department, to look into this, but they needed to know there were considerations concerning this.

Councilmember Kling said he would be interested in seeing how cities around the country had handled this, but he was leaning against it, because he thought it might be overreach; however, they had had citizens contact them concerning this, and he thought the least they could do would be to give it a good-faith evaluation, to determine if it was something worth pursuing. He said he would like to see the turnaround time on notices accelerated, but he was not advocating this, that he was just saying that they should at least take a look at it.

Councilmember Little asked if there were any federal regulations they had to deal with, noting that they had mentioned state and local. He asked if they might

have a great idea, and they would not be able to use it because HUD, or whoever, would say they could not.

Mr. Erwin said due process was mainly the federal issue, that under Code Enforcement, HUD did not fund any of that, that it was funded out of the General Fund, so as long as they adhered to their City ordinances and State statutes, which they did, that those were the limitations.

Mr. Riley said it seemed he had heard that word, due process, in the news recently, and, at any rate, it seemed to be a relatively popular constitutional provision, and it not only operated in matters of national significance, but it operated all the way down to municipalities, that it was not a right to be taken lightly, that it was something he certainly took seriously, and he was aware that citizens took it more seriously, especially when it was their situation that was involving the exercise of due process, the requirement of due process.

Councilmember Little said it seemed that when these matters got before the Council, they had done everything they could, and a lot of times the out-of-state owners were the issue, getting in contact with them, or the change in ownership of the property. He said if he had a blighted property and notices were put on him, and he then sold his house, if they would have to just start all over, if the property was in the exact same condition, but they had a new owner. He asked if that was an issue they sometimes had to deal with.

Mr. Erwin said it was sometimes an issue, that if there was a new owner, they had to give the new owner the appropriate time as the previous owner before they could take any action.

Councilmember Little asked if that could be changed with an ordinance, so that the notice would stay with property, regardless of the owner.

Mr. Erwin said he was not sure on that, noting that they would be depriving

the new owner of the opportunity to make the corrective action.

Councilmember Little said they would know when they bought the house that they were buying a blighted property, and they would have so many days. He said he was just asking if there was any way to speed that up, and he said he guessed they were back to due process.

Mr. Riley said it was due process, and a lot of it would depend on where they were in the process. He said where there was an assessment or something where they addressed an issue, and then they would get to the point where they abated the problem, and they had assessed, and then it would come of record, that would apply to future owners, because they, in doing their title search and everything, would buy that property subject to those things of record. He said that, unfortunately, the difficulty Mr. Erwin encountered was that he had a procedure, that whenever the municipality did something, they had to basically be first empowered by the State to do that particular function of government, and when the State empowered them to do it, they had to operate within certain guidelines, so their procedures and the time involved was usually a balancing act against the rights of the person who was accused versus the rights of neighbors and the municipality. He said it was this balancing act that made it a problem from time to time, but it was one they had to deal with.

Mr. Riley said another aspect they had was that they found people who were gaming the system, that they were doing things like what Mr. Erwin encountered all the time, that he was required on certain things, such as junk, to go out and give a notice they needed to clean up their junk, and he had to provide them, by the ordinance, a certain period of time, and these people had learned how that game operated, so if it was 30 days, they would jump out there on about Day 28 and take care of the problem, and Mr. Erwin's department would go out and check, and the problem would have been resolved. He said one of the cases they had pending at this

time involved that kind of situation, where every time they would go out to address the situation, with this person who was using his yard to operate a business, covering his yard with parts of that business, that person would successfully work the system. He said the value of the Circuit Court action was that they would be able to get that in and get it under control, that the Circuit judges had much more of an arsenal of remedies available to them, so they could address that type situation.

Councilmember Little asked if most of the inspectors' work was responding to complaints or if they patrolled like a police officer who was not on a call but just riding around.

Mr. Erwin said they were patrolling, surveying every street within their district, daily, when they were not responding to complaints or See/Click/Fix issues, that they would ride around and proactively find issues that needed to be addressed.

Councilmember Little asked, concerning the AI, the cameras, if they were in the vetting stage on that. He said he had learned about this at a conference a couple of years ago, and he thought it was exciting.

Dr. Lowe said there was a company he thought was the only one addressing this, and they had a proposal from them, and they had run it through Procurement and Legal. He said there were other people who claimed they were doing machine learning that could do these type things, so they were kind of in the state at this time of if they needed to go out for a full open bid for this or could they sole source it. He said his opinion on this did not matter, but they were running it through the proper channels to see what they had to do, that they were actively trying to get this as something the City would be using.

President Meredith said to Dr. Lowe that his opinion mattered, that he was the CIO.

Dr. Lowe said he was for sole source, that they should go.

Councilmember Little asked how they would deal with privacy issues, if it was kind of like Google Earth, that he could look at the street view of his house, and he could see his kid playing basketball, but it was all blurred out. He asked if this would work the same way.

Dr. Lowe said it blurred out humans, and it blurred out license plates as well, that they took action for privacy, that it was really about the structure, that that was what they were focused on.

Councilmember Little said he thought that would be a huge asset, that he hoped they would get to the point of approving this soon, if they had to approve something like this.

Councilmember Robinson thanked Councilmember Little for requesting this session, noting that they had had a lot of meetings, kind of one-offs, on different subjects, and this had pulled it all together and provided an opportunity for everybody to learn about what they had been discussing all this time.

Councilmember Robinson said she had done some quick math, and it looked like 65 percent of all the citations issued resulted in voluntary compliance, and she asked if that was correct, or something in that neighborhood.

Mr. Erwin said the way they measured voluntary compliance was that it was brought into compliance upon re-inspection. He said there was some compliance that was after that re-inspection, that it was higher because there were some who would bring it into compliance before it would get to court, but it was not in compliance when it was re-inspected.

Councilmember Robinson said that still told her that when people got citations, they would act on them, or the majority would.

Councilmember Robinson said she thought one of the most important organizations they had in the city was the Huntsville Council of Neighborhood

Associations, and she said that every year or so, they gave the Council a list of their concerns regarding Code enforcement, and it was always the same 15 things, the grass and weeds, the junk, property degradation, and some other ones were the curb and gutter. She said there was a curb and gutter ordinance, but Mr. Erwin's department did not enforce that, that that was Public Works.

Mr. Erwin said that was correct.

Councilmember Robinson said it was an ordinance that was difficult to enforce. She said the danglers were always a concern, and she thought IT handled that, and then mailboxes that leaned out into the road. She said those concerns came from the Council of Neighborhood Associations, with their concern about lack of enforcement.

Councilmember Robinson said if 65 percent of folks voluntarily fixed these things once they were made aware of them, or knew the City was aware of them, if they could escalate enforcement by issuing more citations, they would get more things taken care of, and it sounded like they had a way to do this without hiring more inspectors, and let the inspectors do the hard stuff. She said she thought this was a great solution, and like Councilmember Little, she was wondering when they could get a contract, how fast they could get a contract to do this, to free up the inspectors to handle the hard stuff and to just get citations issued so people would fix what they needed to. She said that would address a lot of the concerns the Council of Neighborhood Associations had regarding enforcement.

Councilmember Robinson asked Dr. Lowe, when he was looking at the specs for what to spot, to please add the danglers, curb and gutter, mailboxes, and some of the other concerns. She said he might want to look at the list she had mentioned.

Councilmember Robinson asked what percentage of the out-of-town owners resulted in voluntary compliance, as opposed to forced compliance.

Mr. Erwin said he believed that was rarely for the out-of-state owners.

Councilmember Robinson said that was exactly what she would expect, that they were not in the city, that they did not care because they were not part of this community. She asked how they could make them care, if they could require that they have someone local to manage their property.

Mr. Riley said this was where they would get the "on the one hand" and "on the other hand" answer, that there were not solid "yes" or "no" answers to a lot of these questions, and that was why there were courts, where people argued about individual rights versus the rights of municipalities.

Mr. Riley said what Dr. Lowe had brought up was very interesting, and not just from the fact of the technology involved, but how they got into sub-issues, for instance, if they were going to allow the artificial intelligence to issue the actual citations, and if so, how they would call Mr. Artificial Intelligence in to prove the case, or whatever, that sort of thing. He continued that beyond that sort of situation, he thought that idea had great possibility, if for no other reason than to provide additional information to the enforcement staff, that rather than riding all over in all kinds of neighborhoods on a set system, they would receive the information a mechanical device would have done, and they could focus their efforts on where they knew there was a problem, so the efficiency of the human beings involved could be maximized by this.

Councilmember Robinson said she agreed with that, which was why she felt it should be the faster they could do this, and also make sure they were targeting issue areas of concern. She asked, in regard to out-of-town owners, if they could require them to have someone locally who would respond to a citation.

Mr. Riley said that was an issue they would have to look into, because there might be equal-protection-of-the-law claims that would be made if they were

expecting something out of a particular person just because they were an owner out of state. He continued that they might ask why they were having additional obligations or additional requirements that someone who lived in the state did not have. He said they would need to look into these things, but these were things to consider. He said that, obviously, they still had the same problem, that before they could get them to comply with that particular request, they would have to get their attention, that they would have to get them involved, and he said this was where this methodology Mr. Canupp had been utilizing on their behalf was to great effect and allowed them to obtain what was called "in rem jurisdiction," where the Circuit Court could gain jurisdiction over that entity because they owned property in the state, that they could get that jurisdiction in a way the Municipal Court could not.

Councilmember Robinson said it sounded like that had been successful with short-term rentals, and she was impressed with the work they had done. She said she would love to see this used similarly in these other cases, to force out-of-town owners to take care of their properties.

Councilmember Robinson said they had worked for a while on some kind of rental registry, and she asked where they were with that.

Mr. Riley said the last thing they had with that was to try to incorporate it into the business licensing process, and that came under Penny Smith's purview. He said he was not sure exactly where they were on it, that he knew at one point, they were awaiting some change in computer capabilities, programs that would enable them to expand that. He said he would certainly look into that and see where they stood on it.

Councilmember Robinson said, concerning the grass, that she thought they had a 10-day notice on it.

Mr. Erwin said the issue was with the mail service, which they depended on to deliver the notices. He said that even with a 14-day notice, they were having, in

some cases, the situation where the owner was not receiving the notice in time to bring it into compliance. He said they had done a trial on a 10-day notice, but based on weekends and following up, the re-inspections, that had become an issue; and, also, the people were not receiving the notices in a timely manner, and if they did not get the notice, it was difficult for his department to go out and hold them accountable and bring the property into compliance .

Councilmember Robinson said she supposed they would not have email addresses for everyone.

Mr. Erwin said they were stuck with just the property address or any other public record, such as the tax assessment and things like that.

Councilmember Robinson said she was in agreement with Councilmember Kling on this, that she would like to see that time shortened, if they could determine a way to do that.

Councilmember Robinson said a question had come up concerning vertical grass versus horizontal grass, and they had the 8 inches for vertical grass.

Mr. Erwin said that was correct, for a platted subdivision.

Councilmember Robinson said that was for vertical grass, and she asked if it was correct that they did not have any ordinances regarding grass growing out onto curbs, or if the new curb ordinance covered that.

Mr. Erwin said that would be Public Works, on the curb ordinance. He said he had looked at that, but he was not sure of the answer to the question.

Councilmember Robinson said this was something that needed to be addressed. She said they dealt with health and safety standards, and if they had 8-inch grass, they had critters in there, so that was a safety issue. She continued that if they had horizontal grass growing out into the gutters, that could block drainage, and then there would be a drainage issue. She asked that they look into that.

Councilmember Robinson said she was pleased that bamboo was now designated as an invasive species, and that was the reason they could start looking at it. She said bamboo had been an issue for some of her constituents because their neighbor's bamboo had grown into the pool and punctured the pool lining, and someone else had it go under the foundation of their house, that it could be really destructive. She asked if this was something they were moving forward with.

Mr. Erwin said it was if they could come to the abatement remedy, what it looked like, because it was so invasive. He said there were private party issues, what role government played in that process. He said they were trying to iron out these issues, looking at other communities and what the best practice was, what they had had success in doing.

Councilmember Robinson said, in regard to nuisance buildings, Mr. Erwin had mentioned the Minimum Housing Standards, and she said she did not know what those were, but they had them, and she said Dr. Lowe had mentioned the Blight Index, so it sounded like they might have more clarity on how to deal with nuisance houses, noting that they were working on one in her area. She said they had seen houses that had been sitting for five years because of issues in courts.

Mr. Erwin said what was new was what Mr. Canupp had been doing through the Circuit Court. He said they could get people served in other states, and they had to appear before a local jurisdiction judge, and if they failed to do so, then, in absentia, they could have the case heard, and the Circuit judge could enter an order that the City could tear down, abate, that they would have a legal remedy they had not had previously, because when they got to Municipal Court, there was no enforcement action they could do to correct the violation.

Councilmember Robinson said that was great news, and she would love to see all that move forward.

Councilmember Robinson said, concerning notices regarding grass and junk and nuisance properties, they had some frequent flyers, and they all knew who they were. She asked if there was any legal remedy, punitive fines, for repeat offenders.

Mr. Erwin said that, as he had said earlier, Mr. Riley's staff had advised him there was not a provision for a fine for what they did, that they could only recoup their expenses for bringing property into compliance.

Councilmember Robinson said some of these people were basically slumlords.

Mr. Riley said that, again, it would depend on which of their enforcement mechanisms they were using. He said Mr. Erwin was doing the abatement process, and the other side of the coin was, of course, the criminal or pseudo-criminal or quasi-criminal that happened in Municipal Court. He said there was a tendency on the part of judges there to accelerate, like, if there was a maximum fine, they would not start on the first offense with the maximum fine, but repeat offenders worked their way up the ladder to where they would get to that. He said the only problem was that the maximum fine was not enough of an incentive to a defendant to discontinue the behavior, that there was just not enough clout there to get the message across. He said when they saw someone who would rather sit in jail for a year than to just take the required reasonable action, he did not know how they could deal with it.

Councilmember Robinson said someone had mentioned they were working on something like this for commercial properties. She asked if it was correct that all the Codes applied equally to commercial properties and residential properties.

Mr. Erwin said it was the same criteria for residential and non-residential structures.

Councilmember Robinson said, with regard to parking on lawns, she had spoken to one gentleman who had a lot of interest in this, and she had suggested to him that all their Codes focused on health and safety, and she had asked how parking

on lawns impacted the community's health and safety, and he had made the point that it could be that it tore up the yards, and mud went down into the streets, and that could result in a safety issue.

Councilmember Robinson said one of the arguments concerning this was that older neighborhoods that had small frontages and short setbacks did not have the space for parking. She asked if they were to create a parking on lawns ordinance, it could take into account frontages and setbacks. She said that would not be equal protection under the law, that it was just a thought. She said another thing that had been brought up was if it could apply to long-term, not if someone had guests coming to a party, and there would be no other place for them to park other than on the lawn, but if they could they have an ordinance concerning long-term parking on a lawn, which could over time create issues for the neighborhood. She said that might be something to consider as they looked at this.

Councilmember Robinson said that was all she had, and she thanked the presenters for the great information.

President Meredith asked what the trigger was for taking the Circuit Court route over Mr. Erwin's route.

Mr. Erwin said they were working their way through this, that it was ultimately when they were not able to gain compliance, that there were several of them, the ones that did not get to the level of a public nuisance that they could tear them down, under the Council's authorization, but there was a continually deteriorating product, and they had exhausted every avenue. He said they were doing this case by case, to make sure they were on solid footing and it was working, and so far, it was, and they would use this more and more often as they moved forward.

President Meredith said that, then, this would be after the other alternatives had been exhausted.

Mr. Erwin said that was correct.

President Meredith said these would be non-structural, so they would not fool with the abatement process, that they would move directly to the Circuit Court.

Mr. Erwin said that was correct. He said if it was 100 percent, they would pursue the public nuisance, that he was talking about the ones that were perhaps 45 to 65 to 70 percent. He said they would likely be depriving someone of their property rights and property value by doing a demolition, so it needed to be corrected, but it was not a public-nuisance candidate.

Mr. Riley said he did not want to give the impression that they exhausted all remedies available going the normal route, that it was a judgment call, frankly, that they looked at certain situations, and they would say they did not have a remedy, with their ordinances and all, that would address it. He said one that came to mind was when they had a house sitting in an otherwise nice neighborhood, and there was an out-of-state owner, or whatever, and the house was just being allowed to deteriorate. He said they had limitations, with their process, in getting the owners to confront them, and that was where they had been successful, and they had one of these pending at this time. He said that because they were using that Circuit Court remedy, they could get them before the Court, and within the jurisdiction of the Court, and it opened a lot of vistas when they could do that, because these persons could not continue to ignore them.

Mr. Canupp said there might occasionally be situations where a nuisance was so dangerous, or such a threat, that going through the normal process would just be too slow, so there had been occasions in which they had done that.

President Meredith said it was his understanding that by the City of Huntsville Ordinances, "overgrown grass" was defined as 8 inches.

Mr. Erwin said on a platted subdivision, that was correct, and on a

non-platted subdivision, it was 12 inches.

President Meredith asked if an HOA could redefine a weed to 6 inches, and then send notices to the residents in their community that they had overgrown weeds, and they were going to fine them if they did not cut them, but it was a standard that was higher than the City's.

Mr. Erwin said as a property owner who lived in an HOA, he had agreed to abide by those rules in terms of that HOA, and if he failed to maintain whatever the neighborhood had adopted, then he would be subject to the regulations of the HOA, so he could be fined for failing to maintain his property, based on what he had agreed to by living there.

Mr. Erwin said his department had nothing to do with HOAs, that they were only making sure they enforced the City's ordinances.

President Meredith said, then, a covenant could be changed after a resident moved in, that when they moved in and signed all the paperwork, the definition was 8 inches, but then the HOA would decide that was too high, and they were going to make it 4 inches, but he had not signed off on that, that it was not part of the covenants when he moved in.

Mr. Erwin said this would be an issue between the property owner and the HOA, not the property owner and the City.

President Meredith said part of the problem was that they had developers that never turned over the HOA, and they had HOAs that did not hold annual meetings, so they were essentially being held hostage by an HOA that did not have a meeting, that they could not appeal a fine to, that they were setting their own standards.

Mr. Riley said a lot of what could be done was a byproduct of the formative documents of that HOA, and, generally, they were going to allow themselves the capacity to do so. He said it was just like they saw homeowners associations down on

the beach, where they could do an assessment. He said when someone had bought into the HOA, or condominium association, they might have agreed to do "this much" of an assessment, but the HOA had reserved unto itself the right to make changes as circumstances changed.

Mr. Riley said this was a situation that was generally not the City's purview, that it would be between the HOA and the people in the HOA, that it was sort of a private dispute, and the City would not come into enforcing it.

President Meredith said he totally understood that, but, again, it was the issue of things being changed without any input from anybody that had signed the covenants, that the covenants were changed, and he did not agree to that, and they did not have an annual meeting, so there was no discussion that this was going to happen or they were considering it, that it was just dumped on them, and at this point, it was like, "We are an HOA. Sorry."

Mr. Riley said he was wondering if the initial formational document had any sort of obligation that the control of the HOA had to be turned over to the residents.

President Meredith said they did, but then they had all these additional phases, and, basically, it was 50 years of the developer controlling the HOA.

Mr. Canupp said that from what he heard, it was not uncommon for the City to get complaints about HOAs, and, unfortunately, the advice that had to be given was persons would have to get a lawyer and potentially file a lawsuit against their HOA, which was definitely a remedy that was available.

President Meredith said, concerning the predictive AI, the cameras on the garbage trucks, that they had mentioned at least three different functionalities of the cameras, with the functionality depending on where the cameras were located. He asked if all these cameras could be put on a truck and all these three different functionalities occur, or if it would be only one functionality per truck.

Dr. Lowe said the objective would be to outfit all the trucks with all the functionalities, that on one run, they would be getting all three of those results.

Mr. Erwin said there was one thing he had forgotten to mention, and he said whenever they went on a property and there was a fence, say the property owners had placed a fence all the way around it, that was an expectation of privacy, and they were not authorized to go beyond that, but there was a remedy Mr. Canupp had explained, an administrative warrant, which would allow the Circuit level to authorize them to do that, so that was another avenue, which was new, that would allow them to breach a fence and go in and bring the property into compliance.

Mr. Erwin said to leave them with a situation in Councilmember Kling's district, a gentleman had died, and his only heir was his brother, and his brother was in an institution in South Alabama, so there was no one to maintain that property. He said he guessed someone was paying the taxes, and the State had an interest in the property, and they did not know who to hold accountable, so they had watched the property deteriorate. He said it was not to the level of a public nuisance. He continued that he was not sure who they could file a lawsuit against, since the State had an interest, and the individual who was incapacitated had an interest, with the caregiver being the State. He said these were unusual circumstances, and they wanted to make sure they were as responsive as they could be on this.

Mr. Riley said he guessed there was one more issue, that on the administrative warrant, it was a new idea but not a new idea, because it was an idea that had existed, and it had been approached a number of times in his office, but the determination was made that it needed to be a legislative issue, and so far, they had not been able to gain purchase with the Legislature. He said Mr. Canupp had a belief that they could do that via ordinance, and had apparently done that, or written ordinances with other municipalities in the state.

Mr. Riley said they were exploring that, because it would make things a lot easier for Mr. Erwin and his staff if people could not throw up a fence and keep them out. He said even if they could see through the fence, they could not get in there to assess the situation. He said they would have the argument of the curtilage of the residence and all that, that there were a lot of issues that came into these things, but an administrative warrant would certainly be a real helpful thing, that it would enable them to be able to get in and properly assess properties which might very well be unsafe and able to be demolished because of a decline in their condition.

Councilmember Kling asked Mr. Riley if there was any differential between something like a four-foot fence that one could see over and maybe something like a chicken wire type fence versus a seven-foot tall, wooden fence, like if he could easily see the yard and the problems in it.

Mr. Riley said there was some differential, as far as those different things, but they still could not go in there, that there was an expectation of privacy, that even though he would be looking at it, he could not just gain entrance.

Mr. Riley said if they went the Circuit Court route, they might could do that, because as one of their reliefs, they could request of the Court an opportunity, or a Court-directed privilege, of going inside there, gaining access. He said when a court gave them an order empowering them to do something, they did not have to worry about being sued, but when Mr. Erwin would make an independent decision, or his people would make one, and they would say they were just going to hop the fence and head in, then they would suddenly have someone saying they had violated their constitutional rights. He said this was another value of the Circuit Court process they were able to utilize, getting a court to insulate them and give them the authority to do something beyond what they might otherwise be able to do.

Councilmember Kling asked about someone putting a one-foot tall, long

edging along the front of their house and arguing that it was a fence. He asked if the City would be hamstrung on that while the neighborhood suffered.

Mr. Riley said he could not answer that question, but he did not think if someone had just put an edging around, that would be the same as a fence. He said he did not know that there would be an expectation of privacy, that that would be an issue for someone to decide, if it was an expectation of privacy.

Mr. Erwin said the presence of a fence would not stop them from issuing a notice, that the presence of the fence kept them from going beyond the fence to actually cut the grass, and abate it. He said they would always be able to issue a notice, that it was just cutting the grass.

President Meredith thanked the presenters, noting that it was wonderful information.

ADJOURNMENT.

President Meredith said the meeting was adjourned.

PRESIDENT OF THE CITY COUNCIL

ATTEST:

CITY CLERK

(Meeting adjourned at 11:15 a.m. on May 30, 2025.)



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: 2025-453

Department: City Council

Subject:

Type of Action: Approval/Action

Resolution honoring the Huntsville Historic Foundation for receiving the prestigious James Ray Kuykendall Historical Society Award.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

N/A



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: TMP-5531

Department: City Council

Subject:

Type of Action: Approval/Action

Resolution honoring the Huntsville Historic Foundation for receiving the prestigious James Ray Kuykendall Historical Society Award.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

N/A

RESOLUTION NO. 25 -

WHEREAS, the City Council and Mayor of the City of Huntsville, Alabama wish to honor and congratulate Huntsville Historic Foundation (HHF) on receiving the distinguished James Ray Kuykendall Historical Society Award; and

WHEREAS, the Huntsville Historic Foundation has demonstrated exceptional dedication to the preservation, protection, and promotion of the rich history and heritage of Huntsville, Alabama; and

WHEREAS, through its tireless efforts in historical education, community outreach, restoration projects, and preservation advocacy, the Foundation has significantly contributed to fostering a deeper appreciation and understanding of local history among residents and visitors alike; and

WHEREAS, the HHF's commitment to excellence and community service has been recognized through the bestowal of the James Ray Kuykendall Historical Society Award, the prestigious honor awarded to organizations that exemplify outstanding leadership in historical preservation and education; and

WHEREAS, the Alabama Historical Association specifically appreciated HHF's exemplary history programs and exhibitions that illuminate the significant yet often overlooked contributions of Huntsville's Black entrepreneurs, helping to ensure that a fuller, more inclusive narrative of the city's past is preserved and celebrated; and

WHEREAS, receipt of this award not only reflects the hard work and passion of the Foundation's members, staff, and volunteers, but also brings great pride and distinction to the City of Huntsville and the greater historical community; and

WHEREAS, the City as a whole should recognize and honor the HHF for its outstanding contributions to historical preservation and commend the organization for receiving the James Ray Kuykendall Historical Society Award.

NOW THEREFORE BE IT RESOLVED, that the City Council and Mayor of the City of Huntsville, Alabama, wishes to formally acknowledge Huntsville Historic Foundation's enduring legacy and continued impact on the cultural and historical landscape of our community.

ADOPTED this the ____ day of _____, 2025.

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

APPROVED this the _____ day of _____, 2025.

Mayor of the City of Huntsville, Alabama



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: 2025-454

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 2216 Hall Ave Nw, Huntsville, AL; and consideration of a Resolution ordering abatement of a nuisance located at 2216 Hall Ave Nw.

Resolution 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: (list below)

Address: 2216 Hall Ave Nw, Huntsville, AL

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 2216 Hall Ave Nw, and Resolution to abate said nuisance

RESOLUTION NO. 25-

WHEREAS, the City Council on May 22, 2025, adopted Resolution No. 25-391 declaring the conditions existing upon and/or in front of the property at 2216 Hall Ave Nw, Huntsville, AL, 35805, more particularly described as follows to-wit: BEG AT ST IN SE COR OF COL CEM ON HALL ST TH S 56 1/2 DEG E AL N/M OF HALL ST 267 FT TO SW COR OF LOT CON BEING TR BEG PT TH N 56 1/2 DEG E 447 FT TO PT ON N/M OF HALL ST TH N 163 FT TH S 56 1/2 DEG W 134 FT TH S 33 1/2 DEG E 144 FT TO PL OF BEG &, in the City of HUNTSVILLE, 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 12th of June, 2025; 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 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 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.

RESOLUTION NO. 25- (Cont'd)

ADOPTED this the 12th day of June, 2025.

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

APPROVED this the 12th day of June, 2025.

Mayor
of the City of Huntsville, Alabama



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: 2025-455

Department: Planning

Subject:

Type of Action: Approval/Action

Resolution to set a public hearing on the zoning of 1.14 acres of land lying on the west of Old Big Cove Rd and north of Knotty Walls Rd to Residence 2 District; and the introduction of an Ordinance pertaining to the same. (Set July 24, 2025 Regular Council Meeting)

Resolution No.

Ordinance No.

Does this item need to be published? Yes

If yes, please list preferred date(s) of publication: Resolution: June 25 & July 2, 2025; Ordinance: July 30, 2025

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: 137 & 145 Knotty Walls Rd., Owens Cross Roads, AL 35763

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

Additional Comments: Recommended by Planning Commission



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: TMP-5589

Department: Planning

Subject:

Type of Action: Approval/Action

Resolution to set a public hearing on the zoning of 1.14 acres of land lying on the west of Old Big Cove Rd and north of Knotty Walls Rd to Residence 2 District; and the introduction of an Ordinance pertaining to the same. (Set July 24, 2025 Regular Council Meeting)

Resolution No.

Ordinance No.

Does this item need to be published? Yes

If yes, please list preferred date(s) of publication: Resolution: June 25 & July 2, 2025; Ordinance: July 30, 2025

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: 137 & 145 Knotty Walls Rd., Owens Cross Roads, AL 35763

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

Additional Comments: Recommended by Planning Commission

RESOLUTION NO. 25-

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

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

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

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

- (1) The zoning of 1.14 acres of land lying on the west of Old Big Cove Rd and north of Knotty Walls Rd to Residence 2 District.
- (2) The first publication of this resolution, this synopsis, and the ordinance hereinafter set out at length shall be in the Speakin' Out News on the 25th day of June, 2025, and the second publication shall be one week thereafter on the 2nd day of July, 2025, 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 24th day of July, 2025, in the Council Chambers of the City of Huntsville Administration Building at 305 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. 25-_____, which was introduced by the City Council of the City of Huntsville on the 12th day of June, 2025, 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. 25-

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

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

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

All that part of Section 14, Township 5 South, Range 1 East of the Huntsville Meridian, in the City of Huntsville, Madison County, Alabama more particularly described as beginning at a point located at the Northeast corner of said Section 14; thence South 28 Degrees 9 Minutes 42 Seconds West 2,652.33 feet to a point; said point is further described as the Point of True Beginning; thence South 1 Degrees 0 Minutes 0 Seconds West 178.38 feet to a point; thence South 0 Degrees 19 Minutes 9 Seconds West 61.32 feet to a point; thence North 88 Degrees 30 Minutes 26 Seconds West 214.79 feet to a point; thence North 9 Degrees 26 Minutes 15 Seconds East 61.54 feet to a point; thence North 0 Degrees 5 Minutes 26 Seconds West 53.31 feet to a point; thence North 0 Degrees 5 Minutes 26 Seconds West 123.7 feet to a point; thence South 89 Degrees 0 Minutes 1 Seconds East 208.39 feet back to the Point of True Beginning and containing 1.14 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 _____, 2025.

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

APPROVED this the _____ day of _____, 2025.

Mayor of the City of Huntsville, Alabama

ADOPTED this the ____ day of _____, 2025.

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

APPROVED this the ____ day of _____, 2025.

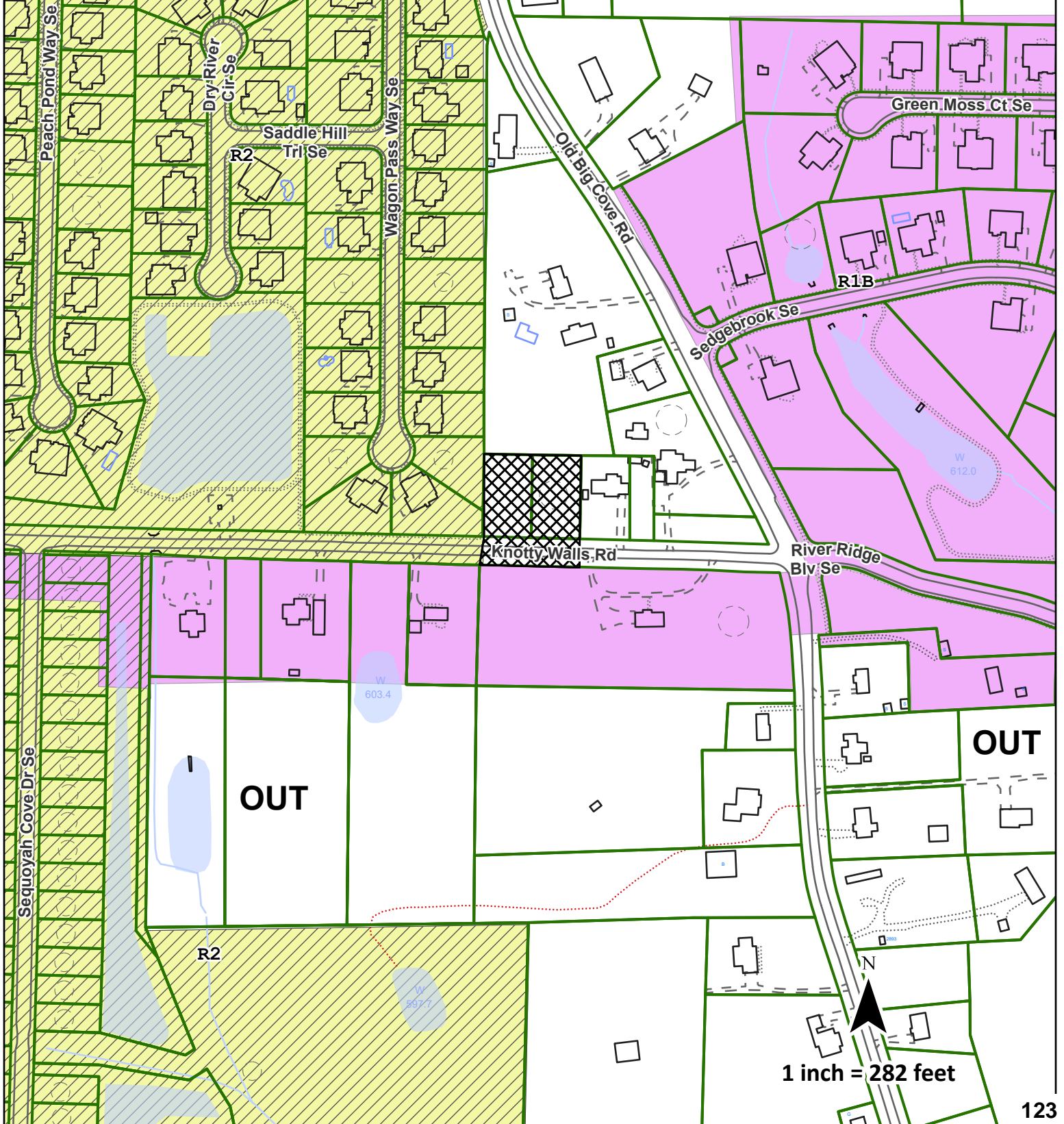
Mayor of the City of Huntsville, Alabama

PROPOSED RESIDENCE 2 DISTRICT

Restrict
Plat Document
#20161107000637760

#20161107000637760

OUT





Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: 2025-456

Department: Planning

Subject:

Type of Action: Approval/Action

Resolution to set a public hearing on an ordinance amending a plat restriction to remove a portion of the natural landscape buffer established on Boundary/Minor Plat of "Sawan", as recorded as Plat 2020-00016767 of the Probate Records of Madison County, Alabama; and the introduction of an Ordinance pertaining to the same. (Set July 24, 2025, Regular Council Meeting)

Resolution No.

Ordinance No.

Does this item need to be published? Yes

If yes, please list preferred date(s) of publication: Resolution: June 25 & July 2, 2025; Ordinance: July 30, 2025

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: 3300 Holmes Ave NW, Huntsville, AL 35805

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

Additional Comments: Recommended by Planning Commission



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: TMP-5590

Department: Planning

Subject:

Type of Action: Approval/Action

Resolution to set a public hearing on the amendment of a plat restriction to remove a portion of the natural landscape buffer established on Boundary/Minor Plat of "Sawan", as recorded as Plat 2020-00016767 of the Probate Records of Madison County, Alabama; and the introduction of an Ordinance pertaining to the same. (Set July 24, 2021 Regular Council Meeting)

Resolution No.

Ordinance No.

Does this item need to be published? Yes

If yes, please list preferred date(s) of publication: Resolution: June 25 & July 2, 2025; Ordinance: July 30, 2025

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: 3300 Holmes Ave NW, Huntsville, AL 35805

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

Additional Comments: Recommended by Planning Commission

RESOLUTION NO. 25-

WHEREAS, on May 27, 2025 the Planning Commission of the City of Huntsville, Alabama, adopted Resolution No. 01-25 approving and recommending to the City Council of the City of Huntsville, Alabama, the amendment of certain plat restrictions established pursuant to Code of Ala. 1975 § 11-52-32(c), and the City Council of the City of Huntsville, Alabama, will give its consideration to the adoption of an ordinance amending said restrictions, a synopsis of which is as follows:

- (1) Amend the Plat Restrictions established on the **Boundary/Minor Plat of “Sawan”, as Recorded as Plat 2020-00016767 of the Probate Records of Madison County, Alabama** (“Plat”) pursuant to Code of Ala. 1975 §11-52-32(c), including, the removal of a portion of the established natural landscape buffer area along the eastern boundary of Lot 1 and leave unaffected and in full force and effect the remainder of the 100 Foot Natural Landscape Buffer, the current zoning classification of the property, that is, Residence 2-B District and all other plat restrictions.
- (2) The first publication of this resolution, this synopsis, and the ordinance hereinafter set out at length shall be in the *Speakin’ Out News* on the 25th day of June, 2025, and the second publication shall be one week thereafter on the 2nd day of July, 2025, 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 ordinance amending the Restrictions established on the **Boundary/Minor Plat of “Sawan”, as Recorded as Plat 2020-00016767 of the Probate Records of Madison County, Alabama** (“Plat”) pursuant to Code of Ala. 1975 §11-52-32(c).

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 24th day of July, 2025, in the Council Chambers of the City of Huntsville Administration Building at 305 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. 25-____, which is introduced by the City Council of the City of Huntsville on the 12th day of June, 2025, amending the Zoning Ordinance of the City of Huntsville, Alabama.

2. That the proposed ordinance amending the Restrictions is substantially in words and figures as follows:

STATE OF ALABAMA)
 :
LIMESTONE COUNTY)

ORDINANCE NO. 25-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, ALABAMA,
TO AMEND RESTRICTIONS SET FORTH ON THE FOLLOWING PLAT:

**Boundary/Minor Plat of “Sawan”, as Recorded as Plat 2020-00016767 of the Probate
Records of Madison County, Alabama.**

Section 1. That, in accordance with Resolution No. 01-25 of the Planning Commission of the City of Huntsville, Alabama, adopted on May 27, 2025, and after a public hearing thereon, the following restrictions, which were established on the *Boundary/Minor Plat of “Sawan”, as recorded as Plat 2020-00016767 of the Probate Records of Madison County, Alabama* (“Plat”) pursuant to Code of Ala. 1975 §11-52-32(c) (“Restrictions”), **are hereby amended:**

RESTRICTIONS FOR THIS SUBDIVISION

Pursuant to the Code of Alabama of 1975, Section 11-52-32(c) by approval of this plat the Planning Commission for the City of Huntsville hereby agrees with the application upon certain use, height, area or bulk requirements or restrictions governing buildings and premises within this zoning plat, providing such requirements or restrictions shall be state in the recorded plat, and premises shall not be used in violation thereof as follows:

- 100 Foot Natural Landscape Buffer is required along a portion of the Northern Boundary and the entirety of the eastern boundary of Lot 1 as shown Heron.
- Hotel and Motels are not permitted.

In accordance with Section 11-52-32(c) the above requirement governing buildings and premises within the Zoning Plat shall have the same force of law and be enforced in the same manner with the same sanctions and penalties and subject to the same power of amendment or repeal as thought sat out as a part of the Zoning Ordinance or Zoning Map of the City of Huntsville.

Section 2. That the amendment to the above Restrictions shall modify the boundary of the established 100 Foot Natural Landscape Buffer required along a portion of the Northern Boundary and the entirety of the eastern boundary of Lot 1. Particularly, the amendment shall hereby remove a portion of the established natural landscape buffer area along the eastern boundary described as follows:

A parcel of land situated in the Southeast Quarter of Section 34, Township 3 South, Range 1 West of the Huntsville Meridian, Madison County, Alabama {Bearings and distances are referenced to the Alabama State Plane Coordinate System, East Zone, NAD '83 (2011)} and being a portion of a 100-foot wide "Natural Landscape Buffer" lying within Lot 1 of the Zoning Plat of "Sawan", plat Document No. 2020-00016767 in the Office of the Judge of Probate, Madison County, Alabama, and being more particularly described as follows:

Beginning at the southeast corner of said Lot 1, said point being further described as lying on the north right-of-way of Holmes Avenue (right-of-way width varies) and having Alabama State Plane Coordinates of North: 1539275.96, East: 421080.42; thence run South 78 degrees 24 minutes 22 seconds West, 100.74 feet along the north right-of-way of said Holmes Avenue to a point; thence, leaving the north right-of-way of said Holmes Avenue, run North 04 degrees 39 minutes 41 seconds West, 89.54 feet to a point; thence run North 04 degrees 52 minutes 55 seconds West, 150.10 feet to a point; thence run North 85 degrees 07 minutes 05 seconds East, 100.00 feet to a point lying on the east boundary of said Lot 1; thence run South 04 degrees 52 minutes 55 seconds East, 150.29 feet along the east boundary of said Lot 1 to a point; thence, continuing along the east boundary of said Lot 1, run South 04 degrees 39 minutes 41 seconds East, 77.57 feet back to the Point of Beginning;

Said parcel contains 0.537 acres (23,375 square feet) more or less.

But reserving in favor of the City of Huntsville, the existing 10-foot wide Public Utility and Drainage Easements, established by the said Zoning Plat of Sawan, along the east and south sides of the above-described property.

Section 3. That the result of the amendment of the Restrictions hereby removes a portion of the established natural landscape buffer area along the eastern boundary of Lot 1 as described and leave unaffected and in full force and effect the remainder of the 100 Foot Natural Landscape Buffer, the current zoning classification of the property, that is, Residence 2-B District and all other plat restrictions, as such may be amended from time to time, until such time, if ever, as said property is rezoned or until such time, if ever, as such property is subjected to different or additional restrictions pursuant to Code of Ala. 1975 § 11-52-32(c).

Section 4. That the remainder of the matters contained on the Plat, including, but not necessarily limited to, the dedications of public right-of-way and/or public easement(s) thereon, shall otherwise remain in full force and effect.

Section 5. That the Planning Department of the City of Huntsville, Alabama, is hereby authorized and directed to record this Ordinance, along with the Resolution No. 01-25 of the Planning Commission of the City of Huntsville, Alabama, in the Probate Records of Madison County, Alabama, at the cost of the owners of the lands embraced by the Plat.

Section 6. This ordinance shall take effect from and after the date of its publication.

ADOPTED this the _____ day of _____, 2025.

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

APPROVED this the _____ day of _____, 2025.

Mayor of the City of Huntsville, Alabama

ADOPTED this the ____ day of _____, 2025.

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

APPROVED this the ____ day of _____, 2025.

Mayor of the City of Huntsville, Alabama

PLANNING COMMISSION OF THE CITY OF HUNTSVILLE, ALABAMA

RESOLUTION NO.: 01-25

RE: PETITION TO AMEND CERTAIN PLAT RESTRICTIONS ESTABLISHED ON THE FOLLOWING PLAT:

BOUNDARY/MINOR PLAT OF “SAWAN”, AS RECORDED AS PLAT 2020-00016767 OF THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA.

PETITIONERS:

Gurmej Sandhu

WHEREAS, on or about February 25, 2020, the Planning Commission of the City of Huntsville, Alabama, (“Planning Commission”), approved the following plat:

Boundary/Minor Plat of “Sawan”, as recorded as Plat 2020-00016767 of the Probate Records of Madison County, Alabama.

(the “Plat”); and

WHEREAS, the lands embraced by the Plat are subject to certain RESTRICTIONS FOR THIS SUBDIVISION (“Restrictions”) established on the Plat pursuant to Code of Ala. 1975 § 11-52-32(c), as follows:

RESTRICTIONS FOR THIS SUBDIVISION

Pursuant to the Code of Alabama of 1975, Section 11-52-32(c) by approval of this plat the Planning Commission for the City of Huntsville hereby agrees with the application upon certain use, height, area or bulk requirements or restrictions governing buildings and premises within this zoning plat, providing such requirements or restrictions shall be state in the recorded plat, and premises shall not be used in violation thereof as follows:

- 100 Foot Natural Landscape Buffer is required along a portion of the Northern Boundary and the entirety of the eastern boundary of Lot 1 as shown Heron.
- Hotel and Motels are not permitted.

In accordance with Section 11-52-32(c) the above requirement governing buildings and premises within the Zoning Plat shall have the same force of law and be enforced in the same manner with the same sanctions and penalties and subject to the same power of amendment or repeal as thought sat out as a part of the Zoning Ordinance or Zoning Map of the City of Huntsville.

WHEREAS, all of the only and sole owners of the lands embraced by the Plat have petitioned the Planning Commission to approve the amendment of the Restrictions, which "Petition" is attached hereto and incorporated herein by reference; and

WHEREAS, the "Petition" is to amend the boundary of the established 100 Foot Natural Landscape Buffer required along a portion of the Northern Boundary and the entirety of the eastern boundary of Lot 1. Particularly, the requested amendment would remove a portion of the established natural landscape buffer area along the eastern boundary described as follows:

A parcel of land situated in the Southeast Quarter of Section 34, Township 3 South, Range 1 West of the Huntsville Meridian, Madison County, Alabama {Bearings and distances are referenced to the Alabama State Plane Coordinate System, East Zone, NAD '83 (2011)} and being a portion of a 100-foot wide "Natural Landscape Buffer" lying within Lot 1 of the Zoning Plat of "Sawan", plat Document No. 2020-00016767 in the Office of the Judge of Probate, Madison County, Alabama, and being more particularly described as follows:

Beginning at the southeast corner of said Lot 1, said point being further described as lying on the north right-of-way of Holmes Avenue (right-of-way width varies) and having Alabama State Plane Coordinates of North: 1539275.96, East: 421080.42; thence run South 78 degrees 24 minutes 22 seconds West, 100.74 feet along the north right-of-way of said Holmes Avenue to a point; thence, leaving the north right-of-way of said Holmes Avenue, run North 04 degrees 39 minutes 41 seconds West, 89.54 feet to a point; thence run North 04 degrees 52 minutes 55 seconds West, 150.10 feet to a point; thence run North 85 degrees 07 minutes 05 seconds East, 100.00 feet to a point lying on the east boundary of said Lot 1; thence run South 04 degrees 52 minutes 55 seconds East, 150.29 feet along the east boundary of said Lot 1 to a point; thence, continuing along the east boundary of said Lot 1, run South 04 degrees 39 minutes 41 seconds East, 77.57 feet back to the Point of Beginning;

Said parcel contains 0.537 acres (23,375 square feet) more or less.

But reserving in favor of the City of Huntsville, the existing 10-foot wide Public Utility and Drainage Easements, established by the said Zoning Plat of Sawan, along the east and south sides of the above described property.

WHEREAS, the result of the amendment of the Restrictions would be to remove a portion of the established natural landscape buffer area along the eastern boundary of Lot 1 as described and leave unaffected and in full force and effect the remainder of the 100 Foot Natural Landscape Buffer, the current zoning classification of the property, that is, Residence 2-B District and all other plat restrictions, as such may be amended from time to time, until such time, if ever, as said property is rezoned or until such time, if ever, as such property is subjected to different or additional restrictions pursuant to Code of Ala. 1975 § 11-52-32(c); and

WHEREAS, a public hearing has been held on the matter and it is the desire of the Planning Commission, as evidenced by the adoption of this resolution, to approve the repeal of the Restrictions heretofore placed on the lands embraced by the Plat, and to recommend to the City Council of the City of Huntsville, Alabama, a repeal of said Restrictions in accordance with Code of Ala.1975 § 11-52-32(c).

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

1. That the Planning Commission hereby approves the amendment of the Restrictions heretofore placed on the lands embraced by the above-referenced Plat, particularly, said amendment being the removal of a portion of the established natural landscape buffer area along the eastern boundary of Lot 1 described as follows:

A parcel of land situated in the Southeast Quarter of Section 34, Township 3 South, Range 1 West of the Huntsville Meridian, Madison County, Alabama {Bearings and distances are referenced to the Alabama State Plane Coordinate System, East Zone, NAD '83 (2011)} and being a portion of a 100-foot wide "Natural Landscape Buffer" lying within Lot 1 of the Zoning Plat of "Sawan", plat Document No. 2020-00016767 in the Office of the Judge of Probate, Madison County, Alabama, and being more particularly described as follows:

Beginning at the southeast corner of said Lot 1, said point being further described as lying on the north right-of-way of Holmes Avenue (right-of-way width varies) and having Alabama State Plane Coordinates of North: 1539275.96, East: 421080.42; thence run South 78 degrees 24 minutes 22 seconds West, 100.74 feet along the north right-of-way of said Holmes Avenue to a point; thence, leaving the north right-of-way of said Holmes Avenue, run North 04 degrees 39 minutes 41 seconds West, 89.54 feet to a point; thence run North 04 degrees 52 minutes 55 seconds West, 150.10 feet to a point; thence run North 85 degrees 07 minutes 05 seconds East, 100.00 feet to a point lying on the east boundary of said Lot 1; thence run South 04 degrees 52 minutes 55 seconds East, 150.29 feet along the east boundary of said Lot 1 to a point; thence, continuing along the east boundary of said Lot 1, run South 04 degrees 39 minutes 41 seconds East, 77.57 feet back to the Point of Beginning;

Said parcel contains 0.537 acres (23,375 square feet) more or less.

But reserving in favor of the City of Huntsville, the existing 10-foot wide Public Utility and Drainage Easements, established by the said Zoning Plat of Sawan, along the east and south sides of the above described property.

2. That the Planning Commission hereby recommends the amendment of the Restrictions to the City Council of the City of Huntsville, Alabama;

3. That the current zoning classification of the property, that is, Residence 2-B District, the remainder of the 100 Foot Natural Landscape Buffer, and established plat restrictions, as such may be amended from time to time, remains in full force and effect until such time, if ever, as said property is rezoned or until such time, if ever, as such property is subjected to different or additional restrictions pursuant to Code of Ala. 1975 § 11-52-32(c);

4. That the remainder of the matters contained on the Plat, including, but not necessarily limited to, the dedications of public right-of-way and/or public easement(s) thereon, shall otherwise remain in full force and effect; and

5. That the Chairman of the Planning Commission is hereby authorized to execute this Resolution on behalf of the Planning Commission.

THE PLANNING COMMISSION OF THE
CITY OF HUNTSVILLE, ALABAMA



Gary Whitley, Acting Chairman

ATTEST:



Peggy S. Richard, Secretary

STATE OF ALABAMA)

:

COUNTY OF ADISON)

PETITION TO REMOVE PLAT RESTRICTION

Come now the undersigned, as the owners of the lands described below, and petition the Planning Commission for the City of Huntsville, Alabama, as follows:

1. The following zoning plat (the "Plat") was previously approved by the Planning Commission of the City of Huntsville, Alabama, on February 25, 2020: Sawan, the lands described and as recorded in the Office of the Judge of Probate, Madison County, Alabama, in Document No. 2020-00016767.
2. Sawan Technologies, LLC, an Alabama limited liability company as to Lot 1 of the Subdivision hereby certify that they are, as of the date of execution of this Petition to Remove Plat Restriction (the "Petition"), the only and sole owners of the lands which are embraced by the Subdivision Plat. There is no mortgage or other encumbrance on the property.
3. The Zoning Plat shows an area marked 100 feet Natural Landscape Buffer located along the east boundary of Lot 1 (the "Restriction"). The Restriction was a requirement for the Zoning Plat approval by the City of Huntsville Planning Commission and served to provide a landscape buffer along the adjacent residential properties lying on the east side of the Sawan property.
4. We the undersigned hereby petition the Planning Commission of the City of Huntsville, Alabama, to remove a portion of the "buffer zone" next to the adjacent residential as indicated on the exhibit drawing provided (attached as "Exhibit A") for the construction of a caretaker/guard house of a similar scale on the adjacent residential lot.

We the undersigned hereby join in this Petition and in witness whereof we have caused this Petition to be duly executed and hereunto set our hands and affix our seals as of the 19th day of May, 2025.

Sawan Technologies, LLC,
An Alabama limited liability company


By: Gurmej S. Sandhu As its: Manager

STATE OF ALABAMA __)

:

COUNTY OF MADISON _)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Gurmej S. Sandhu, whose name as Manager of Sawan Technologies, LLC, an Alabama limited liability company, is signed to the foregoing petition, and who is known to me, acknowledged before me on this day that being informed of the contents of the foregoing petition, he, as such Manager and with full authority, executed the same voluntarily and for and as the act of the said Sawan Technologies, LLC, an Alabama limited liability company, as of the day the same bears date.

Given under my hand and official seal this 19th day of May, 2025.

Deborah Kittle

Notary Public

My Commission Expires: Aug. 1, 2027

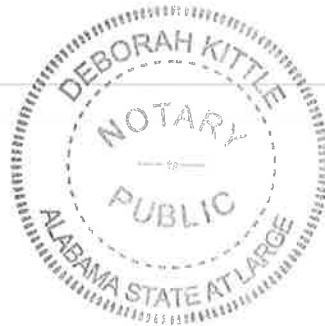


Exhibit A

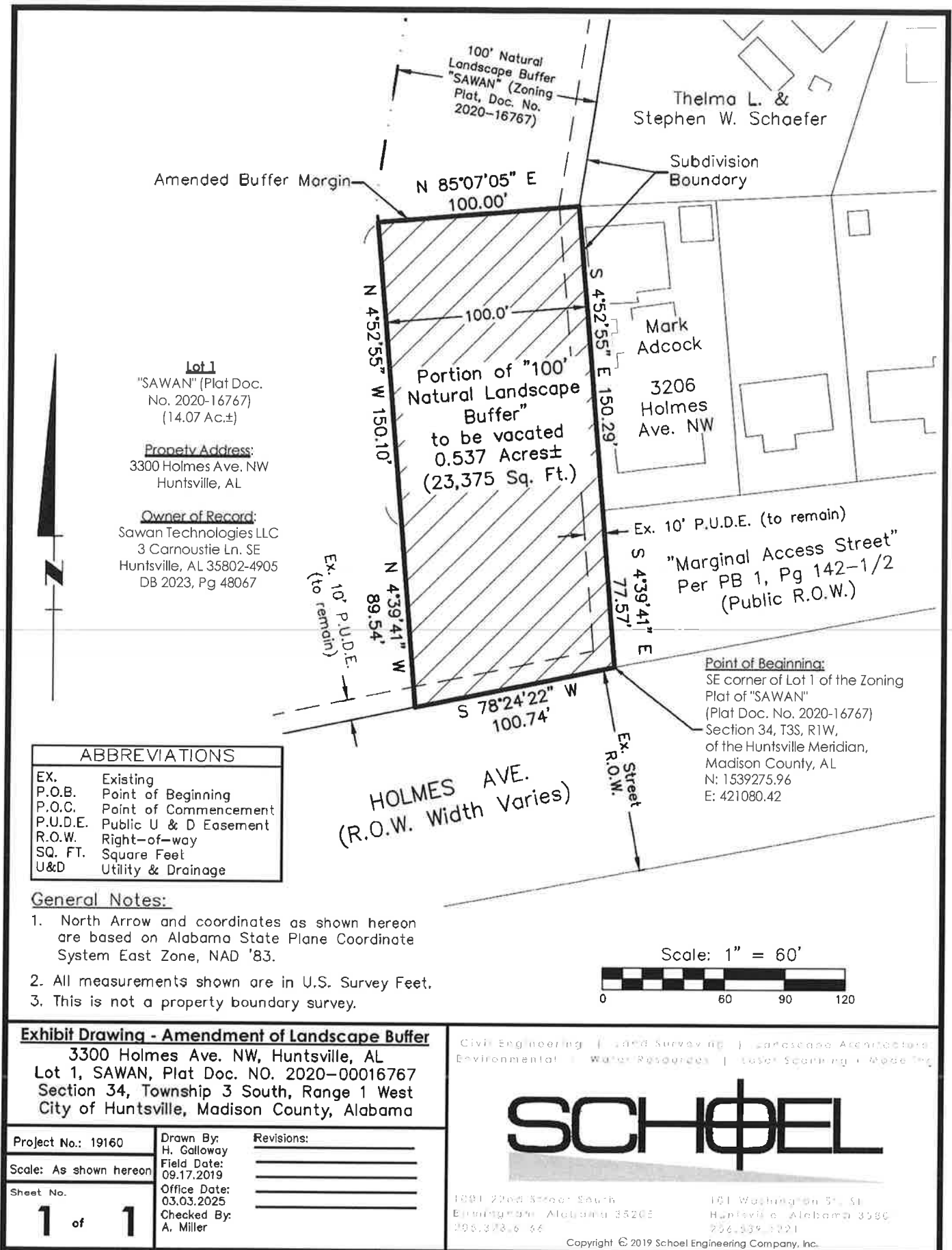


Exhibit B

STATE OF ALABAMA

COUNTY OF MADISON

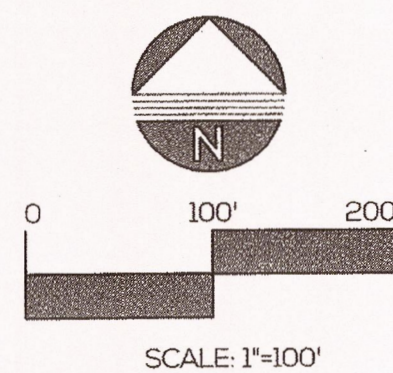
A parcel of land situated in the Southeast Quarter of Section 34, Township 3 South, Range 1 West of the Huntsville Meridian, Madison County, Alabama {Bearings and distances are referenced to the Alabama State Plane Coordinate System, East Zone, NAD '83 (2011)} and being a portion of a 100-foot wide "Natural Landscape Buffer" lying within Lot 1 of the Zoning Plat of "Sawan", plat Document No. 2020-00016767 in the Office of the Judge of Probate, Madison County, Alabama, and being more particularly described as follows:

Beginning at the southeast corner of said Lot 1, said point being further described as lying on the north right-of-way of Holmes Avenue (right-of-way width varies) and having Alabama State Plane Coordinates of North: 1539275.96, East: 421080.42; thence run South 78 degrees 24 minutes 22 seconds West, 100.74 feet along the north right-of-way of said Holmes Avenue to a point; thence, leaving the north right-of-way of said Holmes Avenue, run North 04 degrees 39 minutes 41 seconds West, 89.54 feet to a point; thence run North 04 degrees 52 minutes 55 seconds West, 150.10 feet to a point; thence run North 85 degrees 07 minutes 05 seconds East, 100.00 feet to a point lying on the east boundary of said Lot 1; thence run South 04 degrees 52 minutes 55 seconds East, 150.29 feet along the east boundary of said Lot 1 to a point; thence, continuing along the east boundary of said Lot 1, run South 04 degrees 39 minutes 41 seconds East, 77.57 feet back to the Point of Beginning;

Said parcel contains 0.537 acres (23,375 square feet) more or less.

But reserving in favor of the City of Huntsville, the existing 10-foot wide Public Utility and Drainage Easements, established by the said Zoning Plat of Sawan, along the east and south sides of the above described property,

Doc ID: 0226794002 Type: PLAT
Filed/Cert: 03/06/2020 11:13:00 AM
Fee Amt: \$43.25 Page 1 of 2
Madison County, AL
FRANK BARBER Probate Judge
File# 2020-00016767

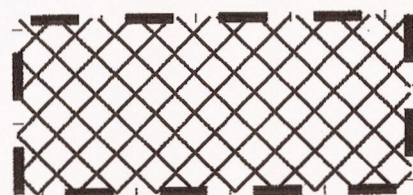


LEGEND

- PROPERTY CORNER FOUND
- PROPERTY CORNER SET (SCHOEL CA#003)
- SUBJECT PROPERTY LINE (SCHOEL CA#003)
- - - ADJOINER PROPERTY LINE
- - - MINIMUM BUILDING LINE (MBL)

ABBREVIATIONS

- CIPF CAPPED IRON PIN FOUND
- CIPS CAPPED IRON PIN SET
- CTP CRIMP TOP PIPE FOUND
- EX EXISTING
- (M) MEASURED
- MNF MAG NAIL FOUND
- OTP OPEN TOP PIPE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- (R) RECORDED
- R.O.W. RIGHT OF WAY
- SSMH SANITARY SEWER MANHOLE



LOWER SLOPE
DEVELOPMENT
DISTRICT (SDD)

NOTE:

APPROVAL OF THIS ZONING PLAT INCLUDES RECOGNITION BY THE CITY THAT LOTS 1 AND 2 ARE 'LOTS OF RECORD', THEREFORE THEY ARE NOT SUBJECT TO SLOPE DEVELOPMENT DISTRICT REGULATIONS, PER CITY OF HUNTSVILLE ZONING ORDINANCE, ARTICLE 65.6.1. THE 'LOTS OF RECORD' STATUS APPLIES TO THIS PARTICULAR PLAT.

GENERAL NOTES:

- NORTH ARROW AND COORDINATES AS SHOWN HEREON ARE BASED ON ALABAMA STATE PLANE COORDINATE SYSTEM EAST ZONE, NAD '83.
- ALL MEASUREMENTS SHOWN ARE IN U.S. SURVEY FEET.
- THERE ARE NO BUILDING ON THE SUBJECT PROPERTY.
- THERE IS TWO (2) LOT IN THIS SUBDIVISION CONTAINING 23.69 ACRES ±.
- THIS PLAT IS A RESUBDIVISION OF OF THE LANDS DESCRIBED IN DEED DOCUMENT NUMBERED 2018-00075675 AND 2018-00076675 AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA.
- STREET RIGHTS-OF-WAY ARE AS SHOWN. (THERE ARE NO PROPOSED STREETS NOR CHANGES IN RIGHT OF WAY FOR THIS SUBDIVISION.)
- ONLY SURFACE UTILITY, STORM AND SANITARY SEWER STRUCTURES WHICH ARE LOCATED WITHIN THE BOUNDARY AND OUTSIDE OF DESIGNATED EASEMENTS ARE SHOWN. WATER AND GAS LINES AS SHOWN HEREON ARE BASE ON DATA PROVIDED BY HUNTSVILLE UTILITIES AND WERE NOT FIELD VERIFIED.
- THERE WAS NO FIELD LOCATION ATTEMPTED TO DETERMINE THE EXTENT OF SUB-SURFACE STRUCTURES OR EAVE OVERHANGS, EXCEPT AS SHOWN.
- THERE IS A 10' PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG THE PERIMETER OF THE SUBDIVISION.
- SOURCES OF INFORMATION: DOC NO. 2018-00075675 PLAT 1 PAGE 142-1/2 DOC NO. 2018-00076675
- OWNER OF RECORD: GURMEJ SANDHU CARNOUSTIE LANE HUNTSVILLE, AL 35816 DOC NO. 2018-00076675; DOC NO. 2018-00075675

OWNER OF RECORD:
RUSSELL HILL PROPERTIES LLC
P.O. BOX 18428
HUNTSVILLE, AL 35804
INST# 2012-0705080

SURVEYOR'S CERTIFICATION & FLOOD HAZARD CERTIFICATION

I, JACOB M. BONDS, A REGISTERED PROFESSIONAL LAND SURVEYOR WITH THE FIRM OF SCHOEL ENGINEERING COMPANY, INC. HEREBY CERTIFY THAT TO THE BEST OF MY INFORMATION, KNOWLEDGE AND BELIEF THAT THE INFORMATION SHOWN HEREON HAS BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA.

I FURTHER CERTIFY THAT THE PROPERTY SHOWN HEREON LIES WITHIN "X" (OUT-UNSHADED), AS SHOWN ON THE FEDERAL INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 01089C0326E, DATED OCTOBER 2, 2014.

ACCORDING TO THIS SURVEY, UNDER MY SUPERVISION, THIS THE

3RD DAY OF FEBRUARY 2020.

Jacob M. Bonds
JACOB M. BONDS PLS #33942

PLAT RESTRICTIONS

PURSUANT TO THE CODE OF ALABAMA (1975) SECTION 11-52-32(C) BY APPROVAL OF THIS PLAT THE PLANNING COMMISSION FOR THE CITY OF HUNTSVILLE HEREBY AGREES WITH THE APPLICATION UPON CERTAIN USE, HEIGHT, AREA, OR BULK REQUIREMENTS OR RESTRICTIONS GOVERNING BUILDINGS AND PREMISES WITHIN THIS ZONING PLAT, PROVIDING SUCH REQUIREMENTS OR RESTRICTIONS SHALL BE STATED IN THE RECORDED PLAT, AND THE PREMISES SHALL NOT BE USED IN VIOLATION THEREOF AS FOLLOWS:

- 100 FOOT NATURAL LANDSCAPE BUFFER IS REQUIRED ALONG A PORTION OF THE NORTHERN BOUNDARY AND THE ENTIRETY OF THE EASTERN BOUNDARY OF LOT 1 AS SHOWN HEREON.
- HOTELS AND MOTELS ARE NOT PERMITTED.

IN ACCORDANCE WITH SECTION 11-52-32(C) THE ABOVE REQUIREMENTS GOVERNING BUILDINGS AND PREMISES WITHIN THE ZONING PLAT SHALL HAVE THE SAME FORCE OF LAW AND BE ENFORCED IN THE SAME MANNER WITH THE SAME SANCTIONS AND PENALTIES AND SUBJECT TO THE SAME POWER OF AMENDMENT OR REPEAL AS THOUGH SET OUT AS A PART OF THE ZONING ORDINANCE OR ZONING MAP OF THE CITY OF HUNTSVILLE.

CANDLE WOOD FOURTH ADDITION
PLAT 14 PAGE 97

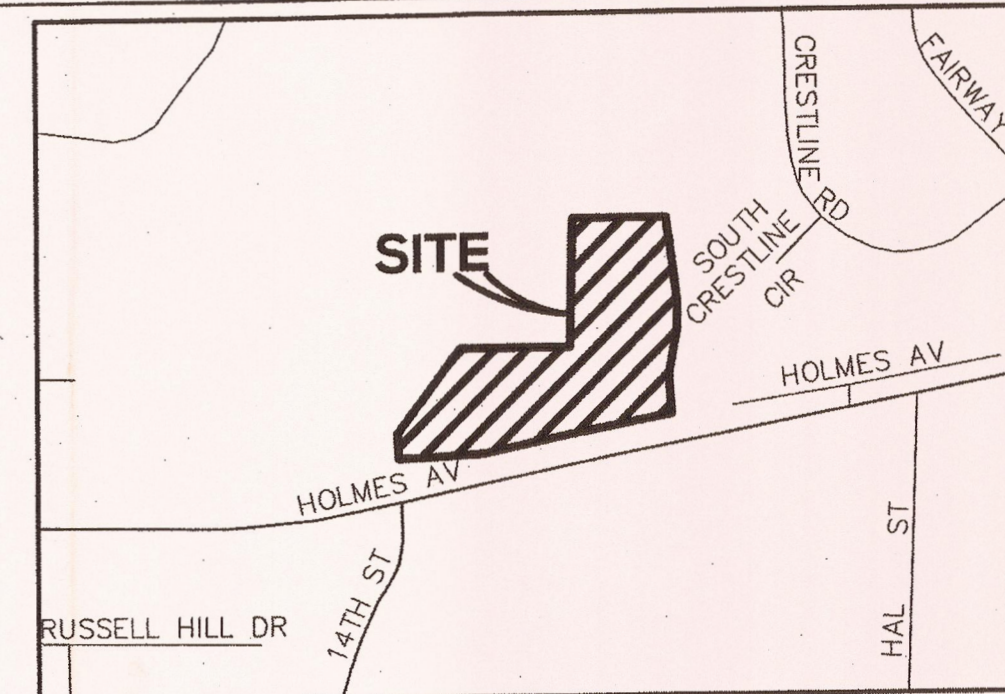
OWNER OF RECORD:
LANDWORKS LLC
4000 HIGH MOUNTAIN RD
HUNTSVILLE, AL 35811
INSTRUMENT# 2015-0126070

OWNER OF RECORD:
CITY OF HUNTSVILLE
ATTN CAROLYN LOVE
P.O. BOX 308
HUNTSVILLE, AL 35805
INSTRUMENT# N/A

OWNER OF RECORD:
CITY OF HUNTSVILLE
ATTN CAROLYN LOVE
P.O. BOX 308
HUNTSVILLE, AL 35805
INSTRUMENT# N/A

OWNER OF RECORD:
ROCK FAMILY WORSHIP CENTER
3401 HOLMES AVE
HUNTSVILLE, AL 35816
INSTRUMENT# 2017-0142600

SITE



VICINITY MAP
(NOT TO SCALE)

LINE TABLE (MEASURED)			RECORD	
NUMBER	DIRECTION	LENGTH	DIRECTION	LENGTH
L1	N 0°52'25" E	129.21'	N 0°42'01" W	129.16'
L2	S 88°58'29" E	508.24'	N 89°27'03" E	508.52'
L3	S 13°38'59" E	28.27'	S 15°15'25" E	28.29'
L4	S 10°45'49" E	64.55'	S 12°00'58" E	64.55'
L5	S 7°38'59" E	64.20'	S 9°30'02" E	64.20'
L6	S 4°01'22" E	70.02'	S 5°36'09" E	70.06'
L7	S 2°21'24" E	65.08'	S 3°54'19" E	65.03'
L8	S 2°52'06" E	65.18'	S 4°26'40" E	65.26'
L9	S 2°31'28" E	96.19'	S 04°26'32" E	96.13'
L10	S 2°34'24" E	10.05'	S 3°58'42" E	10.05'
L11	S 3°00'52" E	108.38'	S 4°33'21" E	108.39'
L12	S 11°52'28" W	24.99'	S 9°34'47" W	25.01'
L13	S 8°55'48" W	134.18'	S 7°22'03" W	134.20'
L14	S 8°51'57" W	111.80'	S 7°20'30" W	111.60'
L15	S 4°52'55" E	150.29'	S 6°31'38" E	150.29'
L16	S 4°39'41" E	77.57'	S 6°13'31" E	77.50'
L17	S 78°24'22" W	576.05'	S 77°05'04" W	575.71'
L18	S 78°47'14" W	182.56'	S 77°24'17" W	182.49'
L19	N 88°48'52" W	164.49'	S 89°45'44" W	164.52'
L20	S 88°54'33" W	234.65'	S 85°29'50" W	234.79'
L21	N 3°00'17" E	140.67'	N 01°26'29" E	140.35'
L22	N 39°42'38" E	579.22'	N 38°17'31" E	579.90'
L23	S 88°23'03" E	550.55'	S 89°46'34" E	550.60'

CURVE TABLE (MEASURED)					
NUMBER	LENGTH	RADIUS	DELTA	CHORD	CHORD DIRECTION
C1	331.55'	4870.39'	3°54'01"	331.73'	S 80°46'47" W

CURVE TABLE (RECORDED)					
NUMBER	LENGTH	RADIUS	DELTA	CHORD	CHORD DIRECTION
C1	331.57'	4870.39'	3°54'02"	331.51'	S 79°21'51" W

ADJOINING PROPERTY OWNERS INFORMATION			
LABEL	OWNER INFORMATION	ADDRESS	LEGAL INFORMATION
1	VALLEY FELLOWSHIP CHURCH	3616 HOLMES AVE HUNTSVILLE, AL 35816	INST# 2016-0727950
2	MARK ADCOCK	338 JOE QUICK RD HAZEL GREEN, AL 35750	PLAT BOOK 1 PAGE 142-1/2
3	STEPHEN W. & THELMA L. SCHAEFER	821 CRESTLINE CIR NW P.O. BOX 18592 LOS ANGELES, CA 90043	DEED BOOK 1014 PAGE 761
4	JERRY E. ROBINSON	3438 58TH STREET LOS ANGELES, CA 90043	INST# 2008-0590830
5	ZPROPERTY LLC	200 WEST SIDE SQUARE STE # 601 HUNTSVILLE, AL 35801	INST# 2018-0037968
6	ROSANNA CHANG	8811 LOUIS DR HUNTSVILLE, AL 35802	PLAT BOOK 1 PAGE 142-1/2
7	WARREN K. CUTLER	905 CRESTLINE RD NW P.O. BOX 1731 HUNTSVILLE, AL 35805	QUIT CLAIM DEED 2012-0418830
8	JESSIE ANDREWS & JAMES W. BENNETT	907 CRESTLINE RD NW HUNTSVILLE, AL 35816	INST# 2018-0002870
9	MARY E & RONALD POLLARD	909 CRESTLINE RD NW HUNTSVILLE, AL 35816	PLAT BOOK 1 PAGE 142-1/2
10	BEVERLY A & LAWRENCE A MITCHELL	10221 GIBLARTAR DR, SE HUNTSVILLE, AL 35803	INST# 1067-0001085
11	REDCLAY PROPERTIES LLC	3100 B LEE MAN FERRY RD HUNTSVILLE, AL 35801	INST# 2016-0307810
12	HELEN & EDD MILLER	6528 PULASKI PIKE HUNTSVILLE, AL 35810	INST# 2004-006685
13	REDCLAY PROPERTIES LLC	3100 B LEE MAN FERRY RD HUNTSVILLE, AL 35801	WARRANTY DEED 2006-0315650
14	LANDWORKS LLC	3318 BOB WALLACE AVE HUNTSVILLE, AL	INST# 1056-0000550
15	FRIENDS LLC	4000 HIGH MOUNTAIN ROAD NW HUNTSVILLE, AL 35811	WARRANTY DEED 2013-0063910

G:\Client Files\Dr. Sandhu\19160.H0 Dr. Sandhu Property (Holmes Ave)\Survey

SAWAN
HUNTSVILLE, AL

SECTION 34 - TOWNSHIP 3 SOUTH - RANGE 1 WEST

REVISIONS:

ZONING PLAT

DATE: 02/03/2020
DRAWN BY: ANUNLEY
CHECKED BY: J. BONDS
FIELD DATE: 09/17/2019
FIELD CREW: B. WILLIAMS
PROJECT NO.: 19160.H0

STATE OF ALABAMA)
COUNTY OF MADISON)

I, JACOB M. BONDS, OF SCHOEL ENGINEERING COMPANY, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND LICENSED IN HUNTSVILLE, ALABAMA, AND THAT I HAVE SURVEYED THE LANDS EMBRACED IN THE WITHIN PLAT OR MAP DESIGNATED AS "SAWAN", ALL LYING WITHIN MADISON COUNTY, ALABAMA. IT IS FURTHER CERTIFIED THAT SAID PLAT OR MAP IS A TRUE MAP OR PLAT OF LANDS EMBRACED THEREIN, GIVING THE LENGTH AND BEARINGS OF THE BOUNDARIES OF EACH BLOCK AND LOT AND BLOCK NUMBER, SHOWING THE DIVISION THEREOF INTO LOTS, STREETS, ALLEYS, EASEMENTS, AND PUBLIC GROUNDS, GIVING THE LENGTHS, WIDTH, AND BEARINGS OF EACH STREET, SHOWING THE RELATION OF SAID LANDS TO THE GOVERNMENT SURVEY, AND THAT MONUMENTS SHOWN HEREON SHALL BE INSTALLED AT ALL CORNERS AND CURVE POINTS PRIOR TO FINAL INSPECTION BY THE CITY ENGINEER OF HUNTSVILLE, ALABAMA.

WE, THE UNDERSIGNED, GURMEJ SANDHU, OWNER, OF THE LANDS EMBRACED IN SAID PLAT, HEREBY JOIN IN THIS CERTIFICATE AS REQUIRED BY LAW FOR THE PURPOSE OF GIVING FULL FORCE AND EFFECT TO THE PLATTING OF SAID LANDS EMBRACED IN SAID PLAT AS CONTEMPLATED AND REQUIRED BY LAW.

IN WITNESS THEREOF, SAID JACOB M. BONDS, SURVEYOR, AND GURMEJ SANDHU, OWNER, HAVE CAUSED THESE PRESENTS TO BE DULY EXECUTED AND HEREUNTO SET OUR HANDS AND AFFIX OUR SEALS.

ON THE 12TH DAY OF FEBRUARY, 2020.

OWNER:

Gurmej Sandhu
GURMEJ SANDHU

SURVEYOR:

Jacob M. Bonds
BY: JACOB M. BONDS, PLS #33942

NOTARY PUBLIC ACKNOWLEDGEMENT

STATE OF ALABAMA)
COUNTY OF MADISON)

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE ABOVE COUNTY AND STATE, HEREBY CERTIFY THAT GURMEJ SANDHU, WHOSE NAME IS SIGNED TO THE FOREGOING CERTIFICATE, AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT, BEING INFORMED OF THE CONTENTS OF THE FOREGOING CERTIFICATE, HE EXECUTED THE SAME VOLUNTARILY ON THE DAY THE SAME BEARS DATE.

GIVEN UNDER MY HAND

THIS 12TH DAY OF FEBRUARY, 2020.

William Heath Gallows
NOTARY PUBLIC

STATE OF ALABAMA)

COUNTY OF MADISON) [SEAL]

MY COMMISSION EXPIRES: 5-26-20



NOTARY PUBLIC ACKNOWLEDGEMENT

STATE OF ALABAMA)

COUNTY OF MADISON)

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE ABOVE COUNTY STATE, HEREBY CERTIFY THAT JACOB M. BONDS, WHOSE NAME IS SIGNED TO THE FOREGOING CERTIFICATE, AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT, BEING INFORMED OF THE CONTENTS OF SAID CERTIFICATE, HE EXECUTED THE SAME VOLUNTARILY ON THE DAY THE SAME BEARS DATE.

GIVEN UNDER MY HAND

THIS THE 12TH DAY OF FEBRUARY, 2020.

William Heath Gallows
NOTARY PUBLIC

STATE OF ALABAMA)

COUNTY OF MADISON) [SEAL]

MY COMMISSION EXPIRES: 5-26-20



HUNTSVILLE UTILITIES

THE UNDERSIGNED, A DULY AUTHORIZED REPRESENTATIVE OF HUNTSVILLE UTILITIES OF THE CITY OF HUNTSVILLE, ALABAMA, HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF THE SAME IN THE PROBATE OFFICE OF MADISON COUNTY, ALABAMA

THIS 18TH DAY OF February, 2020.

Heery Bolton
HUNTSVILLE UTILITIES REPRESENTATIVE

Huntsville Utilities can provide Water, Gas and Electric Service according to its standard Service Rules and Regulations, Main Extension Policies, and Aide to Construction Policies. The cost to relocate any Huntsville Utilities facilities required due to this project must be paid by the Developer or Property Owner. Huntsville Utilities Water Department additional requirements: High-level fees required: Frontage fees required: Regulators required: Impact fees required: SDC Fees Apply Additional Fire Protection Required: Maximum Elevation: Served at 752 Maximum Hydrant Elevation: 717 Individual Boosters: Required at elevation 727

PLANNING COMMISSION CERTIFICATE OF APPROVAL

THE WITHIN PLAT OF "SAWAN", IN MADISON COUNTY, ALABAMA, IS HEREBY APPROVED BY THE PLANNING COMMISSION FOR THE CITY OF HUNTSVILLE, ALABAMA FOR THE RECORDING OF THE SAME IN THE PROBATE OFFICE OF MADISON COUNTY, ALABAMA

THIS 25 DAY OF February, 2020.

THE RECORDING MUST BE ACCOMPANIED BY THE 25 DAY OF July, 2020.

IF THE PLAT IS NOT RECORDED BY THIS DATE, THE APPROVAL OF THE PLAT BY THE PLANNING COMMISSION SHALL BE DEEMED TO HAVE EXPIRED.

PLANNING COMMISSION FOR THE CITY OF HUNTSVILLE, ALABAMA

BY: *William Heath Gallows*
TITLE: Chairman

CERTIFICATE FOR RECORDING

STATE OF ALABAMA
COUNTY OF MADISON

I, Frank Rogers, JUDGE OF PROBATE OF THE COUNTY AND STATE AFORESAID, CERTIFY THAT THE WITHIN AND FOREGOING INSTRUMENT OF WRITING WAS FILED FOR RECORD IN THIS OFFICE ON

THIS THE 5TH DAY OF March, 2020
AT 11:13 O'CLOCK AND DULY RECORDED AS

DOCUMENT NO. 2020-00016767

Frank Rogers
JUDGE OF PROBATE

CITY ENGINEER

THE UNDERSIGNED, AS CITY ENGINEER OF THE CITY OF HUNTSVILLE, ALABAMA, HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF THE SAME IN THE PROBATE OFFICE OF MADISON COUNTY, ALABAMA

THIS THE 14TH DAY OF February, 2020

Michael A. Malinow
CITY ENGINEER
CITY OF HUNTSVILLE, AL

TRAFFIC ENGINEER

THE WITHIN SUBDIVISION PLAT HAS BEEN REVIEWED BY THE TRAFFIC ENGINEER FOR THE CITY OF HUNTSVILLE, ALABAMA

14TH FEBRUARY 2020
DATE

Michael A. Malinow
TRAFFIC ENGINEER
CITY OF HUNTSVILLE, ALABAMA

Filed/Cert: 03/05/2020 11:13:00 AM
Fee Amt: \$45.00 Page 2 of 2
Madison County, AL
FRANK BARBER Probate Judge
File 2020-00016767

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

SCHOEL

7500 Memorial Pkwy SW, Ste 209
Birmingham, Alabama 35205
256.539.1221
205.323.6166
www.schoel-engineers.com



SAWAN
HUNTSVILLE, AL

SECTION 34 - TOWNSHIP 3 SOUTH - RANGE 1 WEST

REVISIONS:

ZONING PLAT

DATE: 02/03/2020
DRAWN BY: ANUNLEY
CHECKED BY: J. BONDS
FIELD DATE: 09/17/2019
FIELD CREW: B. WILLIAMS
PROJECT NO.: 19160.HO

2 OF 2



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: 2025-457

Department: Planning

Subject:

Type of Action: Approval/Action

Resolution to set a public hearing on the rezoning of 4.73 acres of land lying on the east of Pulaski Pike and north of Stringfield Rd from Residence 1-A District to Residence 2-A District; and the introduction of an Ordinance pertaining to the same. (Set July 24, 2025 Regular Council Meeting)

Resolution No.

Ordinance No.

Does this item need to be published? Yes

If yes, please list preferred date(s) of publication: Resolution: June 25 & July 2, 2025; Ordinance: July 30, 2025

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: 3402 Stringfield Rd NW, Huntsville, AL 35810

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

Additional Comments: Recommended by Planning Commission



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: TMP-5591

Department: Planning

Subject:

Type of Action: Approval/Action

Resolution to set a public hearing on the rezoning of 4.73 acres of land lying on the east of Pulaski Pike and north of Stringfield Rd from Residence 1-A District to Residence 2-A District; and the introduction of an Ordinance pertaining to the same. (Set July 24, 2025 Regular Council Meeting)

Resolution No.

Ordinance No.

Does this item need to be published? Yes

If yes, please list preferred date(s) of publication: Resolution: June 25 & July 2, 2025; Ordinance: July 30, 2025

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: 3402 Stringfield Rd NW, Huntsville, AL 35810

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

Additional Comments: Recommended by Planning Commission

RESOLUTION NO. 25-

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

- (1) The rezoning of certain land lying on the east of Pulaski Pike and north of Stringfield Rd from Residence 1-A District to Residence 2-A District.
- (2) The first publication of this resolution, this synopsis, and the ordinance hereinafter set out at length shall be in the Speakin' Out News on the 25th day of June, 2025, and the second publication shall be one week thereafter on the 2nd day of July, 2025, 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 24th day of July, 2025, in the Council Chambers of the City of Huntsville Administration Building at 305 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. 25-____, which is introduced by the City Council of the City of Huntsville on the 12th day of June, 2025, 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. 25-

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

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

1. That the following area, land lying on the east of Pulaski Pike and north of Stringfield Rd, which area is now shown and classified on the Official Zoning Maps of the City of Huntsville, Alabama, Residence 1-A District, shall be shown and classified on the Official Zoning Maps of the City of Huntsville, Alabama, as Residence 2-A District, in the Zoning Ordinances of the City of Huntsville, Alabama, said property being particularly described as follows:

All that part of Section 15, Township 03 South, Range 01 West of the Huntsville Meridian, in the City of Huntsville, Madison County, Alabama more particularly described as commencing at a point located at the Southwest Corner of said Section 15; thence North 50 Degrees 23 Minutes 27 Seconds East 4049.72 feet to a point; said point is further described as being the Point of Beginning; thence from the Point of Beginning, North 01 Degree 15 Minutes 13 Seconds West 26.24 feet to a point; thence North 02 Degrees 25 Minutes 50 Seconds East 163.83 feet to a point; thence North 16 Degrees 54 Minutes 04 Seconds West 269.68 feet to a point; thence North 10 Degrees 52 Minutes 06 Seconds West 18.78 feet to a point; thence South 89 Degrees 00 Minutes 01 Second East 502.12 feet to a point; thence South 00 Degrees 52 Minutes 00 Seconds West 465.01 feet to a point; thence North 89 Degrees 00 Minutes 01 Second West 419.51 feet back to the Point of Beginning and containing 4.73 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 _____, 2024.

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

APPROVED this the ____ day of _____, 2024.

Mayor of the City of Huntsville, Alabama

ADOPTED this the ____ day of _____, 2025.

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

APPROVED this the ____ day of _____, 2025.

Mayor of the City of Huntsville, Alabama

PROPOSED RESIDENCE 2-A DISTRICT





Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: 2025-458

Department: Planning

Subject:

Type of Action: Approval/Action

Resolution to set a public hearing on an Ordinance amending Zoning Ordinance Article 72 Sign Control Regulations, Section 72.2 Definitions, to modify definitions; Section 72.7.5 - Permanent Signs in the General Business C-3, Central Business C-B, Research Park 2, and Village Business C-6 Districts, Subsections 72.7.5 (1)(c), 72.7.5(1)(e)(ii), 72.7.5(1)(f)(i), and 72.7.5(1)(g)(i), to modify requirements; and Section 72.8 - General Sign Standards, subsection 72.8.9, to modify a standard. (Set July 24, 2025, Regular Council Meeting)

Resolution No.

Ordinance No.

Does this item need to be published? Yes

If yes, please list preferred date(s) of publication: Resolution: June 25 & July 2, 2025; Ordinance: July 30, 2025

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



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: TMP-5592

Department: Planning

Subject:

Type of Action: Approval/Action

Resolution to set a public hearing on an ordinance amending Zoning Ordinance Zoning Ordinance Article 72 Sign Control Regulations, Section 72.2 Definitions, to modify definitions; Section 72.7.5 - Permanent Signs in the General Business C-3, Central Business C-B, Research Park 2, and Village Business C-6 Districts, Subsections 72.7.5(1)(c), 72.7.5(1)(e)(ii), 72.7.5(1)(f)(i), and 72.7.5(1)(g)(i), to modify requirements; and Section 72.8 - General Sign Standards, subsection 72.8.9, to modify a standard. (Set July 24, 2025 Regular Council Meeting)

Resolution No.

Ordinance No.

Does this item need to be published? Yes

If yes, please list preferred date(s) of publication: Resolution: June 25 & July 2, 2025; Ordinance: July 30, 2025

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. 25-

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 72 SIGN CONTROL REGULATIONS, Section 72.2 Definitions, to modify definitions; Section 72.7.5 - Permanent Signs in the General Business C-3, Central Business C-B, Research Park 2, and Village Business C-6 Districts, Subsections 72.7.5(1)(c), 72.7.5(1)(e)(ii), 72.7.5(1)(f)(i), and 72.7.5(1)(g)(i), to modify requirements; and Section 72.8 - General Sign Standards, subsection 72.8.9, to modify a standard.
- (2) The first publication of this resolution, this synopsis, and the ordinance hereinafter set out at length shall be in the Speakin' Out News on the 25th day of June, 2025, and the second publication shall be one week thereafter on the 2nd day of July, 2025, 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 24th day of July, 2025, in the Council Chambers of the City of Huntsville Administration Building at 305 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. 25-_____, which is introduced by the City Council of the City of Huntsville on the 12th day of June, 2025, 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. 25-

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 72 - SIGN CONTROL REGULATIONS, Section 72.2 – Definitions, to modify the definition of Wall Sign to read as follows:

Wall Sign - A permanent sign attached directly to an exterior wall of a building and which does not extend more than a certain distance from the façade, as established in this article, or beyond the limits of the outside wall. The exposed face of the sign in a plane parallel to the building wall. A wall sign shall be considered an “attached sign”.

Section 2. Amend Zoning Ordinance ARTICLE 72 - SIGN CONTROL REGULATIONS, Section 72.7.5 - Permanent Signs in the General Business C-3, Central Business C-B, Research Park 2, and Village Business C-6 Districts, subsections 72.7.5(1)(c), 72.7.5(1)(e)(ii), 72.7.5(1)(f)(i), and 72.7.5(1)(g)(i), to read as follows:

72.7.5 Permanent Signs in the General Business C-3, Central Business C-B, Research Park 2, and Village Business C-6 Districts

- (1) Attached signs are permitted in the General Business C-3, Central Business C-B, Research Park 2, and Village Business C-6 Districts in accordance with the following:
 - (c) No projecting signs shall project more than four feet from the face of the building, and must have a clearance of at least 12 feet.
 - (e) For lots that contain one building unit, the following shall be allowed:
 - (ii) Buildings with a height of 5 stories and above are permitted to have an additional 100 square feet per street frontage, located at or above the top story of the building, provided the maximum sign area for any one sign shall be no more than 200 square feet.
 - (f) For lots that contain two or more building units with permitted nonresidential use buildings, the following shall be allowed:
 - (i) One attached sign is permitted with a maximum sign area of 100 square feet per street frontage, located at or above the top story of the building; buildings with a height of 5 stories and above are permitted to have an

additional 100 square feet per street frontage provided the maximum sign area for any one sign shall be no more than 200 square feet and;

- (g) For lots that contain a mixed-use building that includes both residential dwelling units and nonresidential building units, the following signs are allowed:
 - (i) One attached sign is permitted with a maximum sign area of 100 square feet per street frontage, located at or above the top story of the building; buildings with a height of 5 stories and above are permitted to have an additional 100 square feet per street frontage provided the maximum sign area for any one sign shall be no more than 200 square feet and;

Section 3. Amend Zoning Ordinance ARTICLE 72 - SIGN CONTROL REGULATIONS, Section 72.8 - General Sign Standards, subsection 72.8.9, to read as follows:

72.8.9 No roof sign or other sign extending above the roof line shall be erected or maintained which extends for a height greater than 12 feet above the roof of the building on which it is affixed.

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

ADOPTED this the ____ day of _____, 2025.

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

APPROVED this the ____ day of _____, 2025.

Mayor of the City of Huntsville, Alabama

ADOPTED this the ____ day of _____, 2025.

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

APPROVED this the ____ day of _____, 2025.

Mayor of the City of Huntsville, Alabama



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: 2025-459

Department: Legal

Subject:

Type of Action: Approval/Action

Resolution to set a public hearing on the vacation of a portion of a right-of-way in Seminole Park at Indiana Avenue; and, the introduction of a Resolution consenting to; and, the introduction of an Ordinance vacating the right-of-way pertaining thereto. (Set July 10, 2025, Regular Council Meeting)

Resolution No.
Resolution No.
Ordinance No.

Does this item need to be published? Yes

If yes, please list preferred date(s) of publication: 6/18/25, 6/25/25, 7/2/25 and 7/9/25

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: Seminole Park at Indiana Avenue

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

Additional Comments:



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: 2025-284

Department: Legal

Subject:

Type of Action: Introduction

Resolution to set a public hearing on the vacation of a portion of a right-of-way in Seminole Park at Indiana Avenue; and, the introduction of a Resolution consenting to; and, the introduction of an Ordinance vacating the right-of-way pertaining thereto. (Set July 10, 2025, Regular Council Meeting)

Resolution No.

Resolution No.

Ordinance No.

Does this item need to be published? Yes

If yes, please list preferred date(s) of publication: 6/18/25, 6/25/25, 7/2/25 and 7/9/25

Finance Information:

Account Number: TBD

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location:

Address: Seminole Park at Indiana Avenue

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

Additional Comments:

RESOLUTION NO. 25-_____

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

1. That **Huntsville Housing Authority**, is the sole landowner abutting the property hereinafter described, submitted an application for the vacation of a portion of a 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 A PORTION OF RIGHT-OF-WAY”

SEE EXHIBIT “B” - “DECLARATION OF VACATION OF RIGHT-OF-WAY”

SEE 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 305 Fountain Circle, Huntsville, Alabama 35801, at 5:30 p.m. on Thursday, July 10, 2025; 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 City Clerk is hereby ordered to have public hearing notice contained in Exhibit “C” attached hereto (“Public Notice”), immediately published in *The Speakin’ Out News* for four consecutive weeks, with said notice to run beginning on June 18, June 25, July 2, and July 9, 2025.

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 10th day of July, 2025.

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

APPROVED this the 10th day of July, 2025.

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, HUNTSVILLE HOUSING AUTHORITY, an Alabama public corporation (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 utility and drainage easement for certain utilities over, across, upon, and under that portion of such right-of-way to be vacated; and

5. WHEREAS, the undersigned wish for the entirety of the vacated property to be deeded from the City of Huntsville to Huntsville Housing Authority, an Alabama public corporation.

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,
as Depicted in Exhibit "B" attached hereto.**

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 25 day of

March, 2025.


HUNTSVILLE HOUSING AUTHORITY, an
Alabama public corporation

By: 
Antonio McGinnis, Executive Director/CEO

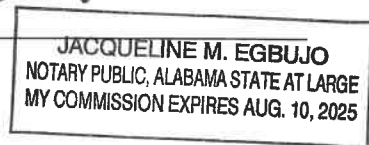
STATE OF ALABAMA
COUNTY OF MADISON

I, the undersigned Notary Public in and for said County and State, hereby certify that Antonio McGinnis, whose name as Executive Director/CEO of Huntsville Housing Authority, an Alabama public corporation, 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Huntsville Housing Authority, an Alabama public corporation, on the day the same bears date.

GIVEN under my hand and official seal this the 25th day of March, 2025.



Notary Public
My commission expires: _____



This instrument prepared by:
Katherine Amos Beasley
Lanier Ford Shaver & Payne, PC
Attorney for Grantor
2101 W. Clinton Ave, Ste. 102
Huntsville, Alabama 35805
256-535-1100

EXHIBIT "A"

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

A tract of land lying and being in Section 2, Township 4 South, Range 1 West of the Huntsville Meridian and being more particularly described as follows:

Commencing at a #4 rebar found with a cap stamped "MULLINS CA #1001" marking the northeast corner of Lot 3, Block 252 according to the 1929 Quigley Map of the City of Huntsville of record in the Office of the Tax Assessor for Madison County, Alabama, said point marking the easterly right-of-way of Brahan Avenue; thence along said right-of-way North 30 Degrees 43 Minutes 02 Seconds East a distance of 39.98 feet to a #5 rebar found marking the southerly right-of-way of Indiana Street, said point being the Point of Beginning of the herein described tract having established grid coordinates of N: 1536760.96, E: 425467.52, of the Alabama State Plane Coordinate System Zone West of NAD83;

Thence leaving said rights-of-way North 48 Degrees 24 Minutes 25 Seconds East a distance of 50.28 feet a #5 rebar with a cap stamped "GARVER LLC CA-445-LS" (typical) set marking the northerly right-of-way of Indiana Street; thence along said right-of-way South 49 Degrees 02 Minutes 25 Seconds East a distance of 254.99 feet to a #5 rebar set; thence leaving said right-of-way South 0 Degrees 00 Minutes 00 Seconds West a distance of 58.13 feet to a #5 rebar set marking the southerly right-of-way of Indiana Street; thence along said right-of-way North 50 Degrees 10 Minutes 47 Seconds West a distance of 299.67 feet to the POINT OF BEGINNING.

The above-described parcel contains 0.30 acres (13047.13 sq. ft.), more or less and is subject to any existing easements and rights-of-way whether or not recorded in the public records.

WORKSPACE: 2012
 REFUGED DATE: 2012



STATE OF ALABAMA

COUNTY OF MADISON

DECLARATION OF VACATION OF RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS: That the undersigned HUNTSVILLE HOUSING AUTHORITY, an Alabama public corporation ("Owner") desiring to vacate that certain right-of-way hereinafter described, says as follows:

1. That Owner is the owner of all the 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 City to retain an easement for utilities and drainage over the real estate described below.

NOW, THEREFORE, the undersigned, as the 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 a 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" ATTACHED HERETO, and as depicted in Exhibit "B" attached hereto.

FURTHER, the undersigned Owner does request that all procedural requirements of §§ 23-4-2 and 23-4-5, Code of Alabama 1975, as amended, be observed.

[Signature Page Follows]

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 25 day of March, 2025.

HUNTSVILLE HOUSING AUTHORITY, an
Alabama public corporation

By: 
Antonio McGinnis, Executive Director/CEO

STATE OF ALABAMA
COUNTY OF MADISON

I, the undersigned Notary Public in and for said County and State, hereby certify that Antonio McGinnis, whose name as Executive Director/CEO of the Huntsville Housing Authority, Alabama public corporation, 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Huntsville Housing Authority, an Alabama public corporation, on the day the same bears date.

GIVEN under my hand and official seal this the 25th day of March, 2025.


Notary Public
My commission expires: _____

JACQUELINE M. EGBUJO NOTARY PUBLIC, ALABAMA STATE AT LARGE MY COMMISSION EXPIRES AUG. 10, 2025
--

Exhibit "A"

(Legal Description of Right-of-Way to be Vacated - Indiana Street)

A tract of land lying and being in Section 2, Township 4 South, Range 1 West of the Huntsville Meridian and being more particularly described as follows:

Commencing at a #4 rebar found with a cap stamped "MULLINS CA #1001" marking the northeast corner of Lot 3, Block 252 according to the 1929 Quigley Map of the City of Huntsville of record in the Office of the Tax Assessor for Madison County, Alabama, said point marking the easterly right-of-way of Brahan Avenue; thence along said right-of-way North 30 Degrees 43 Minutes 02 Seconds East a distance of 39.98 feet to a #5 rebar found marking the southerly right-of-way of Indiana Street, said point being the Point of Beginning of the herein described tract having established grid coordinates of N: 1536760.96, E: 425467.52, of the Alabama State Plane Coordinate System Zone West of NAD83;

Thence leaving said rights-of-way North 48 Degrees 24 Minutes 25 Seconds East a distance of 50.28 feet a #5 rebar with a cap stamped "GARVER LLC CA-445-LS" (typical) set marking the northerly right-of-way of Indiana Street; thence along said right-of-way South 49 Degrees 02 Minutes 25 Seconds East a distance of 254.99 feet to a #5 rebar set; thence leaving said right-of-way South 0 Degrees 00 Minutes 00 Seconds West a distance of 58.13 feet to a #5 rebar set marking the southerly right-of-way of Indiana Street; thence along said right-of-way North 50 Degrees 10 Minutes 47 Seconds West a distance of 299.67 feet to the POINT OF BEGINNING.

The above-described parcel contains 0.30 acres (13047.13 sq. ft.), more or less and is subject to any existing easements and rights-of-way whether or not recorded in the public records.

(Survey Sketch of ROW to be Vacated – portion of Indiana Street)

(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 305 Fountain Circle, Huntsville, Alabama 35801, at 5:30 p.m. on Thursday, July 10, 2025.

The purpose of the hearing is to receive public comments on an application submitted by the City of Huntsville for the vacation of a portion of a Right-of-way which is in Seminole Park Add. 1929 Quigley Map Block 252, Lot 4, Indiana Avenue, which is more particularly described as follows:

Legal Description of Right-of-Way

STATE OF ALABAMA
MADISON COUNTY

A tract of land lying and being in Section 2, Township 4 South, Range 1 West of the Huntsville Meridian and being more particularly described as follows:

Commencing at a #4 rebar found with a cap stamped "MULLINS CA #1001" marking the northeast corner of Lot 3, Block 252 according to the 1929 Quigley Map of the City of Huntsville of record in the Office of the Tax Assessor for Madison County, Alabama, said point marking the easterly right-of-way of Brahan Avenue; thence along said right-of-way North 30 Degrees 43 Minutes 02 Seconds East a distance of 39.98 feet to a #5 rebar found marking the southerly right-of-way of Indiana Street, said point being the Point of Beginning of the herein described tract having established grid coordinates of N: 1536760.96, E: 425467.52, of the Alabama State Plane Coordinate System Zone West of NAD 83;

Thence leaving said rights-of-way North 48 Degrees 24 Minutes 25 Seconds East a distance of 50.28 feet a #5 rebar with a cap stamped "GARVER LLC CA-445-LS" (typical) set marking the northerly right-of-way of Indiana Street; thence along said right-of-way South 49 Degrees 02 Minutes 25 Seconds East a distance of 254.99 feet to a #5 rebar set; thence leaving said right-of-way South 0 Degrees 00 Minutes 00 Seconds West a distance of 58.13 feet a #5 rebar set marking the southerly right-of-way of Indiana Street; thence along said right-of-way North 50 Degrees 10 Minutes 47 Seconds West a distance of 299.67 feet to the POINT OF BEGINNING.

The above-described parcel contains 0.30 acres (13047.13 sq. ft.) more or less and is subject to any existing easements and rights-of-way whether or not recorded in the public records.

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 known 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, 305 Fountain Circle, 4th Floor, Huntsville, Alabama 35801 or thomas.nunez@huntsvilleal.gov.

RESOLUTION NO. 25-_____

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

1. That HUNTSVILLE HOUSING AUTHORITY, is the sole landowner abutting the property hereinafter described, made application for the vacation of that certain portion of 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 portion 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 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 Right-of-Way and that the vacation of the designated 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 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, Huntsville Housing Authority.

6. That notice of this resolution shall be published in The Speakin' Out News 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 Right-of-Way and the same is hereby vacated and annulled and all public rights therein divested of the Property.

ADOPTED this the 10th day of July, 2025.

President of the City Council
City of Huntsville, Alabama

APPROVED this the 10th day of July, 2025.

TOMMY BATTLE

Mayor of the City of Huntsville, Alabama

EXHIBIT A

Legal Description of Right-of-Way

STATE OF ALABAMA COUNTY OF MADISON

A tract of land lying and being in Section 2, Township 4 South, Range 1 West of the Huntsville Meridian and being more particularly described as follows:

Commencing at a #4 rebar found with a cap stamped "MULLINS CA #1001" marking the northeast corner of Lot 3, Block 252 according to the 1929 Quigley Map of the City of Huntsville of record in the Office of the Tax Assessor for Madison County, Alabama, said point marking the easterly right-of-way of Brahan Avenue; thence along said right-of-way North 30 Degrees 43 Minutes 02 Seconds East a distance of 39.98 feet to a #5 rebar found marking the southerly right-of-way of Indiana Street, said point being the Point of Beginning of the herein described tract having established grid coordinates of N: 1536760.96, E: 425467.52, of the Alabama State Plane Coordinate System Zone West of NAD 83;

Thence leaving said rights-of-way North 48 Degrees 24 Minutes 25 Seconds East a distance of 50.28 feet a #5 rebar with a cap stamped "GARVER LLC CA-445-LS" (typical) set marking the northerly right-of-way of Indiana Street; thence along said right-of-way South 49 Degrees 02 Minutes 25 Seconds East a distance of 254.99 feet to a #5 rebar set; thence leaving said right-of-way South 0 Degrees 00 Minutes 00 Seconds West a distance of 58.13 feet a #5 rebar set marking the southerly right-of-way of Indiana Street; thence along said right-of-way North 50 Degrees 10 Minutes 47 Seconds West a distance of 299.67 feet to the POINT OF BEGINNING.

The above-described parcel contains 0.30 acres (13047.13 sq. ft.) more or less and is subject to any existing easements and rights-of-way whether or not recorded in the public records.

ORDINANCE NO. 25-_____

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 certain right-of-way; that the applicant has represented to the City of Huntsville that **Huntsville Housing Authority**, is the owner of the property across which said right-of-way lies; that said right-of-way, or the portions 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, an Alabama municipal corporation, hereinafter referred to as Grantor, in consideration of the sum of Ten Dollars (\$10.00) in hand paid by HUNTSVILLE HOUSING AUTHORITY, an Alabama public corporation, hereinafter referred to as Grantee, and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, does hereby remise, release, quitclaim, and convey unto the Grantee, all of the Grantor's right, title, interest and claim in and to the following described real estate situated in the City of Huntsville, County of Madison, State of Alabama, to-wit:

SEE **EXHIBIT "A"** attached hereto and incorporated herein and,
as depicted in **EXHIBIT "B"** attached hereto.

SUBJECT TO AND FURTHER RESERVING UNTO GRANTOR a public utility and drainage easement over, across, upon, and under a portion of the above-described property as further described in Exhibit "A."

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, this the 10th day of July, 2025.

CITY OF HUNTSVILLE, an Alabama
municipal corporation

By: _____
Tommy Battle, Mayor

ATTEST:

By: _____
Shaundrika Edwards, City Clerk

STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Tommy Battle and Shaundrika Edwards, whose names as Mayor and City Clerk, respectively, of the City of Huntsville, an Alabama municipal corporation are signed to the foregoing 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 date.

GIVEN under my hand and official seal this the 10th day of July, 2025.

Notary Public

My commission expires: _____

THIS INSTRUMENT PREPARED BY:

Katherine Amos Beasley
Lanier Ford Shaver & Payne, PC
Attorney for Grantor
2101 W. Clinton Ave, Ste. 102
Huntsville, Alabama 35805
256-535-1100

EXHIBIT "A"

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

A tract of land lying and being in Section 2, Township 4 South, Range 1 West of the Huntsville Meridian and being more particularly described as follows:

Commencing at a #4 rebar found with a cap stamped "MULLINS CA #1001" marking the northeast corner of Lot 3, Block 252 according to the 1929 Quigley Map of the City of Huntsville of record in the Office of the Tax Assessor for Madison County, Alabama, said point marking the easterly right-of-way of Brahan Avenue; thence along said right-of-way North 30 Degrees 43 Minutes 02 Seconds East a distance of 39.98 feet to a #5 rebar found marking the southerly right-of-way of Indiana Street, said point being the Point of Beginning of the herein described tract having established grid coordinates of N: 1536760.96, E: 425467.52, of the Alabama State Plane Coordinate System Zone West of NAD83;

Thence leaving said rights-of-way North 48 Degrees 24 Minutes 25 Seconds East a distance of 50.28 feet a #5 rebar with a cap stamped "GARVER LLC CA-445-LS" (typical) set marking the northerly right-of-way of Indiana Street; thence along said right-of-way South 49 Degrees 02 Minutes 25 Seconds East a distance of 254.99 feet to a #5 rebar set; thence leaving said right-of-way South 0 Degrees 00 Minutes 00 Seconds West a distance of 58.13 feet to a #5 rebar set marking the southerly right-of-way of Indiana Street; thence along said right-of-way North 50 Degrees 10 Minutes 47 Seconds West a distance of 299.67 feet to the POINT OF BEGINNING.

The above-described parcel contains 0.30 acres (13047.13 sq. ft.), more or less and is subject to any existing easements and rights-of-way whether or not recorded in the public records.

LWCaspar 3/26/2005 1:52:44 PM
 W:\WORKSPACE\Gens 2013
 L:\3262\32622005 - MR Creek ONE - Sub-Terranean\Survey\Phase 1\RIGHT-OF-WAY\ACATEMCRON-RIGHT-OF-WAY VACATE.dwg
 REVISION DATE:



Ordinance No. 25-_____ (Cont.)

ADOPTED this the 10th day of July, 2025.

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

APPROVED this the 10th day of July, 2025.

Mayor of the City of
Huntsville, Alabama



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: 2025-460

Department: Finance Committee

Subject:

Type of Action: Approval/Action

Resolution authorizing expenditures for payment.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: \$ 42,638,264.92

Total Cost: \$ 42,638,264.92

Special Circumstances:

Grant Funded: \$ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

Total Expenditures: \$42,638,264.92



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: TMP-5595

Department: Finance Committee

Subject:

Type of Action: Approval/Action

Resolution authorizing expenditures for payment.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: \$ 42,638,264.92

Total Cost: \$ 42,638,264.92

Special Circumstances:

Grant Funded: \$ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

Total Expenditures: \$42,638,264.92

RESOLUTION NO. 25 - _____

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

\$42,638,264.92

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 12th day of June, 2025.

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

APPROVED this the 12th day of June, 2025.

Mayor of the City of
Huntsville, Alabama

Finance Committee Chairman

FROM 5/14/25 through 6/3/25

CITY COUNCIL MEETING

06/12/25

FUND ACCOUNT	FUND NAME	AMOUNT
1000	GENERAL FUND	\$ 19,197,865.75
		\$ -
1005	HEALTH & LIFE BENEFITS	\$ (1,296,609.83)
		\$ -
1010	GENERAL RESTRICTED DONATIONS	\$ 11,849.92
		\$ -
2000	PUBLIC TRANSIT	\$ 541,818.48
		\$ -
2001	PUBLIC TRANSIT STATION GRANT	\$ -
		\$ -
2100	COMMUNITY DEV BLOCK GRANT	\$ 175,629.15
		\$ -
2101	COMMUNITY DEV COVID	\$ 1,032,804.77
		\$ -
2200	COMMUNITY DEV HOUSING	\$ 59,129.41
		\$ -
2201	COMMUNITY DEV ARP	\$ -
		\$ -
2300	OTHER GRANTS	\$ -
		\$ -
2500	OTHER GRANTS	\$ -
		\$ -
2501	HUD CNI GRANT	\$ -
		\$ -
2600	OPOID SETTLEMENT	\$ -
		\$ -
3000	6.5 MILL DEBT PROPERTY TAX	\$ 1,115,981.62
		\$ -
3010	6.5 MILL SCHOOL PROPERTY TAX	\$ -
		\$ -
3020	1990 CAPITAL IMPROVEMENTS	\$ 5,824,450.10
		\$ -
3030	1990 SCHOOL SUPPORT	\$ 3,135,833.33
		\$ -
3040	LODGING & LIQUOR TAXES	\$ -
		\$ -
3050	1% LODGING TAX 2003	\$ 20,972.97
		\$ -
3060	1% LODGING TAX 2013	\$ 343,630.48
		\$ -
3080	2014 CAPITAL IMPROVEMENTS	\$ 1,560,543.34
		\$ -
3202	TIF 2	\$ -
		\$ -
3203	TIF 3A	\$ -
		\$ -
3204	TIF 4	\$ -
		\$ -
3205	TIF 5	\$ -
		\$ -
3206	TIF 6	\$ -
		\$ -
3207	TIF 7	\$ -
		\$ -
3300	4 & 5 CENT STATE GASOLINE TAX	\$ -
		\$ -
3310	7 CENT STATE GASOLINE TAX	\$ 39.89
		\$ -
3420	CIRCUIT COURT ASSET FORFEITURE	\$ 65,019.00
		\$ -
3430	STAC SEIZURE-CIR COURT	\$ 1,538.90
		\$ -
3435	STAC SEIZURE-FED COURT	\$ -

		\$	-
3500	1995 CORRECTIONS	\$	-
		\$	-
3510	COURT VICTIM RESTITUTION	\$	-
		\$	-
3520	COURT \$2 REVENUE	\$	-
		\$	-
3550	CEMETERY LAND	\$	-
		\$	-
3560	CEMETERY PERPETUAL CARE	\$	16,195.00
		\$	-
3700	CUMMINGS RESEARCH PARK	\$	21,462.00
		\$	-
3900	EMERGENCY MANAGEMENT AGENCY	\$	64,243.44
		\$	-
3910	ALABAMA CONSTITUTION VILLAGE	\$	114,978.85
		\$	-
3930	BURRITT MEMORIAL COMMITTEE	\$	113,431.05
		\$	-
3950	PBA - DEBT SERVICE	\$	-
		\$	-
4012	JHP DRAINAGE PROJECT BORROW	\$	-
		\$	-
4013	2023A PARKS & REC BORROW	\$	618,470.00
		\$	-
4014	VBC - CAPITAL PROJECTS	\$	-
		\$	-
4015	PBA - NEW CITY HALL	\$	3,163.56
		\$	-
4016	2022 VBC DEBT BORROW	\$	-
		\$	-
4017	2023 FUTURE PROJECT BORROW	\$	6,632,675.88
		\$	-
4018	2023B APOLLO BORROW	\$	-
		\$	-
4019	2023D SCHOOL BORROW	\$	-
		\$	-
4020	VBC BORROW	\$	-
		\$	-
4021	2025 FUTURE PROJECTS BORROW	\$	6,750.00
		\$	-
5000	DEBT SERVICE	\$	-
		\$	-
6000	WATER POLLUTION CONTROL	\$	1,650,796.11
		\$	-
6010	WPC CMOM RESERVE	\$	117,222.61
		\$	-
6020	WPC R&R RESERVE	\$	76,066.19
		\$	-
6030	WPC ECONOMIC DEVELOPMENT	\$	74,822.10
		\$	-
6040	WPC 2005 ECONOMIC DEVELOPMENT	\$	41,520.00
		\$	-
6050	2023C WPC SEWER BORROW	\$	2,641.95
		\$	-
6200	SANITATION	\$	1,082,088.94
		\$	-
6500	PBA - AMPHITHEATER	\$	-
		\$	-
7000	POST-RETIREMENT BENEFITS TRUST	\$	207,879.96
		\$	-
7100	EMPLOYEE FLEXIBLE BENEFIT PLAN	\$	-
		\$	-
	TOTAL	\$	42,638,264.92

Vendor Expense Report

05/14/2025 through 06/03/2025

Fund	Account/Vendor	Long Account	Inv#	Line Item Desc	Check #	Check Date	Amount
1000	A HARBIN INC.	1000-52-52700-515340-00000000-	170888	SUPPLY ITEMS FOR LANDSCAPE DIVISIONS (BLANKET)	90007204	6/3/2025	38.75
		1000-52-52700-515340-00000000-	169336	SUPPLY ITEMS FOR LANDSCAPE DIVISIONS (BLANKET)	90007204	6/3/2025	693.85
		Total Paid by Vendor					732.60
	ADOLPH KIEFER & ASSOCIATES LLC	1000-30-30600-515340-00000000-	INV001497159	EQUIPMENT FOR LIFEGUARD CLASSES & DAILY OPERATION	105166	6/3/2025	126.00
		Total Paid by Vendor					126.00
	ADORAMA INC	1000-41-41250-515340-00000000-	36440050	SWAT DRONE	104847	5/20/2025	238.00
		Total Paid by Vendor					238.00
	AHEAD, INC	1000-00-00000-140200-00000000-	INV00007353	POP: 05/19/25-05/19/28 PALO ALTO FIREWALL 3YR	104848	5/20/2025	8,727.78
		1000-00-00000-140200-00000000-	INV00007355	POP: 03/27/25-03/27/28 PALO ALTO FIREWALL 3 YR	104848	5/20/2025	3,549.70
		Total Paid by Vendor					12,277.48
	ALABAMA ASSOCIATION OF CHIEFS OF POLICE	1000-41-41100-515790-00000000-	3533	T. CLARDY AACOP SUMMER CONF REGISTRATION 8/3/25	105092	6/3/2025	200.00
		1000-41-41100-515790-00000000-	3517	K. GILES AACOP SUMMER CONF REGISTRATION 8/3/25	105092	6/3/2025	200.00
		Total Paid by Vendor					400.00
	ALABAMA CHILD SUPPORT PAYMENT CENTER	1000-00-00000-210180-00000000-	402724	Payroll Run 1 - Warrant 250511	104826	5/14/2025	23,300.23
		1000-00-00000-210180-00000000-	404466	Payroll Run 1 - Warrant 250525	105072	5/29/2025	23,070.04
		Total Paid by Vendor					46,370.27
	ALABAMA CONCRETE INC	1000-75-75300-515340-00000000-	163452	CONCRETE-JASON	90007193	6/3/2025	273.00
		Total Paid by Vendor					273.00
	ALABAMA DEPARTMENT OF REVENUE	1000-00-00000-210180-00000000-	402726	Payroll Run 1 - Warrant 250511	104827	5/14/2025	1,620.89
		1000-00-00000-210180-00000000-	404468	Payroll Run 1 - Warrant 250525	105073	5/29/2025	1,925.80
		1000-14-14100-515700-00000000-	UT TAX DUE 5/20/2025	UTILITY TAX DUE 5/20/2025	104846	5/19/2025	11,968.65
		1000-53-00000-515700-PK1065XX-	UT TAX DUE 5/20/2025	UTILITY TAX DUE 5/20/2025	104846	5/19/2025	17.46
		1000-53-53200-515700-PK1020XX-	UT TAX DUE 5/20/2025	UTILITY TAX DUE 5/20/2025	104846	5/19/2025	130.53
		1000-53-53200-515700-PK1030XX-	UT TAX DUE 5/20/2025	UTILITY TAX DUE 5/20/2025	104846	5/19/2025	1.06
		1000-53-53200-515700-PK1040XX-	UT TAX DUE 5/20/2025	UTILITY TAX DUE 5/20/2025	104846	5/19/2025	67.56
		1000-53-53200-515700-PK1051XX-	UT TAX DUE 5/20/2025	UTILITY TAX DUE 5/20/2025	104846	5/19/2025	79.57
		1000-53-53200-515700-PK1055XX-	UT TAX DUE 5/20/2025	UTILITY TAX DUE 5/20/2025	104846	5/19/2025	4.64
		1000-53-53200-515700-PK1060XX-	UT TAX DUE 5/20/2025	UTILITY TAX DUE 5/20/2025	104846	5/19/2025	77.63
		1000-53-53200-515700-PK1064XX-	UT TAX DUE 5/20/2025	UTILITY TAX DUE 5/20/2025	104846	5/19/2025	3.80
		1000-53-53200-515700-PK1066XX-	UT TAX DUE 5/20/2025	UTILITY TAX DUE 5/20/2025	104846	5/19/2025	3.59
		1000-70-70200-515700-00000000-	UT TAX DUE 5/20/2025	UTILITY TAX DUE 5/20/2025	104846	5/19/2025	3.75
		Total Paid by Vendor					15,904.93
	ALABAMA LINE LOCATION CENTER INC.	1000-75-75100-515370-00000000-	0425058	POP: 04/01/25-04/30/25 LINE LOCATION SERVICES	104850	5/20/2025	2,980.65
		Total Paid by Vendor					2,980.65
	ALAN PARKER	1000-19-00000-515190-00000000-	SETTL CL FY25-120	SETTL CLAIM FY25-120	104994	5/27/2025	349.70
		Total Paid by Vendor					349.70
	ALBERTVILLE MULCH COMPANY LLC	1000-52-52200-513010-00000000-	17816	MULCH FOR 9TH AVE - SE	90007194	6/3/2025	1,550.00
		Total Paid by Vendor					1,550.00
	ALL SHARPE INC	1000-15-15100-513030-00000000-	51227	COM TX 051225/51227	104851	5/20/2025	300.00
		1000-15-15100-513030-00000000-	51228	COM TX 051225/51228	104851	5/20/2025	300.00
		1000-15-15100-513030-00000000-	51229	COM TX 051225/51229	104851	5/20/2025	300.00
		1000-15-15100-513030-00000000-	51230	COM TX 051225/51230	104851	5/20/2025	300.00
		1000-15-15100-513030-00000000-	51231	COM TX 051225/51231	104851	5/20/2025	300.00
		1000-15-15100-513030-00000000-	51232	COM TX 051225/51232	104851	5/20/2025	120.00
		1000-15-15100-513030-00000000-	51233	COM TX 051225/51233	104851	5/20/2025	300.00
		1000-15-15100-513030-00000000-	51234	COM TX 051225/51234	104851	5/20/2025	300.00
		1000-15-15100-513030-00000000-	51235	COM TX 051225/51235	104851	5/20/2025	300.00
		1000-15-15100-513030-00000000-	51236	COM TX 051225/51236	104851	5/20/2025	300.00
		1000-15-15100-513030-00000000-	51237	COM TX 051225/51237	104851	5/20/2025	300.00
		1000-15-15100-513030-00000000-	51243	COM TX 051925/51243	104995	5/27/2025	80.00
		1000-15-15100-513030-00000000-	51244	COM TX 051925/51244	104995	5/27/2025	40.00
		1000-15-15100-513030-00000000-	51245	COM TX 051925/51245	104995	5/27/2025	300.00
		1000-15-15100-513030-00000000-	51246	COM TX 051925/51246	104995	5/27/2025	40.00
		1000-15-15100-513030-00000000-	51247	COM TX 051925/51247	104995	5/27/2025	40.00
		1000-15-15100-513030-00000000-	51250	COM TX 051925/51250	104995	5/27/2025	120.00
		1000-15-15100-513030-00000000-	51251	COM TX 051925/51251	104995	5/27/2025	300.00

	1000-15-15100-513030-00000000-	51252	COM TX 051925/51252	104995	5/27/2025	300.00
	1000-15-15100-513030-00000000-	51253	COM TX 051925/51253	104995	5/27/2025	40.00
	1000-15-15100-513030-00000000-	51254	COM TX 051925/51254	104995	5/27/2025	40.00
	1000-15-15100-513030-00000000-	51255	COM TX 051925/51255	104995	5/27/2025	40.00
	1000-15-15100-513030-00000000-	51256	COM TX 051925/51256	104995	5/27/2025	120.00
	1000-15-15100-513030-00000000-	51259	COM TX 051925/51259	104995	5/27/2025	80.00
	1000-15-15100-513030-00000000-	51263	COM TX 051925/5126	104995	5/27/2025	300.00
	1000-15-15100-513030-00000000-	51260	COM TX 051925/51260	104995	5/27/2025	40.00
	1000-15-15100-513030-00000000-	51262	COM TX 051925/51262	104995	5/27/2025	300.00
	1000-15-15100-513030-00000000-	51264	COM TX 051925/51264	104995	5/27/2025	300.00
	1000-15-15100-513030-00000000-	51265	COM TX 051925/51265	104995	5/27/2025	300.00
	1000-15-15100-513030-00000000-	51266	COM TX 053025/51266	105094	6/3/2025	300.00
	1000-15-15100-513030-00000000-	51267	COM TX 053025/51267	105094	6/3/2025	300.00
	1000-15-15100-513030-00000000-	51268	COM TX 053025/51268	105094	6/3/2025	300.00
	1000-15-15100-513030-00000000-	51269	COM TX 053025/51269	105094	6/3/2025	300.00
	1000-15-15100-513030-00000000-	51270	COM TX 053025/51270	105094	6/3/2025	300.00
	1000-15-15100-513030-00000000-	51271	COM TX 053025/51271	105094	6/3/2025	300.00
	1000-15-15100-513030-00000000-	51276	COM TX 053025/51276	105094	6/3/2025	300.00
	1000-15-15100-513030-00000000-	51277	COM TX 053025/51277	105094	6/3/2025	300.00
	1000-15-15100-513030-00000000-	51281	COM TX 053025/51281	105094	6/3/2025	120.00
	1000-15-15100-513030-00000000-	51282	COM TX 053025/51282	105094	6/3/2025	120.00
	1000-15-15100-513030-00000000-	51284	COM TX 053025/51284	105094	6/3/2025	100.00
	1000-15-15100-513030-00000000-	51285	COM TX 053025/51285	105094	6/3/2025	100.00
	1000-15-15100-513030-00000000-	51286	COM TX 053025/51286	105094	6/3/2025	100.00
	1000-15-15100-513030-00000000-	51287	COM TX 053025/51287	105094	6/3/2025	120.00
	1000-15-15100-513030-00000000-	51289	COM TX 053025/51289	105094	6/3/2025	120.00
	1000-15-15100-513030-00000000-	51290	COM TX 053025/51290	105094	6/3/2025	120.00
	1000-15-15100-513030-00000000-	51291	COM TX 053025/51291	105094	6/3/2025	120.00
	Total Paid by Vendor					9,320.00
ALLGAS INC	1000-55-55400-514010-00000000-	4509189	POP: 05/07/25 -FY25-Q3-MAINT BLANKET PROPANE	104852	5/20/2025	80.97
	1000-55-55400-514010-00000000-	4508212	POP: 05/06/25 -FY25-Q3-MAINT BLANKET PROPANE	104852	5/20/2025	72.33
	1000-75-75200-515340-00000000-	4507275	POP: 05/05/25 -PROPANE ***BLANKET PO***	104852	5/20/2025	156.54
	1000-55-55400-514010-00000000-	4528502	POP: 05/27/25-FY25-Q3-MAINT BLANKET PROPANE	105095	6/3/2025	79.35
	Total Paid by Vendor					389.19
ALLIANCE SAND INCORPORATED - HUNTSVILLE PORT	1000-51-00000-513010-00000000-	31814	GRAVEL/SAND MIXTURE (BLANKET)	104853	5/20/2025	996.25
	Total Paid by Vendor					996.25
ALLSTATE BENEFITS	1000-00-00000-210290-00000000-	M0116446120 5/11/25	PPE 5/11/25 ALLSTATE CANCER/OFF-THE-JOB ACCIDENT	104854	5/20/2025	11,737.54
	1000-00-00000-210300-00000000-	M0116446120 5/11/25	PPE 5/11/25 ALLSTATE CANCER/OFF-THE-JOB ACCIDENT	104854	5/20/2025	8,924.64
	1000-00-00000-210290-00000000-	M0116446148 5/25/25	PPE 5/25/25 ALLSTATE CANCER/OFF-THE-JOB ACCIDENT	105096	6/3/2025	11,747.42
	1000-00-00000-210300-00000000-	M0116446148 5/25/25	PPE 5/25/25 ALLSTATE CANCER/OFF-THE-JOB ACCIDENT	105096	6/3/2025	8,927.64
	Total Paid by Vendor					41,337.24
ALTA PLANNING & DESIGN INC	1000-74-74100-515370-PN200003-00003	304.0002023.249-16	POP: 03/29/25 - 04/25/25 -MPO BICYCLE PLAN	104996	5/27/2025	18,514.36
	Total Paid by Vendor					18,514.36
ALTEC INC	1000-75-75300-515340-00000000-	30443705	POP: 04/28/25-05/25/25-BUCKET TRUCK RENTAL	105098	6/3/2025	3,250.00
	1000-75-75300-515340-00000000-	30403730	POP: 03/31/25 -04/27/25-BUCKET TRUCK RENTAL	105098	6/3/2025	4,450.00
	1000-75-75300-515340-00000000-	30491802	POP: 05/26/25 - 06/22/25 -BUCKET TRUCK RENTAL	105098	6/3/2025	3,250.00
	Total Paid by Vendor					10,950.00
AMAZON CAPITAL SERVICES INC	1000-74-74200-515340-00000000-	1TRT-KCHW-TFCH	305 FOUNTAIN CIR/E FERNOW/2564275192	90007058	5/20/2025	129.97
	1000-41-41100-515340-00000000-	1J4Q-91TC-X3RX	K. GILES/704 FIBE ST/256-427-7130	90007058	5/20/2025	50.33
	1000-42-42100-515340-00000000-	1FF4-39YT-C4TP	KITCHENWARE JULIE A 2219 HALL AVE 2567053075	90007058	5/20/2025	136.94
	1000-42-42200-515130-00000000-	1FF4-39YT-C4TP	KITCHENWARE JULIE A 2219 HALL AVE 2567053075	90007058	5/20/2025	29.97
	1000-41-41110-515340-00000000-	11YD-NKIY-CJ6T	B. WARNER/704 FIBER ST/256-427-7174	90007058	5/20/2025	149.00
	1000-41-41305-515340-00000000-	1WLD-QRVM-FR1T	BECATTI/5365 TRIANA BLVD/256-746-4409	90007058	5/20/2025	384.26
	1000-42-42200-515130-00000000-	1JT4-G3YG-631H	SUPPLIES JULIE A 2219 HALL AVE 2567053075	90007058	5/20/2025	57.90
	1000-42-42100-515340-00000000-	1TQD-KDRX-4D6Y	BACKDROP PHOTO JULIE A 2219 HALL AVE 2567053075	90007058	5/20/2025	17.99
	1000-52-52900-515520-00000000-	11YD-NKIY-4HVQ	E NORTON 3242 LEE MAN FERRY RD 256-427-5405	90007058	5/20/2025	43.69
	1000-41-41303-515340-00000000-	19Q7-Q47H-4CCY	704 FIBER ST. NW/ J.TOWRY/ 256-427-7174	90007058	5/20/2025	81.29
	1000-12-12100-515340-00000000-	1GV6-KXWG-LYXQ	OFFICE SUPPLIES FOR CITY CLERK - CLEAR CC LABELS	90007058	5/20/2025	19.78
	1000-12-12100-515340-00000000-	1XTX-HPXM-NKJW	OFFICE SUPPLIES FOR CITY CLERK OFFICE	90007058	5/20/2025	11.99
	1000-14-14300-513010-00000000-	1CY6-PPJD-J1WH	615 WASHINGTON STREET 35801 256-427-5660 T. IRIAS	90007058	5/20/2025	46.11
	1000-17-17400-520200-00000000-	1PHG-C4TX-HM7C	305 FOUNTAIN CR/DTHOMAS/2564276703 -SCREEN EXTEND	90007058	5/20/2025	219.98

1000-16-16300-515340-00000000-	1RCH-Q43N-L7HY	305 FOUNTAIN CIR/HR/K ROBINSON/2564275241	90007058	5/20/2025	150.19
1000-11-00000-515340-00000000-	1T36-PJH-J46M	SAM SCANNELL 305 FOUNTAIN CIR 2564275011	90007058	5/20/2025	24.42
1000-12-12100-515340-00000000-	11FW-LICC-JX9F	305 FOUNTAIN CIRCLE- WHITNEY COX- 256-427-5085	90007058	5/20/2025	93.46
1000-53-53200-515340-00000000-	1J9P-HN97-T1TJ	BRITTNI RIVES 500B CHURCH ST 2ND FLR 2564276827	90007058	5/20/2025	464.49
1000-41-41250-515340-00000000-	1DJ3-XXPP-MQJ4	J. BARCLAY/704 FIBER ST/256-427-7034	90007058	5/20/2025	200.69
1000-17-17400-515340-00000000-	1JQL-DGDM-J7CV	305 FOUNTAIN CR/DTHOMAS/2564276703 - LAPTOP CHARG	90007058	5/20/2025	95.88
1000-52-52900-515520-00000000-	1QCT-RPFM-CWXD	E NORTON 3242 LEEMAN FERRY RD 256-427-5405	90007058	5/20/2025	151.91
1000-17-17100-515340-00000000-	1KYM-TWCX-GV3G	LENA ARD / 305 FOUNTAIN CIRCLE SW /(256) 427-5097	90007058	5/20/2025	13.28
1000-73-73100-515340-00000000-	1W6T-NRXR-GWRC	305 FOUNTAIN CIRCLE/JAN GILL/427-5750	90007058	5/20/2025	62.31
1000-74-74100-515340-00000000-	1YWD-YXLJ-H1KN	FMARTIN 305 FOUNTAIN CIR, 4TH FLR, 256-427-5411	90007142	5/27/2025	143.96
1000-30-30200-515520-00000000-	11R7-7VHX-LX71	2411 9TH AVE. SW, KEVIN R. 256-564-8026	90007142	5/27/2025	113.49
1000-30-30200-515520-00000000-	1CWH-JFJL-FVL9	CREDIT MEMO FOR INVOICE 11R7-7VHX-LX71	90007142	5/27/2025	-7.99
1000-41-41101-515340-00000000-	1C39-7YWR-114J	J. CLARKE/704 FIBER ST/256-427-7174	90007142	5/27/2025	19.69
1000-10-10300-515340-00000000-	1PLV-6KG7-9G4R	S KING 305 FOUNTAIN CIRCLE 256-427-5004	90007142	5/27/2025	37.62
1000-10-10300-515340-00000000-	1M6C-6YL4-GT1Y	S KING 305 FOUNTAIN CIRCLE 256-427-5004	90007142	5/27/2025	26.74
1000-19-00000-515340-00000000-	1M6C-6YL4-GT1Y	S KING 305 FOUNTAIN CIRCLE 256-427-5004	90007142	5/27/2025	67.47
1000-10-00000-515340-00000000-	1M6C-6YL4-GT1Y	S KING 305 FOUNTAIN CIRCLE 256-427-5004	90007142	5/27/2025	11.78
1000-12-12100-515340-00000000-	1D7R-D9YN-PCJQ	305 FOUNTAIN CIRCLE-WHITNEY COX 256-427-5085	90007195	6/3/2025	69.00
1000-42-42100-515340-00000000-	1DJT-9KPV-H9XY	SUPPLIES JULIE A 2219 HALL AVE 2567053075	90007195	6/3/2025	32.98
1000-50-00000-515340-00000000-	1G7J-LXYQ-FMX1	GINGER LOWE, 4950 TRIANA BLVD, 256-883-3630	90007195	6/3/2025	106.29
1000-14-14300-515610-00000000-	1KX7-P7G7-GV74	615 WASHINGTON STREET 35801 256-427-5660 T.IRIAS	90007195	6/3/2025	574.99
1000-14-14300-515610-00000000-	1MLD-7N7J-JXKG	615 WASHINGTON STREET 35801 256-427-5660 T. IRIAS	90007195	6/3/2025	574.99
1000-14-14300-513010-00000000-	1MT6-6GT1-GKJC	615 WASHINGTON STREET 35801 256-427-5660 T.IRIAS	90007195	6/3/2025	58.50
1000-14-14300-515610-00000000-	1TVJ-4Q9L-7PVK	CREDIT MEMO FOR INVOICE 1MLD-7N7J-JXKG	90007195	6/3/2025	-574.99
1000-16-16100-515520-00000000-	1NPX-T7JM-P79V	305 FOUNTAIN CIR/HR/K ROBINSON/2564275241	90007195	6/3/2025	37.32
1000-12-12500-515340-00000000-	1PXL-T7XN-PMYQ	OFFICE AND PRINT SUPPLIES	90007195	6/3/2025	19.99
1000-50-00000-515340-00000000-	19LP-HFJ7-DDF9	GINGER LOWE, 4950 TRIANA BLVD, 256-883-3630	90007195	6/3/2025	43.99
1000-42-42200-515130-00000000-	1VQ7-17G4-DXQM	CREDIT MEMO FOR INVOICE 1JT4-G3YG-631H	90007195	6/3/2025	-57.90
1000-17-17100-515340-00000000-	196J-JN6P-YH37	LENA ARD / 305 FOUNTAIN CIRCLE SW /(256) 427-5097	90007195	6/3/2025	111.93
1000-14-14310-515340-00000000-	1CKR-VVDJ-3FY7	615 WASHINGTON STREET 35801 256-427-5660 T. IRIAS	90007195	6/3/2025	21.85
1000-55-55100-515340-00000000-	1KMC-JQR7-9N1P	Y.COLLIER/4209 E. SCHRIMSHER LN/256-650-4344	90007195	6/3/2025	140.73
1000-55-55100-515600-00000000-	1JTY-V1NJ-794T	Y.COLLIER/4209 E. SCHRIMSHER LN/256-650-4344	90007195	6/3/2025	416.17
1000-10-00000-515340-00000000-	19R3-7DPQ-L3KD	S KING 305 FOUNTAIN CIR 427-5004	90007195	6/3/2025	61.97
1000-10-00000-515340-00000000-	1N9J-719K-11L6	CREDIT MEMO FOR INVOICE 19R3-7DPQ-L3KD	90007195	6/3/2025	-15.98
1000-74-74200-515340-00000000-	1DR4-H17N-MGKP	350 FOUNTAIN CIR/E FERNOW/2564275192	90007195	6/3/2025	12.02
1000-74-74200-515340-00000000-	191F-QLG3-3DDQ	CREDIT MEMO FOR INVOICE 1DR4-H17N-MGKP	90007195	6/3/2025	-12.02
1000-50-00000-515340-00000000-	17JH-G4X4-3HM1	GINGER LOWE, 4950 TRIANA BLVD, 256-883-3630	90007195	6/3/2025	99.95
1000-16-16100-515340-00000000-	1PDG-FNXC-3G77	305 FOUNTAIN CIR/HR/K ROBINSON/2564275241	90007195	6/3/2025	79.60
1000-42-42100-515340-00000000-	1QW6-JH9X-GM1G	SUPPLIES JULIE A 2219 HALL AVE 2567053075	90007195	6/3/2025	260.00
1000-52-52200-513010-00000000-	197H-FKFN-XRCJ	E NORTON 3242 LEEMAN FERRY RD 256-427-5405	90007195	6/3/2025	484.99
1000-52-52200-515340-00000000-	1JQW-HVHG-CDGT	E NORTON 3242 LEEMAN FERRY RD 256-427-5405	90007195	6/3/2025	55.00
1000-52-52100-515340-00000000-	13WF-37YT-71JM	E NORTON 3242 LEEMAN FERRY RD 256-427-5405	90007195	6/3/2025	24.98
1000-52-52300-515340-00000000-	13WF-37YT-71JM	E NORTON 3242 LEEMAN FERRY RD 256-427-5405	90007195	6/3/2025	68.69
1000-74-74200-515340-00000000-	1PKK-1VRN-9NJV	305 FOUNTAIN CIR/E FERNOW/2564275192	90007195	6/3/2025	511.94
Total Paid by Vendor					6,255.57
1000-43-00000-515370-00000000-	AMCCMA-2025	AMCCMA RENEWAL MEMBERSHIP (FY 25) BLANKET	104855	5/20/2025	2,000.00
Total Paid by Vendor					2,000.00
1000-30-30100-515790-00000000-	22826081	POP: 05/15/25- AMERICAN RED CROSS TRNG FOR DEPT	105193	6/3/2025	141.00
Total Paid by Vendor					141.00
1000-75-75200-515340-00000000-	0010832430	POP: 04/30/25 WELDING GAS TANK RENTAL	104856	5/20/2025	11.90
Total Paid by Vendor					11.90
1000-14-14300-513010-00000000-	76454	2025 BLNKT POOL REPAIRS & MISC.	90007059	5/20/2025	549.99
1000-14-14300-513010-00000000-	77200	2025 BLNKT POOL REPAIRS & MISC.	90007196	6/3/2025	21.98
1000-14-14300-513010-00000000-	77192	2025 BLNKT POOL REPAIRS & MISC.	90007196	6/3/2025	156.76
1000-14-14300-513010-00000000-	77173	2025 BLNKT POOL REPAIRS & MISC.	90007196	6/3/2025	121.96
1000-14-14300-513010-00000000-	77148	2025 BLNKT POOL REPAIRS & MISC.	90007196	6/3/2025	94.97
1000-14-14300-513010-00000000-	76803	2025 BLNKT POOL REPAIRS & MISC.	90007196	6/3/2025	549.99
1000-14-14300-513010-00000000-	77149	2025 BLNKT POOL REPAIRS & MISC.	90007196	6/3/2025	94.97
Total Paid by Vendor					1,590.62
1000-50-00000-515163-00000000-	735573	POP:04/03/25-05/06/25RABIES VACCINE VOUCHERS/LISP	104857	5/20/2025	266.00
1000-50-00000-515163-00000000-	735149	POP: 04/29/25 - RABIES VACCINE VOUCHERS/LISP	104857	5/20/2025	87.00

	Total Paid by Vendor					353.00
ANSWERTEL OF ATHENS, INC.	1000-14-14300-515370-00000000-	110405302025	POP: 05/01/25-05/28/25- AFT HOURS ANSWERING SVC	105099	6/3/2025	250.95
	Total Paid by Vendor					250.95
APHIX LLC	1000-52-52100-515370-00000000-	157366	POP: 04/24/25 -IRRIGATION REPAIRS - LM AREAS	105100	6/3/2025	1,890.00
	Total Paid by Vendor					1,890.00
APOLLO ANIMAL HOSPITAL PC	1000-50-00000-515163-00000000-	289010	POP:03/05/25-03/31/25-LOW INCOME SPAY/NEUTER/RABIE	104858	5/20/2025	870.00
	1000-50-00000-515163-00000000-	289297	POP:04/03/25-04/24/25-LOW INCOME SPAY/NEUTER/RABIE	104858	5/20/2025	770.00
	Total Paid by Vendor					1,640.00
APOLLO FOUNDATION	1000-74-74400-515020-00000000-	EI-053025	POP: 05/30/25 EAST IRIS LIVE NIGHT EXPORT PROGRAMS	90007198	6/3/2025	5,000.00
	Total Paid by Vendor					5,000.00
ASPLUNDH TREE EXPERT LLC	1000-52-52200-515370-00000000-	64196625	POP: 04/20/25-04/26/25-TREE TRIMMING SVC - 3RD QTR	105101	6/3/2025	5,362.40
	1000-52-52200-515370-00000000-	64196725	POP: 04/20/25-04/26/25-TREE TRIMMING SVC - 3RD QTR	105101	6/3/2025	6,474.20
	1000-52-52200-515370-00000000-	63P79725	POP: 04/13/25-04/19/25-TREE TRIMMING SVC - 3RD QTR	105101	6/3/2025	6,015.20
	1000-52-52200-515370-00000000-	63P79625	POP: 04/13/25-04/19/25-TREE TRIMMING SVC - 3RD QTR	105101	6/3/2025	5,294.00
	1000-52-52200-515370-00000000-	62W63825	POP: 04/06/25-04/12/25-TREE TRIMMING SVC - 3RD QTR	105101	6/3/2025	6,113.60
	1000-52-52200-515370-00000000-	63P79525	POP: 04/13/25-04/19/25-TREE TRIMMING SVC - 3RD QTR	105101	6/3/2025	5,411.60
	1000-52-52200-515370-00000000-	62U86925	POP: 04/06/25-04/12/25-TREE TRIMMING SVC - 3RD QTR	105101	6/3/2025	3,056.80
	1000-52-52200-515370-00000000-	62U86825	POP: 04/06/25-04/12/25-TREE TRIMMING SVC - 3RD QTR	105101	6/3/2025	5,870.60
	1000-52-52200-515370-00000000-	62G18625	POP: 03/31/25-04/05/25-TREE TRIMMING SVC - 3RD QTR	105101	6/3/2025	6,474.20
	1000-52-52200-515370-00000000-	62G18525	POP: 03/31/25-04/05/25-TREE TRIMMING SVC - 3RD QTR	105101	6/3/2025	5,017.04
	1000-52-52200-515370-00000000-	64196825	POP: 04/20/25-04/26/25-TREE TRIMMING SVC - 3RD QTR	105101	6/3/2025	5,294.00
	Total Paid by Vendor					60,383.64
ASSETWORKS LLC	1000-17-17100-515250-00000000-	SIN015073	POP:04/01/25-04/30/25- ASSETWORKS AVL FOR GS/FLEET	104860	5/20/2025	14,105.00
	Total Paid by Vendor					14,105.00
ATHENS UTILITIES	1000-14-14100-515700-00000000-	106-26855-01-0525	POP: 04/22/25-05/21/25- FIRE STATION 18 UTILITIES	90007199	6/3/2025	2,298.24
	Total Paid by Vendor					2,298.24
ATLANTA DRONE GROUP, INC.	1000-41-41110-515370-00000000-	8527	POP: 05/01/25 -05/31/25-DRONE CONTRACT SVC	90007143	5/27/2025	16,666.67
	Total Paid by Vendor					16,666.67
ATLANTECH RESELLERS INC	1000-17-17400-515340-00000000-	624641	IP PHONE HANDSET CORD - IT	90007205	6/3/2025	84.00
	Total Paid by Vendor					84.00
AXON ENTERPRISE INC	1000-43-00000-515340-00000000-	INUS346912	TASER FOR MUNICIPAL COURT	105104	6/3/2025	3,563.62
	1000-41-41100-515340-00000000-	INUS348800	BWC DISCONNECT CABLES- SOLE SOURCE	105104	6/3/2025	15,600.00
	Total Paid by Vendor					19,163.62
A-Z OFFICE RESOURCE INC	1000-71-71100-515340-00000000-	5875581-0	305 FOUNTAIN CIR /TERESA MILLS/256-427-5304	90007055	5/20/2025	41.36
	1000-41-41110-515340-00000000-	5871695-1	704 FIBER ST. NW/ J.TOWRY/ 256-427-7174	90007055	5/20/2025	14.97
	1000-41-41101-515340-00000000-	5872034-1	820 MEMORIAL PARKWAY NW: J. TEMPLETON 427-7012	90007055	5/20/2025	23.40
	1000-41-41110-515340-00000000-	5871695-2	704 FIBER ST. NW/ J.TOWRY/ 256-427-7174	90007055	5/20/2025	46.80
	1000-41-41100-515340-00000000-	5873679-0	704 FIBER STREET NW-Z. GOSHERT 256-427-7034	90007055	5/20/2025	341.61
	1000-41-41100-515340-00000000-	5873679-1	704 FIBER STREET NW-Z. GOSHERT 256-427-7034	90007055	5/20/2025	997.92
	1000-41-41203-515340-00000000-	5873323-0	2110 CLINTON AVE W: B. YARBOROUGH 256-427-5471	90007055	5/20/2025	103.53
	1000-71-71100-515340-00000000-	5873838-0	305 FOUNTAIN CIR /TERESA MILLS/256-427-5304	90007055	5/20/2025	61.60
	1000-41-41204-515340-00000000-	5872871-0	2820 HOLMES AV. NW/ TRACEY DUNCAN/ 256-427-7279	90007055	5/20/2025	447.56
	1000-41-41110-515340-00000000-	5878871-0	704 FIBER ST. NW/ J.TOWRY/ 256-427-7174	90007055	5/20/2025	28.71
	1000-41-41202-515340-00000000-	5878133-0	7900 BAILEY COVE RD SE: D. RENFROE 256-213-4503	90007055	5/20/2025	246.71
	1000-41-41204-515340-00000000-	5877160-0	2820 HOLMES AVENUE NW-T. DUNCAN 256-427-5456	90007141	5/27/2025	36.94
	1000-41-41204-515340-00000000-	5877160-1	2820 HOLMES AVENUE NW-T. DUNCAN 256-427-5456	90007192	6/3/2025	28.41
	1000-41-41100-515340-00000000-	5880060-0	704 FIBER STREET NW-Z. GOSHERT 256-427-7034	90007192	6/3/2025	88.94
	1000-41-41304-515340-00000000-	5880060-0	704 FIBER STREET NW-Z. GOSHERT 256-427-7034	90007192	6/3/2025	14.50
	1000-41-41100-515340-00000000-	5880091-0	704 FIBER ST. NW/ J.TOWRY/ 256-427-7174	90007192	6/3/2025	43.96
	1000-41-41110-515340-00000000-	5880091-0	704 FIBER ST. NW/ J.TOWRY/ 256-427-7174	90007192	6/3/2025	3.25
	1000-00-00000-140110-00000000-	5880284-0	OFFICE SUPPLIES	90007192	6/3/2025	94.26
	1000-41-41305-515340-00000000-	5880696-0	5365 TRIANA BLVD/ C. DARDEN/ 256-746-4400	90007192	6/3/2025	301.08
	1000-41-41204-515340-00000000-	5874601-0	2820 HOLMES AVENUE NW-T. DUNCAN 256-427-5456	90007192	6/3/2025	36.54
	1000-74-74100-515340-00000000-	5874825-0	FMARTIN 305 FOUNTAIN CIR 4TH FLR 256-427-5411	90007192	6/3/2025	125.94
	1000-41-41110-515340-00000000-	5878871-1	704 FIBER ST. NW/ J.TOWRY/ 256-427-7174	90007192	6/3/2025	47.64
	1000-41-41110-515340-00000000-	5880091-1	704 FIBER ST. NW/ J.TOWRY/ 256-427-7174	90007192	6/3/2025	13.00
	1000-74-74200-515340-00000000-	5880236-0	305 FOUNTAIN CIR/E FERNOW/2564275192	90007192	6/3/2025	190.00
	Total Paid by Vendor					3,378.63
BAGBY ELEVATOR COMPANY INC	1000-53-53200-513010-PK1040XX-	SCHED000000333812	POP: 05/01/25 - MONTHLY SRVS FOR GARAGES "B,M & O"	104861	5/20/2025	520.00
	1000-53-53200-513010-PK1030XX-	SRVCE000000088439	POP:04/24/25- MAINTENANCE/SERVICE CALLS - GARAGE B	104861	5/20/2025	124.00
	Total Paid by Vendor					644.00

BAILEY COVE LLC	1000-14-14300-515460-00000000-	062025-CAM	POP:01/01/24-12/31/24-CAM TAXES & INS BAILEY COVE	104999	5/27/2025	9,746.85
	1000-14-14300-515460-00000000-	062025	POP: 06/01/25 -06/30/25- LEASE SO. PRECINCT	104999	5/27/2025	14,955.21
	Total Paid by Vendor					24,702.06
BELLSOUTH TELECOMMUNICATIONS LLC	1000-17-17100-515070-00000000-	256 535-6412-0525	POP: 05/19/25-06/18/25-ATT MAIN CENTREX FOR COH	105103	6/3/2025	4,332.05
	Total Paid by Vendor					4,332.05
	1000-53-53200-513010-00000000-	94809	BLANKET PO- KEYS & LOCKS FOR PARKING FACILITIES	104863	5/20/2025	46.00
BLAIR AND SONS INC	Total Paid by Vendor					46.00
	1000-43-00000-515370-00000000-	05/19/25-1ST SESSION	POP: 05/19/25 - DDC INSTRUCTOR BONNIE MACIORSKI	104864	5/20/2025	100.00
	1000-43-00000-515370-00000000-	5/21/25-2ND SESSION	POP 5/21/25 INSTRUCTOR BONNIE MACIORSKI	105001	5/27/2025	100.00
BONNIE J MACIORSKI	1000-43-00000-515370-00000000-	05/22/25-1ST SESSION	POP: 05/22/25 - DDC INSTR BONNIE MACIORSKI	105108	6/3/2025	100.00
	1000-43-00000-515370-00000000-	05/29/25-1ST SESSION	POP: 05/29/25 - DDC INSTRUCTOR BONNIE MACIORSKI	105108	6/3/2025	100.00
	Total Paid by Vendor					400.00
BOWMANS ENTERPRISES INC	1000-30-30100-515340-00000000-	5761	KENT BALLARD NAME PLATE	104865	5/20/2025	17.00
	Total Paid by Vendor					17.00
	1000-15-15100-513030-00000000-	00029832	COM TX 053025/00029832	90007203	6/3/2025	1,344.15
BRINDLEE MOUNTAIN FIRE APPARATUS LLC	Total Paid by Vendor					1,344.15
	1000-14-14300-513010-00000000-	21673	2025 BLANKT KEYS & MISC.	104866	5/20/2025	20.00
	1000-14-14300-513010-00000000-	21661	2025 BLANKT KEYS & MISC.	104866	5/20/2025	10.00
BROOKS LOCK & KEY	1000-14-14300-513010-00000000-	21752	2025 BLANKT KEYS & MISC.	105109	6/3/2025	155.00
	1000-14-14300-513010-00000000-	21742	2025 BLANKT KEYS & MISC.	105109	6/3/2025	165.00
	Total Paid by Vendor					350.00
BSN SPORTS LLC	1000-30-30200-515340-00000000-	929574860	EQUIPMENT FOR FITNESS AND PERSONAL TRAINING-JLC	104867	5/20/2025	147.59
	Total Paid by Vendor					147.59
	1000-14-14300-513010-00000000-	71244389	2025 BLNKT KEYS FOR COH & MISC.	104868	5/20/2025	597.15
BUILDING SPECIALTIES CO INC	1000-14-14300-513010-00000000-	71244391	2025 BLNKT KEYS FOR COH & MISC.	104868	5/20/2025	781.53
	1000-14-14300-513010-00000000-	71244797	2025 BLNKT KEYS FOR COH & MISC.	105112	6/3/2025	85.00
	Total Paid by Vendor					1,463.68
BUTLER ANIMAL HEALTH HOLDING COMPANY LLC	1000-50-00000-515161-00000000-	DL38315	ANIMAL MEDICAL DRUGS (NOT ON BID) - BLANKET	104883	5/20/2025	1,186.65
	1000-50-00000-515161-00000000-	DN17651	ANIMAL MEDICAL DRUGS (NOT ON BID) - BLANKET	104883	5/20/2025	538.44
	1000-50-00000-515161-00000000-	DN29306	ANIMAL MEDICAL DRUGS (NOT ON BID) - BLANKET	104883	5/20/2025	108.48
	1000-50-00000-515161-00000000-	DN43588	ANIMAL MEDICAL DRUGS (NOT ON BID) - BLANKET	104883	5/20/2025	64.44
	1000-50-00000-515161-00000000-	DL66286	CREDIT MEMO FOR CUS # 160210-000	104883	5/20/2025	-102.26
	1000-50-00000-515161-00000000-	DL67595	CREDIT MEMO FOR CUS # 160210-000	104883	5/20/2025	-52.30
	1000-50-00000-515161-00000000-	DN28376	ANIMAL MEDICAL DRUGS ON CONTRACT	104883	5/20/2025	1,802.80
	1000-50-00000-515161-00000000-	DN89316	ANIMAL MEDICAL DRUGS (NOT ON BID) - BLANKET	104883	5/20/2025	232.93
	1000-50-00000-515161-00000000-	DP28388	ANIMAL MEDICAL DRUGS (NOT ON BID) - BLANKET	104883	5/20/2025	108.42
	1000-50-00000-515161-00000000-	DP28390	ANIMAL MEDICAL DRUGS (NOT ON BID) - BLANKET	104883	5/20/2025	903.98
	1000-50-00000-515161-00000000-	DP25889	ANIMAL MEDICAL DRUGS (NOT ON BID) - BLANKET	105120	6/3/2025	97.20
	1000-50-00000-515161-00000000-	DP28530	ANIMAL MEDICAL DRUGS (NOT ON BID) - BLANKET	105120	6/3/2025	75.21
	1000-50-00000-515161-00000000-	DP42984	ANIMAL MEDICAL DRUGS (NOT ON BID) - BLANKET	105120	6/3/2025	538.44
	1000-50-00000-515161-00000000-	DP43673	ANIMAL MEDICAL DRUGS (NOT ON BID) - BLANKET	105120	6/3/2025	650.04
	Total Paid by Vendor					6,152.47
CALHOUN COMMUNITY COLLEGE	1000-42-42100-515340-00000000-	51325	MEDICAL CPR CARDS	104869	5/20/2025	165.00
	Total Paid by Vendor					165.00
	1000-14-14300-513010-00000000-	600045173	AED SUPPLIES	105113	6/3/2025	2,688.00
CARDIO PARTNERS, INC	Total Paid by Vendor					2,688.00
	1000-17-17400-515340-00000000-	AE1Y94I	305 FOUNTAIN CR/DTHOMAS/2564276703 - HEADSET	104870	5/20/2025	195.70
	1000-17-17400-515340-00000000-	AE2LS7V	KEYBOARD AND MOUSE FOR IT-STOCK	105002	5/27/2025	516.90
CENTURYLINK COMMUNICATIONS, LLC	Total Paid by Vendor					712.60
	1000-17-17100-515070-00000000-	736632132	POP: 04/16/25-05/15/25- SIP BILLING FOR COH	90007146	5/27/2025	3,641.14
	1000-17-17100-515070-00000000-	4892213630525	POP:05/21/25-06/20/25-CENTURYLINK POTS LINE SVC	90007207	6/3/2025	48.15
CHARLES ROBERT CLARK	Total Paid by Vendor					3,689.29
	1000-10-10200-515370-00000000-	347	POP 5/1/25-5/31/25 ORDER FOR ROB CLARK	105114	6/3/2025	2,500.00
	Total Paid by Vendor					2,500.00
CHECKR INC	1000-16-16100-515370-00000000-	1865189	POP: 05/01/25-05/31/25-FOR CREDIT REPORT SCREENING	90007208	6/3/2025	263.54
	Total Paid by Vendor					263.54
	1000-30-30200-515310-00000000-	4224911276	BLANKET-JANITORIAL SERVICES FOR BRAHAN SPRING RC	104872	5/20/2025	8.42
CINTAS	1000-52-52100-515340-00000000-	9319191509	FIRST AID & EYEWASH STATIONS - LM (BLANKET)	104871	5/20/2025	99.00
	1000-52-52100-515340-00000000-	9319193958	FIRST AID & EYEWASH STATIONS - LM (BLANKET)	104871	5/20/2025	99.00
	1000-52-52100-515340-00000000-	9319189081	FIRST AID & EYEWASH STATIONS - LM (BLANKET)	104871	5/20/2025	198.00
	1000-15-15100-515340-00000000-	4230208908	2739 JOHNSON ROAD (BLANKET)	104872	5/20/2025	251.27
	Total Paid by Vendor					456.69

	1000-15-15100-515340-00000000-	4227987218	2739 JOHNSON ROAD (BLANKET)	104872	5/20/2025	251.27
	1000-15-15100-515340-00000000-	4230056477	3242 LEEMAN FERRY RD SW (BLANKET)	104872	5/20/2025	32.42
	1000-15-15100-515340-00000000-	4230798697	3242 LEEMAN FERRY RD SW (BLANKET)	104872	5/20/2025	32.42
	1000-15-15100-515340-00000000-	4230941393	2739 JOHNSON ROAD (BLANKET)	104872	5/20/2025	251.27
	1000-75-75100-515340-00000000-	5270924604	CINTAS MAINTENANCE SERVICE ***BLANKET PO***	105115	6/3/2025	7.15
	1000-52-52100-515340-00000000-	5271671216	FIRST AID & EYEWASH STATIONS - LM (BLANKET)	105115	6/3/2025	49.19
	1000-15-15100-515340-00000000-	4231523841	3242 LEEMAN FERRY RD SW (BLANKET)	105116	6/3/2025	32.42
	1000-15-15100-515340-00000000-	4231716650	2739 JOHNSON ROAD (BLANKET)	105116	6/3/2025	251.27
	1000-15-15100-515340-00000000-	4232214856	3242 LEEMAN FERRY RD SW (BLANKET)	105116	6/3/2025	32.42
	Total Paid by Vendor					1,595.52
CITY LUMBER COMPANY OF HUNTSVILLE, INC.	1000-52-52400-515340-00000000-	2023071	LUMBER NON-BID ITEMS (BLANKET)	90007147	5/27/2025	201.80
	Total Paid by Vendor					201.80
CIVICSMART PARKING TECHNOLOGIES, INC.	1000-17-17100-515250-00000000-	DPT049830	POP: 06/01/25-06/30/25- S SOURCE LPR SW SVC/SUPP	90007210	6/3/2025	312.00
	1000-17-17100-515250-00000000-	DPT049829	POP: 06/01/25-06/30/25- S SOURCE LPR SW SVC/SUPP	90007210	6/3/2025	1,300.00
	Total Paid by Vendor					1,612.00
COLLEGE COUNTS 529 FUND	1000-00-00000-210310-00000000-	402728	Payroll Run 1 - Warrant 250511	104828	5/14/2025	925.00
	1000-00-00000-210310-00000000-	404470	Payroll Run 1 - Warrant 250525	105074	5/29/2025	925.00
	Total Paid by Vendor					1,850.00
COMCAST OF ALABAMA INC	1000-17-17100-515070-00000000-	83969000116000340525	POP: 05/19/25-06/18/25- COMCAST CABLE SVC COH	104880	5/20/2025	12.65
	1000-17-17100-515070-00000000-	83969000105531010525	POP: 05/14/25-06/13/25- COMCAST CABLE SVC COH	104880	5/20/2025	12.63
	1000-17-17100-515070-00000000-	83969000100287730525	pop: 05/16/25-06/15/25 - COMCAST CABLE SVC COH	104880	5/20/2025	21.05
	1000-17-17100-515070-00000000-	83969000115986910525	POP: 05/30/25 -06/29/25 COMCAST CABLE SVCCOH	105007	5/27/2025	122.19
	1000-17-17100-515070-00000000-	83969000115978000525	POP: 05/30/25 -06/29/25 COMCAST CABLE SVCCOH	105007	5/27/2025	12.65
	1000-17-17100-515070-00000000-	83969000114784070525	POP: 05/30/25 -06/29/25 COMCAST CABLE SVCCOH	105007	5/27/2025	73.74
	1000-17-17100-515070-00000000-	83969000120079400525	POP: 05/21/25 - 06/20/25-COMCAST CABLE SVC COH	105118	6/3/2025	21.08
	1000-17-17100-515070-00000000-	83969000128440290525	POP: 05/22/25 -06/21/25 - COMCAST CABLE SVC	105118	6/3/2025	188.82
	1000-17-17100-515070-00000000-	83969000115986830525	POP: 06/02/25 -07/01/25 -COMCAST CABLE SVC COH	105118	6/3/2025	189.72
	1000-17-17100-515070-00000000-	83969000101809470525	POP: 06/01/25 -06/30/25 -COMCAST CABLE SVC COH	105118	6/3/2025	33.68
	1000-17-17100-515070-00000000-	83969000116022380525	POP: 06/05/25-07/04/25-COMCAST CABLE SVC COH	105118	6/3/2025	63.25
	1000-17-17100-515070-00000000-	83969000111637770525	POP: 06/08/25-07/07/25-COMCAST CABLE SVC COH	105118	6/3/2025	61.09
	1000-17-17100-515070-00000000-	243057625	POP: 05/01/25-05/31/25-COMCAST CABLE SVC COH	105119	6/3/2025	1,157.95
	Total Paid by Vendor					1,970.50
COMMERCIAL ENERGY SPECIALISTS, LLC	1000-14-14300-513010-00000000-	268295	POP: 05/01/25 -FILTER REPAIR HAC	90007212	6/3/2025	2,550.00
	Total Paid by Vendor					2,550.00
COMMONWEALTH OF MASSACHUSETTS	1000-00-00000-210180-00000000-	402738	Payroll Run 1 - Warrant 250511	104829	5/14/2025	11.54
	1000-00-00000-210180-00000000-	404479	Payroll Run 1 - Warrant 250525	105075	5/29/2025	11.54
	Total Paid by Vendor					23.08
CORVEL CORPORATION	1000-19-00000-502150-00000000-	051425-HUNT	WORKERS COMP EXPENSES, CL# 1223-WC-0300103	90007067	5/20/2025	30,000.00
	1000-19-00000-502150-00000000-	052025-HUNT	POP: 05/08/25 - 05/20/25 -WORKERS COMP EXPENSES	90007148	5/27/2025	52,361.44
	Total Paid by Vendor					82,361.44
COWIN EQUIPMENT CO INC	1000-55-55300-513050-00000000-	RSA032573 16	POP: 04/24/25-05/21/25-ROLLER FOR MAINT	105121	6/3/2025	1,600.00
	1000-55-55300-513050-00000000-	RSA034365 10	POP: 04/21/25-04/26/25-RENTAL FOR PWS CONST.	105121	6/3/2025	3,325.00
	1000-55-55300-513050-00000000-	RSA037400 1	POP:04/29/25-05/26/25-TRACKED DUMP TRUCK PWS CONST	105121	6/3/2025	12,325.00
	Total Paid by Vendor					17,250.00
CPAT DISTRIBUTION, INC.	1000-42-42100-515050-00000000-	4415	CPAT SUPPLIES SOLE SOURCE	104884	5/20/2025	11,242.56
	Total Paid by Vendor					11,242.56
CXTEC INC	1000-17-17400-520200-00000000-	7272696	CISCO KEY EXPANSION MODULE	90007069	5/20/2025	1,200.00
	Total Paid by Vendor					1,200.00
D & D ARNOLD LLC	1000-15-15100-513030-00000000-	3993	COM TX 051325/3993	90007054	5/20/2025	75.00
	1000-15-15100-513030-00000000-	3993	COM TX 051325/3993	90007054	5/20/2025	75.00
	1000-15-15100-513030-00000000-	3993	COM TX 051325/3993	90007054	5/20/2025	75.00
	1000-15-15100-513030-00000000-	1006256	COM TX 053025/1006256	90007191	6/3/2025	520.00
	1000-15-15100-513030-00000000-	1006256	COM TX 053025/1006256	90007191	6/3/2025	150.00
	1000-15-15100-513030-00000000-	1006256	COM TX 053025/1006256	90007191	6/3/2025	150.00
	1000-15-15100-513030-00000000-	1006324	COM TX 053025/1006324	90007191	6/3/2025	215.00
	1000-15-15100-513030-00000000-	1006324	COM TX 053025/1006324	90007191	6/3/2025	150.00
	1000-15-15100-513030-00000000-	1006324	COM TX 053025/1006324	90007191	6/3/2025	150.00
	1000-15-15100-513030-00000000-	1006347	COM TX 053025/1006347	90007191	6/3/2025	215.00
	1000-15-15100-513030-00000000-	1006347	COM TX 053025/1006347	90007191	6/3/2025	150.00
	1000-15-15100-513030-00000000-	1006347	COM TX 053025/1006347	90007191	6/3/2025	150.00
	1000-15-15100-513030-00000000-	1006358	COM TX 053025/1006358	90007191	6/3/2025	215.00

	1000-15-15100-513030-00000000-	I006358	COM TX 053025/1006358	90007191	6/3/2025	150.00
	1000-15-15100-513030-00000000-	I006358	COM TX 053025/1006358	90007191	6/3/2025	150.00
	Total Paid by Vendor					2,590.00
DANIEL COLE	1000-14-14300-513010-00000000-	13908	POP:04/24/25-05/06/25 2025 BLNKT ICE MAKER REPAIRS	104879	5/20/2025	85.00
	1000-14-14300-513010-00000000-	13910	POP: 05/06/25- ICE MAKER REPAIRS	105006	5/27/2025	127.50
	1000-14-14300-513010-00000000-	13911	POP: 05/06/25 -ICE MAKER REPAIRS	105006	5/27/2025	85.00
	1000-14-14300-513010-00000000-	13909	POP: 05/06/25- ICE MAKER REPAIRS	105117	6/3/2025	85.00
	Total Paid by Vendor					382.50
DAVID JAY WILLIAMS	1000-52-52600-513010-00000000-	2001080	55 GALLON BARRELS - NORTH MAINT	105124	6/3/2025	600.00
	Total Paid by Vendor					600.00
DCSC LLC	1000-14-14300-515460-00000000-	062025	POP:06/01/25-06/30/25-2227 DRAKE AVE. STE 25 & 26	105008	5/27/2025	4,585.00
	Total Paid by Vendor					4,585.00
DEBRA KIZER CIRCUIT CLERK CV CASES	1000-00-00000-210180-00000000-	402730	Payroll Run 1 - Warrant 250511	104835	5/14/2025	509.61
	1000-00-00000-210180-00000000-	402731	Payroll Run 1 - Warrant 250511	104836	5/14/2025	1,202.17
	1000-00-00000-210180-00000000-	404472	Payroll Run 1 - Warrant 250525	105081	5/29/2025	509.61
	1000-00-00000-210180-00000000-	404473	Payroll Run 1 - Warrant 250525	105082	5/29/2025	1,333.11
	Total Paid by Vendor					3,554.50
DEFENSE PEST SOLUTIONS	1000-14-14310-515370-00000000-	54880	POP: 05/12/25 - PEST CONTROL SVS	90007151	5/27/2025	1,500.00
	1000-53-53200-513010-PK1020XX-	55236	POP: 06/01/25-PEST CONTROL FOR BOOTHS AT "M & O"	90007215	6/3/2025	15.00
	1000-53-53200-513010-PK1040XX-	55236	POP: 06/01/25-PEST CONTROL FOR BOOTHS AT "M & O"	90007215	6/3/2025	15.00
	Total Paid by Vendor					1,530.00
DELL MARKETING LP	1000-74-74100-520200-PN200003-00003	10813790874	305 FOUNTAIN CIR/S SISK/2569244785	90007071	5/20/2025	3,900.00
	1000-17-17400-520200-00000000-	10814279397	305 FOUNTAIN CIR/T MEDLEN/256-705-3151	90007152	5/27/2025	30,000.00
	1000-41-41110-515340-00000000-	10815796112	VIDEO MONITORING PC FOR PD NAMACC	90007216	6/3/2025	883.72
	1000-00-00000-140200-00000000-	10815735736	POP: 05/15/24-05/14/26 MS UNIFIED SUPP COH NETWORK	90007216	6/3/2025	281,616.27
	Total Paid by Vendor					316,399.99
DELTA DENTAL INSURANCE CO	1000-00-00000-210240-00000000-	BE006586489	POP: 6/01/25 TO 6/30/25 01-0680100002	90007153	5/27/2025	138,916.99
	Total Paid by Vendor					138,916.99
DENNY ELEVATOR INSPECTIONS INC	1000-14-14300-515370-00000000-	14508	POP: 05/29/25 -ANNUAL ELEVATOR INSPECTION - COH	105125	6/3/2025	460.00
	Total Paid by Vendor					460.00
DEWITT PALMORE	1000-30-30600-515520-00000000-	D.PALMORE-041425	POP 4/6/25-4/13/25 ADULT SOFTBALL UMPIRES	90007072	5/20/2025	1,488.00
	1000-30-30600-515520-00000000-	D. PALMORE 5/21/25	POP 4/28/25-5/20/25 ADULT SOFTBALL UMPIRES	90007154	5/27/2025	2,356.00
	Total Paid by Vendor					3,844.00
DISTRICT COURT OF JACKSON COUNTY ALABAMA	1000-00-00000-210180-00000000-	402717	Payroll Run 1 - Warrant 250511	104830	5/14/2025	323.89
	1000-00-00000-210180-00000000-	404459	Payroll Run 1 - Warrant 250525	105076	5/29/2025	332.42
	Total Paid by Vendor					656.31
DIVERSIFIED ELEVATOR SERVICE & EQUIPMENT CO, INC.	1000-53-53200-513010-PK1010XX-	27301	POP: 05/01/25 - MAINTENANCE - GARAGES A, B & O -	105126	6/3/2025	305.00
	1000-53-53200-513010-PK1030XX-	27301	POP: 05/01/25 - MAINTENANCE - GARAGES A, B & O -	105126	6/3/2025	800.00
	1000-53-53200-513010-PK1040XX-	27301	POP: 05/01/25 - MAINTENANCE - GARAGES A, B & O -	105126	6/3/2025	420.00
	Total Paid by Vendor					1,525.00
DORIC OF TENNESSEE INC	1000-51-00000-515340-00000000-	116383	POP:05/23/25-OPENING/CLOSING LAWN CRYPTS AT MH	105127	6/3/2025	425.00
	1000-51-00000-515340-00000000-	116241	POP: 05/17/25-OPENING/CLOSING LAWN CRYPTS AT MH	105127	6/3/2025	425.00
	1000-51-00000-515340-00000000-	116267	POP: 05/18/25-OPENING/CLOSING LAWN CRYPTS AT MH	105127	6/3/2025	425.00
	1000-51-00000-515340-00000000-	116271	POP: 05/16/25-OPENING/CLOSING LAWN CRYPTS AT MH	105127	6/3/2025	425.00
	Total Paid by Vendor					1,700.00
DORMA USA INC	1000-14-14300-513010-00000000-	796772	POP: 05/14/25- AUTOMATIC DOOR REPAIRS	105128	6/3/2025	427.40
	Total Paid by Vendor					427.40
DOWNTOWN HUNTSVILLE INC	1000-00-00000-610065-00000000-	FY25 ORD 25-363	APPROPRIATION FOR ORD 25-363 JAZZ IN THE PARK	90007073	5/20/2025	85,000.00
	1000-74-74400-515520-00000000-	14-4965	POP: 05/15/25-805 AFTER FIVE MAY-SEP 2025	90007219	6/3/2025	5,000.00
	Total Paid by Vendor					90,000.00
DRAKE & HARLAN PROPERTIES INC	1000-14-14300-515460-00000000-	06012025	POP:06/01/25-06/30/25-12TH AVENUE WAREHOUSE LEASE	105009	5/27/2025	3,900.00
	Total Paid by Vendor					3,900.00
DRUG TESTING PROGRAM MANAGEMENT INC	1000-43-00000-515370-00000000-	1116739	POP: 03/21/25 -DRUG CONFIRMATION TESTING	105129	6/3/2025	30.00
	1000-43-00000-515370-00000000-	1116819	POP: 04/14/25 -DRUG CONFIRMATION TESTING	105129	6/3/2025	30.00
	Total Paid by Vendor					60.00
DUTCH OIL COMPANY	1000-12-12100-514010-00000000-	CFN-41635	FUELING TRANS DATED 050925	90007074	5/20/2025	20.25
	1000-14-14100-514010-00000000-	CFN-41635	FUELING TRANS DATED 050925	90007074	5/20/2025	311.49
	1000-17-17100-514010-00000000-	CFN-41635	FUELING TRANS DATED 050925	90007074	5/20/2025	12.93
	1000-30-30100-514010-00000000-	CFN-41635	FUELING TRANS DATED 050925	90007074	5/20/2025	40.32
	1000-30-30100-514010-00000000-	CFN-41635	FUELING TRANS DATED 050925	90007074	5/20/2025	34.70
	1000-30-30100-514010-00000000-	CFN-41635	FUELING TRANS DATED 050925	90007074	5/20/2025	34.91

1000-41-41100-514010-00000000-	CFN-41635	FUELING TRANS DATED 050925	90007074	5/20/2025	2,708.70
1000-41-41100-514010-00000000-	CFN-41635	FUELING TRANS DATED 050925	90007074	5/20/2025	359.90
1000-41-41100-514010-00000000-	CFN-41635	FUELING TRANS DATED 050925	90007074	5/20/2025	36.20
1000-41-41100-514010-00000000-	CFN-41635	FUELING TRANS DATED 050925	90007074	5/20/2025	41.80
1000-41-41100-514010-00000000-	CFN-41635	FUELING TRANS DATED 050925	90007074	5/20/2025	311.20
1000-42-42100-514010-00000000-	CFN-41635	FUELING TRANS DATED 050925	90007074	5/20/2025	755.86
1000-42-42100-514010-00000000-	CFN-41635	FUELING TRANS DATED 050925	90007074	5/20/2025	104.20
1000-42-42100-514010-00000000-	CFN-41635	FUELING TRANS DATED 050925	90007074	5/20/2025	67.46
1000-50-00000-514010-00000000-	CFN-41635	FUELING TRANS DATED 050925	90007074	5/20/2025	109.47
1000-52-52100-514010-00000000-	CFN-41635	FUELING TRANS DATED 050925	90007074	5/20/2025	117.01
1000-52-52100-514010-00000000-	CFN-41635	FUELING TRANS DATED 050925	90007074	5/20/2025	27.17
1000-52-52100-514010-00000000-	CFN-41635	FUELING TRANS DATED 050925	90007074	5/20/2025	57.33
1000-52-52100-514010-00000000-	CFN-41635	FUELING TRANS DATED 050925	90007074	5/20/2025	393.91
1000-52-52100-514010-00000000-	CFN-41635	FUELING TRANS DATED 050925	90007074	5/20/2025	130.94
1000-52-52100-514010-00000000-	CFN-41635	FUELING TRANS DATED 050925	90007074	5/20/2025	49.97
1000-52-52100-514010-00000000-	CFN-41635	FUELING TRANS DATED 050925	90007074	5/20/2025	121.12
1000-53-53200-514010-00000000-	CFN-41635	FUELING TRANS DATED 050925	90007074	5/20/2025	43.10
1000-53-53400-514010-00000000-	CFN-41635	FUELING TRANS DATED 050925	90007074	5/20/2025	77.58
1000-55-55300-514010-00000000-	CFN-41635	FUELING TRANS DATED 050925	90007074	5/20/2025	82.16
1000-55-55400-514010-00000000-	CFN-41635	FUELING TRANS DATED 050925	90007074	5/20/2025	336.62
1000-70-70200-514010-00000000-	CFN-41635	FUELING TRANS DATED 050925	90007074	5/20/2025	71.51
1000-71-71100-514010-00000000-	CFN-41635	FUELING TRANS DATED 050925	90007074	5/20/2025	121.75
1000-71-71100-514010-00000000-	CFN-41635	FUELING TRANS DATED 050925	90007074	5/20/2025	48.06
1000-72-00000-514010-00000000-	CFN-41635	FUELING TRANS DATED 050925	90007074	5/20/2025	321.74
1000-73-73100-514010-00000000-	CFN-41635	FUELING TRANS DATED 050925	90007074	5/20/2025	22.41
1000-74-74100-514010-00000000-	CFN-41635	FUELING TRANS DATED 050925	90007074	5/20/2025	32.09
1000-75-75100-514010-00000000-	CFN-41635	FUELING TRANS DATED 050925	90007074	5/20/2025	71.94
1000-75-75100-514010-00000000-	CFN-41635	FUELING TRANS DATED 050925	90007074	5/20/2025	44.82
1000-41-41100-514010-00000000-	CFN-41655	FUELING TRANS DATED 051025	90007074	5/20/2025	2,534.21
1000-41-41100-514010-00000000-	CFN-41655	FUELING TRANS DATED 051025	90007074	5/20/2025	21.61
1000-41-41100-514010-00000000-	CFN-41655	FUELING TRANS DATED 051025	90007074	5/20/2025	161.85
1000-42-42100-514010-00000000-	CFN-41655	FUELING TRANS DATED 051025	90007074	5/20/2025	341.78
1000-50-00000-514010-00000000-	CFN-41655	FUELING TRANS DATED 051025	90007074	5/20/2025	53.74
1000-52-52100-514010-00000000-	CFN-41655	FUELING TRANS DATED 051025	90007074	5/20/2025	58.51
1000-53-53400-514010-00000000-	CFN-41655	FUELING TRANS DATED 051025	90007074	5/20/2025	14.30
1000-71-71100-514010-00000000-	CFN-41655	FUELING TRANS DATED 051025	90007074	5/20/2025	37.71
1000-55-55400-514010-00000000-	INV-220635	POP: 05/06/25 -FY25 Q3-FUEL BLANKET-PWS MAINT	90007074	5/20/2025	1,544.76
1000-41-41100-514010-00000000-	CFN-41662	FUELING TRANS DATED 051125	90007074	5/20/2025	2,283.94
1000-41-41100-514010-00000000-	CFN-41662	FUELING TRANS DATED 051125	90007074	5/20/2025	77.62
1000-41-41100-514010-00000000-	CFN-41662	FUELING TRANS DATED 051125	90007074	5/20/2025	13.00
1000-41-41100-514010-00000000-	CFN-41662	FUELING TRANS DATED 051125	90007074	5/20/2025	26.22
1000-42-42100-514010-00000000-	CFN-41662	FUELING TRANS DATED 051125	90007074	5/20/2025	280.59
1000-52-52100-514010-00000000-	CFN-41662	FUELING TRANS DATED 051125	90007074	5/20/2025	37.01
1000-52-52100-514010-00000000-	CFN-41662	FUELING TRANS DATED 051125	90007074	5/20/2025	48.97
1000-52-52100-514010-00000000-	CFN-41662	FUELING TRANS DATED 051125	90007074	5/20/2025	52.22
1000-53-53400-514010-00000000-	CFN-41662	FUELING TRANS DATED 051125	90007074	5/20/2025	19.50
1000-55-55400-514010-00000000-	CFN-41662	FUELING TRANS DATED 051125	90007074	5/20/2025	28.18
1000-12-12100-514010-00000000-	CFN-41671	FUELING TRANS DATED 051225	90007074	5/20/2025	26.00
1000-14-14100-514010-00000000-	CFN-41671	FUELING TRANS DATED 051225	90007074	5/20/2025	124.90
1000-15-15100-514010-00000000-	CFN-41671	FUELING TRANS DATED 051225	90007074	5/20/2025	63.83
1000-30-30100-514010-00000000-	CFN-41671	FUELING TRANS DATED 051225	90007074	5/20/2025	63.48
1000-41-41100-514010-00000000-	CFN-41671	FUELING TRANS DATED 051225	90007074	5/20/2025	3,320.06
1000-41-41100-514010-00000000-	CFN-41671	FUELING TRANS DATED 051225	90007074	5/20/2025	517.46
1000-41-41100-514010-00000000-	CFN-41671	FUELING TRANS DATED 051225	90007074	5/20/2025	65.90
1000-41-41100-514010-00000000-	CFN-41671	FUELING TRANS DATED 051225	90007074	5/20/2025	272.01
1000-42-42100-514010-00000000-	CFN-41671	FUELING TRANS DATED 051225	90007074	5/20/2025	559.22
1000-42-42100-514010-00000000-	CFN-41671	FUELING TRANS DATED 051225	90007074	5/20/2025	154.91
1000-42-42100-514010-00000000-	CFN-41671	FUELING TRANS DATED 051225	90007074	5/20/2025	30.99
1000-50-00000-514010-00000000-	CFN-41671	FUELING TRANS DATED 051225	90007074	5/20/2025	67.18
1000-51-00000-514010-00000000-	CFN-41671	FUELING TRANS DATED 051225	90007074	5/20/2025	61.76
1000-52-52100-514010-00000000-	CFN-41671	FUELING TRANS DATED 051225	90007074	5/20/2025	50.12

1000-52-52100-514010-00000000-	CFN-41671	FUELING TRANS DATED 051225	90007074	5/20/2025	127.44
1000-52-52100-514010-00000000-	CFN-41671	FUELING TRANS DATED 051225	90007074	5/20/2025	68.93
1000-52-52100-514010-00000000-	CFN-41671	FUELING TRANS DATED 051225	90007074	5/20/2025	102.71
1000-52-52100-514010-00000000-	CFN-41671	FUELING TRANS DATED 051225	90007074	5/20/2025	128.75
1000-52-52100-514010-00000000-	CFN-41671	FUELING TRANS DATED 051225	90007074	5/20/2025	88.74
1000-52-52100-514010-00000000-	CFN-41671	FUELING TRANS DATED 051225	90007074	5/20/2025	59.17
1000-52-52100-514010-00000000-	CFN-41671	FUELING TRANS DATED 051225	90007074	5/20/2025	32.95
1000-53-53200-514010-00000000-	CFN-41671	FUELING TRANS DATED 051225	90007074	5/20/2025	36.67
1000-53-53400-514010-00000000-	CFN-41671	FUELING TRANS DATED 051225	90007074	5/20/2025	76.95
1000-53-53500-514010-00000000-	CFN-41671	FUELING TRANS DATED 051225	90007074	5/20/2025	117.02
1000-55-55100-514010-00000000-	CFN-41671	FUELING TRANS DATED 051225	90007074	5/20/2025	42.47
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1000-55-55400-514010-00000000-	CFN-41671	FUELING TRANS DATED 051225	90007074	5/20/2025	492.48
1000-70-70200-514010-00000000-	CFN-41671	FUELING TRANS DATED 051225	90007074	5/20/2025	101.30
1000-72-00000-514010-00000000-	CFN-41671	FUELING TRANS DATED 051225	90007074	5/20/2025	40.32
1000-74-74100-514010-00000000-	CFN-41671	FUELING TRANS DATED 051225	90007074	5/20/2025	19.72
1000-75-75100-514010-00000000-	CFN-41671	FUELING TRANS DATED 051225	90007074	5/20/2025	50.32
1000-75-75100-514010-00000000-	CFN-41671	FUELING TRANS DATED 051225	90007074	5/20/2025	142.50
1000-10-00000-514010-00000000-	CFN-41688	FUELING TRANS DATED 051325	90007074	5/20/2025	30.53
1000-14-14100-514010-00000000-	CFN-41688	FUELING TRANS DATED 051325	90007074	5/20/2025	205.82
1000-30-30100-514010-00000000-	CFN-41688	FUELING TRANS DATED 051325	90007074	5/20/2025	98.97
1000-41-41100-514010-00000000-	CFN-41688	FUELING TRANS DATED 051325	90007074	5/20/2025	2,891.64
1000-41-41100-514010-00000000-	CFN-41688	FUELING TRANS DATED 051325	90007074	5/20/2025	321.83
1000-41-41100-514010-00000000-	CFN-41688	FUELING TRANS DATED 051325	90007074	5/20/2025	170.28
1000-41-41100-514010-00000000-	CFN-41688	FUELING TRANS DATED 051325	90007074	5/20/2025	115.45
1000-42-42100-514010-00000000-	CFN-41688	FUELING TRANS DATED 051325	90007074	5/20/2025	774.95
1000-42-42100-514010-00000000-	CFN-41688	FUELING TRANS DATED 051325	90007074	5/20/2025	107.50
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1000-50-00000-514010-00000000-	CFN-41688	FUELING TRANS DATED 051325	90007074	5/20/2025	106.85
1000-52-52100-514010-00000000-	CFN-41688	FUELING TRANS DATED 051325	90007074	5/20/2025	38.21
1000-52-52100-514010-00000000-	CFN-41688	FUELING TRANS DATED 051325	90007074	5/20/2025	71.54
1000-52-52100-514010-00000000-	CFN-41688	FUELING TRANS DATED 051325	90007074	5/20/2025	251.76
1000-52-52100-514010-00000000-	CFN-41688	FUELING TRANS DATED 051325	90007074	5/20/2025	221.54
1000-52-52100-514010-00000000-	CFN-41688	FUELING TRANS DATED 051325	90007074	5/20/2025	261.75
1000-52-52100-514010-00000000-	CFN-41688	FUELING TRANS DATED 051325	90007074	5/20/2025	71.76
1000-52-52100-514010-00000000-	CFN-41688	FUELING TRANS DATED 051325	90007074	5/20/2025	110.96
1000-52-52100-514010-00000000-	CFN-41688	FUELING TRANS DATED 051325	90007074	5/20/2025	95.24
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1000-52-52100-514010-00000000-	CFN-41688	FUELING TRANS DATED 051325	90007074	5/20/2025	62.35
1000-53-53200-514010-00000000-	CFN-41688	FUELING TRANS DATED 051325	90007074	5/20/2025	91.77
1000-53-53400-514010-00000000-	CFN-41688	FUELING TRANS DATED 051325	90007074	5/20/2025	42.52
1000-55-55100-514010-00000000-	CFN-41688	FUELING TRANS DATED 051325	90007074	5/20/2025	46.87
1000-55-55100-514010-00000000-	CFN-41688	FUELING TRANS DATED 051325	90007074	5/20/2025	75.88
1000-55-55300-514010-00000000-	CFN-41688	FUELING TRANS DATED 051325	90007074	5/20/2025	439.10
1000-55-55400-514010-00000000-	CFN-41688	FUELING TRANS DATED 051325	90007074	5/20/2025	1,023.39
1000-70-70200-514010-00000000-	CFN-41688	FUELING TRANS DATED 051325	90007074	5/20/2025	120.22
1000-71-71100-514010-00000000-	CFN-41688	FUELING TRANS DATED 051325	90007074	5/20/2025	113.80
1000-72-00000-514010-00000000-	CFN-41688	FUELING TRANS DATED 051325	90007074	5/20/2025	223.20
1000-75-75100-514010-00000000-	CFN-41688	FUELING TRANS DATED 051325	90007074	5/20/2025	100.28
1000-14-14100-514010-00000000-	CFN-41705	FUELING TRANS DATED 051425	90007074	5/20/2025	221.73
1000-15-15100-514010-00000000-	CFN-41705	FUELING TRANS DATED 051425	90007074	5/20/2025	106.39
1000-17-17100-514010-00000000-	CFN-41705	FUELING TRANS DATED 051425	90007074	5/20/2025	22.92
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1000-41-41100-514010-00000000-	CFN-41705	FUELING TRANS DATED 051425	90007074	5/20/2025	2,947.38
1000-41-41100-514010-00000000-	CFN-41705	FUELING TRANS DATED 051425	90007074	5/20/2025	332.11
1000-41-41100-514010-00000000-	CFN-41705	FUELING TRANS DATED 051425	90007074	5/20/2025	60.19
1000-41-41100-514010-00000000-	CFN-41705	FUELING TRANS DATED 051425	90007074	5/20/2025	360.45
1000-42-42100-514010-00000000-	CFN-41705	FUELING TRANS DATED 051425	90007074	5/20/2025	1,018.23
1000-42-42100-514010-00000000-	CFN-41705	FUELING TRANS DATED 051425	90007074	5/20/2025	127.33
1000-42-42100-514010-00000000-	CFN-41705	FUELING TRANS DATED 051425	90007074	5/20/2025	23.59

1000-50-00000-514010-00000000-	CFN-41705	FUELING TRANS DATED 051425	90007074	5/20/2025	198.59
1000-52-52100-514010-00000000-	CFN-41705	FUELING TRANS DATED 051425	90007074	5/20/2025	137.93
1000-52-52100-514010-00000000-	CFN-41705	FUELING TRANS DATED 051425	90007074	5/20/2025	48.88
1000-52-52100-514010-00000000-	CFN-41705	FUELING TRANS DATED 051425	90007074	5/20/2025	66.21
1000-52-52100-514010-00000000-	CFN-41705	FUELING TRANS DATED 051425	90007074	5/20/2025	104.03
1000-52-52100-514010-00000000-	CFN-41705	FUELING TRANS DATED 051425	90007074	5/20/2025	603.45
1000-52-52100-514010-00000000-	CFN-41705	FUELING TRANS DATED 051425	90007074	5/20/2025	134.69
1000-52-52100-514010-00000000-	CFN-41705	FUELING TRANS DATED 051425	90007074	5/20/2025	118.57
1000-52-52100-514010-00000000-	CFN-41705	FUELING TRANS DATED 051425	90007074	5/20/2025	179.29
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1000-53-53100-514010-00000000-	CFN-41705	FUELING TRANS DATED 051425	90007074	5/20/2025	32.60
1000-53-53200-514010-00000000-	CFN-41705	FUELING TRANS DATED 051425	90007074	5/20/2025	69.87
1000-53-53400-514010-00000000-	CFN-41705	FUELING TRANS DATED 051425	90007074	5/20/2025	75.26
1000-55-55100-514010-00000000-	CFN-41705	FUELING TRANS DATED 051425	90007074	5/20/2025	41.21
1000-55-55100-514010-00000000-	CFN-41705	FUELING TRANS DATED 051425	90007074	5/20/2025	97.19
1000-55-55300-514010-00000000-	CFN-41705	FUELING TRANS DATED 051425	90007074	5/20/2025	669.26
1000-55-55400-514010-00000000-	CFN-41705	FUELING TRANS DATED 051425	90007074	5/20/2025	657.19
1000-70-70200-514010-00000000-	CFN-41705	FUELING TRANS DATED 051425	90007074	5/20/2025	19.84
1000-71-71100-514010-00000000-	CFN-41705	FUELING TRANS DATED 051425	90007074	5/20/2025	69.23
1000-72-00000-514010-00000000-	CFN-41705	FUELING TRANS DATED 051425	90007074	5/20/2025	120.79
1000-73-73100-514010-00000000-	CFN-41705	FUELING TRANS DATED 051425	90007074	5/20/2025	42.76
1000-75-75100-514010-00000000-	CFN-41705	FUELING TRANS DATED 051425	90007074	5/20/2025	60.39
1000-14-14100-514010-00000000-	CFN-41724	FUELING TRANS DATED 051525	90007074	5/20/2025	385.32
1000-30-30100-514010-00000000-	CFN-41724	FUELING TRANS DATED 051525	90007074	5/20/2025	32.87
1000-30-30100-514010-00000000-	CFN-41724	FUELING TRANS DATED 051525	90007074	5/20/2025	28.54
1000-30-30100-514010-00000000-	CFN-41724	FUELING TRANS DATED 051525	90007074	5/20/2025	40.10
1000-30-30100-514010-00000000-	CFN-41724	FUELING TRANS DATED 051525	90007074	5/20/2025	18.63
1000-41-41100-514010-00000000-	CFN-41724	FUELING TRANS DATED 051525	90007074	5/20/2025	3,281.12
1000-41-41100-514010-00000000-	CFN-41724	FUELING TRANS DATED 051525	90007074	5/20/2025	419.79
1000-41-41100-514010-00000000-	CFN-41724	FUELING TRANS DATED 051525	90007074	5/20/2025	21.04
1000-41-41100-514010-00000000-	CFN-41724	FUELING TRANS DATED 051525	90007074	5/20/2025	153.57
1000-42-42100-514010-00000000-	CFN-41724	FUELING TRANS DATED 051525	90007074	5/20/2025	330.03
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1000-42-42100-514010-00000000-	CFN-41724	FUELING TRANS DATED 051525	90007074	5/20/2025	70.11
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1000-52-52100-514010-00000000-	CFN-41724	FUELING TRANS DATED 051525	90007074	5/20/2025	134.42
1000-52-52100-514010-00000000-	CFN-41724	FUELING TRANS DATED 051525	90007074	5/20/2025	384.93
1000-52-52100-514010-00000000-	CFN-41724	FUELING TRANS DATED 051525	90007074	5/20/2025	257.45
1000-52-52100-514010-00000000-	CFN-41724	FUELING TRANS DATED 051525	90007074	5/20/2025	594.13
1000-52-52100-514010-00000000-	CFN-41724	FUELING TRANS DATED 051525	90007074	5/20/2025	376.46
1000-52-52100-514010-00000000-	CFN-41724	FUELING TRANS DATED 051525	90007074	5/20/2025	319.05
1000-52-52100-514010-00000000-	CFN-41724	FUELING TRANS DATED 051525	90007074	5/20/2025	81.33
1000-52-52100-514010-00000000-	CFN-41724	FUELING TRANS DATED 051525	90007074	5/20/2025	311.73
1000-53-53400-514010-00000000-	CFN-41724	FUELING TRANS DATED 051525	90007074	5/20/2025	21.04
1000-55-55300-514010-00000000-	CFN-41724	FUELING TRANS DATED 051525	90007074	5/20/2025	379.37
1000-55-55400-514010-00000000-	CFN-41724	FUELING TRANS DATED 051525	90007074	5/20/2025	1,381.76
1000-70-70200-514010-00000000-	CFN-41724	FUELING TRANS DATED 051525	90007074	5/20/2025	116.37
1000-71-71100-514010-00000000-	CFN-41724	FUELING TRANS DATED 051525	90007074	5/20/2025	137.40
1000-71-71100-514010-00000000-	CFN-41724	FUELING TRANS DATED 051525	90007074	5/20/2025	89.68
1000-72-00000-514010-00000000-	CFN-41724	FUELING TRANS DATED 051525	90007074	5/20/2025	270.34
1000-74-74100-514010-00000000-	CFN-41724	FUELING TRANS DATED 051525	90007074	5/20/2025	31.55
1000-75-75100-514010-00000000-	CFN-41724	FUELING TRANS DATED 051525	90007074	5/20/2025	35.93
1000-75-75100-514010-00000000-	CFN-41724	FUELING TRANS DATED 051525	90007074	5/20/2025	83.52
1000-12-12100-514010-00000000-	CFN-41865	FUELING TRANS DATED 051625	90007074	5/20/2025	20.82
1000-13-13100-514010-00000000-	CFN-41865	FUELING TRANS DATED 051625	90007074	5/20/2025	22.99
1000-14-14100-514010-00000000-	CFN-41865	FUELING TRANS DATED 051625	90007074	5/20/2025	299.04
1000-15-15100-514010-00000000-	CFN-41865	FUELING TRANS DATED 051625	90007074	5/20/2025	51.84
1000-30-30100-514010-00000000-	CFN-41865	FUELING TRANS DATED 051625	90007074	5/20/2025	40.98
1000-41-41100-514010-00000000-	CFN-41865	FUELING TRANS DATED 051625	90007074	5/20/2025	2,853.83
1000-41-41100-514010-00000000-	CFN-41865	FUELING TRANS DATED 051625	90007074	5/20/2025	316.16

1000-51-00000-514010-00000000-	CFN-41899	FUELING TRANS DATED 051925	90007074	5/20/2025	59.26
1000-52-52100-514010-00000000-	CFN-41899	FUELING TRANS DATED 051925	90007074	5/20/2025	118.63
1000-52-52100-514010-00000000-	CFN-41899	FUELING TRANS DATED 051925	90007074	5/20/2025	95.42
1000-52-52100-514010-00000000-	CFN-41899	FUELING TRANS DATED 051925	90007074	5/20/2025	203.07
1000-52-52100-514010-00000000-	CFN-41899	FUELING TRANS DATED 051925	90007074	5/20/2025	123.48
1000-52-52100-514010-00000000-	CFN-41899	FUELING TRANS DATED 051925	90007074	5/20/2025	61.38
1000-52-52100-514010-00000000-	CFN-41899	FUELING TRANS DATED 051925	90007074	5/20/2025	216.31
1000-52-52100-514010-00000000-	CFN-41899	FUELING TRANS DATED 051925	90007074	5/20/2025	246.96
1000-53-53200-514010-00000000-	CFN-41899	FUELING TRANS DATED 051925	90007074	5/20/2025	42.34
1000-53-53400-514010-00000000-	CFN-41899	FUELING TRANS DATED 051925	90007074	5/20/2025	85.49
1000-55-55100-514010-00000000-	CFN-41899	FUELING TRANS DATED 051925	90007074	5/20/2025	37.98
1000-55-55300-514010-00000000-	CFN-41899	FUELING TRANS DATED 051925	90007074	5/20/2025	279.63
1000-55-55400-514010-00000000-	CFN-41899	FUELING TRANS DATED 051925	90007074	5/20/2025	642.44
1000-70-70200-514010-00000000-	CFN-41899	FUELING TRANS DATED 051925	90007074	5/20/2025	50.10
1000-71-71100-514010-00000000-	CFN-41899	FUELING TRANS DATED 051925	90007074	5/20/2025	36.22
1000-71-71100-514010-00000000-	CFN-41899	FUELING TRANS DATED 051925	90007074	5/20/2025	39.93
1000-72-00000-514010-00000000-	CFN-41899	FUELING TRANS DATED 051925	90007074	5/20/2025	140.50
1000-74-74100-514010-00000000-	CFN-41899	FUELING TRANS DATED 051925	90007074	5/20/2025	34.94
1000-75-75100-514010-00000000-	CFN-41899	FUELING TRANS DATED 051925	90007074	5/20/2025	68.95
1000-51-00000-514010-00000000-	INW-220629	POP: 05/01/25 -BULK FUEL FOR CEMETERY DEPARTMENT	90007156	5/27/2025	635.37
1000-14-14100-514010-00000000-	CFN-41916	FUELING TRANS DATED 052025	90007156	5/27/2025	318.85
1000-15-15100-514010-00000000-	CFN-41916	FUELING TRANS DATED 052025	90007156	5/27/2025	150.93
1000-30-30100-514010-00000000-	CFN-41916	FUELING TRANS DATED 052025	90007156	5/27/2025	28.20
1000-30-30100-514010-00000000-	CFN-41916	FUELING TRANS DATED 052025	90007156	5/27/2025	56.38
1000-30-30100-514010-00000000-	CFN-41916	FUELING TRANS DATED 052025	90007156	5/27/2025	21.91
1000-30-30100-514010-00000000-	CFN-41916	FUELING TRANS DATED 052025	90007156	5/27/2025	33.19
1000-30-30100-514010-00000000-	CFN-41916	FUELING TRANS DATED 052025	90007156	5/27/2025	55.52
1000-41-41100-514010-00000000-	CFN-41916	FUELING TRANS DATED 052025	90007156	5/27/2025	3,768.48
1000-41-41100-514010-00000000-	CFN-41916	FUELING TRANS DATED 052025	90007156	5/27/2025	431.79
1000-41-41100-514010-00000000-	CFN-41916	FUELING TRANS DATED 052025	90007156	5/27/2025	39.69
1000-41-41100-514010-00000000-	CFN-41916	FUELING TRANS DATED 052025	90007156	5/27/2025	100.42
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1000-42-42100-514010-00000000-	CFN-41916	FUELING TRANS DATED 052025	90007156	5/27/2025	1,194.07
1000-42-42100-514010-00000000-	CFN-41916	FUELING TRANS DATED 052025	90007156	5/27/2025	65.50
1000-42-42100-514010-00000000-	CFN-41916	FUELING TRANS DATED 052025	90007156	5/27/2025	84.58
1000-43-00000-514010-00000000-	CFN-41916	FUELING TRANS DATED 052025	90007156	5/27/2025	15.83
1000-50-00000-514010-00000000-	CFN-41916	FUELING TRANS DATED 052025	90007156	5/27/2025	46.63
1000-51-00000-514010-00000000-	CFN-41916	FUELING TRANS DATED 052025	90007156	5/27/2025	43.16
1000-52-52100-514010-00000000-	CFN-41916	FUELING TRANS DATED 052025	90007156	5/27/2025	62.91
1000-52-52100-514010-00000000-	CFN-41916	FUELING TRANS DATED 052025	90007156	5/27/2025	82.16
1000-52-52100-514010-00000000-	CFN-41916	FUELING TRANS DATED 052025	90007156	5/27/2025	281.22
1000-52-52100-514010-00000000-	CFN-41916	FUELING TRANS DATED 052025	90007156	5/27/2025	564.62
1000-52-52100-514010-00000000-	CFN-41916	FUELING TRANS DATED 052025	90007156	5/27/2025	695.06
1000-52-52100-514010-00000000-	CFN-41916	FUELING TRANS DATED 052025	90007156	5/27/2025	449.32
1000-52-52100-514010-00000000-	CFN-41916	FUELING TRANS DATED 052025	90007156	5/27/2025	97.18
1000-52-52100-514010-00000000-	CFN-41916	FUELING TRANS DATED 052025	90007156	5/27/2025	392.11
1000-52-52100-514010-00000000-	CFN-41916	FUELING TRANS DATED 052025	90007156	5/27/2025	224.03
1000-52-52100-514010-00000000-	CFN-41916	FUELING TRANS DATED 052025	90007156	5/27/2025	407.31
1000-52-52100-514010-00000000-	CFN-41916	FUELING TRANS DATED 052025	90007156	5/27/2025	36.98
1000-53-53200-514010-00000000-	CFN-41916	FUELING TRANS DATED 052025	90007156	5/27/2025	74.50
1000-53-53400-514010-00000000-	CFN-41916	FUELING TRANS DATED 052025	90007156	5/27/2025	13.01
1000-53-53400-514010-00000000-	CFN-41916	FUELING TRANS DATED 052025	90007156	5/27/2025	40.34
1000-53-53500-514010-00000000-	CFN-41916	FUELING TRANS DATED 052025	90007156	5/27/2025	46.11
1000-55-55100-514010-00000000-	CFN-41916	FUELING TRANS DATED 052025	90007156	5/27/2025	31.23
1000-55-55100-514010-00000000-	CFN-41916	FUELING TRANS DATED 052025	90007156	5/27/2025	41.21
1000-55-55300-514010-00000000-	CFN-41916	FUELING TRANS DATED 052025	90007156	5/27/2025	1,761.43
1000-55-55400-514010-00000000-	CFN-41916	FUELING TRANS DATED 052025	90007156	5/27/2025	1,319.58
1000-70-70200-514010-00000000-	CFN-41916	FUELING TRANS DATED 052025	90007156	5/27/2025	22.55
1000-71-71100-514010-00000000-	CFN-41916	FUELING TRANS DATED 052025	90007156	5/27/2025	115.36
1000-71-71100-514010-00000000-	CFN-41916	FUELING TRANS DATED 052025	90007156	5/27/2025	41.02
1000-72-00000-514010-00000000-	CFN-41916	FUELING TRANS DATED 052025	90007156	5/27/2025	176.73

1000-52-52100-514010-00000000-	CFN-41957	FUELING TRANS DATED 052225	90007220	6/3/2025	25.78
1000-53-53400-514010-00000000-	CFN-41957	FUELING TRANS DATED 052225	90007220	6/3/2025	12.35
1000-55-55100-514010-00000000-	CFN-41957	FUELING TRANS DATED 052225	90007220	6/3/2025	36.82
1000-55-55300-514010-00000000-	CFN-41957	FUELING TRANS DATED 052225	90007220	6/3/2025	96.81
1000-55-55400-514010-00000000-	CFN-41957	FUELING TRANS DATED 052225	90007220	6/3/2025	719.13
1000-70-70200-514010-00000000-	CFN-41957	FUELING TRANS DATED 052225	90007220	6/3/2025	93.35
1000-71-71100-514010-00000000-	CFN-41957	FUELING TRANS DATED 052225	90007220	6/3/2025	104.67
1000-71-71100-514010-00000000-	CFN-41957	FUELING TRANS DATED 052225	90007220	6/3/2025	28.18
1000-72-00000-514010-00000000-	CFN-41957	FUELING TRANS DATED 052225	90007220	6/3/2025	139.98
1000-73-73100-514010-00000000-	CFN-41957	FUELING TRANS DATED 052225	90007220	6/3/2025	17.77
1000-75-75100-514010-00000000-	CFN-41957	FUELING TRANS DATED 052225	90007220	6/3/2025	28.21
1000-75-75100-514010-00000000-	CFN-41957	FUELING TRANS DATED 052225	90007220	6/3/2025	115.93
1000-12-12100-514010-00000000-	CFN-41987	FUELING TRANS DATED 052325	90007220	6/3/2025	26.73
1000-14-14100-514010-00000000-	CFN-41987	FUELING TRANS DATED 052325	90007220	6/3/2025	251.55
1000-30-30100-514010-00000000-	CFN-41987	FUELING TRANS DATED 052325	90007220	6/3/2025	26.08
1000-30-30100-514010-00000000-	CFN-41987	FUELING TRANS DATED 052325	90007220	6/3/2025	28.03
1000-30-30100-514010-00000000-	CFN-41987	FUELING TRANS DATED 052325	90007220	6/3/2025	50.67
1000-30-30100-514010-00000000-	CFN-41987	FUELING TRANS DATED 052325	90007220	6/3/2025	28.03
1000-30-30100-514010-00000000-	CFN-41987	FUELING TRANS DATED 052325	90007220	6/3/2025	21.99
1000-41-41100-514010-00000000-	CFN-41987	FUELING TRANS DATED 052325	90007220	6/3/2025	3,134.63
1000-41-41100-514010-00000000-	CFN-41987	FUELING TRANS DATED 052325	90007220	6/3/2025	271.33
1000-41-41100-514010-00000000-	CFN-41987	FUELING TRANS DATED 052325	90007220	6/3/2025	33.79
1000-41-41100-514010-00000000-	CFN-41987	FUELING TRANS DATED 052325	90007220	6/3/2025	157.98
1000-42-42100-514010-00000000-	CFN-41987	FUELING TRANS DATED 052325	90007220	6/3/2025	631.88
1000-42-42100-514010-00000000-	CFN-41987	FUELING TRANS DATED 052325	90007220	6/3/2025	136.02
1000-50-00000-514010-00000000-	CFN-41987	FUELING TRANS DATED 052325	90007220	6/3/2025	54.33
1000-51-00000-514010-00000000-	CFN-41987	FUELING TRANS DATED 052325	90007220	6/3/2025	64.90
1000-52-52100-514010-00000000-	CFN-41987	FUELING TRANS DATED 052325	90007220	6/3/2025	38.81
1000-52-52100-514010-00000000-	CFN-41987	FUELING TRANS DATED 052325	90007220	6/3/2025	97.01
1000-52-52100-514010-00000000-	CFN-41987	FUELING TRANS DATED 052325	90007220	6/3/2025	372.60
1000-52-52100-514010-00000000-	CFN-41987	FUELING TRANS DATED 052325	90007220	6/3/2025	79.12
1000-52-52100-514010-00000000-	CFN-41987	FUELING TRANS DATED 052325	90007220	6/3/2025	105.02
1000-53-53400-514010-00000000-	CFN-41987	FUELING TRANS DATED 052325	90007220	6/3/2025	93.56
1000-55-55100-514010-00000000-	CFN-41987	FUELING TRANS DATED 052325	90007220	6/3/2025	37.95
1000-55-55400-514010-00000000-	CFN-41987	FUELING TRANS DATED 052325	90007220	6/3/2025	360.88
1000-70-70200-514010-00000000-	CFN-41987	FUELING TRANS DATED 052325	90007220	6/3/2025	67.48
1000-71-71100-514010-00000000-	CFN-41987	FUELING TRANS DATED 052325	90007220	6/3/2025	41.18
1000-72-00000-514010-00000000-	CFN-41987	FUELING TRANS DATED 052325	90007220	6/3/2025	157.57
1000-30-30100-514010-00000000-	CFN-42000	FUELING TRANS DATED 052425	90007220	6/3/2025	23.53
1000-41-41100-514010-00000000-	CFN-42000	FUELING TRANS DATED 052425	90007220	6/3/2025	2,170.98
1000-41-41100-514010-00000000-	CFN-42000	FUELING TRANS DATED 052425	90007220	6/3/2025	54.34
1000-41-41100-514010-00000000-	CFN-42000	FUELING TRANS DATED 052425	90007220	6/3/2025	133.82
1000-42-42100-514010-00000000-	CFN-42000	FUELING TRANS DATED 052425	90007220	6/3/2025	384.56
1000-42-42100-514010-00000000-	CFN-42000	FUELING TRANS DATED 052425	90007220	6/3/2025	24.47
1000-52-52100-514010-00000000-	CFN-42000	FUELING TRANS DATED 052425	90007220	6/3/2025	35.29
1000-55-55400-514010-00000000-	CFN-42000	FUELING TRANS DATED 052425	90007220	6/3/2025	37.86
1000-71-71100-514010-00000000-	CFN-42000	FUELING TRANS DATED 052425	90007220	6/3/2025	47.04
1000-30-30100-514010-00000000-	CFN-42007	FUELING TRANS DATED 052525	90007220	6/3/2025	30.50
1000-41-41100-514010-00000000-	CFN-42007	FUELING TRANS DATED 052525	90007220	6/3/2025	2,256.78
1000-41-41100-514010-00000000-	CFN-42007	FUELING TRANS DATED 052525	90007220	6/3/2025	43.65
1000-41-41100-514010-00000000-	CFN-42007	FUELING TRANS DATED 052525	90007220	6/3/2025	161.74
1000-42-42100-514010-00000000-	CFN-42007	FUELING TRANS DATED 052525	90007220	6/3/2025	223.75
1000-52-52100-514010-00000000-	CFN-42007	FUELING TRANS DATED 052525	90007220	6/3/2025	22.90
1000-52-52100-514010-00000000-	CFN-42007	FUELING TRANS DATED 052525	90007220	6/3/2025	17.72
1000-55-55400-514010-00000000-	CFN-42007	FUELING TRANS DATED 052525	90007220	6/3/2025	54.54
1000-75-75100-514010-00000000-	CFN-42007	FUELING TRANS DATED 052525	90007220	6/3/2025	35.94
1000-41-41100-514010-00000000-	CFN-42013	FUELING TRANS DATED 052625	90007220	6/3/2025	2,202.31
1000-41-41100-514010-00000000-	CFN-42013	FUELING TRANS DATED 052625	90007220	6/3/2025	148.80
1000-41-41100-514010-00000000-	CFN-42013	FUELING TRANS DATED 052625	90007220	6/3/2025	255.78
1000-42-42100-514010-00000000-	CFN-42013	FUELING TRANS DATED 052625	90007220	6/3/2025	483.45
1000-42-42100-514010-00000000-	CFN-42013	FUELING TRANS DATED 052625	90007220	6/3/2025	17.12

1000-72-00000-514010-00000000-	CFN-42035	FUELING TRANS DATED 052825	90007220	6/3/2025	105.66
1000-74-74100-514010-00000000-	CFN-42035	FUELING TRANS DATED 052825	90007220	6/3/2025	34.19
1000-75-75100-514010-00000000-	CFN-42035	FUELING TRANS DATED 052825	90007220	6/3/2025	62.05
1000-75-75100-514010-00000000-	CFN-42035	FUELING TRANS DATED 052825	90007220	6/3/2025	130.80
1000-00-00000-140101-00000000-	INV-220862	OIL	90007220	6/3/2025	8,469.60
1000-55-55400-514010-00000000-	INV-221060	POP: 05/20/25 -FY25 Q3-FUEL BLANKET-PWS MAINT	90007220	6/3/2025	1,524.12
1000-00-00000-610039-00000000-	CFN-42053	FUELING TRANS DATED 052925	90007220	6/3/2025	183.96
1000-10-00000-514010-00000000-	CFN-42053	FUELING TRANS DATED 052925	90007220	6/3/2025	27.69
1000-14-14100-514010-00000000-	CFN-42053	FUELING TRANS DATED 052925	90007220	6/3/2025	316.69
1000-15-15100-514010-00000000-	CFN-42053	FUELING TRANS DATED 052925	90007220	6/3/2025	58.07
1000-30-30100-514010-00000000-	CFN-42053	FUELING TRANS DATED 052925	90007220	6/3/2025	21.30
1000-30-30100-514010-00000000-	CFN-42053	FUELING TRANS DATED 052925	90007220	6/3/2025	36.64
1000-41-41100-514010-00000000-	CFN-42053	FUELING TRANS DATED 052925	90007220	6/3/2025	2,859.53
1000-41-41100-514010-00000000-	CFN-42053	FUELING TRANS DATED 052925	90007220	6/3/2025	296.03
1000-41-41100-514010-00000000-	CFN-42053	FUELING TRANS DATED 052925	90007220	6/3/2025	41.73
1000-41-41100-514010-00000000-	CFN-42053	FUELING TRANS DATED 052925	90007220	6/3/2025	252.00
1000-42-42100-514010-00000000-	CFN-42053	FUELING TRANS DATED 052925	90007220	6/3/2025	595.50
1000-42-42100-514010-00000000-	CFN-42053	FUELING TRANS DATED 052925	90007220	6/3/2025	135.28
1000-50-00000-514010-00000000-	CFN-42053	FUELING TRANS DATED 052925	90007220	6/3/2025	117.09
1000-51-00000-514010-00000000-	CFN-42053	FUELING TRANS DATED 052925	90007220	6/3/2025	109.65
1000-52-52100-514010-00000000-	CFN-42053	FUELING TRANS DATED 052925	90007220	6/3/2025	51.75
1000-52-52100-514010-00000000-	CFN-42053	FUELING TRANS DATED 052925	90007220	6/3/2025	191.74
1000-52-52100-514010-00000000-	CFN-42053	FUELING TRANS DATED 052925	90007220	6/3/2025	353.01
1000-52-52100-514010-00000000-	CFN-42053	FUELING TRANS DATED 052925	90007220	6/3/2025	109.22
1000-52-52100-514010-00000000-	CFN-42053	FUELING TRANS DATED 052925	90007220	6/3/2025	193.47
1000-52-52100-514010-00000000-	CFN-42053	FUELING TRANS DATED 052925	90007220	6/3/2025	82.18
1000-52-52100-514010-00000000-	CFN-42053	FUELING TRANS DATED 052925	90007220	6/3/2025	142.43
1000-52-52100-514010-00000000-	CFN-42053	FUELING TRANS DATED 052925	90007220	6/3/2025	34.08
1000-52-52100-514010-00000000-	CFN-42053	FUELING TRANS DATED 052925	90007220	6/3/2025	176.85
1000-52-52100-514010-00000000-	CFN-42053	FUELING TRANS DATED 052925	90007220	6/3/2025	79.96
1000-53-53200-514010-00000000-	CFN-42053	FUELING TRANS DATED 052925	90007220	6/3/2025	37.68
1000-53-53400-514010-00000000-	CFN-42053	FUELING TRANS DATED 052925	90007220	6/3/2025	49.38
1000-55-55100-514010-00000000-	CFN-42053	FUELING TRANS DATED 052925	90007220	6/3/2025	35.55
1000-55-55300-514010-00000000-	CFN-42053	FUELING TRANS DATED 052925	90007220	6/3/2025	727.72
1000-55-55400-514010-00000000-	CFN-42053	FUELING TRANS DATED 052925	90007220	6/3/2025	926.84
1000-70-70200-514010-00000000-	CFN-42053	FUELING TRANS DATED 052925	90007220	6/3/2025	102.85
1000-71-71100-514010-00000000-	CFN-42053	FUELING TRANS DATED 052925	90007220	6/3/2025	232.27
1000-71-71100-514010-00000000-	CFN-42053	FUELING TRANS DATED 052925	90007220	6/3/2025	24.26
1000-72-00000-514010-00000000-	CFN-42053	FUELING TRANS DATED 052925	90007220	6/3/2025	170.98
1000-73-73100-514010-00000000-	CFN-42053	FUELING TRANS DATED 052925	90007220	6/3/2025	41.77
1000-75-75100-514010-00000000-	CFN-42053	FUELING TRANS DATED 052925	90007220	6/3/2025	77.11
1000-75-75100-514010-00000000-	CFN-42053	FUELING TRANS DATED 052925	90007220	6/3/2025	151.27
1000-00-00000-610039-00000000-	CFN-42073	FUELING TRANS DATED 053025	90007220	6/3/2025	10.92
1000-12-12100-514010-00000000-	CFN-42073	FUELING TRANS DATED 053025	90007220	6/3/2025	24.16
1000-14-14100-514010-00000000-	CFN-42073	FUELING TRANS DATED 053025	90007220	6/3/2025	209.42
1000-15-15100-514010-00000000-	CFN-42073	FUELING TRANS DATED 053025	90007220	6/3/2025	59.93
1000-17-17100-514010-00000000-	CFN-42073	FUELING TRANS DATED 053025	90007220	6/3/2025	19.32
1000-30-30100-514010-00000000-	CFN-42073	FUELING TRANS DATED 053025	90007220	6/3/2025	176.49
1000-30-30100-514010-00000000-	CFN-42073	FUELING TRANS DATED 053025	90007220	6/3/2025	38.24
1000-41-41100-514010-00000000-	CFN-42073	FUELING TRANS DATED 053025	90007220	6/3/2025	3,017.96
1000-41-41100-514010-00000000-	CFN-42073	FUELING TRANS DATED 053025	90007220	6/3/2025	240.35
1000-41-41100-514010-00000000-	CFN-42073	FUELING TRANS DATED 053025	90007220	6/3/2025	206.79
1000-42-42100-514010-00000000-	CFN-42073	FUELING TRANS DATED 053025	90007220	6/3/2025	634.47
1000-42-42100-514010-00000000-	CFN-42073	FUELING TRANS DATED 053025	90007220	6/3/2025	172.90
1000-42-42100-514010-00000000-	CFN-42073	FUELING TRANS DATED 053025	90007220	6/3/2025	27.75
1000-50-00000-514010-00000000-	CFN-42073	FUELING TRANS DATED 053025	90007220	6/3/2025	44.33
1000-51-00000-514010-00000000-	CFN-42073	FUELING TRANS DATED 053025	90007220	6/3/2025	56.52
1000-52-52100-514010-00000000-	CFN-42073	FUELING TRANS DATED 053025	90007220	6/3/2025	9.67
1000-52-52100-514010-00000000-	CFN-42073	FUELING TRANS DATED 053025	90007220	6/3/2025	107.76
1000-52-52100-514010-00000000-	CFN-42073	FUELING TRANS DATED 053025	90007220	6/3/2025	285.13
1000-52-52100-514010-00000000-	CFN-42073	FUELING TRANS DATED 053025	90007220	6/3/2025	49.16

	1000-52-52100-514010-00000000-	CFN-42073	FUELING TRANS DATED 053025	90007220	6/3/2025	108.65
	1000-52-52100-514010-00000000-	CFN-42073	FUELING TRANS DATED 053025	90007220	6/3/2025	57.57
	1000-52-52100-514010-00000000-	CFN-42073	FUELING TRANS DATED 053025	90007220	6/3/2025	51.22
	1000-52-52100-514010-00000000-	CFN-42073	FUELING TRANS DATED 053025	90007220	6/3/2025	22.07
	1000-53-53400-514010-00000000-	CFN-42073	FUELING TRANS DATED 053025	90007220	6/3/2025	87.19
	1000-55-55100-514010-00000000-	CFN-42073	FUELING TRANS DATED 053025	90007220	6/3/2025	42.42
	1000-55-55100-514010-00000000-	CFN-42073	FUELING TRANS DATED 053025	90007220	6/3/2025	30.66
	1000-55-55300-514010-00000000-	CFN-42073	FUELING TRANS DATED 053025	90007220	6/3/2025	112.52
	1000-55-55400-514010-00000000-	CFN-42073	FUELING TRANS DATED 053025	90007220	6/3/2025	128.98
	1000-70-70200-514010-00000000-	CFN-42073	FUELING TRANS DATED 053025	90007220	6/3/2025	166.34
	1000-71-71100-514010-00000000-	CFN-42073	FUELING TRANS DATED 053025	90007220	6/3/2025	83.20
	1000-72-00000-514010-00000000-	CFN-42073	FUELING TRANS DATED 053025	90007220	6/3/2025	204.84
	1000-73-73100-514010-00000000-	CFN-42073	FUELING TRANS DATED 053025	90007220	6/3/2025	18.07
	1000-74-74100-514010-00000000-	CFN-42073	FUELING TRANS DATED 053025	90007220	6/3/2025	35.93
	1000-75-75100-514010-00000000-	CFN-42073	FUELING TRANS DATED 053025	90007220	6/3/2025	92.87
	1000-75-75100-514010-00000000-	CFN-42073	FUELING TRANS DATED 053025	90007220	6/3/2025	112.98
	1000-30-30100-514010-00000000-	CFN-42093	FUELING TRANS DATED 053125	90007220	6/3/2025	25.06
	1000-41-41100-514010-00000000-	CFN-42093	FUELING TRANS DATED 053125	90007220	6/3/2025	2,298.03
	1000-41-41100-514010-00000000-	CFN-42093	FUELING TRANS DATED 053125	90007220	6/3/2025	56.22
	1000-41-41100-514010-00000000-	CFN-42093	FUELING TRANS DATED 053125	90007220	6/3/2025	145.33
	1000-42-42100-514010-00000000-	CFN-42093	FUELING TRANS DATED 053125	90007220	6/3/2025	353.69
	1000-50-00000-514010-00000000-	CFN-42093	FUELING TRANS DATED 053125	90007220	6/3/2025	61.86
	1000-53-53400-514010-00000000-	CFN-42093	FUELING TRANS DATED 053125	90007220	6/3/2025	17.99
	1000-55-55100-514010-00000000-	CFN-42093	FUELING TRANS DATED 053125	90007220	6/3/2025	37.58
	1000-30-30100-514010-00000000-	CFN-42262	FUELING TRANS DATED 060125	90007220	6/3/2025	29.25
	1000-41-41100-514010-00000000-	CFN-42262	FUELING TRANS DATED 060125	90007220	6/3/2025	2,417.49
	1000-41-41100-514010-00000000-	CFN-42262	FUELING TRANS DATED 060125	90007220	6/3/2025	63.97
	1000-41-41100-514010-00000000-	CFN-42262	FUELING TRANS DATED 060125	90007220	6/3/2025	35.72
	1000-41-41100-514010-00000000-	CFN-42262	FUELING TRANS DATED 060125	90007220	6/3/2025	103.00
	1000-42-42100-514010-00000000-	CFN-42262	FUELING TRANS DATED 060125	90007220	6/3/2025	356.20
	1000-50-00000-514010-00000000-	CFN-42262	FUELING TRANS DATED 060125	90007220	6/3/2025	41.99
	1000-52-52100-514010-00000000-	CFN-42262	FUELING TRANS DATED 060125	90007220	6/3/2025	22.98
	1000-52-52100-514010-00000000-	CFN-42262	FUELING TRANS DATED 060125	90007220	6/3/2025	40.42
	1000-53-53400-514010-00000000-	CFN-42262	FUELING TRANS DATED 060125	90007220	6/3/2025	10.03
	Total Paid by Vendor					166,188.84
EAGLE CONSULTING LLC	1000-14-14100-515790-00000000-	11938	POP: 04/04/25-04/30/25- FOR LEADERSHIP TRAINING	105130	6/3/2025	3,187.50
	Total Paid by Vendor					3,187.50
EASTSIDE DEVELOPMENT GROUP INC	1000-41-41110-515370-00000000-	06012025	POP:06/01/25-06/30/25 NAMACC MANAGEMENT SVCS	90007075	5/20/2025	13,250.00
	Total Paid by Vendor					13,250.00
EDMOND BAUGH	1000-19-00000-515190-00000000-	SETTL CL FY25-144	SETTL CLAIM FY25-144	105010	5/27/2025	685.24
	Total Paid by Vendor					685.24
ELISSA H GREEN	1000-43-00000-515370-00000000-	SUBJUDGE 052225-PM	POP: 05/22/25- PM DOCKET, SUB JUDGE SERVICES FY25	105131	6/3/2025	367.50
	Total Paid by Vendor					367.50
ELITE EMBROIDERY AND SCREEN PRINT LLC	1000-41-41305-515340-00000000-	59990	CITIZENS ACADEMY SHIRTS	104885	5/20/2025	306.00
	Total Paid by Vendor					306.00
ELWOOD STAFFING SERVICES, INC	1000-16-16100-515370-00000000-	3460058	POP: 05/05/25 -05/11/25-FOR TEMPORARY EMPLOYEES	90007076	5/20/2025	898.89
	1000-16-16300-515370-00000000-	3460057	POP: 05/05/25 -05/11/25 -TEMPORARY EMPLOYEES	90007076	5/20/2025	531.36
	1000-50-00000-515370-00000000-	3460052	POP: 05/05/25 - 05/11/25 -WAGES FOR TEMP EMPLOYEES	90007076	5/20/2025	819.78
	1000-50-00000-515370-00000000-	3444749	POP: 04/28/25-05/04/25-WAGES FOR TEMP EMPLOYEES	90007076	5/20/2025	930.51
	1000-53-53200-515370-00000000-	3444750	POP: 04/28/25 - 05/04/25 TEMP STAFFING FOR PARKING	90007076	5/20/2025	750.00
	1000-52-52100-515370-00000000-	3460072	POP: 05/05/25-05/11/25 LM TEMP PERSONNEL	90007076	5/20/2025	9,382.07
	1000-52-52100-515370-00000000-	3460056	POP: 05/05/25-05/11/25 LM TEMP PERSONNEL	90007076	5/20/2025	1,777.13
	1000-52-52100-515370-00000000-	3460055	POP: 05/05/25-05/11/25 LM TEMP PERSONNEL	90007076	5/20/2025	370.94
	1000-52-52100-515370-00000000-	3460071	POP: 05/05/25-05/11/25 LM TEMP PERSONNEL	90007076	5/20/2025	2,024.68
	1000-52-52100-515370-00000000-	3460070	POP: 05/05/25-05/11/25 LM TEMP PERSONNEL	90007076	5/20/2025	2,130.18
	1000-52-52100-515370-00000000-	3460069	POP: 05/05/25-05/11/25 LM TEMP PERSONNEL	90007076	5/20/2025	12,132.77
	1000-52-52100-515370-00000000-	3460063	POP: 05/05/25-05/11/25 LM TEMP PERSONNEL	90007076	5/20/2025	7,563.38
	1000-52-52100-515370-00000000-	3460060	POP: 05/05/25-05/11/25 LM TEMP PERSONNEL	90007076	5/20/2025	160.68
	1000-53-53200-515370-00000000-	3460053	POP:05/05/05-05/11/25 TEMP STAFFING FOR PARKING	90007076	5/20/2025	750.00
	1000-52-52100-515370-00000000-	3460364	POP: 05/12/25-05/18/25-LM TEMP PERSONNEL - 3RD QTR	90007221	6/3/2025	3,099.28
	1000-52-52100-515370-00000000-	3460363	POP:05/12/25-05/18/25-LM TEMP PERSONNEL - 3RD QTR	90007221	6/3/2025	326.01

	1000-52-52100-515370-00000000-	3460369	POP:05/12/25-05/18/25-LM TEMP PERSONNEL - 3RD QTR	90007221	6/3/2025	8,157.43
	1000-52-52100-515370-00000000-	3460375	POP:05/12/25-05/18/25-LM TEMP PERSONNEL - 3RD QTR	90007221	6/3/2025	1,804.92
	1000-52-52100-515370-00000000-	3460374	POP:05/12/25-05/18/25-LM TEMP PERSONNEL - 3RD QTR	90007221	6/3/2025	12,931.31
	1000-52-52100-515370-00000000-	3460376	POP:05/12/25-05/18/25-LM TEMP PERSONNEL - 3RD QTR	90007221	6/3/2025	5,972.80
	1000-52-52100-515370-00000000-	3460377	POP:05/12/25-05/18/25-LM TEMP PERSONNEL - 3RD QTR	90007221	6/3/2025	7,736.89
	1000-16-16100-515370-00000000-	3460366	POP: 05/12/25 -05/18/25-FOR TEMPORARY EMPLOYEES	90007221	6/3/2025	885.60
	1000-16-16300-515370-00000000-	3460365	POP: 05/12/25 -05/18/25-FOR TEMPORARY EMPLOYEES	90007221	6/3/2025	531.36
	1000-53-53200-515370-00000000-	3460361	POP: 05/12/25-05/18/25 - TEMP STAFFING FOR PARKING	90007221	6/3/2025	750.00
	1000-50-00000-515370-00000000-	3460360	POP: 05/12/25 - 05/18/25-WAGES FOR TEMP EMPLOYEES	90007221	6/3/2025	993.70
	1000-53-53200-515370-00000000-	3470268	POP: 05/19/25-05/25/25-TEMP STAFFING FOR PARKING	90007221	6/3/2025	750.00
	1000-52-52100-515370-00000000-	3470282	POP: 05/19/25-05/25/25-LM TEMP PERSONNEL - 3RD QTR	90007221	6/3/2025	5,805.06
	1000-52-52100-515370-00000000-	3470281	POP: 05/19/25-05/25/25-LM TEMP PERSONNEL - 3RD QTR	90007221	6/3/2025	1,783.28
	1000-52-52100-515370-00000000-	3470280	POP: 05/19/25-05/25/25-LM TEMP PERSONNEL - 3RD QTR	90007221	6/3/2025	13,425.27
	1000-52-52100-515370-00000000-	3470276	POP: 05/19/25-05/25/25-LM TEMP PERSONNEL - 3RD QTR	90007221	6/3/2025	7,735.41
	1000-52-52100-515370-00000000-	3470270	POP: 05/19/25-05/25/25-LM TEMP PERSONNEL - 3RD QTR	90007221	6/3/2025	940.95
	1000-52-52100-515370-00000000-	3470271	POP: 05/19/25-05/25/25-LM TEMP PERSONNEL - 3RD QTR	90007221	6/3/2025	2,100.16
	1000-52-52100-515370-00000000-	3470283	POP: 05/19/25-05/25/25-LM TEMP PERSONNEL - 3RD QTR	90007221	6/3/2025	8,138.40
	1000-16-16100-515370-00000000-	3470273	POP: 05/19/25-05/25/25-TEMPORARY EMPLOYEES	90007221	6/3/2025	852.39
	1000-16-16300-515370-00000000-	3470272	POP: 05/19/25-05/25/25-TEMPORARY EMPLOYEES	90007221	6/3/2025	531.36
	1000-50-00000-515370-00000000-	3470267	POP: 05/19/25 -05/25/25-WAGES FOR TEMP EMPLOYEES	90007221	6/3/2025	896.21
	Total Paid by Vendor					126,370.16
EMERGENCY EQUIPMENT PROFESSIONALS INC	1000-42-42100-513040-00000000-	515296	FY2025 SCBA REPAIR AND AIR SAMPLES-BLANKET	104886	5/20/2025	334.00
	1000-15-15100-513030-00000000-	515294	COM TX 051225/515294	104886	5/20/2025	145.00
	1000-15-15100-513030-00000000-	515295	COM TX 051225/515295	104886	5/20/2025	145.00
	1000-42-42100-515050-00000000-	515570	SCBA SCOTT ADAPTERS	104886	5/20/2025	1,567.50
	1000-15-15100-513030-00000000-	515746	COM TX 052725/515746	105133	6/3/2025	793.75
	1000-15-15100-513030-00000000-	515746	COM TX 052725/515746	105133	6/3/2025	600.71
	1000-15-15100-513030-00000000-	515746	COM TX 052725/515746	105133	6/3/2025	17.25
	Total Paid by Vendor					3,603.21
EMPLOYEES RETIREMENT SYSTEM OF ALABAMA	1000-00-00000-210270-00000000-	402718	Payroll Run 1 - Warrant 250511	104824	5/14/2025	12,906.16
	1000-00-00000-210270-00000000-	404460	Payroll Run 1 - Warrant 250525	105070	5/28/2025	12,961.16
	Total Paid by Vendor					25,867.32
EUGENE THURMAN	1000-19-00000-515190-00000000-	SETTL CL FY25-097	SETTL CLAIM FY25-097	105137	6/3/2025	2,274.51
	Total Paid by Vendor					2,274.51
EWING IRRIGATION PRODUCTS INC	1000-52-52200-513010-00000000-	25943727	PINE STRAW FOR SPECIAL EVENTS (BLANKET)	104888	5/20/2025	5,650.00
	1000-51-00000-515340-00000000-	26124224	WHEAT STRAW FOR CEMETERY (BLANKET)	105138	6/3/2025	300.00
	Total Paid by Vendor					5,950.00
FELLOWS INC	1000-42-42100-515340-00000000-	713877	OFFICE FURNITURE FOR FIRE STATION #1	105134	6/3/2025	2,149.40
	Total Paid by Vendor					2,149.40
FLORIDA STATE DISBURSEMENT UNIT	1000-00-00000-210180-00000000-	402735	Payroll Run 1 - Warrant 250511	104831	5/14/2025	132.46
	1000-00-00000-210180-00000000-	404477	Payroll Run 1 - Warrant 250525	105077	5/29/2025	132.46
	Total Paid by Vendor					264.92
FREIGHTLINER OF ARIZONA LLC	1000-15-15100-513030-00000000-	RA380014952:01	COM TX 051625/RA380014952:01	104982	5/20/2025	828.00
	1000-15-15100-513030-00000000-	RA380014952:01	COM TX 051625/RA380014952:01	104982	5/20/2025	114.36
	1000-15-15100-513030-00000000-	RA380015089:01	COM TX 052825/RA380015089:01	105235	6/3/2025	289.80
	1000-15-15100-513030-00000000-	RA380015089:01	COM TX 052825/RA380015089:01	105235	6/3/2025	49.78
	Total Paid by Vendor					1,281.94
GALLS LLC	1000-41-41100-515670-00000000-	030913388	2025 UNIFORM ALLOWANCE- BLANKET PO	90007079	5/20/2025	362.32
	1000-41-41100-515670-00000000-	030957093	2025 UNIFORM ALLOWANCE- BLANKET PO	90007079	5/20/2025	35.00
	1000-41-41100-515670-00000000-	030988381	2025 UNIFORM ALLOWANCE- BLANKET PO	90007079	5/20/2025	31.00
	1000-41-41100-515670-00000000-	031076372	2025 UNIFORM ALLOWANCE- BLANKET PO	90007079	5/20/2025	68.40
	1000-41-41100-515670-00000000-	031000403	2025 UNIFORM ALLOWANCE- BLANKET PO	90007079	5/20/2025	35.00
	1000-41-41100-515670-00000000-	031017015	2025 UNIFORM ALLOWANCE- BLANKET PO	90007079	5/20/2025	252.72
	1000-41-41100-515670-00000000-	030914390	2025 UNIFORM ALLOWANCE- BLANKET PO	90007079	5/20/2025	310.82
	1000-41-41100-515670-00000000-	030914270	2025 UNIFORM ALLOWANCE- BLANKET PO	90007079	5/20/2025	28.36
	1000-41-41100-515670-00000000-	030914116	2025 UNIFORM ALLOWANCE- BLANKET PO	90007079	5/20/2025	205.86
	1000-41-41100-515670-00000000-	030914219	2025 UNIFORM ALLOWANCE- BLANKET PO	90007079	5/20/2025	329.92
	1000-41-41100-515670-00000000-	030913639	2025 UNIFORM ALLOWANCE- BLANKET PO	90007079	5/20/2025	281.59
	1000-41-41100-515670-00000000-	030928815	2025 UNIFORM ALLOWANCE- BLANKET PO	90007079	5/20/2025	8.10
	1000-41-41100-515670-00000000-	030926061	2025 UNIFORM ALLOWANCE- BLANKET PO	90007079	5/20/2025	193.82
	1000-41-41100-515670-00000000-	030927329	2025 UNIFORM ALLOWANCE- BLANKET PO	90007079	5/20/2025	72.91

	1000-41-41100-515670-00000000-	031195193	2025 UNIFORM ALLOWANCE- BLANKET PO	90007079	5/20/2025	276.00
	1000-41-41100-515670-00000000-	031194411	CREDIT FOR GALLS PO 20252045	90007079	5/20/2025	-152.48
	Total Paid by Vendor					21,274.83
GARY W LACKEY	1000-19-00000-515190-00000000-	SETT CL# FY24-099	SETTLEMENT OF CL#FY24-099 RES. NO. 25-414	105141	6/3/2025	7,550.00
	Total Paid by Vendor					7,550.00
GEN-CO INC	1000-14-14300-513010-00000000-	51201	POP:03/04/,04/14,05/09/25- REPAIRS & PREVENTATIVE	104889	5/20/2025	520.00
	1000-14-14300-513010-00000000-	51171	POP:02/20/25 & 05/08/25 REPAIRS & PREVENTATIVE MAI	104889	5/20/2025	130.00
	1000-14-14300-513010-00000000-	51008.27	POP:05/07/25-GENERATOR REPAIRS & PREVENTATIVE MAI	104889	5/20/2025	525.00
	1000-14-14300-513010-00000000-	51008.28	POP: 05/07/25 GENERATOR REPAIRS & PREVENTATIVE MAI	104889	5/20/2025	525.00
	1000-14-14300-513010-00000000-	51008.31	POP: 05/07/25-GENERATOR REPAIRS & PREVENTATIVE MAI	104889	5/20/2025	525.00
	1000-14-14300-513010-00000000-	51008.26	POP: 05/09/25 GENERATOR REPAIRS & PREVENTATIVE MAI	104889	5/20/2025	1,800.00
	1000-14-14300-513010-00000000-	51408	POP:05/08 & 05/19/25GEN REPAIRS & PREVENTATIVE MAI	105142	6/3/2025	869.69
	1000-14-14300-513010-00000000-	51352	POP: 05/08/25-GENERATOR REPAIRS & PREVENTATIVE MAI	105142	6/3/2025	2,744.39
	Total Paid by Vendor					7,639.08
GEORGE DRURY FLOWERS	1000-41-41100-515340-00000000-	REF RCPT #366011	REF FOR UNAVAILABLE BODY-WORN CAMERA VIDEO FOOTAGE	105143	6/3/2025	75.00
	Total Paid by Vendor					75.00
GOODYEAR SERVICE STORES	1000-15-15100-513030-00000000-	0000040229	COM TX 051625/40229	104891	5/20/2025	2,270.72
	1000-00-00000-140101-00000000-	0000040186	TIRE	104891	5/20/2025	3,025.60
	1000-00-00000-140101-00000000-	0000040187	TIRE	104891	5/20/2025	2,140.72
	1000-00-00000-140101-00000000-	0000040267	TIRE	104891	5/20/2025	2,270.72
	1000-00-00000-140101-00000000-	0000040294	TIRE	105144	6/3/2025	3,025.60
	1000-00-00000-140101-00000000-	0000040361	TIRE	105144	6/3/2025	2,270.72
	1000-00-00000-140101-00000000-	0000040371	TIRE	105144	6/3/2025	3,025.60
	1000-15-15100-513030-00000000-	0000040339	COM TX 053025/40339	105144	6/3/2025	524.00
	Total Paid by Vendor					18,553.68
GORRIE REGAN & ASSOCIATES	1000-53-53200-513010-PK1040XX-	64286	POP:05/19/25 GARAGE O - MIDDLE EXIT MACHINE MOVE	90007081	5/20/2025	1,356.23
	Total Paid by Vendor					1,356.23
GOVERNMENT FINANCE OFFICERS ASSOCIATION OF ALABAMA	1000-13-13100-515340-00000000-	040125-P.SMITH	POP:2025-2026 ANNUAL FEES FOR GFOAA FOR P. SMITH	104890	5/20/2025	100.00
	Total Paid by Vendor					100.00
GRANITE MOUNTAIN INDUSTRIES	1000-41-41250-520500-00000000-	1442.1-1	SWAT BREACHING KIT	105011	5/27/2025	25,000.00
	1000-41-41303-520500-00000000-	1442.1-1	SWAT BREACHING KIT	105011	5/27/2025	461.15
	Total Paid by Vendor					25,461.15
GRAYBAR ELECTRIC COMPANY	1000-14-14300-515610-00000000-	9341994607	BUCKET TRUCK TOOL APRON	104893	5/20/2025	188.65
	1000-14-14300-515610-00000000-	9341994609	TOOLS FOR CHRIS GIPSON	104893	5/20/2025	53.24
	1000-14-14300-513010-00000000-	9341994605	EV CHARGER - COH WO# 191175 LOC# 660	104893	5/20/2025	890.00
	1000-14-14300-513010-00000000-	9342006447	MID CITY BANNER ARMS	104893	5/20/2025	5,556.80
	1000-14-14300-513010-00000000-	9341583487	MID CITY BANNER ARMS	104893	5/20/2025	300.00
	1000-14-14300-513010-00000000-	9342071605	ELECTRICAL MATERIALS FOR FS 18 GENERATOR	105012	5/27/2025	154.50
	Total Paid by Vendor					7,143.19
HALLIBURTON SURVEYING & MAPPING LLC	1000-14-14100-515370-00000000-	2504701	POP: 05/01/25 - ALTA SURVEY-FEDERAL COURT HOUSE	105147	6/3/2025	9,400.00
	Total Paid by Vendor					9,400.00
HARDIMAN REMEDIATION SERVICES INC	1000-14-14300-513010-00000000-	3517	POP: 05/05/25 - ASBESTOS REMOVAL - FS#3	104896	5/20/2025	8,800.00
	Total Paid by Vendor					8,800.00
HDR ENGINEERING INC	1000-74-74100-515370-PN200003-00003	1200713611	POP: 08/21/24-03/31/25-HTC ADV PLANNING ADDITL SER	105152	6/3/2025	18,291.92
	Total Paid by Vendor					18,291.92
HELEN MARIE FORD	1000-30-30200-515370-00000000-	H.FORD 043025	POP:04/02/25-04/30/25-EXERC INSTRUCTOR AT THE JLC	90007083	5/20/2025	135.90
	1000-30-30200-515370-00000000-	H.FORD 052925	POP:05/08/25-05/12/25-EXERC INSTRUCTOR AT THE JLC	90007230	6/3/2025	45.30
	Total Paid by Vendor					181.20
HELM INC	1000-17-17100-515250-00000000-	INVH52352	POP:06/10/25-06/15/26 FORD IDS SW LIC SUP GS/FLEET	105153	6/3/2025	800.00
	Total Paid by Vendor					800.00
HERITAGE LANDSCAPE SUPPLY GROUP, INC	1000-52-52500-513010-00000000-	0020705224-001	24,D & ELEMENT CHEMICAL - WEST	90007084	5/20/2025	621.00
	1000-52-52300-513010-00000000-	0020676478-001	SPEEDZONE CHEMICAL FOR IRRIGATION	90007084	5/20/2025	2,673.00
	1000-52-52500-513010-00000000-	0020675683-001	REVOLVER CHEMICAL FOR WEST MAINT	90007084	5/20/2025	916.59
	1000-52-52600-513010-00000000-	0020675734-001	CHEMICALS FOR NORTH MAINT	90007162	5/27/2025	5,385.90
	1000-52-52600-513010-00000000-	0019851933-001	24D, REVOLVER, NUFARM CHEMICALS - NORTH	90007231	6/3/2025	2,769.65
	Total Paid by Vendor					12,366.14
HIGGINBOTHAM INSURANCE AGENCY, INC.	1000-00-00000-140200-00000000-	363964	POP: 10/31/24-10/31/25 - PROPERTY INSURANCE COH	90007085	5/20/2025	1,527.00
	Total Paid by Vendor					1,527.00
HILLS PET NUTRITION	1000-50-00000-515160-00000000-	253266705	DOG/CAT FOOD - BLANKET	104899	5/20/2025	347.66
	1000-50-00000-515160-00000000-	253342627	DOG/CAT FOOD - BLANKET	105154	6/3/2025	313.88
	1000-50-00000-515160-00000000-	253396320	DOG/CAT FOOD - BLANKET	105154	6/3/2025	239.42

	Total Paid by Vendor					900.96
HOLSTON GASES INC	1000-42-42100-515340-00000000-	582689	POP: 05/07/25 - O2 AND PROPANE REFILL	104900	5/20/2025	108.03
	1000-42-42100-515340-00000000-	594208	FY2025 - O2 AND PROPANE REFILL BLANKET	104900	5/20/2025	58.17
	1000-30-30600-515340-00000000-	13366M	POP: 05/07/25 - C02 FOR HSV AQUATICS CENTER	105015	5/27/2025	387.60
	1000-30-30600-515340-00000000-	12551M	POP: 05/14/25 -FOR C02-SHOWERS	105155	6/3/2025	136.80
	1000-30-30600-515340-00000000-	13394M	POP: 05/12/25 -C02 FOR HSV AQUATICS CENTER	105155	6/3/2025	183.60
	1000-42-42100-515340-00000000-	606005	POP: 05/21/25 - O2 AND PROPANE REFILL	105155	6/3/2025	124.65
	Total Paid by Vendor					998.85
HOME DEPOT USA INC	1000-53-53200-515340-00000000-	863965760	MAINTENANCE SUPPLIES	104901	5/20/2025	1,704.26
	1000-53-53200-515340-00000000-	863965778	MAINTENANCE SUPPLIES	104901	5/20/2025	443.17
	1000-52-52500-513010-00000000-	864391651	CAN LINERS FOR WEST MAINT	104901	5/20/2025	1,711.00
	1000-53-53200-515340-00000000-	863965794	MAINTENANCE SUPPLIES	104901	5/20/2025	187.13
	1000-53-53200-515340-00000000-	863965786	MAINTENANCE SUPPLIES	104901	5/20/2025	78.81
	1000-53-53200-515340-00000000-	864391669	MAINTENANCE SUPPLIES	104901	5/20/2025	150.56
	1000-53-53200-515340-00000000-	865049373	MAINTENANCE SUPPLIES	104901	5/20/2025	186.83
	1000-55-55300-515340-00000000-	864391636	Y.COLLIER/4209 E. SCHRIMSHER LN/256-650-4344	104901	5/20/2025	33.59
	1000-55-55300-515340-00000000-	864391644	Y.COLLIER/4209 E. SCHRIMSHER LN/256-650-4344	104901	5/20/2025	22.20
	1000-51-00000-515340-00000000-	864609078	SUPPLIES FOR CEMETERY DEPARTMENT	104901	5/20/2025	213.48
	1000-50-00000-515340-00000000-	863251856	GINGER LOWE, 4950 TRIANA BLVD, 256-883-3630	104901	5/20/2025	52.74
	1000-51-00000-515340-00000000-	864830518	SUPPLIES FOR CEMETERY DEPARTMENT	105156	6/3/2025	232.08
	1000-50-00000-515340-00000000-	866301534	GINGER LOWE, 4950 TRIANA BLVD, 256-883-3630	105156	6/3/2025	261.00
	1000-50-00000-515340-00000000-	859572364	GINGER LOWE, 4950 TRIANA BLVD, 256-883-3630	105156	6/3/2025	52.74
	1000-55-55300-515340-00000000-	865887723	Y.COLLIER/4209 E. SCHRIMSHER LN/256-650-4344	105156	6/3/2025	189.63
	Total Paid by Vendor					5,519.22
HON GROUP	1000-41-41202-515340-00000000-	2477034	SOUTH PRECINCT CHAIRS	104902	5/20/2025	748.17
	1000-41-41201-515340-00000000-	2486484	SGT HOLMAN REPLACEMENT CHAIR	104902	5/20/2025	444.21
	Total Paid by Vendor					1,192.38
HOWARD INDUSTRIES INC	1000-17-17400-520200-00000000-	5326742025	305 FOUNTAIN CIR/T MEDLEN/256-705-3151	104903	5/20/2025	1,935.00
	Total Paid by Vendor					1,935.00
HUMPHRIES FARM & TURF SUPPLY INC	1000-52-52700-513010-00000000-	32317	RAPID DRY FOR SOUTH MAINT PARKS	104904	5/20/2025	909.00
	Total Paid by Vendor					909.00
HUNTSVILLE CITY SCHOOLS	1000-00-00000-425130-00000000-	MAY APP FY25	MAY APPROP, LESS HPD COST, LESS LEASE 2800 POPLAR	90007087	5/20/2025	-150,000.00
	1000-14-14100-515700-00000000-	MAY APP FY25	MAY APPROP, LESS HPD COST, LESS LEASE 2800 POPLAR	90007087	5/20/2025	-3,080.15
	Total Paid by Vendor					-153,080.15
HUNTSVILLE FENCE COMPANY	1000-14-14300-513010-00000000-	COH42225	POP:03/16/25-03/25/25 FENCE REPAIRS & MATERIALS	104906	5/20/2025	2,170.00
	Total Paid by Vendor					2,170.00
HUNTSVILLE MASTER CHORALE	1000-74-74400-515520-00000000-	HMC2425-001	POP: 05/31/25-MUSIC ECOSYSTEM - HSV MASTER CHORAL	90007235	6/3/2025	1,500.00
	Total Paid by Vendor					1,500.00
HUNTSVILLE PUBLIC DEFENDERS OFFICE LLC	1000-43-00000-515043-00000000-	IND DEF SERV-0525	POP:05/01/25- 05/31/25 HSV PUBLIC DEFENDERS OFFICE	90007232	6/3/2025	44,375.00
	Total Paid by Vendor					44,375.00
HUNTSVILLE UTILITIES	1000-53-53200-515700-PK1064XX-	2210103911400525	POP: 04/16/25 -05/15/25- UTILITY USAGE FOR GARAGES	105016	5/27/2025	149.04
	1000-53-00000-515700-PK1065XX-	2210104287720525	POP:04/12/25-05/13/25- UTILITY USAGE FOR GARAGES	105016	5/27/2025	722.70
	1000-53-53200-515700-PK1040XX-	2110100162110525	POP:04/22/25-05/21/25- SPRINKLER USAGE FOR GARAGES	105159	6/3/2025	77.87
	1000-53-53200-515700-PK1040XX-	2110100161900525	POP: 04/18/25-05/21/25- UTILITY USAGE FOR GARAGES	105159	6/3/2025	2,861.36
	1000-53-53200-515700-PK1066XX-	2110100173790525	POP: 04/17/25-05/19/25- UTILITY USAGE FOR GARAGES	105159	6/3/2025	144.61
	1000-53-53200-515700-PK1055XX-	2110100704510525	POP:04/18/25-05/19/25- UTILITY USAGE FOR GARAGES	105159	6/3/2025	197.20
	1000-53-53200-515700-PK1020XX-	2110100158330525	POP: 04/18/25-05/21/25- UTILITY USAGE FOR GARAGES	105159	6/3/2025	5,088.55
	1000-53-53200-515700-PK1030XX-	2110100717120525	POP: 04/22/25-05/20/25- UTILITY USAGE FOR GARAGES	105159	6/3/2025	23.19
	1000-53-53200-515700-PK1051XX-	2210103669460525	POP:04/21/25-05/21/25- UTILITY USAGE FOR GARAGE D	105159	6/3/2025	726.18
	1000-53-53200-515700-PK1051XX-	2210103669430525	POP:04/21/25-05/21/25- UTILITY USAGE FOR GARAGE D	105159	6/3/2025	84.07
	1000-53-53200-515700-PK1051XX-	2210103669510525	POP:04/21/25-05/21/25- UTILITY USAGE FOR GARAGE D	105159	6/3/2025	84.53
	1000-53-53200-515700-PK1051XX-	2210103669440525	POP:04/21/25-05/21/25- UTILITY USAGE FOR GARAGE D	105159	6/3/2025	173.67
	1000-53-53200-515700-PK1051XX-	2210103669400525	POP:04/21/25-05/21/25- UTILITY USAGE FOR GARAGE D	105159	6/3/2025	50.65
	1000-53-53200-515700-PK1051XX-	2210103669480525	POP:04/21/25-05/21/25- UTILITY USAGE FOR GARAGE D	105159	6/3/2025	77.87
	1000-53-53200-515700-PK1051XX-	2210103669500525	POP:04/18/25-05/19/25- UTILITY USAGE FOR GARAGE D	105159	6/3/2025	1,319.36
	1000-52-52100-515340-00000000-	24/25 HYDRANT PERMIT	HYDRANT PERMITS FOR NEW SWEEPERS	105159	6/3/2025	1,500.00
	1000-53-53200-515700-PK1060XX-	2210101320480525	POP: 04/22/25-05/23/25- UTILITY USAGE FOR GARAGES	105159	6/3/2025	3,087.70
	1000-53-53200-515700-PK1060XX-	2210101320470525	POP: 04/23/25-05/23/25- UTILITY USAGE FOR GARAGES	105159	6/3/2025	49.16
	1000-53-53200-515700-PK1020XX-	2110100159650525	POP: 04/22/25-05/21/2- SPRINKLER USAGE FOR GARAGES	105159	6/3/2025	77.87
	1000-70-70200-515700-00000000-	211010086635 5/20/25	UTILITY SERVICE 620 PEARL AVE NW (POP 4/17-5/2025)	105159	6/3/2025	143.22
	Total Paid by Vendor					16,638.80

ICOR TECHNOLOGY, INC.	1000-41-41250-515340-00000000-	SO103642-1	ROBOT BATTERIES	104909	5/20/2025	1,000.00
	Total Paid by Vendor					1,000.00
IDM WORLDWIDE	1000-52-52500-515340-00000000-	555285	REACHER STICKS FOR WEST MAINT	105161	6/3/2025	673.84
	1000-52-52900-515520-00000000-	555286	REACHER STICKS FOR GREEN TEAM	105161	6/3/2025	2,695.36
	Total Paid by Vendor					3,369.20
ILENE S SHOEMAKER	1000-12-12100-515370-00000000-	251-108	POP 4/24/25 STENOGRAPHER FOR CITY COUNCIL	104963	5/20/2025	1,825.00
	1000-74-74100-515370-PN200003-00003	251-107	POP 3/17/25-3/19/25 MPO MEETING TRANSCRIPTION	105046	5/27/2025	1,275.00
	Total Paid by Vendor					3,100.00
IMPERIAL BAG & PAPER CO LLC	1000-14-14310-515310-00000000-	5268130	MAY JANITORIAL SUPPLIES	90007237	6/3/2025	4,126.45
	Total Paid by Vendor					4,126.45
INDUSTRIAL CONTRACTOR SUPPLY LLC	1000-55-55300-515340-00000000-	74067	FY25 Q3 BID ITEMS MAINT/CONST-BLANKET	104910	5/20/2025	218.36
	1000-52-52900-515340-00000000-	74107	NON-BID ITEMS - LANDSCAPE (BLANKET)	104910	5/20/2025	242.50
	1000-52-52200-515340-00000000-	74096	NON-BID ITEMS - LANDSCAPE (BLANKET)	104910	5/20/2025	118.20
	1000-55-55300-515340-00000000-	74016	FY25 Q3 BID ITEMS MAINT/CONST-BLANKET	104910	5/20/2025	85.50
	1000-55-55300-515340-00000000-	73919	FY25 Q3 BID ITEMS MAINT/CONST-BLANKET	104910	5/20/2025	97.94
	1000-55-55300-515340-00000000-	73916	FY25 Q3 BID ITEMS MAINT/CONST-BLANKET	104910	5/20/2025	36.57
	1000-55-55400-515340-00000000-	73915	FY25 Q3 PWS NON-BID ITEMS BLANKET	104910	5/20/2025	15.29
	1000-55-55400-515340-00000000-	73887	FY25 Q3 PWS NON-BID ITEMS BLANKET	104910	5/20/2025	64.18
	1000-55-55400-515340-00000000-	73783	FY25 Q3 PWS NON-BID ITEMS BLANKET	104910	5/20/2025	5.08
	1000-55-55400-515340-00000000-	74008	FY25 Q3 PWS NON-BID ITEMS BLANKET	104910	5/20/2025	201.65
	1000-55-55400-515340-00000000-	74045	FY25 Q3 PWS NON-BID ITEMS BLANKET	104910	5/20/2025	188.97
	1000-55-55400-515340-00000000-	74144	FY25 Q3 PWS NON-BID ITEMS BLANKET	104910	5/20/2025	333.65
	1000-55-55400-515340-00000000-	74200	FY25 Q3 PWS NON-BID ITEMS BLANKET	104910	5/20/2025	317.09
	1000-15-15100-515340-00000000-	74105	SAFETY GLASSES FOR SHOP	104910	5/20/2025	31.92
	1000-55-55400-515340-00000000-	74142	FY25 Q3 PWS NON-BID ITEMS BLANKET	104910	5/20/2025	575.04
	1000-55-55400-515340-00000000-	74150	FY25 Q3 PWS NON-BID ITEMS BLANKET	104910	5/20/2025	84.55
	1000-55-55400-515340-00000000-	74168	FY25 Q3 PWS NON-BID ITEMS BLANKET	104910	5/20/2025	43.70
	1000-55-55400-515340-00000000-	74171	FY25 Q3 PWS NON-BID ITEMS BLANKET	104910	5/20/2025	264.89
	1000-55-55400-515340-00000000-	74175	FY25 Q3 PWS NON-BID ITEMS BLANKET	104910	5/20/2025	47.59
	1000-55-55300-515340-00000000-	74178	FY25 Q3 BID ITEMS MAINT/CONST-BLANKET	104910	5/20/2025	171.00
	1000-55-55300-515340-00000000-	74146	FY25 Q3 BID ITEMS MAINT/CONST-BLANKET	104910	5/20/2025	20.37
	1000-75-75200-515340-00000000-	74252	DRILL BITS-BRAD	104910	5/20/2025	303.36
	1000-52-52900-515340-00000000-	74227	NON-BID ITEMS - LANDSCAPE (BLANKET)	105162	6/3/2025	28.16
	1000-52-52200-515340-00000000-	74205	NON-BID ITEMS - LANDSCAPE (BLANKET)	105162	6/3/2025	237.60
	1000-52-52700-515340-00000000-	73868	NON-BID ITEMS - LANDSCAPE (BLANKET)	105162	6/3/2025	1,179.00
	1000-52-52200-515340-00000000-	74325	NON-BID ITEMS - LANDSCAPE (BLANKET)	105162	6/3/2025	278.30
	1000-52-52300-515340-00000000-	74324	NON-BID ITEMS - LANDSCAPE (BLANKET)	105162	6/3/2025	153.05
	1000-52-52400-515340-00000000-	74323	NON-BID ITEMS - LANDSCAPE (BLANKET)	105162	6/3/2025	304.55
	1000-52-52600-515340-00000000-	74343	NON-BID ITEMS - LANDSCAPE (BLANKET)	105162	6/3/2025	55.44
	1000-52-52700-515340-00000000-	74344	NON-BID ITEMS - LANDSCAPE (BLANKET)	105162	6/3/2025	31.92
	1000-75-75300-515340-00000000-	74399	SONOTUBE-STEVE HOGGLE	105162	6/3/2025	446.16
	1000-55-55400-515340-00000000-	74199	FY25 Q3 PWS NON-BID ITEMS BLANKET	105162	6/3/2025	456.68
	1000-55-55400-515340-00000000-	74260	FY25 Q3 PWS NON-BID ITEMS BLANKET	105162	6/3/2025	2,076.57
	1000-55-55400-515340-00000000-	74316	FY25 Q3 PWS NON-BID ITEMS BLANKET	105162	6/3/2025	109.68
	1000-55-55400-515340-00000000-	74319	FY25 Q3 PWS NON-BID ITEMS BLANKET	105162	6/3/2025	29.39
	1000-55-55400-515340-00000000-	74335	FY25 Q3 PWS NON-BID ITEMS BLANKET	105162	6/3/2025	19.78
	1000-55-55400-515340-00000000-	74372	FY25 Q3 PWS NON-BID ITEMS BLANKET	105162	6/3/2025	284.57
	1000-55-55400-515340-00000000-	74336	FY25 Q3 PWS NON-BID ITEMS BLANKET	105162	6/3/2025	160.92
	1000-55-55400-515340-00000000-	74328	FY25 Q3 PWS NON-BID ITEMS BLANKET	105162	6/3/2025	87.84
	1000-55-55400-515340-00000000-	74321	FY25 Q3 PWS NON-BID ITEMS BLANKET	105162	6/3/2025	33.24
	1000-55-55300-515340-00000000-	74258	FY25 Q3 BID ITEMS MAINT/CONST-BLANKET	105162	6/3/2025	64.19
	1000-55-55300-515340-00000000-	74198	FY25 Q3 BID ITEMS MAINT/CONST-BLANKET	105162	6/3/2025	9.15
	1000-55-55300-515340-00000000-	74331	FY25 Q3 BID ITEMS MAINT/CONST-BLANKET	105162	6/3/2025	115.24
	1000-55-55300-515340-00000000-	74375	FY25 Q3 BID ITEMS MAINT/CONST-BLANKET	105162	6/3/2025	34.30
	1000-55-55400-515340-00000000-	74393	FY25 Q3 PWS NON-BID ITEMS BLANKET	105162	6/3/2025	146.43
	1000-55-55400-515340-00000000-	74221	FY25 Q3 PWS NON-BID ITEMS BLANKET	105162	6/3/2025	114.78
	1000-55-55400-515340-00000000-	74166	FY25 Q3 PWS NON-BID ITEMS BLANKET	105162	6/3/2025	435.00
	Total Paid by Vendor					10,359.34
INSIGHT GLOBAL LLC	1000-13-13100-515370-00000000-	11005267705	POP: 05/04/25 - 05/10/25 -FOR TEMPS FOR FY25	105018	5/27/2025	1,448.40
	1000-13-13100-515370-00000000-	11005267702	POP: 04/27/25 -05/03/25 -FOR TEMPS FOR FY2025	105018	5/27/2025	1,448.40
	1000-13-13100-515370-00000000-	11005267701	POP: 04/27/25 -05/03/25 -FOR TEMPS FOR FY2025	105018	5/27/2025	1,448.40

	1000-13-13100-515370-00000000-	11005267708	POP: 05/04/25 -05/10/25-TEMPS FOR FY2025	105018	5/27/2025	1,474.47
	Total Paid by Vendor					5,819.67
JAKE MARSHALL SERVICE INC	1000-14-14300-513010-00000000-	HUNTSVILLE-498144	HVAC & ACCESS CONTROLS	90007092	5/20/2025	238.93
	1000-14-14300-513010-00000000-	HUNTSVILLE-498165	POP: 04/08/25 -HONEY WELL, HVAC & ACCESS CONTROLS	90007092	5/20/2025	94.00
	1000-14-14300-513010-00000000-	HUNTSVILLE-498167	POP: 04/08/25 -HONEYWELL HVAC & ACCESS CONTROLS	90007092	5/20/2025	94.00
	1000-14-14300-513010-00000000-	HUNTSVILLE-498169	POP: 04/11/25 HONEY WELL, HVAC & ACCESS CONTROLS	90007092	5/20/2025	846.00
	1000-55-55100-513010-00000000-	HUNTSVILLE-498135	POP: 03/15/25-04/01/25 KEY CARD ACCESS--PWS CONST	90007092	5/20/2025	13,848.02
	1000-14-14300-513010-00000000-	HUNTSVILLE-498592	POP: 05/05/25 HONEYWELL HVAC & ACCESS CONTROLS	90007238	6/3/2025	2,846.05
	1000-14-14300-513010-00000000-	HUNTSVILLE-498557	POP: 04/28/25-HONEYWELL HVAC & ACCESS CONTROLS	90007238	6/3/2025	151.00
	1000-14-14300-513010-00000000-	HUNTSVILLE-498584	POP: 05/16/25-HONEYWELL HVAC & ACCESS CONTROLS	90007238	6/3/2025	388.00
	Total Paid by Vendor					18,506.00
JAMAR TECHNOLOGIES INC	1000-75-75200-515340-00000000-	0066970	TRAFFIC COUNT SUPPLIES-TOM SISCO	104911	5/20/2025	4,222.00
	Total Paid by Vendor					4,222.00
JAMES BURGESS	1000-74-74400-515020-00000000-	147	POP: 6/17/25 - 6/29/25-MAP AWARD, RES#25-146	90007239	6/3/2025	1,500.00
	Total Paid by Vendor					1,500.00
JAMES MONAGHAN	1000-14-14300-513010-00000000-	5763	POP 5/12/25-5/14/25 FIRESTATION3 EXTERIOR REPAIR	90007105	5/20/2025	3,770.00
	1000-14-14300-513010-00000000-	5764	POP 5/12/25-5/14/25 JOHN HUNT PARK SOCCER	90007105	5/20/2025	1,235.00
	Total Paid by Vendor					5,005.00
JAMES R HALL	1000-15-15100-513030-00000000-	75567	COM TX 051225/75567	90007115	5/20/2025	65.00
	1000-15-15100-513030-00000000-	75587	COM TX 051225/75587	90007115	5/20/2025	65.00
	1000-15-15100-513030-00000000-	75588	COM TX 051225/75588	90007115	5/20/2025	300.00
	1000-15-15100-513030-00000000-	75590	COM TX 051225/75590	90007115	5/20/2025	65.00
	1000-15-15100-513030-00000000-	75591	COM TX 051225/75591	90007115	5/20/2025	65.00
	1000-15-15100-513030-00000000-	75595	COM TX 051225/75595	90007115	5/20/2025	65.00
	1000-15-15100-513030-00000000-	75598	COM TX 051225/75598	90007115	5/20/2025	65.00
	1000-15-15100-513030-00000000-	75602	COM TX 051225/75602	90007115	5/20/2025	300.00
	1000-15-15100-513030-00000000-	75602	COM TX 051225/75602	90007115	5/20/2025	56.40
	1000-15-15100-513030-00000000-	75603	COM TX 051225/75603	90007115	5/20/2025	65.00
	1000-15-15100-513030-00000000-	75604	COM TX 051225/75604	90007115	5/20/2025	65.00
	1000-15-15100-513030-00000000-	75611	COM TX 051225/75611	90007115	5/20/2025	100.00
	1000-15-15100-513030-00000000-	75613	COM TX 051225/75613	90007115	5/20/2025	65.00
	1000-15-15100-513030-00000000-	75614	COM TX 051225/75614	90007115	5/20/2025	65.00
	1000-15-15100-513030-00000000-	75615	COM TX 051225/75615	90007115	5/20/2025	65.00
	1000-15-15100-513030-00000000-	75618	COM TX 051225/75618	90007115	5/20/2025	65.00
	1000-15-15100-513030-00000000-	75619	COM TX 051225/75619	90007115	5/20/2025	65.00
	1000-15-15100-513030-00000000-	75621	COM TX 051225/75621	90007115	5/20/2025	65.00
	1000-15-15100-513030-00000000-	75623	COM TX 051225/75623	90007115	5/20/2025	65.00
	1000-15-15100-513030-00000000-	75983	COM TX 051225/75983	90007115	5/20/2025	65.00
	1000-15-15100-513030-00000000-	76138	COM TX 051225/76138	90007115	5/20/2025	65.00
	1000-15-15100-513030-00000000-	76138	COM TX 051225/76138	90007115	5/20/2025	27.00
	1000-15-15100-513030-00000000-	76139	COM TX 051225/76139	90007115	5/20/2025	65.00
	1000-15-15100-513030-00000000-	76145	COM TX 051225/76145	90007115	5/20/2025	100.00
	1000-15-15100-513030-00000000-	76145	COM TX 051225/76145	90007115	5/20/2025	424.00
	1000-15-15100-513030-00000000-	76159	COM TX 051225/76159	90007115	5/20/2025	65.00
	1000-15-15100-513030-00000000-	75628	COM TX 051625/75628	90007115	5/20/2025	65.00
	1000-15-15100-513030-00000000-	75629	COM TX 051625/75629	90007115	5/20/2025	65.00
	1000-15-15100-513030-00000000-	75631	COM TX 051625/75631	90007115	5/20/2025	65.00
	1000-15-15100-513030-00000000-	75632	COM TX 051625/75632	90007115	5/20/2025	65.00
	1000-15-15100-513030-00000000-	75634	COM TX 051625/75634	90007115	5/20/2025	65.00
	1000-15-15100-513030-00000000-	75665	COM TX 051625/75665	90007115	5/20/2025	100.00
	1000-15-15100-513030-00000000-	75665	COM TX 051625/75665	90007115	5/20/2025	39.20
	1000-15-15100-513030-00000000-	75666	COM TX 051625/75666	90007115	5/20/2025	100.00
	1000-15-15100-513030-00000000-	75666	COM TX 051625/75666	90007115	5/20/2025	39.20
	1000-15-15100-513030-00000000-	75667	COM TX 051625/75667	90007115	5/20/2025	100.00
	1000-15-15100-513030-00000000-	75667	COM TX 051625/75667	90007115	5/20/2025	39.20
	1000-15-15100-513030-00000000-	75668	COM TX 051625/75668	90007115	5/20/2025	300.00
	1000-15-15100-513030-00000000-	75669	COM TX 051625/75669	90007115	5/20/2025	65.00
	1000-15-15100-513030-00000000-	75671	COM TX 051625/75671	90007115	5/20/2025	65.00
	1000-15-15100-513030-00000000-	75674	COM TX 051625/75674	90007115	5/20/2025	100.00
	1000-15-15100-513030-00000000-	75674	COM TX 051625/75674	90007115	5/20/2025	40.00
	1000-15-15100-513030-00000000-	75675	COM TX 051625/75675	90007115	5/20/2025	65.00

	1000-15-15100-513030-00000000-	75677	COM TX 051625/75677	90007115	5/20/2025	65.00
	1000-15-15100-513030-00000000-	75679	COM TX 051625/75679	90007115	5/20/2025	65.00
	1000-15-15100-513030-00000000-	75680	COM TX 051625/75680	90007115	5/20/2025	65.00
	1000-15-15100-513030-00000000-	75681	COM TX 051625/75681	90007115	5/20/2025	300.00
	1000-15-15100-513030-00000000-	75683	COM TX 051625/75683	90007115	5/20/2025	65.00
	1000-15-15100-513030-00000000-	75685	COM TX 051625/75685	90007115	5/20/2025	65.00
	1000-15-15100-513030-00000000-	75685	COM TX 051625/75685	90007115	5/20/2025	9.60
	1000-15-15100-513030-00000000-	75687	COM TX 051625/75687	90007115	5/20/2025	100.00
	1000-15-15100-513030-00000000-	75687	COM TX 051625/75687	90007115	5/20/2025	39.20
	1000-15-15100-513030-00000000-	75688	COM TX 051625/75688	90007115	5/20/2025	100.00
	1000-15-15100-513030-00000000-	75688	COM TX 051625/75688	90007115	5/20/2025	39.20
	1000-15-15100-513030-00000000-	75732	COM TX 051625/75732	90007115	5/20/2025	65.00
	1000-15-15100-513030-00000000-	75733	COM TX 051625/75733	90007115	5/20/2025	65.00
	1000-15-15100-513030-00000000-	75735	COM TX 051625/75735	90007115	5/20/2025	65.00
	1000-15-15100-513030-00000000-	75954	COM TX 051625/75954	90007115	5/20/2025	65.00
	1000-15-15100-513030-00000000-	75956	COM TX 051625/75956	90007115	5/20/2025	65.00
	1000-15-15100-513030-00000000-	75965	COM TX 051625/75965	90007115	5/20/2025	65.00
	1000-15-15100-513030-00000000-	76164	COM TX 051625/76164	90007115	5/20/2025	65.00
	1000-15-15100-513030-00000000-	76164	COM TX 051625/76164	90007115	5/20/2025	32.40
	1000-15-15100-513030-00000000-	76183	COM TX 051625/76183	90007115	5/20/2025	100.00
	1000-15-15100-513030-00000000-	76190	COM TX 051625/76190	90007115	5/20/2025	65.00
	1000-15-15100-513030-00000000-	76191	COM TX 051625/76191	90007115	5/20/2025	65.00
	1000-15-15100-513030-00000000-	75710	COM TX 052225/75710	90007254	6/3/2025	65.00
	1000-15-15100-513030-00000000-	75731	COM TX 052225/75731	90007254	6/3/2025	65.00
	1000-15-15100-513030-00000000-	75736	COM TX 052225/75736	90007254	6/3/2025	65.00
	1000-15-15100-513030-00000000-	75740	COM TX 052225/75740	90007254	6/3/2025	65.00
	1000-15-15100-513030-00000000-	75740	COM TX 052225/75740	90007254	6/3/2025	33.90
	1000-15-15100-513030-00000000-	75767	COM TX 052225/75767	90007254	6/3/2025	65.00
	1000-15-15100-513030-00000000-	75792	COM TX 052225/75792	90007254	6/3/2025	65.00
	1000-15-15100-513030-00000000-	75952	COM TX 052225/75952	90007254	6/3/2025	65.00
	1000-15-15100-513030-00000000-	75952	COM TX 052225/75952	90007254	6/3/2025	29.40
	1000-15-15100-513030-00000000-	75963	COM TX 052225/75963	90007254	6/3/2025	65.00
	1000-15-15100-513030-00000000-	75963	COM TX 052225/75963	90007254	6/3/2025	29.40
	1000-15-15100-513030-00000000-	75964	COM TX 052225/75964	90007254	6/3/2025	65.00
	1000-15-15100-513030-00000000-	75964	COM TX 052225/75964	90007254	6/3/2025	29.40
	1000-15-15100-513030-00000000-	76096	COM TX 052225/76096	90007254	6/3/2025	100.00
	1000-15-15100-513030-00000000-	76207	COM TX 052225/76207	90007254	6/3/2025	65.00
	1000-15-15100-513030-00000000-	76219	COM TX 052225/76219	90007254	6/3/2025	65.00
	1000-15-15100-513030-00000000-	76220	COM TX 052225/76220	90007254	6/3/2025	65.00
	1000-15-15100-513030-00000000-	76224	COM TX 052225/76224	90007254	6/3/2025	65.00
	1000-15-15100-513030-00000000-	76234	COM TX 052225/76234	90007254	6/3/2025	65.00
	1000-15-15100-513030-00000000-	76242	COM TX 052225/76242	90007254	6/3/2025	65.00
	1000-15-15100-513030-00000000-	76247	COM TX 052225/76247	90007254	6/3/2025	65.00
	1000-15-15100-513030-00000000-	76247	COM TX 052225/76247	90007254	6/3/2025	18.30
	1000-15-15100-513030-00000000-	76248	COM TX 052225/76248	90007254	6/3/2025	65.00
	1000-15-15100-513030-00000000-	76249	COM TX 052225/76249	90007254	6/3/2025	65.00
	1000-15-15100-513030-00000000-	76250	COM TX 052225/76250	90007254	6/3/2025	65.00
	1000-15-15100-513030-00000000-	76250	COM TX 052225/76250	90007254	6/3/2025	29.40
	1000-15-15100-513030-00000000-	76255	COM TX 052225/76255	90007254	6/3/2025	65.00
	1000-15-15100-513030-00000000-	76259	COM TX 052225/76259	90007254	6/3/2025	65.00
	1000-15-15100-513030-00000000-	76259	COM TX 052225/76259	90007254	6/3/2025	29.40
	1000-15-15100-513030-00000000-	76260	COM TX 052225/76260	90007254	6/3/2025	65.00
	1000-15-15100-513030-00000000-	76260	COM TX 052225/76260	90007254	6/3/2025	29.40
	1000-15-15100-513030-00000000-	76269	COM TX 052225/76269	90007254	6/3/2025	65.00
	1000-15-15100-513030-00000000-	76272	COM TX 052225/76272	90007254	6/3/2025	65.00
	1000-15-15100-513030-00000000-	76272	COM TX 052225/76272	90007254	6/3/2025	29.90
	Total Paid by Vendor					7,468.90
JASON WAYNE BOOTH	1000-18-00000-515372-00000000-	INV-002248	POP: 05/21/25-05/22/25 - OUTSIDE LEGAL SERVICES	105019	5/27/2025	300.00
	Total Paid by Vendor					300.00
JERRY PATE TURF AND IRRIGATION, INC.	1000-15-15100-513030-00000000-	591553	COM TX 051925/591553	105020	5/27/2025	660.00
	1000-15-15100-513030-00000000-	591553	COM TX 051925/591553	105020	5/27/2025	443.85

	1000-15-15100-513030-00000000-	591553	COM TX 051925/591553	105020	5/27/2025	225.00
	1000-15-15100-513030-00000000-	591553	COM TX 051925/591553	105020	5/27/2025	30.00
	Total Paid by Vendor					1,358.85
JERRY SANFORD BARCLAY ATTORNEY LAW	1000-43-00000-515370-00000000-	SUBJUDGE-051425-AFT	POP:05/14/25 SUBJUDGE SERVICES JERRY BARCLAY	104914	5/20/2025	385.00
	1000-43-00000-515370-00000000-	SUBJUDGE-052925-AM	POP: 05/29/25 - AM DOCKET - SUBJUDGE SERVICES	105163	6/3/2025	350.00
	1000-43-00000-515370-00000000-	SUBJUD-052825-AM/AFT	POP:05/28/25 - AM/AFT DOCKET SUBJUD SVC	105163	6/3/2025	700.00
	Total Paid by Vendor					1,435.00
JOHN M DEBRO	1000-43-00000-515370-00000000-	SUBJUD-051325-AM/AFT	POP: 05/13/25 - AM/AFT DOCKET, SUB JUDGES SERVICES	90007070	5/20/2025	743.75
	1000-43-00000-515370-00000000-	SUBJUDGE 052225-AM	POP: 05/22/25 - AM DOCKETSUB JUDGES SERVICES FY25	90007150	5/27/2025	350.00
	1000-43-00000-515370-00000000-	SUBJUDGE 052725-AM	POP: 05/27/25- AM DOCKET,SUB JUDGES SERVICES FY25	90007214	6/3/2025	472.50
	1000-43-00000-515370-00000000-	SUBJUDGE-052925-AM	POP: 05/29/25 - AM DOCKET SUB JUDGES SERVICES	90007214	6/3/2025	402.50
	Total Paid by Vendor					1,968.75
JOMO'S POWER EQUIPMENT PARTS & SERVICE INC	1000-52-52600-515340-00000000-	233120	MOWER SUPPLIES FOR LM DIVISIONS (BLANKET)	90007093	5/20/2025	269.98
	1000-55-55100-515340-00000000-	237623	FY25 BLANKET FOR CHAINS/BARS ONLY (M&C)	90007240	6/3/2025	177.64
	1000-55-55100-515340-00000000-	237523	FY25 BLANKET FOR CHAINS/BARS ONLY (M&C)	90007240	6/3/2025	261.96
	1000-55-55100-515340-00000000-	237519	FY25 BLANKET FOR CHAINS/BARS ONLY (M&C)	90007240	6/3/2025	252.78
	Total Paid by Vendor					962.36
KASEY BECKER	1000-55-55400-515340-00000000-	20214	POP: 03/01/25-03/31/25 PORT-A-LET SERVICES	104916	5/20/2025	85.00
	1000-52-52900-515520-00000000-	20175	POP:03/22/25- A JOHN/HAND WASH STATION GT CLEAN UP	105021	5/27/2025	220.00
	1000-52-52200-515340-00000000-	20127	POP:02/28/25-PORT A LET SVC - HAYS/GOLDSMITH/CASA	105021	5/27/2025	85.00
	1000-52-52200-515340-00000000-	20126	POP:01/31/25-PORT A LET SVC - HAYS/GOLDSMITH/CASA	105021	5/27/2025	85.00
	1000-52-52200-515340-00000000-	20183	POP: 03/31/25PORT A LET SVC - HAYS/GOLDSMITH/CASA	105021	5/27/2025	85.00
	Total Paid by Vendor					560.00
KATHLEEN JUDAH	1000-30-30200-515370-00000000-	K.JUDAH-043025	POP:04/01/25-04/29/25- EXERCISE CLASSES AT THE JLC	90007094	5/20/2025	90.60
	1000-30-30200-515370-00000000-	K.JUDAH-052925	POP:05/06/25-05/27/25- EXERCISE CLASSES AT THE JLC	90007241	6/3/2025	90.60
	Total Paid by Vendor					181.20
KELSEY ELECTRIC MOTOR SERVICE INC	1000-14-14300-513010-00000000-	98827	2025 BLNKT - MOTOR REPAIRS FOR HVAC	105165	6/3/2025	289.00
	Total Paid by Vendor					289.00
KENWORTH OF HUNTSVILLE	1000-15-15100-513030-00000000-	0640656085	COM TX 052825/0640656085	105229	6/3/2025	615.00
	1000-15-15100-513030-00000000-	0640656085	COM TX 052825/0640656085	105229	6/3/2025	73.80
	Total Paid by Vendor					688.80
KEVIN LOWE	1000-50-00000-515163-00000000-	348306	POP: 04/01/25 -04/30/25-MEDICAL-SICK/INJURED ANIMA	104917	5/20/2025	6,590.00
	Total Paid by Vendor					6,590.00
KNOLOGY OF HUNTSVILLE	1000-17-17100-515070-00000000-	0203373550525A	POP 5/20/25-6/19/25 WOW SERVICES COH	105244	6/3/2025	565.21
	1000-17-17100-515070-00000000-	0196528880525A	POP 5/20/25-6/19/25 WOW SERVICES COH	105244	6/3/2025	90.98
	Total Paid by Vendor					656.19
KOMPAN INC	1000-14-14300-513010-00000000-	INV130829	POP: 05/30/25-DRUM CAP REPLACEMENT - LEGACY PARK	105167	6/3/2025	780.62
	Total Paid by Vendor					780.62
KONE INC	1000-53-53200-513010-PK1060XX-	1158905829	POP: 03/17/25 - S. SOURCE - ELEVATOR MAINT AT "T"	105022	5/27/2025	1,993.13
	Total Paid by Vendor					1,993.13
KONECRANES INC	1000-15-15100-513010-00000000-	155186787	POP: 05/19/25-FLEET OVERHEAD LIFT INSPECTION	105023	5/27/2025	1,500.00
	Total Paid by Vendor					1,500.00
KONICA MINOLTA BUSINESS SOLUTIONS USA INC	1000-17-17100-515250-00000000-	501874070	POP: 04/01/25 -04/30/25- COPIER SERVICES CO	104918	5/20/2025	155.12
	1000-17-17100-515250-00000000-	502422562	POP: 05/01/25-05/31/25- KONICA MINOLTA COPIER SVCS	105168	6/3/2025	113.41
	1000-17-17100-515250-00000000-	502422274	POP: 05/01/25-05/31/25- KONICA MINOLTA COPIER SVCS	105168	6/3/2025	15.28
	1000-17-17100-515250-00000000-	502421888	POP: 05/01/25-05/31/25- KONICA MINOLTA COPIER SVCS	105168	6/3/2025	3.28
	1000-17-17100-515250-00000000-	502422273	POP: 05/01/25-05/31/25- KONICA MINOLTA COPIER SVCS	105168	6/3/2025	64.74
	1000-17-17100-515250-00000000-	502422279	POP: 05/01/25-05/31/25- KONICA MINOLTA COPIER SVCS	105168	6/3/2025	3.28
	1000-17-17100-515250-00000000-	502422456	POP: 05/01/25-05/31/25- KONICA MINOLTA COPIER SVCS	105168	6/3/2025	3.28
	Total Paid by Vendor					358.39
LANBRO SHEET METAL INC	1000-14-14300-513010-00000000-	20665	POP: 05/19/25 -FILTER BASKETS	105024	5/27/2025	979.29
	Total Paid by Vendor					979.29
LANIER FORD SHAVER & PAYNE PC	1000-18-00000-515372-00000000-	243217	POP: 04/22/25 - OUTSIDE LEGAL SERVICES	90007096	5/20/2025	75.00
	1000-18-00000-515372-00000000-	243215	POP: 04/01/25-04/30/25 - OUTSIDE LEGAL SERVICES	90007096	5/20/2025	19,995.82
	1000-18-00000-515372-00000000-	243216	POP: 04/01/25-04/30/25- OUTSIDE LEGAL SERVICES	90007096	5/20/2025	7,100.00
	1000-18-00000-515372-00000000-	243213	POP: 04/08/25-04/30/25 - OUTSIDE LEGAL SERVICES	90007096	5/20/2025	4,975.00
	1000-18-00000-515372-00000000-	243212	POP: 04/07/25 - OUTSIDE LEGAL SERVICES	90007096	5/20/2025	75.00
	1000-18-00000-515372-00000000-	243209	POP: 04/02/25 - 04/30/25 - OUTSIDE LEGAL SERVICES	90007096	5/20/2025	8,126.94
	1000-18-00000-515372-00000000-	243207	POP: 03/05/25-04/30/25 - OUTSIDE LEGAL SERVICES	90007096	5/20/2025	3,130.00
	1000-18-00000-515372-00000000-	243208	POP: 04/08/25 - OUTSIDE LEGAL SERVICES	90007096	5/20/2025	25.00
	1000-18-00000-515372-00000000-	243211	POP: 04/01/25 -04/25/25 - OUTSIDE LEGAL SERVICES	90007096	5/20/2025	3,003.61

	Total Paid by Vendor					46,506.37
LASHEETA CARROLL	1000-30-30200-515340-00000000-	L. CARROLL-050525	POP: 04/01/25-04/22/2 ART INSTRUCT-THERAPEUTIC REC	105169	6/3/2025	100.00
	Total Paid by Vendor					100.00
LEADERSHIP HUNTSVILLE MADISON COUNTY	1000-16-16100-515790-HR100000-	3582	POP:08/07/25-05/13/25LEADERSHIP CONNECT 28 TUITION	104920	5/20/2025	4,125.00
	1000-16-16100-515790-HR100000-	3544	POP:8/14/25-4/23/26LEADERSHIP FLAGSHIP 39-P SMITH	105170	6/3/2025	5,335.00
	Total Paid by Vendor					9,460.00
LED ORANGE LLC	1000-41-41100-515020-00000000-	2025.05.030	POP: 06/07/25 -SOUTH PRECINCT BASH SOUND SVC	90007242	6/3/2025	1,500.00
	Total Paid by Vendor					1,500.00
LEES MAGIC TUNNEL	1000-15-15100-513030-00000000-	31875	COM TX 051225/31875	104921	5/20/2025	40.00
	1000-15-15100-513030-00000000-	32286	COM TX 051225/32286	104921	5/20/2025	40.00
	1000-15-15100-513030-00000000-	32295	COM TX 051225/32295	104921	5/20/2025	40.00
	1000-15-15100-513030-00000000-	32296	COM TX 051225/32296	104921	5/20/2025	40.00
	1000-15-15100-513030-00000000-	32297	COM TX 051225/32297	104921	5/20/2025	40.00
	1000-15-15100-513030-00000000-	32298	COM TX 051225/32298	104921	5/20/2025	40.00
	1000-15-15100-513030-00000000-	32299	COM TX 051225/32299	104921	5/20/2025	40.00
	1000-15-15100-513030-00000000-	31876	COM TX 051625/31876	104921	5/20/2025	40.00
	Total Paid by Vendor					320.00
LEXISNEXIS MATTHEW BENDER	1000-43-00000-515370-00000000-	44060467	LEXIS NEXIS BOOKS (FY 25) BLANKET	105171	6/3/2025	870.46
	Total Paid by Vendor					870.46
LIMESTONE COUNTY WATER AND SEWER AUTHORITY	1000-14-14100-515700-00000000-	111127-0525	POP 4/9/25-5/12/25 FIRE STATION 20 UTILITIES	90007166	5/27/2025	94.41
	1000-14-14100-515700-00000000-	111690-0525	POP 4/9/25-5/12/25 FIRE STATION 20 UTILITIES	90007166	5/27/2025	94.41
	1000-14-14100-515700-00000000-	111694-0525	POP 4/9/25-5/12/25 FIRE STATION 20 UTILITIES	90007166	5/27/2025	137.26
	Total Paid by Vendor					326.08
LINCOLN NATIONAL LIFE	1000-00-00000-210230-00000000-	873001032 5/11/2025	PPE 5/11/25 VOLUNTARY AD&D INSURANCE PREMIUMS	90007097	5/20/2025	1,611.39
	1000-00-00000-210230-00000000-	860053256 05/11/25	PPE 5/11/25 VOLUNTARY TERM LIFE INS PREMIUMS	90007097	5/20/2025	22,944.76
	1000-00-00000-210230-00000000-	873001032 5/25/2025	PPE 5/25/25 VOLUNTARY AD&D INSURANCE PREMIUMS	90007244	6/3/2025	1,609.41
	1000-00-00000-210230-00000000-	860053256 05/25/25	PPE 5/25/25 VOLUNTARY TERM LIFE INS PREMIUMS	90007244	6/3/2025	22,677.76
	Total Paid by Vendor					48,843.32
LISA BRAMLETT	1000-19-00000-515190-00000000-	SETT CL# FY2025-149	SETTLEMENT OF CL# FY2025-149	105172	6/3/2025	281.50
	Total Paid by Vendor					281.50
LISA WARNER	1000-50-00000-515163-00000000-	110459	POP:05/01/25-LISP & MEDICAL/SICK/INJURED ANIMALS	104905	5/20/2025	220.00
	1000-50-00000-515163-00000000-	110428	POP: 04/28/25--LISP & MEDICAL/SICK/INJURED ANIMALS	104905	5/20/2025	50.00
	1000-50-00000-515163-00000000-	110458	POP: 05/01/25-LISP & MEDICAL/SICK/INJURED ANIMALS	104905	5/20/2025	160.00
	1000-50-00000-515163-00000000-	110427	POP: 04/28/25-LISP & MEDICAL/SICK/INJURED ANIMALS	104905	5/20/2025	95.00
	1000-50-00000-515163-00000000-	110460	POP: 05/01/25--LISP & MEDICAL/SICK/INJURED ANIMALS	104905	5/20/2025	120.00
	1000-50-00000-515163-00000000-	110476	POP: 05/05/25--LISP & MEDICAL/SICK/INJURED ANIMALS	104905	5/20/2025	220.00
	1000-50-00000-515163-00000000-	110512	POP: 05/09/25--LISP & MEDICAL/SICK/INJURED ANIMALS	104905	5/20/2025	110.00
	1000-50-00000-515163-00000000-	110493	POP:05/06/25 LISP & MEDICAL-SICK/INJURED ANIMALS	104905	5/20/2025	180.00
	1000-50-00000-515163-00000000-	110552	POP:05/15/25 LISP & MEDICAL SICK/INJURED ANIMALS	104905	5/20/2025	10.00
	1000-50-00000-515163-00000000-	110554	POP: 05/15/25 LISP & MEDICAL SICK/INJURED ANIMALS	104905	5/20/2025	200.00
	1000-50-00000-515163-00000000-	110556	POP: 05/15/25 LISP & MEDICAL SICK/INJURED ANIMALS	104905	5/20/2025	100.00
	1000-50-00000-515163-00000000-	110553	POP: 05/15/25 LISP & MEDICAL SICK/INJURED ANIMALS	104905	5/20/2025	200.00
	1000-50-00000-515163-00000000-	110612	POP: 05/20/25 -LISP & MED FOR SICK/INJURED ANIMALS	105157	6/3/2025	110.00
	1000-50-00000-515163-00000000-	110613	POP: 05/20/25-LISP & MED FOR SICK/INJURED ANIMALS	105157	6/3/2025	55.00
	1000-50-00000-515163-00000000-	110650	POP: 05/27/25- LISP & MED FOR SICK/INJURED ANIMALS	105157	6/3/2025	55.00
	Total Paid by Vendor					1,885.00
LUX VERITAS VENTURES LLC	1000-50-00000-515370-00000000-	1053	POP: 04/01/25-04/29/25 -RELIEF VET SERVICES	90007098	5/20/2025	2,400.00
	Total Paid by Vendor					2,400.00
MAC GLOBAL PROMOTIONS LLC	1000-74-74400-515370-00000000-	3617	MUSIC OFFICE 8FT TABLE COVER	90007099	5/20/2025	167.63
	1000-74-74400-515370-00000000-	3567	6' FITTED TABLE COVER FOR EVENTS	90007099	5/20/2025	194.14
	Total Paid by Vendor					361.77
MACKAY METERS INC	1000-53-53100-515340-00000000-	1069475	METER PARTS	90007167	5/27/2025	86.79
	Total Paid by Vendor					86.79
MADISON COUNTY AUTO PARTS INC	1000-15-15100-513030-00000000-	270610	NAPA TRX DATE 051225	104922	5/20/2025	832.41
	1000-15-15100-513030-00000000-	270610	NAPA TRX DATE 051225	104922	5/20/2025	38.82
	1000-15-15100-513030-00000000-	270610	NAPA TRX DATE 051225	104922	5/20/2025	147.54
	1000-15-15100-513030-00000000-	270610	NAPA TRX DATE 051225	104922	5/20/2025	167.33
	1000-15-15100-513030-00000000-	270610	NAPA TRX DATE 051225	104922	5/20/2025	127.20
	1000-15-15100-513030-00000000-	270610	NAPA TRX DATE 051225	104922	5/20/2025	252.54
	1000-15-15100-513030-00000000-	270610	NAPA TRX DATE 051225	104922	5/20/2025	38.89
	1000-15-15100-513030-00000000-	270610	NAPA TRX DATE 051225	104922	5/20/2025	130.62

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1000-15-15100-513030-00000000-	271190	NAPA TRX DATE 052825	105175	6/3/2025	7.29
1000-15-15100-513030-00000000-	271190	NAPA TRX DATE 052825	105175	6/3/2025	12.05
1000-15-15100-513030-00000000-	271190	NAPA TRX DATE 052825	105175	6/3/2025	222.42
1000-15-15100-513030-00000000-	271190	NAPA TRX DATE 052825	105175	6/3/2025	23.36
1000-15-15100-513030-00000000-	271190	NAPA TRX DATE 052825	105175	6/3/2025	23.40
1000-15-15100-513030-00000000-	271190	NAPA TRX DATE 052825	105175	6/3/2025	22.82
1000-15-15100-513030-00000000-	271190	NAPA TRX DATE 052825	105175	6/3/2025	16.20
1000-15-15100-513030-00000000-	271190	NAPA TRX DATE 052825	105175	6/3/2025	189.70
1000-15-15100-513030-00000000-	271190	NAPA TRX DATE 052825	105175	6/3/2025	282.60
1000-15-15100-513030-00000000-	271190	NAPA TRX DATE 052825	105175	6/3/2025	219.88
1000-15-15100-513030-00000000-	271190	NAPA TRX DATE 052825	105175	6/3/2025	93.80
1000-15-15100-513030-00000000-	271190	NAPA TRX DATE 052825	105175	6/3/2025	79.75
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1000-15-15100-513030-00000000-	271190	NAPA TRX DATE 052825	105175	6/3/2025	7.05
1000-15-15100-513030-00000000-	271190	NAPA TRX DATE 052825	105175	6/3/2025	240.10
1000-15-15100-513030-00000000-	271190	NAPA TRX DATE 052825	105175	6/3/2025	7.05
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1000-15-15100-513030-00000000-	271190	NAPA TRX DATE 052825	105175	6/3/2025	74.40
1000-72-00000-514010-00000000-	271190	NAPA TRX DATE 052825	105175	6/3/2025	11.41
1000-15-15100-513030-00000000-	271190	NAPA TRX DATE 052825	105175	6/3/2025	5.42
1000-55-55400-514010-00000000-	270972	FY25 Q3-VARIOUS FLUIDS,AUTO	105175	6/3/2025	598.27
1000-52-52500-513010-00000000-	271222	WD-40/BRAKE CLEANER - WEST MAINT	105175	6/3/2025	344.64
1000-15-15100-513030-00000000-	271247	NAPA TRX DATE 052925	105175	6/3/2025	53.73
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1000-15-15100-513030-00000000-	271247	NAPA TRX DATE 052925	105175	6/3/2025	9.94
1000-15-15100-513030-00000000-	271247	NAPA TRX DATE 052925	105175	6/3/2025	28.66
1000-15-15100-513030-00000000-	271247	NAPA TRX DATE 052925	105175	6/3/2025	2.82
1000-15-15100-513030-00000000-	271247	NAPA TRX DATE 052925	105175	6/3/2025	129.67
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	1000-15-15100-513030-00000000-	271300	NAPA TRX DATE 053025	105175	6/3/2025	23.95
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	1000-15-15100-513030-00000000-	271300	NAPA TRX DATE 053025	105175	6/3/2025	189.70
	1000-15-15100-513030-00000000-	271300	NAPA TRX DATE 053025	105175	6/3/2025	282.60
	1000-15-15100-513030-00000000-	271300	NAPA TRX DATE 053025	105175	6/3/2025	93.80
	1000-15-15100-513030-00000000-	271300	NAPA TRX DATE 053025	105175	6/3/2025	219.88
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	1000-15-15100-513030-00000000-	271363	NAPA TRX DATE 060225	105175	6/3/2025	7.05
	1000-15-15100-513030-00000000-	271363	NAPA TRX DATE 060225	105175	6/3/2025	7.05
	1000-15-15100-513030-00000000-	271363	NAPA TRX DATE 060225	105175	6/3/2025	23.95
	1000-15-15100-513030-00000000-	271363	NAPA TRX DATE 060225	105175	6/3/2025	23.95
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	1000-15-15100-513030-00000000-	271363	NAPA TRX DATE 060225	105175	6/3/2025	7.05
	1000-15-15100-513030-00000000-	271363	NAPA TRX DATE 060225	105175	6/3/2025	7.08
	1000-15-15100-513030-00000000-	271363	NAPA TRX DATE 060225	105175	6/3/2025	12.13
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	1000-15-15100-513030-00000000-	271363	NAPA TRX DATE 060225	105175	6/3/2025	238.48
	1000-15-15100-513030-00000000-	271363	NAPA TRX DATE 060225	105175	6/3/2025	49.99
	1000-15-15100-513030-00000000-	271363	NAPA TRX DATE 060225	105175	6/3/2025	513.26
	1000-15-15100-513030-00000000-	271363	NAPA TRX DATE 060225	105175	6/3/2025	1.92
	1000-15-15100-513030-00000000-	271363	NAPA TRX DATE 060225	105175	6/3/2025	7.05
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	Total Paid by Vendor					123,102.18
MADISON COUNTY COMMISSION	1000-00-00000-610031-00000000-	MAY FY25 JAIL OP	MAY 2025 APPROPRIATION LESS 815 WHEELER UTILITIES	104923	5/20/2025	175,000.00
	1000-14-14100-515700-00000000-	MAY FY25 JAIL OP	MAY 2025 APPROPRIATION LESS 815 WHEELER UTILITIES	104923	5/20/2025	-49,510.52
	Total Paid by Vendor					125,489.48
MADISON COUNTY LICENSE DEPT	1000-15-15100-515340-00000000-	022818	TAG TRANSFER FEE #022818 HPD	105174	6/3/2025	2.00
	Total Paid by Vendor					2.00
MARA KILLINGSWORTH	1000-19-00000-515190-00000000-	SETTL CL FY25-123	SETTL CL FY25-123	105027	5/27/2025	391.02
	Total Paid by Vendor					391.02
MARK B HASTINGS	1000-43-00000-515370-00000000-	05/12/25-1ST SESSION	POP: 05/12/25- DDC INSTRUCTOR MARK HASTINGS	104897	5/20/2025	100.00
	1000-43-00000-515370-00000000-	5/14/25-1ST SESSION	POP 5/14/25 INSTRUCTOR MARK HASTINGS	104897	5/20/2025	100.00
	1000-43-00000-515370-00000000-	5/28/25- 1ST SESSION	POP 5/28/25 DDC INSTRUCTOR MARK HASTINGS	105149	6/3/2025	120.00
	Total Paid by Vendor					320.00
MARTINSON & BEASON P C	1000-43-00000-515043-00000000-	24T0035793	POP 1/2/25-4/11/25 LEGAL ATTORNEY SERVICES	105177	6/3/2025	434.00
	1000-43-00000-515043-00000000-	25OV000067	POP 4/3/25-4/15/25 LEGAL ATTORNEY SERVICES	105177	6/3/2025	399.00
	1000-43-00000-515043-00000000-	11226968	POP 12/17/25-5/21/25 LEGAL ATTORNEY SERVICES	105177	6/3/2025	896.00
	Total Paid by Vendor					1,729.00
MCKESSON MEDICAL SURGICAL GOVERNMENT	1000-42-42100-515340-00000000-	23697469	MEDICAL GLOVES FOR SUPPRESSION	104926	5/20/2025	150.17
	Total Paid by Vendor					150.17
MELANIE E JOHNSON	1000-30-30600-515520-00000000-	TATAEEZEE-052125	POP:04/28/25-05/20/25 ADULT SOFTBALL SCOREKEEPERS	90007180	5/27/2025	684.00
	Total Paid by Vendor					684.00
MICHELE T HATCHER CHAPTER 13 TRUSTEE	1000-00-00000-210180-00000000-	402721	Payroll Run 1 - Warrant 250511	104837	5/14/2025	2,514.00
	1000-00-00000-210180-00000000-	404463	Payroll Run 1 - Warrant 250525	105083	5/29/2025	2,514.00
	Total Paid by Vendor					5,028.00
MICHIGAN STATE DISBURSEMENT UNIT	1000-00-00000-210180-00000000-	402734	Payroll Run 1 - Warrant 250511	104838	5/14/2025	1,102.07
	1000-00-00000-210180-00000000-	404476	Payroll Run 1 - Warrant 250525	105084	5/29/2025	1,102.07

	Total Paid by Vendor					2,204.14
MIDCITY ASSOCIATION, INC.	1000-74-74400-515020-00000000-	49590	POP 5/17/25 PUBLIC OUTREACH - CAMP TO AMP	104927	5/20/2025	4,000.00
	Total Paid by Vendor					4,000.00
MINISTRY BRANDS, LLC	1000-17-17100-515250-00000000-	129868	POP 4/1/25-4/30/25 S. RAPIDCAST OVERAGE COSTS COH	105179	6/3/2025	314.28
	1000-17-17100-515250-00000000-	131427	FY25 BLANKET SOLE S. RAPIDCAST OVERAGE COSTS COH	105179	6/3/2025	377.04
	Total Paid by Vendor					691.32
MISSISSIPPI DEPARTMENT OF HUMAN SERVICES	1000-00-00000-210180-00000000-	402733	Payroll Run 1 - Warrant 250511	104839	5/14/2025	139.86
	1000-00-00000-210180-00000000-	404475	Payroll Run 1 - Warrant 250525	105085	5/29/2025	139.86
	Total Paid by Vendor					279.72
MOBILE COMMUNICATIONS AMERICA INC	1000-15-15100-513030-00000000-	762007442	COM TX 051225/762007442	90007103	5/20/2025	543.00
	1000-15-15100-513030-00000000-	762007286-1	COM TX 051625/762007286-1	90007103	5/20/2025	1,500.00
	1000-15-15100-513030-00000000-	762007286-1	COM TX 051625/762007286-1	90007103	5/20/2025	460.00
	Total Paid by Vendor					2,503.00
MODEL ENVIRONMENT LLC	1000-52-52100-515370-00000000-	INV068	POP 4/17/25-4/26/25 ENCAMPMENT & WATERWAY LITTER	90007104	5/20/2025	4,315.00
	1000-52-52100-515370-00000000-	INV069	POP 5/1/25-5/15/25 ENCAMPMENT & WATERWAY LITTER	90007247	6/3/2025	6,472.50
	Total Paid by Vendor					10,787.50
MOTOROLA SOLUTIONS	1000-42-42100-520500-00000000-	8282129188	RADIO BELT HOLSTERS	104929	5/20/2025	816.60
	1000-00-00000-140200-00000000-	8230506495	POP 05/01/25-04/30/26 24-302 FIRE STATION	105181	6/3/2025	86,534.00
	1000-41-41303-515340-00000000-	8282082121	INVOICE CHGR DESKTOP	105181	6/3/2025	2,159.14
	1000-41-41303-515340-00000000-	8282087521	CM FOR 8282037469	105181	6/3/2025	-2,878.86
	Total Paid by Vendor					86,630.88
MYA LAMAR	1000-19-00000-515190-00000000-	SETTL CL FY25-058	SETTL CL FY25-058	105029	5/27/2025	169.29
	Total Paid by Vendor					169.29
NANCY DEHAAS	1000-19-00000-515190-00000000-	SETTL CL FY25-114	SETTL CL FY 25-114	105030	5/27/2025	550.00
	Total Paid by Vendor					550.00
NATIONWIDE RETIREMENT SOLUTIONS	1000-00-00000-210220-00000000-	402727	Payroll Run 1 - Warrant 250511	104822	5/14/2025	103,599.71
	1000-00-00000-210220-00000000-	404469	Payroll Run 1 - Warrant 250525	105069	5/28/2025	101,229.71
	Total Paid by Vendor					204,829.42
NEXAIR LLC	1000-15-15100-515340-00000000-	0013214934	FORKLIFT PROPANE,WELDING ITEMS,NITROGEN (BLANKET)	104930	5/20/2025	347.98
	1000-75-75200-515340-00000000-	0013124581	CYLINDER MAINTENANCE ***BLANKET PO***	104930	5/20/2025	73.25
	1000-15-15100-515340-00000000-	0013263670	CYLINDER RENTAL/MAINTENANCE (BLANKET)	105183	6/3/2025	742.87
	Total Paid by Vendor					1,164.10
NORTH ALABAMA GAS DISTRICT	1000-14-14100-515700-00000000-	112060-0525	POP:04/08/25-05/08/25 FIRE STATION 20	104933	5/20/2025	163.36
	Total Paid by Vendor					163.36
OCR WATER & FIRE PROTECTION AUTHORITY	1000-14-14100-515700-00000000-	010-01146-010525	POP 4/18/25-5/19/25 FIRE STATION 19 WATER	105187	6/3/2025	247.34
	1000-14-14100-515700-00000000-	010-01147-010525	POP 4/18/25-5/19/25 FIRE STATION 19 WATER	105187	6/3/2025	19.12
	1000-14-14100-515700-00000000-	010-01145-010525	POP 4/18/25-5/19/25 FIRE STATION 19 WATER	105187	6/3/2025	96.91
	Total Paid by Vendor					363.37
OIL EQUIPMENT COMPANY	1000-15-15100-513010-00000000-	124596T	POP 5/9/25 REPAIRS TO LEEMAN FERRY	105185	6/3/2025	4,347.47
	Total Paid by Vendor					4,347.47
PARKS & RECREATION YOUTH ATHLETIC LEAGUES	1000-30-30600-515520-00000000-	HSV AMER LEAG 050525	POP: 04/07/25 - 05/23/25 - BASKETBALL & SOFTBALL SU	104873	5/20/2025	9,625.00
	1000-30-30600-515520-00000000-	HSV CONT LEAG 050525	POP: 04/07/25-05/23/25- -BASKETBALL &SOFTBALL SUB	104876	5/20/2025	600.00
	1000-30-30600-515520-00000000-	HSV LAKEWD LEAG 0525	POP: 04/07/25 -05/23/25 -BASKETBALL & SOFTBALL SUB	104875	5/20/2025	2,000.00
	1000-30-30600-515520-00000000-	HSV LIB LEAG 050525	POP: 04/07/25 -05/23/25-BASKETBALL & SOFTBALL SUB	104878	5/20/2025	5,050.00
	1000-30-30600-515520-00000000-	HSV METRO LEAG 0525	POP: 04/07/25 - 05/23/25 - BASEBALL/SOFTBALL SUB	104877	5/20/2025	1,600.00
	1000-30-30600-515520-00000000-	HSV NORTH LEAG 0525	POP: 04/07/25 -05/23/25 - BASKETBALL & SOFTBALL	104874	5/20/2025	2,925.00
	1000-30-30600-515520-00000000-	HSV EAST LEAG 050525	POP: 04/07/25 -05/23/25- BASEBALL/SOFTBALL SUB 25	105005	5/27/2025	10,375.00
	1000-30-30600-515520-00000000-	HSV INT LEAG 050525	POP: 04/07/25 -05/23/25-BASEBALL/SOFTBALL SUB-25	105004	5/27/2025	13,350.00
	Total Paid by Vendor					45,525.00
PAUL HOWARD	1000-19-00000-515190-00000000-	SETTL CL FY25-151	SETTL CLAIM FY25-151	105032	5/27/2025	385.80
	Total Paid by Vendor					385.80
PEACE COMMUNICATIONS HUNTSVILLE LLC	1000-17-17300-520200-00000000-	63062	POP 5/23/25 PEACE CABLING WORK AT NATATORIUM	90007171	5/27/2025	1,325.00
	Total Paid by Vendor					1,325.00
PERFORMANCE TIRE & SERVICE CENTER LLC	1000-00-00000-140101-00000000-	111004	TIRE	104934	5/20/2025	1,348.50
	1000-15-15100-513030-00000000-	110868	COM TX 052225/110868	105189	6/3/2025	858.00
	1000-00-00000-140101-00000000-	111120	TIRE	105189	6/3/2025	2,268.31
	1000-00-00000-140101-00000000-	111168	TIRE	105189	6/3/2025	2,728.40
	Total Paid by Vendor					7,203.21
PIONEER MANUFACTURING COMPANY INC	1000-52-52300-513010-00000000-	INV-250355	WHITE PAINT FOR FIELDS - SPORTS	104936	5/20/2025	7,125.00
	Total Paid by Vendor					7,125.00
PITNEY BOWES GLOBAL FINANCIAL SERVICES	1000-12-12500-515340-00000000-	3320692087	POP 3/24/25-6/23/25PITNEY BOWES QUARTERLY	90007108	5/20/2025	2,198.97

	Total Paid by Vendor					2,198.97
POND MANAGEMENT GROUP HOLDINGS LLC	1000-52-52100-515370-00000000-	INV-25-19399	POP 5/1/25-5/31/25 POND MAINTENANCE	104915	5/20/2025	484.00
	1000-52-52100-515370-00000000-	INV-25-19465	POP 5/1/25-5/31/25 POND MAINTENANCE	104915	5/20/2025	1,400.00
	Total Paid by Vendor					1,884.00
PORTER ROOFING CONTRACTORS INC	1000-14-14300-513010-00000000-	23863	POP 4/30/25-5/8/25 ROOF REPAIRS	104937	5/20/2025	168.09
	1000-14-14300-513010-00000000-	23862	POP 4/22/25-5/8/25 ROOF REPAIRS	104937	5/20/2025	478.17
	1000-14-14300-513010-00000000-	23861	POP 4/22/25-5/8/25 ROOF REPAIRS	104937	5/20/2025	776.05
	1000-14-14300-513010-00000000-	23859	POP 4/25/25-5/8/25 ROOF REPAIRS	104937	5/20/2025	485.87
	1000-14-14300-513010-00000000-	23860	POP 4/16/25-5/8/25 ROOF REPAIRS	104937	5/20/2025	4,757.80
	1000-14-14300-513010-00000000-	23934	POP 5/5/25-5/8/25 ROOF REPAIRS	105190	6/3/2025	616.16
	1000-14-14300-513010-00000000-	23932	POP 5/2/25-5/8/25 ROOF REPAIRS	105190	6/3/2025	445.98
	1000-14-14300-513010-00000000-	23933	POP 5/5/25-5/8/25 ROOF REPAIRS	105190	6/3/2025	329.09
	Total Paid by Vendor					8,057.21
	1000-15-15100-513030-00000000-	34172	COM TX 051325/34172	90007109	5/20/2025	495.95
PREMIER ON SITE FLEET SERVICES	1000-15-15100-513030-00000000-	34172	COM TX 051325/34172	90007109	5/20/2025	834.65
	Total Paid by Vendor					1,330.60
	1000-16-16300-518010-00000000-	265661	POP 4/1/25-4/30/25 PREMISE HEALTH MEDICAL STAFF	90007110	5/20/2025	99,377.04
PREMISE HEALTH SYSTEMS INC	1000-16-16300-518020-00000000-	265661	POP 4/1/25-4/30/25 PREMISE HEALTH MEDICAL STAFF	90007110	5/20/2025	16,964.75
	1000-16-16300-518040-00000000-	264492	POP 5/1/25-5/31/25 PREMISEHEALTH RETIREE PROGRAM	90007110	5/20/2025	42,831.00
	Total Paid by Vendor					159,172.79
PRIME APPARELL LLC	1000-42-42100-515670-00000000-	007657	WORLD FIREFIGHTER GAMES T-SHIRTS	105191	6/3/2025	147.00
	Total Paid by Vendor					147.00
PRO ELECTRIC INC	1000-42-42200-515130-00000000-	W43653	POP 4/2/25-4/14/25 ST 18 COMPRESSOR WIRING	90007112	5/20/2025	2,502.45
	1000-42-42200-515130-00000000-	W43654	POP 4/2/25-4/15/25 ST 17 COMPRESSOR WIRING	90007112	5/20/2025	4,278.35
	1000-14-14300-513010-00000000-	W43657	POP 4/3/25-4/14/25 ELECTRICAL REPAIRS	90007112	5/20/2025	6,537.01
	1000-14-14300-513010-00000000-	W43686	POP 5/1/25-5/5/25 ELECTRICAL REPAIRS	90007249	6/3/2025	255.00
	1000-14-14300-513010-00000000-	W43684	POP 5/1/25-5/5/25 ELECTRICAL REPAIRS	90007249	6/3/2025	1,197.84
	1000-53-53200-513010-PK1030XX-	W43677	POP 5/19/25 REPLACE CAN LIGHTS IN ELEVATOR LOBBY	90007249	6/3/2025	620.00
	Total Paid by Vendor					15,390.65
	1000-14-14300-513010-00000000-	102584	POP 4/2/25-4/30/25 CLEAN COILING TOWERS OFFLINE	90007113	5/20/2025	8,855.00
PRO-AIR SERVICES INC	1000-14-14300-513010-00000000-	102585	POP 4/17/25-4/29/25 HVAC REPAIRS	90007113	5/20/2025	319.62
	1000-14-14300-513010-00000000-	102586	POP 3/11/25-4/29/25 HVAC REPAIRS	90007113	5/20/2025	1,028.07
	1000-14-14300-513010-00000000-	102587	POP 4/25/25-4/29/25 HVAC REPAIRS	90007113	5/20/2025	144.00
	1000-14-14300-513010-00000000-	102588	POP 4/21/25-4/29/25 HVAC REPAIRS	90007113	5/20/2025	216.00
	1000-14-14300-513010-00000000-	102590	POP 4/18/25-5/2/25 HVAC REPAIRS	90007113	5/20/2025	1,246.60
	1000-14-14300-513010-00000000-	102628	POP 4/28/25-5/13/25 HVAC REPAIRS	90007172	5/27/2025	2,461.17
	1000-14-14300-513010-00000000-	102630	POP 4/24/25-5/13/25 HVAC REPAIRS	90007172	5/27/2025	5,772.73
	1000-14-14300-513010-00000000-	102631	POP 4/30/25-5/13/25 HVAC REPAIRS	90007250	6/3/2025	510.90
	Total Paid by Vendor					20,554.09
	1000-15-15100-513030-00000000-	3117222	COM TX 051225/3117222	104938	5/20/2025	250.00
	Total Paid by Vendor					250.00
PROPOST PROPERTIES LLC	1000-53-53200-515700-PK1030XX-	UTIL-MAY-2025	POP 5/1/25-5/31/25 UTILITY REIMBURSEMENT	105192	6/3/2025	1,563.84
	Total Paid by Vendor					1,563.84
QUALITY GLASS CO	1000-14-14300-513010-00000000-	50799	POP 4/1/25-5/9/25 GLASS REPAIRS	105033	5/27/2025	638.39
	1000-14-14300-513010-00000000-	50825	POP 1/9/25 GLASS REPAIRS	105033	5/27/2025	438.56
	Total Paid by Vendor					1,076.95
READY FITNESS	1000-42-42100-515050-00000000-	64040	CPAT CLIMB MILL	105034	5/27/2025	5,984.82
	Total Paid by Vendor					5,984.82
REFUND PAYMENTS	1000-00-00000-110008-00000000-	REF 24T0001244/47		104955	5/20/2025	1,300.00
	1000-00-00000-110008-00000000-	REF 24T0035394		104952	5/20/2025	636.00
	1000-00-00000-110008-00000000-	REF 24T0002370		104953	5/20/2025	1,000.00
	1000-00-00000-130205-00000000-	REFUND #52672	REFUND FOR CM TP # 52672	104947	5/20/2025	31.67
	1000-30-30405-422102-00000000-	REF MOD 4/26/25	EVENT CANCELLED- REFUND	104954	5/20/2025	1,000.00
	1000-00-00000-130205-00000000-	REFUND #56882	REFUND# 56882 CONSUMER'S USE TAX PENALTY WAIVED	104945	5/20/2025	5,372.57
	1000-00-00000-130205-00000000-	REFUND #1070	REFUND #1070- OVERPAYMENT OF SELLER'S USE TAX	104946	5/20/2025	66,207.22
	1000-00-00000-130205-00000000-	REFUND #53883	REFUND #53883 FOR PENALTY WAIVED MAR 2024	104941	5/20/2025	50.00
	1000-72-00000-410200-00000000-	REFUND #693129	REF PERMIT #665828 JOB 330643, NO WORK PERFORM	104944	5/20/2025	241.38
	1000-00-00000-110008-00000000-	REF 24T0016084		104948	5/20/2025	86.00
	1000-00-00000-110008-00000000-	REF 24T0008817		104951	5/20/2025	636.00
	1000-30-30405-422102-00000000-	REFUND #85703146	EVENT CANCELLED DUE TO WEATHER	104943	5/20/2025	200.00
	1000-00-00000-130205-00000000-	REFUND #71146A	REFUND #71146 FOR PENALTY WAIVED	104939	5/20/2025	50.00

	1000-00-00000-130205-00000000-	REFUND #72788	REFUND #72788 FOR PENALTY WAIVED	104940	5/20/2025	50.00
	1000-00-00000-130205-00000000-	REFUND #31277A	REFUND #31277 TOBACCO PACKAGES DAMAGED	104942	5/20/2025	160.29
	1000-00-00000-110008-00000000-	REF 24T0026587		104949	5/20/2025	211.00
	1000-00-00000-110008-00000000-	REF 10894241		104950	5/20/2025	500.00
	1000-00-00000-130205-00000000-	#74886-MARCH 2025	#74886 REF TAX FOR JOB S/B TAX EXEMPT MARCH 2025	104956	5/20/2025	1,449.21
	1000-00-00000-110008-00000000-	REF 23T0001421-24		105038	5/27/2025	2,100.00
	1000-00-00000-110008-00000000-	REF 24T0025533		105037	5/27/2025	596.00
	1000-00-00000-110008-00000000-	REF 23T0011028/29		105200	6/3/2025	1,650.00
	1000-00-00000-110008-00000000-	REF 24T0015734		105199	6/3/2025	179.00
	1000-00-00000-110008-00000000-	REF 25OV000062		105196	6/3/2025	396.00
	1000-00-00000-110008-00000000-	REF 25T0010247		105195	6/3/2025	36.00
	1000-00-00000-110008-00000000-	REF 24T0018273		105202	6/3/2025	436.00
	1000-00-00000-130205-00000000-	REFUND #567	REFUND FOR USE TAX #567	105040	5/27/2025	47,269.68
	1000-00-00000-130205-00000000-	REFUND #72705	REFUND FOR SALES TAX #72705	105039	5/27/2025	2,389.90
	1000-00-00000-460400-00000000-	REFUND #409132	REFUND FOR PARKING	105035	5/27/2025	4.00
	1000-00-00000-130205-00000000-	REFUND #562	REFUND FOR SALES TAX #562	105036	5/27/2025	263.50
	1000-30-30403-422154-00000000-	REFUND 5/28/25	REFUND FOR ONLINE CLASS	105201	6/3/2025	150.00
	1000-30-30403-422154-00000000-	REFUND REC #85569189	CLASS WAS CANCELLED FOR LIFEGUARD CERT	105194	6/3/2025	150.00
	1000-00-00000-110008-00000000-	REF 11178949	REFUND BOND ON CASE# 11178949	105198	6/3/2025	1,000.00
	1000-00-00000-460400-00000000-	REFUND #442A	#442 TAX REFUND (REPLACES CK #70221 12/09/21)	105197	6/3/2025	5,276.84
	Total Paid by Vendor					141,078.26
REGIONS BANK	1000-19-00000-515040-00000000-	25040002748	POP 4/1/25-4/30/25 BANK FEES W/REGIONS	105203	6/3/2025	1,518.76
	1000-00-00000-200006-00000000-	5/25 PMT-4/25 TRX	POP: 04/01/25-04/30/25 MAY PCARD PAYMENT	104845	5/19/2025	135,105.82
	Total Paid by Vendor					136,624.58
REPUBLIC SERVICES INC	1000-52-52200-515730-00000000-	0979-001153161	LM REFUSE CONTAINER SERVICES - 3RD QTR (BLANKET)	104957	5/20/2025	404.25
	1000-52-52300-515730-00000000-	0979-001153161	LM REFUSE CONTAINER SERVICES - 3RD QTR (BLANKET)	104957	5/20/2025	404.25
	1000-52-52500-515730-00000000-	0979-001153161	LM REFUSE CONTAINER SERVICES - 3RD QTR (BLANKET)	104957	5/20/2025	134.75
	1000-52-52600-515730-00000000-	0979-001153161	LM REFUSE CONTAINER SERVICES - 3RD QTR (BLANKET)	104957	5/20/2025	404.25
	1000-52-52700-515730-00000000-	0979-001153161	LM REFUSE CONTAINER SERVICES - 3RD QTR (BLANKET)	104957	5/20/2025	404.25
	1000-55-55400-515730-00000000-	0979-001156223	FY25 BLANKET FOR 30YD ROLL OFF-MAINT	104957	5/20/2025	351.60
	1000-14-14310-515370-00000000-	0979-001153136	POP 4/1/25-4/30/25 -REFUSE SVS	104957	5/20/2025	8,019.46
	Total Paid by Vendor					10,122.81
RETIREMENT SYSTEMS OF ALABAMA	1000-00-00000-210160-00000000-	402722	Payroll Run 1 - Warrant 250511	104825	5/14/2025	1,421,822.84
	1000-00-00000-210160-00000000-	404464	Payroll Run 1 - Warrant 250525	105071	5/28/2025	1,428,305.09
	Total Paid by Vendor					2,850,127.93
RICHARD K LAO	1000-41-41100-515670-00000000-	71	POP 5/6/25- 5/16/25 UNIFORM ALTERATIONS	104925	5/20/2025	38.00
	1000-41-41100-515670-00000000-	72	POP 5/6/25- 5/16/25 UNIFORM ALTERATIONS	104925	5/20/2025	38.00
	1000-41-41100-515670-00000000-	73	POP 5/6/25- 5/16/25 UNIFORM ALTERATIONS	104925	5/20/2025	13.00
	1000-41-41100-515670-00000000-	74	POP 5/6/25- 5/16/25 UNIFORM ALTERATIONS	104925	5/20/2025	38.00
	1000-41-41100-515670-00000000-	75	POP 5/6/25- 5/16/25 UNIFORM ALTERATIONS	104925	5/20/2025	53.00
	1000-41-41100-515670-00000000-	76	POP 5/6/25- 5/16/25 UNIFORM ALTERATIONS	104925	5/20/2025	53.00
	1000-41-41100-515670-00000000-	77	POP 5/6/25- 5/16/25 UNIFORM ALTERATIONS	104925	5/20/2025	25.00
	1000-41-41100-515670-00000000-	78	POP 5/6/25- 5/16/25 UNIFORM ALTERATIONS	104925	5/20/2025	53.00
	Total Paid by Vendor					311.00
RIVER CITY SHREDDING, LLC	1000-12-12100-515375-00000000-	54343	POP 5/12/25-5/23/25SHREDDING SERVICES FOR CITY DEP	90007253	6/3/2025	368.00
	Total Paid by Vendor					368.00
ROCKET CITY FEDERAL CREDIT UNION	1000-14-14300-515460-00000000-	062025	POP 6/1/25-6/30/25 FIRE SUPPLY LEASE	105041	5/27/2025	8,000.00
	Total Paid by Vendor					8,000.00
RP MEDIA	1000-10-10200-515010-00000000-	0425	POP 4/1/25-5/1/25 DIGITAL BILLBOARD SERVICES	105207	6/3/2025	1,200.00
	1000-10-10200-515010-00000000-	0525	POP 5/1/25-6/1/25 DIGITAL BILLBOARD SERVICE	105207	6/3/2025	1,200.00
	1000-10-10200-515010-00000000-	0625	POP 6/1/25-7/1/25 DIGITAL BILLBOARD SERVICES	105207	6/3/2025	1,200.00
	Total Paid by Vendor					3,600.00
RUSSELL CLINICS, LLC	1000-41-41250-515160-00000000-	418825	K9 VET BILLS-BLENKET PO	90007174	5/27/2025	153.70
	1000-41-41250-515160-00000000-	418826	K9 VET BILLS-BLENKET PO	90007174	5/27/2025	153.70
	1000-41-41250-515160-00000000-	418824	K9 VET BILLS-BLENKET PO	90007174	5/27/2025	65.07
	1000-41-41250-515160-00000000-	420208	K9 VET BILLS-BLENKET PO	90007174	5/27/2025	43.75
	1000-41-41250-515160-00000000-	418839	K9 VET BILLS-BLENKET PO	90007174	5/27/2025	47.75
	1000-41-41250-515160-00000000-	420000	K9 VET BILLS-BLENKET PO	90007174	5/27/2025	88.63
	Total Paid by Vendor					552.60
RYAN THOMAS HUGHES	1000-41-41100-515340-00000000-	1015	POP: 05/29/25-WINDOW TINT SERVICES	105090	6/3/2025	800.00
	Total Paid by Vendor					800.00

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	1000-15-15100-513030-00000000-	4230021673	COM TX 0523025/4230021673	90007200	6/3/2025	33.00
	Total Paid by Vendor					12,122.52
SANSOM EQUIPMENT COMPANY INC	1000-15-15100-513030-00000000-	W02554	COM TX 052325/W02554	105043	5/27/2025	268.06
	1000-15-15100-513030-00000000-	W02554	COM TX 052325/W02554	105043	5/27/2025	409.50
	1000-15-15100-513030-00000000-	W02554	COM TX 052325/W02554	105043	5/27/2025	5.36
	Total Paid by Vendor					682.92
SCOTT LIGHTING SUPPLY CO	1000-14-14300-513010-00000000-	133668	2025 BLANKET PO ELECTRICAL MISC ITEMS	90007116	5/20/2025	14.72
	1000-14-14300-513010-00000000-	133669	2025 BLANKET PO - SPECIFIC ELECTRICAL ITEMS	90007116	5/20/2025	69.00
	1000-14-14300-513010-00000000-	133654	2025 BLANKET PO ELECTRICAL MISC ITEMS	90007116	5/20/2025	73.00
	1000-14-14300-513010-00000000-	133662	2025 BLANKET PO ELECTRICAL MISC ITEMS	90007116	5/20/2025	77.64
	1000-14-14300-513010-00000000-	133693	2025 BLANKET PO ELECTRICAL MISC ITEMS	90007116	5/20/2025	17.50
	1000-14-14300-513010-00000000-	133749	2025 BLANKET PO ELECTRICAL MISC ITEMS	90007175	5/27/2025	77.48
	1000-14-14300-513010-00000000-	133739	ELECTRICAL MISC ITEMS	90007175	5/27/2025	36.88
	1000-14-14300-513010-00000000-	133750	2025 BLANKET PO - SPECIFIC ELECTRICAL ITEMS	90007256	6/3/2025	299.70
	1000-14-14300-513010-00000000-	A116438	2025 BLANKET PO - SPECIFIC ELECTRICAL ITEMS	90007256	6/3/2025	69.00
	Total Paid by Vendor					734.92
SERVICE STEEL INC	1000-00-00000-140101-00000000-	145754	STEEL	104961	5/20/2025	83.00
	Total Paid by Vendor					83.00
SERVICEWEAR APPAREL	1000-14-14300-515670-00000000-	0057268596	UNIFORMS - GENERAL SERVICES (BLANKET)	90007117	5/20/2025	71.22
	1000-52-52100-515670-00000000-	0057288135	UNIFORMS-LANDSCAPE MANAGEMENT (BLANKET)	90007117	5/20/2025	97.37
	1000-52-52100-515670-00000000-	0057288134	UNIFORMS-LANDSCAPE MANAGEMENT (BLANKET)	90007117	5/20/2025	193.08
	1000-52-52100-515670-00000000-	0057288133	UNIFORMS-LANDSCAPE MANAGEMENT (BLANKET)	90007117	5/20/2025	77.34
	1000-52-52100-515670-00000000-	0057278619	UNIFORMS-LANDSCAPE MANAGEMENT (BLANKET)	90007117	5/20/2025	41.74
	1000-52-52100-515670-00000000-	0057278618	UNIFORMS-LANDSCAPE MANAGEMENT (BLANKET)	90007117	5/20/2025	26.51
	1000-52-52100-515670-00000000-	0057278617	UNIFORMS-LANDSCAPE MANAGEMENT (BLANKET)	90007117	5/20/2025	20.87
	1000-52-52100-515670-00000000-	0057260687	UNIFORMS-LANDSCAPE MANAGEMENT (BLANKET)	90007117	5/20/2025	76.12
	1000-52-52100-515670-00000000-	0057260685	UNIFORMS-LANDSCAPE MANAGEMENT (BLANKET)	90007117	5/20/2025	83.48
	1000-52-52100-515670-00000000-	0057260683	UNIFORMS-LANDSCAPE MANAGEMENT (BLANKET)	90007117	5/20/2025	81.37
	1000-52-52100-515670-00000000-	0057306516	UNIFORMS-LANDSCAPE MANAGEMENT (BLANKET)	90007117	5/20/2025	78.33
	1000-52-52100-515670-00000000-	0057296633	UNIFORMS-LANDSCAPE MANAGEMENT (BLANKET)	90007117	5/20/2025	80.60
	1000-52-52100-515670-00000000-	0057296632	UNIFORMS-LANDSCAPE MANAGEMENT (BLANKET)	90007117	5/20/2025	256.60
	1000-52-52100-515670-00000000-	0057296631	UNIFORMS-LANDSCAPE MANAGEMENT (BLANKET)	90007117	5/20/2025	79.99
	1000-52-52100-515670-00000000-	0057296630	UNIFORMS-LANDSCAPE MANAGEMENT (BLANKET)	90007117	5/20/2025	20.38
	1000-52-52100-515670-00000000-	00308675	CM FOR 0057242656	90007117	5/20/2025	-41.74
	1000-52-52100-515670-00000000-	0057335618	UNIFORMS-LANDSCAPE MANAGEMENT (BLANKET)	90007117	5/20/2025	146.88
	1000-52-52100-515670-00000000-	0057316605	UNIFORMS-LANDSCAPE MANAGEMENT (BLANKET)	90007117	5/20/2025	48.37
	1000-52-52100-515670-00000000-	0057316606	UNIFORMS-LANDSCAPE MANAGEMENT (BLANKET)	90007117	5/20/2025	62.61
	1000-52-52100-515670-00000000-	0057316608	UNIFORMS-LANDSCAPE MANAGEMENT (BLANKET)	90007117	5/20/2025	14.80
	1000-52-52100-515670-00000000-	0057335613	UNIFORMS-LANDSCAPE MANAGEMENT (BLANKET)	90007117	5/20/2025	81.37
	1000-52-52100-515670-00000000-	0057326274	UNIFORMS-LANDSCAPE MANAGEMENT (BLANKET)	90007117	5/20/2025	38.25
	1000-52-52100-515670-00000000-	0057326273	UNIFORMS-LANDSCAPE MANAGEMENT (BLANKET)	90007117	5/20/2025	76.50
	1000-52-52100-515670-00000000-	0057326271	UNIFORMS-LANDSCAPE MANAGEMENT (BLANKET)	90007117	5/20/2025	39.82
	1000-52-52100-515670-00000000-	0057326270	UNIFORMS-LANDSCAPE MANAGEMENT (BLANKET)	90007117	5/20/2025	131.14
	1000-55-55100-515670-00000000-	0057306515	FY25 UNIFORMS-PWS-ADM/CONST/MAINT	90007117	5/20/2025	71.22
	1000-55-55100-515670-00000000-	0057288131	FY25 UNIFORMS-PWS-ADM/CONST/MAINT	90007117	5/20/2025	103.02
	1000-55-55100-515670-00000000-	0057296634	FY25 UNIFORMS-PWS-ADM/CONST/MAINT	90007117	5/20/2025	59.73
	1000-55-55100-515670-00000000-	0057306517	FY25 UNIFORMS-PWS-ADM/CONST/MAINT	90007117	5/20/2025	291.53
	1000-55-55100-515670-00000000-	00316950	CREDIT MEMO 0057268599	90007117	5/20/2025	-18.47
	1000-14-14300-515670-00000000-	0057296627	UNIFORMS - GENERAL SERVICES (BLANKET)	90007117	5/20/2025	71.22
	1000-50-00000-515670-00000000-	0057335623	FY25 UNIFORMS - ANIMAL SERVICES - BLANKET	90007117	5/20/2025	186.08
	1000-51-00000-515670-00000000-	0057296628	UNIFORMS-CEMETERY DEPT (BLANKET)	90007117	5/20/2025	71.22
	1000-53-53100-515670-00000000-	0057010148	PARKING UNIFORMS - BLANKET PO	90007117	5/20/2025	131.18
	1000-52-52100-515670-00000000-	0057344476	UNIFORMS-LANDSCAPE MANAGEMENT (BLANKET)	90007176	5/27/2025	81.37
	1000-52-52100-515670-00000000-	0057344477	UNIFORMS-LANDSCAPE MANAGEMENT (BLANKET)	90007176	5/27/2025	81.37
	1000-52-52100-515670-00000000-	0057344479	UNIFORMS-LANDSCAPE MANAGEMENT (BLANKET)	90007176	5/27/2025	81.37
	1000-52-52100-515670-00000000-	0057344481	UNIFORMS-LANDSCAPE MANAGEMENT (BLANKET)	90007176	5/27/2025	81.37
	1000-52-52100-515670-00000000-	0057344482	UNIFORMS-LANDSCAPE MANAGEMENT (BLANKET)	90007176	5/27/2025	71.22
	1000-52-52100-515670-00000000-	0057344483	UNIFORMS-LANDSCAPE MANAGEMENT (BLANKET)	90007176	5/27/2025	108.40
	1000-52-52100-515670-00000000-	0057344486	UNIFORMS-LANDSCAPE MANAGEMENT (BLANKET)	90007176	5/27/2025	156.49
	1000-52-52100-515670-00000000-	0057344489	UNIFORMS-LANDSCAPE MANAGEMENT (BLANKET)	90007176	5/27/2025	69.86
	1000-55-55100-515670-00000000-	0057326272	FY25 UNIFORMS-PWS-ADM/CONST/MAINT	90007176	5/27/2025	78.34

1000-55-55100-515670-00000000-	0057316607	FY25 UNIFORMS-PWS-ADM/CONST/MAINT	90007176	5/27/2025	243.29
1000-55-55100-515670-00000000-	0057326269	FY25 UNIFORMS-PWS-ADM/CONST/MAINT	90007176	5/27/2025	93.84
1000-55-55100-515670-00000000-	0057344480	FY25 UNIFORMS-PWS-ADM/CONST/MAINT	90007176	5/27/2025	27.46
1000-55-55100-515670-00000000-	0057344485	FY25 UNIFORMS-PWS-ADM/CONST/MAINT	90007176	5/27/2025	80.67
1000-55-55100-515670-00000000-	0057316603	FY25 UNIFORMS-PWS-ADM/CONST/MAINT	90007176	5/27/2025	54.92
1000-55-55100-515670-00000000-	0057316604	FY25 UNIFORMS-PWS-ADM/CONST/MAINT	90007176	5/27/2025	54.92
1000-55-55100-515670-00000000-	0057344478	FY25 UNIFORMS-PWS-ADM/CONST/MAINT	90007176	5/27/2025	82.38
1000-55-55100-515670-00000000-	0057335616	FY25 UNIFORMS-PWS-ADM/CONST/MAINT	90007176	5/27/2025	168.22
1000-55-55100-515670-00000000-	0057335617	FY25 UNIFORMS-PWS-ADM/CONST/MAINT	90007176	5/27/2025	248.20
1000-55-55100-515670-00000000-	0057335615	FY25 UNIFORMS-PWS-ADM/CONST/MAINT	90007176	5/27/2025	479.75
1000-55-55100-515670-00000000-	0057316602	FY25 UNIFORMS-PWS-ADM/CONST/MAINT	90007176	5/27/2025	82.38
1000-55-55100-515670-00000000-	0057326268	FY25 UNIFORMS-PWS-ADM/CONST/MAINT	90007176	5/27/2025	108.40
1000-55-55100-515670-00000000-	0057335614	FY25 UNIFORMS-PWS-ADM/CONST/MAINT	90007176	5/27/2025	488.66
1000-75-75200-515670-00000000-	0001013	UNIFORMS(TRAFFIC ENGINEERING)-THIRD PARTY	90007176	5/27/2025	61.97
1000-75-75300-515670-00000000-	0001013	UNIFORMS(TRAFFIC ENGINEERING)-THIRD PARTY	90007176	5/27/2025	185.91
1000-52-52100-515670-00000000-	0057372125	UNIFORMS-LANDSCAPE MANAGEMENT (BLANKET)	90007176	5/27/2025	168.15
1000-52-52100-515670-00000000-	0057372114	UNIFORMS-LANDSCAPE MANAGEMENT (BLANKET)	90007176	5/27/2025	51.30
1000-52-52100-515670-00000000-	0057372112	UNIFORMS-LANDSCAPE MANAGEMENT (BLANKET)	90007176	5/27/2025	81.37
1000-52-52100-515670-00000000-	0057361164	UNIFORMS-LANDSCAPE MANAGEMENT (BLANKET)	90007176	5/27/2025	95.44
1000-52-52100-515670-00000000-	0057361163	UNIFORMS-LANDSCAPE MANAGEMENT (BLANKET)	90007176	5/27/2025	162.36
1000-52-52100-515670-00000000-	0057361162	UNIFORMS-LANDSCAPE MANAGEMENT (BLANKET)	90007176	5/27/2025	149.25
1000-50-00000-515670-00000000-	0001014	UNIFORMS ANIMAL SERVICES (THIRD PARTY)	90007176	5/27/2025	59.04
1000-50-00000-515670-00000000-	0001012	UNIFORMS ANIMAL SERVICES (THIRD PARTY)	90007176	5/27/2025	493.97
1000-50-00000-515670-00000000-	0001016	UNIFORMS ANIMAL SERVICES (THIRD PARTY)	90007176	5/27/2025	368.89
1000-50-00000-515670-00000000-	0001017	UNIFORMS ANIMAL SERVICES THIRD PARTY	90007176	5/27/2025	329.54
1000-52-52100-515670-00000000-	0057352855	UNIFORMS-LANDSCAPE MANAGEMENT (BLANKET)	90007176	5/27/2025	170.45
1000-52-52100-515670-00000000-	0057352856	UNIFORMS-LANDSCAPE MANAGEMENT (BLANKET)	90007176	5/27/2025	81.37
1000-52-52100-515670-00000000-	0057352857	UNIFORMS-LANDSCAPE MANAGEMENT (BLANKET)	90007176	5/27/2025	71.22
1000-52-52100-515670-00000000-	0057382379	UNIFORMS-LANDSCAPE MANAGEMENT (BLANKET)	90007176	5/27/2025	88.87
1000-75-75300-515670-00000000-	0057392917	UNIFORMS-TRAFFIC ENGINEERING (BLANKET)	90007257	6/3/2025	20.38
1000-52-52100-515670-00000000-	0057392916	UNIFORMS-LANDSCAPE MANAGEMENT (BLANKET)	90007257	6/3/2025	20.87
1000-52-52100-515670-00000000-	0057392918	UNIFORMS-LANDSCAPE MANAGEMENT (BLANKET)	90007257	6/3/2025	165.93
1000-52-52100-515670-00000000-	0057402683	UNIFORMS-LANDSCAPE MANAGEMENT (BLANKET)	90007257	6/3/2025	41.74
1000-52-52100-515670-00000000-	0057406235	UNIFORMS-LANDSCAPE MANAGEMENT (BLANKET)	90007257	6/3/2025	118.55
1000-52-52100-515670-00000000-	0057406234	UNIFORMS-LANDSCAPE MANAGEMENT (BLANKET)	90007257	6/3/2025	68.19
1000-14-14300-515670-00000000-	0057078293	UNIFORMS - GENERAL SERVICES (BLANKET)	90007257	6/3/2025	89.06
1000-51-00000-515670-00000000-	0057225523	UNIFORMS-CEMETERY DEPT (BLANKET)	90007257	6/3/2025	71.22
1000-52-52100-515670-00000000-	0057414701	UNIFORMS-LANDSCAPE MANAGEMENT (BLANKET)	90007257	6/3/2025	118.55
1000-15-15100-515670-00000000-	0001023	UNIFORMS-FLEET SERVICES(THIRD PARTY)	90007257	6/3/2025	495.76
1000-52-52100-515670-00000000-	0057414709	UNIFORMS-LANDSCAPE MANAGEMENT (BLANKET)	90007257	6/3/2025	185.29
1000-52-52100-515670-00000000-	0057414708	UNIFORMS-LANDSCAPE MANAGEMENT (BLANKET)	90007257	6/3/2025	169.32
1000-52-52100-515670-00000000-	0057414707	UNIFORMS-LANDSCAPE MANAGEMENT (BLANKET)	90007257	6/3/2025	20.87
1000-52-52100-515670-00000000-	0057414704	UNIFORMS-LANDSCAPE MANAGEMENT (BLANKET)	90007257	6/3/2025	81.37
1000-52-52100-515670-00000000-	0057414703	UNIFORMS-LANDSCAPE MANAGEMENT (BLANKET)	90007257	6/3/2025	118.55
1000-52-52100-515670-00000000-	0057414702	UNIFORMS-LANDSCAPE MANAGEMENT (BLANKET)	90007257	6/3/2025	192.93
1000-30-30100-515670-00000000-	0057316609	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90007257	6/3/2025	106.90
1000-30-30100-515670-00000000-	0057382380	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90007257	6/3/2025	38.34
1000-30-30100-515670-00000000-	0057296636	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90007257	6/3/2025	77.25
1000-30-30100-515670-00000000-	0057316614	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90007257	6/3/2025	77.25
1000-30-30100-515670-00000000-	0057316616	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90007257	6/3/2025	104.09
1000-30-30100-515670-00000000-	0057352858	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90007257	6/3/2025	78.34
1000-30-30100-515670-00000000-	0057372117	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90007257	6/3/2025	115.85
1000-30-30100-515670-00000000-	0057372123	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90007257	6/3/2025	13.05
1000-30-30100-515670-00000000-	0057372124	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90007257	6/3/2025	91.39
1000-30-30100-515340-00000000-	0057382381	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90007257	6/3/2025	7.50
1000-30-30100-515670-00000000-	0057382381	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90007257	6/3/2025	38.80
1000-30-30100-515670-00000000-	0057382384	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90007257	6/3/2025	116.68
1000-30-30100-515670-00000000-	0057392920	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90007257	6/3/2025	102.54
1000-30-30100-515670-00000000-	0057406239	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90007257	6/3/2025	77.25
1000-30-30100-515670-00000000-	0057406242	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90007257	6/3/2025	154.50
1000-30-30100-515670-00000000-	0057406244	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90007257	6/3/2025	117.14

	1000-30-30100-515670-00000000-	0057414715	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90007257	6/3/2025	51.50
	1000-30-30100-515340-00000000-	0057372119	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90007257	6/3/2025	7.50
	1000-30-30100-515670-00000000-	0057372119	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90007257	6/3/2025	51.30
	1000-55-55100-515670-00000000-	0057361161	FY25 UNIFORMS-PWS-ADM/CONST/MAINT	90007257	6/3/2025	26.51
	1000-55-55100-515670-00000000-	0057372113	FY25 UNIFORMS-PWS-ADM/CONST/MAINT	90007257	6/3/2025	109.84
	1000-55-55100-515670-00000000-	0057392914	FY25 UNIFORMS-PWS-ADM/CONST/MAINT	90007257	6/3/2025	224.47
	1000-55-55100-515670-00000000-	0057392915	FY25 UNIFORMS-PWS-ADM/CONST/MAINT	90007257	6/3/2025	22.96
	1000-55-55100-515670-00000000-	0057406236	FY25 UNIFORMS-PWS-ADM/CONST/MAINT	90007257	6/3/2025	54.92
	1000-55-55100-515670-00000000-	0057406237	FY25 UNIFORMS-PWS-ADM/CONST/MAINT	90007257	6/3/2025	133.99
	1000-55-55100-515670-00000000-	0057414706	FY25 UNIFORMS-PWS-ADM/CONST/MAINT	90007257	6/3/2025	220.67
	1000-55-55100-515670-00000000-	0057326276	FY25 UNIFORMS-PWS-ADM/CONST/MAINT	90007257	6/3/2025	18.47
	1000-30-30100-515670-00000000-	0057414711	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90007257	6/3/2025	143.88
	1000-15-15100-515670-00000000-	0057414705	2025 UNIFORMS FLEET SERVICES(BLANKET)	90007257	6/3/2025	145.26
	1000-30-30100-515670-00000000-	0057414713	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90007257	6/3/2025	38.80
	1000-30-30100-515670-00000000-	0057414716	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90007257	6/3/2025	115.13
	1000-30-30100-515670-00000000-	0057414717	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90007257	6/3/2025	38.80
	1000-30-30100-515670-00000000-	0057414710	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90007257	6/3/2025	38.80
	1000-30-30100-515670-00000000-	0057335621	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90007257	6/3/2025	76.33
	1000-30-30100-515670-00000000-	0057414718	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90007257	6/3/2025	76.79
	1000-30-30100-515670-00000000-	0057414719	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90007257	6/3/2025	77.25
	1000-30-30100-515670-00000000-	0057372127	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90007257	6/3/2025	116.68
	1000-30-30100-515670-00000000-	0057372126	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90007257	6/3/2025	117.14
	1000-30-30100-515670-00000000-	0057316610	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90007257	6/3/2025	76.79
	1000-14-14300-515670-00000000-	0057344484	UNIFORMS - GENERAL SERVICES (BLANKET)	90007257	6/3/2025	6.50
	Total Paid by Vendor					13,777.44
SHANA ACRAY	1000-19-00000-515190-00000000-	SETT CL# FY25-133	SETTLEMENT OF CL# FY25-133	105044	5/27/2025	550.00
	Total Paid by Vendor					550.00
SHATTUCK PAINTING	1000-14-14300-513010-00000000-	7386	POP 5/14/25-5/19/25 PAINTING FIRESTATION 1	105045	5/27/2025	739.25
	1000-14-14300-513010-00000000-	7385	POP 4/14/25-5/7/25 NORTH PRECINCT - PAINT ROOM	105045	5/27/2025	1,597.50
	1000-14-14300-513010-00000000-	7397	POP 4/25/25-5/29/25 PAINTING CONCRETE BLOCK	105209	6/3/2025	2,047.62
	Total Paid by Vendor					4,384.37
SHI INTERNATIONAL CORP	1000-17-17200-520300-00000000-	B19760108	POP 5/14/25-7/27/25 ADOBE - AD-LOWE	104962	5/20/2025	16.55
	1000-00-00000-140200-00000000-	B19770376	POP 07/27/25-07/27/26 ADOBE MTCE COH	105210	6/3/2025	41,919.45
	1000-17-17200-520300-00000000-	B19789281	POP 5/16/25-4/30/26 POWER BI PRO GCC FN	105210	6/3/2025	84.64
	1000-17-17200-520300-00000000-	B19790825	POP 6/1/25-4/30/25 M365 COPILOT FOR AD	105210	6/3/2025	339.90
	Total Paid by Vendor					42,360.54
SITEONE LANDSCAPE SUPPLY HOLDING LLC	1000-52-52700-513010-00000000-	153199770-001	40-0-0 FERTILIER FOR SOUTH MAINT	104964	5/20/2025	3,870.00
	1000-52-52600-513010-00000000-	153466712-001	SUPPLIES FOR LM DIVISIONS NON-BID (BLANKET)	104964	5/20/2025	409.00
	1000-52-52300-513013-00000000-	153246357-001	IRRIGATION NON-BID ITEMS - LANDSCAPE (BLANKET)	104964	5/20/2025	158.41
	1000-52-52300-513013-00000000-	153244481-001	IRRIGATION NON-BID ITEMS - LANDSCAPE (BLANKET)	104964	5/20/2025	779.28
	1000-52-52300-513013-00000000-	153243119-001	IRRIGATION NON-BID ITEMS - LANDSCAPE (BLANKET)	104964	5/20/2025	87.67
	1000-52-52300-513013-00000000-	153568723-001	IRRIGATION NON-BID ITEMS - LANDSCAPE (BLANKET)	104964	5/20/2025	213.94
	1000-51-00000-515340-00000000-	153790885-001	NON-BID NURSERY/TREES/SHRUBS/BLANKET PO	105047	5/27/2025	75.48
	1000-52-52300-513013-00000000-	153867531-001	IRRIGATION NON-BID ITEMS - LANDSCAPE (BLANKET)	105047	5/27/2025	68.15
	1000-52-52300-513013-00000000-	153844655-001	IRRIGATION NON-BID ITEMS - LANDSCAPE (BLANKET)	105047	5/27/2025	91.15
	1000-52-52300-513013-00000000-	153842236-001	IRRIGATION NON-BID ITEMS - LANDSCAPE (BLANKET)	105047	5/27/2025	10.00
	1000-52-52300-513013-00000000-	153809740-001	IRRIGATION NON-BID ITEMS - LANDSCAPE (BLANKET)	105047	5/27/2025	26.80
	1000-52-52300-513013-00000000-	153842665-001	IRRIGATION A-BID ITEMS (BLANKET)	105047	5/27/2025	49.44
	Total Paid by Vendor					5,839.32
SMALL CLAIMS COURT OF LIMESTONE COUNTY	1000-00-00000-210180-00000000-	402716	Payroll Run 1 - Warrant 250511	104840	5/14/2025	347.24
	1000-00-00000-210180-00000000-	404458	Payroll Run 1 - Warrant 250525	105086	5/29/2025	347.20
	Total Paid by Vendor					694.44
SMALL CLAIMS COURT OF MADISON COUNTY	1000-00-00000-210180-00000000-	402729	Payroll Run 1 - Warrant 250511	104834	5/14/2025	1,035.00
	1000-00-00000-210180-00000000-	404471	Payroll Run 1 - Warrant 250525	105080	5/29/2025	920.41
	Total Paid by Vendor					1,955.41
SNAP-ON INDUSTRIAL DIVISION	1000-15-15100-515610-00000000-	ARV/64652058	TOOLS - FLTHVY3	104965	5/20/2025	190.57
	Total Paid by Vendor					190.57
SOLID WASTE DISPOSAL AUTHORITY	1000-52-52900-515730-00000000-	T1008260	POP 4/1/25-4/30/25 LANDFILL TIPPING FEES	90007118	5/20/2025	106.53
	1000-53-53200-513010-PK1020XX-	T1008251	POP 4/1/25-4/30/25 LANDFILL DUMPS/TRASH	90007258	6/3/2025	99.16
	1000-53-53200-513010-PK1020XX-	T1008358	POP 5/1/25-5/31/25 LANDFILL DUMPS/TRASH	90007258	6/3/2025	2.45
	Total Paid by Vendor					208.14

SON MEDIA GROUP	1000-19-00000-515010-00000000-	6694	POP 5/14/25 SPEAKIN OUT NEWS	104967	5/20/2025	1,994.00
	1000-19-00000-515010-00000000-	6707	POP 5/28/25-6/4/25SPEAKIN OUT NEWS - CITY COUNCIL	105215	6/3/2025	4,963.00
	1000-19-00000-515010-00000000-	6708	POP 5/28/25-6/18/25SPEAKIN OUT NEWS - CITY COUNCIL	105215	6/3/2025	1,632.00
	1000-19-00000-515010-00000000-	6709	POP 5/28/25 SPEAKIN OUT NEWS - CITY COUNCIL	105215	6/3/2025	6,798.92
	Total Paid by Vendor					15,387.92
SOUTHEASTERN TRUCK BODY & EQUIPMENT INC	1000-15-15100-513030-00000000-	31884	COM TX 051425/31884	90007119	5/20/2025	79.50
	1000-15-15100-513030-00000000-	31884	COM TX 051425/31884	90007119	5/20/2025	41.20
	1000-15-15100-513030-00000000-	31884	COM TX 051425/31884	90007119	5/20/2025	360.00
	Total Paid by Vendor					480.70
SOUTHERN LANDSCAPE & LAWN CARE INC	1000-52-52100-515370-00000000-	50-79094	POP 5/1/25-5/31/25 LAWN CARE SVC FOR CITY AREAS	90007120	5/20/2025	28,240.11
	Total Paid by Vendor					28,240.11
SOUTHERN TIRE MART LLC	1000-15-15100-513030-00000000-	2250043074	COM TX 051625/2250043074	90007122	5/20/2025	729.12
	1000-00-00000-140101-00000000-	2240037256	TIRE	104966	5/20/2025	2,006.00
	1000-00-00000-140101-00000000-	2240037505	TIRE	104966	5/20/2025	1,762.00
	1000-00-00000-140101-00000000-	2240037529	TIRE CM FOR INV 2240037505	104966	5/20/2025	-261.00
	1000-00-00000-140101-00000000-	2240037750	TIRE	105213	6/3/2025	3,450.00
	1000-00-00000-140101-00000000-	2240037767	TIRE	105213	6/3/2025	2,062.00
	Total Paid by Vendor					9,748.12
	1000-53-53100-515340-00000000-	PS-INV104680	PAPER ROLLS FOR TIBA AND T2 SYSTEMS	105048	5/27/2025	2,810.40
SOUTHLAND PRINTING CO INC	Total Paid by Vendor					2,810.40
	1000-42-42100-515370-00000000-	SA000061329	POP 3/1/25-3/31/25 PROMO TESTING EXAMINATION	105216	6/3/2025	1,267.70
STANARD & ASSOCIATES INC	Total Paid by Vendor					1,267.70
	1000-15-15100-515340-00000000-	6031856312	MARK DAVIS 2739 JOHNSON RD 256-883-3696	90007123	5/20/2025	374.57
STAPLES INC	1000-42-42100-515340-00000000-	6031856314	SUPPLIES JULIE A 2219 HALL AVE 2567053075	90007123	5/20/2025	543.34
	1000-55-55300-515340-00000000-	6031856308	Y.COLLIER/4209 E. SCHRIMSHER LN/256-650-4344	90007123	5/20/2025	12.55
	1000-55-55300-515340-00000000-	6031856309	Y.COLLIER/4209 E. SCHRIMSHER LN/256-650-4344	90007123	5/20/2025	122.58
	1000-10-10300-515340-00000000-	6031416613	S KING 305 FOUNTAIN CIR 427-5001	90007123	5/20/2025	27.77
	1000-42-42100-515340-00000000-	6031416625	OFFICE SUPPLIES JULIE A 2219 HALL AVE 2567053075	90007123	5/20/2025	407.45
	1000-42-42200-515130-00000000-	6031416625	OFFICE SUPPLIES JULIE A 2219 HALL AVE 2567053075	90007123	5/20/2025	743.78
	1000-42-42100-515340-00000000-	6031416628	CREDIT MEMO LINE 12	90007123	5/20/2025	-13.24
	1000-52-52100-515340-00000000-	6032320571	E NORTON 3242 LEEMAN FERRY RD. 256-427-5405	90007123	5/20/2025	33.99
	1000-52-52300-515340-00000000-	6032320573	E NORTON 3242 LEEMAN FERRY RD 256-427-5405	90007123	5/20/2025	113.01
	1000-42-42100-515340-00000000-	6032320567	OFFICE SUPPLIES JULIE A 2219 HALL AVE 2567053075	90007123	5/20/2025	900.14
	1000-13-13100-515340-00000000-	6032320569	S.HOUSTON/308 FOUNTAIN CIR/2564275284	90007123	5/20/2025	117.49
	1000-14-14300-513010-00000000-	6032320568	615 WASHINGTON STREET 35801 256-427-5660 T. IRIAS	90007123	5/20/2025	7.56
	1000-43-00000-515340-00000000-	6032320572	815 WHEELER AVENUE / NETTA S. 256-427-7803	90007123	5/20/2025	943.73
	1000-18-00000-515340-00000000-	6032320566	OFC SUPPLIES815 WHEELERAVE.RM249.M.BATTLE.4277900	90007178	5/27/2025	37.25
	1000-42-42100-515340-00000000-	6032752992	OFFICE SUPPLIES JULIE A 2219 HALL AVE 2567053075	90007178	5/27/2025	18.89
	1000-50-00000-515340-00000000-	6032752995	GINGER LOWE, 4950 TRIANA BLVD, 256-883-3630	90007260	6/3/2025	203.42
	1000-43-00000-515340-00000000-	6032752996	815 WHEELER AVENUE NETTA S. 256-427-7803	90007260	6/3/2025	80.07
	1000-43-00000-515340-00000000-	6032753001	815 WHEELER AVENUE NETTA S. 256-427-7803	90007260	6/3/2025	254.80
	1000-18-00000-515340-00000000-	6032752994	OFC SUPPLIES815 WHEELERAVE.RM249.M.BATTLE.4277900	90007260	6/3/2025	55.18
	1000-30-30200-515340-00000000-	6031416618	2411 9TH AVE. SW DORIANNE J. 256-564-8026	90007260	6/3/2025	11.49
	1000-30-30200-515340-00000000-	6032753000	2411 9TH AVE. SW KEVIN R. 256-564-8026	90007260	6/3/2025	120.67
	1000-30-30400-515340-00000000-	6032752999	2411 9TH AVE. SW CHRIS H. 256-564-8026	90007260	6/3/2025	110.96
	1000-30-30600-515340-00000000-	6032320570	2411 9TH AVE. SW GARY H. 256-564-8026	90007260	6/3/2025	565.41
	1000-55-55100-515340-00000000-	6031856313	Y.COLLIER/4209 E. SCHRIMSHER LN/256-650-4344	90007260	6/3/2025	161.97
	1000-55-55300-515340-00000000-	6031856313	Y.COLLIER/4209 E. SCHRIMSHER LN/256-650-4344	90007260	6/3/2025	156.63
	1000-30-30400-515340-00000000-	6033656195	2411 9TH AVE. SW CHRIS H. 256-564-8026	90007260	6/3/2025	245.86
	1000-42-42100-515340-00000000-	6033656197	OFFICE SUPPLIES JULIE A 2219 HALL AVE 2567053075	90007260	6/3/2025	170.82
	1000-42-42100-515340-00000000-	6033656202	OFFICE SUPPLIES JULIE A 2219 HALL AVE 2567053075	90007260	6/3/2025	477.08
	1000-42-42100-515340-00000000-	6031416611	MESH ACCESSORIES HOLDER	90007260	6/3/2025	13.24
	Total Paid by Vendor					7,018.46
STATE OF ALABAMA FINANCE DEPARTMENT	1000-00-00000-240530-00000000-	MAY 2025 FEE	POP:05/01/25-05/31/25-AL CONST IND CRAFT TRNG FEE	105217	6/3/2025	57,403.00
	Total Paid by Vendor					57,403.00
STATE OF OKLAHOMA	1000-00-00000-210180-00000000-	402739	Payroll Run 1 - Warrant 250511	104841	5/14/2025	159.92
	1000-00-00000-210180-00000000-	404480	Payroll Run 1 - Warrant 250525	105087	5/29/2025	159.92
	Total Paid by Vendor					319.84
STATE SYSTEMS INC	1000-53-53200-513010-00000000-	148022303	INDALA PROXY CARDS FOR 500 CHURCH ST	90007124	5/20/2025	600.00
	1000-41-41100-515340-00000000-	148021987	POP 5/1/25-5/31/25 ALARM MONITORING	90007124	5/20/2025	231.00
	1000-53-53200-513010-PK1020XX-	148021989	POP 5/1/25-5/31/25 FIRE ALARMS,SPRINKLERS MON	90007179	5/27/2025	86.50

	1000-53-53200-513010-PK1030XX-	148021989	POP 5/1/25-5/31/25 FIRE ALARMS,SPRINKLERS MON	90007179	5/27/2025	936.50
	1000-53-53200-513010-PK1040XX-	148021989	POP 5/1/25-5/31/25 FIRE ALARMS,SPRINKLERS MON	90007179	5/27/2025	106.50
	1000-53-53200-513010-PK1051XX-	148021989	POP 5/1/25-5/31/25 FIRE ALARMS,SPRINKLERS MON	90007179	5/27/2025	318.00
	1000-41-41110-515340-000000000-	148018423	NAMACC WALL MOUNT	90007261	6/3/2025	111.62
	Total Paid by Vendor					2,390.12
STEELCASE INC	1000-42-42200-515130-000000000-	118188955	RELACEMENT DINING CHAIRS FOR FS#18	105218	6/3/2025	2,549.12
	Total Paid by Vendor					2,549.12
STEPHANIE LOVE	1000-30-30200-515340-000000000-	S. LOVE-050525	POP: 04/05/25-04/26/25-INSTRUCTOR FOR THE JLC	105219	6/3/2025	75.00
	Total Paid by Vendor					75.00
STEPHEN EUGENE ALBAN	1000-30-30200-515370-000000000-	S.ALBAN 043025	POP: 04/08/25 - EXERCISE INSTRUCTOR FOR JLC	104968	5/20/2025	25.00
	Total Paid by Vendor					25.00
STOP STICK LTD	1000-41-41100-515340-000000000-	0038215-IN	STOP STICK REPLACEMENTS FOR SUPPLY	104969	5/20/2025	655.00
	Total Paid by Vendor					655.00
STRICKLAND COMPANIES	1000-18-00000-515340-000000000-	HU036941-00	PAPER.815WHEELERAVE.RM.249.M.BATTLE427-7900	104970	5/20/2025	274.74
	1000-41-41100-515340-000000000-	HU040122-00	PAPER FOR STOCK	105220	6/3/2025	549.48
	1000-55-55300-515340-000000000-	HU037813-00	COPY PAPER FOR MAINTENANCE	105220	6/3/2025	228.95
	1000-12-12500-515340-000000000-	HU040411-00	PAPER FOR ORDER	105220	6/3/2025	102.42
	1000-12-12500-515340-000000000-	HU039862-00	PRINT SUPPLIES	105220	6/3/2025	433.36
	Total Paid by Vendor					1,588.95
STRUTHERS RECREATION LLC	1000-14-14300-513010-000000000-	106652-0102	PLAYGROUND REPLACEMENT PARTS - SWING HANGERS	105050	5/27/2025	538.00
	1000-52-52500-513010-000000000-	106649-0101	WOOD FIBER MULCH FOR WEST MAINT	105050	5/27/2025	3,100.00
	Total Paid by Vendor					3,638.00
SUNBELT FIRE INC	1000-42-42100-515340-000000000-	00026001	2.5 WYE	90007125	5/20/2025	1,977.00
	Total Paid by Vendor					1,977.00
SUNBELT RENTALS INC	1000-55-55300-513050-000000000-	159891021-0008	POP 4/9/25-5/6/25 ASPHALT/CONC PLANNER RENT	104972	5/20/2025	1,508.50
	1000-41-41110-515340-000000000-	161485871-0008	POP 5/14/25-6/10/25 NAMACC LIFT RENTAL	105221	6/3/2025	1,799.00
	1000-55-55300-513050-000000000-	167535563-002	POP 5/8/25-6/4/25 MINI EXCAVATOR W/BUCKET	105221	6/3/2025	1,487.50
	1000-55-55300-513050-000000000-	159891021-0009	POP 5/7/25-6/3/25 ASPHALT/CONC PLANNER	105221	6/3/2025	1,508.50
	Total Paid by Vendor					6,303.50
T & V CLEANING SERVICES, LLC	1000-14-14310-515370-000000000-	039	POP 5/1/25-5/31/25 JANITORIAL SERVICES	90007262	6/3/2025	94,352.93
	Total Paid by Vendor					94,352.93
T2 SYSTEMS CANADA INC	1000-17-17100-515250-000000000-	IRIS0000148652	POP 6/1/2025 to 6/30/2025 LUKE SERVICES PARKING	90007263	6/3/2025	6,180.00
	Total Paid by Vendor					6,180.00
TAMIKA ALEXANDER	1000-19-00000-515190-000000000-	SETT CL# FY25-104	SETTLEMENT OF CL# FY25-104	105052	5/27/2025	138.29
	Total Paid by Vendor					138.29
TARA MELLO	1000-74-74400-515020-000000000-	25CBGF-4	POP:05/30/25-06/01/25-BRANDING CIGAR BOX FESTIVAL	105107	6/3/2025	4,000.00
	Total Paid by Vendor					4,000.00
TECHNICAL AND SCIENTIFIC APPLICATIONS INC	1000-17-17400-520200-000000000-	25-29549	PRINTER REPLACEMENTS FOR PD CID AND PD RECORDS	105058	5/27/2025	1,243.97
	Total Paid by Vendor					1,243.97
TECHSMITH CORPORATION	1000-17-17100-515250-000000000-	5292025-603245	POP 06/28/25-06/28/26 CAMTASIA & SNAGIT SW	105223	6/3/2025	589.26
	Total Paid by Vendor					589.26
TENNANT SALES AND SERVICE CO	1000-14-14310-515370-000000000-	921241137	POP 4/22/25 JANITORIAL MACHINE REPAIRS	104973	5/20/2025	1,222.75
	Total Paid by Vendor					1,222.75
TENNESSEE CHILD SUPPORT ENFORCEMENT SYSTEM	1000-00-00000-210180-000000000-	402725	Payroll Run 1 - Warrant 250511	104842	5/14/2025	726.91
	1000-00-00000-210180-000000000-	404467	Payroll Run 1 - Warrant 250525	105088	5/29/2025	726.91
	Total Paid by Vendor					1,453.82
THE HEALTHCARE AUTHORITY OF THE CITY OF HUNTSVILLE	1000-14-14300-515460-000000000-	052025	POP:05/01/25-04/30/26-LEASE 724 MADISON ST ANNUAL	90007234	6/3/2025	4,000.00
	Total Paid by Vendor					4,000.00
THE LIOCE GROUP INC	1000-17-17400-515340-000000000-	IN572445	POP:05/20/25 COPIER SERVICES LIOCE GROUP COH	104974	5/20/2025	125.00
	1000-17-17400-515340-000000000-	IN572438	FY25 BLANKET PO COPIER SERVICES LIOCE GROUP COH	104974	5/20/2025	157.50
	1000-17-17100-515250-000000000-	IN569826	POP: 04/11/25 -05/10/25 COPIER SVC LIOCE GROUP COH	105054	5/27/2025	132.65
	1000-17-17100-515250-000000000-	IN571246	POP:04/11/25 - 05/10/25-COPIER SVC LIOCE GROUP COH	105054	5/27/2025	505.39
	Total Paid by Vendor					920.54
THE ROBERTS GROUP INC	1000-15-15100-515340-000000000-	1632580	DRINKING WATER, FEES FY25 (BLANKET)	105224	6/3/2025	36.50
	Total Paid by Vendor					36.50
THE STONECUTTERS GUILD INC	1000-42-42100-523000-000000000-	SGI-25-116	ADMIN COUNTER TOP	104975	5/20/2025	1,961.91
	Total Paid by Vendor					1,961.91
THOMPSON TRACTOR COMPANY INC	1000-15-15100-513030-000000000-	TTC1-1208113	COM TX 052825/TTC1-1208113	105225	6/3/2025	757.52
	1000-15-15100-513030-000000000-	TTC1-1208113	COM TX 052825/TTC1-1208113	105225	6/3/2025	1,167.88
	1000-15-15100-513030-000000000-	TTC1-1208113	COM TX 052825/TTC1-1208113	105225	6/3/2025	847.44
	1000-15-15100-513030-000000000-	TTC1-1214900	COM TX 052825/TTC1-1214900	105225	6/3/2025	400.00

	1000-15-15100-513030-00000000-	TTC1-1214900	COM TX 052825/TTC1-1214900	105225	6/3/2025	111.20
	Total Paid by Vendor					3,284.04
THRIVE OUTDOOR INC	1000-51-00000-515370-00000000-	89182	POP 5/1/25-5/31/25 WEEDEATING SERVICES FOR MH	90007127	5/20/2025	23,240.00
	Total Paid by Vendor					23,240.00
TIMOTHY A WILLIS	1000-43-00000-515370-00000000-	5/14/25- 1ST SESSION	POP 5/14/25 TIMOTHY WILLIS	104977	5/20/2025	105.00
	1000-43-00000-515370-00000000-	5/21/25- 2ND SESSION	POP 5/21/25 TIMOTHY WILLIS	105055	5/27/2025	105.00
	1000-43-00000-515370-00000000-	5/28/25-3RD SESSION	POP 5/28/25 TIMOTHY WILLIS	105226	6/3/2025	105.00
	1000-43-00000-515370-00000000-	6/2/25-1ST SESSION	POP 6/2/25 TIMOTHY WILLIS	105226	6/3/2025	100.00
	Total Paid by Vendor					415.00
TIMOTHY BEVERLY	1000-15-15100-513030-00000000-	44998	COM TX 051225/44998	104862	5/20/2025	200.00
	1000-15-15100-513030-00000000-	44999	COM TX 051225/44999	104862	5/20/2025	200.00
	Total Paid by Vendor					400.00
TK R&R SPORTS INC	1000-41-41100-515020-00000000-	858	N PREC BLOCK PARTY SHIRTS	104978	5/20/2025	1,115.00
	Total Paid by Vendor					1,115.00
TOM JEFFREYS SIGN AND BANNER	1000-52-52900-515010-00000000-	45581	SIGNS FOR GREEN TEAM ACTIVITIES (BLANKET FY25)	105056	5/27/2025	160.00
	1000-15-15100-513030-00000000-	45614	COM TX 052725/45614	105227	6/3/2025	360.00
	Total Paid by Vendor					520.00
TRAFFIC SIGNAL LLC	1000-75-75300-515340-00000000-	INV15075	WIRE FOR STOCK-JASON	90007128	5/20/2025	2,899.00
	Total Paid by Vendor					2,899.00
TRAV-AD SIGNS INC	1000-53-53200-515340-00000000-	20553	BANNERS FOR PANOPLY	104980	5/20/2025	420.00
	Total Paid by Vendor					420.00
TRI COUNTY SHOES INCORPORATED	1000-71-71300-515670-00000000-	758-1-136918	BOOTS FOR INSEPTORS BLANKET	90007114	5/20/2025	159.99
	1000-71-71300-515670-00000000-	758-1-136916	BOOTS FOR INSEPTORS BLANKET	90007114	5/20/2025	159.99
	1000-71-71300-515670-00000000-	758-1-136849	BOOTS FOR INSEPTORS BLANKET	90007114	5/20/2025	159.99
	1000-71-71300-515670-00000000-	758-1-137223	BOOTS FOR INSEPTORS BLANKET	90007114	5/20/2025	130.00
	1000-71-71300-515670-00000000-	758-1-137225	BOOTS FOR INSEPTORS BLANKET	90007114	5/20/2025	130.00
	1000-52-52100-515670-00000000-	758-1-136305	BOOTS - FY25 - LANDSCAPE MGMT (BLANKET)	90007114	5/20/2025	150.00
	1000-71-71300-515670-00000000-	758-1-136969	BOOTS FOR ENGINEERING INSEPTORS BLANKET	90007252	6/3/2025	130.00
	1000-71-71300-515670-00000000-	758-1-137149	BOOTS FOR ENGINEERING INSEPTORS BLANKET	90007252	6/3/2025	159.99
	Total Paid by Vendor					1,179.96
TYLER TECHNOLOGIES INC	1000-00-00000-140200-00000000-	025-498423a	POP 04/01/25-03/31/26 INCODE SUPPORT	90007185	5/27/2025	41,758.06
	Total Paid by Vendor					41,758.06
UNITED STATES TREASURY	1000-00-00000-210180-00000000-	402732	Payroll Run 1 - Warrant 250511	104832	5/14/2025	318.16
	1000-00-00000-210180-00000000-	404474	Payroll Run 1 - Warrant 250525	105078	5/29/2025	332.84
	Total Paid by Vendor					651.00
UNITED WAY OF MADISON COUNTY	1000-00-00000-210190-00000000-	402723	Payroll Run 1 - Warrant 250511	104843	5/14/2025	659.65
	1000-00-00000-210190-00000000-	404465	Payroll Run 1 - Warrant 250525	105089	5/29/2025	659.65
	Total Paid by Vendor					1,319.30
UNMANNED AERIAL SYSTEMS INFORMATION	1000-41-41110-515370-00000000-	2025-09	POP 6/1/25-6/30/25 DRONE CONTRACT SER	90007130	5/20/2025	8,583.33
	Total Paid by Vendor					8,583.33
US DEPARTMENT OF THE TREASURY	1000-00-00000-210180-00000000-	402736	Payroll Run 1 - Warrant 250511	104833	5/14/2025	317.61
	1000-00-00000-210180-00000000-	404478	Payroll Run 1 - Warrant 250525	105079	5/29/2025	306.14
	Total Paid by Vendor					623.75
US DEPARTMENT OF THE TREASURY	1000-00-00000-210120-00000000-	402720	Payroll Run 1 - Warrant 250511	104823	5/14/2025	1,005,076.52
	1000-00-00000-210140-00000000-	402720	Payroll Run 1 - Warrant 250511	104823	5/14/2025	555,168.39
	1000-00-00000-210120-00000000-	404462	Payroll Run 1 - Warrant 250525	105068	5/28/2025	999,221.96
	1000-00-00000-210140-00000000-	404462	Payroll Run 1 - Warrant 250525	105068	5/28/2025	545,021.56
	Total Paid by Vendor					3,104,488.43
USPCA REGION 22	1000-41-41250-515790-00000000-	060125 REGISTRATION	USPCA REGION 22 CERT 6 OFFICERS	104981	5/20/2025	600.00
	Total Paid by Vendor					600.00
UTILICOM SUPPLY ASSOCIATES LLC	1000-75-75300-515340-00000000-	319177	HEAVY DUTY SPLICE BOXES-TIM	90007133	5/20/2025	1,152.00
	1000-75-75300-515340-00000000-	319219	ITEMS FOR STOCK-JASON	90007133	5/20/2025	1,237.50
	1000-75-75300-515340-00000000-	319333	BACKER ROD FOR LOOPS	90007133	5/20/2025	261.00
	1000-75-75300-515340-00000000-	319334	LOOP SEALANT FOR STOCK	90007133	5/20/2025	918.00
	Total Paid by Vendor					3,568.50
VALLEY CUSTOM FABRICATION & WELDING	1000-15-15100-513030-00000000-	47618	COM TX 051925/47618	105060	5/27/2025	310.00
	Total Paid by Vendor					310.00
VAN VALKENBURGH PROPERTIES LLC	1000-70-70200-515460-00000000-	6/3/2025	RENT FOR 620 PEARL AVE (POP MAY-JUNE 2025)	105234	6/3/2025	7,000.00
	Total Paid by Vendor					7,000.00
VERTA, LLC	1000-17-17400-515340-00000000-	P-2397	AV AUDIO/VIDEO WORK POLICE ID	90007134	5/20/2025	56.00
	1000-42-42200-515130-00000000-	P-2243	POP 5/20/25 VIDEO SYSTEM FOR FS # 1 CONFERENCE	90007187	5/27/2025	9,769.75

	1000-17-17400-515340-00000000-	P-2162	POP 5/27/25 AV AUDIO/VIDEO WORK AMP SHOWERS CENTER	90007266	6/3/2025	890.00
	Total Paid by Vendor					10,715.75
VISION SERVICE PLAN	1000-00-00000-210150-00000000-	822718652	APRIL 2025 ACCT #30015389/3429037	90007135	5/20/2025	24,426.95
	1000-00-00000-210150-00000000-	822914440	MAY 2025 ACCT #30015389/3429037	90007267	6/3/2025	24,390.77
	Total Paid by Vendor					48,817.72
WAAY TV	1000-41-41305-515430-00000000-	2825050207	POP 5/1/25-5/6/25 RECRUITMENT CAMPAIGN	105236	6/3/2025	15,000.00
	Total Paid by Vendor					15,000.00
WAGEWORKS	1000-00-00000-210250-00000000-	402719	Payroll Run 1 - Warrant 250511	104821	5/14/2025	5,020.03
	1000-00-00000-210260-00000000-	402719	Payroll Run 1 - Warrant 250511	104821	5/14/2025	29,356.27
	1000-00-00000-210250-00000000-	404461	Payroll Run 1 - Warrant 250525	105067	5/28/2025	5,020.03
	1000-00-00000-210260-00000000-	404461	Payroll Run 1 - Warrant 250525	105067	5/28/2025	29,351.27
	Total Paid by Vendor					68,747.60
	1000-00-00000-210180-00000000-	402737	Payroll Run 1 - Warrant 250511	104844	5/14/2025	230.76
	Total Paid by Vendor					230.76
WETTERMARK AND KEITH LLC	1000-19-00000-515190-00000000-	SETTL CL FY24-197	SETTL CLAIM FY24-197	105239	6/3/2025	7,500.00
	Total Paid by Vendor					7,500.00
	1000-55-55400-514010-00000000-	594647	FY25 DEF FOR MAINT-BLANKET	90007137	5/20/2025	790.00
WH THOMAS OIL CO INC	1000-55-55400-514010-00000000-	594784	FY25 DEF FOR MAINT-BLANKET	90007269	6/3/2025	790.00
	Total Paid by Vendor					1,580.00
WHITE CAP LP	1000-75-75300-515340-00000000-	50031404853	RAIN PANTS-JAY KEITH	104984	5/20/2025	49.40
	Total Paid by Vendor					49.40
WHOLESALE COMMERCIAL LAUNDRY EQUIPMENT SE LLC	1000-14-14300-513010-00000000-	41393	POP 5/2/25-5/14/25 LAUNDRY APPLIANCE REPAIRS	104985	5/20/2025	485.00
	1000-14-14300-513010-00000000-	41399	POP 5/8/25-5/14/25 LAUNDRY APPLIANCE REPAIRS	104985	5/20/2025	485.00
	1000-42-42200-515130-00000000-	41416	POP 5/12/25-5/15/25 LAUNDRY DETERGENT	105062	5/27/2025	1,975.50
	1000-42-42200-515310-00000000-	41416	POP 5/12/25-5/15/25 LAUNDRY DETERGENT	105062	5/27/2025	1,803.40
	1000-42-42200-515130-00000000-	41419	POP 5/19/25 STATION WASHING MACHINE	105062	5/27/2025	5,387.52
	Total Paid by Vendor					10,136.42
	1000-18-00000-515372-00000000-	2255552938	POP 4/1/25-4/30/25 OUTSIDE LEGAL SERVICES	104987	5/20/2025	1,611.40
WILMER & LEE PA	1000-18-00000-515372-00000000-	2255552939	POP 1/14/25-4/14/25 OUTSIDE LEGAL SERVICES	104987	5/20/2025	405.00
	1000-18-00000-515372-00000000-	2255552940	POP 4/1/25-4/29/25 OUTSIDE LEGAL SERVICES	104987	5/20/2025	202.50
	Total Paid by Vendor					2,218.90
WINNING EDGE SPORTING GOODS	1000-30-30600-515340-00000000-	0234831	SUPPLIES FOR COHPAR 15 & UNDER BASEBALL 2025 SEAS	105240	6/3/2025	1,425.00
	Total Paid by Vendor					1,425.00
WINSUPPLY HUNTSVILLE AL CO.	1000-14-14300-513010-00000000-	081391 01	2025 BLANKET - PLUMBING PARTS	104988	5/20/2025	6.80
	1000-14-14300-513010-00000000-	081967 01	2025 BLANKET - PLUMBING PARTS	104988	5/20/2025	175.24
	1000-14-14300-513010-00000000-	081968 01	2025 BLANKET PO - MISC. PLUMBING SUPPLIES/TOOLS	104988	5/20/2025	417.16
	1000-14-14300-513010-00000000-	081961 01	2025 BLANKET PO - MISC. PLUMBING SUPPLIES/TOOLS	104988	5/20/2025	20.80
	1000-14-14300-513010-00000000-	082044 01	2025 BLANKET PO - MISC. PLUMBING SUPPLIES/TOOLS	104988	5/20/2025	18.96
	1000-14-14300-513010-00000000-	081944 01	2025 BLANKET PO - MISC. PLUMBING SUPPLIES/TOOLS	104988	5/20/2025	8.36
	1000-14-14300-513010-00000000-	081699 01	2025 BLANKET PO - MISC. PLUMBING SUPPLIES/TOOLS	104988	5/20/2025	437.40
	1000-14-14300-513010-00000000-	081698 01	2025 BLANKET PO - MISC. PLUMBING SUPPLIES/TOOLS	104988	5/20/2025	52.31
	1000-14-14300-513010-00000000-	081804 01	2025 BLANKET PO - MISC. PLUMBING SUPPLIES/TOOLS	104988	5/20/2025	112.23
	1000-14-14300-513010-00000000-	081393 01	2025 BLANKET PO - MISC. PLUMBING SUPPLIES/TOOLS	104988	5/20/2025	15.06
	1000-14-14300-513010-00000000-	081558 01	2025 BLANKET PO - MISC. PLUMBING SUPPLIES/TOOLS	104988	5/20/2025	57.55
	1000-14-14300-513010-00000000-	081269 01	2025 BLANKET PO - MISC. PLUMBING SUPPLIES/TOOLS	104988	5/20/2025	119.89
	1000-14-14300-513010-00000000-	081341 01	2025 BLANKET PO - MISC. PLUMBING SUPPLIES/TOOLS	104988	5/20/2025	537.72
	1000-14-14300-513010-00000000-	081366 01	2025 BLANKET PO - MISC. PLUMBING SUPPLIES/TOOLS	104988	5/20/2025	48.30
	1000-14-14300-513010-00000000-	082139 01	2025 BLANKET PO - MISC. PLUMBING SUPPLIES/TOOLS	105063	5/27/2025	624.72
	1000-14-14300-513010-00000000-	081904 01	2025 BLANKET PO - MISC. PLUMBING SUPPLIES/TOOLS	105063	5/27/2025	202.58
	1000-14-14300-513010-00000000-	081714 01	2025 BLANKET PO - MISC. PLUMBING SUPPLIES/TOOLS	105063	5/27/2025	104.97
	1000-14-14300-513010-00000000-	081840 01	2025 BLANKET PO - MISC. PLUMBING SUPPLIES/TOOLS	105063	5/27/2025	655.20
	1000-14-14300-513010-00000000-	081010 01	2025 BLANKET PO - MISC. PLUMBING SUPPLIES/TOOLS	105063	5/27/2025	9.76
	1000-14-14300-513010-00000000-	082580 01	2025 BLANKET PO - MISC. PLUMBING SUPPLIES/TOOLS	105063	5/27/2025	120.53
	1000-14-14300-513010-00000000-	082512 01	2025 BLANKET PO - MISC. PLUMBING SUPPLIES/TOOLS	105063	5/27/2025	17.20
	1000-14-14300-513010-00000000-	082387 01	2025 BLANKET PO - MISC. PLUMBING SUPPLIES/TOOLS	105063	5/27/2025	269.91
	1000-14-14300-513010-00000000-	082104 01	2025 BLANKET PO - MISC. PLUMBING SUPPLIES/TOOLS	105241	6/3/2025	230.49
	1000-14-14300-515610-00000000-	082253 01	2025 BLANKET PO - MISC. PLUMBING SUPPLIES/TOOLS	105241	6/3/2025	45.73
	1000-14-14300-513010-00000000-	082611 01	2025 BLANKET PO - MISC. PLUMBING SUPPLIES/TOOLS	105241	6/3/2025	140.59
	1000-14-14300-513010-00000000-	082378 01	2025 BLANKET PO - MISC. PLUMBING SUPPLIES/TOOLS	105241	6/3/2025	49.38
	1000-14-14300-513010-00000000-	082222 01	2025 BLANKET PO - MISC. PLUMBING SUPPLIES/TOOLS	105241	6/3/2025	104.45
	1000-14-14300-513010-00000000-	081159 01	2025 BLANKET PO - MISC. PLUMBING SUPPLIES/TOOLS	105241	6/3/2025	29.68

	Total Paid by Vendor					4,632.97
WISS, JANNEY, ELSTNER ASSOCIATES, INC.	1000-53-53200-515370-00000000-	0612327	POP 4/22/25-4/23/25GARAGE M - CONDITION ASSESSMENT	105242	6/3/2025	11,250.00
	Total Paid by Vendor					11,250.00
WITTICHEN SUPPLY COMPANY INC	1000-14-14300-513010-00000000-	S105143424.001	2025 BLANKET PO - HVAC SUPPLIES	90007139	5/20/2025	122.36
	1000-14-14300-513010-00000000-	S105142523.001	2025 BLANKET PO - HVAC SUPPLIES	90007139	5/20/2025	77.19
	1000-14-14300-513010-00000000-	S105142509.001	2025 BLANKET PO - HVAC SUPPLIES	90007139	5/20/2025	275.00
	1000-14-14300-513010-00000000-	S105141246.001	2025 BLANKET PO - HVAC SUPPLIES	90007139	5/20/2025	36.14
	1000-14-14300-513010-00000000-	S105140689.001	2025 BLANKET PO - HVAC SUPPLIES	90007139	5/20/2025	40.79
	1000-14-14300-513010-00000000-	S105140185.001	2025 BLANKET PO - HVAC SUPPLIES	90007139	5/20/2025	54.44
	1000-14-14300-513010-00000000-	S105137415.001	2025 BLANKET PO - HVAC SUPPLIES	90007139	5/20/2025	66.26
	1000-14-14300-513010-00000000-	S105137342.001	2025 BLANKET PO - HVAC SUPPLIES	90007139	5/20/2025	142.26
	1000-14-14300-513010-00000000-	S105136105.001	2025 BLANKET PO - HVAC SUPPLIES	90007139	5/20/2025	29.46
	1000-14-14300-513010-00000000-	S105119247.001	2025 BLANKET PO - HVAC SUPPLIES	90007139	5/20/2025	251.78
	1000-14-14300-513010-00000000-	S104956065.001	NEW EXPANSION TANK FOR CID	90007139	5/20/2025	3,157.00
	1000-14-14300-513010-00000000-	S105138802.001	2025 BLANKET PO - HVAC SUPPLIES	90007190	5/27/2025	105.22
	1000-14-14300-513010-00000000-	S105144825.001	2025 BLANKET PO - HVAC SUPPLIES	90007190	5/27/2025	146.00
	1000-14-14300-513010-00000000-	S105145599.001	2025 BLANKET PO - HVAC SUPPLIES	90007190	5/27/2025	137.99
	1000-14-14300-515610-00000000-	S105145673.001	2025 BLANKET PO - HVAC SUPPLIES	90007190	5/27/2025	13.00
	1000-14-14300-513010-00000000-	S105146170.001	2025 BLANKET PO - HVAC SUPPLIES	90007190	5/27/2025	1,206.92
	1000-14-14300-513010-00000000-	S105151514.001	2025 BLANKET PO - HVAC SUPPLIES	90007190	5/27/2025	57.46
	1000-14-14300-513010-00000000-	S105153339.001	2025 BLANKET PO - HVAC SUPPLIES	90007190	5/27/2025	82.26
	1000-14-14300-513010-00000000-	S105138802.002	2025 BLANKET PO - HVAC SUPPLIES	90007190	5/27/2025	69.33
	1000-14-14300-513010-00000000-	S105159316.001	2025 BLANKET PO - HVAC SUPPLIES	90007271	6/3/2025	259.65
	1000-14-14300-513010-00000000-	S105163587.001	2025 BLANKET PO - HVAC SUPPLIES	90007271	6/3/2025	75.30
	1000-14-14300-513010-00000000-	S105167297.001	2025 BLANKET PO - HVAC SUPPLIES	90007271	6/3/2025	98.34
	Total Paid by Vendor					6,504.15
WIZ KIDZ LLC	1000-14-14300-515460-00000000-	062025	POP 6/1/25-6/30/25 SHONEY DRIVE LEASE	105065	5/27/2025	5,667.00
	Total Paid by Vendor					5,667.00
WOODY ANDERSON FORD INC	1000-15-15100-513030-00000000-	18921220	COM TX 051325/18921220	104989	5/20/2025	4,949.51
	1000-15-15100-513030-00000000-	18921220	COM TX 051325/18921220	104989	5/20/2025	422.40
	1000-15-15100-513030-00000000-	18921220	COM TX 051325/18921220	104989	5/20/2025	201.60
	1000-15-15100-513030-00000000-	18921220	COM TX 051325/18921220	104989	5/20/2025	294.50
	1000-15-15100-513030-00000000-	18921220	COM TX 051325/18921220	104989	5/20/2025	147.00
	1000-15-15100-513030-00000000-	18921220	COM TX 051325/18921220	104989	5/20/2025	555.00
	1000-15-15100-513030-00000000-	18921244	COM TX 051325/18921244	104989	5/20/2025	1,118.28
	1000-15-15100-513030-00000000-	18921244	COM TX 051325/18921244	104989	5/20/2025	350.40
	1000-15-15100-513030-00000000-	18921244	COM TX 051325/18921244	104989	5/20/2025	235.20
	1000-15-15100-513030-00000000-	18921244	COM TX 051325/18921244	104989	5/20/2025	171.50
	1000-15-15100-513030-00000000-	18921244	COM TX 051325/18921244	104989	5/20/2025	90.00
	1000-15-15100-513030-00000000-	18921257	COM TX 051325/18921257	104989	5/20/2025	4,472.72
	1000-15-15100-513030-00000000-	18921257	COM TX 051325/18921257	104989	5/20/2025	926.40
	1000-15-15100-513030-00000000-	18921257	COM TX 051325/18921257	104989	5/20/2025	451.20
	1000-15-15100-513030-00000000-	18921257	COM TX 051325/18921257	104989	5/20/2025	329.00
	1000-15-15100-513030-00000000-	18921257	COM TX 051325/18921257	104989	5/20/2025	190.00
	1000-15-15100-513030-00000000-	18921280	COM TX 051325/18921280	104989	5/20/2025	1,344.66
	1000-15-15100-513030-00000000-	18921280	COM TX 051325/18921280	104989	5/20/2025	201.60
	1000-15-15100-513030-00000000-	18921280	COM TX 051325/18921280	104989	5/20/2025	216.00
	1000-15-15100-513030-00000000-	18921280	COM TX 051325/18921280	104989	5/20/2025	157.50
	1000-15-15100-513030-00000000-	18921280	COM TX 051325/18921280	104989	5/20/2025	85.00
	1000-15-15100-513030-00000000-	18921227	COM TX 051225/18921227	104989	5/20/2025	337.50
	1000-15-15100-513030-00000000-	18921227	COM TX 051225/18921227	104989	5/20/2025	864.00
	1000-15-15100-513030-00000000-	18921227	COM TX 051225/18921227	104989	5/20/2025	134.40
	1000-15-15100-513030-00000000-	18921227	COM TX 051225/18921227	104989	5/20/2025	98.00
	1000-15-15100-513030-00000000-	18921227	COM TX 051225/18921227	104989	5/20/2025	165.00
	1000-15-15100-513030-00000000-	18921229	COM TX 051225/18921229	104989	5/20/2025	7,280.71
	1000-15-15100-513030-00000000-	18921229	COM TX 051225/18921229	104989	5/20/2025	1,392.00
	1000-15-15100-513030-00000000-	18921229	COM TX 051225/18921229	104989	5/20/2025	432.00
	1000-15-15100-513030-00000000-	18921229	COM TX 051225/18921229	104989	5/20/2025	315.00
	1000-15-15100-513030-00000000-	18921229	COM TX 051225/18921229	104989	5/20/2025	190.00
	1000-15-15100-513030-00000000-	18921267	COM TX 051225/18921267	104989	5/20/2025	230.40
	1000-15-15100-513030-00000000-	18921267	COM TX 051225/18921267	104989	5/20/2025	168.00

		1000-15-15100-513030-00000000-	18921267	COM TX 051225/18921267	104989	5/20/2025	90.00
		1000-15-15100-513030-00000000-	18921267	COM TX 051225/18921267	104989	5/20/2025	1,051.43
		1000-15-15100-513030-00000000-	18921267	COM TX 051225/18921267	104989	5/20/2025	283.20
		1000-15-15100-513030-00000000-	16532141	COM TX 051625/16532141	104989	5/20/2025	187.50
		1000-15-15100-513030-00000000-	16532680	COM TX 051625/16532680	104989	5/20/2025	562.50
		1000-15-15100-513030-00000000-	16532869	COM TX 051625/16532869	104989	5/20/2025	187.50
		1000-15-15100-513030-00000000-	16532337	COM TX 051925/16532337	105066	5/27/2025	166.00
		1000-15-15100-513030-00000000-	16532337	COM TX 051925/16532337	105066	5/27/2025	437.50
		1000-15-15100-513030-00000000-	16534919	COM TX 053025/16534919	105243	6/3/2025	150.00
		Total Paid by Vendor					31,632.11
	WW GRAINGER	1000-14-14300-513010-00000000-	9492704912	SAFETY RAILING FOR CITY HALL	104892	5/20/2025	1,344.72
		Total Paid by Vendor					1,344.72
	XEROX CORPORATION	1000-17-17100-515250-00000000-	IN3382626	POP 03/28/25 - 05/27/25 XEROX MONTHLY COPIES	104991	5/20/2025	25.00
		1000-12-12500-515340-00000000-	023447631	POP 3/21/25-4/21/25 METER USAGE FOR PRINT SHOP	104990	5/20/2025	951.73
		1000-12-12500-515340-00000000-	023623843	POP 4/21/25-5/21/25 METER USAGE FOR PRINT SHOP	105245	6/3/2025	496.50
		Total Paid by Vendor					1,473.23
	ZOE NICOLE SASSER	1000-74-74400-515520-00000000-	05312511	POP 5/31/25 GROOVES AND BREWS	90007272	6/3/2025	350.00
		Total Paid by Vendor					350.00
	ZOETIS US LLC	1000-50-00000-515161-00000000-	9027841436	ANIMAL MEDICATION (NOT ON CONTRACT) BLANKET	105246	6/3/2025	687.64
		Total Paid by Vendor					687.64
	Total by Fund 1000						9,434,112.75
1005	BLUE CROSS AND BLUE SHIELD OF ALABAMA	1005-00-00000-517010-00000000-	HEALTH CLM 5/12-5/16	POP: 5/12/25-5/16/25 HEALTH CLAIMS	90007062	5/20/2025	443,562.25
		1005-00-00000-517010-00000000-	HEALTH CLM 5/12-5/16	POP: 5/12/25-5/16/25 HEALTH CLAIMS	90007062	5/20/2025	9.56
		1005-00-00000-517015-00000000-	HEALTH CLM 5/12-5/16	POP: 5/12/25-5/16/25 HEALTH CLAIMS	90007062	5/20/2025	126,291.08
		1005-00-00000-517015-00000000-	HEALTH CLM 5/12-5/16	POP: 5/12/25-5/16/25 HEALTH CLAIMS	90007062	5/20/2025	309.14
		1005-00-00000-517025-00000000-	HEALTH CLM 5/12-5/16	POP: 5/12/25-5/16/25 HEALTH CLAIMS	90007062	5/20/2025	142.49
		1005-00-00000-140200-00000000-	HEALTH CLM 5/12-5/16	POP: 5/12/25-5/16/25 HEALTH CLAIMS	90007062	5/20/2025	-273,658.80
		1005-00-00000-517020-00000000-	GROUP INV DUE 6/1/25	POP: 6/01/25-7/01/25 GROUP HEALTH	90007063	5/20/2025	84,036.34
		1005-00-00000-517010-00000000-	HEALTH CLMS 5/19-23	POP: 5/19/25-5/23/25 HEALTH CLAIMS	90007145	5/27/2025	383,884.66
		1005-00-00000-517010-00000000-	HEALTH CLMS 5/19-23	POP: 5/19/25-5/23/25 HEALTH CLAIMS	90007145	5/27/2025	2,515.91
		1005-00-00000-517015-00000000-	HEALTH CLMS 5/19-23	POP: 5/19/25-5/23/25 HEALTH CLAIMS	90007145	5/27/2025	187,263.69
		1005-00-00000-517015-00000000-	HEALTH CLMS 5/19-23	POP: 5/19/25-5/23/25 HEALTH CLAIMS	90007145	5/27/2025	235.33
		1005-00-00000-517025-00000000-	HEALTH CLMS 5/19-23	POP: 5/19/25-5/23/25 HEALTH CLAIMS	90007145	5/27/2025	2,382.41
		1005-00-00000-140200-00000000-	HEALTH CLMS 5/19-23	POP: 5/19/25-5/23/25 HEALTH CLAIMS	90007145	5/27/2025	85,786.60
		1005-00-00000-517010-00000000-	HEALTH CLMS 5/26-30	POP: 5/26/25-5/30/25 HEALTH CLAIMS	90007202	6/3/2025	324,133.13
		1005-00-00000-517010-00000000-	HEALTH CLMS 5/26-30	POP: 5/26/25-5/30/25 HEALTH CLAIMS	90007202	6/3/2025	41.23
		1005-00-00000-517015-00000000-	HEALTH CLMS 5/26-30	POP: 5/26/25-5/30/25 HEALTH CLAIMS	90007202	6/3/2025	219,305.56
		1005-00-00000-517015-00000000-	HEALTH CLMS 5/26-30	POP: 5/26/25-5/30/25 HEALTH CLAIMS	90007202	6/3/2025	38.14
		1005-00-00000-517025-00000000-	HEALTH CLMS 5/26-30	POP: 5/26/25-5/30/25 HEALTH CLAIMS	90007202	6/3/2025	2,480.51
		1005-00-00000-140200-00000000-	HEALTH CLMS 5/26-30	POP: 5/26/25-5/30/25 HEALTH CLAIMS	90007202	6/3/2025	-74,369.45
		Total Paid by Vendor					1,514,389.78
	COBBS ALLEN & HALL INC	1005-00-00000-517040-00000000-	82279	POP: 06/01/25-06/30/25- STOP LOSS ADMINISTRATO	90007211	6/3/2025	1,833.00
		Total Paid by Vendor					1,833.00
	LINCOLN NATIONAL LIFE	1005-00-00000-517060-00000000-	860053255/56 5/01/25	POP: MAY 2025 GROUP LIFE & LONG TERM DISABILITY	90007097	5/20/2025	27,872.08
		Total Paid by Vendor					27,872.08
	UNITED STATES FIRE INSURANCE COMPANY	1005-00-00000-517040-00000000-	US2145420-05162025	POP: 06/01/25-06/30/25-FY25 STOP LOSS	105232	6/3/2025	178,447.57
		Total Paid by Vendor					178,447.57
	WAGEWORKS	1005-00-00000-517020-00000000-	INV7862482	POP 5/1/25-5/31/25 FY25 FSA (BLANKET)	90007189	5/27/2025	1,533.00
		Total Paid by Vendor					1,533.00
	Total by Fund 1005						1,724,075.43
1010	B&H FOTO & ELECTRONICS CORP	1010-10-00000-515524-00000000-	234140032	S KING 305 FOUNTAIN CIRCLE 256-427-5004	104998	5/27/2025	227.88
		1010-10-00000-515524-00000000-	233797537	S KING 305 FOUNTAIN CIRCLE 256-427-5004	104998	5/27/2025	110.98
		Total Paid by Vendor					338.86
	CITY LUMBER COMPANY OF HUNTSVILLE, INC.	1010-42-00000-515790-00000000-	2015599	HOSE STREAM PROP	90007066	5/20/2025	7,444.85
		Total Paid by Vendor					7,444.85
	JAMES R BRENNER	1010-51-00000-515340-00000000-	10827	HEADSTONE CLEANER FOR CEMETERY	104912	5/20/2025	4,002.46
		Total Paid by Vendor					4,002.46
	WHOLESALE TROPHIES INC	1010-10-00000-515525-00000000-	25-05131	ZACH MC GOVERN PLAQUE FOR LEAGUE CONVENTION	104986	5/20/2025	63.75
		Total Paid by Vendor					63.75
	Total by Fund 1010						11,849.92
2000	AMAZON CAPITAL SERVICES INC	2000-54-54160-515340-PT504990-	1TFP-GGCY-H71D	DAVID ANDERSON 500B CHURCH ST 2ND FL 427-5206	90007058	5/20/2025	30.04

	2000-54-54160-515340-PT504990-	1QFH-XD1V-KV3C	DAVID ANDERSON 500B CHURCH ST 2ND FL 427-5206	90007058	5/20/2025	16.18
	2000-54-54D10-515340-PT504990-	1P9W-J3WM-RXK9	DAVID ANDERSON 500B CHURCH ST 2ND FL 427-5206	90007058	5/20/2025	42.88
	2000-54-54M10-515340-PT504990-	1P9W-J3WM-RXK9	DAVID ANDERSON 500B CHURCH ST 2ND FL 427-5206	90007058	5/20/2025	53.60
	2000-54-54160-515340-PT504990-	11N7-RTW7-41RL	DAVID ANDERSON 500B CHURCH ST 2ND FL 427-5206	90007195	6/3/2025	291.22
	2000-54-54D10-515340-PT504990-	11N7-RTW7-41RL	DAVID ANDERSON 500B CHURCH ST 2ND FL 427-5206	90007195	6/3/2025	135.18
	2000-54-54M10-515340-PT504990-	11N7-RTW7-41RL	DAVID ANDERSON 500B CHURCH ST 2ND FL 427-5206	90007195	6/3/2025	347.39
	2000-54-5416M-515340-PT504990-	11N7-RTW7-41RL	DAVID ANDERSON 500B CHURCH ST 2ND FL 427-5206	90007195	6/3/2025	132.19
	2000-54-54D10-515340-PT504990-	1DTX-1JTL-4JG7	DAVID ANDERSON 500B CHURCH ST 2ND FL 427-5206	90007195	6/3/2025	16.98
	2000-54-54M10-515340-PT504990-	1DTX-1JTL-4JG7	DAVID ANDERSON 500B CHURCH ST 2ND FL 427-5206	90007195	6/3/2025	16.97
	2000-54-54D10-515340-PT504990-	13VR-13CW-7HHK	DAVID ANDERSON 500B CHURCH ST 2ND FL 427-5206	90007195	6/3/2025	449.68
	2000-54-54M10-515340-PT504990-	13VR-13CW-7HHK	DAVID ANDERSON 500B CHURCH ST 2ND FL 427-5206	90007195	6/3/2025	438.96
	2000-54-54160-515340-PT504990-	1N4M-FFC1-6HGQ	DAVID ANDERSON 500B CHURCH ST 2ND FL 427-5206	90007195	6/3/2025	265.78
	2000-54-54160-515340-PT504990-	1FM3-1DY7-3QDN	DAVID ANDERSON 500B CHURCH ST 2ND FL 427-5206	90007195	6/3/2025	796.52
	2000-54-54M10-515340-PT504990-	1FM3-1DY7-3QDN	DAVID ANDERSON 500B CHURCH ST 2ND FL 427-5206	90007195	6/3/2025	32.94
	Total Paid by Vendor					3,066.51
BRINDLEE MOUNTAIN FIRE APPARATUS LLC	2000-54-5416D-513030-PT503050-	00029835	POP: 05/28/25 - ACCIDENT REPAIR ON 22633 (ACCESS)	90007203	6/3/2025	8,677.96
	Total Paid by Vendor					8,677.96
DUTCH OIL COMPANY	2000-54-54160-514010-PT504010-	CFN-41635	FUELING TRANS DATED 050925	90007074	5/20/2025	48.06
	2000-54-54D10-514010-PT504010-	CFN-41635	FUELING TRANS DATED 050925	90007074	5/20/2025	654.04
	2000-54-54M10-514010-PT504010-	CFN-41635	FUELING TRANS DATED 050925	90007074	5/20/2025	1,242.75
	2000-54-54160-514010-PT504010-	CFN-41655	FUELING TRANS DATED 051025	90007074	5/20/2025	36.19
	2000-54-54D10-514010-PT504010-	CFN-41655	FUELING TRANS DATED 051025	90007074	5/20/2025	359.08
	2000-54-54M10-514010-PT504010-	CFN-41655	FUELING TRANS DATED 051025	90007074	5/20/2025	711.05
	2000-54-54D10-514010-PT504010-	CFN-41671	FUELING TRANS DATED 051225	90007074	5/20/2025	674.43
	2000-54-54M10-514010-PT504010-	CFN-41671	FUELING TRANS DATED 051225	90007074	5/20/2025	1,272.52
	2000-54-54M41-513030-PT503050-	INV-220702	POP: 05/06/25 -DIESEL EXHAUST FLUID (BLANKET PO)	90007074	5/20/2025	795.38
	2000-54-54M41-513030-PT503050-	INV-220634	POP: 04/08/25 -DIESEL EXHAUST FLUID (BLANKET PO)	90007074	5/20/2025	1,011.32
	2000-54-54M41-513030-PT503050-	INV-220700	POP: 05/01/25 -DIESEL EXHAUST FLUID (BLANKET PO)	90007074	5/20/2025	928.54
	2000-54-54160-514010-PT504010-	CFN-41688	FUELING TRANS DATED 051325	90007074	5/20/2025	56.68
	2000-54-54999-514010-PT504010-	CFN-41688	FUELING TRANS DATED 051325	90007074	5/20/2025	25.72
	2000-54-54D10-514010-PT504010-	CFN-41688	FUELING TRANS DATED 051325	90007074	5/20/2025	549.72
	2000-54-54M10-514010-PT504010-	CFN-41688	FUELING TRANS DATED 051325	90007074	5/20/2025	1,540.60
	2000-54-54D10-514010-PT504010-	CFN-41705	FUELING TRANS DATED 051425	90007074	5/20/2025	928.22
	2000-54-54M10-514010-PT504010-	CFN-41705	FUELING TRANS DATED 051425	90007074	5/20/2025	1,294.14
	2000-54-54D10-514010-PT504010-	CFN-41724	FUELING TRANS DATED 051525	90007074	5/20/2025	618.76
	2000-54-54M10-514010-PT504010-	CFN-41724	FUELING TRANS DATED 051525	90007074	5/20/2025	1,450.59
	2000-54-54999-514010-PT504010-	CFN-41865	FUELING TRANS DATED 051625	90007074	5/20/2025	19.73
	2000-54-54D10-514010-PT504010-	CFN-41865	FUELING TRANS DATED 051625	90007074	5/20/2025	783.67
	2000-54-54M10-514010-PT504010-	CFN-41865	FUELING TRANS DATED 051625	90007074	5/20/2025	1,401.29
	2000-54-54D10-514010-PT504010-	CFN-41885	FUELING TRANS DATED 051725	90007074	5/20/2025	404.04
	2000-54-54M10-514010-PT504010-	CFN-41885	FUELING TRANS DATED 051725	90007074	5/20/2025	745.19
	2000-54-54999-514010-PT504010-	CFN-41899	FUELING TRANS DATED 051925	90007074	5/20/2025	25.81
	2000-54-54D10-514010-PT504010-	CFN-41899	FUELING TRANS DATED 051925	90007074	5/20/2025	579.12
	2000-54-54M10-514010-PT504010-	CFN-41899	FUELING TRANS DATED 051925	90007074	5/20/2025	1,315.27
	2000-54-54D10-514010-PT504010-	CFN-41916	FUELING TRANS DATED 052025	90007156	5/27/2025	731.88
	2000-54-54M10-514010-PT504010-	CFN-41916	FUELING TRANS DATED 052025	90007156	5/27/2025	1,183.12
	2000-54-54160-514010-PT504010-	CFN-41937	FUELING TRANS DATED 052125	90007156	5/27/2025	56.20
	2000-54-54999-514010-PT504010-	CFN-41937	FUELING TRANS DATED 052125	90007156	5/27/2025	24.30
	2000-54-54D10-514010-PT504010-	CFN-41937	FUELING TRANS DATED 052125	90007156	5/27/2025	686.50
	2000-54-54M10-514010-PT504010-	CFN-41937	FUELING TRANS DATED 052125	90007156	5/27/2025	1,244.27
	2000-54-54D10-514010-PT504010-	CFN-41957	FUELING TRANS DATED 052225	90007220	6/3/2025	602.25
	2000-54-54M10-514010-PT504010-	CFN-41957	FUELING TRANS DATED 052225	90007220	6/3/2025	1,484.67
	2000-54-54D10-514010-PT504010-	CFN-41987	FUELING TRANS DATED 052325	90007220	6/3/2025	603.64
	2000-54-54M10-514010-PT504010-	CFN-41987	FUELING TRANS DATED 052325	90007220	6/3/2025	1,275.18
	2000-54-54160-514010-PT504010-	CFN-42000	FUELING TRANS DATED 052425	90007220	6/3/2025	48.56
	2000-54-54D10-514010-PT504010-	CFN-42000	FUELING TRANS DATED 052425	90007220	6/3/2025	336.32
	2000-54-54M10-514010-PT504010-	CFN-42000	FUELING TRANS DATED 052425	90007220	6/3/2025	747.73
	2000-54-54D10-514010-PT504010-	CFN-42018	FUELING TRANS DATED 052725	90007220	6/3/2025	518.71
	2000-54-54M10-514010-PT504010-	CFN-42018	FUELING TRANS DATED 052725	90007220	6/3/2025	1,324.53
	2000-54-54M41-513030-PT503050-	INV-221146	POP: 05/21/25 -DIESEL EXHAUST FLUID	90007220	6/3/2025	856.56
	2000-54-54160-514010-PT504010-	CFN-42035	FUELING TRANS DATED 052825	90007220	6/3/2025	63.50

	2000-54-54D10-514010-PT504010-	CFN-42035	FUELING TRANS DATED 052825	90007220	6/3/2025	716.87
	2000-54-54M10-514010-PT504010-	CFN-42035	FUELING TRANS DATED 052825	90007220	6/3/2025	1,420.48
	2000-54-54999-514010-PT504010-	CFN-42053	FUELING TRANS DATED 052925	90007220	6/3/2025	40.25
	2000-54-54D10-514010-PT504010-	CFN-42053	FUELING TRANS DATED 052925	90007220	6/3/2025	641.62
	2000-54-54M10-514010-PT504010-	CFN-42053	FUELING TRANS DATED 052925	90007220	6/3/2025	1,419.97
	2000-54-54D10-514010-PT504010-	CFN-42073	FUELING TRANS DATED 053025	90007220	6/3/2025	691.44
	2000-54-54M10-514010-PT504010-	CFN-42073	FUELING TRANS DATED 053025	90007220	6/3/2025	1,335.41
	2000-54-54D10-514010-PT504010-	CFN-42093	FUELING TRANS DATED 053125	90007220	6/3/2025	366.83
	2000-54-54M10-514010-PT504010-	CFN-42093	FUELING TRANS DATED 053125	90007220	6/3/2025	704.01
	Total Paid by Vendor					38,596.71
JAMES R HALL	2000-54-54M41-513030-PT503050-	76144	COM TX 051225/76144	90007115	5/20/2025	275.00
	2000-54-54M41-513030-PT503050-	76144	COM TX 051225/76144	90007115	5/20/2025	67.80
	2000-54-54D41-513030-PT503050-	76187	COM TX 051625/76187	90007115	5/20/2025	100.00
	2000-54-54D41-513030-PT503050-	76188	COM TX 051625/76188	90007115	5/20/2025	100.00
	2000-54-54D41-513030-PT503050-	76192	COM TX 051625/76192	90007115	5/20/2025	100.00
	2000-54-54160-513030-PT503050-	75958	COM TX 052225/75958	90007254	6/3/2025	65.00
	2000-54-54160-513030-PT503050-	75958	COM TX 052225/75958	90007254	6/3/2025	29.40
	Total Paid by Vendor					737.20
LEES MAGIC TUNNEL	2000-54-54160-513030-PT503050-	32287	COM TX 051225/32287	104921	5/20/2025	40.00
	2000-54-54160-513030-PT503050-	32288	COM TX 051225/32288	104921	5/20/2025	40.00
	2000-54-54160-513030-PT503050-	32289	COM TX 051225/32289	104921	5/20/2025	40.00
	Total Paid by Vendor					120.00
MADISON COUNTY AUTO PARTS INC	2000-54-54M41-515340-PT504990-	270629	ANTIFREEZE FOR PUBLIC TRANSIT (BLANKET PO)	104922	5/20/2025	242.40
	2000-54-54M41-515340-PT504990-	270429	VEHICLE MAINTENANCE SUPPLIES (BLANKET PO)	104922	5/20/2025	2,622.31
	2000-54-54M41-513030-PT503050-	270610	NAPA TRX DATE 051225	104922	5/20/2025	1,259.50
	2000-54-54D41-513030-PT503050-	270610	NAPA TRX DATE 051225	104922	5/20/2025	55.36
	2000-54-54D41-513030-PT503050-	270610	NAPA TRX DATE 051225	104922	5/20/2025	621.36
	2000-54-54D41-513030-PT503050-	270673	NAPA TRX DATE 051325	104922	5/20/2025	85.98
	2000-54-54D41-513030-PT503050-	270673	NAPA TRX DATE 051325	104922	5/20/2025	25.12
	2000-54-54M41-513030-PT503050-	270673	NAPA TRX DATE 051325	104922	5/20/2025	38.87
	2000-54-54M41-513030-PT503050-	270673	NAPA TRX DATE 051325	104922	5/20/2025	28.38
	2000-54-54M41-513030-PT503050-	270673	NAPA TRX DATE 051325	104922	5/20/2025	45.77
	2000-54-54M41-513030-PT503050-	270673	NAPA TRX DATE 051325	104922	5/20/2025	42.01
	2000-54-54M41-513030-PT503050-	270673	NAPA TRX DATE 051325	104922	5/20/2025	12.68
	2000-54-54M41-513030-PT503050-	270673	NAPA TRX DATE 051325	104922	5/20/2025	54.43
	2000-54-54D41-513030-PT503050-	270673	NAPA TRX DATE 051325	104922	5/20/2025	7.05
	2000-54-54M41-515340-PT504990-	270587	VEHICLE MAINTENANCE SUPPLIES (BLANKET PO)	104922	5/20/2025	393.03
	2000-54-54M41-515340-PT504990-	270630	VEHICLE MAINTENANCE SUPPLIES (BLANKET PO)	104922	5/20/2025	194.18
	2000-54-54D41-513030-PT503050-	270740	NAPA TRX DATE 051425	104922	5/20/2025	88.16
	2000-54-54D41-513030-PT503050-	270740	NAPA TRX DATE 051425	104922	5/20/2025	466.35
	2000-54-54M41-513030-PT503050-	270789	NAPA TRX DATE 051525	104922	5/20/2025	59.81
	2000-54-54M41-513030-PT503050-	270789	NAPA TRX DATE 051525	104922	5/20/2025	62.25
	2000-54-54D41-513030-PT503050-	270789	NAPA TRX DATE 051525	104922	5/20/2025	659.24
	2000-54-54D41-513030-PT503050-	270789	NAPA TRX DATE 051525	104922	5/20/2025	60.75
	2000-54-54D41-513030-PT503050-	270789	NAPA TRX DATE 051525	104922	5/20/2025	25.56
	2000-54-54D41-513030-PT503050-	270789	NAPA TRX DATE 051525	104922	5/20/2025	28.84
	2000-54-54D41-513030-PT503050-	270789	NAPA TRX DATE 051525	104922	5/20/2025	340.26
	2000-54-54D41-513030-PT503050-	270789	NAPA TRX DATE 051525	104922	5/20/2025	100.56
	2000-54-54D41-513030-PT503050-	270789	NAPA TRX DATE 051525	104922	5/20/2025	36.26
	2000-54-54D41-513030-PT503050-	270789	NAPA TRX DATE 051525	104922	5/20/2025	40.28
	2000-54-54D41-513030-PT503050-	270789	NAPA TRX DATE 051525	104922	5/20/2025	12.32
	2000-54-54D41-513030-PT503050-	270836	NAPA TRX DATE 051625	104922	5/20/2025	7.05
	2000-54-54M41-513030-PT503050-	270836	NAPA TRX DATE 051625	104922	5/20/2025	65.24
	2000-54-54M41-513030-PT503050-	270836	NAPA TRX DATE 051625	104922	5/20/2025	42.01
	2000-54-54M41-513030-PT503050-	270836	NAPA TRX DATE 051625	104922	5/20/2025	45.77
	2000-54-54M41-513030-PT503050-	270836	NAPA TRX DATE 051625	104922	5/20/2025	12.68
	2000-54-54M41-513030-PT503050-	270836	NAPA TRX DATE 051625	104922	5/20/2025	61.46
	2000-54-54M41-513030-PT503050-	270836	NAPA TRX DATE 051625	104922	5/20/2025	92.30
	2000-54-54M41-513030-PT503050-	270836	NAPA TRX DATE 051625	104922	5/20/2025	59.48
	2000-54-54M41-513030-PT503050-	270836	NAPA TRX DATE 051625	104922	5/20/2025	101.28
	2000-54-54M41-513030-PT503050-	270836	NAPA TRX DATE 051625	104922	5/20/2025	30.30

		2000-54-54M41-513030-PT503050-	271108	NAPA TRX DATE 052325	105175	6/3/2025	13.77
		2000-54-54M41-513030-PT503050-	271108	NAPA TRX DATE 052325	105175	6/3/2025	74.94
		2000-54-54M41-513030-PT503050-	271108	NAPA TRX DATE 052325	105175	6/3/2025	385.00
		2000-54-54M41-513030-PT503050-	271108	NAPA TRX DATE 052325	105175	6/3/2025	44.24
		2000-54-54M41-513030-PT503050-	271108	NAPA TRX DATE 052325	105175	6/3/2025	196.19
		2000-54-54M41-513030-PT503050-	271108	NAPA TRX DATE 052325	105175	6/3/2025	81.78
		2000-54-54M41-513030-PT503050-	271108	NAPA TRX DATE 052325	105175	6/3/2025	84.28
		2000-54-54M41-513030-PT503050-	271157	NAPA TRX DATE 052725	105175	6/3/2025	136.71
		2000-54-54M41-513030-PT503050-	271157	NAPA TRX DATE 052725	105175	6/3/2025	1,453.97
		2000-54-54M41-513030-PT503050-	271190	NAPA TRX DATE 052825	105175	6/3/2025	35.94
		2000-54-54M41-513030-PT503050-	271190	NAPA TRX DATE 052825	105175	6/3/2025	93.42
		2000-54-54M41-513030-PT503050-	271190	NAPA TRX DATE 052825	105175	6/3/2025	59.48
		2000-54-54M41-513030-PT503050-	271190	NAPA TRX DATE 052825	105175	6/3/2025	61.46
		2000-54-54D41-513030-PT503050-	271247	NAPA TRX DATE 052925	105175	6/3/2025	7.05
		2000-54-54M41-513030-PT503050-	271247	NAPA TRX DATE 052925	105175	6/3/2025	3,063.24
		2000-54-54M41-513030-PT503050-	271247	NAPA TRX DATE 052925	105175	6/3/2025	33.92
		2000-54-54M41-513030-PT503050-	271300	NAPA TRX DATE 053025	105175	6/3/2025	259.70
		2000-54-54M41-513030-PT503050-	271300	NAPA TRX DATE 053025	105175	6/3/2025	394.76
		2000-54-54M41-513030-PT503050-	271300	NAPA TRX DATE 053025	105175	6/3/2025	46.71
		2000-54-54M41-513030-PT503050-	271300	NAPA TRX DATE 053025	105175	6/3/2025	5.01
		2000-54-54M41-513030-PT503050-	271300	NAPA TRX DATE 053025	105175	6/3/2025	95.00
		2000-54-54M41-513030-PT503050-	271363	NAPA TRX DATE 060225	105175	6/3/2025	560.01
		2000-54-54M41-513030-PT503050-	271363	NAPA TRX DATE 060225	105175	6/3/2025	203.78
		Total Paid by Vendor					31,437.46
PRO ELECTRIC INC		2000-54-54M11-522000-PT119020-	W43690	POP BUS SHELTER REMOVAL	90007249	6/3/2025	210.00
		Total Paid by Vendor					210.00
ROUTEMATCH SOFTWARE INC		2000-00-00000-140200-000000000-	RMSMA00003578	POP 8/1/25-6/30/26 ROUTEMATCH LICENSE RENEWALS	104959	5/20/2025	26,711.34
		Total Paid by Vendor					26,711.34
S & S FIRESTONE INC		2000-54-54D10-515580-PT504020-	4230020995	COM TX 051925/4230020995	90007144	5/27/2025	110.00
		2000-54-54D10-515580-PT504020-	4230020995	COM TX 051925/4230020995	90007144	5/27/2025	55.00
		2000-54-54D10-515580-PT504020-	4230020995	COM TX 051925/4230020995	90007144	5/27/2025	345.76
		2000-54-54D10-515580-PT504020-	4230020995	COM TX 051925/4230020995	90007144	5/27/2025	6.00
		2000-54-54D10-515580-PT504020-	4230020996	COM TX 051925/4230020996	90007144	5/27/2025	345.76
		2000-54-54D10-515580-PT504020-	4230020996	COM TX 051925/4230020996	90007144	5/27/2025	55.00
		2000-54-54D10-515580-PT504020-	4230020996	COM TX 051925/4230020996	90007144	5/27/2025	6.00
		2000-54-54D10-515580-PT504020-	4230020997	COM TX 051925/4230020997	90007144	5/27/2025	345.76
		2000-54-54D10-515580-PT504020-	4230020997	COM TX 051925/4230020997	90007144	5/27/2025	55.00
		2000-54-54D10-515580-PT504020-	4230020997	COM TX 051925/4230020997	90007144	5/27/2025	6.00
		2000-54-54M10-515580-PT504020-	4230020998	COM TX 051925/4230020998	90007144	5/27/2025	110.00
		2000-54-54M10-515580-PT504020-	4230020998	COM TX 051925/4230020998	90007144	5/27/2025	30.00
		2000-54-54M10-515580-PT504020-	4230020998	COM TX 051925/4230020998	90007144	5/27/2025	848.80
		2000-54-54M10-515580-PT504020-	4230020998	COM TX 051925/4230020998	90007144	5/27/2025	8.00
		2000-54-54D10-515580-PT504020-	4230020999	COM TX 051925/4230020999	90007144	5/27/2025	172.88
		2000-54-54D10-515580-PT504020-	4230020999	COM TX 051925/4230020999	90007144	5/27/2025	27.50
		2000-54-54D10-515580-PT504020-	4230020999	COM TX 051925/4230020999	90007144	5/27/2025	3.00
		2000-54-54M10-514010-PT504010-	4230021001	COM TX 051925/4230021001	90007144	5/27/2025	864.40
		2000-54-54M10-514010-PT504010-	4230021001	COM TX 051925/4230021001	90007144	5/27/2025	137.50
		2000-54-54D10-515580-PT504020-	4230021002	COM TX 051925/4230021002	90007144	5/27/2025	15.00
		2000-54-54D10-515580-PT504020-	4230021002	COM TX 051925/4230021002	90007144	5/27/2025	240.98
		2000-54-54D10-515580-PT504020-	4230021002	COM TX 051925/4230021002	90007144	5/27/2025	55.00
		2000-54-54D10-515580-PT504020-	4230021002	COM TX 051925/4230021002	90007144	5/27/2025	6.00
		Total Paid by Vendor					3,849.34
		Total by Fund 2000					113,406.52
2100	AIDS ACTION COALITION OF HUNTSVILLE	2100-70-70100-515520-PN200009-00177	REQ3CDBG24	POP 2/1-3/31/25 REIM EXP REQ# 23 CDBG-PUBLIC SERV	90007056	5/20/2025	6,000.00
		Total Paid by Vendor					6,000.00
	AMAZON CAPITAL SERVICES INC	2100-70-70100-515340-PN200015-	1PDG-FNXC-4GTT	CHARLEEN 305 FOUNTAIN CR SW256-883-3705 3RD FLOOR	90007195	6/3/2025	142.06
		Total Paid by Vendor					142.06
	CHRISTMAS CHARITIES YEAR ROUND SERVICES INC	2100-70-70100-515520-PN200009-00177	REQ3CDBG24	REIMBURSE EXP REQ#3 24CDBG GRANT-PUBLIC SVCS	105003	5/27/2025	5,471.80
		Total Paid by Vendor					5,471.80
	CITY LUMBER COMPANY OF HUNTSVILLE, INC.	2100-70-70300-523000-00000000-00177	209629	MAT FOR DMP PROJ(POP 5/7/25 HOMELESS CAMP)	90007147	5/27/2025	-630.00
		2100-70-70100-515520-PN200010-00007	2013858	MATERIALS FOR DMP PROJ 620 PEARL AVE	90007147	5/27/2025	536.13

		2100-70-70100-515520-PN200010-00007	2013634	MATERIALS FOR DMP PROJ 620 PEAL AVE	90007147	5/27/2025	425.50
		2100-70-70100-515520-PN200010-00007	2013985	MATERIALS FOR DMP PROJ 620 PEARL AVE	90007147	5/27/2025	1,582.86
		2100-70-70100-515520-PN200010-00007	1996192	MATERIALS FOR DMP PROJ 620 PEARL AVE	90007147	5/27/2025	714.00
		2100-70-70300-523000-00000000-00177	2034627	MAT FOR DMP PROJ(REHAB @3103 NEVEL DR)	90007209	6/3/2025	352.50
		2100-70-70300-523000-00000000-00177	2034631	MAT FOR DMP PROJ(4917 BURROS CR)	90007209	6/3/2025	352.50
		2100-70-70300-523000-00000000-00177	2034633	MAT FOR DMP PROJ (3211 TETON DR)	90007209	6/3/2025	352.50
		Total Paid by Vendor					3,685.99
	CRISIS SERVICES OF NORTH ALABAMA	2100-70-70100-515340-PN200011-00188	REQ1HESG24	REIMBURSE EXP REQ#1 HESG24(POP 4/1/25-4/30/25)	105123	6/3/2025	1,999.84
		Total Paid by Vendor					1,999.84
	DUTCH OIL COMPANY	2100-70-70300-514010-00000000-00177	CFN-41705	FUELING TRANS DATED 051425	90007074	5/20/2025	26.44
		Total Paid by Vendor					26.44
	FAMILY SERVICES CENTER INC	2100-70-70100-515340-PN200011-00188	REQ1HESG24	REIMBURSE EXP REQ#1 HESG24(POP4/1/25-4/30/25)	90007225	6/3/2025	1,685.42
		Total Paid by Vendor					1,685.42
	FIRST STOP INC	2100-70-70100-515370-PN200011-00188	REQ1HESG24	REIMBURSE REQ#1 HESG24(POP 4/1/25-4/30/25)	105139	6/3/2025	7,902.64
		Total Paid by Vendor					7,902.64
	GULF STATES DISTRIBUTORS	2100-70-70100-515520-PN200010-00007	1488260-IN	BADGES FOR CODE ENFORCEMENT OFFICERS	104894	5/20/2025	1,416.10
		Total Paid by Vendor					1,416.10
	HUNTSVILLE UTILITIES	2100-70-70100-515520-PN200010-00007	221010501257 5/22/25	UTILITIES @ 813 MEADOW DR NW (POP 4/22-5/21/25)	105159	6/3/2025	70.15
		Total Paid by Vendor					70.15
	JAMES MONAGHAN	2100-70-70300-523000-00000000-00177	5768	PROP#5765 REHAB 2206 HAMMONDS CR(POP 5/20-5/21/25)	90007169	5/27/2025	11,860.00
		Total Paid by Vendor					11,860.00
	LANIER FORD SHAVER & PAYNE PC	2100-70-70100-515520-PN200010-00007	243787	POP 3/3/25-4/30/25 PROFESSIONAL SERVICES RENDERED	90007165	5/27/2025	12,988.00
		Total Paid by Vendor					12,988.00
	MEADOW HILLS INITIATIVE INC	2100-70-70100-515520-PN200010-00007	REQ4UDAG25	POP3/28/25-4/26/25 REIMBURSE UTILITIES	90007168	5/27/2025	109.89
		Total Paid by Vendor					109.89
	STAPLES INC	2100-70-70100-515340-PN200015-	6032752998	BETTY 305 FOUNTAIN CR SW256-883-3705 3RD FLOOR	90007178	5/27/2025	229.60
		2100-70-70100-515340-PN200015-	6033656198	CHARLEEN 305 FOUNTAIN CR SW256-883-3705 3RD FLOOR	90007260	6/3/2025	29.49
		2100-70-70100-515340-PN200015-	6033656208	CHARLEEN 305 FOUNTAIN CR SW256-883-3705 3RD FLOOR	90007260	6/3/2025	15.12
		Total Paid by Vendor					274.21
	Total by Fund 2100						53,632.54
2101	DIOCESE OF BIRMINGHAM IN ALABAMA	2101-70-70100-515370-00000000-00157	REQ28ADMINERAP2A	OUTSIDE PROF SVCS REQ#28 ERAP2A	90007155	5/27/2025	32,804.77
		2101-70-70100-515520-00000000-00157	REQ5HHHP	RENT & UTILITY ASST DRAW#4-HHH(POP5/15/22-9/30/25)	90007217	6/3/2025	1,000,000.00
		Total Paid by Vendor					1,032,804.77
	Total by Fund 2101						1,032,804.77
2200	COH COMMUNITY DEVELOPMENT	2200-70-00000-515520-C0000001-	HOME AD4/2025	HOME ADMIN PAYROLL (POP 3/21/25-4/11/25)	104881	5/20/2025	20,066.62
		Total Paid by Vendor					20,066.62
	FAMILY SERVICES CENTER INC	2200-70-00000-515520-C0021221-	23-968/8	DRAW REQ#8 (6211 HOLLOW RD 4/4/24-4/9/25) FINAL	90007157	5/27/2025	30,943.90
		Total Paid by Vendor					30,943.90
	HABITAT FOR HUMANITY OF RIVER VALLEY	2200-70-00000-515520-C0071221-	24-153/6	DRAW REQ#6 IDIS#1325 216 LAKE(POP 3/5/25-3/17/25)	105013	5/27/2025	6,795.26
		2200-70-00000-515520-C0070221-	23-1065/8	DRAW REQ#8 (211 LAKE) 8/8/24-/26/25 RES.23-1065	105014	5/27/2025	1,323.63
		Total Paid by Vendor					8,118.89
	Total by Fund 2200						59,129.41
3000	REGIONS BANK	3000-00-00000-602000-DE2013BX-	DEBT 6/1/25 13B/24A	DEBT SERVICE PAYMENT DUE 6/1/25 (2013B & 2024A)	104993	5/27/2025	236,125.00
		3000-00-00000-601000-DE2013BX-	DEBT 6/1/25 13B/24A	DEBT SERVICE PAYMENT DUE 6/1/25 (2013B & 2024A)	104993	5/27/2025	880,000.00
		3000-00-00000-460100-00000000-	DEBT 6/1/25 13B/24A	DEBT SERVICE PAYMENT DUE 6/1/25 (2013B & 2024A)	104993	5/27/2025	-143.38
		Total Paid by Vendor					1,115,981.62
	Total by Fund 3000						1,115,981.62
3020	ALABAMA CONCRETE INC	3020-55-00000-516010-00000000-	162795	FY25 Q3 CONCRETE(PICKUP)MAINT-BLANKET	90007057	5/20/2025	172.50
		3020-55-00000-516010-00000000-	162792	FY25 Q3 CONCRETE(PICKUP)MAINT-BLANKET	90007057	5/20/2025	286.00
		3020-55-00000-516010-00000000-	162791	FY25 Q3 CONCRETE(PICKUP)MAINT-BLANKET	90007057	5/20/2025	138.00
		3020-55-00000-516010-00000000-	162793	FY25 Q3 CONCRETE(PICKUP)MAINT-BLANKET	90007057	5/20/2025	138.00
		3020-55-00000-516010-00000000-	162612	FY25 Q3 CONCRETE(PICKUP)MAINT-BLANKET	90007057	5/20/2025	207.00
		3020-55-00000-516010-00000000-	162616	FY25 Q3 CONCRETE(PICKUP)MAINT-BLANKET	90007057	5/20/2025	276.00
		3020-55-00000-516010-00000000-	162715	FY25 Q3 CONCRETE(PICKUP)MAINT-BLANKET	90007057	5/20/2025	572.00
		3020-55-00000-516040-00000000-	162906	FY25 Q3 CONCRETE(PICKUP)CONST-BLANKET	90007057	5/20/2025	500.50
		3020-55-00000-516040-00000000-	162519	FY25 Q3 CONCRETE(PICKUP)CONST-BLANKET	90007057	5/20/2025	858.00
		3020-55-00000-516040-00000000-	162614	FY25 Q3 CONCRETE(PICKUP)CONST-BLANKET	90007057	5/20/2025	143.00
		3020-75-00000-529000-00000000-	162717	CONCRETE FOR PROJECT	90007057	5/20/2025	278.00
		3020-55-00000-516010-00000000-	162905	FY25 Q3 CONCRETE(PICKUP)MAINT-BLANKET	90007057	5/20/2025	286.00
		3020-55-00000-516010-00000000-	162907	FY25 Q3 CONCRETE(PICKUP)MAINT-BLANKET	90007057	5/20/2025	207.00
		3020-55-00000-516010-00000000-	162968	FY25 Q3 CONCRETE(PICKUP)MAINT-BLANKET	90007057	5/20/2025	1,430.00

	3020-55-00000-516010-00000000-	163077	FY25 Q3 CONCRETE(PICKUP)MAINT-BLANKET	90007057	5/20/2025	464.75
	3020-55-00000-516010-00000000-	146917	FY25 Q3 CONCRETE(PICKUP)MAINT-BLANKET	90007193	6/3/2025	572.00
	3020-55-00000-516010-00000000-	163174	FY25 Q3 CONCRETE(PICKUP)MAINT-BLANKET	90007193	6/3/2025	500.50
	3020-55-00000-516010-00000000-	163230	FY25 Q3 CONCRETE(PICKUP)MAINT-BLANKET	90007193	6/3/2025	286.00
	3020-55-00000-516010-00000000-	163113	FY25 Q3 CONCRETE(PICKUP)MAINT-BLANKET	90007193	6/3/2025	1,430.00
	3020-55-00000-516010-00000000-	163172	FY25 Q3 CONCRETE(PICKUP)MAINT-BLANKET	90007193	6/3/2025	1,144.00
	3020-55-00000-516010-00000000-	163327	FY25 Q3 CONCRETE(PICKUP)MAINT-BLANKET	90007193	6/3/2025	214.50
	3020-55-00000-516010-00000000-	163531	FY25 Q3 CONCRETE(PICKUP)MAINT-BLANKET	90007193	6/3/2025	241.50
	3020-55-00000-516010-00000000-	163170	FY25 Q3 CONCRETE(PICKUP)MAINT-BLANKET	90007193	6/3/2025	143.00
	3020-55-00000-516040-00000000-	163395	FY25 Q3 CONCRETE(PICKUP)CONST-BLANKET	90007193	6/3/2025	429.00
	3020-55-00000-516040-00000000-	163228	FY25 Q3 CONCRETE(PICKUP)CONST-BLANKET	90007193	6/3/2025	429.00
	3020-55-00000-516040-00000000-	163074	FY25 Q3 CONCRETE(PICKUP)CONST-BLANKET	90007193	6/3/2025	357.50
	Total Paid by Vendor					11,703.75
ANDERS POOL CO INC	3020-14-00000-523000-PR8405XX-	76510	2025 BLNKT POOL REPAIRS & MISC.	90007059	5/20/2025	399.97
	3020-14-00000-523000-PR8405XX-	77150	2025 BLNKT POOL REPAIRS & MISC.	90007196	6/3/2025	122.96
	Total Paid by Vendor					522.93
BLADES GROUP	3020-55-00000-516010-00000000-	18048367	ROCK ASPHALT BAGGS FOR PWS MAINT	90007201	6/3/2025	2,356.00
	Total Paid by Vendor					2,356.00
BSN SPORTS LLC	3020-30-00000-513010-00000000-	929707663	REPLACEMENT TENNIS NETS FOR SANDRA MOON	105110	6/3/2025	1,147.96
	Total Paid by Vendor					1,147.96
BUILDING & EARTH SCIENCES INC	3020-14-00000-520502-00000000-	127058	POP:04/11/25-04/30/25 JHP SIGNS CONS MATLS TESTING	105111	6/3/2025	811.25
	Total Paid by Vendor					811.25
CITY LUMBER COMPANY OF HUNTSVILLE, INC.	3020-55-00000-516010-00000000-	2009057	FY25 LUMBER BLANKET FOR PWS	90007066	5/20/2025	238.30
	3020-55-00000-516010-00000000-	2014479	FY25 LUMBER BLANKET FOR PWS	90007066	5/20/2025	33.55
	Total Paid by Vendor					271.85
COWIN EQUIPMENT CO INC	3020-15-00000-520100-00000000-	ESA011624 1	RUBBER TIRE PAVER FOR PWS	105122	6/3/2025	456,328.00
	3020-15-00000-520100-00000000-	ESA011613 1	ROLLER FOR PWS	105122	6/3/2025	46,002.00
	Total Paid by Vendor					502,330.00
ENNIS-FLINT INC	3020-75-00000-529000-00000000-	474845	RPMS	90007222	6/3/2025	11,500.00
	Total Paid by Vendor					11,500.00
FORESITE GROUP LLC	3020-14-00000-520010-00000000-	106999	POP:04/11/25-05/10/25 ENGINEER SVCS- GOLD/SCHIFF	90007159	5/27/2025	19,012.50
	Total Paid by Vendor					19,012.50
GRAYSON CARTER & SON CONTRACTING INC	3020-55-00000-516020-00000000-	APPL # 1 - ST RESURF	#1, POP: 04/01/25-05/01/25 - FY 25, PH 1 ST RESURF	90007082	5/20/2025	424,556.37
	3020-55-00000-516020-00000000-	APPL #10 RESUR PH2	#10, POP:03/27/25-04/26/25-RESURFACING RESIDENTL ST	90007228	6/3/2025	976,474.08
	Total Paid by Vendor					1,401,030.45
HYDE ENGINEERING INC	3020-14-00000-520010-00000000-	24303.21	POP:04/02/25-05/16/25 ELECTRICAL ENGINE- GOLDSMITH	104908	5/20/2025	3,450.00
	Total Paid by Vendor					3,450.00
INDUSTRIAL CONTRACTOR SUPPLY LLC	3020-75-00000-529000-00000000-	74289	REBAR FOR PROJECTS	105162	6/3/2025	1,515.76
	Total Paid by Vendor					1,515.76
JAMES MONAGHAN	3020-14-00000-521019-00000000-	5757	POP 4/30/25-5/7/25 DUG OUTS - OAK PARK EAST	90007105	5/20/2025	7,100.00
	Total Paid by Vendor					7,100.00
JAMES R HALL	3020-55-00000-516020-00000000-	75984	POP 4/28/25 FOR TOWING	90007115	5/20/2025	65.00
	Total Paid by Vendor					65.00
KENWORTH OF HUNTSVILLE	3020-15-00000-520100-00000000-	06H2180	DUMP TRUCK FOR PWS	105228	6/3/2025	156,000.00
	Total Paid by Vendor					156,000.00
LANBRO SHEET METAL INC	3020-14-00000-523000-PR8405XX-	20666	POP: 05/20/25 -FILTER BASKETS	105024	5/27/2025	1,291.39
	Total Paid by Vendor					1,291.39
MIMS ENGINEERING INC	3020-14-00000-523020-00000000-	APPL #5 ART MUS HVAC	POP: 02/01/25-05/22/25-ENGINEERING SVCS- ART MUSE	105178	6/3/2025	31,565.63
	Total Paid by Vendor					31,565.63
MULTIVISTA	3020-14-00000-523053-00000000-	5418	3D LASER SCANNING-MJPSC CONTROLS UPGRADE-EXEMPT	105028	5/27/2025	20,623.00
	Total Paid by Vendor					20,623.00
NOLA VAN PERUSEM ARCHITECTS PC	3020-14-00000-520010-00000000-	24489.01	POP 2/1/25-5/2/25 ARCHITECTURAL SUPPORT SER	104931	5/20/2025	2,500.00
	Total Paid by Vendor					2,500.00
PETTUS PLUMBING AND PIPING INC	3020-14-00000-523020-00000000-	APPL #10 ART MUSEUM	#1, POP: 04/01/25-04/30/25-CONSTRUCTION SVC-MUSEUM	104935	5/20/2025	504,572.22
	Total Paid by Vendor					504,572.22
PRO-AIR SERVICES INC	3020-14-00000-513010-PR8610XX-	102547	POP 3/28/25-4/22/25 REPLACE AC UNIT - COH	90007113	5/20/2025	4,498.66
	Total Paid by Vendor					4,498.66
PROFESSIONAL RESTORATION ON SITE SOLUTIONS LLC	3020-30-00000-513010-00000000-	4075	POP 5/27/25-5/28/25 SHURNEY LEGACY CENTER GYM	90007251	6/3/2025	7,341.05
	Total Paid by Vendor					7,341.05
REGIONS BANK	3020-00-00000-602000-DE2024AX-	DEBT 6/1/25 13B/24A	DEBT SERVICE PAYMENT DUE 6/1/25 (2013B & 2024A)	104993	5/27/2025	1,706,400.00
	Total Paid by Vendor					1,706,400.00

ROGERS GROUP INC	3020-55-00000-516010-00000000-	0203003669	FY25-Q3-ASPHALT-BLANKET	104958	5/20/2025	2,372.91
	3020-55-00000-516020-00000000-	0203003670	FY25-Q3-ASPHALT-BLANKET	104958	5/20/2025	1,391.04
	3020-00-00000-220400-00000000-	406824-16-2RET	24587 - OAK PARK PAVING FINAL RETAINAGE	104958	5/20/2025	3,295.79
	3020-00-00000-220400-00000000-	406824-18-2RET	24587 - MCGUCKEN PARK PAVING FINAL RETAINAGE	104958	5/20/2025	4,372.09
	3020-00-00000-220400-00000000-	403024-35-2RET	2415 - MCGUCKEN PARK RESTRIPIING FINAL RETAINAGE	104958	5/20/2025	702.18
	3020-00-00000-220400-00000000-	3725008-5-2RET	2415 - OAK PARK RESTRIPIING FINAL RETAINAGE	104958	5/20/2025	416.33
	3020-55-00000-516010-00000000-	0203003697	POP 5/6/25-5/9/25 ASPHALT-BLANKET	104958	5/20/2025	1,640.13
	3020-55-00000-516020-00000000-	0203003698	POP 5/5/25 -ASPHALT-BLANKET	104958	5/20/2025	1,410.36
	3020-55-00000-516010-00000000-	0209001389	POP 5/5/25 -ASPHALT-BLANKET	104958	5/20/2025	378.81
	3020-55-00000-516020-00000000-	406824-22-1	POP: 05/01/25-05/31/25 EXTRA PAVING FOR DERRICK ST	105206	6/3/2025	6,052.69
	3020-75-00000-529000-00000000-	403024-34-1	POP:05/01/25-05/31/25 SW INSTALL MERIDIAN/PRATT	105206	6/3/2025	8,605.92
	3020-55-00000-516020-00000000-	APPL#8 RESURF RES ST	#8 POP:04/01/25-04/30/25 RESURF RES ST FY24 PH3	105206	6/3/2025	771,512.47
	Total Paid by Vendor					802,150.72
	3020-75-00000-529000-00000000-	145869	TEMPLATES FOR PROJECT	104961	5/20/2025	425.00
	Total Paid by Vendor					425.00
	3020-55-00000-516010-00000000-	154086564-001	SEED FOR MAINTENANCE STOCK	105211	6/3/2025	831.00
	Total Paid by Vendor					831.00
SOUTHEASTERN TRUCK BODY & EQUIPMENT INC	3020-15-00000-520100-00000000-	31915	STROBES FOR F550 FOR LANDSCAPE	90007177	5/27/2025	645.00
	Total Paid by Vendor					645.00
SOUTHERN LIGHTING AND TRAFFIC	3020-75-00000-529000-00000000-	49393	POLES FOR EASTERN BYPASS/OLD 431	90007121	5/20/2025	70,020.00
	Total Paid by Vendor					70,020.00
STRUTHERS RECREATION LLC	3020-14-00000-521031-00000000-	106445-0102	POP 3/22/25 – 5/6/25 MCGUCKEN PARK- PARK MULCH	104971	5/20/2025	12,400.00
	Total Paid by Vendor					12,400.00
SWARCO	3020-75-00000-529000-00000000-	900326896	GLASS BEADS	105051	5/27/2025	2,480.00
	Total Paid by Vendor					2,480.00
TRAFFIC SIGNAL LLC	3020-75-00000-529000-00000000-	INV15096	WIRE FOR PROJECTS	90007182	5/27/2025	2,467.50
	Total Paid by Vendor					2,467.50
TRIGREEN EQUIPMENT	3020-15-00000-520100-00000000-	11074295	SPREADER FOR LANDSCAPE SPORTS	90007183	5/27/2025	3,006.60
	Total Paid by Vendor					3,006.60
UTILICOM SUPPLY ASSOCIATES LLC	3020-75-00000-529001-00000000-	319359	NOTRAFFIC DETECTION	90007186	5/27/2025	73,224.00
	3020-75-00000-529000-00000000-	319261	ITEMS FOR PROJECT	90007186	5/27/2025	1,064.00
	Total Paid by Vendor					74,288.00
VULCAN MATERIALS CO	3020-55-00000-516040-00000000-	3393802	FY25 Q3 CONST ROCK-BLANKET	90007136	5/20/2025	577.92
	3020-55-00000-516040-00000000-	3392959	FY25 Q3 CONST ROCK-BLANKET	90007136	5/20/2025	2,113.44
	3020-55-00000-516040-00000000-	3392698	FY25 Q3 CONST ROCK-BLANKET	90007136	5/20/2025	164.18
	3020-55-00000-516040-00000000-	3279606	FY25 Q3 CONST ROCK-BLANKET	90007136	5/20/2025	1,665.03
	3020-52-00000-513010-PR8431XX-	3175846	GRAVEL MATERIALS FOR HAYS (BLANKET)	90007268	6/3/2025	1,769.15
	3020-55-00000-516010-00000000-	3450012	FY25-Q3-ROCK BLANKET-MAINT	90007268	6/3/2025	554.90
	3020-55-00000-516010-00000000-	3450096	FY25-Q3-ROCK BLANKET-MAINT	90007268	6/3/2025	325.55
	3020-55-00000-516040-00000000-	3418884	FY25 Q3 CONST ROCK-BLANKET	90007268	6/3/2025	393.53
	3020-55-00000-516040-00000000-	3419399	FY25 Q3 CONST ROCK-BLANKET	90007268	6/3/2025	1,220.79
	3020-55-00000-516040-00000000-	3419403	FY25 Q3 CONST ROCK-BLANKET	90007268	6/3/2025	1,544.54
	3020-55-00000-516040-00000000-	3449322	FY25 Q3 CONST ROCK-BLANKET	90007268	6/3/2025	166.49
	3020-55-00000-516040-00000000-	3491735	FY25 Q3 CONST ROCK-BLANKET	90007268	6/3/2025	180.35
	3020-55-00000-516040-00000000-	3492277	FY25 Q3 CONST ROCK-BLANKET	90007268	6/3/2025	428.18
	Total Paid by Vendor					11,104.05
	3020-00-00000-220400-00000000-	APPL# 12 FINAL RET	2261 - RESURFACING OF RESIDENTAIL ST FINAL RETAIN	90007138	5/20/2025	174,809.75
	3020-55-00000-516010-00000000-	243243	ASPHALT (ROGERS NOT MAKING)	90007270	6/3/2025	94.90
	3020-55-00000-516010-00000000-	242590	ASPHALT (ROGERS NOT MAKING)	90007270	6/3/2025	344.50
	Total Paid by Vendor					175,249.15
WISS, JANNEY, ELSTNER ASSOCIATES, INC.	3020-14-00000-523046-00000000-	0612053	POP:12/25/24-05/04/25 CLINTON PARKING ADD'L SVCS	105064	5/27/2025	7,500.00
	Total Paid by Vendor					7,500.00
WOODY ANDERSON FORD INC	3020-15-00000-520100-00000000-	A01114	F550 FOR LANDSCAPE	105066	5/27/2025	83,242.72
	3020-15-00000-520100-00000000-	C30996	F550 FOR FLEET	105066	5/27/2025	132,032.64
	3020-15-00000-520100-00000000-	C89370	F250'S FOR LANDSCAPE	105066	5/27/2025	48,998.32
	Total Paid by Vendor					264,273.68
Total by Fund 3020						5,824,450.10
3030 HUNTSVILLE CITY SCHOOLS	3030-00-00000-610123-00000000-	MAY APP FY25	MAY APPROP, LESS HPD COST, LESS LEASE 2800 POPLAR	90007087	5/20/2025	3,135,833.33
	Total Paid by Vendor					3,135,833.33
Total by Fund 3030						3,135,833.33
3050 THREE NOTCH GROUP INC	3050-14-00000-521027-00000000-	12366	POP:02/08/25-05/02/25 ENGINEER SVCS-JHP TENNIS CTR	90007181	5/27/2025	4,912.41

		3050-14-00000-521027-00000000-	12366 REIMB	POP:02/08/25-05/02/25 ADD'L SVCS-JHP TENNIS CTR	90007181	5/27/2025	16,060.56
		Total Paid by Vendor					20,972.97
	Total by Fund 3050						20,972.97
3060	HUNTSVILLE MADISON COUNTY CONVENTION	3060-00-00000-610022-00000000-	LRAC 052225	CUSA BASKETBALL TOURNAMENT	90007161	5/27/2025	225,000.00
		3060-00-00000-610022-00000000-	LRAC 052225	AUSA GLOBAL SYMPOSIUM	90007161	5/27/2025	63,209.00
		3060-00-00000-610022-00000000-	LRAC 052225	HSV COMIC & POP CULTURE EXPO	90007161	5/27/2025	7,500.00
		Total Paid by Vendor					295,709.00
	HUNTSVILLE SPORTS COMMISSION	3060-00-00000-610019-00000000-	SC 052025	ASUN BEACH VOLLEYBALL CHAMPIONSHIP	90007164	5/27/2025	47,921.48
		Total Paid by Vendor					47,921.48
	Total by Fund 3060						343,630.48
3080	2020 AT PROVIDENCE LLC	3080-71-00000-515460-00000000-	102A	2ND INSTALLMENT PARKING LOT AGMT	90007140	5/27/2025	1,000,000.00
		Total Paid by Vendor					1,000,000.00
	BARGE DESIGN SOLUTIONS INC	3080-71-00000-524042-CONSTRUC-00172	0000232113	POP: 03/01/25-04/25/25-HSV N BYPASS SUPPORT JACOB	105105	6/3/2025	744.80
		Total Paid by Vendor					744.80
	GARVER LLC	3080-71-00000-528006-00000000-	23S02020-8	POP: 02/15/25 - 03/14/25 -PARC CORRIDOR	90007160	5/27/2025	79,689.07
		3080-71-00000-528006-00000000-	23S02020-9	POP: 03/15/25 - 04/11/25 -PARC CORRIDOR	90007160	5/27/2025	41,366.64
		Total Paid by Vendor					121,055.71
	HUNTSVILLE UTILITIES	3080-71-00000-530000-BUDGET01-	AU - APPLIED RES ATC	AUBURN RESEARCH CENTER ATC WATER	105160	6/3/2025	50,159.00
		Total Paid by Vendor					50,159.00
	KIMLEY-HORN AND ASSOCIATES, INC	3080-71-00000-524008-00000000-	017019004-0325	POP:02/27/25-03/31/25 -EDS FOR CAPSHAW RD INT IMPR	90007095	5/20/2025	24,375.00
		Total Paid by Vendor					24,375.00
	LANIER FORD SHAVER & PAYNE PC	3080-71-00000-530000-BUDGET01-	J.SWAIM PROP OPTION	PURCH OPT J SWAIM PROP 16.79 ACRES RES 25-366	105025	5/27/2025	20,000.00
		Total Paid by Vendor					20,000.00
	LORD AECK SARGENT PLANING & DESIGN INC	3080-71-00000-520900-00000000-	50793	POP: 04/24/25-05/23/25-NO HSV GREENWAY MASTER PLAN	90007245	6/3/2025	28,600.00
		Total Paid by Vendor					28,600.00
	NIVENS & ASSOCIATES	3080-71-00000-530000-BUDGET01-	1779-D	POP 4/22/25-4/23/25 PROFESSIONAL SERVICES	105184	6/3/2025	1,750.00
		Total Paid by Vendor					1,750.00
	OMI INC	3080-71-00000-528006-00000000-	25664	POP 3/26/25-4/25/25 PARC MILL CREEK ESA	105186	6/3/2025	37,100.00
		Total Paid by Vendor					37,100.00
	ROGERS GROUP INC	3080-71-00000-527000-00000000-	3725008-8-2	POP 5/1/25-5/31/25 MIDCITY FLUME ALAN	104958	5/20/2025	11,403.64
		3080-71-00000-524009-00000000-	3725008-8-1	POP:05/01/25-05/31/25 MONROE PERIODIC STREETSCAPE	104958	5/20/2025	103,089.24
		3080-71-00000-527001-00000000-	3724039-3-1	POP 4/1/25-4/30/25 8056 GOOSE RIDGE FUME	104958	5/20/2025	8,752.67
		3080-71-00000-527001-00000000-	402824-10-1	POP 4/1/25-4/30/251415 MONTDALE DRAINAGE DITCH	104958	5/20/2025	71,254.36
		Total Paid by Vendor					194,499.91
	ROSALES PARTNERS INC	3080-71-00000-528006-00000000-	10	POP 5/1/25-5/31/25 EDS FOR US 231/431PEDESTRIAN	90007255	6/3/2025	27,131.01
		Total Paid by Vendor					27,131.01
	SON MEDIA GROUP	3080-71-00000-524008-00000000-	6466	POP 12/11/24 AD FOR UTILITY AT 231 FRONTAGE	104967	5/20/2025	820.00
		Total Paid by Vendor					820.00
	TEMPLE INC	3080-75-00000-529004-00000000-	INV0264529	POLARA PUSHBUTTONS LOWE/GALLATIN ***SOLE SOURCE**	105053	5/27/2025	6,080.00
		Total Paid by Vendor					6,080.00
	TTL INC	3080-71-00000-524000-PR8141XX-	2148877	POP 4/1/25-4/30/25 WINCHESTER ROAD WIDENING ALAN	90007184	5/27/2025	28,369.50
		Total Paid by Vendor					28,369.50
	UES PROFESSIONAL SOLUTIONS 18 LLC	3080-71-00000-530000-BUDGET01-	0182510002	POP 4/1/25-5/1/25 ON CALL GEC SUNSET ON GREEN	90007131	5/20/2025	2,860.00
		Total Paid by Vendor					2,860.00
	VULCAN MATERIALS CO	3080-71-00000-530000-BUDGET01-	3393731	ROCK FOR 222 WASHINGTON STREET BLANKET	90007136	5/20/2025	2,180.11
		3080-71-00000-530000-BUDGET01-	3393528	ROCK FOR 222 WASHINGTON STREET BLANKET	90007136	5/20/2025	1,456.34
		3080-71-00000-530000-BUDGET01-	3392889	ROCK FOR 222 WASHINGTON STREET BLANKET	90007136	5/20/2025	2,205.34
		3080-71-00000-530000-BUDGET01-	3392689	ROCK FOR 222 WASHINGTON STREET BLANKET	90007136	5/20/2025	766.02
		3080-71-00000-530000-BUDGET01-	3449424	ROCK FOR 222 WASHINGTON STREET BLANKET	90007268	6/3/2025	1,543.94
		3080-71-00000-530000-BUDGET01-	3449667	ROCK FOR 222 WASHINGTON STREET BLANKET	90007268	6/3/2025	1,448.40
		3080-71-00000-530000-BUDGET01-	3450011	ROCK FOR 222 WASHINGTON STREET BLANKET	90007268	6/3/2025	1,498.30
		3080-71-00000-530000-BUDGET01-	3450418	ROCK FOR 222 WASHINGTON STREET BLANKET	90007268	6/3/2025	2,212.15
		3080-71-00000-530000-BUDGET01-	3392450	ROCK FOR 222 WASHINGTON STREET BLANKET	90007268	6/3/2025	712.47
		3080-71-00000-530000-BUDGET01-	3491001	ROCK FOR 222 WASHINGTON STREET BLANKET	90007268	6/3/2025	2,223.21
		3080-71-00000-530000-BUDGET01-	3492172	ROCK FOR 222 WASHINGTON STREET BLANKET	90007268	6/3/2025	752.13
		Total Paid by Vendor					16,998.41
	Total by Fund 3080						1,560,543.34
3310	ATHENS UTILITIES	3310-71-00000-515550-00000000-	106-35050-00-0525	POP:04/22/25 -05/21/25 -ELECTRIC SVC UTILITIES	90007199	6/3/2025	39.89
		Total Paid by Vendor					39.89
	Total by Fund 3310						39.89
3400	MOBILE COMMUNICATIONS AMERICA INC	3400-41-00000-515520-00000000-	INV307070068478	POP 5/1/25-4/30/26 ACT TEAM RADIOS	90007246	6/3/2025	3,360.00

		Total Paid by Vendor					3,360.00
	Total by Fund 3400						3,360.00
3420	WOODY ANDERSON FORD INC	3420-41-00000-515520-00000000-	A02264	CHIEF GILES EXPEDITION	105243	6/3/2025	65,019.00
	Total Paid by Vendor						65,019.00
	Total by Fund 3420						65,019.00
3430	BRIDGESTONE AMERICA'S INC.	3430-41-00000-515520-00000000-	256917	POP: 05/06/25-05/14/25 STAC VEHICLE REPAIR	90007065	5/20/2025	202.94
	Total Paid by Vendor						202.94
	EXPRESS OIL CHANGE	3430-41-00000-515520-00000000-	00019-419787	POP: 05/12/25 -STAC VEHICLE REPAIR/MTNC	90007077	5/20/2025	103.97
		3430-41-00000-515520-00000000-	00019-420021	POP: 05/15/25 STAC VEHICLE REPAIR/MTNC	90007077	5/20/2025	97.97
		3430-41-00000-515520-00000000-	00019-419902	POP: 05/13/25 STAC VEHICLE REPAIR/MTNC	90007077	5/20/2025	57.98
		3430-41-00000-515520-00000000-	00019-420523	POP: 05/23/25-STAC VEHICLE REPAIR/MTNC	90007224	6/3/2025	108.98
		3430-41-00000-515520-00000000-	00019-420901	POP: 05/30/25 -STAC VEHICLE REPAIR/MTNC	90007224	6/3/2025	70.98
	Total Paid by Vendor						439.88
	JAMES R HALL	3430-41-00000-515520-00000000-	76182	POP 5/1/25 STAC TOWING FEE	90007115	5/20/2025	65.00
	Total Paid by Vendor						65.00
	MADISON COUNTY LICENSE DEPT	3430-41-00000-515520-00000000-	CV2021901517.00	STAC SEIZED VEHS TITLE APPS-BLANKET PO	105173	6/3/2025	18.75
	Total Paid by Vendor						18.75
	PRESTIGE SERVICE CENTER	3430-41-00000-515520-00000000-	7698	POP 5/16/25 STAC VEHICLE REPAIR	90007111	5/20/2025	540.75
	Total Paid by Vendor						540.75
	STAPLES INC	3430-41-00000-515520-00000000-	6033656200	S. DUNCAN/807-B SHONEY DR/256-427-5456	90007260	6/3/2025	221.58
	Total Paid by Vendor						221.58
	T-MOBILE	3430-41-00000-515520-00000000-	9605269896	POP 3/10/25-4/9/25 STAC CELL PHONE SUBPOENA	105222	6/3/2025	50.00
	Total Paid by Vendor						50.00
	Total by Fund 3430						1,538.90
3560	SCHOEL ENGINEERING COMPANY INC	3560-51-00000-521039-00000000-	534656	POP 3/1/25-3/31/25 DESIGN FOR SCATTERING GARDEN	104960	5/20/2025	7,136.00
		3560-51-00000-521039-00000000-	534966	POP 4/1/25-4/30/25 DESIGN FOR SCATTERING GARDEN	105208	6/3/2025	9,059.00
	Total Paid by Vendor						16,195.00
	Total by Fund 3560						16,195.00
3700	ALABAMA LAWN MASTERS INC	3700-71-00000-515370-00000000-	32466	POP: 05/17/25-CUMMINGS RESEARCH PARK ANNUALS	105093	6/3/2025	21,000.00
		3700-71-00000-515370-00000000-	32896	POP:06/01/25-06/30/25-CUMMINGS RESEARCH PK ANNUALS	105093	6/3/2025	462.00
	Total Paid by Vendor						21,462.00
	Total by Fund 3700						21,462.00
3900	AMAZON CAPITAL SERVICES INC	3900-44-00000-515340-00000000-	1WYT-QHVJ-VKRM	305 FOUNTAIN CIR HSV, AL AMY PAINE 256-427-5130	90007195	6/3/2025	26.24
	Total Paid by Vendor						26.24
	BARON SERVICES INC	3900-44-00000-515250-00000000-	INV 078782	BARON THREAT NET	105106	6/3/2025	2,040.00
	Total Paid by Vendor						2,040.00
	BELLSOUTH TELECOMMUNICATIONS LLC	3900-44-00000-515070-00000000-	28727454831106012025	POP:04/24/25-05/23/25 MOBILITY CRADLEPOINT FOR EMA	105102	6/3/2025	39.99
	Total Paid by Vendor						39.99
	DUTCH OIL COMPANY	3900-44-00000-514010-00000000-	CFN-41635	FUELING TRANS DATED 050925	90007074	5/20/2025	24.56
		3900-44-00000-514010-00000000-	CFN-41688	FUELING TRANS DATED 051325	90007074	5/20/2025	55.16
		3900-44-00000-514010-00000000-	CFN-41865	FUELING TRANS DATED 051625	90007074	5/20/2025	23.21
		3900-44-00000-514010-00000000-	CFN-41916	FUELING TRANS DATED 052025	90007156	5/27/2025	28.41
		3900-44-00000-514010-00000000-	CFN-41957	FUELING TRANS DATED 052225	90007220	6/3/2025	82.57
		3900-44-00000-514010-00000000-	CFN-42053	FUELING TRANS DATED 052925	90007220	6/3/2025	27.11
		3900-44-00000-514010-00000000-	CFN-42262	FUELING TRANS DATED 060125	90007220	6/3/2025	22.36
	Total Paid by Vendor						263.38
	ICOR TECHNOLOGY, INC.	3900-44-00000-515520-00000000-00184	SO101904-2	24-EOD ROBOT UPGRADES	104909	5/20/2025	180.00
	Total Paid by Vendor						180.00
	MADISON COUNTY AUTO PARTS INC	3900-44-00000-513030-00000000-	270912	NAPA TRX DATE 052025	105026	5/27/2025	221.44
	Total Paid by Vendor						221.44
	SOUTHERN COMMUNICATIONS INC	3900-44-00000-515070-00000000-	REG20250000406280	POP 5/20/25-6/19/25 SOUTHERN LINC SERVICES	105212	6/3/2025	447.43
	Total Paid by Vendor						447.43
	Total by Fund 3900						3,218.48
3910	ALABAMA DEPARTMENT OF REVENUE	3910-93-00000-515700-00000000-	UT TAX DUE 5/20/2025	UTILITY TAX DUE 5/20/2025	104846	5/19/2025	288.70
	Total Paid by Vendor						288.70
	Total by Fund 3910						288.70
3930	ALABAMA DEPARTMENT OF REVENUE	3930-91-00000-515700-00000000-	UT TAX DUE 5/20/2025	UTILITY TAX DUE 5/20/2025	104846	5/19/2025	209.80
	Total Paid by Vendor						209.80
	HUNTSVILLE UTILITIES	3930-91-00000-515700-00000000-	2110100219240525	POP: 04/04/25-05/06/25-UTILITY BILL	104907	5/20/2025	14.56
		3930-91-00000-515700-00000000-	2110100219670525		104907	5/20/2025	21.99
		3930-91-00000-515700-00000000-	2210100580960525	POP: 04/04/25-05/06/25-UTILITY BILL	104907	5/20/2025	83.52

		3930-91-00000-515700-00000000-	2110101351300425	POP: 04/01/25-04/30/25-UTILITY BILL	104907	5/20/2025	2,748.58
		3930-91-00000-515700-00000000-	2210102462020525	POP: 04/05/25-05/06/25-UTILITY BILL	104907	5/20/2025	168.79
		3930-91-00000-515700-00000000-	2210100672910525	POP: 04/05/25-05/06/25-UTILITY BILL	104907	5/20/2025	2,979.05
		3930-91-00000-515700-00000000-	2210104702990525	POP: 04/05/25-05/06/25-UTILITY BILL	104907	5/20/2025	2,946.67
		3930-91-00000-515700-00000000-	2210104700070525	POP: 04/05/25-05/06/25-UTILITY BILL	104907	5/20/2025	312.04
		Total Paid by Vendor					9,275.20
	Total by Fund 3930						9,485.00
4013	FITE CONSTRUCTION COMPANY LLC	4013-14-00000-522017-PHASE002-	220255000022	#22 POP:11/01/24-05/19/25 CONSTRUCT - PUBLIC SAFE	90007158	5/27/2025	398,610.13
		4013-00-00000-220400-00000000-	220255000023	22911 - PUBLIC SAFETY TRAINING PH 2 FINAL RETAIN	90007158	5/27/2025	2,431.65
		4013-00-00000-220400-00000000-	220255000023	22911 - PUBLIC SAFETY TRAINING PH 2 FINAL RETAIN	90007158	5/27/2025	7,964.74
		4013-00-00000-220400-00000000-	220255000023	22911 - PUBLIC SAFETY TRAINING PH 2 FINAL RETAIN	90007158	5/27/2025	28,675.08
		Total Paid by Vendor					437,681.60
	GARBER CONSTRUCTION CO INC	4013-14-00000-523040-00000000-	APPL #14 AQUAT PH4	#14, POP:11/13/24-05/09/25-CONSTRUCT SVCS- HSV AQU	90007226	6/3/2025	75,625.17
		Total Paid by Vendor					75,625.17
	JAMES MONAGHAN	4013-14-00000-521033-00000000-	5751	POP 2/28/25-5/22/25 REFURBISH BELL TOWER	90007169	5/27/2025	39,980.00
		Total Paid by Vendor					39,980.00
	MIMS ENGINEERING INC	4013-14-00000-523020-00000000-	APPL #5 ART MUS HVAC	POP: 02/01/25-05/22/25-ENGINEERING SVCS- ART MUSE	105178	6/3/2025	39,150.00
		Total Paid by Vendor					39,150.00
	SHATTUCK PAINTING	4013-14-00000-521033-00000000-	7398	POP 5/23/25-5/24/25 PAINTING LIGHTHOUSE	105209	6/3/2025	994.23
		Total Paid by Vendor					994.23
	SITEONE LANDSCAPE SUPPLY HOLDING LLC	4013-14-00000-521033-00000000-	154347886-001	MAYOR TREE PLANTING-BRAHAN SPRING PARK	105211	6/3/2025	25,039.00
		Total Paid by Vendor					25,039.00
	Total by Fund 4013						618,470.00
4015	ALLSTEEL LLC	4015-14-00000-522010-00000000-	2508484	NEW CITY HALL-ADDL CHAIRS-DIRECTOR OFFICE	105097	6/3/2025	3,163.56
		Total Paid by Vendor					3,163.56
	Total by Fund 4015						3,163.56
4017	BAILEY HARRIS CONSTRUCTION COMPANY INC	4017-14-00000-521028-00000000-	APPL #10R-HAYS LAND PK	#10R, POP:04/01/25-04/30/25 CONSTRUCTION-HAYS FARM	90007060	5/20/2025	821,146.65
		Total Paid by Vendor					821,146.65
	FITE CONSTRUCTION COMPANY LLC	4017-14-00000-522020-00000000-	APPL #7 - JHP REC CTR	#7 POP:04/01/25-04/30/25 CONSTRUCTION -JHP REC	90007078	5/20/2025	2,087,025.79
		4017-14-00000-523023-PHASE004-	297705	POP:03/01/25-03/31/25 CONSTRUCT-SANDRA M	90007078	5/20/2025	1,107,976.15
		4017-14-00000-523023-PHASE004-	297706	POP:04/01/25-04/30/25 CONSTRUCT-SANDRA M	90007078	5/20/2025	1,977,806.91
		Total Paid by Vendor					5,172,808.85
	KPS GROUP INC	4017-14-00000-523023-PHASE004-	225031-00-29	POP:03/29/25-04/25/25 ARCHITECT SVCS- SANDRA MOON	104919	5/20/2025	43,005.25
		Total Paid by Vendor					43,005.25
	MULTIVISTA	4017-14-00000-522020-00000000-	5421	POP 5/1/25-5/31/25 PHOTOGRAPHIC DOCUMENTATION	105182	6/3/2025	2,089.00
		Total Paid by Vendor					2,089.00
	PEARCE CONSTRUCTION CO INC	4017-14-00000-522019-00000000-	APPL #11 CSI BLDG	#11, POP:04/01/25-04/30/25-CONSTRUCTION SVCS-HPD	90007107	5/20/2025	588,761.02
		Total Paid by Vendor					588,761.02
	TTL INC	4017-14-00000-522021-00000000-	2150661	POP 4/1/25-4/30/25 ENGINEERING SERVICES	90007129	5/20/2025	217.00
		Total Paid by Vendor					217.00
	US BANCORP ASSET MANAGEMENT INC	4017-00-00000-515370-00000000-	14752717	POP 4/1/25-4/30/25 INVESTMENT OF DEBT PROCEEDS	90007132	5/20/2025	4,648.11
		Total Paid by Vendor					4,648.11
	Total by Fund 4017						6,632,675.88
4021	GTEC LLC	4021-14-00000-522023-00000000-	3735	POP:03/26/25-04/27/25 ADD'L BORING-JHP VETS MUSEUM	90007229	6/3/2025	6,750.00
		Total Paid by Vendor					6,750.00
	Total by Fund 4021						6,750.00
6000	AIR HYDRO POWER INC	6000-76-76110-513030-00000000-	11322395	HOSE REPAIRS (BLANKET)	104849	5/20/2025	685.44
		6000-76-76200-513040-00000000-	11325707	HOSE REPAIRS (BLANKET) - MATERIALS	104849	5/20/2025	15.79
		6000-76-76200-513040-00000000-	11330457	HOSE REPAIRS (BLANKET)	105091	6/3/2025	85.33
		Total Paid by Vendor					786.56
	ALABAMA CONCRETE INC	6000-76-76300-516030-00000000-	159669	POINT REPAIR (BLANKET)	90007057	5/20/2025	731.50
		6000-76-76250-513040-00000000-	163075	PL 1 REPAIRS (BLANKET)	90007057	5/20/2025	638.50
		6000-76-76250-513040-00000000-	163117	PL 1 REPAIRS (BLANKET)	90007057	5/20/2025	1,368.50
		6000-76-76250-513040-00000000-	163451	PL 1 REPAIRS (BLANKET)	90007193	6/3/2025	638.50
		Total Paid by Vendor					3,377.00
	ALABAMA DEPARTMENT OF REVENUE	6000-76-76210-515700-00000000-	UT TAX DUE 5/20/2025	UTILITY TAX DUE 5/20/2025	104846	5/19/2025	658.30
		6000-76-76220-515700-00000000-	UT TAX DUE 5/20/2025	UTILITY TAX DUE 5/20/2025	104846	5/19/2025	560.49
		6000-76-76230-515700-00000000-	UT TAX DUE 5/20/2025	UTILITY TAX DUE 5/20/2025	104846	5/19/2025	374.32
		6000-76-76250-515700-00000000-	UT TAX DUE 5/20/2025	UTILITY TAX DUE 5/20/2025	104846	5/19/2025	1,901.31
		6000-76-76260-515700-00000000-	UT TAX DUE 5/20/2025	UTILITY TAX DUE 5/20/2025	104846	5/19/2025	1,623.52
		6000-76-76370-515700-00000000-	UT TAX DUE 5/20/2025	UTILITY TAX DUE 5/20/2025	104846	5/19/2025	1,538.08

	6000-76-76380-515700-00000000-	UT TAX DUE 5/20/2025	UTILITY TAX DUE 5/20/2025	104846	5/19/2025	16.64
	Total Paid by Vendor					6,672.66
ALL SHARPE INC	6000-76-76110-513030-00000000-	51272	COM TX 053025/51272	105094	6/3/2025	120.00
	6000-76-76110-513030-00000000-	51273	COM TX 053025/51273	105094	6/3/2025	120.00
	6000-76-76110-513030-00000000-	51274	COM TX 053025/51274	105094	6/3/2025	120.00
	6000-76-76110-513030-00000000-	51275	COM TX 053025/51275	105094	6/3/2025	120.00
	Total Paid by Vendor					480.00
AMAZON CAPITAL SERVICES INC	6000-76-76200-515340-00000000-	1GCV-9TQF-3DYX	KERRI BEVLACQUA/1800 VERMONT RD/2568833722	90007058	5/20/2025	251.55
	Total Paid by Vendor					251.55
AMERICAN WELDING & GAS INC	6000-76-76200-515340-00000000-	0010815381	WELDING SUPPLIES (BLANKET)	104856	5/20/2025	40.00
	6000-76-76200-515340-00000000-	0010832531	POP: 04/03/25 -MTN SHOP CYLINDER RENTAL (BLANKET)	104856	5/20/2025	442.00
	6000-76-76200-515340-00000000-	0010853772	WELDING SUPPLIES (BLANKET)	104997	5/27/2025	63.34
	6000-76-76200-515340-00000000-	0010853769	WELDING SUPPLIES (BLANKET)	104997	5/27/2025	241.95
	Total Paid by Vendor					787.29
AQUATIC INFORMATICS INC	6000-76-76100-515250-00000000-	113346	POP:04/02/25-04/01/26 ANNUAL SUPPORT RENEWAL	104859	5/20/2025	5,921.30
	Total Paid by Vendor					5,921.30
ATHENS UTILITIES	6000-76-76370-515700-00000000-	118-34918-00-0525	POP: 04/23/25-05/22/25 -LIFT STATION UTILITIES	90007199	6/3/2025	89.69
	6000-76-76370-515700-00000000-	108-26005-01-0525	POP: 04/22/25-05/21/25 -LIFT STATION UTILITIES	90007199	6/3/2025	49.63
	6000-76-76370-515700-00000000-	116-32200-01-0525	POP: 04/23/25-05/22/65-LIFT STATION UTILITIES	90007199	6/3/2025	261.26
	Total Paid by Vendor					400.58
BELLSOUTH TELECOMMUNICATIONS LLC	6000-76-76100-515070-00000000-	256 535-6412-0525	POP: 05/19/25-06/18/25-ATT MAIN CENTREX FOR COH	105103	6/3/2025	61.65
	6000-76-76100-515070-00000000-	256 534-5657-0525	POP: 05/20/25-06/19/25-CMOM DATA FLOW LINES FY25	105103	6/3/2025	253.20
	Total Paid by Vendor					314.85
BRENTTAG MID-SOUTH INC	6000-76-76110-515060-00000000-	BMS923199	PL5 & PL6 SPLIT LOAD	90007064	5/20/2025	3,163.50
	6000-76-76110-515060-00000000-	BMS923200	PL5 & PL6 SPLIT LOAD	90007064	5/20/2025	3,163.50
	Total Paid by Vendor					6,327.00
CC LYNCH AND ASSOCIATES INC	6000-76-76100-515370-00000000-	251168	POP: 05/21/25 -FIELD SERVICE (EXEMPT)(BLANKET)	90007206	6/3/2025	950.00
	Total Paid by Vendor					950.00
CELLCO PARTNERSHIP	6000-76-76100-515070-00000000-	6113231801	POP 04/11/25-05/10/25 VERIZON SERVICES	104983	5/20/2025	2,580.63
	Total Paid by Vendor					2,580.63
CINTAS	6000-76-76100-515670-00000000-	4230209660	WPC UNIFORMS APRIL-JUNE 2025 (BLANKET)	104872	5/20/2025	105.49
	6000-76-76100-515670-00000000-	4230223846	WPC UNIFORMS APRIL-JUNE 2025 (BLANKET)	104872	5/20/2025	52.93
	6000-76-76100-515670-00000000-	4230342921	WPC UNIFORMS APRIL-JUNE 2025 (BLANKET)	104872	5/20/2025	72.84
	6000-76-76100-515670-00000000-	4230343085	WPC UNIFORMS APRIL-JUNE 2025 (BLANKET)	104872	5/20/2025	114.38
	6000-76-76100-515670-00000000-	4230528387	WPC UNIFORMS APRIL-JUNE 2025 (BLANKET)	104872	5/20/2025	1,270.81
	6000-76-76100-515670-00000000-	4230530559	WPC UNIFORMS APRIL-JUNE 2025 (BLANKET)	104872	5/20/2025	119.25
	6000-76-76100-515670-00000000-	4231260779	WPC UNIFORMS APRIL-JUNE 2025 (BLANKET)	105116	6/3/2025	1,267.76
	6000-76-76100-515670-00000000-	4231386008	WPC UNIFORMS APRIL-JUNE 2025 (BLANKET)	105116	6/3/2025	38.87
	6000-76-76100-515670-00000000-	4231113712	WPC UNIFORMS APRIL-JUNE 2025 (BLANKET)	105116	6/3/2025	72.84
	6000-76-76100-515670-00000000-	4230960727	WPC UNIFORMS APRIL-JUNE 2025 (BLANKET)	105116	6/3/2025	52.93
	6000-76-76100-515670-00000000-	4230942235	WPC UNIFORMS APRIL-JUNE 2025 (BLANKET)	105116	6/3/2025	105.49
	6000-76-76100-515670-00000000-	4231263055	WPC UNIFORMS APRIL-JUNE 2025 (BLANKET)	105116	6/3/2025	119.25
	6000-76-76100-515670-00000000-	4231113786	WPC UNIFORMS APRIL-JUNE 2025 (BLANKET)	105116	6/3/2025	114.38
	6000-76-76100-515670-00000000-	4231916556	WPC UNIFORMS APRIL-JUNE 2025 (BLANKET)	105116	6/3/2025	72.84
	6000-76-76100-515670-00000000-	4231717575	WPC UNIFORMS APRIL-JUNE 2025 (BLANKET)	105116	6/3/2025	105.49
	6000-76-76100-515670-00000000-	4231733786	WPC UNIFORMS APRIL-JUNE 2025 (BLANKET)	105116	6/3/2025	52.93
	6000-76-76100-515670-00000000-	4231916653	WPC UNIFORMS APRIL-JUNE 2025 (BLANKET)	105116	6/3/2025	114.38
	6000-76-76100-515670-00000000-	4231922933	WPC UNIFORMS APRIL-JUNE 2025 (BLANKET)	105116	6/3/2025	1,267.76
	6000-76-76100-515670-00000000-	4231923734	WPC UNIFORMS APRIL-JUNE 2025 (BLANKET)	105116	6/3/2025	119.25
	6000-76-76100-515670-00000000-	4230639628	WPC UNIFORMS APRIL-JUNE 2025 (BLANKET)	105116	6/3/2025	38.87
	6000-76-76100-515670-00000000-	4228444339	WPC UNIFORMS APRIL-JUNE 2025 (BLANKET)	105116	6/3/2025	29.24
	Total Paid by Vendor					5,307.98
CORA INC	6000-76-76300-516030-00000000-	459734	POP 5/7/25 PUMPING-MONTE SANO/VAR PROJ	90007106	5/20/2025	4,375.00
	6000-76-76300-516030-00000000-	459926	POP 5/1/25 PUMPING-MONTE SANO/VAR PROJ	90007106	5/20/2025	175.00
	6000-76-76300-516030-00000000-	459937	POP 5/5/25 PUMPING-MONTE SANO/VAR PROJ	90007106	5/20/2025	175.00
	6000-76-76300-516030-00000000-	460000	POP 5/11/25 PUMPING-MONTE SANO/VAR PROJ	90007106	5/20/2025	350.00
	6000-76-76300-516030-00000000-	460021	POP 5/21/25 PUMPING-MONTE SANO/VAR	90007248	6/3/2025	175.00
	6000-76-76300-516030-00000000-	460057	POP 5/14/25 PUMPING-MONTE SANO/VAR	90007248	6/3/2025	175.00
	6000-76-76300-516030-00000000-	460060	POP 5/22/25 PUMPING-MONTE SANO/VAR	90007248	6/3/2025	175.00
	6000-76-76300-516030-00000000-	460063	POP 5/22/25 PUMPING-MONTE SANO/VAR	90007248	6/3/2025	175.00
	6000-76-76300-516030-00000000-	460136	POP 4/21/25 PUMPING-MONTE SANO/VAR	90007248	6/3/2025	175.00

	6000-76-76300-516030-00000000-	460143	POP 5/23/25 PUMPING-MONTE SANO/VAR	90007248	6/3/2025	175.00
	6000-76-76300-516030-00000000-	460160	POP 5/26/25 PUMPING-MONTE SANO/VAR	90007248	6/3/2025	175.00
	6000-76-76300-516030-00000000-	460164	POP 5/27/25 PUMPING-MONTE SANO/VAR	90007248	6/3/2025	175.00
	6000-76-76300-516030-00000000-	460166	POP 5/24/25 PUMPING-MONTE SANO/VAR	90007248	6/3/2025	175.00
	6000-76-76300-516030-00000000-	460169	POP 5/24/25 PUMPING-MONTE SANO/VAR	90007248	6/3/2025	175.00
	6000-76-76300-516030-00000000-	460170	POP 5/24/25 PUMPING-MONTE SANO/VAR	90007248	6/3/2025	175.00
	6000-76-76300-516030-00000000-	460171	POP 5/24/25 PUMPING-MONTE SANO/VAR	90007248	6/3/2025	175.00
	6000-76-76300-516030-00000000-	460172	POP 5/24/25 PUMPING-MONTE SANO/VAR	90007248	6/3/2025	175.00
	6000-76-76300-516030-00000000-	460175	POP 5/25/25 PUMPING-MONTE SANO/VAR	90007248	6/3/2025	175.00
	Total Paid by Vendor					7,525.00
CORE & MAIN LP	6000-00-00000-140100-00000000-	W830131	INVENTORY-SANITARY SEWER MATERIALS & SUPPLIES	104882	5/20/2025	2,561.28
	6000-00-00000-140100-00000000-	W871346	INVENTORY	104882	5/20/2025	683.56
	6000-76-76300-515340-00000000-	W907803	INVENTORY	104882	5/20/2025	1,111.50
	Total Paid by Vendor					4,356.34
CRAWFORD ELECTRIC SUPPLY COMPANY LLC	6000-76-76370-513040-00000000-	S013946658.003	VALLEYBROOK LS (EXEMPT)	90007149	5/27/2025	956.30
	Total Paid by Vendor					956.30
DEFENSE PEST SOLUTIONS	6000-76-76100-515370-00000000-	55232	POP: 06/01/25-WPC PEST CONTROL FY25	90007215	6/3/2025	170.00
	Total Paid by Vendor					170.00
DUTCH OIL COMPANY	6000-76-76110-514010-00000000-	CFN-41635	FUELING TRANS DATED 050925	90007074	5/20/2025	105.27
	6000-76-76110-514010-00000000-	CFN-41671	FUELING TRANS DATED 051225	90007074	5/20/2025	62.87
	6000-76-76110-514010-00000000-	CFN-41688	FUELING TRANS DATED 051325	90007074	5/20/2025	44.47
	6000-76-76110-514010-00000000-	CFN-41705	FUELING TRANS DATED 051425	90007074	5/20/2025	79.57
	6000-00-00000-140100-00000000-	INV-220859	WPC FUELING FACILITY FY25 (BLANKET)	90007074	5/20/2025	4,181.71
	6000-00-00000-140100-00000000-	INV-220891	WPC FUELING FACILITY FY25 (BLANKET)	90007074	5/20/2025	5,458.00
	6000-76-76110-514010-00000000-	CFN-41865	FUELING TRANS DATED 051625	90007074	5/20/2025	42.08
	6000-76-76110-514010-00000000-	CFN-41916	FUELING TRANS DATED 052025	90007156	5/27/2025	116.46
	6000-76-76110-514010-00000000-	CFN-41916	FUELING TRANS DATED 052025	90007156	5/27/2025	113.89
	6000-76-76110-514010-00000000-	CFN-41957	FUELING TRANS DATED 052225	90007220	6/3/2025	105.66
	6000-76-76110-514010-00000000-	CFN-41987	FUELING TRANS DATED 052325	90007220	6/3/2025	31.46
	6000-76-76110-514010-00000000-	CFN-42018	FUELING TRANS DATED 052725	90007220	6/3/2025	60.96
	6000-76-76110-514010-00000000-	CFN-42035	FUELING TRANS DATED 052825	90007220	6/3/2025	124.06
	6000-00-00000-140100-00000000-	INV-221390	POP: 05/20/25-WPC FUELING FACILITY FY25	90007220	6/3/2025	4,429.85
	6000-00-00000-140100-00000000-	INV-221426	POP: 05/27/25 -WPC FUELING FACILITY FY25	90007220	6/3/2025	4,375.13
	6000-76-76110-514010-00000000-	CFN-42262	FUELING TRANS DATED 060125	90007220	6/3/2025	30.08
	Total Paid by Vendor					19,361.52
ENERSOLV CORPORATION	6000-76-76100-515370-00000000-	L2501652	POP: 04/21/25 - LAB SAMPLES TESTING	104887	5/20/2025	1,560.00
	6000-76-76100-515370-00000000-	L2501583	POP: 04/09/24-04/24/25 -LAB SAMPLES TESTING	104887	5/20/2025	2,566.00
	Total Paid by Vendor					4,126.00
ESTES EQUIPMENT CO INC	6000-76-76250-513040-00000000-	202207850	POP: 05/19/25 -EMERGENCY FUEL SYSTEM REPAIRS	105135	6/3/2025	340.50
	Total Paid by Vendor					340.50
GARNEY COMPANIES INC	6000-76-00000-526000-00000000-	APPL# 1 - IS65 MAIN	#1, POP:05/01/25-05/31/25 - IS65 FORCE MAIN RELOC	105140	6/3/2025	106,954.89
	Total Paid by Vendor					106,954.89
GRAYBAR ELECTRIC COMPANY	6000-76-76370-513040-00000000-	9342015712	VALLEYBROOK LS	104893	5/20/2025	153.93
	6000-76-76370-513040-00000000-	9342071621	PL6 MIXER REPAIR	104893	5/20/2025	130.18
	6000-76-76200-515340-00000000-	9342195475	PARTS FOR FLUKE METER	105145	6/3/2025	79.62
	6000-76-76200-515340-00000000-	9342178411	PARTS FOR FLUKE METER	105145	6/3/2025	338.70
	6000-76-76380-513040-00000000-	9342215208	MONTE SANO STORM REPAIRS	105145	6/3/2025	444.04
	Total Paid by Vendor					1,146.47
HACH COMPANY	6000-76-76200-515340-00000000-	14489058	LAB SUPPLIES (EXEMPT)	104895	5/20/2025	1,526.22
	6000-76-76200-515340-00000000-	14490620	LAB SUPPLIES (EXEMPT)	104895	5/20/2025	169.58
	6000-76-76200-515340-00000000-	14476694	LAB SUPPLIES (EXEMPT)	104895	5/20/2025	11,925.59
	6000-76-76200-515340-00000000-	14509683	LAB SUPPLIES (EXEMPT)	105146	6/3/2025	702.96
	6000-76-76200-515340-00000000-	14510330	LAB SUPPLIES (EXEMPT)	105146	6/3/2025	175.74
	Total Paid by Vendor					14,500.09
HARCROS CHEMICALS INC	6000-76-76110-515060-00000000-	871011836	PL1 TREATMENT CHEMICALS	105148	6/3/2025	11,932.31
	6000-76-76110-515060-00000000-	871011837	PL1 TREATMENT CHEMICALS	105148	6/3/2025	11,858.67
	Total Paid by Vendor					23,790.98
HAWKINS INC	6000-76-76110-515060-00000000-	7071664	PL5 TREATMENT CHEMICALS	105150	6/3/2025	2,019.78
	Total Paid by Vendor					2,019.78
HAYES INSTRUMENT CO INC	6000-76-76300-515340-00000000-	INV20931	CONSTRUCTION	104898	5/20/2025	1,245.00
	6000-76-76300-515340-00000000-	INV21143	CONSTRUCTION	105151	6/3/2025	415.00

	Total Paid by Vendor					1,660.00
HUNTSVILLE FASTENER & SUPPLY INC	6000-76-76200-513040-00000000-	6422185	MAINTENANCE REPAIRS (BLANKET)	90007088	5/20/2025	78.00
	6000-76-76200-515340-00000000-	6425649	TRUCK STOCK/MAINTENANCE	90007088	5/20/2025	1,035.00
	6000-76-76200-513040-00000000-	6427219	MAINTENANCE REPAIRS (BLANKET)	90007163	5/27/2025	55.00
	6000-76-76200-513040-00000000-	6427629	MAINTENANCE REPAIRS (BLANKET)	90007233	6/3/2025	40.00
	Total Paid by Vendor					1,208.00
HUNTSVILLE FENCE COMPANY	6000-76-76230-513010-00000000-	PL552125	POP: 05/21/25 - PL5	105158	6/3/2025	1,695.00
	6000-76-76370-513010-00000000-	MCP552125	POP: 05/21/25 - MT CHARRON PS	105158	6/3/2025	2,507.00
	Total Paid by Vendor					4,202.00
HUNTSVILLE TRACTOR & EQUIPMENT INC	6000-76-76110-513030-00000000-	PT44148	MISC HEAVY EQUIP PARTS (EXEMPT)(BLANKET)	90007089	5/20/2025	35.10
	6000-76-76110-513030-00000000-	PT44321	MISC HEAVY EQUIP PARTS (EXEMPT)(BLANKET)	90007089	5/20/2025	673.00
	6000-76-76110-513030-00000000-	RO13240	R&M EQ#050657	90007089	5/20/2025	7,521.65
	6000-76-76110-513030-00000000-	RO13274	POP:05/07/25 R&M EQ#050556	90007089	5/20/2025	6,338.04
	Total Paid by Vendor					14,567.79
HUNTSVILLE UTILITIES	6000-76-76210-515700-00000000-	3110100100060525	POP: 03/06/25-04/30/25 - UTILITIES FY25(BLANKET)	104907	5/20/2025	24,834.48
	6000-76-76220-515700-00000000-	3110100100060525	POP: 03/06/25-04/30/25 - UTILITIES FY25(BLANKET)	104907	5/20/2025	20,188.78
	6000-76-76230-515700-00000000-	3110100100060525	POP: 03/06/25-04/30/25 - UTILITIES FY25(BLANKET)	104907	5/20/2025	13,200.35
	6000-76-76250-515700-00000000-	3110100100060525	POP: 03/06/25-04/30/25 - UTILITIES FY25(BLANKET)	104907	5/20/2025	78,681.99
	6000-76-76260-515700-00000000-	3110100100060525	POP: 03/06/25-04/30/25 - UTILITIES FY25(BLANKET)	104907	5/20/2025	71,511.99
	6000-76-76370-515700-00000000-	3110100100060525	POP: 03/06/25-04/30/25 - UTILITIES FY25(BLANKET)	104907	5/20/2025	69,799.39
	6000-76-76380-515700-00000000-	3110100100060525	POP: 03/06/25-04/30/25 - UTILITIES FY25(BLANKET)	104907	5/20/2025	729.83
	Total Paid by Vendor					278,946.81
HYDRA SERVICE INC	6000-76-76250-513040-00000000-	188423	POP: 05/06/25 PL1 SHAFT REPAIR	90007090	5/20/2025	1,500.00
	Total Paid by Vendor					1,500.00
INDUSTRIAL CONTRACTOR SUPPLY LLC	6000-76-76200-515340-00000000-	74069	SAFETY ITEMS,POWER TOOLS/CONST (BLANKET)	104910	5/20/2025	1,105.36
	6000-76-76200-515340-00000000-	74177	SAFETY ITEMS,POWER TOOLS/CONST (BLANKET)	104910	5/20/2025	172.90
	6000-76-76200-515340-00000000-	74235	SAFETY ITEMS,POWER TOOLS/CONST (BLANKET)	104910	5/20/2025	2,724.80
	6000-76-76200-515340-00000000-	74313	SAFETY ITEMS,POWER TOOLS/CONST (BLANKET)	105162	6/3/2025	14.40
	6000-76-76200-515340-00000000-	74291	SAFETY ITEMS,POWER TOOLS/CONST (BLANKET)	105162	6/3/2025	2,816.00
	Total Paid by Vendor					6,833.46
JWC ENVIRONMENTAL INC	6000-76-00000-526000-00000000-	122419	PLIA GBT BASEMENT (EXEMPT)	105164	6/3/2025	18,000.83
	Total Paid by Vendor					18,000.83
LIMESTONE COUNTY WATER AND SEWER AUTHORITY	6000-76-76370-515700-00000000-	44769-0525	POP: 04/09/25-05/12/25-LIFT STATION UTILITIES	90007243	6/3/2025	26.00
	Total Paid by Vendor					26.00
MADISON COUNTY AUTO PARTS INC	6000-76-76110-513030-00000000-	270673	NAPA TRX DATE 051325	104922	5/20/2025	7.05
	6000-76-76110-513030-00000000-	270807	WPC AUTO PARTS FY 25 (BLANKET)	104922	5/20/2025	2,529.51
	6000-76-76110-513030-00000000-	270720	WPC AUTO PARTS FY 25 (BLANKET)	104922	5/20/2025	1,052.68
	6000-76-76110-513030-00000000-	270660	WPC AUTO PARTS FY 25 (BLANKET)	104922	5/20/2025	1,754.18
	6000-76-76110-513030-00000000-	271047	NAPA TRX DATE 052225	105026	5/27/2025	7.05
	6000-76-76110-513030-00000000-	271074	WPC AUTO PARTS FY 25 (BLANKET)	105175	6/3/2025	521.03
	6000-76-76110-513030-00000000-	271190	NAPA TRX DATE 052825	105175	6/3/2025	5.42
	6000-76-76110-513030-00000000-	271190	NAPA TRX DATE 052825	105175	6/3/2025	6.20
	6000-76-76110-513030-00000000-	271190	NAPA TRX DATE 052825	105175	6/3/2025	7.05
	6000-76-76110-513030-00000000-	271271	WPC AUTO PARTS FY 25 (BLANKET)	105175	6/3/2025	2,736.56
	6000-76-76110-513030-00000000-	271363	NAPA TRX DATE 060225	105175	6/3/2025	5.42
	Total Paid by Vendor					8,632.15
MADISON COUNTY WATER DEPT	6000-76-76370-515700-00000000-	01098317-000525	POP 4/7/25-5/7/25 UTILITIES	104924	5/20/2025	10.40
	6000-76-76230-515700-00000000-	01127311-000525	POP 4/21/25-5/21/25 UTILITIES	105176	6/3/2025	3,290.92
	6000-76-76370-515700-00000000-	01098590-000525	POP 4/22/25-5/21/25 UTILITIES	105176	6/3/2025	10.40
	6000-76-76370-515700-00000000-	01155616-000525	POP 4/22/25-5/21/25 UTILITIES	105176	6/3/2025	10.40
	Total Paid by Vendor					3,322.12
MARK JOHNSON CONSTRUCTION LLC	6000-76-00000-526000-00000000-	3025	POP:03/31/25-05/11/25 PL1A BLOWERS	90007100	5/20/2025	38,577.81
	6000-76-00000-526000-00000000-	3023	POP:04/14/25-04/20/25 PL2 HEADWORKS SCREEN RENO	90007100	5/20/2025	11,166.64
	6000-76-00000-526000-00000000-	3024	POP:04/07/25-05/04/25 BYERS CORNER PS	90007100	5/20/2025	47,471.38
	Total Paid by Vendor					97,215.83
MCGRIFF TIRE CO INC	6000-76-76110-513030-00000000-	4660082957	POP 5/6/25 EM R&M EQ#022208	90007101	5/20/2025	20.00
	6000-76-76110-513030-00000000-	4660083165	POP 5/9/25 EMERGENCY RPR - EQ#015477	90007101	5/20/2025	165.00
	Total Paid by Vendor					185.00
MORROW WATER TECHNOLOGIES INC	6000-00-00000-140100-00000000-	3041170	INVENTORY/STOCK (EXEMPT)	104928	5/20/2025	26,220.00
	6000-76-76200-515340-00000000-	3041170	INVENTORY/STOCK (EXEMPT)	104928	5/20/2025	533.53
	6000-76-76200-515340-00000000-	3041319	INVENTORY/STOCK (EXEMPT)	105180	6/3/2025	1,065.53

	Total Paid by Vendor					27,819.06
NCH CORPORATION	6000-76-76200-515340-00000000-	9151129	MAINTENANCE STOCK	90007170	5/27/2025	2,885.74
	Total Paid by Vendor					2,885.74
OCR WATER & FIRE PROTECTION AUTHORITY	6000-76-76370-515700-00000000-	010-03293-010525	POP 4/21/25-5/20/25 UTILITIES	105187	6/3/2025	19.12
	Total Paid by Vendor					19.12
P & H SUPPLY CO INC	6000-76-76200-515340-00000000-	4730	TVI STOCK	105031	5/27/2025	1,287.00
	6000-00-00000-140100-00000000-	4760	INVENTORY	105188	6/3/2025	1,300.00
	Total Paid by Vendor					2,587.00
PRO-AIR SERVICES INC	6000-76-76200-513010-00000000-	102613	POP 4/28/25 PLANT 4	90007113	5/20/2025	286.80
	6000-76-76380-513010-00000000-	102645	POP 5/21/25 1008 MONTE SANO SERVICE	90007250	6/3/2025	256.14
	6000-76-76250-513010-00000000-	102646	POP 5/21/25 VERMONT RD. REPAIR	90007250	6/3/2025	779.28
	Total Paid by Vendor					1,322.22
RELIABILITY POINT LLC	6000-76-76200-515340-00000000-	18402	TVI PARTS (EXEMPT)	105204	6/3/2025	3,213.21
	Total Paid by Vendor					3,213.21
RICHLAND INDUSTRIES LLC	6000-76-76370-513040-00000000-	68328	SCADA	105205	6/3/2025	1,380.00
	Total Paid by Vendor					1,380.00
SAFWARE INC	6000-76-76200-515340-00000000-	30289262	FOR WPC AED DEVICES	105042	5/27/2025	1,585.30
	Total Paid by Vendor					1,585.30
STAPLES INC	6000-76-76200-515340-00000000-	6032752997	KERRI BEVLACQUA/1800 VERMONT RD/2568833722	90007178	5/27/2025	375.55
	Total Paid by Vendor					375.55
STRICKLAND COMPANIES	6000-76-76200-515340-00000000-	HU039532-00	FOR WPC ADMIN	105049	5/27/2025	228.95
	Total Paid by Vendor					228.95
SUNBELT RENTALS INC	6000-76-76250-513040-00000000-	165482156-0004	POP 5/16/25-6/12/25 PL1 HEADWORKS	105221	6/3/2025	532.00
	Total Paid by Vendor					532.00
T & V CLEANING SERVICES, LLC	6000-76-76100-515370-00000000-	0270525	POP 5/1/25-5/31/25 WPC JANITORIAL SVCS	90007262	6/3/2025	2,059.33
	Total Paid by Vendor					2,059.33
TOWN OF TRIANA	6000-76-76260-515700-00000000-	355- 4/28/25	POP 4/28/25 UTILITIES	104979	5/20/2025	99.00
	6000-76-76260-515700-00000000-	105-4/28/25	POP 4/28/25 UTILITIES	104979	5/20/2025	65.00
	Total Paid by Vendor					164.00
TRI COUNTY SHOES INCORPORATED	6000-76-76100-515670-00000000-	758-1-138698	WPC FY2025 SAFETY TOE FOOTWEAR (BLANKET)	90007114	5/20/2025	151.99
	Total Paid by Vendor					151.99
TURF-TECHS LAWN SERVICE LLC	6000-76-76110-513010-00000000-	111988	POP 5/21/25 WPC ADMIN	105230	6/3/2025	167.00
	Total Paid by Vendor					167.00
USA BLUEBOOK	6000-76-76300-515340-00000000-	INV00711543	CONSTRUCTION NEW LINE TESTING	105059	5/27/2025	2,310.00
	6000-76-76200-515340-00000000-	INV00722298	LAB SUPPLIES	105233	6/3/2025	2,443.14
	Total Paid by Vendor					4,753.14
VULCAN MATERIALS CO	6000-76-76300-516030-00000000-	3393009	POINT REPAIR (BLANKET)	90007136	5/20/2025	2,076.27
	6000-76-76200-513040-00000000-	3392733	PLANTS (BLANKET)	90007136	5/20/2025	1,754.88
	6000-76-76200-513040-00000000-	3392870	PLANTS (BLANKET)	90007136	5/20/2025	842.00
	6000-76-76200-513040-00000000-	3392860	PLANTS (BLANKET)	90007136	5/20/2025	400.79
	6000-76-76200-513040-00000000-	3392727	PLANTS (BLANKET)	90007188	5/27/2025	1,743.36
	6000-76-76300-516030-00000000-	3449119	POINT REPAIR (BLANKET)	90007188	5/27/2025	1,579.20
	6000-76-76300-516030-00000000-	3449687	POINT REPAIR (BLANKET)	90007188	5/27/2025	1,304.93
	6000-76-76300-516030-00000000-	3449723	POINT REPAIR (BLANKET)	90007188	5/27/2025	997.79
	6000-76-76300-516030-00000000-	3491103	POINT REPAIR (BLANKET)	90007268	6/3/2025	537.36
	6000-76-76300-516030-00000000-	3491783	POINT REPAIR (BLANKET)	90007268	6/3/2025	569.76
	6000-76-76300-516030-00000000-	3491688	POINT REPAIR (BLANKET)	90007268	6/3/2025	212.19
	6000-76-76300-516030-00000000-	3492041	POINT REPAIR (BLANKET)	90007268	6/3/2025	257.07
	6000-76-76300-516030-00000000-	3492066	POINT REPAIR (BLANKET)	90007268	6/3/2025	292.03
	6000-76-76200-513040-00000000-	3492075	PLANTS (BLANKET)	90007268	6/3/2025	354.48
	6000-76-76200-513040-00000000-	3492082	PLANTS (BLANKET)	90007268	6/3/2025	383.99
	6000-76-76300-516030-00000000-	3527480	POINT REPAIR (BLANKET)	90007268	6/3/2025	580.56
	6000-76-76300-516030-00000000-	3527897	POINT REPAIR (BLANKET)	90007268	6/3/2025	600.48
	Total Paid by Vendor					14,487.14
WAR PARTS AND EQUIPMENT	6000-76-76110-513030-00000000-	14854	KUBOTA EXCAVATOR PARTS	105237	6/3/2025	219.05
	6000-76-76110-513030-00000000-	14870	R&M EQ#050404	105237	6/3/2025	94.14
	Total Paid by Vendor					313.19
WOODY ANDERSON FORD INC	6000-76-76110-513030-00000000-	16530427/1	R&M TRANSMISSION-EQ#022216	104989	5/20/2025	257.72
	Total Paid by Vendor					257.72
Total by Fund 6000						720,006.92
6010 CORA INC	6010-76-00000-526000-00000000-	459894	POP 5/13/25 EMERGENCY PLUMBING REPAIR	90007106	5/20/2025	1,320.00

		6010-76-00000-526000-00000000-	458197	POP 5/9/25 EMERGENCY PLUMBING REPAIR	90007106	5/20/2025	440.00
		6010-76-00000-526000-00000000-	459807	POP 5/7/25 EMERGENCY PLUMBING REPAIR	90007106	5/20/2025	135.00
		6010-76-00000-526000-00000000-	458234	POP 4/30/25 EMERGENCY PLUMBING REPAIR	90007106	5/20/2025	195.00
		6010-76-00000-526000-00000000-	460023	POP 5/7/25 EMERGENCY PLUMBING REPAIR	90007106	5/20/2025	585.00
		6010-76-00000-526000-00000000-	460024	POP 5/7/25 EMERGENCY PLUMBING REPAIR	90007106	5/20/2025	1,205.00
		6010-76-00000-526000-00000000-	459732	POP 4/30/25 EMERGENCY PLUMBING REPAIRS	90007106	5/20/2025	74,170.35
		6010-76-00000-526000-00000000-	458236	POP 5/23/25 EMERGENCY PLUMBING	90007248	6/3/2025	472.36
		6010-76-00000-526000-00000000-	459809	POP 5/17/25 EMERGENCY PLUMBING	90007248	6/3/2025	727.50
		6010-76-00000-526000-00000000-	459895	POP 5/16/25 EMERGENCY PLUMBING	90007248	6/3/2025	235.00
		Total Paid by Vendor					79,485.21
	NORFOLK SOUTHERN RAILWAY COMPANY	6010-76-00000-526000-00000000-	524699	POP 8/16/25-8/15/26 RAILROAD EASEMENT FEES	104932	5/20/2025	5,280.55
		Total Paid by Vendor					5,280.55
	WEAVER ENVIRONMENTAL SERVICES INC	6010-76-00000-526000-00000000-	APPL#13 DEERFIELD	POP: 05/05/25-05/20/25 EMERGENCY MANHOLE REHAB	105238	6/3/2025	32,456.85
		Total Paid by Vendor					32,456.85
	Total by Fund 6010						117,222.61
6020	CORE & MAIN LP	6020-76-00000-526000-00000000-	W864749	PL1A BLOWERS	104882	5/20/2025	5,965.20
		Total Paid by Vendor					5,965.20
	CRAWFORD ELECTRIC SUPPLY COMPANY LLC	6020-76-00000-526000-00000000-	S014008495.001	ANDERSON CEMETERY (EXEMPT)	90007068	5/20/2025	1,008.75
		6020-76-00000-526000-00000000-	S014008495.002	ANDERSON CEMETERY (EXEMPT)	90007068	5/20/2025	3,863.00
		6020-76-00000-526000-00000000-	S014008504.001	CALDERA RIDGE (EXEMPT)	90007068	5/20/2025	9,175.52
		6020-76-00000-526000-00000000-	S014008530.001	SPARE CONTROL (EXEMPT) - SPARE 2	90007068	5/20/2025	7,767.05
		6020-76-00000-526000-00000000-	S014008491.001	SPARE CONTROL (EXEMPT) - SPARE 3	90007149	5/27/2025	5,489.56
		6020-76-00000-526000-00000000-	S014008491.002	SPARE CONTROL (EXEMPT) - SPARE 3	90007149	5/27/2025	942.97
		6020-76-00000-526000-00000000-	S014008530.002	SPARE CONTROL (EXEMPT) - SPARE 2	90007149	5/27/2025	193.29
		6020-76-00000-526000-00000000-	S014008495.004	ANDERSON CEMETERY (EXEMPT)	90007213	6/3/2025	554.81
		Total Paid by Vendor					28,994.95
	EMD MILLIPORE CORPORATION	6020-76-00000-526000-00000000-	11726982	LAB ANNUAL SVC AGREEMENT (EXEMPT)	105132	6/3/2025	69.90
		Total Paid by Vendor					69.90
	GRAYBAR ELECTRIC COMPANY	6020-76-00000-526000-00000000-	9342195471	SCADA	105145	6/3/2025	12,704.72
		6020-76-00000-526000-00000000-	9342195476	CALDERA RIDGE LS	105145	6/3/2025	535.03
		Total Paid by Vendor					13,239.75
	HYDRA SERVICE INC	6020-76-00000-526000-00000000-	188683	PL1 BLOWER FILTERS (EXEMPT)	90007236	6/3/2025	16,950.08
		Total Paid by Vendor					16,950.08
	MORROW WATER TECHNOLOGIES INC	6020-76-00000-526000-00000000-	3041102	PL1A GREASE RECEIVING (EXEMPT)	104928	5/20/2025	7,726.74
		Total Paid by Vendor					7,726.74
	TETRA TECH INC	6020-76-00000-526000-00000000-	52428436	POP 3/29/25-4/25/25 2ON CALL EDS SVCS FOR SCADA	90007265	6/3/2025	3,119.57
		Total Paid by Vendor					3,119.57
	Total by Fund 6020						76,066.19
6030	CORA INC	6030-71-00000-526000-00000000-	459924	POP 5/2/25 PUMPING-ENGINEERING	90007106	5/20/2025	175.00
		6030-71-00000-526000-00000000-	459923	POP 5/2/25 PUMPING-ENGINEERING	90007106	5/20/2025	1,400.00
		6030-71-00000-526000-00000000-	459854	POP 4/30/25 PUMPING-ENGINEERING	90007106	5/20/2025	3,500.00
		6030-71-00000-526000-00000000-	459855	POP 4/30/25 PUMPING-ENGINEERING	90007106	5/20/2025	175.00
		6030-71-00000-526000-00000000-	459938	POP 5/5/25 PUMPING-ENGINEERING	90007106	5/20/2025	175.00
		6030-71-00000-526000-00000000-	459939	POP 5/5/25 PUMPING-ENGINEERING	90007106	5/20/2025	4,200.00
		6030-71-00000-526000-00000000-	459945	POP 5/7/25 PUMPING-ENGINEERING	90007106	5/20/2025	3,500.00
		6030-71-00000-526000-00000000-	459946	POP 5/7/25 PUMPING-ENGINEERING	90007106	5/20/2025	175.00
		6030-71-00000-526000-00000000-	459979	POP 5/9/25 PUMPING-ENGINEERING	90007106	5/20/2025	175.00
		6030-71-00000-526000-00000000-	459999	POP 5/12/25 PUMPING-ENGINEERING	90007106	5/20/2025	9,625.00
		6030-71-00000-526000-00000000-	460022	POP 5/11/25 PUMPING-ENGINEERING	90007106	5/20/2025	2,625.00
		6030-71-00000-526000-00000000-	459978	POP 5/9/25 PUMPING-ENGINEERING	90007106	5/20/2025	2,100.00
		6030-71-00000-526000-00000000-	459940	POP 5/5/25 PUMPING-ENGINEERING	90007106	5/20/2025	175.00
		6030-71-00000-526000-00000000-	459733	POP 5/6/25 PUMPING-ENGINEERING	90007106	5/20/2025	3,150.00
		6030-71-00000-526000-00000000-	460142	POP 5/23/25 PUMPING-ENGINEERING	90007248	6/3/2025	175.00
		6030-71-00000-526000-00000000-	460112	POP 5/21/25 PUMPING-ENGINEERING	90007248	6/3/2025	175.00
		6030-71-00000-526000-00000000-	460107	POP 5/19/25 PUMPING-ENGINEERING	90007248	6/3/2025	175.00
		6030-71-00000-526000-00000000-	459441	POP 4/10/25 PUMPING-ENGINEERING	90007248	6/3/2025	175.00
		6030-71-00000-526000-00000000-	460082	POP 5/16/25 PUMPING-ENGINEERING	90007248	6/3/2025	175.00
		6030-71-00000-526000-00000000-	460084	POP 5/16/25 PUMPING-ENGINEERING	90007248	6/3/2025	175.00
		6030-71-00000-526000-00000000-	460158	POP 5/26/25 PUMPING-ENGINEERING	90007248	6/3/2025	175.00
		6030-71-00000-526000-00000000-	460157	POP 5/26/25 PUMPING-ENGINEERING	90007248	6/3/2025	3,850.00
		6030-71-00000-526000-00000000-	460141	POP 5/23/25 PUMPING-ENGINEERING	90007248	6/3/2025	3,500.00

		6030-71-00000-526000-00000000-	460025	POP 5/20/25 PUMPING-ENGINEERING	90007248	6/3/2025	3,500.00
		6030-71-00000-526000-00000000-	460111	POP 5/21/25 PUMPING-ENGINEERING	90007248	6/3/2025	3,150.00
		6030-71-00000-526000-00000000-	460106	POP 5/19/25 PUMPING-ENGINEERING	90007248	6/3/2025	3,150.00
		6030-71-00000-526000-00000000-	459439	POP 4/10/25 PUMPING-ENGINEERING	90007248	6/3/2025	525.00
		6030-71-00000-526000-00000000-	460083	POP 5/16/25 PUMPING-ENGINEERING	90007248	6/3/2025	2,275.00
		6030-71-00000-526000-00000000-	460067	POP 5/14/25 PUMPING-ENGINEERING	90007248	6/3/2025	3,150.00
		6030-71-00000-526000-00000000-	460192	POP 5/28/25 PUMPING-ENGINEERING	90007248	6/3/2025	175.00
		6030-71-00000-526000-00000000-	460191	POP 5/28/25 PUMPING-ENGINEERING	90007248	6/3/2025	4,375.00
		6030-71-00000-526000-00000000-	460027	POP 5/27/25 PUMPING-ENGINEERING	90007248	6/3/2025	3,500.00
		6030-71-00000-526000-00000000-	460156	POP 5/26/25 PUMPING-ENGINEERING	90007248	6/3/2025	175.00
		Total Paid by Vendor					63,700.00
	GRAYBAR ELECTRIC COMPANY	6030-71-00000-526000-00000000-	9342015714	SOUTHPOINTE PS	104893	5/20/2025	29.50
		6030-71-00000-526000-00000000-	9341996568	SOUTHPOINTE PS	104893	5/20/2025	266.31
		6030-71-00000-526000-00000000-	9341980477	SOUTHPOINTE PS	104893	5/20/2025	705.09
		6030-71-00000-526000-00000000-	9342085413	SOUTHPOINT PS	104893	5/20/2025	511.33
		6030-71-00000-526000-00000000-	9342122766	SOUTHPOINT PS	105145	6/3/2025	173.87
		Total Paid by Vendor					1,686.10
	HUNTSVILLE FENCE COMPANY	6030-71-00000-526000-00000000-	BC52125	POP: 05/21/25 - BYERS CORNER LS	105158	6/3/2025	4,985.00
		Total Paid by Vendor					4,985.00
	KASEY BECKER	6030-71-00000-526000-00000000-	20227	POP: 03/01/25-03/31/25-SOUTHPOINT PS	105021	5/27/2025	85.00
		Total Paid by Vendor					85.00
	UNITED RENTALS NORTH AMERICA INC	6030-71-00000-526000-00000000-	239103965-009	POP 5/2/25-5/30/25 CHIMNEY CREEK	105231	6/3/2025	4,366.00
		Total Paid by Vendor					4,366.00
	Total by Fund 6030						74,822.10
6040	GARVER LLC	6040-71-00000-526000-00000000-	2301474-14	POP: 02/15/25-03/14/25-WPC WESTERN AREA MASTER	90007080	5/20/2025	21,525.00
		6040-71-00000-526000-00000000-	2301474-15	POP: 03/15/25-04/11/25 -WPC WESTERN AREA MASTER	90007080	5/20/2025	19,995.00
		Total Paid by Vendor					41,520.00
	Total by Fund 6040						41,520.00
6050	MARK JOHNSON CONSTRUCTION LLC	6050-76-00000-526000-00000000-	3022	POP:04/14/25-04/20/25 565 PS REMOVE COVER MOVE PL1	90007100	5/20/2025	2,641.95
		Total Paid by Vendor					2,641.95
	Total by Fund 6050						2,641.95
6200	ALL SHARPE INC	6200-55-55200-513030-00000000-	51221	COM TX 051225/51221	104851	5/20/2025	120.00
		6200-55-55200-513030-00000000-	51257	COM TX 051925/51257	104995	5/27/2025	120.00
		6200-55-55200-513030-00000000-	51258	COM TX 051925/51258	104995	5/27/2025	120.00
		Total Paid by Vendor					360.00
	AMAZON CAPITAL SERVICES INC	6200-55-55200-515340-00000000-	1DQM-V9KX-Y7T3	A.WILSON/4205 E. SCHRIMSHER LN/883-3998	90007195	6/3/2025	149.70
		Total Paid by Vendor					149.70
	DUTCH OIL COMPANY	6200-55-55200-514010-00000000-	CFN-41671	FUELING TRANS DATED 051225	90007074	5/20/2025	2,795.94
		6200-55-55200-514010-00000000-	CFN-41688	FUELING TRANS DATED 051325	90007074	5/20/2025	3,029.33
		6200-55-55200-514010-00000000-	CFN-41705	FUELING TRANS DATED 051425	90007074	5/20/2025	3,058.03
		6200-55-55200-514010-00000000-	CFN-41724	FUELING TRANS DATED 051525	90007074	5/20/2025	3,016.66
		6200-55-55200-514010-00000000-	CFN-41899	FUELING TRANS DATED 051925	90007074	5/20/2025	3,786.78
		6200-55-55200-514010-00000000-	CFN-41916	FUELING TRANS DATED 052025	90007156	5/27/2025	2,379.55
		6200-55-55200-514010-00000000-	CFN-41937	FUELING TRANS DATED 052125	90007156	5/27/2025	4,079.17
		6200-55-55200-514010-00000000-	CFN-41957	FUELING TRANS DATED 052225	90007220	6/3/2025	3,149.20
		6200-55-55200-514010-00000000-	CFN-41987	FUELING TRANS DATED 052325	90007220	6/3/2025	1,553.62
		6200-55-55200-514010-00000000-	CFN-42000	FUELING TRANS DATED 052425	90007220	6/3/2025	802.81
		6200-55-55200-514010-00000000-	CFN-42018	FUELING TRANS DATED 052725	90007220	6/3/2025	3,158.42
		6200-55-55200-514010-00000000-	CFN-42035	FUELING TRANS DATED 052825	90007220	6/3/2025	3,349.13
		6200-55-55200-514010-00000000-	CFN-42053	FUELING TRANS DATED 052925	90007220	6/3/2025	3,865.34
		6200-55-55200-514010-00000000-	CFN-42073	FUELING TRANS DATED 053025	90007220	6/3/2025	3,458.89
		6200-55-55200-514010-00000000-	CFN-42093	FUELING TRANS DATED 053125	90007220	6/3/2025	1,321.29
		Total Paid by Vendor					42,804.16
	ETOWAH CHEMICAL SALES	6200-55-55200-515340-00000000-	643269	APACHE DEGREASER FOR TRUCK WASH	105136	6/3/2025	1,361.25
		Total Paid by Vendor					1,361.25
	FREIGHTLINER OF ARIZONA LLC	6200-55-55200-513030-00000000-	RA380014828:02	COM TX 051625/RA380014828:02	104982	5/20/2025	11,892.15
		6200-55-55200-513030-00000000-	RA380014828:02	COM TX 051625/RA380014828:02	104982	5/20/2025	4,630.48
		6200-55-55200-513030-00000000-	RA380014828:02	COM TX 051625/RA380014828:02	104982	5/20/2025	610.00
		6200-55-55200-513030-00000000-	RA380014955:01	COM TX 051625/RA380014955:01	104982	5/20/2025	186.30
		6200-55-55200-513030-00000000-	RA380014955:01	COM TX 051625/RA380014955:01	104982	5/20/2025	37.36
		6200-55-55200-513030-00000000-	RA380014996:01	COM TX 051625/RA380014996:01	104982	5/20/2025	1,319.20

	6200-55-55200-513030-00000000-	RA380014996:01	COM TX 051625/RA380014996:01	104982	5/20/2025	158.30
	6200-55-55200-513030-00000000-	RA380014905:01	COM TX 051925/RA380014905:01	105061	5/27/2025	7,203.60
	6200-55-55200-513030-00000000-	RA380014905:01	COM TX 051925/RA380014905:01	105061	5/27/2025	2,640.46
	6200-55-55200-513030-00000000-	RA380014905:01	COM TX 051925/RA380014905:01	105061	5/27/2025	420.00
	Total Paid by Vendor					29,097.85
HOME DEPOT USA INC	6200-55-55200-515340-00000000-	865049365	JANITORAL SUPPLIES FOR SANITATION STOCK	104901	5/20/2025	804.93
	6200-55-55200-515340-00000000-	864830500	JANITORAL SUPPLIES FOR SANITATION STOCK	104901	5/20/2025	70.68
	6200-55-55200-515340-00000000-	864830492	JANITORAL SUPPLIES FOR SANITATION STOCK	104901	5/20/2025	73.20
	Total Paid by Vendor					948.81
INDUSTRIAL CONTRACTOR SUPPLY LLC	6200-55-55200-515340-00000000-	74003	FY25 NON-BID ITEMS(BLANKET)SANITATION	104910	5/20/2025	75.84
	6200-55-55200-515340-00000000-	73999	FY25 BID ITEMS BLANKET(SANITATION)	105017	5/27/2025	86.88
	Total Paid by Vendor					162.64
INGRAM EQUIPMENT CO LLC	6200-55-55200-513030-00000000-	W00979	COM TX 051625/W00979	90007091	5/20/2025	10,643.04
	6200-55-55200-513030-00000000-	W00979	COM TX 051625/W00979	90007091	5/20/2025	1,170.73
	6200-55-55200-513030-00000000-	W00979	COM TX 051625/W00979	90007091	5/20/2025	1,223.94
	6200-55-55200-513030-00000000-	W01045	COM TX 051625/W01045	90007091	5/20/2025	3,875.00
	6200-55-55200-513030-00000000-	W01045	COM TX 051625/W01045	90007091	5/20/2025	426.25
	6200-55-55200-513030-00000000-	W01045	COM TX 051625/W01045	90007091	5/20/2025	445.62
	Total Paid by Vendor					17,784.58
JAMES R HALL	6200-55-55200-513030-00000000-	76143	COM TX 051225/76143	90007115	5/20/2025	375.00
	6200-55-55200-513030-00000000-	76251	COM TX 052225/76251	90007254	6/3/2025	65.00
	6200-55-55200-513030-00000000-	76251	COM TX 052225/76251	90007254	6/3/2025	29.40
	6200-55-55200-513030-00000000-	76271	COM TX 052225/76271	90007254	6/3/2025	65.00
	6200-55-55200-513030-00000000-	76271	COM TX 052225/76271	90007254	6/3/2025	29.40
	Total Paid by Vendor					563.80
JEFFREY S CAMPBELL	6200-55-55200-513030-00000000-	02114	COM TX 051625/02114	104913	5/20/2025	85.00
	6200-55-55200-513030-00000000-	02114	COM TX 051625/02114	104913	5/20/2025	185.00
	6200-55-55200-513030-00000000-	02114	COM TX 051625/02114	104913	5/20/2025	2,574.00
	6200-55-55200-513030-00000000-	02114	COM TX 051625/02114	104913	5/20/2025	3,996.29
	Total Paid by Vendor					6,840.29
MADISON COUNTY AUTO PARTS INC	6200-55-55200-513030-00000000-	270610	NAPA TRX DATE 051225	104922	5/20/2025	23.98
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	6200-55-55200-513030-00000000-	270610	NAPA TRX DATE 051225	104922	5/20/2025	23.98
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	6200-55-55200-513030-00000000-	270610	NAPA TRX DATE 051225	104922	5/20/2025	23.98
	6200-55-55200-513030-00000000-	270610	NAPA TRX DATE 051225	104922	5/20/2025	23.98
	6200-55-55200-513030-00000000-	270610	NAPA TRX DATE 051225	104922	5/20/2025	23.98
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	6200-55-55200-513030-00000000-	270610	NAPA TRX DATE 051225	104922	5/20/2025	55.42
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	6200-55-55200-513030-00000000-	270610	NAPA TRX DATE 051225	104922	5/20/2025	23.98
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	6200-55-55200-513030-00000000-	270610	NAPA TRX DATE 051225	104922	5/20/2025	23.98
	6200-55-55200-513030-00000000-	270610	NAPA TRX DATE 051225	104922	5/20/2025	23.98
	6200-55-55200-513030-00000000-	270610	NAPA TRX DATE 051225	104922	5/20/2025	23.98
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	6200-55-55200-513030-00000000-	270610	NAPA TRX DATE 051225	104922	5/20/2025	23.98
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	6200-55-55200-513030-00000000-	270610	NAPA TRX DATE 051225	104922	5/20/2025	23.98
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	6200-55-55200-513030-00000000-	270610	NAPA TRX DATE 051225	104922	5/20/2025	23.98
	6200-55-55200-513030-00000000-	270610	NAPA TRX DATE 051225	104922	5/20/2025	23.98
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	6200-55-55200-513030-00000000-	271300	NAPA TRX DATE 053025	105175	6/3/2025	48.53
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	6200-55-55200-513030-00000000-	271300	NAPA TRX DATE 053025	105175	6/3/2025	1.92
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	6200-55-55200-513030-00000000-	271300	NAPA TRX DATE 053025	105175	6/3/2025	566.44
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	6200-55-55200-513030-00000000-	271363	NAPA TRX DATE 060225	105175	6/3/2025	23.98
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S & S FIRESTONE INC	6200-55-55200-513030-00000000-	4230020990	COM TX 051225/4230020990	90007061	5/20/2025	85.00
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	6200-55-55200-513030-00000000-	4230021019	COM TX 051225/4230021019	90007061	5/20/2025	85.00
	6200-55-55200-513030-00000000-	4230021019	COM TX 051225/4230021019	90007061	5/20/2025	56.00
	6200-55-55200-513030-00000000-	4230021019	COM TX 051225/4230021019	90007061	5/20/2025	76.00
	6200-55-55200-513030-00000000-	4230021021	COM TX 051225/4230021021	90007061	5/20/2025	85.00
	6200-55-55200-513030-00000000-	4230021021	COM TX 051225/4230021021	90007061	5/20/2025	112.00
	6200-55-55200-513030-00000000-	4230021022	COM TX 051225/4230021022	90007061	5/20/2025	56.00
	6200-55-55200-513030-00000000-	4230021023	COM TX 051225/4230021023	90007061	5/20/2025	76.00
	6200-55-55200-513030-00000000-	4230021023	COM TX 051225/4230021023	90007061	5/20/2025	33.00
	6200-55-55200-513030-00000000-	4230021024	COM TX 051225/4230021024	90007061	5/20/2025	28.00
	6200-55-55200-513030-00000000-	4230021025	COM TX 051225/4230021025	90007061	5/20/2025	56.00
	6200-55-55200-513030-00000000-	4230021026	COM TX 051225/4230021026	90007061	5/20/2025	28.00
	6200-55-55200-513030-00000000-	4230021027	COM TX 051225/4230021027	90007061	5/20/2025	33.00
	6200-55-55200-513030-00000000-	4230021028	COM TX 051225/4230021028	90007061	5/20/2025	56.00
	6200-55-55200-513030-00000000-	4230021056	COM TX 051225/4230021056	90007061	5/20/2025	85.00
	6200-55-55200-513030-00000000-	4230021056	COM TX 051225/4230021056	90007061	5/20/2025	33.00
	6200-55-55200-513030-00000000-	4230021070	COM TX 051625/4230021070	90007061	5/20/2025	11.00
	6200-55-55200-513030-00000000-	4230021070	COM TX 051625/4230021070	90007061	5/20/2025	345.00
	6200-55-55200-513030-00000000-	4230021070	COM TX 051625/4230021070	90007061	5/20/2025	28.00
	6200-55-55200-513030-00000000-	4230021131	COM TX 051625/4230021131	90007061	5/20/2025	1,670.40
	6200-55-55200-513030-00000000-	4230021131	COM TX 051625/4230021131	90007061	5/20/2025	50.00
	6200-55-55200-513030-00000000-	4230021179	COM TX 051625/4230021179	90007061	5/20/2025	85.00
	6200-55-55200-513030-00000000-	4230021179	COM TX 051625/4230021179	90007061	5/20/2025	66.00
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	6200-55-55200-513030-00000000-	4230021672	COM TX 053025/4230021672	90007200	6/3/2025	85.00
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	6200-55-55200-513030-00000000-	4230021672	COM TX 053025/4230021672	90007200	6/3/2025	28.00
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	6200-55-55200-513030-00000000-	4230021674	COM TX 053025/4230021674	90007200	6/3/2025	33.00
	6200-55-55200-513030-00000000-	4230021724	COM TX 053025/4230021724	90007200	6/3/2025	85.00
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	6200-55-55200-513030-00000000-	4230021725	COM TX 053025/4230021725	90007200	6/3/2025	56.00
	6200-55-55200-513030-00000000-	4230021726	COM TX 053025/4230021726	90007200	6/3/2025	85.00
	6200-55-55200-513030-00000000-	4230021726	COM TX 053025/4230021726	90007200	6/3/2025	33.00
	6200-55-55200-513030-00000000-	4230021727	COM TX 053025/4230021727	90007200	6/3/2025	33.00
	6200-55-55200-513030-00000000-	4230021728	COM TX 053025/4230021728	90007200	6/3/2025	33.00
	6200-55-55200-513030-00000000-	4230021732	COM TX 053025/4230021732	90007200	6/3/2025	85.00
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	6200-55-55200-513030-00000000-	4230021733	COM TX 053025/4230021733	90007200	6/3/2025	33.00
	6200-55-55200-513030-00000000-	4230021734	COM TX 053025/4230021734	90007200	6/3/2025	85.00
	6200-55-55200-513030-00000000-	4230021734	COM TX 053025/4230021734	90007200	6/3/2025	33.00
	6200-55-55200-513030-00000000-	4230021735	COM TX 053025/4230021735	90007200	6/3/2025	33.00
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SERVICEWEAR APPAREL	6200-55-55200-515670-00000000-	0057260682	FY25 UNIFORMS- PWS SANITATION	90007117	5/20/2025	54.92
	6200-55-55200-515670-00000000-	0057268597	FY25 UNIFORMS- PWS SANITATION	90007117	5/20/2025	71.22
	6200-55-55200-515670-00000000-	0057278613	FY25 UNIFORMS- PWS SANITATION	90007117	5/20/2025	71.22
	6200-55-55200-515670-00000000-	0057278614	FY25 UNIFORMS- PWS SANITATION	90007117	5/20/2025	71.22
	6200-55-55200-515670-00000000-	0057316601	FY25 UNIFORMS- PWS SANITATION	90007117	5/20/2025	27.46
	6200-55-55200-515670-00000000-	0057316600	FY25 UNIFORMS- PWS SANITATION	90007117	5/20/2025	54.92
	6200-55-55200-515670-00000000-	0057306514	FY25 UNIFORMS- PWS SANITATION	90007117	5/20/2025	161.90
	6200-55-55200-515670-00000000-	0057296629	FY25 UNIFORMS- PWS SANITATION	90007117	5/20/2025	71.22
	6200-55-55200-515670-00000000-	0057306513	FY25 UNIFORMS- PWS SANITATION	90007117	5/20/2025	71.22
	6200-55-55200-515670-00000000-	0057278615	FY25 UNIFORMS- PWS SANITATION	90007117	5/20/2025	54.92
	6200-55-55200-515670-00000000-	0057344488	FY25 UNIFORMS- PWS SANITATION	90007257	6/3/2025	188.36
	6200-55-55200-515670-00000000-	0057382378	FY25 UNIFORMS- PWS SANITATION	90007257	6/3/2025	54.92
	6200-55-55200-515670-00000000-	0057392913	FY25 UNIFORMS- PWS SANITATION	90007257	6/3/2025	156.74
	6200-55-55200-515670-00000000-	0057406233	FY25 UNIFORMS- PWS SANITATION	90007257	6/3/2025	22.73
	6200-55-55200-515670-00000000-	0001019	FY25 UNIFORMS- PWS SANITATION (2ND ORDER)	90007257	6/3/2025	1,362.20
	Total Paid by Vendor					2,495.17
SOUTHERN TIRE MART LLC	6200-55-55200-513030-00000000-	2240037272	COM TX 051625/2240037272	90007122	5/20/2025	25.00
	6200-55-55200-513030-00000000-	2240037506	COM TX 052225/2240037506	90007259	6/3/2025	25.00
	6200-55-55200-513030-00000000-	2240038032	COM TX 053025/2240038032	90007259	6/3/2025	75.00
	6200-55-55200-513030-00000000-	2240038032	COM TX 053025/2240038032	90007259	6/3/2025	4.00
	Total Paid by Vendor					129.00
SOUTHLAND INTERNATIONAL TRUCKS INC	6200-55-55200-513030-00000000-	08HW816747	COM TX 053025/08HW816747	105214	6/3/2025	21,286.79
	6200-55-55200-513030-00000000-	08HW816747	COM TX 053025/08HW816747	105214	6/3/2025	5,890.00
	6200-55-55200-513030-00000000-	08HW816747	COM TX 053025/08HW816747	105214	6/3/2025	1,214.00
	Total Paid by Vendor					28,390.79
TENNESSEE VALLEY FENCE INC	6200-55-55200-513030-00000000-	31291	COM TX 051325/31291	90007126	5/20/2025	262.50
	6200-55-55200-513030-00000000-	31251	COM TX 051225/31251	90007126	5/20/2025	68.64
	6200-55-55200-513030-00000000-	31251	COM TX 051225/31251	90007126	5/20/2025	2,940.00
	6200-55-55200-513030-00000000-	31258	COM TX 051225/31258	90007126	5/20/2025	262.50
	6200-55-55200-513030-00000000-	31272	COM TX 051225/31272	90007126	5/20/2025	157.50
	6200-55-55200-513030-00000000-	31292	COM TX 051225/31292	90007126	5/20/2025	210.00
	6200-55-55200-513030-00000000-	31302	COM TX 051625/31302	90007126	5/20/2025	157.50
	6200-55-55200-513030-00000000-	31365	COM TX 053025/31365	90007264	6/3/2025	150.48
	6200-55-55200-513030-00000000-	31365	COM TX 053025/31365	90007264	6/3/2025	1,680.00
	Total Paid by Vendor					5,889.12
THOMPSON TRACTOR COMPANY INC	6200-55-55200-513030-00000000-	TTC1-1196170	COM TX 051225/TTC1-1196170	104976	5/20/2025	216.79
	6200-55-55200-513030-00000000-	TTC1-1196170	COM TX 051225/TTC1-1196170	104976	5/20/2025	2,672.00
	6200-55-55200-513030-00000000-	TTC1-1196170	COM TX 051225/TTC1-1196170	104976	5/20/2025	246.45
	6200-55-55200-513030-00000000-	TTC1-1215411	COM TX 053025/TTC1-1215411	105225	6/3/2025	363.80
	6200-55-55200-513030-00000000-	TTC1-1215411	COM TX 053025/TTC1-1215411	105225	6/3/2025	1,295.00
	6200-55-55200-513030-00000000-	TTC1-1215411	COM TX 053025/TTC1-1215411	105225	6/3/2025	128.40
	Total Paid by Vendor					4,922.44

	TIMOTHY BEVERLY	6200-55-55200-513030-00000000-	44946	COM TX 051625/44946	104862	5/20/2025	300.00
		6200-55-55200-513030-00000000-	45010	COM TX 051925/45010	105000	5/27/2025	100.00
		Total Paid by Vendor					400.00
	TOTER LLC	6200-55-55200-513040-00000000-	20INV000738300	96 GALLON CARTS FOR STOCK	105057	5/27/2025	45,887.00
		Total Paid by Vendor					45,887.00
	WHITE CAP LP	6200-55-55200-515340-00000000-	50031156478	RAINSUITS FOR SANITATION	104984	5/20/2025	5,460.00
		Total Paid by Vendor					5,460.00
	Total by Fund 6200						310,742.01
7000	BLUE CROSS AND BLUE SHIELD OF ALABAMA	7000-16-00000-517010-00000000-	HEALTH CLM 5/12-5/16	POP: 5/12/25-5/16/25 HEALTH CLAIMS	90007062	5/20/2025	124,075.86
		7000-16-00000-517015-00000000-	HEALTH CLM 5/12-5/16	POP: 5/12/25-5/16/25 HEALTH CLAIMS	90007062	5/20/2025	57,724.21
		7000-16-00000-517025-00000000-	HEALTH CLM 5/12-5/16	POP: 5/12/25-5/16/25 HEALTH CLAIMS	90007062	5/20/2025	996.24
		7000-16-00000-517020-00000000-	GROUP INV DUE 6/1/25	POP: 6/01/25-7/01/25 GROUP HEALTH	90007063	5/20/2025	13,222.36
		7000-16-00000-517010-00000000-	HEALTH CLMS 5/19-23	POP: 5/19/25-5/23/25 HEALTH CLAIMS	90007145	5/27/2025	70,152.19
		7000-16-00000-517010-00000000-	HEALTH CLMS 5/19-23	POP: 5/19/25-5/23/25 HEALTH CLAIMS	90007145	5/27/2025	-212,875.13
		7000-16-00000-517015-00000000-	HEALTH CLMS 5/19-23	POP: 5/19/25-5/23/25 HEALTH CLAIMS	90007145	5/27/2025	56,700.46
		7000-16-00000-517025-00000000-	HEALTH CLMS 5/19-23	POP: 5/19/25-5/23/25 HEALTH CLAIMS	90007145	5/27/2025	235.88
		7000-16-00000-517010-00000000-	HEALTH CLMS 5/26-30	POP: 5/26/25-5/30/25 HEALTH CLAIMS	90007202	6/3/2025	50,145.40
		7000-16-00000-517015-00000000-	HEALTH CLMS 5/26-30	POP: 5/26/25-5/30/25 HEALTH CLAIMS	90007202	6/3/2025	24,221.29
		7000-16-00000-517025-00000000-	HEALTH CLMS 5/26-30	POP: 5/26/25-5/30/25 HEALTH CLAIMS	90007202	6/3/2025	2.76
		Total Paid by Vendor					184,601.52
	UNITED STATES FIRE INSURANCE COMPANY	7000-16-00000-517040-00000000-	US2145420-05162025	POP: 06/01/25-06/30/25-FY25 STOP LOSS	105232	6/3/2025	23,278.44
		Total Paid by Vendor					23,278.44
	Total by Fund 7000						207,879.96
Grand Total							33,362,991.33

VENDOR	ACCOUNT	CK NUM	CK DATE	CK RUN	CK AMT	PAYEE
1 CLAIM PAYMENTS	0001-00-00000-110004-00000000-	105141	6/3/2025	060325A	7,550.00	GARY W LACKEY
	0001-00-00000-110004-00000000-	105172	6/3/2025	060325A	281.50	LISA BRAMLETT
	0001-00-00000-110004-00000000-	105239	6/3/2025	060325A	7,500.00	WETTERMARK AND KEITH LLC
	0001-00-00000-110004-00000000-	105137	6/3/2025	060325A	2,274.51	EUGENE THURMAN
	0001-00-00000-110004-00000000-	105052	5/27/2025	052725A	138.29	TAMIKA ALEXANDER
	0001-00-00000-110004-00000000-	105044	5/27/2025	052725A	550.00	SHANA ACRAY
	0001-00-00000-110004-00000000-	104994	5/27/2025	052725A	349.70	ALAN PARKER
	0001-00-00000-110004-00000000-	105030	5/27/2025	052725A	550.00	NANCY DEHAAS
	0001-00-00000-110004-00000000-	105032	5/27/2025	052725A	385.80	PAUL HOWARD
	0001-00-00000-110004-00000000-	105027	5/27/2025	052725A	391.02	MARA KILLINGSWORTH
	0001-00-00000-110004-00000000-	105029	5/27/2025	052725A	169.29	MYA LAMAR
	0001-00-00000-110004-00000000-	105010	5/27/2025	052725A	685.24	EDMOND BAUGH
	0001-00-00000-110004-00000000-					
2 REFUND PAYMENTS	0001-00-00000-110004-00000000-	105202	6/3/2025	060325A	436.00	SEPTEMBER M. KNOWLES
	0001-00-00000-110004-00000000-	105201	6/3/2025	060325A	150.00	SELINA WREN
	0001-00-00000-110004-00000000-	105200	6/3/2025	060325A	1,650.00	MIRIAM A. MARTIN
	0001-00-00000-110004-00000000-	105199	6/3/2025	060325A	179.00	LADARIUS D. BASKIN
	0001-00-00000-110004-00000000-	105198	6/3/2025	060325A	1,000.00	DEVYN GUILLEBEAUX
	0001-00-00000-110004-00000000-	105197	6/3/2025	060325A	5,276.84	CARDINAL HEALTH 200 LLC
	0001-00-00000-110004-00000000-	105196	6/3/2025	060325A	396.00	BRICE A. MURRAY
	0001-00-00000-110004-00000000-	105195	6/3/2025	060325A	36.00	ALEXANDER C. BOYD
	0001-00-00000-110004-00000000-	105194	6/3/2025	060325A	150.00	KAMERON FREIHOLTZ
	0001-00-00000-110004-00000000-	105040	5/27/2025	052725A	47,269.68	SIEMENS MEDICAL SOLUTIONS USA INC.
	0001-00-00000-110004-00000000-	105039	5/27/2025	052725A	2,389.90	STIS, INC
	0001-00-00000-110004-00000000-	105038	5/27/2025	052725A	2,100.00	DAVID J. KLUBERTANZ
	0001-00-00000-110004-00000000-	105037	5/27/2025	052725A	596.00	MICHAEL A. JERNIGAN III
	0001-00-00000-110004-00000000-	105036	5/27/2025	052725A	263.50	LG ELECTRONICS USA INC.
	0001-00-00000-110004-00000000-	105035	5/27/2025	052725A	4.00	KAYLA ADAMS
	0001-00-00000-110004-00000000-	104956	5/20/2025	052025A	1,449.21	H.E. HODGE COMPANY, INC
	0001-00-00000-110004-00000000-	104955	5/20/2025	052025A	1,300.00	BRIAN J. KENNEDY
	0001-00-00000-110004-00000000-	104954	5/20/2025	052025A	1,000.00	MARCH OF DIMES-ASHLEY TOMS
	0001-00-00000-110004-00000000-	104953	5/20/2025	052025A	1,000.00	CHERELL R. BELTON
	0001-00-00000-110004-00000000-	104952	5/20/2025	052025A	636.00	JEFFERY PAVAO
	0001-00-00000-110004-00000000-	104951	5/20/2025	052025A	636.00	KHALIL J. CHARLES
	0001-00-00000-110004-00000000-	104950	5/20/2025	052025A	500.00	ESTATE OF PAUL RAINOSEK
	0001-00-00000-110004-00000000-	104949	5/20/2025	052025A	211.00	ORALIA DE LA CRUZ
	0001-00-00000-110004-00000000-	104948	5/20/2025	052025A	86.00	ANTHONY FIELDS
	0001-00-00000-110004-00000000-	104947	5/20/2025	052025A	31.67	VASAYO, LLC
	0001-00-00000-110004-00000000-	104946	5/20/2025	052025A	66,207.22	CAREFUSION SOLUTIONS, LLC
	0001-00-00000-110004-00000000-	104945	5/20/2025	052025A	5,372.57	DMK DEVELOPMENT GROUP, LLC
	0001-00-00000-110004-00000000-	104944	5/20/2025	052025A	241.38	KDX CONTRACTING, LLC
	0001-00-00000-110004-00000000-	104943	5/20/2025	052025A	200.00	GTEC
	0001-00-00000-110004-00000000-	104942	5/20/2025	052025A	160.29	CORE-MARK, LLC
	0001-00-00000-110004-00000000-	104941	5/20/2025	052025A	50.00	CAR WASH HEADQUARTERS, LLC
	0001-00-00000-110004-00000000-	104940	05/20/2025	052025A	50.00	GORDON ENTERPRISE, LLC
	0001-00-00000-110004-00000000-	104939	05/20/2025	052025A	50.00	BUTTERFLY BLISS SWEET TREATS, LLC
	0001-00-00000-110004-00000000-					
3 REIMBURSEMENT PAYMENTS	0001-00-00000-110004-00000000-					

PRJ 5/14/25-6/3/25

FUND 0001 (Should only be fund "0001")

Sum of JOURNAL AMOUNT		Column Labels			
Row Labels	DT FUND	05/16/25	05/30/25	Grand Total	
101000	1000	\$4,908,580.98	\$4,855,172.02	\$9,763,753.00	
101005	1005	(\$1,510,479.10)	(\$1,510,206.16)	(\$3,020,685.26)	
102000	2000	\$215,636.19	\$212,775.77	\$428,411.96	
102100	2100	\$62,008.66	\$59,987.95	\$121,996.61	
103900	3900	\$30,395.00	\$30,629.96	\$61,024.96	
103910	3910	\$58,537.24	\$56,152.91	\$114,690.15	
103930	3930	\$52,715.40	\$51,230.65	\$103,946.05	
106000	6000	\$463,287.26	\$467,501.93	\$930,789.19	
106200	6200	\$369,321.27	\$402,025.66	\$771,346.93	
110004	IONS	(\$4,650,002.90)	(\$4,625,270.69)	(\$9,275,273.59)	
Grand Total		\$0.00	\$0.00	\$0.00	



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: 2025-461

Department: City Council

Subject:

Type of Action: Approval/Action

Ordinance approving appropriations, goods, or services for District 5 Council Improvement Funds.
Ordinance No.

Finance Information:

Account Number: 1000-00-00000-610047-000000000-

City Cost Amount: \$ 5,000.00

Total Cost: \$ 5,000.00

Special Circumstances:

Grant Funded: \$ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: 645 Wynn Drive, Unit #5038, Huntsville, AL 35816

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

Additional Comments:

District 5 - Meredith

\$5,000.00 - Appropriation to North Alabama Coalition for the Homeless to provide funding for their SHINE program. This program provides case management and client services for individuals residing in sober living.



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: TMP-5537

Department: City Council

Subject:

Type of Action: Approval/Action

Ordinance approving appropriations, goods, or services for District 5 Council Improvement Funds.
Ordinance No.

Finance Information:

Account Number: 1000-00-00000-610047-000000000-

City Cost Amount: \$ 5,000.00

Total Cost: \$ 5,000.00

Special Circumstances:

Grant Funded: \$ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: 645 Wynn Drive, Unit #5038, Huntsville, AL 35816

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

Additional Comments:

District 5 - Meredith

\$5,000.00 - Appropriation to North Alabama Coalition for the Homeless to provide funding for their SHINE program. This program provides case management and client services for individuals residing in sober living.

ORDINANCE NO. 25 – _____

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

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

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

BE IT ORDAINED by the City Council of the City of Huntsville, Alabama Budget Ordinance No. 24-700, adopted and approved on September 26, 2024, is hereby amended, if appropriate, by the following approved purchases:

District 5 – Meredith

\$5,000.00 – Appropriation to North Alabama Coalition for the Homeless to provide funding for their SHINE program. This program provides case management and client services for individuals residing in sober living.

ADOPTED this the 12th day of June, 2025.

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

APPROVED this the 12th day of June, 2025.

Mayor of the City of
Huntsville, Alabama



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: 2025-419

Department: City Council

Subject:

Type of Action: Nomination

Resolution reappointing Joshua McCoy to the EarlyWorks Museum Board, Place 8 (his current seat), for a three (3) year term to expire June 26, 2028.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

N/A



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/22/2025

File ID: 2025-419

Department: City Council

Subject:

Type of Action: Nomination

Nomination reappointing Joshua McCoy to the EarlyWorks Museum Board, Place 8 (his current seat), for a three (3) year term to expire June 26, 2028.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

N/A

RESOLUTION NO. 25 -

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

WHEREAS, a vacancy exists, or will exist, on the EarlyWorks Historic Huntsville Depot Board, Place 8, due to the expiration of the term of Joshua McCoy.

NOW, THEREFORE, BE IT RESOLVED that Joshua McCoy is hereby appointed to fill said vacancy, said appointment to become effective on June 27, 2025 and expiring on July 26, 2028.

ADOPTED this the _____ day of _____, 2025.

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

APPROVED this the _____ day of _____, 2025.

Mayor of the City of Huntsville, Alabama



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: 2025-420

Department: City Council

Subject:

Type of Action: Nomination

Resolution to appoint Alex East to the Earlyworks Museums Board, Place 7, to fill the seat previously held by Chase Allen for a three (3) year term to expire June 26, 2028.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

N/A



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: TMP-5541

Department: City Council

Subject:

Type of Action: Nomination

Nomination to appoint Alex East to the Earlyworks Museums Board, Place 7, to fill the seat previously held by Chase Allen for a three (3) year term to expire June 26, 2028.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

N/A

RESOLUTION NO. 25 -

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

WHEREAS, a vacancy exists, or will exist, on the Alabama Constitution Village and Historic Huntsville Depot Board, Place 7, due to the expiration of the term of Chase Allen.

NOW, THEREFORE, BE IT RESOLVED that Alex East is hereby appointed to fill said vacancy, said appointment to become effective on June 27, 2025 and expiring on July 26, 2028.

ADOPTED this the _____ day of _____, 2025.

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

APPROVED this the _____ day of _____, 2025.

Mayor of the City of Huntsville, Alabama



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: 2025-462

Department: City Council

Subject:

Type of Action: Nomination

Nomination reappointing Gripp Luther to the Huntsville Natural Gas Utility Board to his current seat for a three (3) year term to expire July 1, 2028.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

N/A



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: TMP-5472

Department: City Council

Subject:

Type of Action: Nomination

Resolution reappointing Gripp Luther to the Huntsville Natural Gas Utility Board to his current seat for a three (3) year term to expire July 1, 2028.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

N/A

RESOLUTION NO. 25 -

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

WHEREAS, a vacancy exists, or will exist, on the Huntsville Natural Gas Utility Board due to the expiration of the term of Gripp Luther.

NOW, THEREFORE, BE IT RESOLVED that Gripp Luther is hereby reappointed to fill said vacancy, said reappointment to become effective on July 1, 2025 and expiring on July 1, 2028.

ADOPTED this the ____th day of _____, 2025.

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

APPROVED this the ____th day of _____, 2025.

.

Mayor of the City of Huntsville, Alabama



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: 2025-463

Department: City Council

Subject:

Type of Action: Nomination

Nomination reappointing Gripp Luther to the Huntsville Water Utility Board to his current seat for a three (3) year term to expire July 1, 2028.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

N/A



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: TMP-5473

Department: City Council

Subject:

Type of Action: Nomination

Resolution reappointing Gripp Luther to the Huntsville Water Utility Board to his current seat for a three (3) year term to expire July 1, 2028.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

N/A

RESOLUTION NO. 25 -

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

WHEREAS, a vacancy exists, or will exist, on the Huntsville Water Utility Board due to the expiration of the term of Gripp Luther.

NOW, THEREFORE, BE IT RESOLVED that Gripp Luther is hereby reappointed to fill said vacancy, said reappointment to become effective on July 1, 2025 and expiring on July 1, 2028.

ADOPTED this the ____th day of _____, 2025.

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

APPROVED this the ____th day of _____, 2025.

.

Mayor of the City of Huntsville, Alabama



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: 2025-464

Department: City Council

Subject:

Type of Action: Nomination

Nomination reappointing George Moore to the Huntsville Electric Utility Board to his current seat for a three (3) year term to expire July 1, 2028.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

N/A



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: TMP-5474

Department: City Council

Subject:

Type of Action: Nomination

Resolution reappointing George Moore to the Huntsville Electric Utility Board to his current seat for a three (3) year term to expire July 1, 2028.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

N/A

RESOLUTION NO. 25 -

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

WHEREAS, a vacancy exists, or will exist, on the Huntsville Electric Utility Board due to the expiration of the term of George Moore.

NOW, THEREFORE, BE IT RESOLVED that George Moore is hereby reappointed to fill said vacancy, said reappointment to become effective on July 1, 2025 and expiring on July 1, 2028.

ADOPTED this the ____th day of _____, 2025.

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

APPROVED this the ____th day of _____, 2025.

.

Mayor of the City of Huntsville, Alabama



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: 2025-465

Department: City Council

Subject:

Type of Action: Nomination

Nomination to reappoint Jeff Sanders, to the Huntsville-Madison County Marina and Port Authority, City Council Place 2 (his current seat), for a five (5) year term to expire July 1, 2030.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

N/A



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: TMP-5477

Department: City Council

Subject:

Type of Action: Nomination

Nomination to reappoint Jeff Sanders, to the Huntsville-Madison County Marina and Port Authority, City Council Place 2 (his current seat), for a five (5) year term to expire July 1, 2030.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

N/A

RESOLUTION NO. 25 -

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

WHEREAS, a vacancy exists, or will exist, on the Huntsville-Madison County Marina and Port Authority, City Council Place 2, due to the expiration of the term of Jeff Sanders.

NOW, THEREFORE, BE IT RESOLVED that Jeff Sanders is hereby reappointed to fill said vacancy, said appointment to become effective on July 1, 2025, and expiring on July 1, 2030.

ADOPTED this the ____th day of _____, 2025.

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

APPROVED this the ____th day of _____, 2025.

.

Mayor of the City of Huntsville, Alabama



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: 2025-466

Department: City Council

Subject:

Type of Action: Nomination

Nomination to reappoint Frank Caprio to the Huntsville-Madison County Emergency Management Board, Place 1 (his current seat), for a five (5) year term to expire July 1, 2030.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

N/A



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: TMP-5491

Department: City Council

Subject:

Type of Action: Nomination

Nomination to reappoint Frank Caprio to the Huntsville-Madison County Emergency Management Board, Place 1 (his current seat), for a five (5) year term to expire July 1, 2030.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

N/A

RESOLUTION NO. 25 -

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

WHEREAS, a vacancy exists, or will exist, on the Huntsville-Madison County Emergency Management Board, Place 1, due to the expiration of the term of Frank Caprio.

NOW, THEREFORE, BE IT RESOLVED that Frank Caprio is hereby reappointed to fill said vacancy, said appointment to become effective on July 1, 2025, and expiring on July 1, 2030.

ADOPTED this the ____ day of _____, 2025.

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

APPROVED this the ____ day of _____, 2025.

Mayor of the City of Huntsville, Alabama



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: 2025-467

Department: Legal

Subject:

Type of Action: Approval/Action

Ordinance authorizing the vacation of a Utility and Drainage Easement at Moores Mill Road and Highway 72 for Trailhead Investment Company, LLC.

Ordinance No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: Moores Mill Road and Highway 72

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

Additional Comments:



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: TMP-5576

Department: Legal

Subject:

Type of Action: Approval/Action

Ordinance authorizing the vacation of a Utility and Drainage Easement at Moores Mill Road and Highway 72 for Trailhead Investment Company, LLC.

Ordinance No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: Moores Mill Road and Highway 72

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

Additional Comments:

ORDINANCE NO. 25-_____

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

Section 1. The City Council of the City of Huntsville, Alabama, finds that an application has been presented to the City of Huntsville requesting the vacation of a utility and drainage easement; that the applicant has represented to the City of Huntsville that **Trailhead Investment Company, LLC**, is the owner of the property across which said easement lies; that said easement, or the portion being vacated, is not presently used and is no longer needed for a public or municipal purpose.

Section 2. Pursuant to the findings in Section 1 hereinabove, the Mayor of the City of Huntsville, Alabama, is hereby authorized, requested and directed to execute a quitclaim deed vacating the easement hereinafter described, said deed being substantially in words and figures as follows, to-wit:

STATE OF ALABAMA)
)
COUNTY OF MADISON)

QUITCLAIM DEED

THIS INDENTURE MADE AND ENTERED into this, the 12th day of June, 2025, by and between **CITY OF HUNTSVILLE**, an Alabama municipal corporation, hereinafter referred to as “Party of the First Par”, and **Trailhead Investment Company, LLC**, an Alabama limited liability company, hereinafter referred to as Party of the Second Part”.

THAT FOR AND CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations to the Part 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 lot or parcel of land lying and being situated in the County of Madison, State of Alabama, to-wit:

LOT 1 CHASE CREEK PARK TRACT 1 RESUBDIVISION, PHASE 3

STATE OF ALABAMA
COUNTY OF MADISON

ALL THAT PART OF LOT 1 OF CHASE CREEK PARK TRACT 1 RESUBDIVISION PHASE 3 AS SHOWN ON THE MAP OR PLAT OF SAID SUBDIVISION RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA IN PLAT BOOK 2024, PAGES 143-144, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT LOCATED ON THE SOUTH RIGHT-OF-WAY OF U.S. HIGHWAY 72; THENCE SOUTH 84 DEGREES 29 MINUTES 33 SECONDS EAST AND ALONG THE SAID SOUTH RIGHT-OF-WAY, 161.41 FEET TO A POINT; THENCE LEAVING THE SAID SOUTH RIGHT-OF-WAY, SOUTH 05 DEGREES 40 MINUTES 55 SECONDS WEST, 15.00 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED, SAID POINT BEING ON THE SOUTH BOUNDARY OF A 15 FOOT WIDE UTILITY AND DRAINAGE EASEMENT;

THENCE FROM THE POINT OF BEGINNING SOUTH 84 DEGREES 37 MINUTES 07 SECONDS EAST AND ALONG THE SAID SOUTH BOUNDARY, 5.00 FEET TO A POINT; THENCE LEAVING THE SAID SOUTH BOUNDARY, SOUTH 05 DEGREES 40 MINUTES 55 SECONDS WEST, 262.86 FEET TO A POINT ON THE NORTH BOUNDARY OF AN EXISTING 20 FOOT WIDE UTILITY AND DRAINAGE EASEMENT; THENCE ALONG THE SAID NORTH BOUNDARY, NORTH 84 DEGREES 52 MINUTES 47 SECONDS WEST, 10.00 FEET TO A POINT; THENCE LEAVING THE SAID NORTH BOUNDARY, NORTH 05 DEGREES 40 MINUTES 55 SECONDS EAST, 262.91 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID 15 FOOT WIDE UTILITY AND DRAINAGE EASEMENT;

THENCE ALONG THE SAID SOUTH BOUNDARY, SOUTH 84 DEGREES 29 MINUTES 33 SECONDS EAST, 5.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 2629 SQUARE FEET, MORE OR LESS.

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

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

CITY OF HUNTSVILLE, ALABAMA,
a municipal corporation

By: _____
Tommy Battle, Mayor

ATTEST:

By: _____
Shaundrika Edwards
City Clerk

STATE OF ALABAMA)
 :
COUNTY OF MADISON)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Tommy Battle and Shaundrika Edwards, whose names as Mayor and City Clerk, respectively, of The City of Huntsville, 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 12th day of June, 2025.

Notary Public

THIS INSTRUMENT PREPARED BY:

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

ADOPTED this the 12th day of June, 2025.

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

APPROVED this the 12th day of June, 2025.

Mayor of the City of
Huntsville, Alabama



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: 2025-468

Department: Legal

Subject:

Type of Action: Approval/Action

Ordinance authorizing the vacation of a Utility and Drainage Easement between Lots 1 & 2, Locust Grove Subdivision. (Ratliff)

Ordinance No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: Lot 1 & 2, Locust Grove Subdivision

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

Additional Comments:



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: TMP-5577

Department: Legal

Subject:

Type of Action: Approval/Action

Ordinance authorizing the vacation of a Utility and Drainage Easement between Lots 1 & 2, Locust Grove Subdivision. (Ratliff)

Ordinance No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: Lot 1 & 2, Locust Grove Subdivision

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

Additional Comments:

ORDINANCE NO. 25-_____

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

Section 1. The City Council of the City of Huntsville, Alabama, finds that an application has been presented to the City of Huntsville requesting the vacation of a utility and drainage easement; that the applicant has represented to the City of Huntsville that **Laddy B. Ratliff and Dixie Nell Ratliff**, are the owners of the property across which said easement lies; that said easement, or the portion being vacated, is not presently used and is no longer needed for a public or municipal purpose.

Section 2. Pursuant to the findings in Section 1 hereinabove, the Mayor of the City of Huntsville, Alabama, is hereby authorized, requested and directed to execute a quitclaim deed vacating the easement hereinafter described, said deed being substantially in words and figures as follows, to-wit:

(Space Above Line for Use by Recording Office)

THIS INSTRUMENT PREPARED BY:

W. Graham Burgess
MAYNARD NEXSEN PC
655 Gallatin St. SW
Huntsville, Alabama 35801
(256) 551-0171

QUITCLAIM DEED

THIS QUITCLAIM DEED made and entered into on this 12 day of June, 2025 by and between **CITY OF HUNTSVILLE**, an Alabama municipal corporation, ("Grantor") and **LADDY B. RATLIFF** and **DIXIE NELL RATLIFF** (collectively, "Grantee").

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash and other good and valuable consideration, this day in hand paid to the Grantor by the Grantee, the receipt and sufficiency of all of which is hereby expressly acknowledged by the Grantor, the Grantor has this day remised, released, quitclaimed, conveyed and confirmed and does, by these presents, remise, release, quitclaim, convey and confirm, 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 LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A", AND GRAPHICAL DEPICTION ATTACHED HERETO AS EXHIBIT "B"

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

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

Grantor's Address:	305 Fountain Circle SW, P.O. Box 308, Huntsville, Alabama 35801
Grantee's Address:	222 Green Cove Road, Huntsville, AL 35803-3006
Property Address:	0.03 acres ± situated off Blue Spring Road NW, Huntsville, Alabama 35810
Tax Parcel ID No.	14-01-11-3-001-003.000; and 14-01-11-3-001-003.001 (portion)
Purchase Price:	N/A

[signature page to follow]

IN WITNESS WHEREOF, Grantor has caused this quitclaim to be signed on its behalf by its Mayor and attested by its City Clerk, this the 12 day of June, 2025.

GRANTOR:

CITY OF HUNTSVILLE,
an Alabama municipal corporation

By: _____
Tommy Battle, Mayor

ATTEST:

By: _____
Shaundrika Edwards, City Clerk

STATE OF ALABAMA)

COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for the above County, in said State, hereby certify that **Tommy Battle** and **Shaundrika Edwards**, whose names as Mayor and City Clerk, respectively, of the **CITY OF HUNTSVILLE**, an Alabama municipal corporation, are signed to the foregoing 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 municipal corporation on the day the same bears day.

Given under my hand this the 12 day of June, 2025.

NOTARY PUBLIC
My Commission Expires:

THIS INFORMATION WAS PREPARED SOLELY FROM INFORMATION PROVIDED TO THE PREPARER OF THIS INSTRUMENT WHO CONDUCTED NO TITLE EXAMINATION AND ISSUED NO TITLE OPINION OR TITLE INSURANCE.

Exhibit "A"

Legal Description

BEING A TRACT OF LAND SITUATED IN A PORTION OF LOT 1 AND LOT 2 ACCORDING TO THE PLAT OF LOCUST GROVE SUBDIVISION AS RECORDED IN DOCUMENT NUMBER 20081126000734810 IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 2 BEING A 5/8-INCH REBAR ON THE WESTERLY RIGHT-OF-WAY LINE OF BLUE SPRINGS ROAD;

THENCE NORTH 89 DEGREES 00 MINUTES 37 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 2 A DISTANCE OF 284.75 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2 BEING A 5/8-INCH REBAR;

THENCE NORTH 18 DEGREES 47 MINUTES 41 SECONDS WEST (LEAVING SAID SOUTH LINE OF LOT 2) ALONG THE WESTERLY LINE OF SAID LOT 2 A DISTANCE 10.63 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE RUN NORTH 89 DEGREES 00 MINUTES 37 SECONDS WEST (LEAVING THE WESTERLY LINE OF SAID LOT 2) A DISTANCE OF 6.38 FEET;

THENCE NORTH 1 DEGREE 06 MINUTES 49 SECONDS EAST A DISTANCE 2.95 FEET;

THENCE NORTH 18 DEGREES 47 MINUTES 41 SECONDS WEST A DISTANCE OF 113.06 FEET;

THENCE SOUTH 88 DEGREES 50 MINUTES 49 SECONDS EAST A DISTANCE OF 10.64 FEET;

THENCE SOUTH 18 DEGREES 47 MINUTES 41 SECONDS EAST A DISTANCE OF 116.17 FEET;

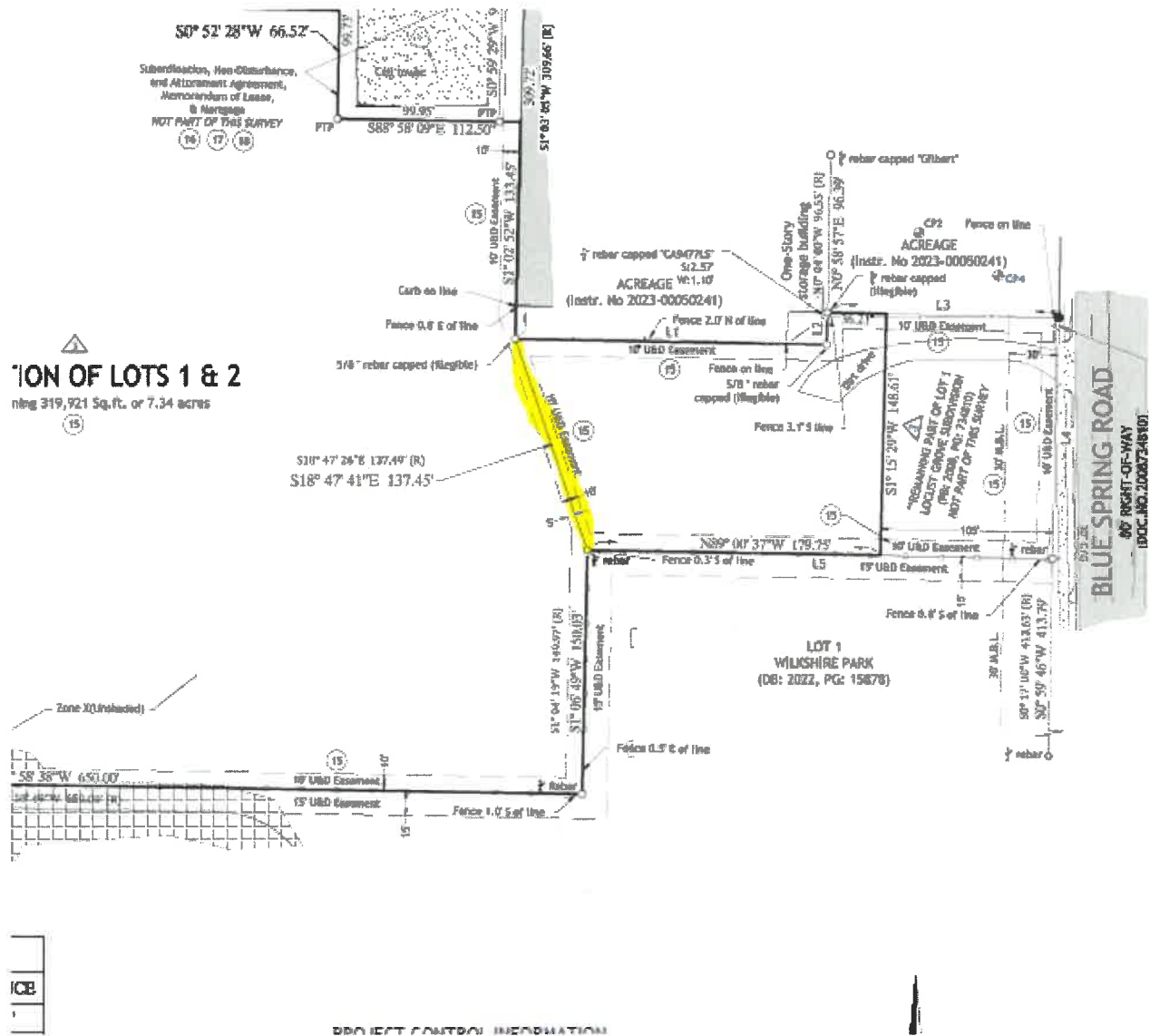
THENCE NORTH 89 DEGREES 00 MINUTES 37 SECONDS WEST A DISTANCE 5.31 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,163 SQUARE FEET OR 0.03 ACRES, MORE OR LESS.

Exhibit "B"

Graphical Depiction

(highlighted in yellow)



ADOPTED this the 12th day of June, 2025.

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

APPROVED this the 12th day of June, 2025.

Mayor of the City of
Huntsville, Alabama



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: 2025-469

Department: Legal

Subject:

Type of Action: Approval/Action

Ordinance authorizing the vacation of a Utility and Drainage Easement between Lots 1 and 2, Leeman Ferry Commercial Subdivision, at Leeman Ferry Circle. (LFSW,LLC)

Ordinance No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: Lots 1 & 2, Leeman Ferry Commercial Subdivision, Leeman Ferry Circle

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

Additional Comments:



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: TMP-5599

Department: Legal

Subject:

Type of Action: Approval/Action

Ordinance authorizing the vacation of a Utility and Drainage Easement between Lots 1 and 2, Leeman Ferry Commercial Subdivision, at Leeman Ferry Circle. (LFSW,LLC)

Ordinance No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: Lots 1 & 2, Leeman Ferry Commercial Subdivision, Leeman Ferry Circle

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

Additional Comments:

ORDINANCE NO. 25-_____

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

Section 1. The City Council of the City of Huntsville, Alabama, finds that an application has been presented to the City of Huntsville requesting the vacation of a utility and drainage easement; that the applicant has represented to the City of Huntsville that **LFSW, LLC**, is the owner of the property across which said easement lies; that said easement, or the portion being vacated, is not presently used and is no longer needed for a public or municipal purpose.

Section 2. Pursuant to the findings in Section 1 hereinabove, the Mayor of the City of Huntsville, Alabama, is hereby authorized, requested and directed to execute quitclaim deeds vacating the easement hereinafter described, said deeds being substantially in words and figures as follows, to-wit:

This Instrument Prepared By:

Matthew R. Harrison
Harrison & Gammons, P.C.
2430 L&N Drive
Huntsville, AL 35801
256-533-7711 (HG)

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 **LFSW, LLC, AN ALABAMA LIMITED LIABILITY COMPANY**, hereinafter referred to as "Grantee", and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, does hereby REMISE, RELEASE, QUITCLAIM AND CONVEY unto the said Grantee, all of the Grantor's right, title, interest and claim in and to the following described real estate situated in the City of Huntsville, County of Madison, State of Alabama, to-wit:

A 10.00 FEET WIDE UTILITY EASEMENT, BEING LOCATED IN LOT 1 OF LEEMAN FERRY COMMERCIAL SUBDIVISION, AS RECORDED IN PLAT BOOK 2024, PAGE 303 IN THE PROBATE OFFICE OF MADISON COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1. THEN SOUTH 89 DEGREES 13 MINUTES 40 SECONDS EAST, 273.37 FEET TO A POINT. THEN SOUTH 01 DEGREES 11 MINUTES 44 SECONDS WEST, 46.04 FEET TO THE POINT OF BEGINNING.

THEN FROM THE POINT OF BEGINNING SOUTH 01 DEGREES 11 MINUTES 44 SECONDS WEST A DISTANCE OF 10.00 FEET TO A POINT.

THEN NORTH 89 DEGREES 07 MINUTES 16 SECONDS WEST A DISTANCE OF 261.11 FEET TO A POINT.

THEN NORTH 04 DEGREES 03 MINUTES 01 SECOND EAST A DISTANCE OF 10.02 FEET TO A POINT.

THEN SOUTH 89 DEGREES 07 MINUTES 16 SECONDS EAST A DISTANCE OF 260.61 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.06 ACRES (2,608.57 SQUARE FEET) MORE OR LESS.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever, all of Grantor's right, title, interest and claim in and to the above described real estate.

[ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Grantor has caused this quitclaim deed to be signed on its behalf by its Mayor, and attested by its City Clerk on this the 12th day of June, 2025.

ATTEST:

GRANTOR:

CITY OF HUNTSVILLE, ALABAMA,
a municipal corporation

By: Shaundrika Edwards
Its: City Clerk

By: Tommy Battle
Its: 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 SHAUNDRIKA EDWARDS, whose names as Mayor and City Clerk, 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 the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said municipality on the day the same bears date.

Given under my hand and official seal this the 12th day of June, 2025.

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 Transfer: _____, 2025
Grantor's Address: 308 Fountain Circle, Huntsville, AL 35801
Grantee's Address: 525 Madison Street, Suite 200, Huntsville, AL 35801
Property Address: Vacation of easement along West Side Leeman Circle S, Huntsville, AL 35801
Purchase Price: \$0 – Nominal value for vacation of easement

This Instrument Prepared By:
Matthew R. Harrison
Harrison & Gammons, P.C.
2430 L&N Drive
Huntsville, AL 35801
256-533-7711 (HG)

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 **LFSW, LLC, AN ALABAMA LIMITED LIABILITY COMPANY**, hereinafter referred to as "Grantee", and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, does hereby REMISE, RELEASE, QUITCLAIM AND CONVEY unto the said Grantee, all of the Grantor's right, title, interest and claim in and to the following described real estate situated in the City of Huntsville, County of Madison, State of Alabama, to-wit:

A 10.00 FEET WIDE UTILITY EASEMENT, BEING LOCATED IN LOT 1 OF LEEMAN FERRY COMMERCIAL SUBDIVISION, AS RECORDED IN PLAT BOOK 2024, PAGE 303 IN THE PROBATE OFFICE OF MADISON COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1. THEN SOUTH 89 DEGREES 13 MINUTES 40 SECONDS EAST, 343.37 FEET TO A POINT. THEN SOUTH 01 DEGREES 11 MINUTES 44 SECONDS WEST, 46.10 FEET TO THE POINT OF BEGINNING.

THEN SOUTH 89 DEGREES 07 MINUTES 16" EAST A DISTANCE OF 237.34 FEET TO A POINT.

THEN SOUTH 01 DEGREE 11 MINUTES 44 SECONDS WEST A DISTANCE OF 10.00 FEET TO A POINT.

THEN NORTH 89 DEGREES 07 MINUTES 16 SECONDS WEST A DISTANCE OF 237.34 FEET TO A POINT.

THEN NORTH 01 DEGREE 11 MINUTES 44 SECONDS EAST A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.05 ACRES (2,373.38 SQUARE FEET) MORE OR LESS.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever, all of Grantor's right, title, interest and claim in and to the above described real estate.

[ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Grantor has caused this quitclaim deed to be signed on its behalf by its Mayor, and attested by its City Clerk on this the 12th day of June, 2025.

ATTEST:

GRANTOR:

CITY OF HUNTSVILLE, ALABAMA,
a municipal corporation

By: Shaundrika Edwards
Its: City Clerk

By: Tommy Battle
Its: 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 SHAUNDRIKA EDWARDS, whose names as Mayor and City Clerk, 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 the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said municipality on the day the same bears date.

Given under my hand and official seal this the 12th day of June, 2025.

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 Transfer: _____, 2025
Grantor's Address: 308 Fountain Circle, Huntsville, AL 35801
Grantee's Address: 525 Madison Street, Suite 200, Huntsville, AL 35801
Property Address: Vacation of easement along East Side Leeman Circle S, Huntsville, AL 35801
Purchase Price: \$0 – Nominal value for vacation of easement

ADOPTED this the 12th day of June, 2025.

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

APPROVED this the 12th day of June, 2025.

Mayor of the City of
Huntsville, Alabama



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: 2025-470

Department: Legal

Subject:

Type of Action: Approval/Action

Ordinance authorizing the vacation of a Utility and Drainage Easement, Tract 2, Ashley Park Phase 2 Subdivision. (CITI Capital Holding)

Ordinance No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: Tract 2, Ashley Park Phase 2 Subdivision

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

Additional Comments:



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: TMP-5607

Department: Legal

Subject:

Type of Action: Approval/Action

Ordinance authorizing the vacation of a Utility and Drainage Easement, Tract 2, Ashley Park Phase 2 Subdivision. (CITI Capital Holding)

Ordinance No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: Tract 2, Ashley Park Phase 2 Subdivision

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

Additional Comments:

ORDINANCE NO. 25-_____

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

Section 1. The City Council of the City of Huntsville, Alabama, finds that an application has been presented to the City of Huntsville requesting the vacation of a utility and drainage easement; that the applicant has represented to the City of Huntsville that **CITI CAPITAL HOLDING, LLC**, is the owner of the property across which said easement lies; that said easement, or the portion being vacated, is not presently used and is no longer needed for a public or municipal purpose.

Section 2. Pursuant to the findings in Section 1 hereinabove, the Mayor of the City of Huntsville, Alabama, is hereby authorized, requested and directed to execute a quitclaim deed vacating the easement hereinafter described, said deed being substantially in words and figures as follows, to-wit:

STATE OF ALABAMA

COUNTY OF MADISON

QUITCLAIM DEED

THIS INDENTURE MADE AND ENTERED into on this the 12th day of June, 2025, by and between **CITY OF HUNTSVILLE, a municipal corporation within the State of Alabama**, hereinafter referred to as "Party of the First Part" and **CITI CAPITAL HOLDING, LLC, a Nevada limited liability company**, hereinafter referred to as "Party of the Second Part".

WITNESSETH

THAT FOR AND IN CONSIDERATION of the sum of Ten and no/100 (\$10.00) Dollars and other good and valuable considerations to the Party of the First Part in hand paid by the Party of the Second Part, the receipt of which is hereby acknowledged, the Party of the First Part does hereby remise, release, quitclaim and convey unto the said Party of the Second Part, all of its right, title, interest, claim and demand which it may have in and to the following described property in the City of Huntsville, County of Madison, State of Alabama, to-wit:

SEE ATTACHED EXHIBITS "A" AND "B" AND BY REFERENCE MADE A PART HEREOF.

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 deed to be signed in its behalf by Tommy Battle, as Mayor of the City of Huntsville, a municipal corporation within the State of Alabama, and attested by its City Clerk, Shaundrika Edwards, on the day and year hereinabove first written.

CITY OF HUNTSVILLE, ALABAMA,
a municipal corporation

By: Tommy Battle
Its: Mayor

ATTEST:

By: Shaundrika Edwards
Its: City Clerk

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 SHAUNDRIKA EDWARDS, whose names as Mayor and City Clerk, 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 said 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 seal this the 12th day of June, 2025.

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 Transfer: _____, 2025
Grantor's Address: 308 Fountain Circle, Huntsville, AL 35801
Grantee's Address: 4730 S Fort Apache Road, Ste 300, Las Vegas, NV 89147
Property Address: Vacation of easement at 0 Stringfield Road NW, Huntsville AL 35806
(Section 17, Township 33 South, Range 1 West)
Purchase Price: \$0 – Nominal value 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 prepared by:
Michael E. Brodowski
Brodowski, McCurry, Miller & Hoekenschnieder
415A Church Street NW, Suite 200
Huntsville, AL 35801
(256) 534-4571

h:\brodowski, alex\citi capital holdings, llc\ashley park phase 2\deed-city.of.hsv.vacate.eeasement.doc (db)

STATE OF ALABAMA)
MADISON COUNTY)


10' PUBLIC UTILITY AND DRAINAGE EASEMENT VACATION

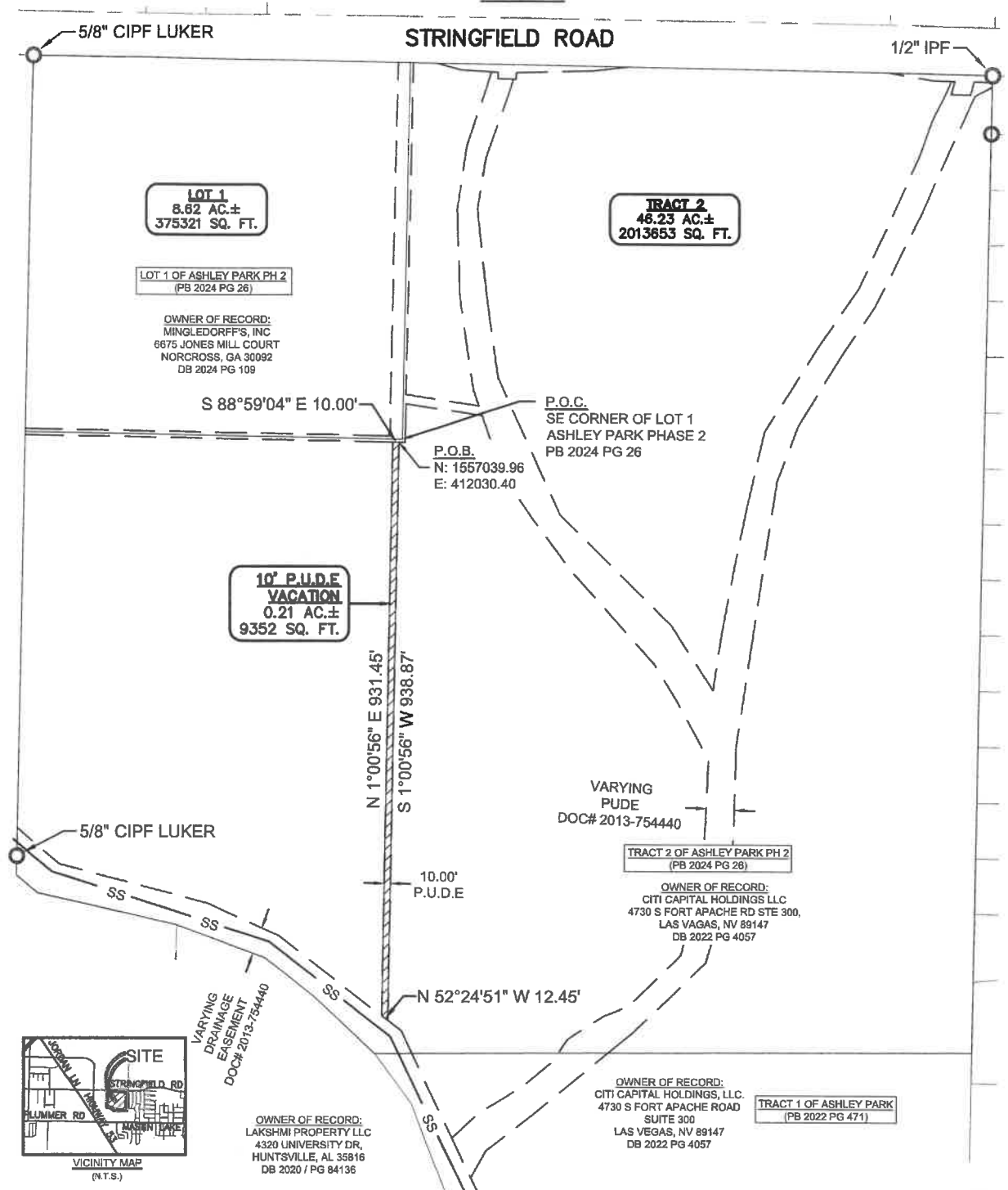
A PARCEL OF LAND LOCATED IN THE WEST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 1 WEST OF MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8" CAPPED IRON PIN (2TP) MARKING THE SOUTHEAST CORNER OF LOT 1 OF THE MINOR PLAT OF ASHLEY PARK PHASE 2 AS RECORDED IN PLAT BOOK PLAT BOOK 2024 PAGE 26, IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA; THENCE NORTH 88 DEGREES 57 MINUTES 27 SECONDS WEST, 5.32 FEET TO A POINT; THENCE SOUTH 01 DEGREE 00 MINUTES 56 SECONDS WEST, 5.00 FEET TO THE POINT OF BEGINNING AND HAVING STATE PLANE COORDINATES (EAST ZONE, NAD '83) OF NORTH: 1,557,039.96', EAST: 412,030.40';

THENCE, FROM THE POINT OF BEGINNING, SOUTH 01 DEGREE 00 MINUTES 56 SECONDS WEST, 938.87 FEET TO A POINT; THENCE NORTH 52 DEGREES 24 MINUTES 51 SECONDS WEST, 12.45 FEET TO A POINT; THENCE NORTH 01 DEGREE 00 MINUTES 56 SECONDS EAST, 931.45 FEET TO A POINT; THENCE SOUTH 88 DEGREES 59 MINUTES 04 SECONDS EAST FOR 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.21 ACRES (9,352 SQUARE FEET), MORE OR LESS.

DRAWN BY: NVS & JCB	EASEMENT VACATION	
FIELD CREW: BJ	ASHLEY PARK PHASE 2	
FIELD DATE: 12.07.23	(PB 2024 PG 26)	
OFFICE DATE: 04.03.25	CITY OF HUNTSVILLE, ALABAMA	
CHECKED BY: ASM	SECTION 17, TOWNSHIP 3 SOUTH, RANGE 1 WEST	
SHEET: 1 OF 2		
JOB NO: 22-034		

**LEGEND**

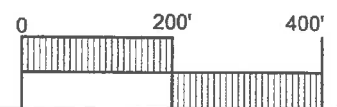
- PROPERTY CORNER FOUND
- PROPERTY CORNER SET (PLS 35345)
- SUBJECT PROPERTY LINE
- ADJOINER PROPERTY LINE

GENERAL NOTES:

1. NORTH ARROW AND COORDINATES AS SHOWN HEREON ARE BASED ON ALABAMA STATE PLANE COORDINATE SYSTEM EAST ZONE, NAD '83.
2. ALL MEASUREMENTS SHOWN ARE TO U.S. STANDARDS.
3. SOURCES OF INFORMATION: DB 2022 PG 4075 VESTING DEED
PB 2025 PG 38 ASHLEY PARK
PB 2024 PG 26 ASHLEY PARK PHASE 2

ABBREVIATIONS

- CIPF CAPPED IRON PIN FOUND
- ESMNT EASEMENT
- IPF IRON PIN FOUND
- PUDE PUBLIC UTILITY & DRAINAGE EASEMENT
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT



DRAWN BY: NVS & JCB
FIELD CREW: BJ
FIELD DATE: 12.07.23
OFFICE DATE: 04.03.25
CHECKED BY: ASM
SHEET: 2 OF 2
JOB NO: 22-034

EASEMENT VACATION

ASHLEY PARK PHASE 2 (PB 2024 PG 26)

CITY OF HUNTSVILLE, ALABAMA

SECTION 17, TOWNSHIP 3 SOUTH, RANGE 1 WEST

ADOPTED this the 12th day of June, 2025.

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

APPROVED this the 12th day of June, 2025.

Mayor of the City of
Huntsville, Alabama



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: 2025-471

Department: Legal

Subject:

Type of Action: Approval/Action

Resolution authorizing the acceptance of a Public Utility and Drainage Easement from WaterWalk Huntsville, LLC, to serve Lot 1E, Perimeter Corporate Park.

Resolution No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: Lot 1E, Perimeter Corporate Park

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

Additional Comments:



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: TMP-5609

Department: Legal

Subject:

Type of Action: Approval/Action

Resolution authorizing the acceptance of a Public Utility and Drainage Easement from WaterWalk Huntsville, LLC, to serve Lot 1E, Perimeter Corporate Park.

Resolution No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: Lot 1E, Perimeter Corporate Park

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

Additional Comments:

RESOLUTION NO. 25-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to accept that certain Utility and Drainage Easement Deed, by and between WaterWalk Huntsville, LLC, a Delaware limited liability company, as the Grantor, and the City of Huntsville, an Alabama municipal corporation, as the Grantee, for donation by Grantor to the City of Huntsville for that certain tract of land located in Lot 1E, Perimeter Corporate Park Resurvey No. 2, as recorded in Map Book 36, Page 19, Probate Records of Madison County, Alabama (the “Property”); and

BE IT FURTHER RESOLVED THAT the City of Huntsville, Alabama, hereby accepts donation of the Property, attached hereto and identified as “Utility and Drainage Easement,” consisting of seven (7) pages, including exhibits, and containing the date of November 10, 2024, appearing on the First Page, and the Mayor is hereby directed and authorized to have said Utility and Drainage recorded in the Probate Records of Madison County, an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 12th day of June, 2025.

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

APPROVED this the 12th day of June, 2025.

Mayor of the City of Huntsville, Alabama

**STATE OF MARYLAND
COUNTY OF HOWARD**

UTILITY AND DRAINAGE EASEMENT

THIS CONVEYANCE is made and entered into on this the 10th day of November, 2024, by and between, WaterWalk Huntsville LLC, a Delaware limited liability company, as Grantor, and the **CITY OF HUNTSVILLE, a municipal corporation within the State of Alabama**, as Grantee.

WITNESSETH: That the Grantor for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable considerations to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has this day given, granted, bargained, sold and conveyed and does by these presents give, grant, bargain, sell and convey unto the said Grantee, its successors and assigns, a perpetual easement for utilities, drainage and sanitary sewer on, over, along, across, under and through the lands of the Grantor situated in the City of Huntsville, County of Madison, Alabama, particularly described as follows:

1. A 20-foot-wide Public Utility and Drainage Easement being a portion of Lot 1E, Perimeter Corporate Park Resurvey No. 2, as recorded in Map Book 36, Page 19 in the Probate Records of Madison County, Alabama, being more particularly described as follows:

Commence at the Westernmost corner of Lot 1E, Perimeter Corporate Park Resurvey No. 2, as recorded in Map Book 36, Page 19 in the Probate Records of Madison County, Alabama, said point also being the Northernmost corner of Lot 1D, Perimeter Corporate Park Resurvey No. 2, and lying on the Easterly right-of-way line of Perimeter Parkway; thence South 47°48'44" East along the Southwesterly line of said Lot 1E and the Northeasterly Line of said Lot 1D a distance of 133.72 feet to a point; thence North 42°11'16" East a distance of 5.00 feet to a point on the Northwesterly line of an existing 5 foot wide Utility and Drainage Easement, said point being the Point of Beginning of a 20 foot wide Utility and Drainage Easement lying 10.00 feet to each side of, abutting and parallel

to the following described centerline: thence North 00°17'18" West a distance of 352.69 feet to a point; thence North 81°15'33" West a distance of 6.91 feet to a point on the Easterly line of an existing 5 foot wide Utility and Drainage Easement, said point being the Point of Ending of this easement.

Said easement area is generally depicted on Exhibit A attached hereto.

AND

2. A Public Utility and Drainage Easement, varying in width, and being a portion of Lot 1E, Perimeter Corporate Park Resurvey No. 2, as recorded in Map Book 36, Page 19 in the Probate Records of Madison County, Alabama, being more particularly described as follows:

Commence at the Westernmost corner of Lot 1E, Perimeter Corporate Park Resurvey No. 2, as recorded in Map Book 36, Page 19 in the Probate Records of Madison County, Alabama, said point also being the Northernmost corner of Lot 1D, Perimeter Corporate Park Resurvey No. 2, and lying on the Easterly right-of-way line of Perimeter Parkway; thence South 47°48'44" East along the Southwesterly line of said Lot 1E and the Northeasterly Line of said Lot 1D a distance of 4.14 feet to a point; thence North 42°11'16" East a distance of 5.00 feet to a point on the Northeasterly line of an existing 5 foot Utility and Drainage Easement, said point being the Point of Beginning of the easement described herein; thence South 47°48'44" East along the Northeasterly line of said easement a distance of 5.09 feet to a point on a curve to the left having a radius of 621.97 feet, a central angle of 29°01'29", and a chord Bearing and distance of North 16°55'42" East, 311.72 feet; thence in a Northeasterly direction along the arc of said curve a distance of 315.08 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve North 2°24'57" East a distance of 59.42 feet to a point; thence North 87°35'03" West a distance of 2.00 feet to a point; thence North 2°24'57" East a distance of 59.41 feet to the P.C. (point of curve) of a curve to the right having a radius of 227.00 feet, a central angle of 36°15'59", and a chord bearing and distance of North 20°32'56" East, 141.30 feet; thence in a Northeasterly direction along the arc of said curve a distance of 143.68 feet to a point; thence North 66°25'28" East a distance of 25.66 feet to a point on a curve to the left having a radius of 20.00 feet, a central angle of 74°21'28", and a chord bearing and distance of South 76°46'45" West, 24.17 feet; said point also lying on an existing 5 foot Utility and Drainage Easement; thence in a Northwesterly, Westerly and Southwesterly direction along the arc of said curve and said existing easement a distance of 25.96 feet to the P.C.C. (point of compound curve) of a curve to the left having a radius of 230.00 feet, a central angle of 37°11'04", and a chord bearing and distance of South 21°00'29" West, 146.66 feet; thence in a Southwesterly direction along the arc of said curve and said existing easement a distance of 149.27 feet to the P.T. (point of tangent) of said curve; thence South 2°24'57" West tangent to said curve and along said existing easement a distance of 118.83 feet to the P.C. (point of curve) of a curve to the right having a radius of 616.97 feet, a central angle of 28°56'10", and a chord bearing and distance of South 16°53'02" West, 308.29 feet;

thence in a Southwesterly direction along the arc of said curve and said existing easement a distance of 311.59 feet to the Point of Beginning.

Said easement area is generally depicted on Exhibit B attached hereto.

for the establishment, construction, installation, maintenance, repair, operation, use, replacement; relocating, upgrading, changing the size of and/or removal, at all or any time(s), of such improvements, facilities, equipment, fixtures, and appurtenances as may be necessary for the provision of electricity, telephone, cable television, communication and information services, water, gas, sanitary sewer and storm drainage, and any and all utilities together with the unimpaired right of entry and re-entry from time to time as occasion may require; the right to control, channel and/or discharge stormwater; the right to maintain said easement granted clear of trees, undergrowth and brush; and other purposes not inconsistent with the rights herein granted, with all the rights and privileges necessary or convenient for the full enjoyment and use thereof, for all the purposes above stated.

TO HAVE AND TO HOLD the above-described rights, privileges, and easement unto the City of Huntsville, a municipal corporation, and to its successors and assigns, forever.

Grantor shall retain the right to use the surface of said easements for any purpose, so long as said use does not interfere with the installation and maintenance of the underground public utility and drainage facilities and so long as no building(s) are erected within the easement area.

Grantor does hereby covenant with and represent unto Grantee, its successors and assigns, (a) that Grantor is lawfully seized in fee of the above-described tract(s) or parcel(s) of land which underlies the herein-conveyed easement, (b) that the herein-conveyed easement is free of encumbrances except for ad valorem taxes, easements, rights of way and restrictions of record, and (c) that Grantor will warrant and defend the title to the herein-conveyed easement unto Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, said Grantor, by its Chief Financial Officer, James A. Mrha, who is authorized to execute this conveyance, has hereunto set its hand and seal on the day and year first written.

GRANTOR:

WaterWalk Huntsville LLC
A Delaware limited liability company

By: *James A. Mrha*
James A. Mrha
Chief Financial Officer

STATE OF MARYLAND)
COUNTY OF HOWARD)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James A. Mrha, whose name is signed to the foregoing conveyance, as Chief Financial Officer of WaterWalk Huntsville LLC and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance s/he, as such Chief Financial Officer and with full authority, executed the same voluntarily for and as the act of said WaterWalk Huntsville LLC on the day the same bears date.

Given under my hand and official seal on the 10th day of November, 2024.

My Appointment Expires: 02/28/2028

Jae Sin Chung, Notary Public for the State of Maryland

THIS INSTRUMENT PREPARED BY:
Jeremy Graber
Foulston Siefkin LLP
822 S. Kansas Ave., Suite 200
Topeka, KS 66612

JAE SIN CHUNG
Notary Public - State of Maryland
Montgomery County
My Commission Expires Feb 28, 2028

LENDER'S ACKNOWLEDGEMENT AND CONSENT

The undersigned Fidelity Bank, N.A. ("Lender") hereby acknowledges and consents to the foregoing easements set forth in the Utility and Drainage Easement between WaterWalk Huntsville LLC, a Delaware limited liability company, as Grantor, and the City of Huntsville, Alabama, a municipal corporation within the State of Alabama, as Grantee and consents to the same.

IN WITNESS WHEREOF, the Lender has caused this consent to be executed on the 14th day of November, 2024.

"Lender"

Fidelity Bank, N.A.

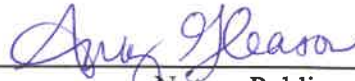
By: 

Rory Laisle, EVP
Director of CRE Lending

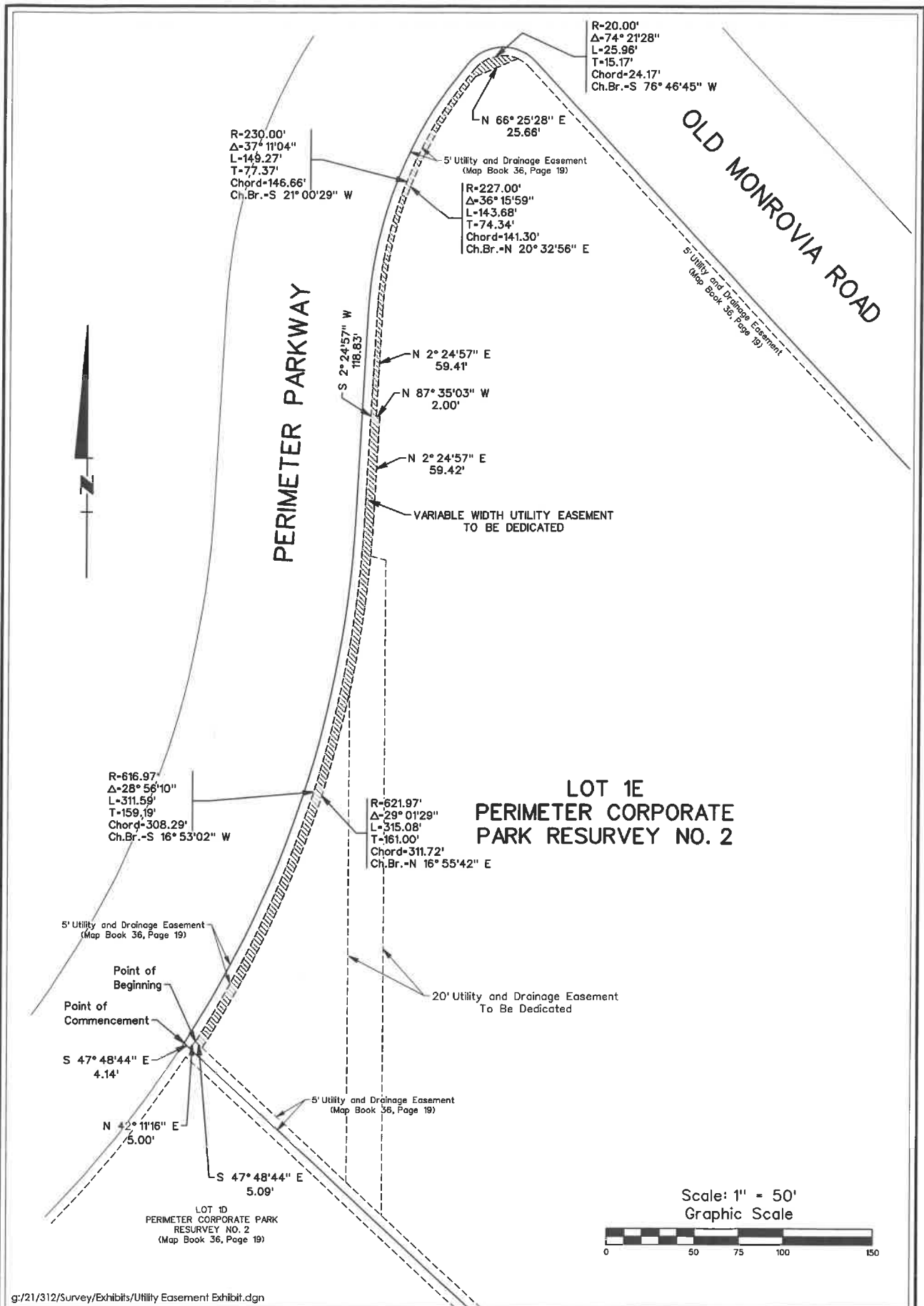
STATE OF OKLAHOMA)
) ss
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this 14th day of November, 2024, by Rory Laisle, Executive Vice President and Director of Commercial Real Estate Lending, of Fidelity Bank, N.A. as Lender.




Notary Public

My Appointment Expires: 6/30/25



g:/21/312/Survey/Exhibits/Utility Easement Exhibit.dgn

WATERWALK HOTEL UTILITY EASEMENT EXHIBIT

DATE: MAY 3, 2022

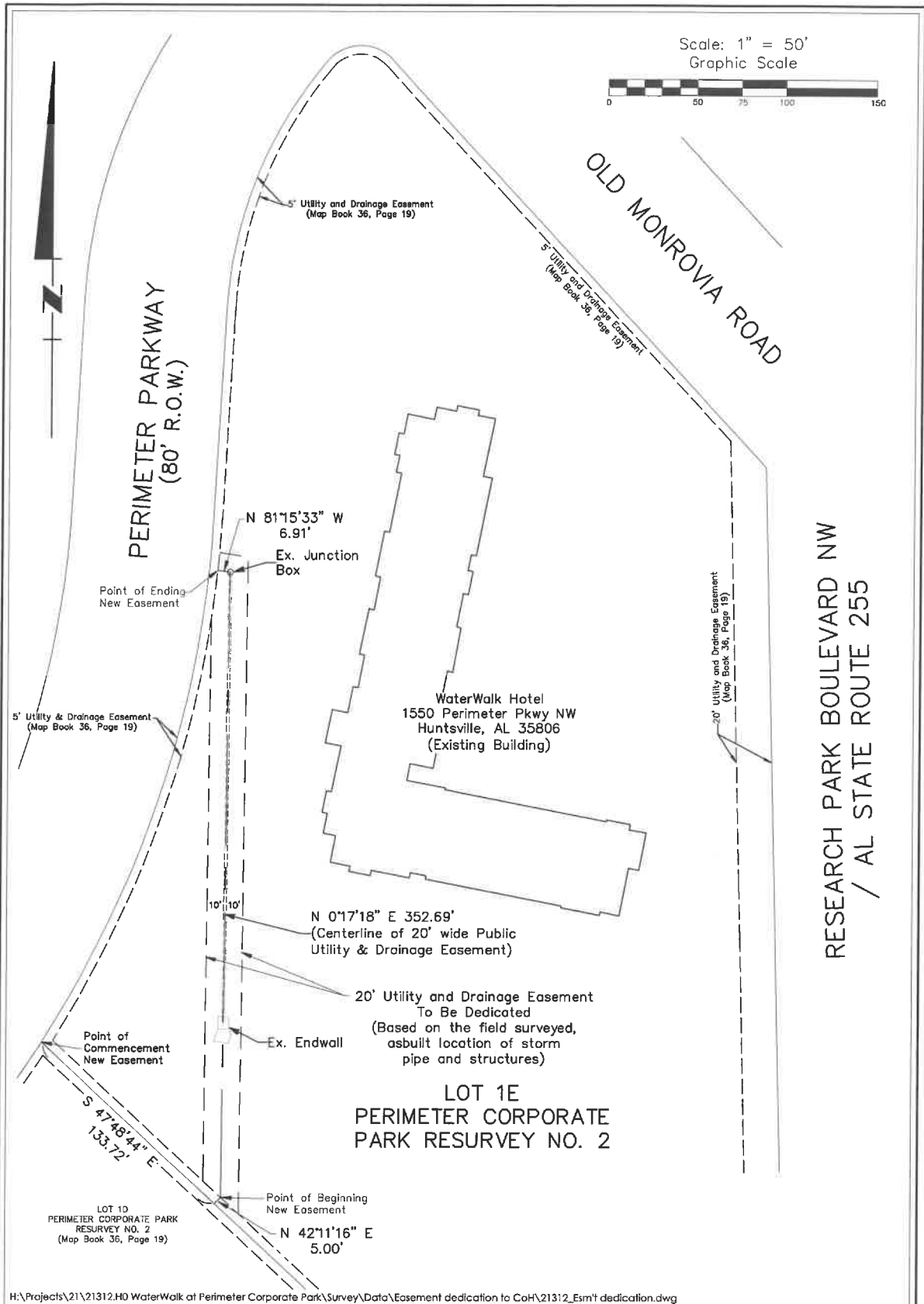
Civil Engineering | Land Surveying | Landscape Architecture
Environmental | Water Resources | Lower Scanning & Modeling

SCHÖEL

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WATERWALK HOTEL EASEMENT EXHIBIT

DATE: JUNE 23, 2022

Revised September 9, 2024 (per asb. location of storm) WHG





Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: 2025-447

Department: City Council

Subject:

Type of Action: Introduction

Ordinance to name the property located between North Rose Drive, South Rose Drive, Pine Avenue and 9th Avenue as "Westlawn Park."

Ordinance No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: North Rose Drive, South Rose Drive, Pine Avenue and 9th Avenue

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

Additional Comments:



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/22/2025

File ID: 2025-447

Department: City Clerk

Subject:

Type of Action: Introduction

Introduction of an Ordinance to name the property located between North Rose Drive, South Rose Drive, Pine Avenue and 9th Avenue as "Westlawn Park."

Ordinance No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: North Rose Drive, South Rose Drive, Pine Avenue and 9th Avenue

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

Additional Comments:

ORDINANCE NO. 25-_____

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

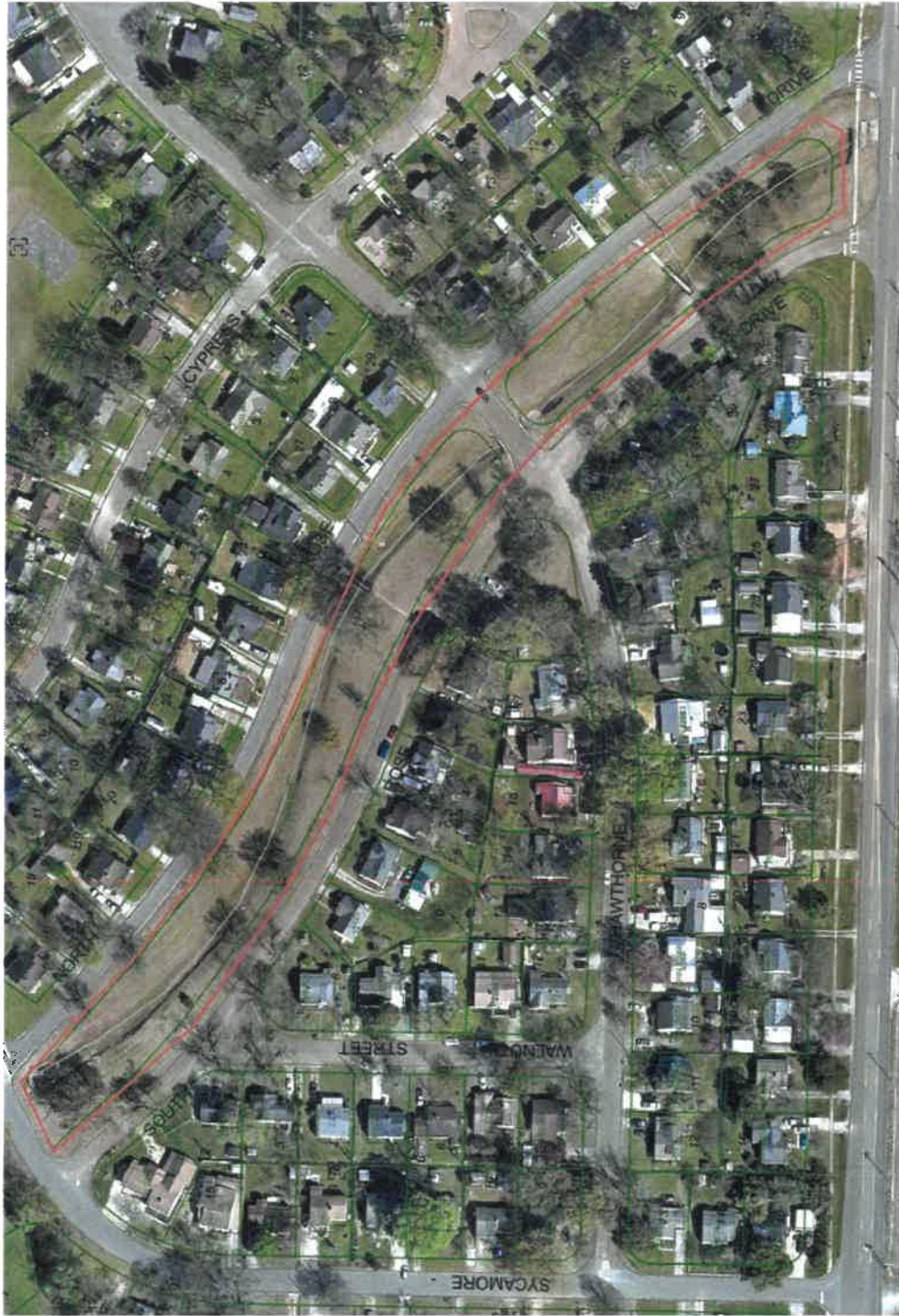
That the portion of real property generally bounded by North Rose Drive, South Rose Drive, Pine Avenue and 9th Avenue, in Huntsville, Alabama, (see final plat of West Lawn Subdivision, recorded in Plat Book 1, at Page 185, of the Real Estate Records of the Probate Judge of Madison County, Alabama), will be hereafter known as “Westlawn Park.”

ADOPTED this the _____ day of _____, 2025.

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

APPROVED this the _____ day of _____, 2025.

Mayor of the City of
Huntsville, Alabama





Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: 2025-448

Department: ITS

Subject:

Type of Action: Introduction

Ordinance declaring certain property surplus and to be donated to Calhoun College.

Ordinance No.

Finance Information:

Account Number: N/A

City Cost Amount: \$ 0.00

Total Cost: \$ 0.00

Special Circumstances:

Grant Funded: \$ 0.00

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address:

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

Additional Comments:

Donation of surplus IT equipment to Calhoun College.



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/22/2025

File ID: TMP-5520

Department: ITS

Subject:

Type of Action: Introduction

Introduction of Ordinance declaring certain property surplus and to be donated to Calhoun College.

Ordinance No.

Finance Information:

Account Number: N/A

City Cost Amount: \$ 0.00

Total Cost: \$ 0.00

Special Circumstances:

Grant Funded: \$ 0.00

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address:

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

Additional Comments:

Donation of surplus IT equipment to Calhoun College.

ORDINANCE NO. 25-____

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:

MODEL	ASSET TAG	
Cisco Catalyst 3560-24PS	06727	
	05958	CAT1115ZL0L
	MLREC01	
Cisco Catalyst 2960S-48FPS	12080	FOC1629X460
	HCS2960S	
Cisco Catalyst 2960X-24PS	10971	FCW2124B4QJ
Cisco Catalyst 3750G-24PS	11288	
	06214	5L47B3
	07312	FDO1324X0AR
	07316	FDO1324X0AV
Cisco Catalyst 3750G-12S-E	347189	FCZ1424700H
	11041	CAT0820Z07W
Cisco VG-248	344340	SAD090600G5
Cisco 2800 Series Router	04699	FTX0927W29X
Cisco Catalyst 3560-48PS	04695	CAT0920K1VL
ATA186	05398	
ATA187	09522	FCH1611BAVB

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 donate above surplus IT equipment to Calhoun College.

ADOPTED this the ____ day of May, 2025.

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

APPROVED this the ____ day of May, 2025.

Mayor of the City of Huntsville
Huntsville, Alabama



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: 2025-449

Department: Urban Development

Subject:

Type of Action: Introduction

Ordinance amending certain sections of Chapter 21, Article II, Division 9 (Rates) of the Code of Ordinances of the City of Huntsville, Alabama

Ordinance No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address:

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

Additional Comments:



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/22/2025

File ID: TMP-5559

Department: Urban Development

Subject:

Type of Action: Introduction

Introduction of an Ordinance amending certain sections of Chapter 21, Article II, Division 9 (Rates) of the Code of Ordinances of the City of Huntsville, Alabama

Ordinance No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address:

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

Additional Comments:

ORDINANCE NO. 25 - _____

BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, that the Code of Ordinances of the City of Huntsville, Alabama, (hereinafter referred to as “City Code”) is amended as follows:

Section 1. City Code Chapter 21, Article II, Division 9, Section 21-271 is hereby amended to read as follows:

Sec. 21-271. Definitions.

The following words, terms, and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Bill means water and sewer charges.

Billing period means the period intervening between monthly readings of meters forming a part of the water system or installed pursuant to the provisions of this article.

Establishment means any premises used for residential, commercial, or industrial, religious, charitable or any other purposes of whatsoever kind or character.

Major industrial means users discharging 100,000,000 gallons or more of effluent per year.

Other means hotels, motels, multifamily, general commercial, retail, some industrial users, and, for the purpose of establishing sewer service charges under section 21-275, any single-family residence served by more than a single water meter.

Sanitary sewer system means the sanitary sewer system of the city.

Single-family residence means the space provided for the occupancy of a single-family, i.e., including separate living quarters and kitchen, and which is served by a single water meter. For purposes of establishing sewer service charges under section 21-278, this definition shall not include a premise served by more than a single water meter.

Section 2. City Code Chapter 21, Article II, Division 9, Section 21-273 is hereby amended to read as follows:

Sec. 21-273. Sewer Service Charges.

There are hereby established monthly charges for sanitary sewer service to each establishment which is served by a water meter which discharges into the sanitary sewer system of the city, said charges being based upon the monthly consumption of water by each establishment, or where discharge is made into said system from a source other than

the city water system, then the combination of the two, subject to the charges hereinafter established, as follows:

Effective Date	Usage Per Gallons	Single Family	Other	Major Industrial
9-1-2025	1,000	\$5.83	\$6.86	\$5.69
9-1-2026	1,000	\$6.08	\$7.15	\$5.93
9-1-2027	1,000	\$6.33	\$7.45	\$6.18
9-1-2028	1,000	\$6.58	\$7.74	\$6.42
9-1-2029	1,000	\$6.83	\$8.04	\$6.67
9-1-2030	1,000	\$7.03	\$8.27	\$6.86
9-1-2031	1,000	\$7.23	\$8.51	\$7.06
9-1-2032	1,000	\$7.43	\$8.74	\$7.25
9-1-2033	1,000	\$7.63	\$8.98	\$7.45
9-1-2034	1,000	\$7.83	\$9.21	\$7.64

Section 3. City Code Chapter 21, Article II, Division 9, Section 21-274 is hereby amended to read as follows:

Sec. 21-274. Grease and septic tank charges.

There are hereby established the following charges for the treatment of grease or septage delivered or deposited by grease or septic haulers at the appropriate designated wastewater treatment facility, as designated by the director of the water pollution control department of the city:

For grease or septage delivered or deposited from locations within the corporate limits of the City of Huntsville: \$250.00 per 1,000 gallons.

For grease or septage delivered or deposited from locations within the unincorporated areas of Madison County: \$350.00 per 1,000 gallons.

No grease or septage will be accepted from locations outside of the corporate limits of the City of Huntsville or the unincorporated areas of Madison County. No leachate or other landfill discharge waste shall be accepted.

Section 4. **Severability.** The severability provisions of section 1-8 of the City Code shall apply to this ordinance.

Section 5. **Effective Date.** This ordinance shall become effective upon its adoption and publication.

ADOPTED this the _____ day of _____, 2025.

President of the City Council
of Huntsville, Alabama

APPROVED this the _____ day of _____, 2025.

Mayor of the City of
Huntsville, Alabama



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: 2025-506

Department: Planning

Subject:

Type of Action: Approval/Action

Resolution to set a public hearing on an ordinance amending Zoning Ordinance Article 3 - Definitions Section 3.1 - Interpretation, to modify and add definitions; Article 73 - Supplementary Regulations and Modifications, Section 73.1.1, Subsections (1) and (2) to modify definitions and requirements; and to add Article 78 - Community Homes; and the introduction of an Ordinance pertaining to the same. (Set May 22, 2025 Regular Council Meeting)

Resolution No.

Ordinance No.

Does this item need to be published? Yes

If yes, please list preferred date(s) of publication: Resolution: 4/23/25 & 4/30/25, Ordinance: 5/28/25

Finance Information:

Account Number: N/A

City Cost Amount: \$

Total Cost: \$

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: Recommended by Planning Commission



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/10/2025

File ID: TMP-5399

Department: Planning

Subject:

Type of Action: Approval/Action

Resolution to set a public hearing on an ordinance amending Zoning Ordinance Article 3 - Definitions Section 3.1 - Interpretation, to modify and add definitions; Article 73 - Supplementary Regulations and Modifications, Section 73.1.1, Subsections (1) and (2) to modify definitions and requirements; and to add Article 78 - Community Homes; and the introduction of an Ordinance pertaining to the same. (Set May 22, 2025 Regular Council Meeting)

Resolution No.

Ordinance No.

Does this item need to be published? Yes

If yes, please list preferred date(s) of publication: Resolution: 4/23/25 & 4/30/25, Ordinance: 5/28/25

Finance Information:

Account Number: N/A

City Cost Amount: \$

Total Cost: \$

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: Recommended by Planning Commission

RESOLUTION NO. 25-

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 3 – DEFINITIONS Section 3.1 – Interpretation, to modify and add definitions; ARTICLE 73 - SUPPLEMENTARY REGULATIONS AND MODIFICATIONS, Section 73.1.1, Subsections (1) and (2) to modify definitions and requirements; and to add ARTICLE 78 – COMMUNITY HOMES.
- (2) The first publication of this resolution, this synopsis, and the ordinance hereinafter set out at length shall be in the Speakin' Out News on the 23rd day of April, 2025, and the second publication shall be one week thereafter on the 30th day of April, 2025, 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 22nd day of May, 2025, in the Council Chambers of the City of Huntsville Administration Building at 305 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. 25-_____, which is introduced by the City Council of the City of Huntsville on the 10th day of April, 2025, 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. 25-

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

The public welfare requiring it, and under authority granted by Section 11-52-78 of the Code of Ala. 1975, 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, ("Zoning Ordinance") is hereby further amended as follows:

Section 1. Amend Zoning Ordinance ARTICLE 3 - DEFINITIONS, Section 3.1 – Interpretation, to modify the following definitions to read as follows:

Boarding House – A boarding house is a building, other than a hotel, motel, or bed and breakfast, where, for compensation, individual rooms and board (meals) are provided by a resident or non-resident landlord/operator for up to ten (10) transient or non-transient, related or unrelated individuals, and in which the boarders share common areas, and where the landlord/operator may supply some services such as laundry and cleaning services.

Family -- A family consists of:

- (i) An individual living alone as a single housekeeping unit;
- (ii) Any number of related individuals who are connected by the following established and verifiable relations: blood within the fourth degree of consanguinity (first cousins), marriage, adoption, foster care, or guardianship, and who are living together as a single housekeeping unit;
- (iii) Two unrelated individuals in a domestic relationship who have made a commitment to share their lives and where each party is responsible for the basic material needs of the other, along with their respective relations who are connected by the following established and verifiable relations: blood within the fourth degree of consanguinity, marriage, adoption, foster care, or guardianship, and who are living together as a single housekeeping unit; or
- (iii) Up to four unrelated individuals living together as a single housekeeping unit.

Rooming House – A rooming house is a building where, for compensation, individual rooms are provided by a resident or non-resident landlord/operator for up to ten (10)

transient or non-transient, related or unrelated individuals, and in which the roomers share common areas, and where the landlord/operator may supply some services such as laundry and cleaning services.

Transient – The term transient means an individual or family who is temporarily boarding, rooming, lodging, or otherwise staying in a place for a period of less than 180 continuous days. Where there is a legal arrangement, including a lease, that purports to have a term of 180 continuous days or more, but which has been negotiated to allow or allows for a shorter term in an attempt to evade the length-of-stay requirement, the individual or family shall nevertheless be treated as being engaged in a transient stay.

Section 2. Amend Zoning Ordinance ARTICLE 3 - DEFINITIONS, Section 3.1 – Interpretation, to add the following definitions:

Bed & Breakfasts – A bed & breakfast is a single-family dwelling operated as a transient lodging facility by a resident of the dwelling which provides overnight accommodations and morning meals to overnight guests for compensation.

Single housekeeping unit -- A single housekeeping unit is a household consisting of a non-transient individual, or a non-transient interactive group of individuals jointly occupying an abode, including joint access to and use of all common living areas, including living, kitchen, and eating areas within the abode. A single housekeeping unit may also be comprised of domestic servants; one professional caregiver at any one time; and gratuitous, temporary guests of a resident. The term does not include transients, occupants of a boarding house or rooming house, or occupants that act as separate roomers or boarders.

Section 3. Amend Zoning Ordinance ARTICLE 73 – SUPPLEMENTARY REGULATIONS AND MODIFICATIONS, Section 73.1 – Uses: Accessory and Temporary, Subsection 73.1.1 – Accessory Uses, Subparagraphs (1) and (2) to read as follows (with the remainder of that Subsection 73.1.1 remaining in full force and effect):

73.1. Uses; accessory and temporary.

73.1.1. Accessory uses.

(1) *Definitions; examples.*

- (a) An accessory use is defined as a use on the same lot with, and of a nature customarily incidental and subordinate to, the principal use permitted on such lot.
- (b) This definition includes, but shall not be limited to, such customary home occupations as the offices of a doctor, lawyer, architect, notary, artist, and dressmaker.
- (c) In the case of a dwelling unit occupied by no more than two adult residents, the definition also includes the taking in by a resident, for compensation, of not more

than three (3) non-transient boarders (meals included) or three (3) non-transient roomers; provided, however, that the term does not include individuals who occupy the space as an incident of employment therein.

(2) Accessory uses permitted in residential districts must adhere to the following requirements:

(a) Except in the case of the taking in of boarders or roomers, accessory uses shall be engaged in the main building only and shall be conducted only by one person resident in said building.

(b) In the case of the taking in of boarders or roomers, the accessory use shall be engaged in the main building only, shall be conducted only by an individual actually residing in the dwelling unit, and shall only be allowed where the dwelling unit does not have a second kitchen (see Section 10.6 of this Zoning Ordinance concerning second kitchens).

(b) The floor area designed or used for such accessory use shall not exceed the following percentages of total floor area of the dwelling unit:

Twenty percent for residence 1 and 1-A districts. In the case of roomers and boarders, only their private rooms shall be counted toward the maximum percentage.

Twenty-five percent for residence 1-B district. In the case of roomers and boarders, only their private rooms shall be counted toward the maximum percentage.

Thirty percent for residence 2 and 2-A districts. In the case of roomers and boarders, only their private rooms shall be counted toward the maximum percentage.

Thirty-five percent for residence 2-B district. In the case of roomers and boarders, only their private rooms shall be counted toward the maximum percentage.

(c) There shall be no external evidence of such accessory use or customary home occupation except one sign, not larger than two square feet in area, may be displayed provided such sign must be directly attached to the residence and must not be illuminated.

Section 4. Amend Zoning Ordinance to add the following ARTICLE 78 – COMMUNITY HOMES:

78.1 Definitions; purpose.

78.1.1 Definitions. The following words, terms, and phrases, when used in this Article, shall have the following meanings:

ADA – ADA means Title II of the Americans with Disabilities Act (42 U.S.C. Section 12131, *et seq.*, as amended.

Community Home -- A community home is a living arrangement for unrelated individuals with disabilities who are in need of the mutual support furnished by each

other as well as the support services, if any, provided by the staff of the community home, and that is subject to each of the following conditions:

- (1) The inhabitants may be self-governing or supervised by a sponsoring entity or its staff, which provides habilitative or rehabilitative services, related to the inhabitants' disabilities;
- (2) A community home seeks to emulate a biological family and integrate them into the surrounding community, with its primary purpose is to provide shelter in a family-like environment for individuals with disabilities; treatment is incidental as in any home;
- (3) Supportive inter-relationships between inhabitants are an essential component;
- (4) Like a family, the home must operate as a single housekeeping unit, except that only in the case of a transitional community home can the occupancy be transient; and
- (5) A community home is a detached building located on a single lot that is designed as a separate abode, and may include an accessory structure.

There are three types of community homes – an essential community home, a group community home, and a transitional community home. The term does not include congregate housing for unrelated individuals who are not disabled, correctional facilities (see Section 73.22 of this Zoning Ordinance), housing for sex offenders, or housing for individuals who pose a direct threat as defined by the FHA or ADA.

Disability – The term disability shall have the meaning ascribed to it in the FHA or ADA . The term shall not encompass current use of illegal drugs, current drug or alcohol addiction, or the current abuse of legal drugs or alcohol.

Essential Community Home – An essential community home is a type of community home that is a non-transient living arrangement for a relatively small number (see Section 78.3(a)(2)) of unrelated individuals with disabilities as inhabitants, with no cap on how long a person may live in the home. The length of the stay shall be at least 180 continuous days.

FHA – FHA means the Fair Housing Act (42 U.S.C. 3601, *et seq.*, as amended

Group Community Home -- A group community home is a type of community home that is a non-transient living arrangement for a moderate number (see Section 78.3(b)(2)) of unrelated individuals with disabilities as inhabitants, with no cap on how long an individual may live in the home. The length of the stay shall be at least continuous 180 days.

Transitional community home -- A transitional community home is a type of community home that is a transient living arrangement for no more than fourteen (14) unrelated individuals with disabilities with a cap on the length of stay that is less than 180 continuous days.

78.1.2 Purpose.

(a) In order to preserve the integrity and character of residential communities the City has found it necessary to limit to four (4) the number of unrelated individuals that constitute a family. In recognition of the therapeutic need of unrelated individuals with disabilities, who cannot reasonably meet the definition of a family, to live together in a family-like setting, this Article is intended, in part, to accommodate that need by establishing three (3) types of community homes.

(b) This Article is designed to allow these community homes to locate in a residential neighborhood without impeding their goal to integrate into the community and without altering the residential character of the neighborhood which is so essential to the goal of community homes.

(c) In preparing this Article consideration has been given to a variety of resources, including Daniel Lauber, *Reforming State and Local Zoning for Community Residences for People With Disabilities and for Recovery Communities*. (River Forest, IL: Planning/Communications, July 2024).

78.2 Spacing. A community home shall not be within a 1000-foot radius of another community home, as measured between lot lines.

78.3 Districts allowed; conditions.

(a) *Essential community home.* An essential community home is allowed as a permitted use in any zoning district which allows single-family dwellings, subject to each of the following conditions:

(1) An essential community home shall be located in a detached home on a single lot, and the same density and other controls that apply to single-family detached dwellings shall apply to an essential community home, provided that where the home has staffing of more than one individual at any one time, at least one additional off-street parking space shall be required;

(2) The number of unrelated individuals with disabilities that live in the home shall not be greater than six (6); and

(3) Notwithstanding anything to the contrary in this Subsection (a), an essential community home shall not be allowed in a Planned Development Housing PD-H District

that existed prior to the adoption of this Article, a Research Park District, a Research Park West District, and a Research Park Applications District.

(b) *Group community home.* A group community home is allowed only in any zoning district which allows multiple-family dwellings, subject to each of the following conditions:

(1) A group community home shall be located in a detached home on a single lot, and the same density and other controls that apply to a single family detached dwelling shall apply, provided that where the home has staffing of more than one individual at any one time at least one additional off-street parking space shall be required;

(2) In the case of a Residence 2-A and a Residence 2-B, the number of unrelated individuals with disabilities that live in the home shall not be greater than ten (10), and in all other zoning districts in which the use is allowed the number of unrelated individuals with disabilities that live in the home shall not be greater than twelve (12); and

(3) Notwithstanding anything to the contrary in this Subsection (b), a group community home shall not be allowed in a Planned Development Housing PD-H District that existed prior to the adoption of this Article, a Residence 2-C District, or a Research Park Commercial District.

(c) *Transitional community home.* A transitional community home is allowed in any zoning district which allows boarding houses or rooming houses, subject to each of the following conditions:

(1) A transitional community home shall be located in a detached home on a single lot, and the same density and other controls that apply to a single family detached dwelling shall apply, except that the minimum number of off-street parking spaces shall be at least four (4);

(2) In the case of a Residence 2-B District, the number of unrelated individuals with disabilities that live in the home shall not be greater than ten (10), and in all other zoning districts where the use is allowed the number of unrelated individuals with disabilities that live in the home shall not be greater than fourteen (14); and

(3) Notwithstanding anything to the contrary in this Subsection (c), a transitional community home shall not be allowed in a Planned Development Housing PD-H District that existed prior to the adoption of this Article.

78.3 Approvals. A community home must first make application, on forms provided by the City, for approval from the Zoning Administration Office for the use before it is commenced. Approval will be given if the proposed use meets the provisions of this Zoning Ordinance.

78.4 Existing nonconforming uses. The provisions of Article 74 of this Zoning Ordinance governing nonconformities shall apply to the nonconformities created by this Article. Persons claiming non-conforming status shall have the burden of proving same.

78.5 Reasonable accommodation.

78.5.1 Reasonable accommodation procedure.

(a) *Purpose.* The purpose of this Section is to implement a procedure for processing requests for reasonable accommodation for persons with disabilities as provided by the federal FHA and ADA. For purposes of this section, a "disabled" person is an individual that qualifies as disabled or handicapped under the FHA or ADA. Any person who is disabled (or qualifying entities) may request a reasonable accommodation, pursuant to the procedures set out in this section.

(b) *Application.* A request for reasonable accommodation under this section shall be upon a written reasonable accommodation request form maintained by the Zoning Administration Office and submitted to the Zoning Administration Office. The reasonable accommodation request form shall contain such questions and requests for information as are necessary for processing the reasonable accommodation request. The applicant shall sign the form and provide contact information and background regarding the proposed use, including a specific request detailing exactly what deviations are being requested from any applicable zoning rule; in the case of an applicant who is not the legal owner of the premises, the legal owner must also sign and acknowledge the form and join in the application. The reasonable accommodation request form shall be substantially in the form set forth in Subsection (f) below.

(1) *Confidential information.* Should the information provided by the disabled individual to the City include medical information or records, including records indicating the medical condition, diagnosis or medical history of the disabled individual, such individual may, at the time of submitting such medical information, request in writing that the City, to the extent allowed by law, treat such medical information as confidential information of the disabled individual ("Protected Information"). The City shall thereafter endeavor to provide written notice to the disabled individual, or their representative, of any request received by the City for disclosure of the "Protected Information". The City will cooperate with the disabled individual, to the extent allowed by law, in actions initiated by such individual to oppose the disclosure of such Protected Information, but the City shall have no obligation to initiate, prosecute or pursue any such action, or to incur any legal or other expenses (whether by retention of outside counsel or allocation of internal resources) in connection therewith, and may comply with any judicial order without prior notice to the disabled individual. Nothing herein,

shall be construed to prevent the City from disclosing the Protected Information in the administration and enforcement of this Article.

(2) *Fee.* There shall be no fee imposed by the City in connection with a request for reasonable accommodation under this section, and the City shall have no obligation to pay a requesting party's attorney's fees or costs in connection with the request.

(3) *City assistance.* The City shall provide such assistance and accommodation as is required pursuant to FHA and ADA in connection with a disabled person's request for reasonable accommodation, including, without limitation, assistance with reading application questions, responding to questions, completing the form, and appearing at a hearing, etc., to ensure the process is accessible.

(c) *Findings for reasonable accommodation.* In determining whether the reasonable accommodation request shall be granted or denied, the requesting party shall be required to establish that he/she or the occupants of the housing for which this request is made are protected under the FHA or ADA by demonstrating that he/she or the occupants of the proposed housing are people with disabilities. In addition, the requesting party shall demonstrate that the proposed reasonable accommodations sought are reasonable and necessary to afford the subject individual(s) with disabilities an equal opportunity to use and enjoy the housing that is the subject of the request. The following factors shall be considered, among other relevant factors including judicial interpretation of disability law:

(1) The requesting party shall prove why the accommodation is needed and why any available alternatives are insufficient or inapplicable under the circumstances.

(2) If a request for reasonable accommodation is submitted by an operator of a community home that provides housing to disabled individuals, the operator shall be required to establish that the operator is qualified to provide such housing to disabled individuals and the legal owner of the premises shall be required to agree to the use and nature of the use requested.

(3) The requesting party shall demonstrate that the requested accommodation is both reasonable and necessary (as interpreted by the courts) to afford the disabled individuals served by the housing an equal opportunity to use and enjoy the housing, including that the proposed accommodation is therapeutically necessary and actually alleviates the effects of a handicap or disability, with a site-specific assessment in regard to the particular property in that regard.

(4) The requesting party shall demonstrate that the proposed accommodation does not constitute a fundamental alteration of the City's zoning scheme or other

City program or policies, that it does not impose an undue financial or administrative burden on the City, and that it does not pose a direct threat as defined by the ADA and FHA.

(d) *Zoning Administrator's Decision.*

(1) The Zoning Administrator's decision shall be based on the information provided by the applicant and such other information that he deems relevant to the determination, and, as to the specific accommodation provided, shall be as determined by the Zoning Administrator. In making a decision, the Zoning Administrator shall not be bound to evaluate only the specific accommodation requested but shall have the right to identify viable alternative accommodations that may satisfy the applicant's goals and federal law. In making a decision, the Zoning Administrator shall comply with federal law and shall be bound to ensure that the accommodation requested is reasonable, does not pose an undue financial or administrative burden, does not present a direct threat as outlined in the ADA and FHA, and does not work a fundamental alteration of the City's zoning scheme or other City programs and policies.

(2) The Zoning Administrator shall issue a written determination within thirty (30) calendar days of the date of receipt of a completed application and may, in accordance with federal law, (1) grant the accommodation request, (2) grant a portion of the request and deny a portion of the request, or impose conditions upon the grant of the request, or (3) deny the request, in accordance with federal law. Any such denials shall be in writing and shall state the grounds therefor.

(3) The notice of determination shall be sent to the requesting party (i.e. the disabled individual or his/her representative) by certified mail, return receipt requested or hand delivery, receipt signed by the recipient.

(e) *Administrative review not available.* The Zoning Administrator in the reasonable accommodation determination is not enforcing or interpreting the Zoning Ordinance, but is complying with independent federal law that requires reasonable accommodations be made. Accordingly, an administrative review of his decision by the Board of Zoning Adjustment is not available.

(f) *Request form for reasonable accommodation.*

(1) Contents of reasonable accommodation request form:

a. Name and contact information, including mailing address, of the applicant, and name and contact information, including mailing address, of the legal owner of the property at issue;

- b. Information regarding property at which reasonable accommodation is requested, including the address and legal description of such location as well as ownership of the subject property;
- c. Describe the accommodation and the specific regulation(s) or procedure(s) from which accommodation is sought;
- d. Reasons the accommodation may be necessary for the requesting party or the individuals with disabilities seeking the specific accommodation, and if relating to housing, why the requested reasonable accommodation is necessary to use and enjoy the housing;
- e. Describe qualifying disability or handicap;
- f. Other relevant information pertaining to the disability or property that may be needed by the City in order for it to be able to evaluate the request for reasonable accommodation;
- g. Proof of satisfactory, fire, safety, and health inspections as may be required by applicable state and city laws;
- h. Signature of requesting party and, if different from the legal owner, the legal owner's signature as well;
- i. If there will be an on-site supervisor or manager, provide the name and contact information (phone and email) for each;
- j. Date of request;
- k. Owner's consent for application; and
- l. The rules and practices governing how the home is operated; and
- m. Such other information as may be reasonably required by the Zoning Administrator.

(2) In the case of an incomplete application, the Zoning Administrator shall identify the items lacking and the applicant shall have 20 days thereafter to provide the information. Failing therein, the application shall be deemed to be withdrawn by the applicant without further action being required by the City.

(h) *Expiration of approvals.* Approvals of requests for reasonable accommodation shall expire within six (6) months if not implemented.

(i) Any accommodation granted under this Section shall be considered personal and shall not run with the land.

(j) *Renewal.* All reasonable accommodation requests that have been approved (including approval with conditions) and implemented by the requesting party, are valid for no more than one (1) year and shall require annual renewal each year on or before April 1st

to determine if the basis for the approval (including approval with conditions) continues to be met. The renewal process shall be the same as for an initial application and the City shall have the right to pose additional questions to determine whether an accommodation is needed and the nature and scope of the accommodation needed.

Section 5. The severability provisions of Article 93 of the Zoning Ordinance shall apply to this ordinance.

Section 6. This ordinance shall become effective upon its adoption and publication.

ADOPTED this the _____ day of _____, 2025.

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

APPROVED this the _____ day of _____, 2025.

Mayor of the City of
Huntsville, Alabama

ADOPTED this the ____ day of _____, 2025.

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

APPROVED this the ____ day of _____, 2025.

Mayor of the City of Huntsville, Alabama



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: 2025-472

Department: Finance

Subject:

Type of Action: Approval/Action

Resolution authorizing travel expenses.

Resolution No.

Finance Information:

Account Number: Varies

City Cost Amount: \$ N/A

Total Cost: \$ N/A

Special Circumstances:

Grant Funded: \$ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: TMP-5596

Department: Finance

Subject:

Type of Action: Approval/Action

Resolution authorizing travel expenses.

Resolution No.

Finance Information:

Account Number: Varies

City Cost Amount: \$ N/A

Total Cost: \$ N/A

Special Circumstances:

Grant Funded: \$ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

RESOLUTION NO. 25 - _____

WHEREAS, the Finance Director has reviewed and submits for approval the attached itemized statements of travel expenses from city officials and employees. This resolution and the supporting documents are on file in the office of the City Clerk.

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

ADOPTED this the 12th day of June, 2025.

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

APPROVED this the 12th day of June, 2025.

Mayor of the City of
Huntsville, Alabama



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: 2025-473

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 comments below.

City Cost Amount: \$ Varies based on Contract pricing structures.

Total Cost: \$ Varies based on Contract pricing structures.

Special Circumstances:

Grant Funded: \$ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address:

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

Additional Comments:

Standard of periodic bid is utilized by various departments.

Update of Bid:

Cowin Equipment Company, Inc. - Heavy Equipment Rental (Public Works Services) \$30,000.00

Southern Lighting & Traffic Systems - Traffic Signal Poles (Traffic Engineering)



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: TMP-5597

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 comments below.

City Cost Amount: \$ Varies based on Contract pricing structures.

Total Cost: \$ Varies based on Contract pricing structures.

Special Circumstances:

Grant Funded: \$ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address:

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

Additional Comments:

Standard of periodic bid is utilized by various departments.

Update of Bid:

Cowin Equipment Company, Inc. - Heavy Equipment Rental (Public Works Services) \$30,000.00

Southern Lighting & Traffic Systems - Traffic Signal Poles (Traffic Engineering)

RESOLUTION NO. 25- _____

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 is being permanently kept on file in the office of the City Clerk of the City of Huntsville, Alabama.

AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND:

<u>VENDOR</u>	<u>COMMODITY/SERVICE</u>	<u>AGREEMENT</u>
Cowin Equipment Company, Inc.	Heavy Equipment Rental	One Year W/Extensions
Southern Lighting & Traffic Systems	Traffic Signal Poles	One Year W/Extensions

ADOPTED this the 12th day of June, 2025.

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

APPROVED this the 12th day of June, 2025.

Mayor of the City of Huntsville, Alabama



HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: PROCUREMENT SERVICES **DATE:** 05/20/2025
FROM: CHRIS MCNEESE **DEPT:** PUBLIC WORKS SERVICES
BID #: 44-2025-55 **COMMODITY/SERVICE:** HEAVY EQUIP. RENTAL

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND COWIN EQUIPMENT COMPANY, INC.

RECOMMENDATION: It is recommended that Cowin Equipment Company, Inc., be awarded the bid for Heavy Equipment Rental as they were the only bidder.

DESCRIPTION	PRICE	UOM	COMMENT
ARTICULATING OFFROAD TRUCK	\$3,300	WEEK	A30
ARTICULATING OFFROAD TRUCK	\$9,000	MONTH	A30
TRACKHOE W/36" FORESTRY CUTTER	\$3,200	WEEK	2C-145-BRADCO
TRACKHOE W/36" FORESTRY CUTTER	\$8,000	MONTH	2C-145-BRADCO
CRAWLER DOZER W/ 6 WAY BLADE	\$1,450	WEEK	850
CRAWLER DOZER W/6 WAY BLADE	\$3,600	MONTH	850
LONG REACH TRACKHOE 60' BOOM	\$3,800	WEEK	EC 300 LR

INITIAL PURCHASE: \$30,000
FUNDING SOURCE: 1000-55-55300-513050-0000000
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.

Christopher McNeese
Digitally signed by Christopher McNeese
Date: 2025.05.20 08:33:55 -05'00'

Department Head

Date

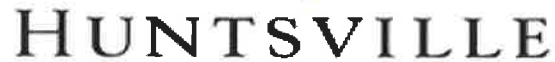
Tamara M Yancy
Digitally signed by Tamara M Yancy
Date: 2025.05.20 12:11:02 -05'00'

5.20.25

Procurement Manager

Date

Email completed form to Procurement@huntsvilleal.gov



CONTRACT/BID AWARD RECOMMENDATION FORM

TO:	<u>PROCUREMENT SERVICES</u>	DATE:	<u>05/20/2025</u>
FROM:	<u>CHRIS MCNEESE</u>	DEPT:	<u>PUBLIC WORKS SERVICES</u>
BID #:	<u>44-2025-55</u>	COMMODITY/SERVICE:	<u>HEAVY EQUIPMENT RENTAL</u>

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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:




See separate file on BidNetDirect, Heavy Equipment Rental Pricing Form 2025.xlsx

Bidder must complete, sign and submit this form with the bid response.

This Price Bid Form is hereby submitted by the undersigned. I affirm that I understand and agrees 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.

Cowin Equipment Company, Inc.

Printed legal name of Bidder



Signature

James Chafin, Controller

Printed name of individual/corporate officer/general partner/joint venturer AND Title

4-28-25

Date

Heavy Equipment
Rental Bid

Heavy Equipment Rental Bid Pricing Sheet 2025						
PLEASE USE EXCEL SHEET TO ENTER INFORMATION						
Item	Description	Weight/Horsepower	QTYs	UOM	PRICE	
Articulating Offroad Truck	A30	30 Metric Tons	1	Week	3300	
			1	Month	9000	
Trackhoe w/36" Forestry Cutter	2c 145/bradco	14.5 Metric Tons	1	Week	3200	
			1	Month	8000	
Crawler Dozer w/ 6 way Blade	850	91 Horsepower	1	Week	1450	
			1	Month	3600	
Long Reach Trackhoe 60' Boom	EC 300 LR	30 Metric Tons	1	Week	3800	
			1	Month	9500	
Tracked Excavator	EC-220	22 Metric Tons	1	Week	2400	
			1	Month	6000	
	EC-250	25 Metric Tons	1	Week	2760	
			1	Month	6900	
	EC-350	35 Metric Tons	1	Week	3500	
			1	Month	8900	
	EC-480	48 Metric Tons	1	Week	4400	
			1	Month	11450	
Compact Track Loader w/Bucket	TL-12	110 horsepower	1	Week	1245	
			1	Month	3050	
Tracked Excavator w/Hydraulic Hammer	EC-220	22 metric tons/5500 lbs	1	Week	6000	
			1	Month	12600	

Heavy Equipment
Rental Bid

Vibratory Compactor/Smooth or Padfoot	84" (SD-115)		1	Week	1680
			1	Month	4200
Terramac Crawler Tracked Truck w/Rotate		14 TON	1	Week	4800
			1	Month	12000
Delivery Charges	Within 30 miles				325
Pickup Charges	Within 30 miles				325
Damage to Equipment					
Discount percentage off list price for all manufacturer's catalog items not list on the Bidder Pricing Form: 15 %					
TOTAL PRICE					134385

APPENDIX D DETAILED REQUIREMENTS CHECKLIST

The following specifications are being provided to potential bidders as guidelines which describe the minimum type and quality of equipment 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	Vendor Compliance	
		YES	NO
	I. GENERAL		
1	All vendors who bid on this contract must be able to provide rental service and delivery throughout the City of Huntsville. All rentals must be executed within a reasonable time frame to the City. Documented failures to provide adequate rental service and delivery city-wide shall be grounds to cancel the contract for non-performance.	✓	
2	The contract vendors are to deliver the equipment in good operating condition. If the City determines the equipment is not in good operating condition the city has the right to refuse the equipment at the time of delivery. The equipment refusal must be documented as failure to perform per the specification and terms and conditions of the contract and a copy of the document sent to the buyer listed on the front of the contract. Repeated offenses of failure to perform per the specifications and terms and conditions of the contract may result in the cancellation of the contract and the contract vendor being debarred from bidding for an indeterminate period of time.	✓	
3	Insurance for the protection of the equipment must be carried by the contract vendor.	✓	
4	The vendor is required to go over all maintenance and safety requirements prior to acceptance by the City. The City is required to provide all employees names who are responsible for operating and maintaining the equipment's welfare under the rental contract. It shall be the contract vendor's responsibility to ensure this requirement has been documented and part of the rental agreement.	✓	
5	All rental equipment shall come fully fueled and lubricated by the contract vendor. The vendor shall be responsible for preventive maintenance work such as oil changes, air filter changes, etc.	✓	
6	Upon completion of the rental, the equipment is to be fully fueled and lubricated prior to pick up or return to the contract vendor.	✓	
7	The contract vendor will be responsible for any repairs relating to the equipment unless the vendor can provide documented proof to the City Purchasing Department that the City abused or neglected the rental equipment. The burden of proof rests solely on the contract vendor. Vendor will provide one (1) set of tracks per continuous twelve (12-month rental on all track loaders)	✓	
8	Rental fees do not accrue during the equipment downtime. Downtime starts from the time the vendor is notified by phone. A follow-up notification will be sent by e-mail. The City shall e-mail the vendor a report of the problems the City is experiencing with the rental equipment.	✓	
9	When a city, project requires immediate replacement/repair of the downed equipment, the contract vendor has a maximum of two (2) hours to respond to those concerns. In providing the City with response information, the City can make a determination of whether the equipment is to be replace it shall be the responsibility of the City to approve the time for the delivery of the equipment. No additional delivery cost shall be incurred by using agency for the equipment's replacement.	✓	

Line Ref #	DETAILED REQUIREMENTS	Vendor Compliance	
		YES	NO
10	Rental: A work week's rental will be based on a five (5) 8-hour day or 40-hour workweek which will be the minimum rental period. All over 40 hours will be computed at the weekly hours rate until time worked reaches monthly rental. One (1) month's rental will be based on twenty-two (22) workdays at 8-hours on 176 hours. Any part of a month over this amount shall be computed at the monthly rate.	✓	
11	Any time equipment is used any part of a day, the rate shall be based on an 8-hour day charged on a day, weekly or monthly hour basis, whichever is applicable.	✓	
12	City contract vendors are expected to demonstrate professional courtesy, including but not limited to, prompt responsiveness to appointments and phone calls made regarding contract rentals and problems or issues with the contract.	✓	
13	The contract user must attempt to solve any problems or issues with the contract vendor. The problems or issues must be documented as failure to perform per the specification and terms and conditions of the contract and a copy of the document shall be sent to the buyer listed on the front of the contract. Repeated offenses of failure to perform per the specifications and terms and conditions of the contract may result in cancellation of the contract.	✓	
14	The contract vendor must send an immediate replacement for any equipment that is down for more than sixteen (16) hours.	✓	
15	The contract vendor will discount rental cost due to weather related issues.	✓	
16	Vendors must list their location(s) where equipment can be picked up. The City of Huntsville reserves the right to award the bid to vendor(s) who are located near the job site or city office where the equipment will be used. (1) Location: <u>15101 Al. Hwy 20</u> <u>Madison, Al. 35756</u> (2) Location: _____ _____	✓	
	II. DISCOUNT PERCENTAGE	✓	
17	A discount percentage must be specified for items not specifically listed on the Bidder Pricing Form.	✓	
18	Quotes must be submitted for all items not specifically listed in the bid. All quotes must contain the list price, the discount percentage and the discounted price.	✓	

APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

Name of Proposer (exactly as it would appear on an agreement):

Cowin Equipment Company, Inc.

Doing-Business-As Name of Proposer:

Principal Office Address:

2238 Pinson Valley Parkway
Birmingham, AL 35217

Telephone Number:

205-841-6666

Fax Number:

Form of Business Entity [check one ("X")]

Corporation ☒

Partnership ☐

Individual ☐

Joint Venture ☐

Other (describe): ☐

Corporation Statement

If a corporation, answer the following:

Date of incorporation:

1938

Location of incorporation:

Alabama

The corporation is held:

Publicly ☐ Privately ☒

Names and titles of corporate officers:

James P. Cowin - CEO/President

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 <input type="checkbox"/>	No <input checked="" type="checkbox"/>
If "Yes," Department	_____	
Member of Household City Employee	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
If "Yes," Name (s)	_____	
Anyone associated with your company a City Employee	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
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.

I affirm that I understand and agrees 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.

James Chafin
Signature of Proposer

James Chafin
Print or Type Name of Proposer

4-28-25
Date

Cowin Equipment Company, Inc.
Legal Name of Firm

P.O. Box 10624
Mailing Address

Birmingham, AL 35202
City State Zip Code

205-841-6666
Phone Fax

Email Address

Cowin.com
Website Address

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): Cowin Equipment Company, Inc.
- City of Huntsville current taxpayer identification number (if available): _____
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

B. Type of Ownership. Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

Type of Ownership (check appropriate box)	Entity I. D. Number & Applicable State
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input type="checkbox"/> LLC (Multi-Member)	Number & State:
<input checked="" type="checkbox"/> Corporation <u>AL C-Corp</u>	Number & State: <u>63-0141942</u>
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

C. Entity I.D. Numbers. If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: www.sos.state.al.us/, under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

D. Formation Documents. Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, are not required unless: (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.

Signature: James Chafin Title (if applicable): Controller
Type or legibly write name: James Chafin Date: 4-28-25



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/06/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services, LLC 2000 International Park Drive Suite 600 Birmingham, AL 35243	CONTACT NAME: Kristen McCay 205-581-9213 PHONE (A/C, No, Ext): 1-800-476-2211 FAX (A/C, No): E-MAIL ADDRESS:														
INSURED Cowin Equipment Company, Inc. Post Office Box 10624 Birmingham, AL 35202	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :Travelers Property Casualty Company of America</td><td>25674</td></tr><tr><td>INSURER B :The Phoenix Insurance Company</td><td>25623</td></tr><tr><td>INSURER C :The Travelers Indemnity Company of Connecticut</td><td>25682</td></tr><tr><td>INSURER D :The Travelers Indemnity Company of America</td><td>25666</td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A :Travelers Property Casualty Company of America	25674	INSURER B :The Phoenix Insurance Company	25623	INSURER C :The Travelers Indemnity Company of Connecticut	25682	INSURER D :The Travelers Indemnity Company of America	25666	INSURER E :		INSURER F :	
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INSURER D :The Travelers Indemnity Company of America	25666														
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:**RY8NDDPQ**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			Y660-6D260522-PHX-24	11/01/2024	11/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			810-7N418765-24-14-G Physical Damage cov. applies to units w/ Original Cost New greater than \$25,000	11/01/2024	11/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp 5,000 \$ Coll 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			CUP-9H899840-24-14	11/01/2024	11/01/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	UB-4R348572-24-14-G	11/01/2024	11/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
							\$ \$ \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Waiver of Subrogation is not applicable in CA, KY, NH, NJ, TX, or UT

CERTIFICATE HOLDERCity of Huntsville
308 Fountain Circle
Huntsville, AL 35801**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Alabama Secretary of State



Cowin Equipment Company, Inc.	
Entity ID Number	000-005-026
Entity Type	Domestic Corporation
Principal Address	TARRANT, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Jefferson County
Formation Date	07/02/1940
Registered Agent Name	COWIN, JAMES P
Registered Office Street Address	2238 PINSON VALLEY PKY BIRMINGHAM, AL 35217
Registered Office Mailing Address	Not Provided
Nature of Business	SUPPLY MINES AND CONTRACTORS ETC
Capital Authorized	\$100,000
Capital Paid In	\$10,000
Incorporators	
Incorporator Name	SALMON, HERBERT S
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	COWIN, PERCY G
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	SALMON, HERBERT S JR
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999

Cowin Equipment Company, Inc.	
	2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024
Transactions	
Transaction Date	07/12/1946
Capital Amounts Changed From	\$10,000 Authorized \$10,000 Paid In
Transaction Date	04/07/1955
Legal Name Changed From	Mine and Contractors Supply Co., Inc.
Transaction Date	01/03/1963
Capital Amounts Changed From	\$30,000 Authorized \$10,000 Paid In
Transaction Date	04/03/1980
Legal Name Merged	Cowin Road Machinery, Inc.
Transaction Date	09/29/2000
Principal Office Changed From	BIRMINGHAM, AL
Transaction Date	09/29/2000
Registered Agent Changed From	* Added
Transaction Date	11/05/2008
Miscellaneous Filing Entry	AMENDED AND RESTATED ARTICLES OF INCORPORATION
Transaction Date	11/05/2008
Registered Agent Changed From	COWIN, JAMES P 2300 PINSON VALLEY PKY TARRANT, AL
Scanned Documents	
Document Date / Type / Pages	04/03/1980 Merger 7 pgs.
Document Date / Type / Pages	09/29/2000 Registered Agent Change 1 pg.
Document Date / Type / Pages	11/05/2008 Miscellaneous Entry 3 pgs.

[Browse Results](#)
[New Search](#)



Company ID Number: 505216

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 Cowin Equipment Co Inc	
Tracy Womack	
Name (Please Type or Print)	Title
Electronically Signed	02/15/2012
Signature	Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)	Title
Electronically Signed	02/15/2012
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Cowin Equipment Co Inc
Company Facility Address:	2238 Pinson Valley Parkway
	Birmingham, AL 35217
Company Alternate Address:	PO Box 10624
	Birmingham, AL 35202
County or Parish:	JEFFERSON
Employer Identification Number:	830141942



HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Erin Motes **DATE:** May 22, 2025
FROM: Melinda Mills **DEPT:** Traffic Engineering
BID #: 37-2025-75 **COMMODITY/SERVICE:** Traffic Signal Poles

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Southern Lighting & Traffic Systems

RECOMMENDATION: Traffic Engineering has reviewed the bid and recommends it be awarded to Southern Lighting & Traffic Systems.

DESCRIPTION	PRICE	UOM	COMMENT
See attached for bid items.			
Funding Accounts			
3020-75-00000-529000-000000000-			
1000-75-75300-515340-000000000-			
Misc. Capitol Accounts - Engineering Division			

INITIAL PURCHASE: As needed
FUNDING SOURCE: See above
TERM OF CONTRACT: ☐ One Time
☒ One Year w/ Additional One Year Extensions as Allowable by State Law
☐ One Year
☐ Three Months
☐ Other (Explain)

APPROVALS:

My staff and I have complied with all laws, regulations, City of Huntsville Procurement Rules, and the provisions of any contract and/or grant agreements applicable to this procurement process. In addition, my staff and I have not sought by collusion with the recommended Proposer/Bidder to obtain any advantage over any other Proposer/Bidder in this procurement.

NICHOLAS NENE Digitally signed by NICHOLAS NENE
Date: 2025.05.22 14:36:23 -05'00'

Department Head

Date

Tamara M Yancy Digitally signed by Tamara M Yancy
Date: 2025.05.22 15:33:18 -05'00'

5.22.2025

Procurement Manager

Date

Email completed form to Procurement@huntsvilleal.gov

APPENDIX F BIDDER PRICING FORM

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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: _____

SINGLE MAST ARM GALVANIZED AND GALVANIZED/POWDER COATED POLES	TOTAL # ANCHOR BOLTS PER POLE	SINGLE MAST ARM GALVANIZED / POWDER COATED POLES	SINGLE MAST ARM GALVANIZED / POWDER COATED POLES
		30' HEIGHT	40' HEIGHT
30' SINGLE MAST			
TOTAL DEL PRICE EA		\$ 16,530.00	\$ 17,040.00
40' SINGLE MAST			
TOTAL DEL PRICE EA		\$ 20,415.00	\$ 21,220.00
50' SINGLE MAST			
TOTAL DEL PRICE EA		\$ 21,470.00	\$ 22,270.00
60' SINGLE MAST			
TOTAL DEL PRICE EA		\$ 27,795.00	\$ 28,870.00
70' SINGLE MAST			
TOTAL DEL PRICE EA		\$ 29,555.00	\$ 30,630.00
80' SINGLE MAST			
TOTAL DEL PRICE EA		\$ 34,635.00	\$ 35,015.00
SUBTOTAL SINGLE MAST ARMS		\$ 150,400.00	\$ 155,045.00
Discount percentage off list price for all manufacturer's catalog items not list on the Bidder Pricing Form: 10%			

DBL MAST ARM EQUAL GALV & GALV/POWDER COATED POLES	TOTAL # ANCHOR BOLTS PER POLE	DOUBLE MAST EQUAL ARM GALVANIZED / POWDER COATED POLES	DOUBLE MAST EQUAL ARM GALVANIZED / POWDER COATED POLES
		30' HEIGHT	40' HEIGHT
40' DOUBLE MAST			
TOTAL DEL PRICE EA		\$ 30,375.00	\$ 31,135.00
50' DOUBLE MAST			
TOTAL DEL PRICE EA		\$ 33,865.00	\$ 34,780.00
60' DOUBLE MAST			
TOTAL DEL PRICE EA		\$ 42,655.00	\$ 44,825.00
SUBTOTAL EQUAL DOUBLE MAST ARMS		\$ 106,985.00	\$ 110,740.00
Discount percentage off list price for all manufacturer's catalog items not list on the Bidder Pricing Form: 10%			

DOUBLE MAST ARM UNEQUAL GALVANIZED AND GALVANIZED/POWDER COATED POLES	TOTAL # ANCHOR BOLTS PER POLE	DOUBLE MAST UNEQUAL ARM GALVANIZED / POWDER COATED POLES	DOUBLE MAST UNEQUAL ARM GALVANIZED / POWDER COATED POLES
		30' HEIGHT	40' HEIGHT
30-65' DOUBLE MAST			
TOTAL DEL PRICE EA		\$ 43,920.00	\$ 46,090.00
40-45' DOUBLE MAST			
TOTAL DEL PRICE EA		\$ 32,670.00	\$ 33,570.00
40-60' DOUBLE MAST			
TOTAL DEL PRICE EA		\$ 38,155.00	\$ 40,320.00
50-60' DOUBLE MAST			
TOTAL DEL PRICE EA		\$ 39,210.00	\$ 41,375.00
60-65' DOUBLE MAST			
TOTAL DEL PRICE EA		\$ 43,290.00	\$ 45,455.00
SUBTOTAL UNEQUAL DOUBLE MAST ARMS		\$ 197,245.00	\$ 206,810.00
Discount percentage off list price for all manufacturer's catalog items not list on the Bidder Pricing Form: 10%			

Steel Strain Galvanized Poles			
STEEL STRAIN GALVANIZED POLES AND GALVANIZED POWDER COATED POLES	LIST TOTAL NUMBER ANCHOR BOLTS PER POLE	STEEL STRAIN GALVANIZED POLES	STEEL STRAIN GALVANIZED POLES
		30' HEIGHT	40' HEIGHT
TOTAL DEL PRICE EA LOADING SCENARIO "A"		\$ 7,705.00	\$ 8,255.00
TOTAL DEL PRICE EA LOADING SCENARIO "B"		\$ 8,445.00	\$ 9,125.00
TOTAL DEL PRICE EA LOADING SCENARIO "C"		\$ 9,255.00	\$ 10,090.00
SUBTOTAL STEEL STRAIN POLES		\$ 25,405.00	\$ 27,470.00
Discount percentage off list price for all manufacturer's catalog items not list on the Bidder Pricing Form: <u>10%</u>			

Street Lighting

<u>Luminaire Option</u>	<u>Cost</u>
12' Luminaire Arm Clamp – on Style	\$ 1,680.00
LIGHT KIT LED 141W BLACK T3 COOPER LTG	\$ 860.00
Subtotal	2,540.00
Discount percentage off list price for all manufacturer's catalog items not list on the Bidder Pricing Form: <u>10%</u>	

Anchor Bolts

ANCHOR BOLTS FOR TRAFFIC SIGNAL POLE FOUNDATIONS				
ITEM	QUANTITY	UNIT	DESCRIPTION	PRICE
1	1	EACH	1"(8) x 10"(84"+6") GrF 1554-55 w/2nuts and 2 flat washers	\$ 60.00
2	1	EACH	1-1/4"(7) x 10"(84"+6") GrF 1554-55 w/2nuts and 2 flat washers	\$ 110.00
3	1	EACH	1-1/2"(6) x 10"(84"+6") GrF 1554-55 w/2nuts and 2 flat washers	\$ 145.00
4	1	EACH	1-3/4"(5) x 10"(84"+6") GrF 1554-55 w/2nuts and 2 flat washers	\$ 270.00
5	1	EACH	2"(4.5) x 10"(84"+6") GrF 1554-55 w/2nuts and 2 flat washers	\$ 360.00
6	1	EACH	2-1/4"(4.5) x 10"(84"+6") GrF 1554-55 w/2nuts and 2 flat washers	\$ 495.00

This Price Bid Form is hereby submitted by the undersigned. I affirm that I understand and agrees 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.

CDK Enterprises, LLC

Printed legal name of Bidder

Craig Carrow

Printed name of individual/corporate officer/general partner/joint venturer AND Title

5/13/2025

Signature

Date

APPENDIX D DETAILED REQUIREMENTS CHECKLIST

The following specifications are being provided to potential bidders as guidelines which describe the minimum type and quality of material the City of Huntsville is requiring. The Bidder must indicate compliance or list exceptions to each specification item for consideration and/or acceptance. **Failure** to comply with this provision shall be cause for rejection of the bid as non-responsive.

	SPECIFICATION REQUIREMENTS	Vendor Compliance	
		YES	NO
I.	TRAFFIC SIGNAL POLES - GENERAL		
A.	All traffic signal poles in this bid, including Mast Arm Assemblies and Steel Strain Assemblies, shall be of the type previously approved for use in the State of Alabama.	X	
B.	All prices shall be quoted F.O.B. City of Huntsville Traffic Engineering, and delivered to our pole yard at 2100 Clinton Avenue in Huntsville, AL. All correspondence shall be to 2100 Clinton Avenue, NW, Huntsville, AL 35805.	X	
C.	Prices shall be quoted for Single Mast Arm Assemblies, Poles for Double/Equal Mast Arm Assemblies, Poles for Double/Unequal Mast Arm Assemblies. Additionally, Steel Strain Poles will be quoted. All poles in two types of finishes: hot dip galvanized (ASTM A123), and hot dip galvanized with powder coating. The finish type shall be specified by the City of Huntsville at the time of each individual order.	X	
D.	For all Pole, Mast Arm Assemblies and Steel Strain Assemblies, if ordered powder coated, the color of powder coating, if used, shall be SHERWIN WILLIAMS DARK BRONZE OR BLACK in color, and shall be specified by the City of Huntsville at the time of each individual order. If another method of painting poles is used by a manufacturer, then this method should be submitted in writing with explanation of the method for approval by City of Huntsville.	X	
E.	The coating facilities shall be owned and operated by the pole manufacturer to ensure a quality coating system or if the manufacturer provides for another vendor to apply the coating, then documentation must be supplied at the time of bid stating which vendor the manufacturer will be using so that it can be determined if the manufacturer's choice of vendor meets our quality expectations. All painting whether by the manufacturer or by a separate vendor shall require AISC certification. PROVIDE REQUIRED DOCUMENTATION WITH BID.	X	
F.	Prior to shipment, small poles shall be wrapped in a 3/32" thick laminated scrim foam. Larger Poles shall be cradled in a 1.0" rubberized foam base.	X	
G.	For Galvanizing the Surface preparation prior to being incorporated into an assembled product, steel plates 0.75" or more in thickness shall be blast cleaned when required to remove rolled-in mill scale, impurities and non-metallic foreign materials. After assembly all weld flux shall be mechanically removed. The Iron or steel product shall be degreased by Immersion in an agitated 4.5%-6% concentrated caustic solution elevated to a temperature ranging from 150 to 190 degrees Fahrenheit. It shall then be pickled by immersion in a heated sulfuric acid solution of 6%-13% concentration, with a controlled temperature between 150-190 degrees Fahrenheit. It shall then be rinsed clean from any residual effects of the caustic or acid solutions by immersion in a circulating fresh water bath. Final preparation shall be accomplished by immersion in a concentrated zinc ammonium chloride flux solution heated to 130 degrees Fahrenheit. The solution's acidity content shall be maintained between 4.5-5.0 pH. The assembly	X	

	shall be air dried to remove any moisture remaining. In the flux coat and/or trapped within the product.		
H.	Zinc coating product shall be hot-dip galvanized to the requirements of either ASTM A123 (fabricated products) or ASTM A153 (hardware items) by immersion in a molten bath of prime western grade zinc maintained between 810-850 degrees Fahrenheit. The entire product shall be totally immersed with no part of it protruding out of the zinc bath. This is to limit the risk of trapped contaminants containing chlorides and reduce the risk of bare spots. Although double dipping is a common practice, this will not be allowed. Maximum aluminum content of the bath shall be 0.01%. Flux ash shall be skimmed from the bath surface prior to immersion and extraction of the product to assure a debris-free zinc coating.	X	
I.	The powder coat finish shall consist of a Urethane or a Triglycidyl Isocyanurate (TGIC) Polyester Powder.	X	
J.	Surface preparation for powder coating shall consist of the exterior steel surface being blast cleaned to Steel Structures Painting Council Surface Preparation Specification No. 7 (SSPC-SP7) requirements utilizing cast steel abrasives. Prior to the powder application, the zinc-coated substrate shall be preheated to a maximum temperature of 450 degrees Fahrenheit for a minimum of one (1) hour. Then all exterior surfaces shall be cleaned and coated with a Urethane or Triglycidyl Isocyanurate (TGIC) Polyester Powder. The powder coating shall be electrostatically applied and then cured in a gas fired convection oven at a temperature range of 350-400 degrees Fahrenheit. The thermosetting powder resin shall provide intercoat as well as substrate fusion adhesion that meets 5A or 5B classifications of ASTM D3359.	X	
K.	All Poles, Mast Arm Assemblies and Steel Strain Assemblies SHALL be delivered Within 90 days or sooner A.R.O.	X	
L.	Descriptive literature with manufacturer's specifications shall accompany each bid.	X	
M.	Shop drawings for all Poles, Mast Arm Assemblies and Steel Strain Assemblies shall be submitted to the City Traffic Engineer for approval before fabrication for each type proposed for use on the project. Drawing shall be submitted in duplicate.	X	
N.	Upon shipment of Poles, Mast Arm Assemblies and Steel Strain Assemblies, suppliers shall furnish material certifications.	X	
II.	POLES AND MAST ARM ASSEMBLIES – GENERAL / LOADING	YES	NO
A.	The Pole shall be a tapered traffic signal Pole and include Anchor Bolts, and Base Plates.	X	
B.	The Mast Arm Assembly shall consist of a tapered traffic signal Mast Arm(s), Anchor Bolts, and Base Plates.	X	
C.	Pole shall be designed to support a 12 foot length luminaire arm, which shall support a luminaire weighing 55 lbs.	X	
D.	All design calculations and analysis for Mast Arm, Pole, Base Plate, and Anchor Bolts shall be performed using the latest accepted Alabama Department of Transportation (ALDOT) American Association of State Highway and Transportation Officials (AASHTO) design methodology.	X	
E.	Maximum loads and stresses shall be determined for the most critical wind direction.	X	
F.	The Pole shall be analyzed in its final deflected position per section 1.3.3(A)(2), at the Mast Arm to Pole connection(s) and Pole base. Reference to this section shall be from using the latest accepted Alabama Department of Transportation (ALDOT) American Association of State Highway and Transportation Officials (AASHTO) design methodology.	X	

G.	Dead load stresses at welded connections shall be limited to 20 ksi for A595 Grade A tubes and 24 ksi for ASTM A572 Grade 65 tubes.	X	
H.	Shaft dimensions shall be equivalent in strength for the loads shown on the drawings.	X	
I.	Maximum Mast Arm and Pole loads, stresses and combined stress ratios (CSR) shall be provided for each group load, as well as maximum top of pole dead load rotation.	X	
J.	30'-35' Poles and Mast Arm Assemblies shall be designed to meet the appropriate fatigue loads, as follows:	X	
	A. One (1) each 12", 5-section aluminum signal head with backplate, with the load applied at the free end of the Mast Arm;	X	
	B. One (1) each 15 square feet sign, weighing 45 pounds, with the load applied 6 feet from the free end of the Mast Arm;	X	
	C. One (1) each 12", 3-section aluminum signal head with backplate, with the load applied 12 feet from the free end of the Mast Arm;	X	
K.	40'-55' Mast Arm Assemblies shall be designed to meet the appropriate fatigue loads, as follows:	X	
	A. One (1) each 12", 5-section Aluminum signal head with backplate, with the load applied at the free end of the Mast Arm;	X	
	B. One (1) each 15 square feet sign, weighing 45 pounds, with the load applied 6 feet from the free end of the Mast Arm;	X	
	C. One (1) each 12", 3-section aluminum signal head with back plate, with the load applied 12 feet from the free end of the Mast Arm;	X	
	D. One (1) each 12", 3-section aluminum signal head with backplate, with the load applied 24 feet from the free end of the Mast Arm;	X	
L.	60'-85' Mast Arm Assemblies shall be designed to meet the appropriate fatigue loads, as follows:	X	
	A. One (1) each 12", 5-section aluminum signal head with backplate, with the load applied at the free end of the Mast Arm;	X	
	B. One (1) each 15 square feet sign, weighing 45 pounds, with the load applied 6 feet from the free end of the Mast Arm;	X	
	C. One (1) each 12", 3-section aluminum signal head with backplate, with the load applied 12 feet from the free end of the Mast Arm;	X	
	D. One (1) each 12", 3-section aluminum signal head with backplate, with the load applied 24 feet from the free end of the Mast Arm;	X	
	E. One (1) each 12", 3-section aluminum signal head with backplate, with the load applied 36 feet from the free end of the Mast Arm;	X	
III.	<u>MAST ARM ASSEMBLIES</u>	YES	NO
A.	The Pole shall be fabricated from coil or plate conforming to ASTM A595 Grade A or ASTM A572 Gr 55 with a minimum yield strength of 55 ksi	X	
B.	The Pole shall be round in cross section and have a constant linear taper of 0.14 in/ft.	X	
C.	The Pole shaft shall be one piece, and contain no circumferential welded butt splices. The shaft shall not be a laminated tube.	X	
D.	The Pole's minimum wall thickness shall be seven (7) gauge.	X	
E.	The Pole shall have a reinforced handhole (minimum 4" x 8") with cover, and shall be located 1'-6" from the pole base.	X	
F.	The Pole shall have a reinforced handhole (minimum 3" x 5") opposite the mast arm plates.	X	
G.	At mast arm connections, the Pole diameter/thickness ratio (D/t) shall not exceed 52 for A595 Grade A tubes or 66 for A572 Grade 55 tubes.	X	

H.	Each Pole shall be provided with a zinc die cast end cap secured in place with set screws or a cap plate secured with a 3/4" diameter bolt, flat washer and mounting bar.	X	
I.	Each pole shall be stamped directly above the handhole at 2'6" the pole base bolt circle size and the arm lengths designed to mount to the pole.	X	
J.	All pole shafts up to 40' in length shall be Manufactured and shipped in one piece.	X	
IV.	<u>MAST ARM ASSEMBLIES</u>	YES	NO
A.	The Mast Arm shall be fabricated from coil or plate conforming to ASTM A595 Grade or ASTM A572 Gr 65 with a minimum yield strength of 65 ksi.	X	
B.	The Mast Arm shall be round in cross section and have a constant linear taper of 0.14 in/ft	X	
C.	All Mast Arm shafts up to 45' in length shall be manufactured and shipped in one piece and have a minimum wall thickness of 0.1793.	X	
D.	Circumferential welded tube butt splices and laminated tubes shall not be not permitted on mast arms.	X	
E.	Each Mast Arm shall be provided with a zinc die cast end cap secured in place with set screws.	X	
F.	Mast arm and pole connection shall be threaded	X	
V.	<u>MAST ARM ASSEMBLIES</u>	YES	NO
A.	Base Plates shall conform to ASTM A36 with a minimum yield strength of 36 ksi or ASTM A572 Grade 42 with a minimum yield strength of 42 ksi.	X	
B.	Base Plates shall be integrally welded to the tubes with a telescopic welded joint.	X	
VI.	<u>MAST ARM ASSEMBLIES – ANCHOR BOLTS</u>	YES	NO
A.	Anchor Bolts shall conform to the requirements of AASHTO M314 or ASTM F1554 Grade 55 with a minimum yield strength of 55 ksi.	X	
B.	Anchor Bolts shall be hot dip galvanized per ASTM A153.	X	
C.	Each Anchor Bolt shall be supplied with two hex nuts and two flat washers.	X	
D.	The strength of the nuts shall equal or exceed the proof load of the Anchor Bolts.	X	
E.	A zinc die cast nut cover shall be provided for each Anchor Bolt.	X	
F.	Each Anchor Bolt nut cover shall be attached to the pole with a 0.25" stainless steel, self-tapping, hex head screw.	X	
G.	Anchor Bolts shall be shipped with protective covers to prevent damage to threads	X	
H.	Two (2) steel anchor bolt templates shall be provided for each pole based on anchor bolt size	X	
I.	City of Huntsville prefers all anchor bolt patterns for poles to be designed with 4 anchors per pole with a minimum length of anchors as follows: 1 1/2" anchor bolt patterns = 4 1/2' minimum length anchor, 1 3/4" anchor bolt pattern = 7' minimum length anchor, 2" anchor bolt pattern = 7' minimum length anchor, and 2 1/4" anchor bolt pattern = 7 1/4' minimum length anchor. If a pole cannot be designed using City of Huntsville preferred anchor bolt sizing and four anchor bolts per pole, vendor shall note the exceptions in this Section VI-H. Also, the exceptions should be noted on the bid sheet beside each line item for each size and type of pole where design will not meet City of Huntsville preference.	X	

VII.	STEEL STRAIN POLE ASSEMBLIES – GENERAL / LOADING	YES	NO
A.	A Steel Strain Pole Assembly shall consist of a tapered Pole, Anchor Bolts and a Base Plate.	X	
B.	Steel Strain Pole Assembly shall be designed to support a 12 foot length luminaire arm, which shall support a luminaire weighing 55 lbs.	X	
C.	All design calculations and analysis for Pole, Base Plate, and Anchor Bolts shall be performed using the latest accepted Alabama Department of Transportation (ALDOT) American Association of State Highway and Transportation Officials (AASHTO) design methodology.	X	
D.	Four clamps will be provided with each strain pole to allow for second messenger installation.	X	
E.	Second messenger will be installed so that signals will be free to swing up to 45 degrees each direction allowing the steel strains pole design to be downsized rather than upsized.	X	
F.	Maximum loads and stresses shall be determined for the most critical wind direction.	X	
G.	The Pole shall be analyzed in its final deflected position per section 1.3.3(A)(2), at the Pole base.	X	
H.	Maximum Pole loads, stresses and combined stress ratios (CSR) shall be provided for each group load, as well as maximum top of pole dead load deflection.	X	
I.	Shaft dimensions shall be equivalent in strength for the loads shown on the drawings.	X	
J.	Under “Steel Strain Pole Assembly Loading Scenario A”, the Steel Strain Poles shall be designed to meet the appropriate fatigue loads per span, and span length, as follows:	X	
	A. A box span of 90 feet square (90 feet X 90 feet).	X	
	B. One (1) each 12”, 5-section aluminum signal head with backplate, with the load applied at the center of each span (45 feet from Steel Strain Pole);	X	
	C. One (1) each 15 square feet sign, weighing 45 pounds, with the load applied 6 feet from the center of each span (39 feet from Steel Strain Pole);	X	
	D. One (1) each 12”, 3-section aluminum signal head with backplate, with the load applied 12 feet from the center of each span (33 feet from Steel Strain Pole);	X	
K.	Under “Steel Strain Pole Assembly Loading Scenario B”, the Steel Strain Poles shall be designed to meet the appropriate fatigue loads per span, and span length, as follows:	X	
	A. A box span of 120 feet square (120 feet X 120 feet);	X	
	B. One (1) each 12”, 5-section aluminum signal head with backplate, with the load applied at the center of each span (60 feet from Steel Strain Pole);	X	
	C. One (1) each 15 square feet sign, weighing 45 pounds, with the load applied 6 feet from the center of each span (54 feet from Steel Strain Pole);	X	
	D. One (1) each 12”, 3-section aluminum signal head with backplate, with the load applied 12 feet from the center of each span (48 feet from Steel Strain Pole);	X	
	E. One (1) each 12”, 3-section aluminum signal head with backplate, with the load applied 24 feet from the center of each span (36 feet from Steel Strain Pole);	X	

I.	Under “Steel Strain Pole Assembly Loading Scenario C”, the Steel Strain Poles shall be designed to meet the appropriate fatigue loads per span, and span length, as follows:	X	
	A. A box span of 180 feet square (180 feet X 180 feet);	X	
	B. One (1) each 12”, 5-section aluminum signal head with backplate, with the load applied at the center of each span (90 feet from Steel Strain Pole);	X	
	C. One (1) each 15 square feet sign, weighing 45 pounds, with the load applied 6 feet from the center of each span (84 feet from Steel Strain Pole);	X	
	D. One (1) each 12”, 3-section aluminum signal head with backplate, with the load applied 12 feet from the center of each span (78 feet from Steel Strain Pole);	X	
	E. One (1) each 12”, 3-section aluminum signal head with backplate, with the load applied 24 feet from the center of each span (66 feet from Steel Strain Pole);	X	
	F. One (1) each 12”, 3-section aluminum signal head with backplate, with the load applied 36 feet from the center of each span (54 feet from Steel Strain Pole).	X	
VIII.	<u>STEEL STRAIN POLE ASSEMBLIES – POLE</u>	YES	NO
A.	The Pole shall be fabricated from coil or plate conforming to ASTM A595 Grade A or ASTM A572 Gr 65 with a minimum yield strength of 65 ksi.	X	
B.	The Pole shall be round in cross section and have a constant linear taper of 0.14 in/ft.	X	
C.	The Pole shaft shall be one piece, and contain no circumferential welded butt splices. The shaft shall not be a laminated tube.	X	
D.	All Pole shafts shall be manufactured and shipped in one piece.	X	
E.	The Pole’s minimum wall thickness shall be seven (7) gauge.	X	
F.	The Pole shall have a standard reinforced handhole (minimum 4" x 8") with cover, and shall be located 1'-6" from the Pole base.	X	
G.	Pole shall be provided with a zinc die cast end cap secured in place with set screws or a cap plate secured with a 3/4" diameter bolt, flat washer and mounting bar.	X	
IX.	<u>STEEL STRAIN POLE ASSEMBLIES – BASE PLATE</u>	YES	NO
A.	Base plates shall conform to ASTM A36 with a minimum yield strength of 36 ksi or ASTM A572 Grade 42 with a minimum yield strength of 42 ksi.	X	
B.	Base Plates shall be integrally welded to the tubes with a telescopic welded joint.	X	
X.	<u>STEEL STRAIN POLE ASSEMBLIES – ANCHOR BOLTS</u>	YES	NO
A.	Anchor Bolts shall conform to the requirements of AASHTO M314 or ASTM F1554 Grade 55 with a minimum yield strength of 55 ksi.	X	
B.	Anchor Bolts shall be hot dip galvanized per ASTM A153.	X	
C.	Each Anchor Bolt shall be supplied with two hex nuts and two flat washers.	X	
D.	The strength of the nuts shall equal or exceed the proof load of the Anchor Bolts.	X	
E.	A zinc die cast nut cover shall be provided for each Anchor Bolt.	X	
F.	Each Anchor Bolt nut cover shall be attached to the pole with a 0.25" stainless steel, self tapping, hex head screw.	X	
G.	Anchor Bolts shall be shipped with protective covers to prevent damage to threads.	X	

H.	Two (2) steel anchor bolt templates shall be provided for each pole based on anchor bolt size	X	
XI.	<u>SUBMITTAL REQUIRED AT TIME OF BID</u>	YES	NO
	All bidders will provide a design drawing for a 40' height Steel Strain using Loading Scenario "C" specifications. Purpose of this is to assure that Steel Strain designs offered for bid will meet our expectations and specifications. Bidders should pay particular attention to Specification 7.d and 7.e that state "Four clamps will be provided with each strain pole to allow for second messenger installation." And "Second messenger will be installed so that signals will be free to swing up to 45 degrees each direction allowing the steel strains pole design to be downsized rather than upsized. PROVIDE REQUIRED DOCUMENTATION WITH BID.	X	
XII.	<u>MAST ARM ASSEMBLIES – ANCHOR BOLTS</u>	YES	NO
A.	Anchor Bolts shall conform to the requirements of AASHTO M314 or ASTM F1554 Grade 55 with a minimum yield strength of 55 ksi.	X	
B.	Anchor Bolts shall be hot dip galvanized per ASTM A153.	X	
C.	Each Anchor Bolt shall be supplied with two hex nuts and two flat washers.	X	
D.	The strength of the nuts shall equal or exceed the proof load of the Anchor Bolts.	X	
E.	A zinc die cast nut cover shall be provided for each Anchor Bolt.	X	
F.	Each Anchor Bolt nut cover shall be attached to the pole with a 0.25" stainless steel, self-tapping, hex head screw.	X	
G.	Anchor Bolts shall be shipped with protective covers to prevent damage to threads	X	
H.	City of Huntsville prefers all anchor bolt patterns for poles to be designed with 4 anchors per pole with a minimum length of anchors as follows: 1-1/4" anchor bolt patters = 4-1/2' minimum length anchor, 1 1/2" anchor bolt patterns = 4 1/2' minimum length anchor, 1 3/4" anchor bolt pattern = 7' minimum length anchor, 2" anchor bolt pattern = 7' minimum length anchor, and 2 1/4" anchor bolt pattern = 7 1/4' minimum length anchor. All exceptions shall be noted on the bid sheet beside each line item for each size and type of pole where design will not meet City of Huntsville preference.	X	
XIII.	<u>DISCOUNT PERCENTAGE</u>	YES	NO
A.	A discount percentage must be specified for items not specifically listed on the Bidder Pricing Form.	X	
B.	Quotes must be submitted for all items not specifically listed in the bid. All quotes must contain the list price, the discount percentage and the discounted price.	X	

APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

Name of Proposer (exactly as it would appear on an agreement):

CDK Enterprises, LLC

Doing-Business-As Name of Proposer:

Southern Lighting

Principal Office Address:

113 Industrial Park Dr
Cumming, GA 30040

Telephone Number:

770-205-9007

Fax Number:

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:

6-24-2024

Location of incorporation:

Delaware

The corporation is held:

Publicly ___ Privately **X**

Names and titles of corporate officers:

John Bolt - President

Robert Piasecki - CFO

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 ☒
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. 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.

I affirm that I understand and agrees 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.

Signature of Proposer

Craig Carrow

Print or Type Name of Proposer

5/13/2025

Date

CDK Enterprises, LLC

Legal Name of Firm

113 Industrial Park Dr

Mailing Address

Cumming GA 30040

City State Zip Code

770-205-9007

Phone Fax

ccarrow@southernltg.com

Email Address

www.southernltg.com

Website Address

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): CDK Enterprises, LLC/ Southern Lighting
- City of Huntsville current taxpayer identification number (if available): _____
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

B. Type of Ownership. Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

Type of Ownership (check appropriate box)	Entity I. D. Number & Applicable State
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input checked="" type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State: 4037475 Delaware
<input type="checkbox"/> LLC (Multi-Member)	Number & State:
<input type="checkbox"/> Corporation	Number & State:
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

C. Entity I.D. Numbers. If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: www.sos.state.al.us/, under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

D. Formation Documents. Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, are not required unless: (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.

Signature: _____ Title (if applicable): VP
 Type or legibly write name: Craig Carrow Date: 5/13/2025



Alabama Secretary of State



CDK Enterprises, LLC	
Entity ID Number	000-936-930
Entity Type	Foreign Limited Liability Company
Principal Address	113 INDUSTRIAL PARK DRIVE CUMMING, GA 30040
Principal Mailing Address	113 INDUSTRIAL PARK DRIVE CUMMING, GA 30040
Status	Exists
Place of Formation	Delaware
Formation Date	12/28/1999
Qualify Date	07/27/2007
Registered Agent Name	C T CORPORATION SYSTEM
Registered Office Street Address	2 NORTH JACKSON STREET SUITE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	2 NORTH JACKSON STREET SUITE 605 MONTGOMERY, AL 36104
Nature of Business	
Annual Reports	
Report Year	<u>2006</u> <u>2007</u>
Transactions	
Transaction Date	07/30/2024
Legal Name Changed From	CDK Enterprises, Inc.
Transaction Date	07/30/2024
Miscellaneous Filing Entry	CONVERSION FROM F/C FILED
Transaction Date	07/30/2024
Place of Formation Changed	from Georgia to Delaware
Transaction Date	07/30/2024
Principal Office Changed From	260 E CROSSVILLE RD ROSWELL, GA 30075
Transaction Date	07/30/2024
Registered Agent Changed From	CURTIS, SCOTT 1031 HERMITAGE CIRCLE BIRMINGHAM, AL 35242

CDK Enterprises, LLC	
Scanned Documents	
Document Date / Type / Pages	<u>07/27/2007</u> <u>Certificate of Formation</u> <u>1 pg.</u>
Document Date / Type / Pages	<u>07/30/2024</u> <u>Conversion</u> <u>3 pgs.</u>

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Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: 2025-474

Department: Urban Development

Subject:

Type of Action: Approval/Action

Resolution authorizing the City of Huntsville to reimburse the Industrial Development Board of the City of Huntsville for due diligence expenses incurred for anticipated Industrial Development projects.

Resolution No.

Finance Information:

Account Number: TBD

City Cost Amount: \$ 409,309.68

Total Cost: \$ 409,309.68

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address:

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

Additional Comments:



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: TMP-5622

Department: Urban Development

Subject:

Type of Action: Approval/Action

Resolution authorizing the City of Huntsville to transfer funds in the amount of \$409,309.68 to the Industrial Development Board of the City of Huntsville for expenses incurred for services performed for anticipated potential development projects.

Resolution No.

Finance Information:

Account Number: TBD

City Cost Amount: \$ 409,309.68

Total Cost: \$ 409,309.68

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address:

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

Additional Comments:

RESOLUTION NO. 25-_____

WHEREAS, The Industrial Development Board of the City of Huntsville has acted on behalf of the City of Huntsville to assure certain necessary due diligence services were performed for anticipated potential industrial development projects, and

WHEREAS, the Industrial Development Board of the City of Huntsville has invoiced and requested reimbursement from the City of Huntsville for incurred costs of due diligence services for two potential projects in the amounts of \$295,043.38 (invoice attached hereto as Exhibit A) and \$114,266.30 (invoice attached hereto as Exhibit B) for a combined total amount of \$ 409,309.68.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be and is hereby authorized to take all actions necessary to transfer funds in the amount of \$ 409,309.68 to satisfy the amount owed pursuant to Exhibits A and B.

ADOPTED this the 12th day of June, 2025.

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

APPROVED this the 12th day of June, 2025.

Mayor of the City of Huntsville, Alabama

EXHIBIT A

Industrial Development Board - City of Huntsville

225 Church St NW
Huntsville, AL 35801**Invoice**

Date	Invoice #
1/31/2025	CITYHSV25-1

Bill To
City of Huntsville Shane Davis 308 Fountain Cir SW Huntsville, AL 35801

P.O. No.	Terms	Project
	Due on Receipt	

Quantity	Description	Rate	Amount
	North Huntsville Industrial Park - Archeology, Phase I Environmental, and Geotech Investigation Work	295,043.38	295,043.38
		Total	\$295,043.38

EXHIBIT B

Industrial Development Board - City of Huntsville

225 Church St NW
Huntsville, AL 35801

Invoice

Date	Invoice #
1/31/2025	CITYHSV25-2

Bill To
City of Huntsville Shane Davis 308 Fountain Cir SW Huntsville, AL 35801

P.O. No.	Terms	Project
	Due on Receipt	

Quantity	Description	Rate	Amount
	Project Mountaintop - Industrial Development Due Diligence Materials (Phase I and II ESAs and Geotechnical Reports)	114,266.30	114,266.30
		Total	\$114,266.30



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: 2025-475

Department: Urban Development

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an Amended and Restated Project Development Agreement and Amended and Restated Project Ground Lease between the City of Huntsville, Alabama and BREG HSV, LLC., for the Joe Davis Hotel Development.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

N/A



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: TMP-5624

Department: Urban Development

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an Amended and Restated Project Development Agreement and Amended and Restated Project Ground Lease between the City of Huntsville, Alabama and BREG HSV, L.L.C., for the Joe Davis Hotel Development.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

N/A

RESOLUTION NO. 25-

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 Amended and Restated Project Development and Agreement and Amended and Restated Ground Lease between the City of Huntsville, Alabama and BREG HSV, L.L.C., for Joe Davis Stadium Hotel Development, 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 "Amended and Restated Project Development Agreement and Amended and Restated Ground Lease between the City of Huntsville, Alabama and BREG HSV, L.L.C., for Joe Davis Stadium Hotel Development," consisting of a total of seventy-two (72) additional pages consisting of Attachments 1-16, and the date of June 12, 2025, 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 12th day of June, 2025.

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

APPROVED this the 12th day of June, 2025.

Mayor of the City of Huntsville,
Alabama

AMENDED AND RESTATED PROJECT DEVELOPMENT AGREEMENT

THIS AMENDED AND RESTATED PROJECT DEVELOPMENT AGREEMENT (the "**Agreement**") is hereby made and entered into on **June 12, 2025** (the "**Effective Date**") by and between the **CITY OF HUNTSVILLE**, an Alabama municipal corporation (the "**City**" or "**Huntsville**"), and **BREG HSV, LLC**, an ALABAMA limited liability company (the "**Company**"). The Company and the City are herein together sometimes referred to collectively as the "**Parties**".

RECITALS

WHEREAS, the City owns fee simple title to a 1980s-era public athletic stadium known as Joe Davis Stadium ("**Joe Davis Stadium**"), which the City has redesigned and converted from a single-use baseball facility into a modern, multisport venue for a Division III "MLS Next Pro" professional outdoor men's soccer team, as well as high school football, soccer, lacrosse, field hockey, and other field sports (the "**Renovated Stadium**"); and

WHEREAS, the City desires for the Renovated Stadium to advance the City's reputation as a regional and national destination for entertainment, tourism, and related commercial activities, and has determined that the development of modern overnight accommodations adjacent to the Renovated Stadium, similar to other regional and national sports venues, will advance said goals and interests of the City while also promoting commercial development and enhancement of the quality of life within the City; and

WHEREAS, the City owns certain real property aggregating approximately 4.09 acres adjacent to the Hotel Site for the Renovated Stadium and as more particularly described on **Exhibit A** hereto (the "**Hotel Project Site**"), and the City and the Company desire for the Company to cause to be developed into two hotels which in aggregate shall include, at a minimum: (i) a limited-service or extended stay hotel with a combined 200 rooms; and (ii) meeting space for general meetings, conferences or events. The hotel shall initially be a Hilton product or equivalently branded hotel property similar to those found in southeastern cities in the United States, such as Atlanta, Birmingham, Charlotte, Greenville or Nashville, all as shall be more particularly set forth and described in the Hotel Project Development Plan hereinafter defined (the "**Hotel Project**"); and

WHEREAS, the City and the Company have determined for the City to lease the Hotel Project Site to the Company in exchange for the payment of rent and other obligations of the Company to the City, for an initial term of twenty (25) years and with the Company to have the right to extend the same for two (2) additional terms of twenty-five (25) years each, all pursuant to and as more particularly described in the Hotel Project Lease hereinafter authorized and defined; and

WHEREAS, the Company has also approached the City seeking the acquisition of an approximately 1.5 acre site in the vicinity of the Hotel Project Site located at the corner of Memorial Parkway and Don Mincher Drive as more particularly described on **Exhibit B** hereto

President of the City Council of the City
of Huntsville, AL
Date: June 12, 2025

(the "**Commercial Site**") for the development of a commercial project containing restaurants and retail developments (the "**Commercial Project**"), all as more particularly described herein; and

WHEREAS, the Company has requested that the City agree not transfer, encumber or otherwise dispose of the Commercial Site for the period hereinafter defined as the "Commercial Site Non-Encumbrance Period", following which time the City and the Company may determine for the City to convey the Commercial Site to the Company for development of the Commercial Project; and

WHEREAS, the City has determined that the Hotel Project is necessary and desirable in order to, among other things, (i) enhance the draw of the Renovated Stadium for spectators from outside the Huntsville area and, by extension, promote and enhance tourism and commercial activities within the City, (ii) support and expand commercial and entertainment activities occurring within the Renovated Stadium, (iii) accommodate overnight lodging needs of the City and enhance lodging tax revenues and receipts of the City, (iv) foster and promote activities at the various entertainment, commercial and retail developments around the Hotel Project Site, (v) promote tourism, commerce and industry within Huntsville, and (vi) enhance the overall quality of life for the residents and citizens of the City; and

WHEREAS, the agreement of the City to lease the Hotel Project Site to the Company as herein provided and set forth in the form of Hotel Project Ground Lease is determined by the City to be in the public interest and is being made under and in furtherance of any power and authority authorized by Amendment 772 to the Constitution of Alabama of 1901 (the "**Alabama Constitution**"), and the City has determined that the expenditure of public funds for the purposes herein specified will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities; and

WHEREAS, on November 17, 2023, the City and the Company entered into that certain Project Development Agreement as it relates to the Hotel Project and the Commercial Project (the "Original Agreement"); and

WHEREAS, the City and the Company desire to amend and restate the Original Agreement on the terms and conditions as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the foregoing premises, the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby covenant, agree and bind themselves as follows:

ARTICLE I
REPRESENTATIONS AND WARRANTIES

Section 1.1 Representations and Warranties of the City. The City makes the following representations, warranties and findings:

(a) The City is duly organized as a municipal corporation under the laws of the State of Alabama and by action of its governing body has duly authorized the execution, delivery and performance of this Agreement.

(b) Neither the authorization, execution and delivery of, nor the performance of, this Agreement by City, violates, constitutes a default under or a breach of (i) any agreement, instrument, contract, mortgage, ordinance, resolution or indenture to which the City is a party or to which the City or its assets or properties are subject; or (ii) any law, judgment, decree, order, ordinance, rule, regulation, consent or resolution applicable to the City or any of its assets or properties.

(c) There is not now pending nor, to the knowledge of the City, threatened, any litigation affecting the City which questions (i) the validity or organization of the City, (ii) the members, titles or positions of the members of the governing body or the manner in which the officers of the City are selected or (iii) the subject matter of this Agreement.

Section 1.2 Representations and Warranties of the Company.

The Company hereby makes the following representations, warranties and findings:

(a) The Company is duly organized and validly existing as a limited liability company under the laws of the State of Alabama, and has duly authorized its execution, delivery and performance of this Agreement.

(b) Neither the execution and delivery of this Agreement, nor the performance hereof, by the Company requires any consent of, filing with or approval of, or notice to, or hearing with any person or entity (including, but not limited to, any governmental or quasi-governmental entity) except for such consents, filings, notices and hearings described herein or already held or maintained.

(c) Neither the authorization, execution and delivery of, nor the performance of, this Agreement by the Company, violates, constitutes a default under or a breach of (i) the Company's certificate of formation, operating agreement or other organizational documents of the Company, (ii) any agreement, instrument, contract, mortgage or indenture to which the Company is a party or to which the Company or its assets are subject, or (iii) any law, judgment, decree, order, ordinance, rule, regulation, consent or resolution applicable to the Company or any of its assets.

(d) There is not now pending nor, to the knowledge of the Company, threatened, any litigation affecting the Company which questions (i) the validity or organization of the Company, (ii) the titles or positions of the members of the Company or its officers or the

manner in which they are elected or (iii) the subject matter of this Agreement.

ARTICLE II

DUE DILIGENCE; DEVELOPMENT PLAN

Section 2.1 Due Diligence. (a) The Company shall have a period of ninety (90) days from the Effective Date (the "***Due Diligence Period***") to conduct its due diligence respecting the Hotel Project Site. The Company shall bear all costs of any environmental assessment, title examination or insurance, surveys and other diligence that the Company shall elect to conduct on or respecting the Hotel Project Site. The Company shall not interrupt existing City or other permitted activities on the Hotel Project Site as it conducts its due diligence of the Hotel Project Site. The Company shall have the right during the Due Diligence Period to elect not to proceed with the Hotel Project for any reason, including without limitation if due diligence of the Hotel Project Site by the Company reveals defects in the Hotel Project Site or other issues that in the Company's sole judgment make the Hotel Project Site unsuitable for the Hotel Project. The Company shall have through the close of the Due Diligence Period to notify the City in writing whether it desires to proceed with the Hotel Project and the other transactions described in this Agreement. If the Company elects not to proceed with the Hotel Project as aforesaid, then this Agreement shall terminate and the Parties shall have no obligations to one another.

(b) The Hotel Site will be provided by the City on an "as-is" basis, and the City makes no representation or warrant concerning the Hotel Site, any conditions or other elements that may be on the Hotel Site, title to the Hotel Site, or the suitability of the Hotel Site for the Hotel Project, it being the understanding of the Parties that the Company shall be solely responsible for evaluating the condition, title, and suitability of the Hotel Site for the Hotel Project. The Company shall be solely responsible for obtaining any and all title insurance coverage desired by the Company with respect to the Hotel Site.

Section 2.2 Proposed Development Plan; Development Plan. (a) The Company shall cause to be prepared detailed plans, specifications, and drawings respecting the Hotel Project (the "***Proposed Development Plan***") for approval by the City as set forth herein. The Proposed Development Plan shall be two hotels and related parking as shown on ***Exhibit C*** hereto, containing:

- (i) plans and specifications, facade renderings of front portion, and renderings of the back and side portions of the Hotel Project;
- (ii) the number of overnight rooms for each of the two hotels within the Hotel Project;
- (iii) locations, square footage and related dimensions and physical attributes of each component of the Hotel Project (e.g., parking; meeting spaces;; outdoor area);

- (iv) details for the common area improvements, including, without limitation, parking, landscaping, sitting walls, exterior lighting, common areas and fencing; and
- (v) the hotel flag/brand (each, a "**Flag**" and, collectively, the "**Flags**") for each of the two hotels within the Hotel Project.

The Company understands, acknowledges and agrees that the Proposed Development Plan shall provide such information as shall enable the City to ascertain the appearance, size, scale, look, composition and nature of the proposed Hotel Project, and to analyze intended uses therein.

(b) The City, acting by and through its Mayor or its Director of Urban Planning and Economic Development (the "**City Director**"), shall review the Proposed Development Plan in a reasonably timely manner and shall have a period of not more than 20 days from actual receipt of the Proposed Development Plan to either approve the same in writing or provide written comments outlining the reasons for rejection of the Proposed Development Plan, including, but not limited to, such items as architectural finishes. If the Mayor or the City Director (acting by and on behalf of the City) rejects the Proposed Development Plan, the Company shall have a reasonable period of time to revise the Proposed Development Plan to be responsive to such written comments, and the process set forth herein for consideration of the Proposed Development Plan, as so revised, by the City (acting by and through the Mayor or the City Director) for approval shall also apply to any such revised Proposed Development Plan.

(c) If the Mayor or the City Director, acting by and on behalf of the City, approves the Proposed Development Plan within fifteen (15) days of the conclusion of the Due Diligence Period (said period, the "**Development Plan Approval Period**"), then the same shall become the final development plan for the Hotel Project (the "**Development Plan**"). The Development Plan shall not be changed or modified without the prior written consent of the City (with the Mayor or the City Director acting by and on behalf of the City for such purpose).

(d) If the Proposed Development Plan is not approved as aforesaid by the close of the Development Plan Approval Period, then each of the Parties shall have the right to terminate this Agreement, upon which the Parties shall have no further obligation to one another hereunder and this Agreement shall terminate and be of no further force or effect.

ARTICLE III

THE HOTEL PROJECT GROUND LEASE; CITY TITLE TO THE HOTEL SITE

Section 3.1 Hotel Project Ground Lease. Upon approval of the Development Plan by the Mayor or the City Director (acting by and on behalf of the City) pursuant to Article II hereof, the Parties shall enter into an absolute triple-net Amended and Restated Ground Lease for the Hotel Site in the form set forth on **Exhibit D** hereto, with such changes thereto as the Mayor shall deem necessary or desirable and in furtherance of the terms and intentions of this Agreement (the "**Hotel Project Ground Lease**").

Section 3.2 City to Forever Retain Title Ownership to the Hotel Site: Certificates Respecting Hotel Project Ground Lease. (a) The Company understands, acknowledges and agrees that at no time shall the City lose fee simple title ownership to the Hotel Site or any portion thereof, and that the Hotel Site shall not become subject to any liens or rights of any person or entity other than a Leasehold Mortgage. The Company agrees that no lender, debt holder, partner, affiliate or other person or entity shall be given a mortgage, other than a Leasehold Mortgage, or foreclosable interest or right in or to any portion of the Hotel Site, nor shall the City be required to enter any agreement where its ownership interest would be subordinated to the rights of any lender, entity or person. As used herein, "***Leasehold Mortgage***" shall mean a mortgage on the rights of the Company under the Hotel Project Ground Lease that permits the beneficiary of such mortgage to assume the rights and obligations of the Company under the Hotel Project Ground Lease upon the occurrence of certain events, but that expressly provides that such mortgage does not permit such beneficiary to foreclose or otherwise obtain ownership of the Hotel Site.

(b) At all times while the Hotel Project Ground Lease is in effect, the Company shall from time to time execute, and/or cause its lenders, tenants, contractors and agents (as the case may be) to execute, such documents or instruments as shall be reasonably required by the City to evidence the City's fee simple ownership in the Hotel Site should the City ever be required or desire to demonstrate the same.

(c) The City from time to time shall work in good faith with the Company to negotiate, execute and deliver to the holder of any Leasehold Mortgage such certificates of the City, in its capacity as Lessor under the Hotel Project Ground Lease, as shall be reasonably required confirming the term then in effect of the Hotel Project Ground Lease, the existence and conditions for any renewal of such term, the absence of any known defaults or events of default thereunder or hereunder, and the knowledge of the City as to its ownership of the Hotel Project Site, as well as to confirm and agree to provide such holder rights of notice and confirm the cure rights of such holder, as set forth in the Hotel Project Ground Lease, for any default or event of default hereunder or under the Hotel Project Ground Lease.

ARTICLE IV **THE HOTEL PROJECT**

Section 4.1 Development of the Hotel Project. (a) The Company hereby covenants and agrees to design, develop, and construct the Hotel Project in accordance with the Development Plan and consistent with the terms of Article II hereof. Any material deviation from the Development Plan must be submitted to the City in writing by the Company at such time as the Company determines to make such change. The Company shall be responsible for any and all costs incident to the development of the Hotel Project.

(b) The Company hereby covenants and agrees to have Commenced Construction of the Hotel Project within twelve (12) months of the effective date of the Hotel Project Ground Lease (the "***Commencement Deadline***"); provided, if due to the occurrence of a Force Majeure Event the Company is not able to Commence Construction of the Hotel Project by the Commencement Deadline, then for each day of the Force Majeure Event said deadline shall be extended by one day to address such condition before the Company shall be considered in default of such

obligation; provided (i) at the time of the Force Majeure Event the Company is claiming or anticipating, the Company shall have first provided written notice to the City containing: (1) a description of the Force Majeure Event, (2) an explanation of how the Company anticipates such event will affect the Company's ability to timely perform such obligations, (3) the actions the Company plans to undertake in order to address the conditions caused by the Force Majeure Event, and (4) an estimate of how long the Company anticipates the Force Majeure Event will delay its ability to Commence Construction of the Hotel Project; and (ii) in no event shall the Company have more than eighteen (18) months from the effective date of the Hotel Project Ground Lease to have Commenced Construction of the Hotel Project.

(c) The Company hereby covenants and agrees to have Completed Construction of the Hotel Project by December 31, 2026 (the "**Completion Deadline**"); provided, if due to the occurrence of a Force Majeure Event the Company is not able to Complete Construction of the Hotel Project by the Completion Deadline, then for each day of the Force Majeure Event said deadline shall be extended by one day to address such condition before the Company shall be considered in default of such obligation; provided (i) at the time of the Force Majeure Event the Company is claiming or anticipating, the Company shall have first provided written notice to the City containing: (1) a description of the Force Majeure Event, (2) an explanation of how the Company anticipates such event will affect the Company's ability to timely perform such obligations, (3) the actions the Company plans to undertake in order to address the conditions caused by the Force Majeure Event, and (4) an estimate of how long the Company anticipates the Force Majeure Event will delay its ability to have Completed Construction of the Hotel Project; and (ii) in no event shall the Company have more than five years from the Effective Date to have Completed Construction of the Hotel Project.

(d) As used in this Agreement (1) "**Commence Construction**" or "**Commenced Construction**" shall be deemed to have occurred at such time as the Company shall have obtained a building permit for the Hotel Project and shall have poured and completed all foundations and footings for the Hotel Project, (2) "**Completed Construction**" or "**Complete Construction**" shall be deemed to have occurred at such time as a certificate of occupancy shall have been delivered for the Hotel Project; and (3) "**Force Majeure Event**" shall mean and include a material matter beyond the reasonable control of the Company (excluding unfavorable economic conditions), including acts of God, including without limitation earthquakes, fire, floods, tornadoes, hurricanes, and extreme weather conditions (but not including normal seasonal inclement weather); acts of terrorism, epidemics, pandemics, quarantine restrictions, freight embargos, and national financial crises that limit normal extensions of credit to the Company for the Hotel Project.

Section 4.2 Additional Obligations Respecting Overall Construction. All construction activities regarding any portion of the Hotel Site shall be conducted in compliance with all applicable laws, ordinances, rules and regulations of any governmental authority, including, without limitation, all applicable licenses, permits, building codes, restrictive covenants, zoning and subdivision ordinances and flood, disaster and environmental protection laws. The Company shall cause any architect, general contractor, subcontractor or other business performing any work in connection with the construction of the Hotel Project or any other improvements on the Hotel Site to obtain all necessary permits, licenses and approvals to construct the same. It is understood and acknowledged that the City will not waive any fees, access fees,

or related expenses for any permits, licenses or approvals that must be obtained from the City or any other governmental authority in connection with construction or operation of the Hotel Project. The City's approval of the Development Plan shall not be deemed an approval or waiver of any compliance by the Company or the Hotel Project with any such applicable laws.

Section 4.3 Good Standing. The Company, and any affiliate thereof, shall maintain its good standing within the City and shall at all times during the term of this Agreement and the Hotel Project Ground Lease be in compliance with all applicable laws, ordinances, rules and regulations of the City and, further, shall be current in payment of any and all taxes, fees, and other charges imposed by the City.

Section 4.4 Casualty Event. (a) Upon the occurrence of a Casualty Event, the Company shall have the right, but be under no obligation, to rebuild, reconstruct, repair, reconfigure or otherwise restore the Hotel Project as more particularly set forth in the Hotel Project Ground Lease.

(b) As used herein, "*Casualty Event*" shall mean an event whereby the Hotel Project is destroyed or materially damaged in whole or part by fire, windstorm, flooding, or any other cause whatsoever.

Section 4.5 Exemption from City Liability. In addition to the other provisions contained herein relieving the City from responsibility with respect to the Hotel Project, the Company hereby agrees that the City shall not be liable for injury to the Company's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of the Company, the Company's employees, tenants, customers, invitees, guests, contractors, visitors, or any other person in or about the Hotel Project, nor shall the City be liable for injury to the person of the Company, the Company's agents, employees, tenants, customers, invitees, guests, contractors, or visitors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wire, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, where the said damage or injury results from conditions arising upon the Hotel Project or upon other portions of the Hotel Site and which are not the result of the actions of the City. In addition to, and not in limitation of, the foregoing, the Company hereby acknowledges and agrees, for itself and on behalf of its agents, employees, tenants, customers, invitees, guests, contractors, and visitors, that the use of the Hotel Project or any other portions of the Hotel Site by any person is done at his, her or its own risk, and that the City shall not be responsible for any loss, damage or expense incurred by any user of the Hotel Project or any other portions of the Hotel Site. The foregoing shall in no event, however, be deemed to constitute a release of the City from claims due to the actions, willful misconduct, or inaction of the City in violation of this Agreement.

Section 4.6 Indemnity. (a) The Parties hereto understand, acknowledge and agree that the City's sole involvement with the Hotel Project shall be as landlord under the Hotel Project Ground Lease, and that the City shall incur no cost, expense, obligation, or liability as a result of the construction, development or operation of the Hotel Project or from any other activities occurring on the Hotel Site.

(b) The Company shall indemnify and hold harmless the City from and against any and all claims arising from the Company's, or any employee, agent, or invitee of the Company, negligence or misconduct in the operation or use of the Hotel Project, or arising from any negligence or willful misconduct of any of the tenants of the Hotel Project, and from and against all costs, attorney's fees, expenses and liabilities reasonably incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against the City by reason of any such claim, the Company upon notice from the City shall defend the same at Company's sole expense by counsel chosen by the Company and reasonable acceptable to the City, unless the City shall have a reasonable objection to same. The provisions of this Section 4.6 shall survive the termination of this Agreement.

ARTICLE V

THE COMMERCIAL SITE; THE COMMERCIAL PROJECT

Section 5.1 Commercial Site Non-Encumbrance Period. The City covenants and agrees not to transfer, encumber, or otherwise dispose of the Commercial Site while this Agreement is in effect for a period commencing on the Effective Date hereof and running through, (provided that the Company shall have Commenced Construction of the Hotel Project in accordance with the terms of this Agreement) eighteen (18) months from the Effective Date (such period, the "***Commercial Site Non-Encumbrance Period***"). The Commercial Site Non-Encumbrance period may be extended for an additional period of twelve (12) months upon the written request of the Company and the written approval of such request issued by the Mayor (acting by and on behalf of the City) on or before the expiration of the original Commercial Site Non-Encumbrance Period. Anything in the Agreement to the contrary notwithstanding, whether express or implied, if the Company fails to have Commenced Construction of the Hotel Project by the Commencement Deadline, as the same may be extended as set forth in Article IV hereof, the agreements, restrictions and obligations respecting the Commercial Site agreed to or imposed upon the City set forth in this Section 5.1 and elsewhere in this Article V shall be of no further force or effect, and nothing in this Agreement or the Hotel Project Ground Lease shall limit or be deemed to limit the rights of the City to use the Commercial Site in the full discretion of the City and without regard to the provisions of this Agreement and the Hotel Project Ground Lease.

Section 5.2 Presentation of Commercial Site Development Concept; Commercial Site Sale. (a) The Company shall have through the close of the Commercial Site Non-Encumbrance Period to present a conceptual design for a restaurant, retail or hospitality development for the Commercial Site, including preliminary renderings, development parameters (the "***Conceptual Plan***"). If the City (with the Mayor or the City Director herein authorized to act on behalf of the City) approves the Conceptual Plan, then the Commercial Site Non-Encumbrance Period shall be extended for a period of sixty (60) days to permit time for the Company and the City to negotiate terms of and enter into one or more agreements (collectively, the "***Commercial Site Development and Sale Agreement***") for the sale of the Commercial Site to the Company for development of the commercial facility or facilities described in and based on the Conceptual Plan. All terms and provisions for the sale of the Commercial Site, including, without limitation, details for development of improvements on the Commercial Site, the purchase price for the Commercial Site, representations, warranties, and covenants of the two parties shall be contained and set forth in the Commercial Site Development and Sale Agreement; provided,

the purchase price shall equal \$5.00/square foot and the earnest money deposit shall be equal to 10% of the purchase price of the Commercial Site.

(b) If the Parties are unable to reach definitive terms and finalize the Commercial Site Development and Sale Agreement within the aforesaid Commercial Site Non-Encumbrance Period, as the same may be extended by Section 5.2, then the restrictions and obligations respecting the Commercial Site imposed upon the City set forth in this Section 5.2 and elsewhere in this Article V shall be of no further force or effect, and nothing in this Agreement or the Hotel Project Ground Lease shall limit or be deemed to limit the rights of the City to use the Commercial Site in the full discretion of the City and without regard to the provisions of this Agreement and the Hotel Project Ground Lease.

ARTICLE VI

CONDITIONS PRECEDENT

Section 6.1 Condition Precedent to City's Obligations.

The City shall not be obligated to enter the Hotel Project Ground Lease or to undertake any of its other obligations hereunder until:

- (i) The Development Plan shall have been approved pursuant to Article II hereof; and
- (ii) The City shall have received the Company's executed counterpart of this Agreement, executed by a duly authorized officer of the Company; and
- (iii) The Company shall have provided the City a copy of its duly-executed (or to be executed contemporaneously with the Hotel Project Ground Lease) and enforceable franchise agreement with each Flag for the Hotel Project.

Section 6.2 Conditions Precedent to Company's Obligation.

The Company shall not be obligated to enter the Hotel Project Ground Lease or to develop and construct the Hotel Project until:

- (i) The Company shall have received the City's executed counterpart of this Agreement, executed by a duly authorized officer of the City; and
- (ii) The Development Plan shall have been approved pursuant to Article II hereof.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

Section 7.1 Events of Default by the City.

(a) Any one or more of the following shall constitute an event of default under this Agreement by the City (herein called a "***City Event of Default***") (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(i) A petition or answer is filed by the City proposing the adjudication of the City as a bankrupt or its reorganization, arrangement or debt readjustment under any present or future federal bankruptcy code or any similar federal or state law in any court, or if any such petition or answer is filed by any other person and such petition or answer shall not be stayed or dismissed within 60 days; or

(ii) Failure by the City to perform or observe any of its agreements or covenants contained in this Agreement, which failure shall have continued for a period of thirty (30) calendar days after written notice thereof from the Company, unless (A) the Company shall agree in writing to an extension of such period prior to its expiration, or (B) during such thirty (30) day period or any extension thereof, the City has commenced and is diligently pursuing appropriate corrective action; or

(iii) a default, following expiration of any applicable cure period, by the City under the Hotel Project Ground Lease.

(b) If a City Event of Default exists, the sole and exclusive remedy of the Company shall be mandamus for performance of the City obligation. The Company shall not be entitled to any other damages whatsoever, including, without limitation, compensatory damages, business interruption damages, incidental damages, punitive damages, consequential damages, or similar damages, whether arising at law, in equity or otherwise.

Section 7.2 Events of Default by the Company.

(a) Any one or more of the following shall constitute an event of default under this Agreement by the Company (herein called a "***Company Event of Default***") (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(i) at any time prior to the completion by Company of its obligations hereunder, the Company is dissolved or liquidated, or the filing by the Company of a voluntary petition in bankruptcy, or the Company seeking of or consenting to or acquiescing in the appointment of a receiver of all or substantially all of its property,

or the adjudication of the Company as a bankrupt, or any assignment by the Company for the benefit of its creditors, or the entry by the Company into an agreement of composition with its creditors, or if a petition or answer is filed by the Company proposing the adjudication of the Company as a bankrupt or its reorganization, arrangement or debt readjustment under any present or future federal bankruptcy code or any similar federal or state law in any court, or if any such petition or answer is filed by any other person and such petition or answer shall not be stayed or dismissed within sixty (60) days; or

(ii) failure by the Company to perform or observe any of its agreements or covenants contained in this Agreement, which failure shall have continued for a period of thirty (30) calendar days after written notice thereof from the City, unless (A) the City shall agree in writing to an extension of such period prior to its expiration, or (B) during such thirty (30) day period or any extension thereof, the Company has commenced and is diligently pursuing appropriate corrective action; or

(iii) a default, following expiration of any applicable cure period, by the Company under the Hotel Project Ground Lease.

(b) During any period after the City has provided written notice to the Company specifying the existence of a Company Event of Default and during which the Company has failed to cure said Company Event of Default to the reasonable satisfaction of the City, the City may proceed to protect its rights hereunder by suit in equity, action at law or other appropriate proceedings, whether for the specific performance of any covenant or agreement of the Company herein contained; provided the City shall not be entitled to any other damages whatsoever, including, without limitation, punitive, incidental, or consequential damages, whether arising at law or in equity.

(c) If a City Event of Default exists, the sole and exclusive remedy of the Company shall be mandamus for performance of the City obligation. The Company shall not be entitled to any other damages whatsoever, including, without limitation, compensatory damages, business interruption damages, incidental damages, punitive damages, consequential damages, or similar damages, whether arising at law, in equity or otherwise.

Section 7.3 Remedies Subject to Applicable Law. All rights, remedies and powers provided in this Article VI may be exercised only to the extent the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article VI are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that the same will not render this Agreement invalid or unenforceable.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

Section 8.1 Term. Subject to and upon the terms and conditions set forth herein, this Agreement shall continue in force and effect at all times during the term of the Hotel Project Ground Lease.

Section 8.2 Restrictions on Assignment. The Company shall not have the right to assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the City prior to having Completed Construction (as defined in the Hotel Project Ground Lease) of the Hotel Project, and any purported assignment, transfer, encumbrance or hypothecation of this Agreement or any of the rights or obligations hereunder in violation of this Section 8.2 shall be null and void and of no force or effect. At any time following Completed Construction of the Hotel Project, the Company shall have the right to transfer and assign this Agreement at its sole discretion and without any consent or approval of the City.

Section 8.3 Negation of Partnership. The Parties specifically acknowledge that no Party is acting as the agent of the other Party in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. None of the terms or provisions of this Agreement shall be deemed to create a partnership or joint venture between or among the Parties, or cause them to be considered joint venturers or members of any joint enterprise. This Agreement is not intended and shall not be construed to create any third party beneficiary rights in any person who is not a party or a permitted transferee pursuant to this Agreement; and nothing in this Agreement shall limit or waive any rights any one or more of the Parties may have or acquire against any third person with respect to the terms, covenants or conditions of this Agreement.

Section 8.4 Severability. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any Person, by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other Person or circumstance and the same shall remain in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

Section 8.5 Exhibits. The Exhibits, to which reference is made herein, are deemed incorporated into this Agreement in their entirety by reference thereto.

Section 8.6 Amendment. Except as expressly provided in this Agreement, this Agreement may be modified or amended only by a written instrument, executed by each of the parties to this Agreement.

Section 8.7 Entire Agreement; Conflict with Hotel Project Ground Lease. (a) This Agreement and the exhibits hereto contain all the representations and the entire agreement among the Parties with respect to the subject matter hereof. Except as otherwise specified in this Agreement, any prior correspondence, memoranda, agreements, warranties or representations are superseded in total by this Agreement and exhibits hereto. Neither the conduct nor actions of the

Parties, nor the course of dealing or other custom or practice between or among the Parties or any of them, shall constitute a waiver or modification of any term or provision of this Agreement

(b) In the event of a conflict between this Agreement and the Hotel Project Ground Lease, the terms of the Hotel Project Ground Lease shall control.

Section 8.8 Ambiguity. The terms, conditions and provisions of this Agreement were agreed to in arm's length negotiations in which each Party was represented by independent counsel of its own choosing. Accordingly, in the event of any ambiguity in this Agreement, such ambiguity shall not be resolved against any Party deemed the principal draftsman of this Agreement or the provision of this Agreement at issue.

Section 8.9 Further Assurances; Covenant to Sign Documents. Each party shall take all actions and do all things, and execute, with acknowledgment or affidavit if required, any and all documents and writings, which may be necessary or proper to achieve the purposes and objectives of this Agreement.

Section 8.10 Counterpart Execution. For convenience, this Agreement may be executed by the Parties in multiple counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one and the same Agreement.

Section 8.11 Liabilities of the City. The Company understands, acknowledges and agrees that the obligations of the City as set forth herein are limited by the limitations imposed on public bodies, municipalities and public corporations by the Constitution of the State of Alabama and under other applicable Alabama law.

Section 8.12 No Waiver. No consent or waiver, express or implied, by any Party hereto or to any breach or default by any other Party in the performance by such other Party of its obligations hereunder shall be valid unless in writing, and no such consent or waiver to or of one breach or default shall constitute a consent or waiver to or of any other breach or default in the performance by such other Party of the same or any other obligations of such Party hereunder. Failure on the part of any Party to complain of any act or failure to act of any other Party or to declare such other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights hereunder. The granting of any consent or approval in any one instance by or on behalf of any Party hereto shall be construed to waive or limit the need for such consent in any other or subsequent instance.

Section 8.13 Notices.

(a) All notices, demands, consents, certificates or other communications hereunder shall be in writing, shall be sufficiently given and shall be deemed given when delivered personally to the party or to an officer of the party to whom the same is directed, or mailed by registered or certified mail, postage prepaid, or sent by overnight courier, addressed as follows:

(1) If to the City:

The City of Huntsville
308 Fountain Circle
Huntsville, AL 35801
Attn: Mayor

(2) If to the Company:

BREG HSV, LLC
4011 80th Street
Kenosha, WI 53142
Attention: Stephen R. Mills

With a copy to:
Bear Development, LLC
4011 80th Street
Kenosha, WI 53142
Attention: John E. Hotvedt, Vice President – General Counsel

(b) Any such notice or other document shall be deemed to be received as of the date delivered, if delivered personally, or as of three (3) days after the date deposited in the mail, if mailed, or the next business day, if sent by overnight courier.

(c) Notices may be either: (i) delivered by hand; (ii) delivered by a nationally recognized overnight courier which maintains evidence of receipt; or (iii) sent by facsimile transmission with a confirmation copy delivered the following day by a nationally recognized overnight courier which maintains evidence of receipt. Notices shall be effective on the date of receipt. If any Notice is not received or cannot be delivered due to a change in address of the receiving party, of which notice was not properly given to the sending party, or due to a refusal to accept by the receiving party, such Notice shall be effective on the date delivery is attempted.

Section 8.14 Survival of Covenants. The covenants in this Agreement shall not terminate until they have been fully performed or have expired by their terms.

Section 8.15 Venue. Each of the City and Company irrevocably submits to the jurisdiction of the Alabama state courts sitting in Madison County, Alabama (collectively, the "**Courts**") over any suit, action or proceeding arising out of or relating to this Agreement, the Hotel Project Ground Lease, or any of the transaction undertaken in connection therewith (an "**Agreement Action**"); (b) waives, to the fullest extent permitted by law, any objection or defense that such party may now or hereafter have based on improper venue, lack of personal jurisdiction, inconvenience of forum or any similar matter in any Agreement Action brought in any of the Courts; and (c) agrees that final judgment in any Agreement Action brought in any of the Courts shall be conclusive and binding upon such party and may be enforced in any other court to the jurisdiction of which the City or the Company is subject, by a suit upon such judgment.

Section 8.16 No Third-Party Beneficiaries. This Agreement is intended only for the benefit of the signing Parties hereto, and neither this Agreement, nor any of the rights, interest or obligations hereunder, is intended for the benefit of any other person or third-party.

IN WITNESS WHEREOF, the City and Company have each caused this Agreement to be duly executed in its name, under seal, and the same attested, all by officers thereof duly authorized thereunto, and have caused this Agreement to be dated the date and year first above written.

"CITY":

CITY OF HUNTSVILLE

ATTEST:

City Clerk

By: _____
Mayor

(SEAL)

"COMPANY":

BREG HSV, LLC,
an Alabama limited liability company

By: _____

Its: _____

**EXHIBIT A
THE HOTEL SITE**

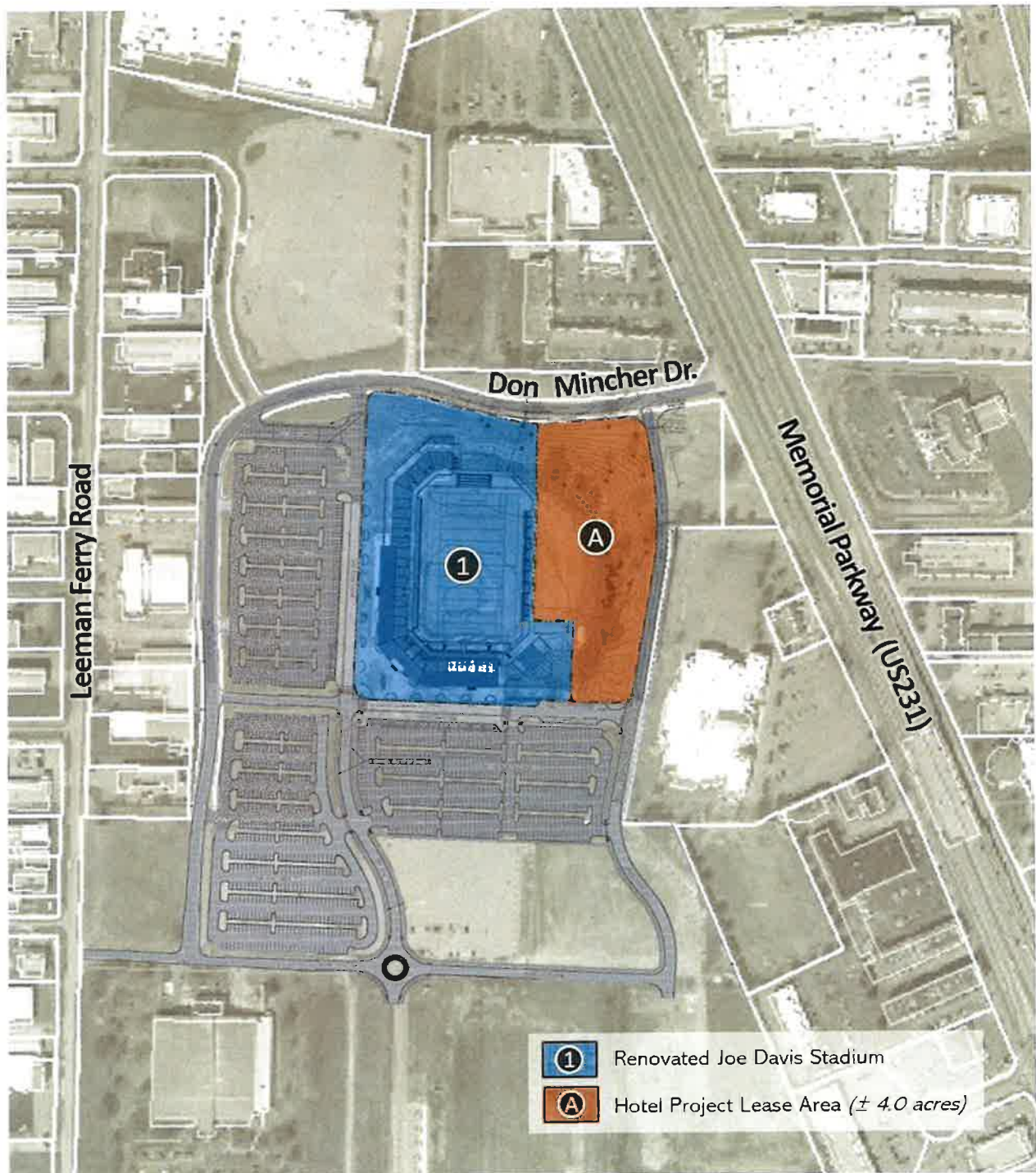


Exhibit A

**EXHIBIT B
THE COMMERCIAL SITE**



Exhibit C

EXHIBIT C
INITIAL HOTEL PROJECT SITE LAYOUT AND RENDERINGS

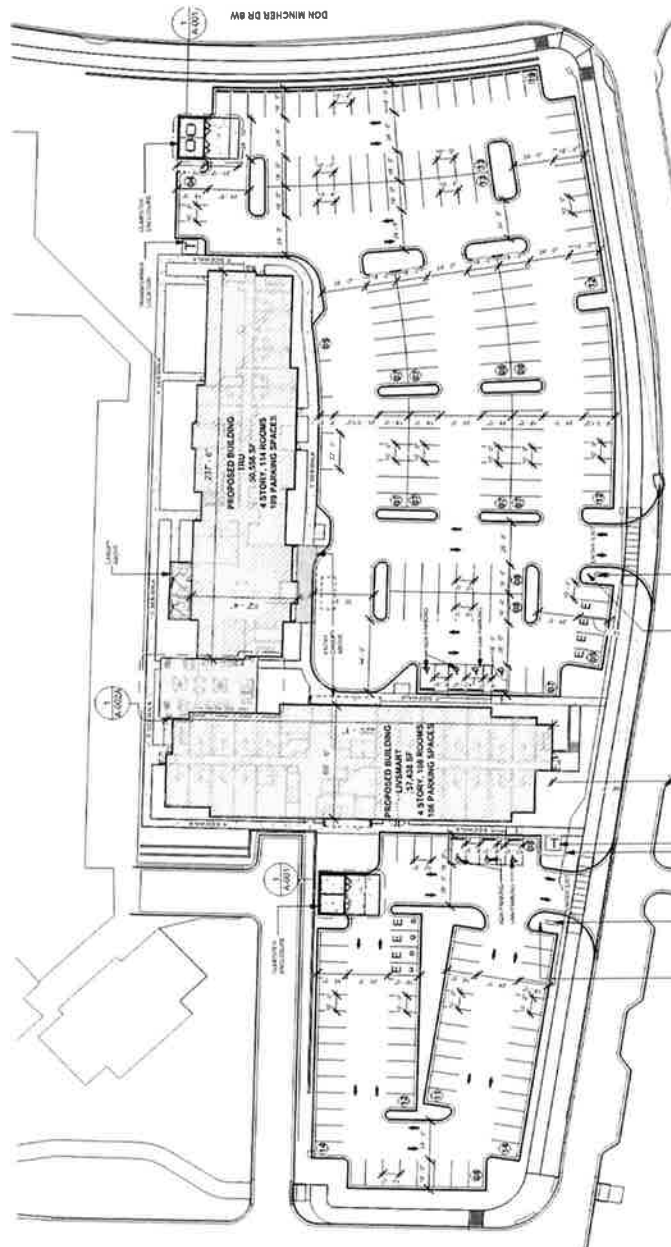
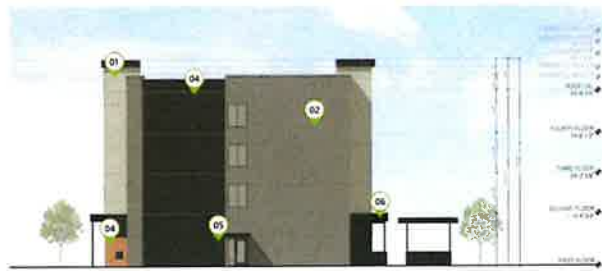


Exhibit C



Exhibit C

2 RIGHT ELEVATION
32' x 77'



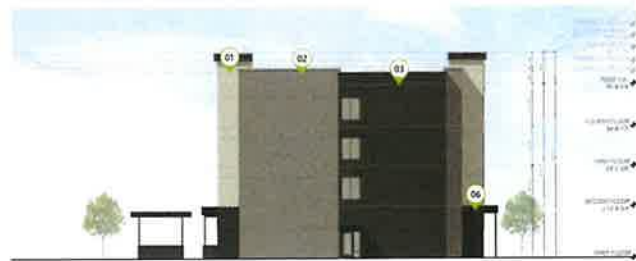
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02	EP'S BENJAMIN MOORE	CR 40P LAMPBLACK	
03	EP'S BENJAMIN MOORE	212R 10 BLACK BEAUTY	
04	ACCENT EP'S WALL CLADDING MASTER WALL	WOODGRAIN CLR WHITE	
05	ACCENT PAINT BENJAMIN MOORE	212R 10 BLACK BEAUTY	
06	WPL THE SPA INTERNATIONAL	WPL 02 METROPOLIS BLACK	

1 FRONT ELEVATION
52' x 77'



MARK	MTL. NAME	FINISH COLOR	IMAGE
01	EP'S BENJAMIN MOORE	AC 25 HARBOR GRAY	
02	EP'S BENJAMIN MOORE	CR 40P LAMPBLACK	
03	EP'S BENJAMIN MOORE	212R 10 BLACK BEAUTY	
04	ACCENT EP'S WALL CLADDING MASTER WALL	WOODGRAIN CLR WHITE	
05	ACCENT PAINT BENJAMIN MOORE	212R 10 BLACK BEAUTY	
06	WPL THE SPA INTERNATIONAL	WPL 02 METROPOLIS BLACK	

2 LEFT ELEVATION
52' x 77'



1 REAR ELEVATION
52' x 77'



Exhibit C



1 3D VIEW
NTS



1 3D VIEW
NTS

Exhibit C

2 REAR ELEVATION
152' x 110'



EXTERIOR FINISHES LEGEND			
MARK	MTL-BRAND	COLOR	IMAGE
01	EPS GROUT	TRUSSE OF POLYURETHANE FOAM TO BLACK	
02	EPS GROUT	TRUSSE OF POLYURETHANE FOAM TO BROWN	
03	EPS GROUT	TRUSSE OF POLYURETHANE FOAM TO BROWN	
04	EPS GROUT	TRUSSE OF POLYURETHANE FOAM TO BROWN	
05	EPS GROUT	TRUSSE OF POLYURETHANE FOAM TO BROWN	
06	EPS GROUT	TRUSSE OF POLYURETHANE FOAM TO BROWN	
07	EPS GROUT	TRUSSE OF POLYURETHANE FOAM TO BROWN	
08	EPS GROUT	TRUSSE OF POLYURETHANE FOAM TO BROWN	

FRONT ACCENT BANDS COLOR DIAGRAM (THRU)			
MARK	MTL-BRAND	COLOR	IMAGE
09	EPS GROUT	TRUSSE OF POLYURETHANE FOAM TO BROWN	
10	EPS GROUT	TRUSSE OF POLYURETHANE FOAM TO BROWN	
11	EPS GROUT	TRUSSE OF POLYURETHANE FOAM TO BROWN	
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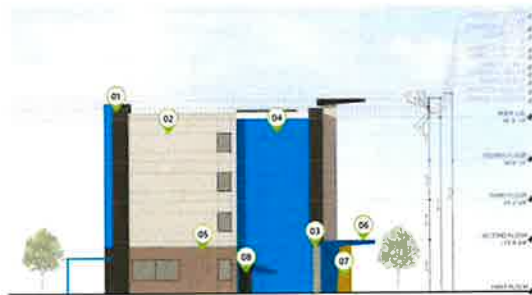
1 FRONT ELEVATION
152' x 110'



EXTERIOR FINISHES LEGEND			
MARK	MTL-BRAND	COLOR	IMAGE
01	EPS GROUT	TRUSSE OF POLYURETHANE FOAM TO BLACK	
02	EPS GROUT	TRUSSE OF POLYURETHANE FOAM TO BROWN	
03	EPS GROUT	TRUSSE OF POLYURETHANE FOAM TO BROWN	
04	EPS GROUT	TRUSSE OF POLYURETHANE FOAM TO BROWN	
05	EPS GROUT	TRUSSE OF POLYURETHANE FOAM TO BROWN	
06	EPS GROUT	TRUSSE OF POLYURETHANE FOAM TO BROWN	
07	EPS GROUT	TRUSSE OF POLYURETHANE FOAM TO BROWN	
08	EPS GROUT	TRUSSE OF POLYURETHANE FOAM TO BROWN	

FRONT ACCENT BANDS COLOR DIAGRAM (THRU)			
MARK	MTL-BRAND	COLOR	IMAGE
09	EPS GROUT	TRUSSE OF POLYURETHANE FOAM TO BROWN	
10	EPS GROUT	TRUSSE OF POLYURETHANE FOAM TO BROWN	
11	EPS GROUT	TRUSSE OF POLYURETHANE FOAM TO BROWN	
12	EPS GROUT	TRUSSE OF POLYURETHANE FOAM TO BROWN	
13	EPS GROUT	TRUSSE OF POLYURETHANE FOAM TO BROWN	

2 LEFT ELEVATION
152' x 110'



EXTERIOR FINISHES LEGEND			
MARK	MTL-BRAND	COLOR	IMAGE
01	EPS GROUT	TRUSSE OF POLYURETHANE FOAM TO BLACK	
02	EPS GROUT	TRUSSE OF POLYURETHANE FOAM TO BROWN	
03	EPS GROUT	TRUSSE OF POLYURETHANE FOAM TO BROWN	
04	EPS GROUT	TRUSSE OF POLYURETHANE FOAM TO BROWN	
05	EPS GROUT	TRUSSE OF POLYURETHANE FOAM TO BROWN	
06	EPS GROUT	TRUSSE OF POLYURETHANE FOAM TO BROWN	
07	EPS GROUT	TRUSSE OF POLYURETHANE FOAM TO BROWN	
08	EPS GROUT	TRUSSE OF POLYURETHANE FOAM TO BROWN	

1 REAR ELEVATION
152' x 110'



Exhibit C



1 3D VIEW
V12



1 3D VIEW
V15

Exhibit C

EXHIBIT D
FORM OF HOTEL PROJECT GROUND LEASE

[To be attached]

Exhibit D

AMENDED AND RESTATED GROUND LEASE

DATED June 12, 2025

BY AND BETWEEN

CITY OF HUNTSVILLE, ALABAMA, AS LESSOR,

AND

BREG HSV, LLC, AS LESSEE

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AMENDED AND RESTATED GROUND LEASE

THIS AMENDED AND RESTATED GROUND LEASE (this “Lease”) is made and entered into as of the 12th day of June, 2025 (the “Commencement Date”) by and between **CITY OF HUNTSVILLE, ALABAMA**, an Alabama municipal corporation (“Lessor”), and **BREG HSV, LLC**, an Alabama limited liability company (“Lessee”).

RECITALS:

Lessor is the owner of fee simple title to the Land, as hereinafter defined.

Lessor and Lessee executed that certain Ground Lease originally dated November 17, 2023, whereby Lessor leased the Land to Lessee for the construction and operation of the Project (the “Original Lease”).

Lessor and Lessee desire to amend and restate the Original Lease, subject to and in accordance with the terms, provisions, and covenants contained in this Amended and Restated Lease.

Lessor has determined that the leasing of the Land to Lessee pursuant to this Amended and Restated Ground Lease as herein provided is in the public interest.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, Lessor and Lessee hereby agree as follows:

ARTICLE I **DEFINITIONS: RULES OF CONSTRUCTION**

1.01 Definitions. In addition to the other definitions set forth in this Lease, as used throughout this Lease, the following initially capitalized terms shall have the meanings set forth below, which meanings shall be applicable to both the singular and plural forms and tenses of such terms:

(a) Additional Rent. The term “Additional Rent” shall have the meaning given to such term in Section 3.02 below.

(b) Adjacent Land. The term “Adjacent Land” shall mean the approximately 1.5 acres more or less located at the corner of Memorial Parkway and Don Mincher Drive which will be purchased by Lessee from Lessor around the time of the Commencement Date. The Adjacent Land shall be used for restaurants, entertainment venues, hotels or related services to support John Hunt Park and surrounding areas.

(c) Affiliate. The term “Affiliate” shall mean, as to any Person, any other Person which, directly or indirectly, is in common control of, is controlled by, or is under direct or indirect common control with, such Person, and, if such Person is an individual, any member of the immediate family of such individual and any trust whose principal beneficiary is such individual or one or more members of such immediate family and any Person which is controlled by any such member or trust. As used herein, the term “control” (and like terms) when used with

respect to any Person, means the direct or indirect beneficial ownership of more than five percent (5%) of the outstanding voting securities or voting equity of such Person or possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through ownership of voting securities or by contract or otherwise.

(d) Applicable Rate. The term “Applicable Rate” shall mean a per annum interest rate equal to the lesser of eighteen percent (18%) per annum or the maximum interest rate permitted to be charged by law to Lessee.

(e) Alterations. The term “Alterations” shall have the meaning given to such term in Section 5.01(a) below.

(f) Base Rent. The term “Base Rent” shall mean the total amount paid annually in connection with this Lease transaction. For purposes of this Lease, the Base Rent will initially be Thirty Thousand Dollars (\$30,000.00) per year for the first ten (10) years of the Lease Term. Commencing in the eleventh (11th) year of the Lease Term, Base Rent shall be increased to One Hundred Thousand Dollars (\$100,000.00) per year and shall be increased by three percent (3%) every fifth year of the Lease thereafter.

(g) Casualty Event. The term “Casualty Event” means any damage or destruction to the Premises caused by or resulting, in whole or in part, by any fire, windstorm, flooding, or any other cause whatsoever, including acts of God.

(h) Commencement Date. The term “Commencement Date” shall mean the date of this Amended and Restated Lease.

(i) Completed Construction. The term “Completed Construction” shall mean that the construction of the Initial Construction (or any Alterations or Restoration, as applicable) has been completed by all of the following requirements being satisfied: (i) Lessee’s architect delivers to Lessor a certification that the Initial Construction has been completed with the exception of minor punch list items and insubstantial details of construction, mechanical adjustment or decoration, in substantial accordance with the Development Plan, (ii) Lessee shall have obtained a Certificate of Occupancy for the Initial Construction, any Alterations or Restoration, as applicable, and (iii) Lessee delivers to Lessor a final (subject to release of retainage) release and waiver of mechanic’s and materialmen’s liens covered by the Initial Construction, any Alterations or Restoration, as applicable, executed by the general contractor for the Initial Construction, any Alterations or Restoration, as applicable.

(j) Completion Deadline. The term “Completion Deadline” shall have the meaning given to such term in Section 4.02 below.

(k) Condemnation. The term “Condemnation” shall mean and refer to a taking during the Term of all or any part of the Premises, or any interest therein or right accruing thereto, including any right of access, by or on behalf of any Governmental Authority or by any entity granted the authority to take property through the exercise of the power of eminent domain granted by statute or by, under or as a result of any agreement that conveys to the condemning authority all or any part of the Premises as a result of, or in lieu of, or in anticipation of, the exercise of the right of condemnation or eminent domain.

(l) CPI Fraction. The term “CPI Fraction” means a fraction (which shall never be less than one), the numerator of which is the Price Index (hereinafter defined) most recently published prior to the applicable date and the denominator of which is the Price Index most recently published prior to the Commencement Date. The term “Price Index” means the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor (or any successor thereto), for All Urban Consumers, U.S. City Average, All Items (1982-1984). If such Consumer Price Index is terminated, a successor or substitute index, appropriately adjusted, shall be reasonably selected by Lessor. If such Consumer Price Index is converted to a different standard reference base or is otherwise revised, the Price Index shall be determined with the use of such conversion factor, formula or conversion table as may be published by the Bureau of Labor Statistics or, if such Bureau shall not publish same, then with the use of such conversion factor, formula or table as may be reasonably selected by Lessor.

(m) Default. The term “Default” shall mean the occurrence or existence of any event which, but for the giving of notice or the expiration of time or both, would constitute an Event of Default.

(n) Development Agreement. The term “Development Agreement” shall mean that certain Project Development Agreement dated November 17, 2023, as amended between Lessor and Lessee.

(o) Development Plan. The term “Development Plan” shall have the meaning given to such term in the Development Agreement.

(p) Event of Default. The term “Event of Default” shall have the meaning given to such term in Section 15.01(a) below.

(q) Expiration Date. The term “Expiration Date” shall mean 25 years from the Commencement Date, unless this Lease is sooner terminated in accordance with the terms and provisions hereof or unless this Lease is extended by Lessee in accordance with, and subject to, the terms and provisions of Sections 16.01 and 16.02 hereof.

(r) Fiscal Year. The term “Fiscal Year” means the period of time commencing on October 1 each year and continuing through and including September 30 of the immediately succeeding year.

(s) Foreclosure Action. The term “Foreclosure Action” means the foreclosure of a Permitted Mortgage, the granting of any deed in lieu of foreclosure or the taking of any other action by the Permitted Mortgagee which results in the Permitted Mortgagee or any purchaser at such foreclosure sale acquiring title to or any interest in the Premises.

(t) Force Majeure Event. The term “Force Majeure Event” shall mean any material matter beyond the reasonable control of Lessee (excluding unfavorable economic conditions), including, without limitation, acts of God, earthquakes, fire, floods, tornadoes, hurricanes, and extreme weather conditions (but not including normal seasonal inclement weather), acts of terrorism, epidemics, quarantine restrictions, freight embargos, and national financial crises that limit normal extensions of credit to Lessee for the Project.

(u) Governmental Authority. The term “Governmental Authority” shall mean and refer to any and all city, county, state and federal governmental or quasi-governmental agencies, bureaus, departments, divisions or regulatory authorities having jurisdiction over any portion of the Premises.

(v) Intentionally Omitted.

(w) Hospitality Operator. The term “Hospitality Operator” shall mean and refer to that person or entity chosen by Lessee to operate the Hotel Properties, which name shall be given to the City for its approval before signing this Lease. It is understood that said approval shall not be unreasonably withheld or delayed.

(x) Hotel Properties. The term “Hotel Properties” shall mean that portion of the Project occupied by two hotels which in aggregate shall include, at a minimum: (i) a limited-service or extended-stay hotel totaling a minimum of 200 rooms; and (ii) meeting space for general meetings, conferences or events. The hotel shall initially be a Hilton product or equivalently branded hotel property similar to those found in southeastern cities in the United States, such as Atlanta, Birmingham, Charlotte, Greenville or Nashville.

(y) Improvements. The term “Improvements” shall mean and refer collectively to (i) the Project, (ii) any Alterations and any other buildings, structures and other improvements hereafter installed or erected on the Land, and (iii) all fixtures owned by Lessee hereafter installed or erected in or upon the Land (including equipment, elevators, escalators, stairwells, machinery, pipes, conduit, wiring, heating ventilation and air conditioning systems).

(z) Initial Construction. The term “Initial Construction” shall mean the completion of the hotel project and related parking and infrastructure by Lessee in accordance with the Development Plan.

(aa) Insolvency Event. The term “Insolvency Event” means the occurrence of any of the following:

(i) Lessee makes an assignment for the benefit of its creditors; or

(ii) An involuntary petition is filed against Lessee under any bankruptcy or insolvency law or under the reorganization provisions of any law of like import, and such petition is not dismissed within one hundred twenty (120) days after the date filed; or

(iii) Lessee shall file a voluntary petition under any bankruptcy or insolvency law, or whenever any court of competent jurisdiction shall approve a petition filed by Lessee under the reorganization provisions of the United States Bankruptcy Code or under the provisions of any law of like import, or whenever a petition shall be filed by Lessee under the arrangement provisions of the United States Bankruptcy Code or under the provisions of any law of like import.

(bb) Institutional Lender. The term “Institutional Lender” means a savings and loan association, savings bank, commercial bank or trust company, insurance company, private mortgage company, real estate investment trust, investment bank, or any other lender generally

considered an “institutional” real estate lender and which makes loans secured by real estate as an ordinary part of its business. An entity meeting the foregoing requirements shall be deemed an “Institutional Lender” whether acting individually or in a fiduciary capacity

(cc) Land. The term “Land” shall mean, initially, that certain approximately 4.09 acres, more or less, parcel of real property situated in the City of Huntsville, Madison County, Alabama which is more particularly described in Exhibit A hereto.

(dd) Liabilities. The term “Liabilities” means any and all liabilities, losses, damages, penalties, fines, claims, actions, causes of action, suits, costs, expenses, and disbursements, including, without limitation, reasonable attorneys’ fees and expenses, of any kind or nature.

(ee) Legal Requirements. The term “Legal Requirements” shall mean and refer to all laws, statutes, codes, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of any applicable Governmental Authorities, foreseen or unforeseen, ordinary or extraordinary, or arising from any restrictions or agreements of record, which now or at any time hereafter are applicable to the Premises or any portion thereof, or any use, condition, maintenance, repair or operation thereof.

(ff) Outside Completion Date. The term “Outside Completion Date” shall have the meaning given to such term in Section 4.02 below.

(gg) Outside Restoration Date. The term “Outside Restoration Date” shall have the meaning given to such term in Section 12.01(b) below.

(hh) Person. The term “Person” with an initial capital letter, shall mean and refer to any individual, corporation, association, partnership, limited liability company, joint venture, trust, estate or other entity or organization.

(ii) Permitted Loan. The term “Permitted Loan” shall mean any loan obtained by Lessee from an Institutional Lender or an affiliate of Lessee and secured by a Permitted Mortgage; provided, however, that a Permitted Loan shall not be (i) secured by any other property or (i) cross-defaulted or cross-collateralized with any other loans owing by Lessee or any Affiliates thereof to the Permitted Mortgagee or any Affiliates thereof.

(jj) Permitted Mortgagee. The term “Permitted Mortgagee” shall mean and refer to any Institutional Lender which is the holder of the Permitted Mortgage.

(kk) Permitted Mortgage. The term “Permitted Mortgage” shall mean any mortgage encumbering all of the leasehold interest of Lessee under this Lease (subject to all the terms and provisions of this Lease) which secures a Permitted Loan.

(ll) Permitted Sublease. The term “Permitted Sublease” means any sublease between Lessee and a Subtenant which does not involve or allow any Prohibited Uses.

(mm) Permitted Use. The term “Permitted Use” shall have the meaning set forth in Section 17.01 hereof.

(nn) Personal Property. The term “Personal Property” shall mean and refer to all furniture, furnishings, fixtures, appliances, and other personal property owned by Lessee or any Subtenants situated on any portion of the Premises.

(oo) Premises. The term “Premises” means and refers to the Land and the Improvements to be constructed by Lessee on the Land in accordance with the terms and conditions of this Lease and the Development Agreement, together with all and singular the appurtenances, rights, privileges and easements unto the Land belonging or in anywise thereto appertaining. References in this Lease to the Premises shall be construed as if following by the phrase “or any part thereof” unless the context otherwise requires.

(pp) Prohibited Uses. The term “Prohibited Uses” means any of the uses prohibited in Schedule 1 hereto.

(qq) Project. The term “Project” shall mean and refer collectively to the dual branded hotel(s) and parking lots associated therewith, as described in the Development Plan to be constructed on the Land by Lessee as part of the Initial Construction in accordance with the terms and provisions of Article IV below, together with any Alterations and all appurtenances and fixtures thereto.

(rr) Rent. The term “Rent” shall mean, collectively, the Base Rent and the Additional Rent.

(ss) Restoration. The term “Restoration” shall mean the repair, restoration and reconstruction of the Premises to at least the condition existing immediately prior to any Casualty Event or Condemnation to a standard and quality no less than the construction of the Initial Construction, or to such other condition as shall be otherwise mutually agreed to in writing by Lessor and Lessee.

(tt) Restoration Deadline. The term “Restoration Deadline” shall have the meaning given to such term in Section 12.01(b) below.

(uu) Restoration Notice. The term “Restoration Notice” shall have the meaning given to such term in Section 12.01(a) below.

(vv) Stadium. The term “stadium” shall mean or refer to Joe Davis Stadium, as that Stadium is renovated for use for high sports and an MLS NextPro Soccer team.

(ww) Subtenants. The term “Subtenants” shall mean, collectively any sublessees of Lessee occupying any portion of the Project under a Permitted Sublease.

(xx) Taxes. The term “Taxes” shall mean, refer to and include the amount of all (i) real property taxes of every kind or nature, (ii) real property assessments (whether general, special, business improvement district or otherwise), (iii) personal property taxes, (iv) occupancy and rent taxes, (v) water and sewer rents and charges, (vi) excises, (vii) levies, (viii) license and permit fees, (ix) service charges with respect to fire, police and trash services, (x) street and highway construction, maintenance and lighting, (xi) fines, penalties and other similar or like governmental charges and interest and costs with respect thereto, and (xii) other impositions and

charges of any Governmental Authority of every kind and nature whatsoever, extraordinary as well as ordinary, including gross receipts, rent, occupancy and privilege or use taxes assessed to or payable with respect to the Premises, the Improvements, any Alterations, any Personal Property and any other improvements or additions thereto, this Lease. Taxes shall also mean and include all impositions charged, laid, levied, assessed or imposed in lieu of or in addition to the foregoing under or by virtue of all present or future laws, ordinances, requirements, orders, directives, rules or regulations of applicable federal, state, county or municipal governments; provided, however, that in no event shall Lessee be obligated to pay income, franchise or other similar taxes payable by Lessor.

(yy) Term. The term "Term" shall mean a term commencing on the Commencement Date and expiring on the Expiration Date, subject to earlier termination as provided in this Lease, or to extension as provided in this Lease.

1.02 Rules of Construction. For the purposes of this Lease, except as otherwise expressly provided herein to the contrary or unless the context otherwise requires:

(a) The terms "include," "including," and similar terms shall be construed as if followed by the phrase "without being limited to".

(b) The terms "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular section, paragraph or other subdivision or Exhibit.

(c) All Recitals set forth in, and all Exhibits and Schedules referred to in, this Agreement are hereby incorporated in this Agreement by reference.

(d) In the event of any conflict between the terms and provisions of the Development Agreement and this Lease, the terms and provisions of this Lease shall at all times control.

ARTICLE II

LEASE OF PREMISES, TERM AND USE

2.01 Lease of Premises. Lessor hereby leases and demises to Lessee, and Lessee hereby takes and hires from Lessor, the Premises for and during the Term, subject to and upon the terms and conditions hereinafter set forth. Lessee confirms and acknowledges that, subject to Lessee's full, complete and timely compliance with all of the terms and provisions of this Lease, Lessor's interest in the Improvements to be constructed by Lessee on the Land shall be limited to a reversionary interest in the same upon termination of this Lease on the Expiration Date.

2.02 Term. The Premises are leased for the Term, commencing on the Commencement Date and expiring on the Expiration Date, subject to earlier termination as hereinafter provided.

2.03 Options. Lessee shall have the right to extend the Term of this Lease subject to, and in accordance with, the terms and provisions of Sections 16.01 and 16.02 below.

2.04 “AS IS” Condition. Lessee has examined the Premises and accepts possession of the Premises in its “AS IS” condition on the Commencement Date. Lessee has full responsibility for the condition, alteration, maintenance, management, repair and replacement of the Premises, and (a) except as otherwise expressly provided in this Lease, Lessor has no obligation whatsoever to perform any work or make any repairs with respect to the Premises, to furnish any services with respect to the Premises (other than municipal services customarily provided by the City of Huntsville as a municipality, such as fire and police protection), or to incur any expenses with respect to the Premises, (b) Lessor does not represent or warrant title to the Premises (it being the sole responsibility of Lessee to satisfy itself as to the City’s title to the Premises), (c) the Premises are leased subject to all easements, restrictions, reservations, rights-of-way, and other matters of record, and (d) Lessor has no responsibility with respect to the condition of the Premises (including any latent defects). Lessee expressly acknowledges and agrees that Lessor has not made and is not making, and Lessee, in executing and delivering this Lease, is not relying upon, any warranties, representations, promises or statements of, by or on behalf of Lessor, except to the extent that the same are expressly set forth in this Lease. Without limiting the generality of the preceding provisions, Lessee, by taking possession of the Premises shall conclusively be deemed to have agreed that the Premises were in satisfactory condition as of the Commencement Date.

2.05 Use. During the Term of this Lease, Lessee shall use the Premises solely for the Permitted Use. In addition, Lessee shall not at any time use or occupy the Premises or suffer or permit its tenants or Subtenants to use or occupy the Premises (a) in any manner that violates any of the terms or provisions of this Lease, (b) so as to cause waste, (c) so as to violate any insurance policy then issued with respect to the Premises or (d) so as to create a nuisance. Lessee shall at all times during the Term of this Lease comply, and cause all of its Subtenants to comply, with all Legal Requirements from time to time applicable to the Premises.

ARTICLE III

RENT

3.01 Base Rent. On or before the earlier of Lessee’s Completed Construction or the Completion Deadline Date and on each anniversary date of the Commencement Date throughout the Term, Lessee shall pay to Lessor, in advance, as rental for the use and occupancy of the Premises, the Base Rent for the ensuing year, without notice or demand.

3.02 Additional Rent. In addition to the Base Rent, Lessee shall also pay and discharge throughout the Term, as additional rent (collectively, “Additional Rent”), all amounts, Liabilities, obligations and expenses, of every kind or nature, relating to or arising from the development, construction, leasing, operation, management, maintenance, repair or use of the Premises, including, without limitation, (a) all Taxes with respect to the Premises (as provided in Section 6.01 below), (c) all utilities with respect to the Premises (as provided in Section 7.01 below), (d) compliance with all Legal Requirements (as provided in Sections 8.01 and 8.02 below), (e) all costs of maintaining, operating and repairing all of the Improvements and Lessee’s Personal Property on or within the Premises (as provided in Section 9.01 below), and (f) all insurance costs and expenses (as provided in Article X below). This Lease is an absolute net lease and all Rent payable hereunder shall be paid without notice or demand and without setoff, counterclaim, abatement, suspension, deduction and defense, so that this Lease shall yield to Lessor the full

amount of the Base Rent throughout the Term of this Lease. In no event shall Lessor have any obligation to pay or undertake any obligations relating to Additional Rent.

3.03 Payment of Rent, Late Fees and Cure Rights.

(a) All Rent shall be due and payable by Lessee in all events and Lessee agrees to pay said Rent without notice, demand, offset, counterclaim or deduction and without abatement, suspension, deferment, diminution or reduction, subject only to Lessee's rights to contest Taxes as set forth in Section 6.02, to contest Legal Requirements as set forth in Section 8.01(b), and to contest liens as set forth in Section 13.03.

(b) To the extent Lessee fails to promptly pay all Additional Rent when due, Lessor shall have the right, but not the obligation, to pay any such Additional Rent and all amounts of Additional Rent paid by Lessor, together with interest thereon at the Applicable Rate from and after the date on which Lessor pays any such Additional Rent, shall be due and payable by Lessee to Lessor on demand.

(c) If Lessee fails or refuses to perform any of its obligations under this Lease (following thirty (30) days written notice from Lessor to Lessee), then Lessor shall have the right, but not the obligation, to perform such obligations of Lessee without waiving or releasing any other rights or remedies of Lessor provided herein or otherwise affecting Lessee's obligations hereunder. Any amounts paid or incurred by Lessor in performing any of the obligations of Lessee shall constitute Rent and shall be due and payable by Lessee upon written notice, together with interest thereon at the Applicable Rate from and after the date on which Lessor incurs any such costs or expenses.

ARTICLE IV

CONSTRUCTION OF INITIAL IMPROVEMENTS

4.01 Initial Construction.

(a) Lessee shall, at its sole cost and expense, construct and complete the Initial Construction in a good and workmanlike manner substantially in accordance with the Development Plan, the terms of the Development Agreement, this Lease, and all Legal Requirements.

(b) Lessee shall not commence the Initial Construction until all of the following conditions have been satisfied:

(i) All conditions precedent set forth in the Development Agreement have been satisfied; and

(ii) The City has cleared and removed all above-ground structures within the Land; and

(iii) The City has completed general site grading of the Land in preparation for the Project; and

(iv) The City has provided access to utilities (water, gas, electric, sewer and stormwater) at the Land; and

(v) Lessee has obtained the insurance required under the provisions of Article X below and has delivered to Lessor certified copies thereof, together with certificates (in form reasonably acceptable to Lessor) evidencing such insurance.

(c) Lessor's prior written approval will be required for any changes in the Development Plan.

(d) Lessor shall, at no out-of-pocket expense to Lessor, cooperate with Lessee in Lessee's efforts to obtain the required permits, approvals, and authorizations for the operation of the Improvements in accordance with the provisions of this Lease, including, if required, and as may be reasonably approved, by Lessor, (i) joining in applications for subdivision plat approvals, certificates of dedication, public works or other agreements, (ii) the execution of utility easements, permits for sewer, water and other utility services, and (iii) the dedication to the applicable Governmental Authorities of such title to or easements for utility, roadway and slope or storm drainage areas or facilities as are reasonably necessary or desirable.

(e) Lessor and its architects, engineers and representatives shall have the right to inspect the Premises from time to time and at any time during the Initial Construction.

4.02 Completion of Initial Construction. Lessee covenants and agrees to promptly commence construction of the Initial Construction and cause the Initial Construction to achieve Completed Construction no later than December 31, 2026 (the "Completion Deadline"); provided, however, that if due to the occurrence of a Force Majeure Event Lessee is not able to cause the Initial Construction to achieve Completed Construction by the Completion Deadline, then for each day of the Force Majeure Event the Completion Deadline shall be extended by one day to address such condition before Lessee shall be considered in default of such obligation, subject to the following: (i) at the time of the Force Majeure Event which Lessee is claiming or anticipating, Lessee shall have first provided written notice to Lessor, which notice shall contain (1) a description of the Force Majeure Event, (2) an explanation of how Lessee anticipates such Force Majeure Event will affect Lessee's ability to timely cause the Initial Construction to achieve Completed Construction no later than the Completion Deadline, (3) the actions Lessee plans to undertake in order to address the conditions caused by the Force Majeure Event, and (4) an estimate of how long Lessee anticipates the Force Majeure Event will delay its ability to commence construction and/or cause the Initial Construction to achieve Completed Construction by the Completion Deadline; and (ii) in no event shall Lessee have more than three (3) years from the Effective Date of the Amended Development Agreement (the "Outside Completion Date") to cause the Initial Construction to achieve Completed Construction.

4.03 Ownership of Improvements. All Improvements constructed on the Premises, including any and all Alterations, shall, subject to the terms and provisions of this Lease, be and remain the property of Lessee (or any successor to Lessee) during the Term and shall be considered part of Lessee's leasehold interest for all purposes of this Lease. Subject to the remaining terms and provisions of this Lease, upon expiration or termination of this Lease, title to all Improvements, including any and all Alterations approved by Lessor (excluding any Personal Property which may

be removed without material injury to the Premises), shall automatically vest in and become the Property of Lessor.

ARTICLE V ALTERATIONS

5.01 Alterations.

(a) Following Completed Construction of the Initial Construction, Lessee shall not make any material alterations, additions, or improvements to the exterior of the Premises, including any major structural exterior components of any of the Improvements, construct additional material exterior improvements on the Land, or demolish any exterior elements of the Improvements (collectively, the “Alterations”); provided, however, that Lessee (i) shall at all times satisfy all of its maintenance obligations set forth in Section 9.01 below and (ii) may, at its sole cost and expense, make any Alterations as may be required by Lessee’s hotel franchisor or any non-material Alterations to the Premises which Lessee, in its reasonable discretion, deems necessary or appropriate; provided, further, however, that Lessee shall not, without the prior written consent of Lessor, which may be granted or denied in the sole and absolute discretion of any of Lessor: (1) demolish all or substantially all of the Improvements, (2) alter the Improvements so as to reduce the aggregate rentable square footage of the Improvements, (3) reduce or increase the height of the Improvements, (4) alter the Improvements so as to adversely affect the structural integrity of the Improvements, (5) alter the nature of the Premises which would result in any portion of the Premises not being a Permitted Use, (6) alter the Improvements so as to limit or restrict ingress to or egress from the Project, or (7) make any Alterations to the exterior of the Premises. Notwithstanding the foregoing, the consent and approval of Lessor shall not be unreasonably withheld or delayed with respect to any of the Alterations described in clauses (1)-(7) if such Alterations result from a material Casualty Event or from a Condemnation (subject to the provisions of Article XII below). All Alterations shall be performed in accordance with the remaining terms and provisions of this Section 5.01.

(b) All Alterations shall be made in a good and workmanlike manner, in substantial compliance with all applicable Legal Requirements and shall conform in all material respects with the plans and specifications approved by Lessor. Lessee shall complete all Alterations with reasonable diligence and shall, promptly after completion of such Alterations, obtain all certificates, signoffs, licenses, permits, and approvals required by applicable Legal Requirements to be obtained with respect to the Alterations and with respect to all equipment, machinery and fixtures installed in connection with the Alterations. All materials, fixtures, machinery and equipment to be installed in the Improvements shall be of good quality and new.

(c) Lessee shall design and plan the staging of all Alterations and perform all construction involving any Alterations with the degree of care and skill ordinarily exercised by designers and contractors on similar projects in the same geographical area as the Premises. Lessee shall take appropriate action to ensure that all improvements owned by adjacent property owners shall not be damaged or disturbed by Lessee or its contractors in connection with the making of any Alterations and shall not unreasonably interfere with vehicular and pedestrian access to and from (i) the Project or (ii) any adjacent properties.

(d) Lessee shall not commence any Alterations until Lessee has met all of the following conditions:

(i) Lessee has obtained all permits, approvals, and authorizations required by all Governmental Authorities for the Alterations;

(ii) Lessee has obtained the insurance required by Section 5.02 below and has delivered to Lessor certificates (in form reasonably acceptable to Lessor) evidencing such insurance; and

(iii) If such Alterations require the consent of Lessor, the final plans and specifications for such Alterations shall have been approved by Lessor.

5.02 Insurance for Alterations. Lessee shall maintain the insurance coverages set forth in Article X below during any period that Lessee is engaged in performing any Alterations.

5.03 Cooperation. To the extent reasonably necessary, and without violating applicable Legal Requirements, Lessor shall, at no out-of-pocket expense to Lessor, cooperate with Lessee in Lessee's efforts to obtain the required permits, approvals, and authorizations for the construction of the Alterations and the operation of the Improvements in accordance with the provisions of this Lease, including, if acquired and as may be reasonably approved by Lessor, (a) joining in applications for building permits, subdivision plat approvals, certificates of dedication, public works or other agreements, (b) the execution of utility easements, permits for sewer, water and other utility services, and (c) the dedication to the applicable Governmental Authorities of such title to or easements for utility, roadway and slope or storm drainage areas or facilities as are reasonably necessary or desirable.

ARTICLE VI TAXES

6.01 Payment of Taxes. Throughout the Term, Lessee shall pay and assume liability for all Taxes which may be levied or assessed against (a) the Premises, (excepting therefrom any interest in the Land which shall be exempt from such Taxes); (b) the interests of Lessor and Lessee therein and all other Improvements and Personal Property thereon, whether belonging to Lessor or Lessee, or to which either of them may become liable; (c) this Lease; and (d) the Rent payable hereunder. Lessee does hereby, indemnify, defend and hold Lessor and the Premises harmless from all Liabilities for any and all such Taxes, together with any interest, penalties or other sums thereby imposed and from any sale or other proceeding to enforce payment thereof. During the Term, Lessee shall cause all taxes levied or imposed upon any Personal Property situated in, on or about the Premises to be assessed separately from the Premises and not allow such Taxes to become a lien on or against the Premises.

6.02 Contest of Taxes. Notwithstanding anything provided herein to the contrary, Lessee shall have the right to contest in good faith and by appropriate and timely legal proceedings the legality, assessed valuation or amount of any Taxes. Lessor shall reasonably cooperate with Lessee in the prosecution of any such contest and such proceedings may be brought in the name of Lessor, if necessary, provided that all costs and expenses paid or incurred by Lessor in connection therewith (including, without limitation, all reasonable attorneys' fees, court and other

costs) shall be paid solely by Lessee. Notwithstanding the foregoing, Lessee shall pay without contest all Taxes unless (a) Lessor shall consent in writing to the appropriate contest or (b) all of the following requirements are satisfied by Lessee:

- (i) Such contest shall suspend the collection of such Taxes;
- (ii) No part of the Premises or any Rent therefrom would be subject to loss, sale or forfeiture before final determination of any such contest;
- (iii) Lessor would not be subject to any civil or criminal liability as a result of such non-payment or contest;
- (iv) Such proceedings shall not affect the payment of Rent hereunder or prevent Lessee from using the Premises for their intended purpose; and
- (v) Lessee notifies Lessor of such proceedings within ten (10) days after the commencement thereof and describes such proceedings in reasonable detail in such notice.

Lessee, in addition to conducting all contests in good faith and with due diligence, shall pay and discharge all amounts which shall be determined to be payable promptly after the final determination of any such contest.

6.03 Prorata Obligation to Pay Taxes Assessed After Expiration of Term. Any Taxes relating to any period of time which are within the Term but which may not be assessed, levied, confirmed, imposed upon or become a lien upon the Premises until after the Expiration Date, shall be apportioned between Lessor and Lessee as of the Expiration Date (other than an Expiration Date arising by reason of Lessee's Default), so that Lessee shall pay any portion of such Taxes for the fiscal period included in the period of time before the Expiration Date. To the extent required by Lessor, any such Taxes which are attributable to any period of time prior to the Expiration Date but which may be payable after the Expiration Date shall be paid by Lessee to Lessor on or prior to the Expiration Date.

ARTICLE VII

UTILITIES, SECURITY AND PERSONNEL

7.01 Utilities. Commencing on the Commencement Date and continuing thereafter throughout the remainder of the Term, Lessee agrees to obtain and pay for all charges and expenses (including posting all necessary bonds or deposits) for all public or private utility services (including, without limitation, electricity, gas, water, telephone, sanitary sewer, cable, internet, storm sewer and drainage and any other similar utility services) and any and all fire protection and trash removal services for the Premises and to indemnify, defend and hold harmless Lessor and the Premises from any Liabilities resulting from Lessee's failure to timely and completely pay the same.

7.02 Security. Lessee shall be solely responsible for providing all security for the Premises.

7.03 Personnel. Lessee shall, at its sole cost and expense, hire, employ, and pay for any security personnel for the operation, security and safety of the Project in such number and during such hours as is customarily found in other class-A mixed-use developments similar to the Project within the southeastern United States. Such personnel may not hold themselves out to be personnel or employees of Lessor or to have enforcement authority on behalf of the Lessor or any other Governmental Authority.

ARTICLE VIII

COMPLIANCE WITH LEGAL REQUIREMENTS

8.01 Compliance with Legal Requirements.

(a) Lessee, at Lessee's expense, shall comply, and shall cause its agents, employees, independent contractors, and all Subtenants to comply at all times with all Legal Requirements applicable to the Premises, the occupancy of the Premises, any Alterations, any Personal Property, or any activities at the Premises or in or upon any streets, roadways and alleys adjacent to the Premises. Without limiting the foregoing, but subject to the provisions of Section 8.01(b) below, Lessee shall promptly (i) cure all violations of any Legal Requirement caused by Lessee, its agents, employees, independent contractors, and all Subtenants as to which a notice of violation has been issued or as to which a directive or order has been issued by any Governmental Authority, (ii) discharge of record any such notice of violation and promptly comply with any such order or directive, and (iii) pay all fines, penalties, interest and other costs imposed by any Governmental Authority in connection with any violation of any Legal Requirements by Lessee, its agents, employees, independent contractors or any Subtenants.

(b) Notwithstanding the provisions of Section 8.01(a) above, Lessee shall have the right to contest in good faith any alleged violations of Lessee of any Legal Requirements, as long as (i) no part of the Premises or any Rent therefrom would be subject to loss, sale, forfeiture, fine, penalty, judgment or lien before final determination of any such contest; (ii) Lessor would not be subject to any civil or criminal liability as a result of such non-payment or contest; (iii) such proceedings shall not affect the payment of Rent hereunder or prevent Lessee from using the Premises for their intended purpose; and (iv) Lessee notifies Lessor of such proceedings within ten (10) days after the commencement thereof and describes such proceedings in reasonable detail in such notice. Lessee, in addition to conducting all contests in good faith and with due diligence, shall pay and discharge all amounts which shall be determined to be payable promptly after the final determination of any such contest.

8.02 Environmental Compliance.

(a) In addition to the provisions of Section 8.01 above, Lessee, at Lessee's expense, shall comply, and shall cause its agents, employees, independent contractors and Subtenants to comply, with all Environmental Laws. Such compliance includes Lessee's obligation, at its expense, to take Remedial Action when required by any Governmental Authority (in accordance with applicable Legal Requirements and this Lease) and to pay all fines, penalties, interest and other costs imposed by any Governmental Authority in connection with any violation of any Legal Requirements or the compliance with any Legal Requirements.

(b) As used herein, the following terms shall have the meanings set forth below:

(i) “Environmental Laws” shall mean all Legal Requirements: (1) relating to the environment, human health or natural resources; (2) regulating, controlling or imposing liability or standards of conduct concerning Hazardous Substances; (3) relating to the remediation of the Premises for Hazardous Substances, including investigation, response, clean-up, remediation, prevention, mitigation or removal of any Hazardous Substance; or (4) requiring notification or disclosure of releases of Hazardous Substances or of the existence of any environmental conditions on or at the Premises, as any of the foregoing may be amended, supplemented, or supplanted from time to time;

(ii) “Hazardous Substances” shall mean any and all substances, materials, chemicals and/or wastes which now or hereafter are classified or considered to be hazardous or toxic, or that are or become regulated by any Governmental Authority because of toxicity, infectiousness, radioactivity, explosiveness, ignitability, corrosiveness or reactivity under any Environmental Law applicable to the Premises, and shall also include (1) gasoline, diesel fuel, and other petroleum hydrocarbons; (2) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (3) polychlorinated biphenyls; (4) radon gas; and (5) flammable liquids and explosives;

(iii) “Remedial Action” shall mean the investigation, response, clean up, remediation, prevention, mitigation or removal of contamination, environmental degradation or damage caused by, related to or arising from the existence, generation, use, handling, treatment, storage, transportation, disposal, discharge, Release (including a continuous Release) or emission of any Hazardous Substance, including the investigation, removal or closure of any underground storage tanks and any soil or groundwater investigation, remediation or other action required under or necessary to comply with any Environmental Laws; and

(iv) “Release” shall mean the release or threatened release of any Hazardous Substances into or upon or under any land, water or air, or otherwise into the environment, including by means of burial, disposal, discharge, emission, injection, spillage, leakage, seepage, leaching, dumping, pumping, powering, escaping, emptying, placement and the like.

(c) Lessee shall notify Lessor promptly if (i) Lessee becomes aware of the presence or Release of any Hazardous Substance at, on, under, within, emanating from or migrating to the Premises in any quantity or manner, which could reasonably be expected to violate in any material respect any Environmental Law or give rise to any liability or the obligation to take Remedial Action or other material obligations under any Environmental Law, or (ii) Lessee receives any written notice, claim, demand, request for information or other communication from a Governmental Authority, or a third party, regarding the presence or Release of any Hazardous Substance at, on, under, within, emanating from or migrating to the Premises or related to the Premises which could reasonably be expected to violate in any material respect any Environmental Law or give rise to any material liability or obligation to take Remedial Action or other material obligations under any Environmental Law.

(d) Lessee shall take and complete any Remedial Action in compliance with all Legal Requirements due to Lessee's violation of any Environmental Law with respect to the Premises and shall, when such Remedial Action is completed, submit to Lessor written confirmation from the applicable Governmental Authorities that no further Remedial Action is required to be taken ("Final Governmental Approval"). In connection with any Remedial Action, Lessee shall, (i) use an environmental consultant reasonably acceptable to Lessor, (ii) promptly submit to Lessor the plan of Remedial Action prepared by Lessee's environmental consultant (as approved by Lessor) and all material modifications thereof, and (iii) apprise Lessor, on a quarterly basis (or more frequently if reasonably requested by Lessor), of the status of such remediation plan and provide Lessor with copies of all correspondence, plans, proposals, contracts and other documents relating to such plan or proposed plan. If Lessee's environmental consultant determines that there is not a reasonable likelihood of obtaining Final Governmental Approval prior to the third anniversary of the date on which the remediation plan is first submitted to Lessor, a certificate to that effect shall be provided to Lessor by such environmental consultant on behalf of Lessee, which certificate shall also state, to the reasonable satisfaction of Lessor, the status of the Remedial Action and the schedule for completion of the Remedial Action, the reasons why such Final Governmental Approval is not likely to be obtained within such time period and that all Remedial Actions to date have been completed in accordance with all Environmental Laws.

ARTICLE IX

REPAIRS AND MAINTENANCE; PERSONAL PROPERTY

9.01 Lessee to Maintain and Repair.

(a) At all times throughout the Term, Lessee shall, at its sole cost and expense, keep and maintain the Premises, all Improvements thereon, and all Personal Property in good order and repair and safe condition, and in a manner consistent with the standards of operation and maintenance of a dual branded Hotel Property. Lessee shall make any and all replacements, additions to, and all Alterations or repairs in and about, the Premises and the other Improvements thereon that may be required by, and shall otherwise observe and comply with, all Legal Requirements from time to time applicable to the Premises. Lessee's obligations under this Section 9.01(a) shall include, without limitation, maintenance, repair and replacement, if necessary, of all structural and non-structural portions of the Premises, ordinary or extraordinary, foreseen and unforeseen, necessary or appropriate to keep the Premises in good and safe order and condition, and whether or not necessitated by wear, tear, obsolescence or defects, latent or otherwise. Lessee shall keep the entire Premises, including sidewalks in front of the Premises, substantially free of any accumulations of trash, dirt, rubbish, water, snow and ice. All repairs, replacements and renewals shall be at least equal in quality, utility and class to the original work. Nothing contained in this Lease shall constitute any consent or request by Lessor, express or implied, for the performance of any labor or services or the furnishing of any materials or other property with respect to the Premises, nor as giving Lessee any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the filing of any lien or the making of any claim against Lessor with respect thereof. Notice is hereby given that Lessor shall not be liable for any labor services performed or any materials or other property furnished with respect to the Premises and that no mechanic's, materialmen's or other liens for any such labor, services or materials or other property shall attach to or affect the interest of Lessor in the Premises.

(b) Although Lessor is not obligated to make any repairs or replacements to the Premises, Lessor reserves the right, following the giving of any notices required by the terms and provisions of Section 3.03(c) above, to enter upon the Premises at reasonable times during normal business hours, and to make the foregoing repairs if Lessee has not done so. In the event such repairs are made by Lessor, Lessee shall reimburse Lessor upon written notice for the full cost and expense thereof, together with interest thereon at the Applicable Rate from and after the date on which Lessor incurs or pays any such costs or expenses. Lessor shall not be required to furnish any services or facilities or to make any repair or Alteration in or to the Premises and Lessee hereby assumes the full, sole and absolute responsibility for the condition, operation, repair, replacement, maintenance and management of the Premises.

9.02 Lessor's Liability. Lessor shall not be required or obligated to make any changes, Alterations, additions, improvements or repairs in, on or about the Premises during the Term. Lessor shall not be liable for any Liabilities of any kind or character or any injury or damage of any kind or character (a) to any person or property arising from any use of the Premises, (b) caused by any defect in the Premises or any other Improvements thereto or in any equipment or other facility therein, (c) caused by or arising from any act or omission of Lessee, or of any of its members, agents, employees, Subtenants, licensees or invitees, (d) caused by or from any accident on the Premises, (e) caused by any Casualty Event or Condemnation, (f) occasioned by the failure of Lessee to maintain the Premises in accordance with all Legal Requirements or the terms of this Lease or (g) arising from any other cause whatsoever. Lessee, as a material part of the consideration of this Lease, hereby waives all claims and demands against Lessor for any such Liabilities or any or injury or damage of any kind or character and does hereby indemnify, agree to defend and hold Lessor entirely free and harmless from all liability for any such Liabilities or any injury or damage of any kind, whether to Lessee and to other Persons, and from all costs and expenses arising therefrom.

ARTICLE X **INSURANCE**

10.01 Insurance Policies Required. Beginning on the Commencement Date and at all times thereafter throughout the Term of this Lease, Lessee shall, at Lessee's sole cost and expense, keep and maintain the following insurance:

(a) Property Insurance. Effective on and after Completed Construction of the Initial Construction and continuing thereafter throughout the remainder of the Term, Lessee shall maintain property and Casualty Event insurance covering all Improvements against loss or damage by fire, lightning, windstorm, explosion, hail, tornado and such additional hazards as are included in Special Form (also known as "all-risk") coverage and against any and all acts of terrorism and such other insurable hazards as Lessor may require and that are ordinarily insured against by similar businesses, in an amount not less than 100% of the full replacement cost of the Project and all Improvements thereto, including the cost of debris removal, without deduction for depreciation, and such coverage shall be, in any event, at least sufficient to avoid the effect of the co-insurance provisions of any applicable policy. Lessor shall be named as an additional insured and loss payee on the foregoing property and casualty insurance coverage.

(b) Liability Insurance. Lessee shall maintain a policy of commercial general liability insurance for the joint benefit of Lessor, Lessee, and Permitted Mortgagee, under which Lessor and Lessee shall be named as co-insureds insuring against liability for damage to property or bodily injury or death occurring on, in or about the Premises or any Improvements thereto. Such insurance shall (i) include coverage for liability arising from premises and operations, elevators, independent contractors, contractual liability (including, without limitation, Lessee's indemnity obligations hereunder) and products and completed operations, (ii) be maintained on an "occurrence" form and (iii) provide coverage of at least \$2,000,000.00 per occurrence and \$5,000,000.00 in the aggregate, with an excess umbrella liability policy for bodily injury and property damage in the amount of at least \$5,000,000.00; provided, however, that commencing on the tenth anniversary of the Commencement Date, and on each 10-year anniversary thereafter, the amount of coverage covered by such commercial general liability insurance policy and excess umbrella liability policy shall be increased to such amounts then customarily obtained for similar properties in similar markets as mutually agreed to by Lessor and Lessee; provided, however, that if Lessor and Lessee do not reach a mutual agreement as to the increased amount of coverage at least thirty (30) days prior to each adjustment date, then such commercial general liability insurance coverage shall be increased by the CPI Fraction.

(c) Subrogation. Lessee does hereby waive and release Lessor from any and all liability or responsibility or for any other claim by, through or under Lessee, by way of subrogation or otherwise, for any loss or damage covered by (or which should be covered by) the insurance policies required to be maintained hereunder by Lessee, even if such loss or damage shall have been caused by the fault or negligence of Lessor or any one for whom Lessor may be responsible. Lessee shall obtain from its respective insurance carriers waiver of subrogation endorsements to all such policies in form reasonably acceptable to Lessor.

10.02 Policy Provisions and Other Requirements.

(a) All insurance to be maintained hereunder by Lessee shall be issued by companies qualified to do business in the State of Alabama having an A.M. Best Company rating of A, Class VII or higher and shall be issued on the then current ISO form. Certified copies of, and certificates of insurance, evidencing all insurance coverage required hereunder (and certified copies of the annual renewal of such policies) shall be delivered to Lessor on the Commencement Date and an annual basis thereafter throughout the remainder of the Term in accordance with the remaining terms and provisions of this Section 10.02.

(b) The insurance policies required to be carried hereunder by Lessee may be carried under a blanket policy covering the Premises and other locations of Lessee and Lessee's Affiliates if such blanket policy contains an endorsement that guarantees a minimum limit available for the Premises equal to the minimum limits required by Section 10.01 above and the minimum limits shall not be reduced for claims made with respect any other properties, and such policies shall otherwise comply with all the other terms and provisions of the Article X.

(c) All insurance policies required by this Article X shall (i) contain endorsements that such insurance may not be cancelled or amended except upon not less than thirty (30) days prior written notice to the certificate holders, (ii) be written as primary policies (i.e., any insurance or self-insured maintained by Lessor shall not contribute with Lessee's

insurance or benefit Lessee in any way), and (iii) contain a waiver of subrogation endorsement in favor of Lessee.

(d) Lessee shall, within ten (10) days of payment, furnish to Lessor duplicate receipts or other evidence satisfactory to Lessor evidencing the payment of all premiums on any and all insurance required to be carried by Lessee in accordance with the terms and provisions of this Lease. The insurance carrier shall give Lessor at least thirty (30) days prior written notice with respect to nonpayment of premiums, cancellation, modification or non-renewal.

(e) If Lessee fails to maintain the insurance required by the foregoing provisions of this Article X or to timely furnish to Lessor the required evidence of such insurance, Lessee shall be responsible for all Liabilities incurred by Lessor with respect to such Default, including any Liabilities that would have been covered by insurance Lessee is required to maintain. If Lessee fails to maintain any of the insurance required by this Article X, Lessor may, at its option (but without any obligation to do so), in addition to exercising any other rights or remedies available under this Lease, obtain the insurance described in this Article X, in which event Lessee shall reimburse Lessor, as Additional Rent, within ten (10) days of being billed therefor, for the costs incurred by Lessor to obtain such insurance.

ARTICLE XI

INDEMNITY

11.01 Indemnity. Lessee does hereby indemnify, agree to defend and hold Lessor harmless from and against any and all Liabilities suffered, paid or incurred by Lessor arising from or in connection with any of the following: (a) the Premises and/or any operations or activities thereon during the Term and after the Term for so long as Lessee, or any Person holding through or under Lessee, remains in possession of the Premises, except to the extent such Liabilities arise out of the negligence or willful misconduct of Lessor; (b) any act, omission, negligence, gross negligence or willful misconduct of Lessee and/or any of Lessee's officers, directors, employees, partners, members, managers, agents, contractors, invitees, Subtenants, and any employees, agents, contractors, invitees or customers of any Subtenants (collectively, the "Lessee Parties"); (c) any accident, injury or damage (including death) occurring in, at or about the Premises during the Term and after the Term for so long as Lessee, or any Person holding through or under Lessee, remains in possession of the Premises, except to the extent such Liabilities arise out of the negligence or willful misconduct of Lessor; (d) any breach, Default or Event of Default by Lessee under this Lease; (e) any claims made by Subtenants or any of the other Lessee Parties against Lessor during or after the Term, except to the extent such claims arise out of the negligence or willful misconduct of Lessor; (f) any violation of any Governmental Requirements by Lessee or any other Lessee Parties; and (g) any holdover by Lessee, or by any Person(s) holding through Lessee, after the Expiration Date. If any action or proceeding is brought against Lessor by reason of any such claim(s), Lessee, upon notice from Lessor, shall resist and defend such action or proceeding by counsel reasonably satisfactory to Lessor. As used in this Section 11.01, the term "Lessor" shall mean and include Lessor, the Governing Body of Lessor, the Mayor and City Council of Lessor, all departments of Lessor and their respective agents, employees, and representatives. The indemnification provisions set forth in this Section 11.01 are in addition to and shall not be deemed a substitute for any of the insurance requirements set forth in Article X above and shall survive the termination of this Lease.

ARTICLE XII
CASUALTY EVENT AND CONDEMNATION

12.01 Casualty Event.

(a) Upon the occurrence of a Casualty Event, Lessee shall have the right, but shall be under no obligation, to undertake the Restoration of the Premises. Lessee shall have a period of 180 days following a Casualty Event to provide written notice (the "Restoration Notice") to Lessor of its decision to undertake the Restoration of the Premises. If Lessee does not timely deliver a Restoration Notice to Lessor electing to undertake the Restoration of the Premises within said 180-day period or if Lessee elects not to undertake Restoration of the Premises, then (i) Lessee shall be deemed to have irrevocably elected not to undertake Restoration, (ii) all insurance proceeds shall be paid to Lessor and disbursed as follows: (1) an amount equal to the costs, as determined in the reasonable judgment of Lessor (but in no event more than \$1,000,000), to be incurred by Lessor to remove any and all debris and other damaged Improvements from the Land and restore the Land back to the same condition as it existed as of the Commencement Date shall be retained by Lessor, and (2) the balance of the insurance proceeds shall be paid to either (x) Lessee, to the extent there is no Permitted Mortgage encumbering the Premises or (y) the Permitted Mortgagee, to the extent the Premises is encumbered by a Permitted Mortgage and (iii) following the payment of the insurance proceeds to Lessor, this Lease shall automatically terminate, without any further notice to Lessee, any Subtenants or any Permitted Mortgagee. Following Lessor's removal and restoration work respecting the Site, Lessor shall return to Lessee any amount withheld by the Lessor pursuant to this Section 12.01(a) and not used for those purposes, along with an accounting of all costs incurred by the Lessor for such work.

(b) If Lessee timely delivers a Restoration Notice to Lessor in accordance with the terms and requirements of Section 12.01(a) above electing to undertake the Restoration of the Premises, then Lessee shall promptly commence such Restoration in accordance with the terms and provisions of this Article XII and cause such Restoration to achieve Completed Construction no later than two (2) years from the date of such Restoration Notice (the "Restoration Deadline"); provided, however, that if due to the occurrence of a Force Majeure Event Lessee is not able to cause Restoration to achieve Completed Construction by the Restoration Deadline, then for each day of the Force Majeure Event said Restoration Deadline shall be extended by one day to address such condition before Lessee shall be considered in default of such obligation, subject to the following: (i) at the time of the Force Majeure Event Lessee is claiming or anticipating, Lessee shall have first provided written notice to Lessor containing: (1) a description of the Force Majeure Event, (2) an explanation of how Lessee anticipates such Force Majeure Event will affect Lessee's ability to timely cause the Restoration to achieve Completed Construction by the Restoration Deadline, (3) the actions Lessee plans to undertake in order to address the conditions caused by the Force Majeure Event, and (4) an estimate of how long Lessee anticipates the Force Majeure Event will delay its ability to commence construction and/or cause the Restoration to achieve Completed Construction by the Restoration Deadline; and (ii) in no event shall Lessee have more than three (3) years from the date of the Restoration Notice (the "Outside Restoration Date") to cause the Restoration to achieve Completed Construction.

(c) To the extent Lessee timely gives the Restoration Notice electing to undertake the Restoration of the Premises, then the insurance proceeds shall be paid to Lessee or

its Permitted Mortgagee as the case may be to begin the work needed for Restoration of the Premises.

12.02 Eminent Domain.

(a) If all or substantially all of the Premises is taken by Condemnation or any Condemnation renders the remainder of the Premises not reasonably fit or suitable for the purposes for which the same have been leased to Lessee, then this Lease shall automatically terminate as of the date that possession of the Premises is taken. If this Lease is terminated as a result of any Condemnation, Rent shall be adjusted to the day of such Condemnation and neither party thereafter shall have any further rights or liabilities hereunder; provided, however, that any prepaid Base Rent shall not be refundable to Lessee.

(b) In the event of any Condemnation resulting in the termination of this Lease pursuant to the provisions of Section 12.02(a) above, the parties hereto shall cooperate in applying for and prosecuting any claim for any award for such Condemnation. The aggregate award payable to both Lessor and Lessee shall be distributed as follows:

(i) First, to the payment of all reasonable costs and expenses, including attorneys' fees, incurred by Lessor and Lessee in connection with such Condemnation;

(ii) Second, to the payment to Lessor of an amount equal to the then fair market value of the Land, exclusive of any Improvements and unencumbered by the terms and provisions of this Lease;

(iii) Third, to the payment to Lessor of an amount equal to the costs, as reasonably determined by Lessor, to remove all debris and any existing Improvements from the Land; and

(iv) The remainder, if any, shall be distributed to Lessee.

(c) Upon any Condemnation of the Premises which does not result in the termination of this Lease pursuant to Section 12.02(a) above, then this Lease shall remain in full force and effect; provided, however, that on the date of such Condemnation, this Lease shall terminate as to the portion of the Premises subject to such Condemnation, which shall no longer constitute part of the Premises and Lessee shall, to the extent that it may lawfully do so, at its sole cost and expense, undertake the Restoration of the remaining portions of the Premises taking into consideration the amount of the Land remaining after any such Condemnation. To the extent this Lease is not terminated as a result of any Condemnation, then the aggregate award payable to both Lessor and Lessee shall be distributed as follows:

(i) First, to the payment of all reasonable costs and expenses, including attorneys' fees, incurred by Lessor and Lessee in connection with such Condemnation;

(ii) Second, to the payment to Lessor of an amount equal to the then fair market value of the Land taken in such Condemnation, exclusive of any Improvements and unencumbered by the terms and provisions of this Lease; and

(iii) Third, the balance of the award shall be paid to Lessor and disbursed by Lessor in the same manner as insurance proceeds are disbursed with respect to a Casualty Event in accordance with the terms of Section 12.01(c) above.

12.03 No Abatement of Rent.

(a) Upon the occurrence of any Condemnation which results in the termination of this Lease, Lessee shall continue to be obligated to pay all Rent payable to the date on which this Lease is terminated. In no event shall Lessor have any obligation to refund any Base Rent prepaid by Lessee.

(b) Upon the occurrence of any damage to the Premises resulting from any Casualty Event or any Condemnation which does not result in the termination of this Lease, all Rent payable pursuant to the terms and provisions of this Lease shall continue to be due and payable in full by Lessee without abatement, diminution, offset or reduction on account of any such Casualty Event or Condemnation. In no event shall Lessor be liable to Lessee by reason of any injury to or interference with Lessee's business or property arising from any Casualty Event or Condemnation, other than resulting from a Condemnation initiated by the Lessor.

ARTICLE XIII
ASSIGNMENT, SUBLEASES, ENCUMBRANCES AND LIENS

13.01 Assignment, Subletting and Encumbrances Prohibited.

(a) Except as expressly provided in Sections 13.01(c), 13.02 and 13.04 below, Lessee shall not encumber, assign or otherwise transfer this Lease, or any right or interest in this Lease, the Premises, the Improvements or any Alterations which may be hereafter constructed or installed on the Land. Except for the Permitted Subleases, Lessee shall not sublease or grant licenses or use rights to any portion of the Premises.

(b) If Lessee is a corporation, partnership, limited liability company, or other entity, the transfer (whether by a single transfer or by a series of related or unrelated transfers) of 50% or more of the stock, partnership interests, membership interests, or other interests of Lessee, or of any Parent Entity (hereinafter defined), however accomplished and whether effected voluntarily or by operation of law (collectively, an "Interest Transfer"), shall, subject to the remaining terms and provisions of this Section 13.01(b), be deemed an assignment of this Lease, whether such transfer(s) shall involve a transfer or transfers of outstanding interests of Lessee or any Parent Entity and/or the issuance of interests in Lessee or any Parent Entity (whether stock, partnership, membership interests or other interests). A "Parent Entity" is any entity that owns 50% or more of the stock, partnership interests, general partnership interests, membership interests, or other interests of Lessee.

(c) Notwithstanding anything provided herein to the contrary, at any time following Completed Construction, Lessee shall have the right to transfer and assign this Lease, subject to the approval of Lessor, which approval shall not be unreasonably withheld.

(d) Subject to the provisions of Sections 13.01(c), 13.02 and 13.04 of this Lease, no encumbrance, assignment, sublease or other transfer, whether voluntary or involuntary,

by operation of law, under legal process, through receivership or bankruptcy, or otherwise shall be valid or effective without the prior written consent and approval of Lessor, which consent and approval may be withheld by Lessor in its sole and absolute discretion. Should Lessee make or suffer to be made any such encumbrance, assignment, sublease or transfer in violation of the terms of this Lease, then Lessor may, at its option, terminate this Lease, subject to the provisions of Article XIV of this Lease. Should Lessor consent to any such encumbrance, assignment, sublease or transfer, none of the restrictions of this Section 13.01 shall be thereby waived except with respect to such specific consent, and such restrictions shall apply to each successive encumbrance, assignment, sublease or transfer, if any, and shall be severally binding upon each and every encumbrance, assignee or transferee and other successor in interest of Lessee.

(e) Lessee shall have the right, with the prior written consent and approval of Lessor, to execute customary utility easements and rights-of-way agreements affecting the Premises.

13.02 Permitted Leasehold Mortgage. Notwithstanding anything provided to the contrary in Section 13.01 above, Lessee shall have the right at any time and from time to time during the Term of this Lease to subject its leasehold interest in the Premises to a Permitted Mortgage and to renew, modify, consolidate, replace, extend and refinance the amount of indebtedness secured by such Permitted Mortgage (any and all of the foregoing being hereinafter included in the term “Refinance” or “Refinancing” as used herein and such term should also include the replacement of the Permitted Mortgage). Any such Permitted Mortgage may also include an assignment of leases and rents, a security interest in any Personal Property owned by Lessee and an assignment of Lessee’s interest in this Lease in order to secure the repayment of a Permitted Loan, including interest thereon, and the performance of all of the terms, covenants and agreements on the Lessee’s part to be performed or observed under all agreements executed in connection with such Permitted Loan. Lessor shall not be obligated to pay any indebtedness secured by a Permitted Mortgage. Lessee, without contribution by or other payment obligation of Lessor, shall make all payments of interest and principal amortization under any Permitted Loan and pay all of the costs and expenses incurred in connection therewith as and when the same shall be due and payable. Lessee alone shall be entitled to all proceeds from any such Permitted Loan or Refinancing. The holder of a Permitted Mortgage shall be deemed to have irrevocably and unconditionally agreed to all of the terms and provisions of this Lease, including, without limitation, all of the terms and provisions of Article XIII, Article XIV, and Article XVI of this Lease.

13.03 Liens and Claims. Lessee shall not suffer or permit to be enforced against the Premises, or any part thereof, any mechanics’, materialmen’s, contractors’ or subcontractors’ liens arising from, or any claim for damage growing out of, the work of any construction, repair, restoration, replacement or improvement of the Project, or the Premises, including, without limitation, the Initial Construction and any Alterations, or any other claim or demand howsoever the same may arise. Lessee shall pay or cause to be paid all such liens, claims or demands before any action is brought to enforce the same against the Premises, and Lessee does hereby indemnify, agree to defend and hold Lessor harmless from and against any and all such liens, claims, and demands, together with reasonable attorneys’ fees and all costs and expenses incurred by Lessor in connection therewith. Notwithstanding anything to the contrary contained in this Section 13.03 or in Section 13.01 above, if Lessee shall in good faith contest the validity of any such lien, claim or demand, then Lessee shall, at its sole cost and expense, defend itself and Lessor against the

same and shall pay and satisfy any adverse judgment that may be rendered thereon before the enforcement thereof against Lessor or the Premises, upon the condition that, if Lessor shall require it, Lessee shall furnish to Lessor a surety bond satisfactory to Lessor in an amount equal to such contested lien, claim or demand indemnifying Lessor against liability for the same and holding the Premises free from the effect of such lien or claim or, if Lessor shall request, Lessee shall procure and record a bond or other security as may be provided for in any statute of the state in which the Premises are situated, or any comparable statute hereafter enacted providing for a bond or other security freeing the Premises from the effect of such lien, claim or action thereon.

13.04 Permitted Subleases. Lessee shall have the right to enter into Permitted Subleases so long as the same are subject and subordinate to this Lease.

ARTICLE XIV

PERMITTED MORTGAGEE PROTECTIONS

14.01 Notice of Permitted Mortgage.

(a) Lessee shall give Lessor prompt notice of a Permitted Mortgage, together with contact information for notices to the Permitted Mortgagee (the “Lender Notice”). Lessee shall promptly furnish Lessor with a complete copy of each Permitted Mortgage and, to the extent Lessor executes a confidentiality agreement in favor of Lessee, all documents and instruments comprising and securing the Permitted Loan for any Permitted Mortgage and all amendments, extensions, modifications and consolidations thereof, certified as such by Lessee.

(b) Subject to the provisions of Section 14.02(b) below, after receipt of a Lender Notice, Lessor shall give such Permitted Mortgagee, in the manner provided by the notice provisions of this Lease, a copy of each notice of Default given by Lessor to Lessee, at the same time that Lessor gives such notice of Default to Lessee or promptly thereafter. No such notice of Default given by Lessor to Lessee shall be effective unless and until a copy of such notice shall have been so given to such Permitted Mortgagee at the last address furnished to Lessor. The Permitted Mortgagee shall have the right, but not the obligation (except as provided in the next section), to cure such Default by Lessee or to cause such Default by Lessee to be cured, within the time periods set out in Section 14.02 below.

14.02 Exercise of Rights by Lessor Following Event of Default.

(a) Subject to the provisions of Section 14.02(b) below, Lessor shall not exercise its right to terminate this Lease following any Event of Default by Lessee if:

(i) As to any Default by Lessee under this Lease with respect to obtaining and providing the insurance coverages required in Section 5.02 and Article X hereof, the Permitted Mortgagee cures such Default at least ten (10) days prior to the lapse of such coverage;

(ii) As to any Default by Lessee under this Lease which can be cured by the payment of a fixed monetary amount (other than as set forth in Section 14.02(a)(i) above), the Permitted Mortgagee or the Lessee cures such Default on or before the date that is the later of (1) thirty (30) days after the date such Default is required to be cured by

Lessee under the terms of this Lease or (2) thirty (30) days after the date Permitted Mortgagee is given written notice of Lessee's Default; and

(iii) Except as provided to the contrary in Section 14.02(b) below, as to a non-monetary Default by Lessee under this Lease, (1) Lessor receives written notice from the Permitted Mortgagee (the "Lender Cure Notice"), within thirty (30) days after Permitted Mortgagee is given Lessor's written notice of Lessee's Default, that Permitted Mortgagee agrees to remedy the Default, and (2) Permitted Mortgagee or the Lessee cures such Default on or before the date that is the later of (x) ninety (90) days after the date such Default is required to be cured by Lessee under the terms of this Lease, or (y) ninety (90) days after the date Permitted Mortgagee is given written notice of Lessee's Default; provided, however, that if any non-monetary Default is not capable of being remedied by the Permitted Mortgagee within such time period, Permitted Mortgagee shall have such greater period of time as is reasonably necessary to cure such Default (not to exceed one hundred twenty (120) days from the date the Lender Cure Notice is given to Lessor) if Permitted Mortgagee shall:

(A) commence to remedy the Default within such period and shall diligently continue to prosecute such cure to completion, or

(B) if possession of the Premises is required in order to cure such Default, institutes judicial or non-judicial foreclosure proceedings within such ninety (90) days following the giving of the Lender Cure Notice and diligently prosecutes such proceedings in order to obtain possession directly or through a receiver, and, upon obtaining such possession, commences promptly to cure the Default and diligently prosecutes the same to completion, provided that, during the period in which such action is being taken and any foreclosure proceedings are pending, all of the other obligations of Lessee under this Lease, to the extent they are reasonably susceptible to being performed by Permitted Mortgagee, shall be performed.

(b) Notwithstanding anything provided in this Lease to the contrary, no notice of Default or cure rights shall be provided to the Permitted Mortgagee to the extent of any Event of Default by Lessee under Sections 15.01(a)(iii) or 15.01(a)(v) below. Each Permitted Mortgagee, by acceptance of a Permitted Mortgage encumbering any portion of the Premises, shall be deemed to acknowledge and agree that no cure rights exist and no notice of Default is required to be given by Lessor to such Permitted Mortgagee with respect to any Event of Default by Lessee under Section 15.01(a)(iii) or 15.01(a)(v) below.

(c) The Permitted Mortgagee shall, to the extent Permitted Mortgagee elects to cure any Default by Lessee pursuant to Section 14.02(a) above (except as otherwise provided in Section 14.02(b) above), (i) either (1) assume in writing all of Lessee's obligations under this Lease pursuant to a written assumption agreement in form reasonably required by Lessor or (2) execute a New Lease pursuant to the terms and provisions of Section 14.05(a) below and (ii) be obligated to promptly pay to Lessor all reasonable costs and expenses paid or incurred by Lessor in connection with such Default, including all reasonable costs and expenses incurred in enforcing

Lessor's rights and in instituting, prosecuting or defending any legal action by or against Lessee, including summary proceedings, or in connection with any dispute under this Lease. Such amounts shall be paid to Lessor within thirty (30) days after such Permitted Mortgagee is billed for such costs and expenses.

14.03 Abandonment of Cure Rights by Permitted Mortgagee. At any time after the delivery of the Lender Cure Notice, Permitted Mortgagee may notify Lessor, in writing, that it has relinquished possession of the Premises, or that it will not institute foreclosure proceedings, or, if such proceedings have been commenced, that it has discontinued or will discontinue such proceedings (the "Abandonment Notice"). In such event, Permitted Mortgagee shall have no further obligation to cure any Default of Lessee and the provisions of Section 14.02 and 14.05 hereof shall be null and void. Lessor may, at any time after receipt of such Abandonment Notice or upon Permitted Mortgagee's failure to comply with the requirements of Section 14.02 above, terminate this Lease in accordance with the terms hereof.

14.04 No Liability of Permitted Mortgagee. Subject to the preceding sections, a Permitted Mortgagee shall not become liable to Lessor under the provisions of this Lease unless and until such time as it becomes, and then only for as long as it remains, the Lessee under the leasehold estate created by this Lease. No Permitted Mortgagee shall have any personal liability under this Lease except to the extent of its interest in this Lease, even if it becomes Lessee or assumes the obligations of Lessee under this Lease. Subject to Section 14.02, a Permitted Mortgagee has no obligation to cure any Default or Event of Default by Lessee under the Lease.

14.05 New Lease.

(a) Subject to the provisions of Section 14.05(d) below, Lessor agrees that in the event of a termination of this Lease by reason of either any Event of Default by Lessee or as a result of Lessee's rejection of this Lease in any receivership or as a result of any Insolvency Event (subject to the cure rights granted to the Permitted Mortgagee in Section 14.02 above), Lessor will enter into a new lease (the "New Lease") of the Premises with such Permitted Mortgagee (or its nominee) for the remainder of the Term effective as of the date of such termination, at the same Rent and upon the same terms, covenants, agreements and provision set forth in this Lease, provided that:

(i) Permitted Mortgagee shall make written request to Lessee for the execution of a New Lease within thirty (30) days after the date of termination, which written request shall be accompanied by payment to Lessor of all Rent and other amounts then due to Lessor of which Lessor shall have given Permitted Mortgagee prior written notice;

(ii) Permitted Mortgagee shall pay to Lessor at the time of execution of the New Lease any and all additional sums which, at the time of execution of the New Lease would be due under this Lease but for such termination, including, without limitation, all reasonable costs and expenses paid or incurred by Lessor as a result of such Event of Default by Lessee or such termination of this Lease, including reasonable attorneys' fees and expenses paid or incurred by Lessor as a result of such Event of Default

by Lessee, the termination of this Lease or in connection with the execution of the New Lease;

(iii) Permitted Mortgagee (or its nominee) shall assume all of the Permitted Subleases pursuant to written assumption agreements reasonably acceptable to Lessor;

(iv) Permitted Mortgagee shall cure, on or before the execution of the New Lease, all uncured Events of Default by Lessee for which Lessor has given Permitted Mortgagee written notice (except any such Event of Default which is not capable of being cured by Permitted Mortgagee); and

(v) Permitted Mortgagee (or its nominee) and Lessor must enter into and execute the New Lease no more than sixty (60) days after the giving of written request by Permitted Mortgagee to Lessor pursuant to Section 14.05(a)(i) above.

(b) Subject to the provisions of Section 14.05(d) below, Lessor further agrees that in the event of a Foreclosure Action which results in Permitted Mortgagee or any other Person acquiring the leasehold interest of Lessee in the Premises, Lessor will enter into a New Lease with such Permitted Mortgagee or any other Person occupying the leasehold interest in the Premises of Lessee on the same terms and conditions set forth in Section 14.05(a) and 14.05(c) hereof.

(c) Subject to the provisions of Section 14.05(d) below, Any New Lease shall (i) have the same relative priority in time and in right as this Lease, (ii) have the benefit of the right, title, powers and privileges of Lessee hereunder in and to the Premises, and (iii) provide that the Permitted Mortgagee (but not any other Person acquiring the leasehold interest of Lessee in the Premises) shall not be personally liable under the New Lease and its liability shall be limited to its interest in the New Lease.

(d) Notwithstanding anything provided herein to the contrary, Lessor shall have no obligation, and a Permitted Mortgagee shall have no right, to enter into a New Lease as a result of any Event of Default by Lessee under Sections 15.01(a)(iii) or 15.01(a)(v) below.

14.06 No Merger of Title. There shall be no merger of this Lease or the leasehold estate created by this Lease with a fee interest in the Premises by reason of the fact that the same Person may acquire, own or hold, directly or indirectly, this Lease or the leasehold estate created by this Lease and the fee estate in the Premises, unless and until such Person and the Permitted Mortgagee and Fee Lender shall join in a written instrument expressly providing for such merger and such instrument is recorded.

ARTICLE XV

DEFAULT AND REMEDIES

15.01 Default by Lessee.

(a) Each of the following shall constitute an event of default (each, an “Event of Default”) by Lessee:

- (i) Lessee fails to timely pay Base Rent to Lessor; or
- (ii) Lessee fails to obtain and provide to Lessor the insurance coverages and certificates required in Section 5.02 and Article X hereof and such failure continues for a period of ten (10) days after written notice thereof is given to Lessee; or
- (iii) Lessee fails to pay Additional Rent to Lessor or to any other party to whom Additional Rent is payable when the same is due and payable under the terms of this Lease and such failure continues for a period of thirty (30) days after written notice thereof is given to Lessee; or
- (iv) Lessee fails to cause the (1) Initial Construction to achieve Completed Construction by the Outside Completion Date or (2) Restoration to achieve Completed Construction by the Outside Restoration Date; or
- (v) Lessee fails to timely deliver to Lessor the assignment of insurance proceeds (or Condemnation award) as provided in Sections 12.01(c) or 12.02(c) above; or
- (vi) Lessee encumbers, assigns, sublets or otherwise transfers this Lease, or any right or interest in this Lease, the Premises, the Improvements or any Alterations in violation of Section 13.01 above;
- (vii) Any liens are filed against the Premises which are not timely satisfied or bonded as required under Section 13.03 above;
- (viii) Lessee vacates or abandons the Premises for thirty (30) or more consecutive days (other than a temporary vacation or abandonment as a result of any Casualty Event, Condemnation or Alteration); or
- (ix) A default by Lessee occurs under the Development Agreement which default is not timely cured by Lessee following the giving of any applicable notices and the expiration of any applicable cure periods set forth in the Development Agreement; or
- (x) A receiver is appointed for Lessee or any property of Lessee in any action, suit, or proceeding by or against Lessee and such appointment is not vacated or annulled within 120 days, or
- (xi) The interest of Lessee in this Lease is sold under execution or other legal process; or
- (xii) An Insolvency Event occurs; or
- (xiii) Lessee fails to be a single-purpose entity whose assets consist solely of its interest in the Premises; provided, however, that the provisions of this Section 15.01(a)(xi) shall not be applicable to a Permitted Mortgagee (or its nominee) which succeeds to the interest of Lessee under this Lease; or

(xiv) Lessee, whether by action or inaction, fails to timely perform or observe any of the other terms, covenants or conditions of this Lease and such failure is not remedied within thirty (30) days after written notice thereof is given to Lessee, provided that if such failure cannot, with reasonable diligence, be fully remedied within such 30-day period, Lessee shall have as long as is reasonably necessary to cure such failure (but in no event longer than sixty (60) days from the date written notice of Default is given to Lessee) provided Lessee commences compliance within such 30-day period (or as promptly as reasonably possible in an emergency) and thereafter pursues compliance to completion with reasonable diligence).

(b) Upon the occurrence and at any time during the continuance of any Event of Default (following the expiration of any cure periods granted to the Permitted Mortgagee pursuant to Article XIV above), Lessor shall give written notice to Lessee of the Event of Default giving rise to a right of termination and 10 days opportunity to cure any such default, then Lessor may, in addition to its rights and remedies set forth in Section 15.02 below, give Lessee and Permitted Mortgagee written notice of termination of this Lease, in which event this Lease and the term and estate thereof of Lessee in the Lease and the Premises shall terminate and end with the same force and effect as if that day were the day specified herein as the Expiration Date, but Lessee shall remain liable for damages as provided in this Lease and Lessor may resort to and enforce any of the other remedies provided in this Article XV.

15.02 Lessor's Remedies.

(a) If an Event of Default occurs (and following the expiration of any cure periods granted to the Permitted Mortgagee pursuant to Article XIV above), Lessor shall give written notice to Lessee of the Event of Default and 10 days opportunity to cure any such default, then, in addition to all of the rights and remedies available to Lessor at law or in equity and its rights to terminate this Lease as provided in Section 15.01(b) above, Lessor shall also have the right, at its option, to (i) re-enter or obtain possession of the Premises by summary proceedings or any other action or proceeding or (ii) re-enter or obtain possession of the Premises by any other legal act (which Lessor may do without further notice and without liability or obligation to Lessee or any occupant of the Premises if this Lease is terminated pursuant to this Article XV), and, in any event, all of the following provisions shall apply (in addition to any other applicable provisions of this Lease):

(1) Lessee shall immediately vacate the Premises and surrender the Premises to Lessor in good order, condition and repair, excepting reasonable wear and tear and damage that is not Lessee's obligation to repair; and, if Lessee fails to surrender the Premises in such condition, Lessee shall reimburse Lessor for all costs incurred by Lessor to restore the Premises to such condition; and

(2) Lessor, at Lessor's option, may (x) relet the Premises, or any portion of the Premises, from time to time, in the name of Lessor, Lessee or otherwise, as determined by Lessor, to any person and on any terms, but Lessor shall have no obligation to relet the Premises, or any portion of the Premises, or to collect any rent (and the failure to relet the Premises, or any portion of the Premises, or to collect any rent shall not impose any liability or obligation on Lessor or relieve

Lessee of any obligation or liability under this Lease), and (y) make any changes to the Premises as Lessor, in Lessor's judgment, considers necessary in connection with a reletting, without imposing any liability or obligation on Lessor or relieving Lessee of any obligation or liability under this Lease.

(b) Upon the occurrence of any Event of Default (subject to the cure rights of the Permitted Mortgagee set forth in Article XIV above) and the termination of this Lease by Lessor or the reentry onto the Premises by Lessor, Lessee shall pay Lessor, on demand, (i) all Additional Rent payable to the date on which this Lease is terminated or Lessor reenters or obtains possession of the Premises, (ii) any and all costs and expenses incurred by Lessor in connection with the termination, reentry or obtaining of possession, and the reletting of the Premises, including, without limitation, all repossession costs, brokerage commissions, reasonable attorneys' fees and expenses, Alteration costs and other expenses of preparing the Premises for reletting and (ii) Lessor shall have no obligation to refund any Base Rent prepaid by Lessee.

(c) Subject to the expiration of any cure rights granted to the Permitted Mortgagee pursuant to Article XIV above, Lessee hereby waives (i) the service of any notice of intention to re-enter or obtain possession of the Premises or to institute any legal action in connection therewith and (ii) on its own behalf and on behalf of all persons claiming under Lessee, including all creditors, any rights Lessee and all such persons might otherwise have to redeem the Premises, to re-enter or repossess the Premises, or to restore this Lease, after (1) Lessor reenters or obtains possession of the Premises pursuant to any legal act, action or proceeding or (2) the date of termination of this Lease, whether by operation of law or pursuant to this Lease.

(d) Notwithstanding anything provided herein to the contrary, the rights and remedies set forth in this Section 15.02 shall not be exclusive of any other rights and remedies of Lessor set forth in this Lease or otherwise available to Lessor at law or in equity.

(e) All rights, options, and remedies of Lessor contained in this Lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Lessor shall have the right to pursue any one or all of such remedies or any other remedy or relief that may be provided by law, whether or not stated in this Lease. The failure by Lessor to insist in any instance on strict performance of any covenant or condition hereof or to exercise any right or remedy contained herein shall not be construed as a waiver of such covenant, condition or remedy in any other instance.

(f) If Lessor commences any summary proceeding against Lessee, Lessee shall not interpose any counterclaim in that proceeding (unless the failure to impose the counterclaim would preclude Lessee from asserting in a separate legal action the claim which is the subject of the counterclaim) and shall not seek to consolidate the proceeding with any other legal action.

(g) If (i) an Event of Default has occurred and is continuing, or (ii) if Lessee fails to comply with any obligation under this Lease which in Lessor's reasonable opinion creates an emergency, Lessor may, but is not obligated to, cure the Event of Default or otherwise take such action as may be reasonably necessary in such emergency situation. Lessee shall reimburse Lessor, as Additional Rent, for all Liabilities incurred by Lessor in connection therewith within ten (10) days after Lessee is billed for such Liabilities.

(h) Notwithstanding the exercise of any of the foregoing remedies by Lessor, including, without limitation, the termination of the Lease following the occurrence of any Event of Default, Lessee shall reimburse Lessor, as Additional Rent, for all costs and expenses paid or incurred by Lessor in connection with such Event of Default by Lessee, including all costs and reasonable expenses incurred in interpreting and enforcing Lessor's rights and in instituting, prosecuting or defending any legal action by or against Lessee, including summary proceedings, or in connection with any dispute under this Lease. Such amounts shall be paid to Lessor within ten (10) days after Lessee is billed for such costs and expenses.

ARTICLE XVI

OPTION TO RENEW

16.01 Renewal Options. Subject to the terms and provisions of Section 16.02 below, Lessor grants to Lessee the option (individually a "Renewal Option" and collectively, the "Renewal Options") to extend the Term of this Lease for two (2) additional terms of twenty-five (25) years each (individually a "Renewal Term" and collectively, the "Renewal Terms"), commencing on the day immediately following the expiration of the Term (as the same may be extended pursuant to exercise of any previous Renewal Options), subject to and upon the same terms and conditions set forth in the Lease. Notice (the "Renewal Notice") of the exercise of any of the Renewal Options must be given by Lessee to Lessor in writing no earlier than fourteen (14) months, and no later than eight (8) months, prior to the expiration of the Term (as the same may be extended pursuant to exercise of any previous Renewal Options).

16.02 Conditions to Exercise and Effectiveness of Renewal Options. Notwithstanding any provided in this Lease to the contrary, the exercise of any Renewal Option by Lessee shall be subject to all of the following:

(a) At the time of the giving of any Renewal Notice, the Project shall have been maintained by Lessee in strict accordance with the terms and provisions of this Lease; and

(b) At the time of the giving of any Renewal Notice, the Land and Project remain in good standing with the hotel flag(s) as set forth in the Development Agreement or comparable hotel flag(s);

(c) At the time of the giving of any Renewal Notice the Hotel Properties are in good repair, normal wear and tear excepted; and

(d) At the time of the giving of any Renewal Notice the Hotel Properties located within the Project shall have averaged Fifty Percent (50%) occupancy during at least one (1) of the two (2) previous quarters which immediately precede the issuance of the Renewal Notice, unless Lessee's failure to achieve such required occupancy is the result of a Force Majeure Event or a renovation; and

(e) The exercise of any Renewal Option shall be ineffective and null and void if, at the time of the giving of any Renewal Notice, Lessee is in Default, Lessor has issued a written Notice of Default pursuant to Section 19 hereof and any such Event of Default has occurred and is continuing.

ARTICLE XVII
PERMITTED USE

17.01 Permitted Use. The Premises are hereby restricted to those uses described in the definition of the Project; provided, however, that in no event shall any portion of the Premises be used for any Prohibited Uses.

ARTICLE XVIII
NO IMPAIRMENT OF LESSOR'S TITLE

18.01 No Impairment by Lessee. Nothing contained in this Lease or any action or inaction by Lessor, shall be deemed or construed to mean that Lessor has granted to Lessee any right, power or permission to do any act or to make any agreement which may create, give rise to, or be the foundation for, any right, title, interest, lien, charge or other encumbrance upon the estate of Lessor in the Premises.

18.02 No Impairment by Subtenants. Lessee shall not cause, or permit any Subtenant to cause, Lessor's fee estate in the Premises to be encumbered by any lien or other encumbrance, including any lien or other encumbrance filed or recorded in favor of any mechanic, materialman, architect, or engineer with respect to work, material or services alleged to have been performed at or with respect to the Premises. If any such lien or encumbrance is filed or recorded, Lessee shall discharge any such lien or encumbrance by bond or otherwise within thirty (30) days after Lessee receives notice of such lien or encumbrance. If Lessee fails to discharge such lien or encumbrance within such 30-day period, Lessor may pay the amount reflected on such lien or encumbrance (or any portion thereof) and any costs, interest, and/or penalties imposed in connection therewith or take such other action as Lessor deems necessary or desirable to remove such lien or encumbrance, without being responsible for investigating the validity thereof and without regard to any objection by Lessee. The amount so paid and costs incurred by Lessor shall be deemed Additional Rent under this Lease payable within ten (10) days after Lessee is billed therefor. Nothing in this Lease shall be deemed in any way to: (i) constitute Lessor's consent or request, express or implied, that any contractor, subcontractor, laborer or materialman provide any labor or materials for any Alteration, addition, improvement or repair of the Premises; or (ii) evidence Lessor's agreement to subject its fee estate to any such lien.

ARTICLE XIX
MISCELLANEOUS PROVISIONS

19.01 Agents and Brokers. Lessor and Lessee warrant and represent to each other that no broker, finder, real estate agent or other person is entitled to any commission, fee or other payment in connection with or as a result of this Lease or any of the transactions contemplated hereby or hereunder. Lessor, to the greatest extent allowed by law, and Lessee agree to indemnify and hold the other harmless from and against any and all Liabilities arising out of or in connection with the foregoing.

19.02 Estoppel Certificates. Lessor and Lessee each agree to execute and deliver to the other, upon reasonable request thereof, estoppel certificates stating that this Lease is in full force

and effect, that there are no Defaults hereunder (provided that such statements, at the time of request, are true), and concerning such other matters as the other party may reasonably request.

19.03 Waiver. No waiver of any condition or legal right or remedy shall be implied by the failure of either party to declare a forfeiture, or for any other reason, and no waiver of any condition or covenant shall be valid unless it be in writing signed by both parties, nor shall the waiver of a breach of any condition be claimed or pleaded to excuse the future breach of the same condition or covenant.

19.04 Surrender of Possession by Lessee. Upon the expiration of the Term or any earlier termination thereof, Lessee shall surrender to Lessor possession of the Premises and all Improvements constructed and installed on the Land in good condition and repair, substantially similar to the condition of the Initial Construction as of the date of Completed Construction, reasonable wear and tear excepted, unless this Lease is terminated as a result of any Casualty Event or Condemnation. Any Personal Property that is not removed from the Premises after the termination of the Lease shall be deemed conclusively abandoned by Lessee and shall belong to Lessor without the payment of any consideration therefore; provided, however, that Lessor may, in its sole and absolute discretion, require Lessee, at Lessee's sole cost and expense, to remove any Personal Property or any Alterations made to the Premises by Lessee which have not been approved in writing by Lessor and, should Lessee fail to promptly remove the same by the expiration of the Term or any earlier termination of this Lease, then all costs and expenses incurred by Lessor in connection with the removal of such Personal Property and any Alterations, together with interest thereon at the Applicable Rate from the date any such costs and expenses were incurred by Lessor, shall be due and payable by Lessee to Lessor on demand. The provisions of this Section 19.04 shall survive the expiration or earlier termination of this Lease.

19.05 Reversion of Title to Lessor. Upon the expiration of the Term or any earlier termination of this Lease, title to the Improvements shall automatically revert to Lessor (or its successors and assigns) without the necessity or requirement that any further instruments of conveyance be executed or delivered by Lessee to Lessor. Notwithstanding the foregoing, Lessee agrees to execute, acknowledge, and deliver to Lessor a proper instrument in writing, releasing and quitclaiming to Lessor all right, title, and interest of Lessee in and to the Premises and all other Improvements thereon.

19.06 Notices. All notices required or permitted hereunder shall be in writing and shall be served on the parties hereto at the following addresses:

<u>If to Lessor:</u>	City of Huntsville, 308 Fountain Circle Huntsville, Alabama 35801 Attention: Mayor
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With copies to:

Bradley Arant Boult Cummings LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, Alabama 35203
Attention: Rod Kanter, Esq.
Facsimile: (205) 488-6517

If to Lessee:

BREG HSV, LLC
4011 80th Street
Kenosha, WI 53142
Attention: Stephen R. Mills

With a copy to:

Bear Development, LLC
4011 80th Street
Kenosha, WI 53142
Attention: John E. Hotvedt, Vice President – General Counsel

Any such notices shall be deemed to have been sufficiently given or served upon any party hereto when either (a) deposited with a nationally recognized overnight courier delivery service for next day delivery, or (b) delivered by personal delivery to any of the parties hereto at the addresses stated above. The above addresses may be changed by written notice to the other parties given in the manner set forth above.

19.07 Holding Over. This Lease shall terminate and become void without further notice upon the expiration of the Term (or any earlier termination as herein provided), and any holding over by Lessee after the expiration of the Term shall not constitute a renewal thereof or give Lessee any rights hereunder or in or to the Premises. This Lease cannot be renewed, extended, or in any manner modified except in a writing executed by both parties hereto.

19.08 Time of Essence. Time is of the essence of this Lease.

19.09 Successors and Assigns. Subject to the provisions of Article XIII and Article XIV above, hereof, this Lease and the covenants and conditions set forth herein shall inure to the benefit of, and be binding upon, Lessor and Lessee and their respective successors and permitted assigns.

19.10 Invalidity. If any portion of this Lease or the application thereof to any person or circumstance shall, for any reason and to any extent, be held or determined to be invalid or unenforceable, the remainder of this Lease and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

19.11 Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent or of partnership or joint venture between the parties hereto, it being understood and agreed

that no provisions contained herein nor any acts of the parties hereto shall be deemed to create any relationship between the parties hereto other than the relationship of lessor and lessee.

19.12 Memorandum of Lease. Lessor and Lessee agree to execute, acknowledge and deliver a memorandum of lease in such form as may be mutually agreed upon by Lessor and Lessee. The recordation of any such memorandum of lease shall be at Lessee's sole cost and expense.

19.13 Limitation of Liability. Notwithstanding anything to the contrary provided in this Lease or by law, it is specifically agreed and understood between the parties hereto that the sole and exclusive remedy of Lessee against Lessor under this Lease, the Development Agreement or any other documents, instruments or agreements executed by Lessor in favor of Lessee or any of its permitted assigns shall be mandamus and specific performance. Lessee or any of its permitted assigns shall not be entitled to any other damages whatsoever, including, without limitation, incidental, consequential or punitive damages, whether arising at law, in equity or otherwise.

19.14 Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Alabama.

19.15 Gender. In this Lease, the neuter gender includes the feminine and masculine, and the singular number includes the plural and vice versa wherever the context so requires.

19.16 Headings. The section headings in the Lease are used only for the purpose of convenience and shall not be deemed to limit the subject of the clause or to be considered in the construction thereof. References to a whole section number shall mean and refer to all sections bearing that number or as the context requires one or more subsections of the section.

19.17 Quiet Enjoyment. Lessee, so long as it shall faithfully perform the agreements, conditions, covenants, and provisions contained in this Lease, shall and may peaceably and quietly have, hold, and enjoy the Premises for the Term hereby granted, without disturbance by or from Lessor, and free from any encumbrance created or suffered by Lessor, except those to which this Lease is made subject as above provided.

19.18 Amendments and Lessor Approvals. This Lease may not be modified, amended, changed or altered in any respect except by a written instrument executed (and approved) by Lessee and Lessor.

19.19 Waiver of Jury Trial. **LESSEE HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING OUT OF OR IN ANY WAY RELATED TO THIS LEASE, OR (B) IN ANY WAY CONNECTED WITH OR PERTAINING OR RELATED TO OR INCIDENTAL TO ANY DEALINGS BETWEEN LESSOR AND LESSEE WITH RESPECT TO THIS LEASE OR OTHERWISE, OR THE CONDUCT OR THE RELATIONSHIP OF THE PARTIES HERETO, IN ALL OF THE FOREGOING CASES WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. LESSEE AGREES THAT LESSOR MAY FILE A COPY OF THIS LEASE WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY, AND BARGAINED AGREEMENT OF**

LESSEE IRREVOCABLY TO WAIVE ITS RIGHTS TO TRIAL BY JURY AS AN INDUCEMENT OF LESSOR TO ENTER INTO THIS LEASE AND THAT, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, ANY DISPUTE OR CONTROVERSY WHATSOEVER BETWEEN LESSEE AND LESSOR SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

19.20 Consent to Jurisdiction. Lessee irrevocably (a) acknowledges that this Lease will be accepted by Lessor and performed by Lessee in the State of Alabama; (b) submits to the jurisdiction of each state or federal court sitting in Madison County, Alabama (collectively, the “Courts”) over any suit, action or proceeding arising out of or relating to this Lease or the Development Agreement (individually, an “Agreement Action”); (c) waives, to the fullest extent permitted by law, any objection or defense that Lessee may now or hereafter have based on improper venue, lack of personal jurisdiction, inconvenience of forum or any similar matter in any Agreement Action brought in any of the Courts; (d) agrees that final judgment in any Agreement Action brought in any of the Courts shall be conclusive and binding upon Lessee and may be enforced in any other court to the jurisdiction of which Lessee is subject, by a suit upon such judgment; (e) consents to the service of process on Lessee in any Agreement Action by the mailing of a copy thereof by registered or certified mail, postage prepaid, to Lessee at Lessee’s address designated in or pursuant to Section 19.06; (f) agrees that service in accordance with this Section 19.20 shall in every respect be effective and binding on Lessee to the same extent as though served on Lessee person by a person duly authorized to serve such process; and (g) **AGREES THAT THE PROVISIONS OF THIS SECTION, EVEN IF FOUND NOT TO BE STRICTLY ENFORCEABLE BY ANY COURT, SHALL CONSTITUTE "FAIR WARNING" TO LESSEE THAT THE EXECUTION OF THIS LEASE MAY SUBJECT LESSEE TO THE JURISDICTION OF EACH STATE OR FEDERAL COURT SITTING IN MADISON COUNTY, ALABAMA WITH RESPECT TO ANY AGREEMENT ACTION, AND THAT IT IS FORESEEABLE BY LESSEE THAT LESSEE MAY BE SUBJECTED TO THE JURISDICTION OF SUCH COURTS AND MAY BE SUED IN THE STATE OF ALABAMA IN ANY AGREEMENT ACTION.** Nothing in this Section 19.20 shall limit or restrict Lessor’s right to serve process or bring any Agreement Action in manners and in courts otherwise than as herein provided.

[The remainder of this page has been left intentionally blank]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the day and year first above written.

LESSOR:

CITY OF HUNTSVILLE, ALABAMA, an
Alabama municipal corporation

By: _____

Printed Name: Tommy Battle

Title: Mayor

LESSEE:

BREG HSV, LLC, an Alabama limited liability
company

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

Legal Description of Land

A tract of land lying and being in Section 12, Township 4 South, Range 1 West of the Huntsville Meridian.

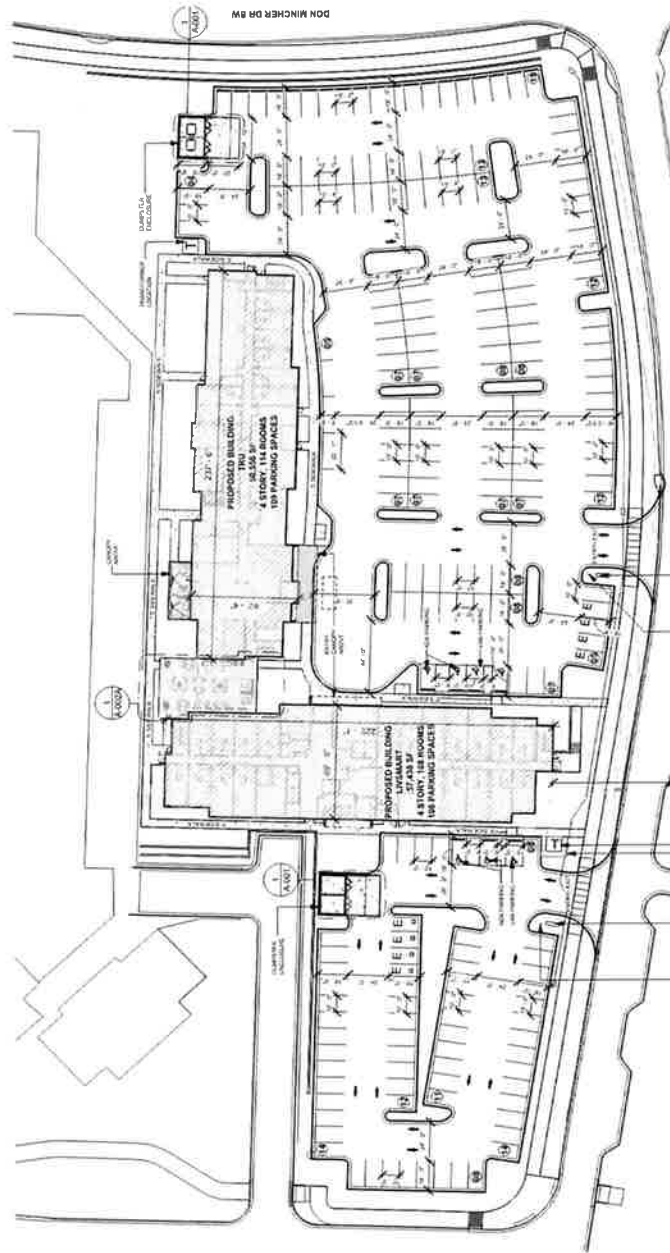
Commencing at a #5 rebar found marking the southeast corner of Lot 2 of R.C. Cobb Hollywood Sixteen Theatre as recorded in the Office of the Judge of Probate for Madison County, Alabama in Plat Book 30, Page 10, said point marking the west right-of-way of Memorial Parkway — US Highway 231; thence along the east boundary of said Lot 2 and said right-of-way North 23 Degrees 16 Minutes 51 Seconds West a distance of 345.60 feet to a #5 rebar found, thence leaving said right-of-way South 66 Degrees 52 Minutes 57 Seconds West a distance of 118.23 feet to a #5 rebar found, thence North 24 Degrees 57 Minutes 40 Seconds West a distance of 130.26 feet to a #5 rebar found; thence North 64 Degrees 44 Minutes 07 Seconds East a distance of 121.55 feet to said west right-of-way; thence along said right-of-way North 25 Degrees 02 Minutes 38 Seconds West a distance of 172.16 feet to a #5 rebar with a cap stamped "GARVER LLC CA-445-LS" (typical) set on the north boundary of said Lot 2; thence leaving said east boundary and right-of-way and along the north boundary of said Lot 2 South 89 Degrees 11 Minutes 50 Seconds West a distance of 281.71 feet to a #5 rebar set on the east right-of-way of an existing access street; thence leaving said right-of-way North 88 Degrees 46 Minutes 07 Seconds West a distance of 50.00 feet to a #5 rebar set on the proposed west right-of-way of said access street, said point being the Point of Beginning of herein described tract having established grid coordinates of (N) 1528878.55, (E) 429590.11 of the Alabama State Plane Coordinate System Zone East of the North American Datum of 1983 (NAD83);

Thence along said right of way South 4 Degrees 57 Minutes 19 Seconds West a distance of 75.30 feet to a #5 rebar set; thence South 9 Degrees 27 Minutes 12 Seconds West a distance of 338.74 feet to a #5 rebar set at the point of curvature of a curve to the right, having a radius of 25.00 feet, the chord of which is South 48 Degrees 32 Minutes 36 Seconds West for a distance of 30.36 feet, thence along the arc of said curve 32.62 feet to a #5 rebar set at the point of tangency of said curve, said point being on the north right -of-way of said access street; thence leaving said west right-of-way and along said north right-of-way North 88 Degrees 13 Minutes 06 Seconds West a distance of 106.14 feet to a #5 rebar set, thence leaving said right-of-way North 43 Degrees 28 Minutes 21 Seconds West a distance of 16.14 feet to a #5 rebar set; thence North 1 Degrees 43 Minutes 53 Seconds East a distance of 25.36 feet to an existing chain link fence; thence along said fence North 1 Degrees 43 Minutes 52 Seconds East a distance of 195.86 feet, thence North 88 Degrees 10 Minutes 08 Seconds West a distance of 27.63 feet; thence South 5 Degrees 33 Minutes 29 Seconds West a distance of 23.12 feet; thence South 21 Degrees 54 Minutes 30 Seconds West a distance of 4.58 feet; thence North 88 Degrees 10 Minutes 50 Seconds West a distance of 67.12 feet; thence North 1 Degrees 47 Minutes 27 Seconds East a distance of 311.75 feet; thence leaving said fence; North 1 Degrees 47 Minutes 27 Seconds East a distance of 182.03 feet to a #5 rebar set on the south right-of-way of Don Mincher Drive, said point being on a curve to the left, having a radius of 858.45 feet, the chord of which is North 89 Degrees 18 Minutes 40 Seconds East for a distance of 136.31 feet; thence along said right-of-way and the arc of said curve 136.45 feet to a #5 rebar set at the point of tangency of said curve; thence North 83 Degrees 50 Minutes 52 Seconds East a distance of 71.04 feet to a #5 rebar set; thence South 69 Degrees 18 Minutes 01 Seconds East a distance of 46.11 feet to a #5 rebar set on the proposed west right-of-way of said access street; thence leaving said south right-of way and along said proposed west right-of-way South 8 Degrees 52 Minutes 59 Seconds East a distance of 157.13 feet to a #5 rebar set at the point of curvature of a curve to the right, having a radius of 785.15 feet, the chord of which is South 3 Degrees 02 Minutes 04 Seconds East for a distance of 88.17 feet; thence along the arc of said curve 88.22 feet to a #5 rebar set at the point of tangency of said curve; thence South 0 Degrees 48 Minutes 58 Seconds West a distance of 25.83 feet to the POINT OF BEGINNING.

The above-described tract contains 3.83 acres (167010.605 sq. ft.) more or less and is subject to any existing easements and rights-of-way whether or not recorded in the public records.

EXHIBIT B

Project Site Layout



Schedule 1

Prohibited Uses

The following uses are prohibited within any of the Premises:

(a) Any unlawful purpose, or in any way which would constitute a legal nuisance to surrounding occupants/owners; dry cleaning plant; adult entertainment facility or facilities devoted primarily to the sale of pornographic books, films, tapes or similar audio or video products (provided, however, that the foregoing shall not prohibit or limit the operation of a national, regional or local, reputable, general interest book or video store); massage parlor; adult book store; a so-called "head shop"; any business involving the sale of paraphernalia for use with illicit drugs or for the sale of medicinal or legalized marijuana or marijuana derivatives; tattoo or piercing parlor; a gaming, gambling, betting or game of chance business (exclusive of the sale of lottery tickets); any federal, state or municipal tenant, or agency, affiliate or related entity thereof; business whose primary service is check cashing (such as Amscot, Advance America, Cash Advance Centers, Moneytree, etc.).

(b) Any warehouse or industrial use; any self-storage facility; a venture whose primary business is the operation of video or arcade games; labor camps, prisons, jails, honor farms or other correctional institutions; landfills or garbage disposal areas or areas for the dumping, processing, incineration or reduction of garbage, sewage, dead animals, refuse or waste (other than on-site underground sanitary sewage disposal facilities which are specifically allowed as authorized uses); smelting of iron, tin, zinc or other ores, refining of petroleum or its products or mining activities; the sale of fireworks.



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: 2025-476

Department: Engineering

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and Croy Engineering for Parking Lot at Southwest Corner of Holmes Avenue and Monroe Street, Project No. 71-25-SP17.

Resolution No.

Finance Information:

Account Number: 3080-71-00000-530000-BUDGET01-

City Cost Amount: \$121,328.00

Total Cost: \$121,328.00

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

Design services with Croy Engineering for parking lot at the southwest corner of Monroe Street and Holmes Avenue consisting of approximately 643 spaces to include lighting and landscaping. Lump Sum contract amount of \$114,328.00 and Not-to-Exceed contract amount of \$7,000.00 for a total contract amount of \$121,328.00.



Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: TMP-5552

Department: Engineering

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and Croy Engineering for Parking Lot at Southwest Corner of Holmes Avenue and Monroe Street, Project No. 71-25-SP17.

Resolution No.

Finance Information:

Account Number: 3080-71-00000-530000-BUDGET01-

City Cost Amount: \$121,328.00

Total Cost: \$121,328.00

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

Design services with Croy Engineering for parking lot at the southwest corner of Monroe Street and Holmes Avenue consisting of approximately 643 spaces to include lighting and landscaping. Lump Sum contract amount of \$114,328.00 and Not-to-Exceed contract amount of \$7,000.00 for a total contract amount of \$121,328.00.

RESOLUTION NO. 25-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into an Agreement between the City of Huntsville, Alabama and Croy Engineering, L.L.C., in the amount of ONE HUNDRED TWENTY-ONE THOUSAND THREE HUNDRED TWENTY-EIGHT AND NO/100 DOLLARS (\$121,328.00) for Engineering Design Services for Parking Lot at Southwest Corner of Holmes Avenue and Monroe Street, Project No. 71-25-SP17, 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, Alabama and Croy Engineering, L.L.C., for Engineering Design Services for Parking Lot at Southwest Corner of Holmes Avenue and Monroe Street, Project No. 71-25-SP17," consisting of a total of eighteen (18) pages, plus forty-three (43) additional pages consisting of Attachments 1-16, and the date of June 12, 2025, 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 12th day of June, 2025.

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

APPROVED this the 12th day of June, 2025.

Mayor of the City of Huntsville,
Alabama

AGREEMENT BETWEEN
CITY OF HUNTSVILLE, ALABAMA
AND
CROY ENGINEERING, L.L.C.
FOR
ENGINEERING DESIGN SERVICES
FOR
PARKING LOT AT SOUTHWEST CORNER OF HOLMES AVENUE
AND MONROE STREET

Project ID Number 71-25-SP17
June 12, 2025

**_____
President of the City Council of the City of
Huntsville, Alabama
Date: June 12, 2025**

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AGREEMENT BETWEEN
CITY OF HUNTSVILLE, ALABAMA
AND
CROY ENGINEERING, L.L.C.
FOR
ENGINEERING DESIGN SERVICES
FOR
PARKING LOT AT SOUTHWEST CORNER OF HOLMES AVENUE
AND MONROE STREET
Project ID Number 71-25-SP17

THIS AGREEMENT made as of the 12th day of June in the year 2025, by and between the CITY OF HUNTSVILLE, ALABAMA (hereinafter called OWNER), and CROY ENGINEERING, L.L.C. (hereinafter called ENGINEER).

WITNESSETH, for the considerations hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1 - ENGAGEMENT OF THE ENGINEER

The OWNER hereby engages the ENGINEER, and the ENGINEER hereby accepts the engagement to provide general engineering and consultation as a representative of the OWNER to include the following:

- 1.1** Professional Engineering Services for design of Parking Lot at Southwest Corner of Holmes Avenue and Monroe Street, as further described in ARTICLE 2, and hereinafter called PROJECT.
- 1.2** By executing this Agreement, the ENGINEER represents to the OWNER that the ENGINEER is a professional qualified to act as the ENGINEER for the PROJECT and is licensed and certified to practice engineering by all public entities having jurisdiction over the ENGINEER and the PROJECT. The ENGINEER further represents to the OWNER that the ENGINEER will maintain all necessary licenses, certifications, permits or other authorizations necessary to act as ENGINEER for the PROJECT until the ENGINEER's remaining duties hereunder have been satisfied. The ENGINEER shall assign only qualified personnel to perform any service concerning the PROJECT. All services rendered by the ENGINEER for the PROJECT shall be performed by or under the immediate supervision of experienced and qualified professionals licensed, certified, and registered as appropriate in the State of Alabama possessing the expertise in the discipline of the service being rendered. The ENGINEER assumes full responsibility to the OWNER for the negligent acts, errors and omissions of its consultants or others employed or retained by the ENGINEER in connection with the PROJECT.
- 1.3** Execution of this Agreement by the ENGINEER constitutes a representation that the ENGINEER has become familiar with the PROJECT site and the local conditions under which the PROJECT is to be implemented. The ENGINEER agrees to provide all necessary engineering services required to professionally accomplish the ENGINEER's defined scope of services.

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

ARTICLE 2 – DESIGN SERVICES OF THE ENGINEER

- 2.1** ENGINEER shall provide for OWNER Professional Engineering Services for the design of Parking Lot at Southwest Corner of Holmes Avenue and Monroe Street.
- 2.2** These services shall include consultation and advice; customary civil, structural, mechanical and electrical engineering design services; and Architectural services incidental thereto, as outlined herein and further described in the SCOPE OF SERVICES, ATTACHMENT 1.
- 2.3** Upon the OWNERS authorization, the ENGINEER shall prepare construction documents consisting of drawings and specifications setting forth in detail the requirements for construction of the PROJECT. The ENGINEER warrants that such construction documents are accurate, coordinated and adequate for the construction and in conformity and comply with applicable laws, codes and regulations. Products specified for use shall be readily available unless written authorization to the contrary is given by the OWNER. Products or materials specified by the ENGINEER that are available from only one source shall be justified in writing by the ENGINEER in order to meet applicable federal, state, or local procurement or bid requirements.
- 2.4** A contract for the professional services of a design professional shall require the design professional to perform the services with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.
- 2.5** The ENGINEER shall prepare appropriate bid alternates as necessary in order to assure that the PROJECT can be awarded within the PROJECT budget limitations.
- 2.6** The ENGINEER shall serve as the OWNER's professional representative in those portions of the PROJECT to which this Agreement applies and shall consult with and advise the OWNER during the performance of these services.
- 2.7** The ENGINEER shall incorporate into its design, and into its final work products, the requirements contained within the OWNER's engineering standards, standard specifications, and design manuals referenced in ATTACHMENT 3. The ENGINEER shall also incorporate into its design, where applicable, Americans with Disabilities Act (ADA) grades, elevations and layout for each handicap ramp within the project. The requirements of the State of Alabama Department of Transportation design standards shall be reviewed for applicability and incorporated into portions of the work where joint participation between the OWNER and the State is applicable. When conflicts are noted between the OWNERS requirements and standards of others, the OWNERS standards shall take precedent. Discrepancies shall be brought to the attention of the OWNER. Deviations from OWNER's requirements shall be identified to the OWNER by the ENGINEER in writing prior to incorporating the changes.
- 2.8** The ENGINEER shall obtain all Planning Commission approvals with regard to location, character and extent, as required.

- 2.9** The ENGINEER shall obtain a Utility Project Notification Form (Attachment 10) from all affected utilities on the project by the 60% design review stage. Acceptance shall be provided as a signed original by all affected parties at the 90% design review stage.
- 2.10** The ENGINEER shall promptly correct, or have corrected, any errors, omissions, deficiencies or conflicts in the ENGINEER's work product or that of his sub-contractors/sub-consultants, without additional compensation for time, reproduction or distribution.
- 2.11** During the process of design and preparation of the construction documents, the ENGINEER shall review with the OWNER the construction documents, the estimate of probable construction cost, schedule, and other design services issues. Such review shall be, at a minimum, as outlined in ATTACHMENT 4 as 0%, 30%, 60%, and 90% completion stage. Following such reviews, the ENGINEER shall make any appropriate revisions thereto to assure compliance with the OWNER's requirements.
- 2.12** The ENGINEER shall comply with the City of Huntsville Tree Ordinance and carry the requirements referenced therein with deliverables (drawings, specifications, etc.) in accordance with Section 27-57 of the City of Huntsville Code of Ordinances (Ord. No. 04-45, §13, 2-12-2004).
- 2.13** The ENGINEER shall prepare the pre-bid agenda after obtaining comments from stakeholders such as affected utilities, City of Huntsville Construction Project Engineer and Inspector(s), and other City of Huntsville departments as applicable. The ENGINEER shall moderate the pre-bid meeting, prepare meeting minutes, make clarifications, prepare addendums, and distribute to bidders.
- 2.14** A valid City of Huntsville license shall be maintained throughout the term of this contract. Additionally, the engineering firm shall be required to obtain and pay for all other federal, state or local permits, licenses, and fees which may be necessary or required in order to perform the work detailed herein.

ARTICLE 3 - CONSTRUCTION ADMINISTRATION SERVICES **OMITTED**

ARTICLE 4 - ADDITIONAL SERVICES

The following services of the ENGINEER are not included in Article 2. Nevertheless, the ENGINEER shall provide such services if authorized in writing by the OWNER, and they shall be paid for by the OWNER as provided in Article 7, unless otherwise noted.

- 4.1** Making revision in drawings, specifications or other documents when such revisions are inconsistent with written direction by the OWNER previously given, are required by the enactment of revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated or are due to other causes not within the control or responsibility of the ENGINEER, either in whole or in part.
- 4.2** Preparing drawings, specifications and supporting data in connection with change orders, provided that such change orders are issued by the OWNER due to causes not within the control or responsibility of the ENGINEER, either in whole or in part.
- 4.3** Providing additional services for repair or replacement of work damaged by acts of God or other cause during construction provided that such services are required by causes not the responsibility of the ENGINEER, either in whole or in part.

- 4.4 Providing services not otherwise required herein which are made necessary solely by the default of the ENGINEER or major defects or deficiencies in the work of the ENGINEER. These services shall be provided with no increase in the contract amount and will not be compensable on an hourly basis.
- 4.5 Providing expert witness services and other services arising out of claims.
- 4.6 Provide services to stake site during construction.

ARTICLE 5 - RESPONSIBILITIES OF OWNER

The OWNER, without cost to the ENGINEER, will perform the following in a timely manner so as not to delay the services of the ENGINEER:

- 5.1 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.
- 5.2 Provide all criteria and full information as to OWNER's requirements for the PROJECT, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations. The OWNER shall also furnish copies of all design and construction standards, which OWNER will require to be included in the drawings and specifications.
- 5.3 Assist the ENGINEER as necessary in acquiring access to and making all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform the work under this agreement.
- 5.4 Designate in writing a person to act as the OWNER's representative with respect to the work to be performed under this Agreement, such person to have complete authority to transmit instructions, receive information, interpret and define the OWNER's policies and decision with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER determines appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- 5.5 When requested by the ENGINEER, the OWNER will intercede on the ENGINEER's behalf when data from, or reviewed by third parties is not on schedule through no fault of the ENGINEER
- 5.6 The OWNER's review of any documents prepared by the ENGINEER or its consultants shall be solely for the purpose of determining whether such documents are generally consistent with the OWNER's intent. No review of such documents shall relieve the ENGINEER of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

ARTICLE 6 - PERIOD OF SERVICES

- 6.1 The ENGINEER shall commence services pursuant to this agreement as of June 13, 2025. The final completion date for the completion of design services as outlined in Article 2 shall

be December 13, 2025. The Director of Engineering has the right to grant a time extension of up to 6 months at his/her discretion.

The ENGINEER shall perform these services with reasonable diligence and expediency consistent with sound professional practices. The ENGINEER shall include in his schedule an allowance for time required for OWNER's review of submissions and for approvals of authorities having jurisdiction over the PROJECT. When approved by the OWNER, the schedule shall not be exceeded by the ENGINEER, except for cause.

If the ENGINEER becomes aware of delays due to time allowances for review and approval being exceeded, delay by the OWNER, the OWNER's consultants, or any other reason beyond the ENGINEER's control, which may result in the schedule of performance of the ENGINEER's services not being met, the ENGINEER shall promptly notify the OWNER. If the OWNER becomes aware of any delays or other causes that will affect the ENGINEER's schedule, the OWNER shall promptly notify the ENGINEER. In either event, the ENGINEER's schedule for performance of its services shall be equitably adjusted.

ARTICLE 7 - PAYMENT TO THE ENGINEER

7.1 BASIC SERVICES

The OWNER shall compensate the ENGINEER for services rendered pursuant to this Agreement, excepting those services described as Additional Services in Article 4 of this Agreement, by payment in the amount of ONE HUNDRED TWENTY-ONE THOUSAND THREE HUNDRED TWENTY-EIGHT AND NO/100 DOLLARS (\$121,328.00) for design services as described in Article 2. Additional services of the ENGINEER as described in Article 4, if any, shall be compensated on an hourly basis in accordance with Attachment 5.

7.2 REIMBURSABLE EXPENSES

The scope of work for sub-contracted services is defined in the ENGINEER's scope of services, Attachment 1. The scope includes provisions for administration expenses for subcontracted services and reimbursable direct expenses including but not limited to laboratory tests and analyses; computer services; word processing services; permit fees, bonds, telephone, printing, binding and reproduction charges; and other similar costs. Indirect costs will have administrative fee reimbursements limited to no more than 5%. Direct costs are also limited to no more than 5% reimbursement.

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

7.3 EFFECTIVE DATE

This contract shall have no force or effect unless and until it is executed by the OWNER and the ENGINEER and a properly executed copy is mailed to the ENGINEER with a notice to proceed (NTP). If a NTP is not issued within sixty (60) days commencing from the last date of execution of this CONTRACT by the OWNER and the ENGINEER, then this CONTRACT shall be NULL AND VOID, the OWNER will not be obligated to any payment to the ENGINEER and the ENGINEER will not be obligated to perform any work under said CONTRACT.

PAYMENT SUMMARY

Engineering Design Services – LUMP SUM AMOUNT OF

\$114,328.00

Engineering Design Services - NOT-TO-EXCEED AMOUNT OF \$ 7,000.00
TOTAL CONTRACT AMOUNT: **\$121,328.00**

ARTICLE 8 - GENERAL PAYMENT PROCEDURE

8.1 INVOICES

8.1.1 The ENGINEER shall submit monthly invoices to the Administrative Officer in the Engineering Department for the basic services described under Articles 2 and 4 for the design of the PROJECT. Invoices must include the City of Huntsville project name and number, dates of services, contract amount, previous billings and current billing. Additionally, invoices for services that are not contracted for as "lump sum" in Article 4 must also be itemized and include, as a minimum, a description of each task performed, the amount of time utilized performing each task, the name(s) of personnel who performed the task and the cost for each specific task. Along with each invoice, the ENGINEER must submit a consultant progress report in the format shown in Attachment 6 hereto. No payment will be made without the consultant progress report completed and attached. Monthly progress reports shall be submitted monthly even if no request for payment is made. If services under Article 4 are included in the invoice for additional services not included under the lump sum provisions, or services billed as time and material, the classification and hours of such persons rendering the services shall be attached to the invoice.

8.1.2 The signature of the ENGINEER on the invoice shall constitute the ENGINEER's representation to the OWNER that the services indicated in the invoice have progressed to the level indicated, have been properly and timely performed as required herein, that the reimbursable expenses included in the invoice have been reasonably incurred, that all obligations of the ENGINEER covered by prior invoices have been paid in full, and that, to the best of the ENGINEER's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the ENGINEER the payment of any portion thereof should be withheld. Submission of the ENGINEER's invoice for final payment and reimbursement shall further constitute the ENGINEER's representation to the OWNER that, upon receipt from the OWNER of the amount invoiced, all obligations of the ENGINEER to others, including its consultants, incurred in connection with the PROJECT, have been paid in full. ENGINEER must designate on Attachment 6 – Progress Report in the appropriate space provided that such action has been completed.

8.2 TIME FOR PAYMENT

The OWNER shall make payment for services in Articles 2 and 4 within 60 days of receipt of valid invoice.

8.3 OWNER'S RIGHT TO WITHHOLD PAYMENT

In the event the OWNER becomes credibly informed that any representations of the ENGINEER, provided pursuant to Article 8.1.2, are wholly or partially inaccurate, the OWNER may withhold payment of sums then or in the future otherwise due to the ENGINEER until the inaccuracy, and the cause thereof, is corrected to the OWNER's reasonable satisfaction. Additionally, failure by the ENGINEER to supply substantiating records shall be reason to exclude related costs from the amounts which might otherwise be payable by the OWNER to the ENGINEER.

8.4 REIMBURSABLE EXPENSES

8.4.1 In addition to the requirements set forth in 8.1 above, invoices for reimbursable expenses shall include such documentation as the OWNER may require. Reasonable expenses are limited to the following expenses:

- (a) Transportation outside the immediate Huntsville area (50 mile radius) approved in advance by the OWNER in writing and incurred in connection with the PROJECT; (Per Department of Treasury, Internal Revenue Service Publication 1542, Per Diem Rates, for travel within the continental United States). Refer to website: www.irs.gov/pub/irs-pdf/p1542.pdf for more information.
- (b) Charges for long-distance communications;
- (c) Fees paid for securing approval of authorities having jurisdiction over the PROJECT,
- (d) Actual costs of reproduction for items in excess of those included in the required services;
- (e) Postage and handling charges incurred for drawings, specifications and other documents.

8.4.2 The ENGINEER shall set forth with particularity on its invoice the nature and cost of the expense item being billed, and attach to its invoice the written authorization, if any, required for such item; and shall bill expenses at actual cost or prevailing rate and without the addition of administrative charge, any multiple or surcharge.

8.5 W-9 TAXPAYER FORM

All ENGINEERING FIRMS are required to submit a Federal Tax Form W-9 to City of Huntsville at the time a contract is awarded. No payments of invoices can be made until this W-9 Tax Form has been properly submitted. A copy of the W-9 Tax Form can be requested from the OWNER or at the following website: www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf.

ARTICLE 9 - GENERAL CONSIDERATIONS

9.1 GENERAL

OWNER and ENGINEER agree that the following sections and provisions shall apply to the work to be performed under this Agreement and that such provisions shall supersede any conflicting provisions of this Agreement.

9.2 SUB-CONTRACTED SPECIALIZED SERVICES

The ENGINEER may sub-contract specialized services required of the PROJECT to competent and experienced sub-consultants approved by the OWNER in writing. As a prime professional, the ENGINEER shall act as OWNER's representative for contracting, directing, and managing the services of sub-consultants. The OWNER shall have the right to reject any consultant provided that the OWNER raises a timely objection. At the time of the execution of this Agreement, the parties anticipate that the consultants listed in Attachment "7" hereto will be retained by the ENGINEER to provide services with respect to the PROJECT. Expenses payable to the ENGINEER for subcontracted services are limited to no more than 5% of the cost of the subcontracted services.

9.3 PEER REVIEW

The OWNER reserves the right to conduct, at the OWNER's expense, peer review of designs and drawings prepared by the ENGINEER and/or sub-consultant(s) for the

PROJECT. The ENGINEER and sub-consultant(s) agree that knowledge and consent to review of their work by other engineers of the OWNER's choosing is hereby given in accordance with the ADMINISTRATIVE CODE (RULES AND REGULATIONS) of the Alabama State Board of Licensure for Professional Engineers and Land Surveyors, Chapter 330-X-14-.06(a) (13) effective January 2008 and as may be amended now or in the future pertaining to the Code of Ethics for review of the work of another engineer.

9.4 CLARIFICATION OF WORK

If reviewing agencies raise questions regarding the work of ENGINEER, OWNER will participate in such meetings as deemed necessary to explain and clarify this work.

9.5 IRRIGATION AND IRRIGATION CONTROLLERS

9.5.1 All designs shall coordinate with the City of Huntsville Landscape Management Department. The basis of design shall be Rainbird Two-Wire System. BaseLine Irrigation Solutions may be considered where existing infrastructure exists but is subject to the approval of Landscape Management.

9.5.2 Contractor is to locate/flag irrigation system valves and moisture sensors at project completion to facilitate Owner's ability to gather GPS coordinates for maintenance purposes.

9.5.3 Bubbler style irrigation systems shall be used for tree installations with two bubblers at each tree ring. Drip Irrigation systems shall not be used. 1804 Spray Heads with SAM/PRS bodies are preferred.

9.6 CHANGES

9.6.1 The OWNER may, at any time by written order, make changes within the general scope of the Agreement in the services to be provided. If such changes cause an increase or decrease in ENGINEER's cost of, or time required for performance of any services, whether or not changed by any order, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Upon notification of change, ENGINEER must assert any claim of ENGINEER for adjustment in writing within 30 days from the date of receipt unless OWNER grants a further period of time.

9.6.2 If findings in any phase of this PROJECT significantly alter the scope of work for subsequent phases, or if regulations are changed resulting in a scope of work change for any phase, engineering fees set forth in Article 7 may be renegotiated by the OWNER and ENGINEER.

9.7 ENGINEER'S RECORDS

Documentation accurately reflecting services performed and the time expended by the ENGINEER and his personnel and records of reimbursable expenses shall be prepared concurrently with the performance of the services and shall be maintained by the ENGINEER. The ENGINEER shall maintain record copies of all written communications, and any memoranda of verbal communications related to the PROJECT. All such records and documentation shall be maintained for a minimum of five (5) years after the PROJECT date of final completion or for any longer period of time as may be required by law or good practice. If the ENGINEER receives notification of a dispute or of pending or commencement of litigation during this five-year period, the ENGINEER shall continue to maintain all PROJECT records until final resolution of the dispute or litigation. The ENGINEER shall make such records and documentation available to the OWNER upon notice and shall allow

the authorized representative(s) of the OWNER to inspect, examine, review and copy the ENGINEER's records at the OWNER's reasonable expense.

9.8 SEAL ON DOCUMENTS

- 9.8.1** Final plans and drawings shall be marked "ISSUED FOR CONSTRUCTION". When a firm, partnership, or corporation performs the work, each drawing shall be sealed and signed by the licensed engineer or engineers who were in responsible charge of the work.
- 9.8.2** When plans and drawings issued for construction were not performed by a firm, partnership, or corporation, the first sheet or title page shall be sealed, dated, and signed by the engineer who was in responsible charge. Two or more licensed professional engineers may affix their signatures and seals provided it is designated by a note under the seal the specific subject matter for which each is responsible. In addition, each drawing shall be sealed and signed by the licensee or licensees responsible for each sheet.
- 9.8.3** When plans or drawings are a site adaptation of a standard design or plan or make use of a standard drawing of others, the ENGINEER shall take measures to assure that the site adaptation, standard drawing, or plan is appropriate and suitable for the use proposed by the ENGINEER including meeting the specific site conditions, functionality, design criteria, safety considerations, etc. After taking such measures, the ENGINEER shall seal the standard drawing or plan as shown above in sections 9.8.1 and 9.8.2. The ENGINEER shall not utilize standards of others without their written consent where written consent is required or implied.
- 9.8.4** Each sheet of documents, specifications, and reports for engineering practice and of maps, plats, charts, and reports for land surveying practice, shall be signed, sealed, and dated by the licensed engineer or land surveyor who prepared the documents or under whose responsible charge the documents were prepared. Where more than one sheet is bound together in one volume, including but not limited to reports and specifications, the licensee who prepared the volume, or under whose responsible charge the volume was prepared, may sign, seal, and date only the title or index sheet, provided that this sheet clearly identifies all of the other sheets comprising the bound volume, and provided that any of the other sheets which were prepared by, or under the responsible charge of, another licensee, be signed, sealed, and dated by the other licensee.

9.9 USE AND OWNERSHIP OF DOCUMENTS

All rights of ownership, copyrights, construction documents, including all drawings, specifications and other documents, electronic media, computer source code, or things prepared by or on behalf of the ENGINEER for the PROJECT are hereby transferred to the OWNER and shall be the sole property of the OWNER and are free of any retention rights of the ENGINEER. The ENGINEER hereby grants to the OWNER an unconditional right to use or to refer to, for any purpose whatsoever, the construction documents and any other documents or electronic media, computer source code prepared by or on behalf of the ENGINEER for the PROJECT, free of any copyright claims, trade secrets or other proprietary rights with respect to such documents. The ENGINEER shall be permitted to retain copies thereof for its records. The ENGINEER's documents and other work products are not intended or represented to be suitable for re-use by OWNER or others on extensions of the PROJECT or on any other PROJECT. Any re-use without specific written verification or adaptation by ENGINEER will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER shall indemnify and hold harmless ENGINEER from all claims,

damages, losses and expenses including attorneys' fees arising out of, or resulting from, such reuse by the OWNER; provided however, that this agreement to indemnify and save harmless shall not apply to any reuse of documents retained by, or through, the ENGINEER.

9.10 ESTIMATE OF CONSTRUCTION COST

Since ENGINEER has no control over the construction cost of labor, materials, or equipment, or over the construction contractor(s) methods of determining prices, or over competitive bidding or market conditions, his opinion of probable PROJECT cost or construction cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry; but, ENGINEER cannot and does not guarantee that proposals, bids or construction costs will not vary from opinions of probable cost prepared by him. If OWNER wishes greater assurance as to the construction cost, he will employ an independent cost estimator.

9.11 TERMINATION FOR CAUSE

This Agreement may be terminated by either party upon seven (7) days written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination.

9.12 TERMINATION BY THE OWNER WITHOUT CAUSE

The OWNER may terminate this Agreement without cause upon seven (7) days written notice to the ENGINEER. In the event of such a termination without cause, the ENGINEER shall be compensated for all services performed prior to termination, together with Reimbursable Expenses incurred. In such event, the ENGINEER shall promptly submit to the OWNER its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 8.1.

ARTICLE 10 - INDEMNITY AND INSURANCE

10.1 INSURANCE

The ENGINEER shall carry insurance of the following kinds and amounts in addition to any other forms of insurance or bonds required under the terms of the contract specifications. The ENGINEER shall procure and maintain for the duration of the job until final acceptance by the OWNER, or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the ENGINEER, his agents, representatives, employees or subcontractor.

10.2 MINIMUM SCOPE OF INSURANCE:

A. General Liability:

Insurance shall be written on an "occurrence" basis. Claims-made coverage will be accepted only on an exception basis after the OWNER's approval. The same insurance company should write General Liability Coverage and OWNERs ENGINEERs Protective Insurance.

B. Commercial General Liability

Products and Completed Operations
Contractual
Personal Injury

Explosion, Collapse and Underground
Broad Form Property Damage

C. Professional Liability:

Insurance may be written on a "claims-made" basis, providing coverage for negligent acts, errors or omissions in the performance of professional services. Coverage shall be maintained for a discovery and reporting period of no less than five (5) years after completion of the professional services and Certificates of Insurance shall be submitted to the OWNER on a yearly basis during this time frame. Coverage shall be no less comprehensive than that which is carried by at least 25% of the registered engineers or engineering firms contracting in the State of Alabama. Such coverage shall be carried on a continuous basis including prior acts coverage to cover the subject PROJECT. The professional liability insurance shall contain contractual liability coverage.

D. Automobile Liability:

Business Automobile Liability providing coverage for all owned, hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms.

E. Workers' Compensation Insurance:

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations. "Waivers of Subrogation" in favor of the OWNER shall be endorsed to Workers' Compensation Insurance.

F. Employers Liability Insurance:

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

10.3 MINIMUM LIMITS OF INSURANCE:

A. General Liability:

Commercial General Liability on an "occurrence form" for bodily injury and property damage:

\$ 2,000,000 General Aggregate Limit
\$ 2,000,000 Products - Completed Operations Aggregate
\$ 1,000,000 Personal & Advertising Injury
\$ 1,000,000 Each Occurrence

B. Professional Liability:

Insurance may be made on a "claims-made" basis:

\$ 500,000 Per Claim - Land Surveyors
\$ 1,000,000 Per Claim - Other Professionals

C. Automobile Liability:

\$ 1,000,000 Combined Single Limit per accident for bodily injury and property damage.

D. Workers' Compensation:

As required by the State of Alabama Statute. The coverage should include waiver of subrogation.

E. Employers Liability:

\$ 1,000,000 Bodily Injury by Accident or Disease
\$ 1,000,000 Policy Limit by Disease

10.4 OTHER INSURANCE PROVISIONS:

The OWNER is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the OWNER's best interest. If the insurance requirements are not adjusted by the OWNER prior to the OWNER's release of specifications with regard to the PROJECT in question, then the minimum limits shall apply. The City of Huntsville/OWNER shall be named on the policies of general liability and automobile insurance and on the certificate of insurance as an Additional Insured. Additional Insured status on the Commercial General Liability policy shall be through ISO Additional Endorsement CG 20 10 11 85 or equivalent and coverage shall be afforded on a primary basis. Liability is not necessarily limited to the minimum amounts of insurance required herein, especially where other insurance coverage is available.

The policies are to contain, or be endorsed to contain, the following provisions:

A. All Coverage:

The ENGINEER is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, non-renewal or materially changed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the OWNER. Cancellation of coverage for non-payment of premium will require ten (10) days written notice to the OWNER.

10.5 ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers authorized by the State of Alabama with an A. M. Best rating of A-V or better.

10.6 VERIFICATION OF COVERAGE:

The OWNER shall be indicated as a Certificate Holder and the ENGINEER shall furnish the OWNER with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates signed using digital signatures will not be accepted unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is intended as their signature. All certificates are to be received and approved by the OWNER before work commences. The OWNER reserves the right to require complete, certified copies of all required insurance policies at any time.

10.7 CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE ENGINEER:

The ENGINEER shall furnish separate certificates and/or endorsements for each subcontractor and/or consultant showing insurance of the same type or types and to the extent of the coverage set forth in this Article 10.

10.8 HOLD HARMLESS AGREEMENT:

A. Professional Liability Exposures:

The ENGINEER, to the fullest extent permitted by law, shall indemnify and hold harmless the OWNER, its elected and appointed officials, employees, agents, and representatives against all claims, damages, losses, judgments and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the work, caused by any negligent act, error or omission of the ENGINEER or any of their consultants, or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described in this paragraph.

To the fullest extent permitted by law, the ENGINEER shall defend, protect, indemnify, and hold harmless the OWNER, its elected and appointed officials, officers, directors, employees, agents, and representatives from and against any and all liability, claims, demands, damages, loss, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) for infringement of patent rights, copyrights, or other intellectual property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by the OWNER in writing. If the ENGINEER has reason to believe the use of a required design, process or product is an infringement of a patent, the ENGINEER shall be responsible for such loss unless such information is promptly given to the OWNER

B. Other Than Professional Liability:

The ENGINEER agrees, to the fullest extent permitted by law, to defend, protect, indemnify and hold harmless the OWNER, its elected and appointed officials, officers, directors, employees, agents, and representatives from and against any and all liability, claims, demands, damages, loss, judgments, costs, fees, and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom actually or allegedly caused by the ENGINEER or the ENGINEER's consultants, subcontractors, or suppliers, including, without limitation, any breach of contract or any negligent acts, errors, or omissions in the performance of the professional services provided pursuant to or as a result of this Agreement. Neither, the OWNER nor the ENGINEER shall be obligated to indemnify the other party in any manner whatsoever for the other parties own negligence.

ARTICLE 11- MISCELLANEOUS PROVISIONS

11.1 GOVERNING LAW

This Agreement shall be governed by the law of the State of Alabama.

11.2 INTENT AND INTERPRETATION

11.2.1 The intent of this contract is to require complete, correct and timely execution of the work. Any work that may be required, implied or inferred by the contract documents, or any one or more of them, as necessary to produce the intended result shall be provided by the ENGINEER.

11.2.2 This contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one contract document shall be considered as required by the contract.

11.2.3 When a word, term or phrase is used in this contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the engineering industry; and third, if there is no generally accepted meaning in the engineering industry, according to its common and customary usage.

11.2.4 The words "include", "includes", or "including", as used in this contract, shall be deemed to be followed by the phrase, "without limitation".

11.2.5 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this contract.

11.2.6 Words or terms used as nouns in this contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

11.3 TIME IS OF THE ESSENCE

Time limitations contained herein, or provided for hereby, are of the essence of this Agreement. The ENGINEER understands and acknowledges that time is of the essence in completion of the PROJECT and that the OWNER will incur damages if the PROJECT is not completed on time.

11.4 SUCCESSORS AND ASSIGNS

The ENGINEER shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the OWNER. Subject to the provisions of the immediately preceding sentence, the OWNER and the ENGINEER, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be party hereof, nor shall it be construed as giving any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

11.5 NO THIRD-PARTY BENEFICIARIES

This Agreement shall inure solely to the benefit of the parties hereto and their successors and assigns. Nothing contained herein is intended to or shall create a contractual relationship with, or any rights in favor of, or any cause of action in favor of, any third party, against the OWNER or the ENGINEER.

11.6 INTELLECTUAL PROPERTY/ CONFIDENTIALITY

All information, documents, and electronic media, computer source code furnished by the OWNER to the ENGINEER belong to the OWNER, are considered proprietary and confidential, unless otherwise indicated by the OWNER, and are furnished solely for use on the OWNER's PROJECT. Such information, documents, and electronic media, computer source code shall be kept confidential by the ENGINEER, shall only be released as necessary to meet official regulatory requirements in connection with the PROJECT, and shall not be used by the ENGINEER on any other PROJECT or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than services rendered to the OWNER hereunder is specifically authorized in writing by the OWNER in advance. This Section 11.6 shall survive the expiration of this Agreement.

11.7 SUBCONTRACT REQUIREMENTS

The ENGINEER shall include the terms and conditions of this Agreement in every subcontract or agreement with a consultant for this PROJECT so that these terms and conditions shall be binding upon each subcontractor or consultant. The subcontractor(s)/consultant(s) will maintain all licenses and certifications to practice its profession or trade by all public entities having jurisdiction over the PROJECT. The subcontractor(s)/consultant(s) further represent to the OWNER that the subcontractor(s)/consultant(s) will maintain all necessary licenses, certifications, permits or other authorizations necessary for the PROJECT until the remaining duties hereunder have been satisfied.

11.8 NOTICES

Unless otherwise provided, all notices shall be in writing and considered duly given if the original is hand delivered, or is sent by U.S. Mail, postage prepaid to City of Huntsville Engineering, P. O. Box 308 (35804), 305 Fountain Circle (35801), Huntsville, AL. All notices shall be given to the addresses set forth above. Notices, hand delivered shall be deemed given the next business day following the date of delivery. Notices given by U.S. Mail shall be deemed given as of the second business day following the date of posting.

11.9 FEDERAL IMMIGRATION LAW

By signing this Agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

11.10 STRICT COMPLIANCE

No failure of the OWNER to insist upon strict compliance by the ENGINEER with any provision of this Contract for Professional Services shall operate to release, waive, discharge, modify, change or affect any of the ENGINEER's obligations.

11.11 WAIVER

No provision of this Agreement may be waived except by written agreement of the parties. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion, unless specifically stated in writing. A waiver of any provision shall not affect or alter the remaining provisions of this Agreement.

11.12 SEVERABILITY

If any provision of this Agreement, or the application thereof, is determined to be invalid or unenforceable, the remainder of that provision and all other provisions of this Agreement shall remain valid and enforceable.

11.13 ETHICS

The ENGINEER shall not offer or accept any bribes or kickbacks from or to any manufacturer, consultant, trade contractor, subcontractor, supplier or any other individual or entity in connection with the PROJECT. The ENGINEER shall not confer on any governmental, public or quasi-public official having any authority or influence over the PROJECT any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised. The ENGINEER shall not, without the express written permission of the OWNER, engage or recommend to the OWNER engagement of any consultant, trade contractor, subcontractor, or supplier to provide services on behalf of the ENGINEER, OWNER or PROJECT in which the ENGINEER has a direct or indirect proprietary or other pecuniary interest; or call for the use of or by exclusion require or recommend the use of products, materials, equipment, systems, processes or procedures in which the ENGINEER or in which any consultant, trade contractor, subcontractor, or supplier of the ENGINEER has a direct or indirect proprietary or other pecuniary interest. Without prior notification and written approval of the OWNER, the ENGINEER and the ENGINEER'S sub-consultants shall not offer services to the OWNER'S contractor.

11.14 ENTIRE AGREEMENT

This Agreement represents the entire agreement between the OWNER and the ENGINEER and supersedes all prior communications, negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both OWNER and ENGINEER.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ENGINEER:
CROY ENGINEERING, L.L.C.

OWNER:
CITY OF HUNTSVILLE

BY: _____
Houston Matthews

BY: _____
Tommy Battle

TITLE: _____
Regional Manager

TITLE: _____
Mayor

ATTEST: _____

ATTEST: _____

Given under my hand this _____ day

Given under my hand this _____ day

Of _____, 2025.

Of _____, 2025.

Notary Public

Notary Public

My commission expires _____

My commission expires _____

ATTACHMENT 1-SCOPE OF SERVICES

(Refer to letter dated May 13, 2025, from Houston Matthews to Kathy Martin and attachments).



May 13, 2025

Ms. Kathy Martin, P.E.
City of Huntsville Engineering Department
305 Fountain Circle, 4th Floor
Huntsville, AL 35801

Re: Proposal for Professional Engineering Services
Parking Lot at Southwest Corner of Holmes Avenue and Monroe Street

Dear Ms. Martin:

Croy Engineering would like to thank you for the opportunity to provide this proposal for professional services on the above-referenced project. We propose to provide the following:

1. Design Phase Services
2. Bid Phase Services

A more detailed project-specific Scope of Services and our fees are attached and identified as Exhibit "A". If the proposal is acceptable, provide appropriate authorization to proceed and an executed professional services agreement for our signature.

Again, we thank you for the opportunity to work with you on this project. If you have any questions or if you need any additional information, please contact us.

Sincerely,
Croy Engineering

Houston Matthews, P.E.
Regional Manager

Attachments

- Exhibit "A" Scope of Services

Cc: File



Exhibit "A"

Parking Lot at Southwest Corner of Holmes Avenue and Monroe Street

Proposed Scope of Services

Croy Engineering, LLC proposed scope of services is presented in the following elements:

- I. Project Description
- II. Scope of Services
- III. Assumptions
- IV. Additional Services
- V. Time of Performance
- VI. Owner's Responsibilities
- VII. Deliverables
- VIII. Compensation
- IX. Standard Rate Table

I. PROJECT DESCRIPTION

Croy has prepared construction plans for the site development and public infrastructure improvements for the project known as Front Row in downtown Huntsville. The Client desires to construct a surface parking whose Schematic Design layout is provided below.





II. SCOPE OF SERVICES

Design Phase Services

Schematic Design Phase

Based on the Schematic Design layout previously completed by Croy and indicted above, Croy will prepare a Schematic Design plan and coordinate its review with the Client.

Design Development Phase

Based on the accepted Schematic Design drawing provided by the Client, the Design Development (DD) Phase will represent roughly 60% project completion. Significant revisions to the Scope of the project during Design Development may result in additional services for the Final Design Phase.

1. Cover Sheet: Includes sheet index and identifies the name, location, and Client of the Site and/or project. Appropriate permitting information may be also required on the cover sheet.
2. Existing Conditions: Based on the survey information available, we will prepare an existing conditions plan.
3. Site Plan: Develop a defined Site Plan based on the Client's furnished preliminary architectural designs. Additionally, a preliminary Site Plan will be created based upon the Client's requirements and our understanding of the proposed project.
4. Grading and Earthwork: We will prepare grading plan(s) based on the existing conditions plan, design development site plan, and geotechnical engineer's reports (if available). We will begin preliminary earthwork calculations that will be computed based on the existing and proposed contours as shown in our AutoCAD design files. Earthwork volumes generated by this method will be used as a part of our design to balance the cut and fill when possible. Croy Engineering makes no warranty that all project sites will have a balanced earthwork volume. We will not make adjustments for topsoil, shrinkage, and rock.
5. Storm Drainage System Design: We will begin design of the storm drainage system based on preliminary grading.
6. Stormwater Management Design: Design of stormwater control or quality management structures are not included in the Scope of Services.
7. Construction Details: We will include permanent, typical civil construction details and local permitting agency details.
8. Lighting Plan: We will include preliminary lighting plan sheets.
9. Preliminary Cost Estimate: We will provide a preliminary opinion of probable construction cost.
10. Meetings and Coordination: We will coordinate with the Owner and design team applicable design requirements, permitting, and schedule. Project coordination includes electronic transfer of information, including drawings and other pertinent or requested information, to design and construction team members.



Final Construction Documents Phase

The Final Construction Documents Phase represents 100% project completion and preparation for submittal to permitting agency.

1. **Site Demolition Plan:** We will prepare a basic site demolition plan. This plan is provided to indicate the general intent of the required demolition. Additional demolition and coordination may be required by the Client and/or Contractor.
2. **Site Plan(s):** Includes the proposed layout of the project with the appropriate dimensions and coordinates for proper construction of the project. Appropriate dimensions and coordinates will be indicated on the plan for the proper layout and construction of project.
3. **Grading Plan(s):** Includes existing and proposed grade elevations and spot elevations where appropriate for construction. Earthwork calculations will be computed based on the existing and proposed contours as shown in our AutoCAD design files. Earthwork volumes generated by this method will be used as a part of our design to approximate a balanced cut and fill site design when possible. Croy Engineering makes no warranty that all project sites will have a balanced earthwork volume. We will not make adjustments for topsoil, shrinkage, and rock.
4. **Storm Drainage System Design:** The storm drainage system will be designed for the storm frequency required by the local permitting and other pertinent design parameters in accordance with applicable codes and ordinances. The storm drainage design, computations, and other computer program output may be included on the plans as a Pipe Chart.
5. **Storm Drainage Profiles:** We will provide design profiles for the proposed storm drain pipes. The profiles will include hydraulic grade lines per the storm drainage design as required by the local agency, as well as utility crossings. A pipe chart will be shown on the profile sheet indicating storm flows and hydraulic grade line elevations.
6. **Stormwater Management Design and Plans:** Not included.
7. **Lighting Plan:** We will include the subconsultant's lighting plan sheets.
8. **Landscape Plan:** We will prepare a landscape and irrigation plan.
9. **Civil Construction Details:** Final typical civil construction details and local permitting agency details.
10. **Meetings and Coordination:** We will coordinate with the Client and design team regarding design requirements, permitting, and schedule. Project coordination includes electronic transfer of information, including drawings and other pertinent or requested information, to design and construction team members.
11. **Erosion and Sediment Control Plan:** We will provide the Erosion, Sedimentation and Pollution Control Design and Plans in accordance with State of Alabama requirements for Best Management Practices (BMP) and the NPDES General Permit.
12. **NPDES Permit Services:** Croy will prepare a Notice of Intent, perform permit-required inspections, provide inspection documentation, and prepare a Notice of Termination for a NPDES Construction Stormwater permit for the proposed



construction. Permit services are limited to a single permit/permittee and costs based on a 12-month construction duration with no more than two site inspections per month.

13. Final Cost Estimate: We will provide a final opinion of probable construction cost.

Bid Phase Services

1. Pre-Bid Meeting: We will attend a pre-bid meeting for the proposed project.
2. Bid Questions: At the Client's request, we will respond to questions from bidders.
3. Bid Evaluation: At the Client's request, we will assist the Owner with the evaluation of the bidders.

Subconsultant Services

Lighting Plan

1. We will engage the subconsultant listed below to provide design services and documents for the project as specified in the subconsultant's proposal attached.
 - a. SSOE Group, Huntsville, AL.

Geotechnical Engineering Study

1. We will engage the subconsultant listed below to provide a geotechnical study for the project as specified in the subconsultant's proposal attached.
 - a. Building and Earth, Huntsville, AL.

III. ASSUMPTIONS

The following is a list of assumptions related to the noted proposal:

- Client will appoint a single point of contact for coordination purposes.
- Available surveying files are sufficient to support project design efforts and requirements.
- No utilities require relocation or off-site design.
- Client coordinating NPDES permit application and compliance.
- A single construction plan set will be developed.

IV. ADDITIONAL SERVICES

Services that are not included but may be provided by Croy as an additional service include:

- Surveying services
- Design of site retaining walls
- Traffic study and traffic signal design
- Conducting fire flow tests
- Offsite infrastructure improvement designs and permitting
- Preparation of renderings for public presentation
- Preparation of Contract Documents suitable for the client to obtain contractor's bid prices for construction of the initial site preparation.
- Bidding and award services
- Construction administration services
- Field construction stake-out surveying



- Preliminary and final plat preparation
- As-built surveying or other additional services provided as requested at an hourly rate.
- Environmental services
- Value engineering design services
- Assistance with bid protests and rebidding
- Preparation of additional construction documents or plan sets related to construction phasing or other division of the proposed construction.

V. TIME OF PERFORMANCE

Subject to your authorization, we are available to begin services immediately. Client initiated revisions to the project layout or program after our services commence may require an adjustment in fee and schedule.

VI. OWNER'S RESPONSIBILITIES

The Client is responsible for:

- Review documents and respond to questions in a timely manner.
- Appoint a single point of contact for project coordination purposes.
- Provide project requirements and system data as required. Changes after Croy commences services may require a change in fee and additional time to complete.

VII. DELIVERABLES

We will provide the following:

- Construction Plans
- CAD files
- Geotechnical Engineering Study
- Opinion of Probable Construction Cost

VIII. COMPENSATION

Our fee schedule for the project is shown below.

Description	Fee Type	Fee
Schematic Design	Lump Sum	\$4,070
Design Development (60%)	Lump Sum	\$26,960
Final Construction Documents (100%)	Lump Sum	\$26,040
Landscape and Irrigation Plans	Lump Sum	\$26,700
Lighting Plans	Lump Sum	\$21,780
Geotechnical Engineering Study	Lump Sum	\$8,778
NPDES Permit Services	Time and Materials	\$3,880
Bid Phase Services	Time and Materials	\$3,120
TOTAL FEE		\$121,328



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

August 8, 2024



603 Madison Street
Huntsville, AL 35801

Attention: Mr. Houston Matthews, P.E.
Regional Manager

Subject: Proposal for Subsurface Exploration and Geotechnical Evaluation
Front Row Parking Lot
Huntsville, Alabama
Building & Earth Proposal No: HV26171R1

Dear Mr. Matthews:

Building & Earth Sciences, Inc. is pleased to submit this revised proposal to provide subsurface exploration and geotechnical consultation services for the proposed Front Row Parking Lot on the south side of Holmes Avenue in downtown Huntsville, Alabama. This proposal documents our understanding of the proposed construction, outlines our approach to the work, and presents a budget for our services.

PROJECT INFORMATION

A parking layout was provided to us on June 25, 2024, via e-mail conversations from Mr. Houston Matthews of Croy Engineering and shows a subject area containing approximately 5.5 acres of asphalt parking for the proposed Front Row development. As such, we expect typical passenger car traffic for the dedicated parking areas while a Holmes Avenue ingress/egress route will likely see heavier traffic such as garbage trucks, delivery vehicles, etc.

GEOTECHNICAL SCOPE OF SERVICES

The purpose of the geotechnical exploration will be to determine general subsurface conditions at the site and to gather data on which to base a geotechnical evaluation with respect to the proposed construction. The information gathered from the proposed exploration will be evaluated to determine suitable pavement sections, recommendations

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

for light pole foundation systems, and to help determine if any special procedures will be required during the site preparation phase of the project. The work will include soil test borings, laboratory analysis, and an evaluation appropriate to address the geotechnical aspects of the proposed construction.

Coordination & Field Exploration

- **Coordination and Scheduling:** We plan to use subcontracted drillers to drill this site and will coordinate our work with you.
- **Utility Clearances:** We will call Alabama 811 for utility clearances. We also request that any known private utilities are marked prior to our fieldwork.
- **Drilling and Sampling:** We propose to perform a total of 12 soil test borings across the site. Ten borings will be drilled to a depth of 10 feet or auger refusal, whichever occurs first. Additionally, two borings will be drilled to 20 feet or refusal. Standard penetration testing (SPT) in accordance with ASTM D1586 will be performed at 2-½ foot intervals in the upper 10 feet and every 5 feet thereafter. If we encounter soils interpreted to be fill, SPT sampling will be performed continuously throughout the interpreted fill depth. We will also collect bulk grab samples of the auger cuttings. Borings will be located in the field using a hand-held GPS. The proposed boring plan is presented below.

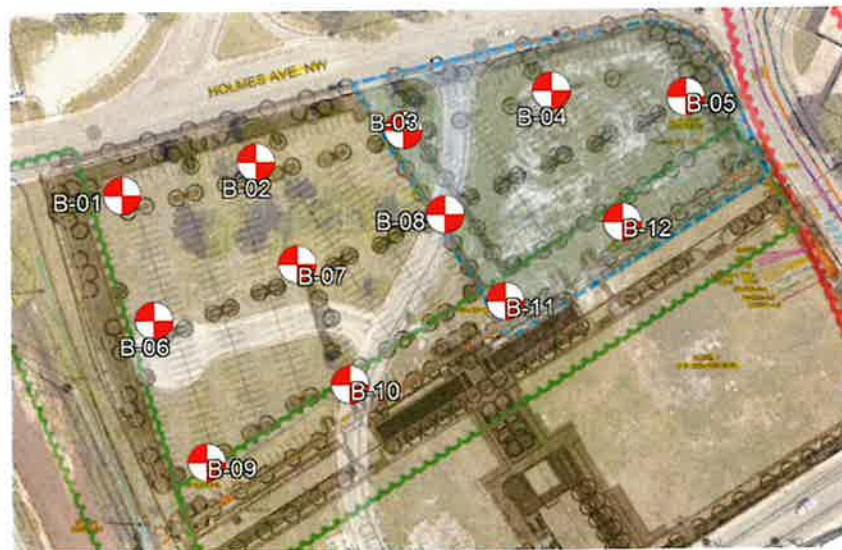


Figure 1. Proposed Boring Plan

- **Groundwater:** After drilling the hollow stem auger borings, we will measure the groundwater level at the end of the day. Once groundwater readings are recorded, borings will be backfilled with auger cuttings.

Laboratory Testing

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

Test	ASTM	No. of Tests
Natural Moisture Content	D2216	64
Atterberg Limits	D4318	3
Material Finer Than No. 200 Sieve by Washing	D1140	3
Laboratory California Bearing Ratio	D1883	1

Table 1: Scope of Laboratory Tests

Engineering Analysis and Reporting

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

- Site geology and potential impact on the site development.
- Summary of existing surface conditions.
- A description of the subsurface conditions encountered at the soil test boring locations including a description of the groundwater conditions observed in the boreholes during drilling.
- Presentation of laboratory test results.
- Site preparation considerations including material types to be expected at the site and treatment of unsuitable soils, if encountered.
- Compaction requirements and recommended criteria to establish suitable material for structural backfill.
- Recommendations for appropriate pavement buildups, based on anticipated traffic loading and laboratory test results.
- Recommendations for light pole foundations, including foundation type, bearing capacities, and L-Pile parameters to be used for lateral load analysis.

Proposal for Subsurface Exploration and Geotechnical Evaluation
 Front Row Parking Lot, Huntsville, Alabama
 Proposal No: HV26171R1, August 8, 2024

FEE AGREEMENT

Base Services Fee:

Task	Fee
Coordination and Field Exploration	\$4,670
Laboratory Testing	\$2,010
Engineering Analysis and Reporting	\$1,300
LUMP SUM FEE	\$7,980

The cost of our services will be based on the amount of work necessary to evaluate the geotechnical conditions for planning and design purposes. If conditions are encountered that require additional analysis, we will discuss a modified work scope with your office. We will not exceed the estimated budget without prior authorization.

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

EXCLUDED SERVICES

The following services are specifically excluded from our scope of services:

- Surveying boring locations
- Environmental sampling and testing
- Construction testing services

SITE ACCESS AND UTILITIES

Based on our review of the site, the proposed boring locations will be accessible to our drilling equipment. Regrading and revegetation of areas disturbed by our drilling equipment is not included. Borings will be backfilled with auger cuttings upon completion of the fieldwork.

We will contact Alabama 811 for utility clearances. Additionally, we request that the property owner identify any buried utilities at the site. Building & Earth Sciences, Inc. will not be held responsible for damage to any unmarked utility lines or lines marked erroneously by others.

Proposal for Subsurface Exploration and Geotechnical Evaluation
 Front Row Parking Lot, Huntsville, Alabama
 Proposal No: HV26171R1, August 8, 2024

AUTHORIZATION AND SCHEDULE

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

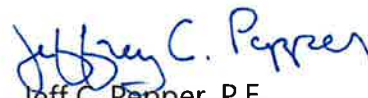
We anticipate that the field exploration can be started within 5 business days of receiving authorization to proceed. We anticipate the field work will take approximately 2 days to complete. After completion of the field work, the laboratory testing will take approximately 5 to 8 business days to complete. A final report will be provided within 5 business days. We will discuss the site conditions with you during the course of the work and can provide preliminary recommendations as the work proceeds. Weather may extend the time required for the field exploration (and overall schedule) if rainy days occur prior to or after commencement of the exploration.

CLOSING

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

Respectfully submitted,
BUILDING & EARTH SCIENCES, INC.


 Wes McKay, E.I.
 Staff Professional


 Jeff C. Pepper, P.E.
 Chief Engineer/Principal

Attachments: Project Information Sheet
 General Terms and Conditions

SSOE Group
200 Clinton Ave. W
Ste. 700
Huntsville, AL 35801
256.534.2353 T
256.534.7080 F

www.ssoe.com

May 12, 2025

Mr. Houston Matthews, P.E.
CROY
603 Madison Street
Huntsville, Alabama 35801

RE: Front Row Development
Parking Lot electrical & lighting
design engineering services

SSOE Proposal No. P24-02171-00REV2

Dear Houston,

We appreciate the opportunity to provide electrical and lighting design engineering services for you on the above referenced project.

Our understanding of the general scope of work: Provide lighting and power design services for parking area bounded by Monroe St. (East), Pinhook St. (West), Holmes Ave. (North), and Front Row Avenue (South) representing approx. 703 parking spaces – See ATTACHEMENT A (REV2)

This proposal is based on preliminary information provided via emails on June 27th, August 7th, 2024, as well as updates received May 8, 2025. These Emails includes the plan drawing from Huntsville Utilities "Electric Primary Install Timing AC drawing.pdf" (Order #: 30009121).

Please review and signify your acknowledgement by signing on the line provided below and returning a copy to our office. If you have any questions, or if you would like additional information, please contact us at 256-534-2353, or via e-mail at ayork@ssoe.com

We appreciate the opportunity to work with you and look forward to the successful completion of the project.

Sincerely,


Andrew York, PE, CDT, LEED AP
Department Manager

Attachments: ATTACHMENT A REV2 – Area of work
US Corporate Hourly Rates
SSOE General Conditions

Front Row Development
 Electrical and Lighting Design Engineering Services
 SSOE Proposal No. P24-02171-00REV2
 May 12, 2025
 Page 2 of 4

Our proposal consists of the following:

BASIS of WORK:

1. Sheet Attachment A indicating "Area in Scope" (area in blue and salmon)
2. Zoning ordinances for The City of Huntsville, Alabama
 - a. (Ordinance No. 99-1020) – Lighting Ordinance
 - b. (Ordinance No. 24-287) – EV Capable parking
3. Production of visual image(s) representation for scheduled luminaire types
4. Lighting controls and foundation details
5. Plan sheets including diagrammatic wiring routes
6. Plan sheets including one (1) Utility service location (provided by HU)
7. Plan sheets indicating panel directory and distribution
8. Rough-in for Fourteen (14) EV capable parking spaces

Items **excluded** from scope of work:

- Digital base site plans and existing utility locations (provided by others)
- Utility relocation designs and demolition plans
- Construction Engineering and Inspections (Construction Administration)
- Multiple bid packages (*it is assumed all parking work to be bid as one single package*)
- Detailed project specifications
- Review of contractor costs
- Review of equipment shop drawings
- Site Observation during construction
- Functional and performance observations post construction
- Coordination with Alabama Department of Transportation (ALDOT), Alabama Department of Environmental Management (ADEM), US Army Corps of Engineers (USACE), or Federal Emergency Management Agency (FEMA)
- Parallel parking spaces along Holmes Avenue, Monroe Street, Front Row Blvd. and Pinhook Street.
- Additional electrical services beyond single meter for Parking Area Lighting and provisions for (Future EV)

FEE:

We propose to furnish engineering services for a lump sum of Nineteen Thousand Eight Hundred Dollars (\$19,800). Rates do not change if work must be performed on a holiday or during overtime hours. Invoices will be sent monthly and payment is due thirty (30) days after receipt of invoice.

Contract Adopted by Reference

- A. None, other than SSOE General Terms and Conditions (Attached)
- B. Requirements of the contract between CROY, the Owner, the City of Huntsville, and any other consultants do not apply unless specifically referenced in this proposal.

Clarifications

- A. This proposal is valid for a period of Thirty (30) days.

Front Row Development
 Electrical and Lighting Design Engineering Services
 SSOE Proposal No. P24-02171-00REV2
 May 12, 2025
 Page 3 of 4

- B. This proposal assumes that an accurate Survey of the site will be provided to SSOE prior to the start of design work. A complete Civil / Site plan of the existing project site is to be provided that identifies all above / below grade utilities (Storm Water, Sewer, Domestic Water, Power, Tele / Data, Gas, Sewer Invert Elevations, Topography, Property Line, Hydrants, etc.) that travels in, over, or through the project boundary. Identification and relocation of utilities passing through the project site but not a part of the existing Scope of Work is the responsibility of others.
- C. Drawings / models from other design disciplines will be furnished in electronic format (AutoCAD DWG or RVT) for our use on the project. Up to two (2) base plan updates are anticipated. Additional base plan updates may be considered an additional service that has not been included in the fee estimate noted above.
- D. Drawings and documents furnished for each deliverable will be transmitted in electronic digital file format ready for reproduction (Adobe Acrobat pdf).
- E. Alternates are not included in this Scope of Work and will be negotiated as additional services.
- F. Site visits beyond initial site survey will be considered an additional service beyond what has not been included in the fee noted above.
- G. All submittal review documents and drawings shall be furnished in electronic / digital format for digital review / approval. These document reviews will be considered additional services.
- H. If the services covered by this Agreement have not been completed within Twenty-four (24) months of the date of this Agreement, through no fault of SSOE, extension of SSOE's services beyond that time shall be compensated as Additional Services

Additional Services

- A. Additional services will be furnished on an hourly basis plus expenses per your request. Please see the attached U.S. Corporate Rate Sheet.
- B. These services include but are not limited to:
 - 1. Redesign due to change in Owner's criteria, change in code, "value engineering", or changes by other disciplines or consultants after completion of Construction Documents.
 - 2. Commissioning services: pre-construction, post-construction, during construction, or at year-end.
 - 3. Preparation of record documents or digital as-built drawings.
 - 4. Year-end inspections, warranty period observation, and corrections for warranted work.
 - 5. Procurement of equipment, equipment start-up, testing observations, and reporting.
 - 6. Preparation of additive or deductive design alternates.
 - 7. Review of multiple Submittal packages for processing including "value engineering" submittal review documents and drawings.

Front Row Development
 Electrical and Lighting Design Engineering Services
 SSOE Proposal No. P24-02171-00REV2
 May 12, 2025
 Page 4 of 4

8. Incorporating (revising) accepted "value engineering" information into contract documents.
9. Correction of contract documents for record "As-Built" drawings.
10. Phased contract documents (multiple-bid packages).
11. Review of pay requests.

Scope Change Procedure

- A. If during the project a change in scope or services should occur, SSOE will advise CROY of the cost and schedule impact prior to proceeding with that portion of the work. After written approval from CROY, the increase or decrease will be reflected in the total project cost.

Acceptance

- A. Please review and signify your acknowledgement by signing on the line provided below and returning a copy to our office. We will proceed with the work noted above once we have received your authorization in writing.

Should you have any questions, we will be glad to discuss further. We look forward to working on this project. Please feel free to contact us at 256-534-2353 or by way of email at ayork@ssoe.com.

Sincerely,



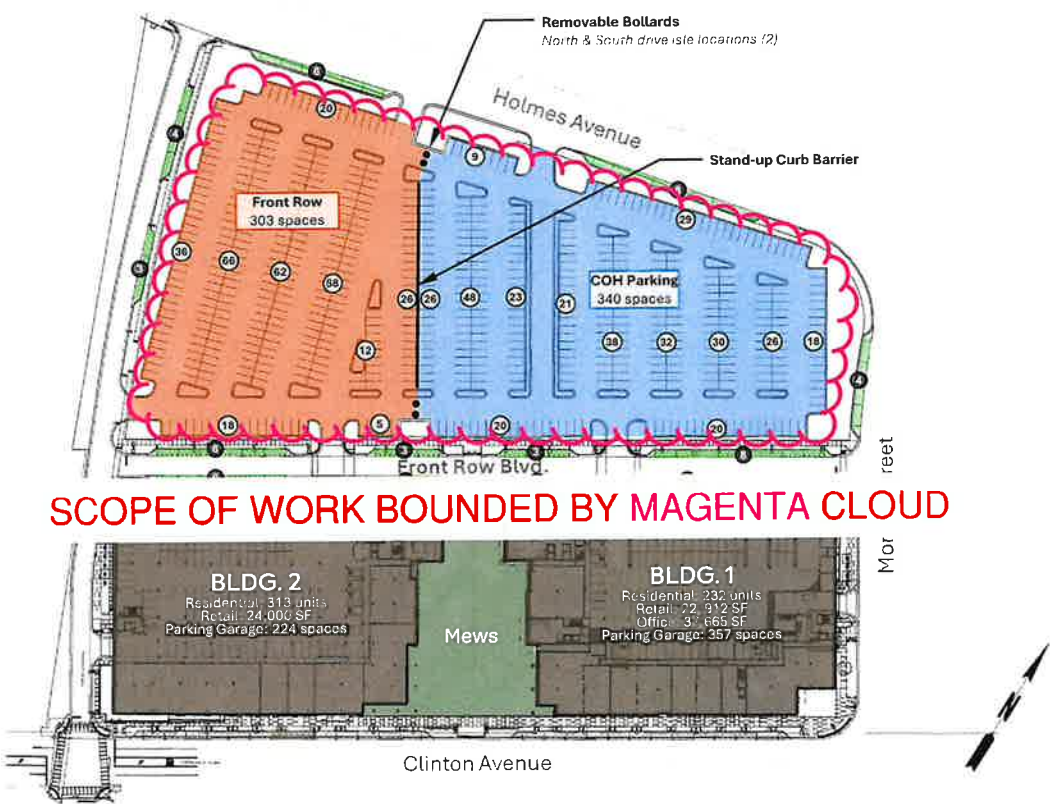
D. Andrew York, PE, CDT, LEED AP
 Department Manager

FEE ACCEPTED: _____ DATE: _____

ATTACHMENT A - REV2

Proposed Parking Lease Allocation
Option #2 - Revised

Submitted by COH (02.22.25)



Front Row Surface Parking Counts	
City of Huntsville Lot	340 (53%)
Front Row Lot	303 (47%)
On-Street (COH)	60
Total Surface Parking:	
703	

2025 Corporate Rate Schedule

- SSOE Group | U.S. Rates Only -

JOB CLASSIFICATION / CATEGORY	HOURLY BILLING RATE
Principal Operations Manager	\$ 300.00
Program Manager Division Manager Practice Group Lead Business Leader Project Director	\$ 265.00
Senior Project Manager Master Engineer Master Architect Department Manager	\$ 230.00
Engineer 6 Architect 6 Section Manager	\$ 215.00
Engineer 5 Tool Install Design Lead 5 Senior C&Q Agent Senior Healthcare Planner	\$ 205.00
Project Manager Architect 5 Tool Install Design Lead 4 VDC Technical Leader Safety Manager Process/Packaging Specialist	\$ 195.00
Engineer 4 Architect 4 Designer 6 Tool Install Design Lead 3	\$ 175.00
Designer 5 Project Controls 3 Tool Install Design Lead 2 Project VDC/BIM Specialist	\$165.00
Engineer 3 Architect 3 BIM/CAD Technical Specialist C&Q Agent Senior Interior Designer	\$ 150.00
Designer 4 Tool Install Design Lead 1 Project VDC/BIM Coordinator	\$ 140.00
Engineer 2 Assistant Project Manager Project Controls 2	\$ 130.00
Designer 3 Architect 2 BIM/CAD Technical Coordinator Senior Administrative Support Healthcare Planner	\$ 120.00
Engineer 1 Architect 1	\$ 115.00
Designer 2 Project Controls 1 Interior Designer	\$ 105.00
Designer 1 Project Manager Assistant	\$ 95.00
Administrative Support Engineering Intern Architectural Intern	\$ 80.00

The above hourly billing rates are complete except for the following:

- Specialized or unique expertise beyond traditional services will be quoted relative to the project scope.
- Check-out and start-up services rates are 1.15 times the above hourly rates.
- Travel expenses, including meals, transportation, and lodging, will be invoiced at cost. Mileage is invoiced at the standard federal allowable rate per mile.
- When applicable, per diem allowances will be quoted on a per project basis.
- Miscellaneous related project and site expenses (telephones, computers, software, shipping, low-volume printing and photo copies, safety consumables, etc.) will be invoiced all-inclusive of \$4.00 per labor hour; or at cost, plus ten percent (10%).
- Purchased goods and services will be invoiced at cost plus ten percent (10%).

The above hourly billing rates are valid for services provided through September 30, 2025.

NOTE: Information regarding rates and billing procedures is CONFIDENTIAL. Please contact SSOE's Accounting Department with questions or comments.

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): Croy Engineering, LLC
- City of Huntsville current taxpayer identification number (if available): 37527
(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
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input checked="" type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State: <u>0527087, Georgia</u>
<input type="checkbox"/> LLC (Multi-Member)	Number & State:
<input type="checkbox"/> Corporation	Number & State:
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

C. Entity I.D. Numbers. If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: www.sos.state.al.us/, under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

D. Formation Documents. Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, are not required unless: (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.

Signature: [Signature] Title (if applicable): managing partner
Type or legibly write name: James M. Croy Sr. Date: 1.12.12

ATTACHMENT 3
CITY OF HUNTSVILLE STANDARDS AND DESIGN GUIDES

1. City of Huntsville Standard Specifications for Construction of Public Improvements. Contract Projects, 1991.
2. City of Huntsville Engineering Standards, 1991.
3. City of Huntsville Design and Acceptance Manual for Force Mains and Pump Stations, 2011.
4. City of Huntsville Design and Acceptance Manual for Sanitary Sewers, 2011.
5. Alabama Department of Transportation Standard Specifications for Highway Construction, Current Edition.
6. City of Huntsville Subdivision Regulations, 1991.

ATTACHMENT 4 **DESIGN REVIEWS**

0% COMPLETE – PRE-DESIGN CONFERENCE

The ENGINEER shall meet with the OWNER at a 0% complete - Pre-Design Conference. The OWNER's representative (Project Engineer) will be introduced.

CONFERENCE FORMAT

The pre-design meeting will be initiated by the OWNER. The purpose of the conference will be to give the ENGINEER an opportunity to discuss the design of the PROJECT, to visit the PROJECT site, to receive copies of OWNER -furnished documents, if applicable, and to meet the OWNER'S Project Engineer and other personnel working on the PROJECT.

ATTENDEES: (Required)

- ENGINEER
- ALDOT (as appropriate for the type of project)
- Real Estate
- Landscape Management
- Utilities
- Traffic Engineering
- Planning

DISCUSSION TOPICS :

- Authority of OWNERS representative (Written submittal made to the ENGINEER)
- Tree Ordinance
- Scope of Work
- Time Requirements
- Budget Restraints
- Testing Requirements
- Permit Responsibilities
- Design criteria
- LC&E requirements
- Plan Requirements
- Special Conditions
- Utility Project Notification and a list of all utilities that need to be contacted.

REQUIRED SUBMITTALS TO THE PROJECT ENGINEER

1. A Certificate of Insurance for the ENGINEER and the ENGINEER's sub-consultants shall be submitted to the OWNER's PROJECT ENGINEER per Section 10.6.
2. Prior to the Pre-Design Conference, a completed **draft** design criteria document shall be prepared to the best of the ENGINEER'S ability and in conformance with his fee proposal and will serve as the basis of a discussion topic during the Pre-Design Conference. A **final** version of the design criteria based upon discussion during the meeting shall be prepared by the ENGINEER and distributed with the meeting minutes. A copy of a design criteria format may be found on the City of Huntsville web site at <http://www.huntsvilleal.gov/engineering/index.php>.
3. Within seven (7) calendar days of the 0% Complete - Pre-Design Conference, the ENGINEER shall submit to the OWNER's Project Engineer two color copies and an electronic copy of a schedule in Microsoft Projects format showing the critical path and indicating the time frame for the required milestone events and submittals outlined in this document. The schedule shall support a PROJECT completion date in accordance with the Period of Services in Article 6. When approved, a baseline of the schedule shall be saved from which variances in the schedule can be measured and evaluated.

ATTACHMENT 4 **DESIGN REVIEWS**

30% COMPLETE – CONCEPTUAL DESIGN

This design review is to show the OWNER how the functional and technical requirements will be met, to indicate the ENGINEER's approach to the solution of technical problems, to show compliance with design criteria or to justify noncompliance and to provide an estimate of probable cost. A field review shall be conducted at this juncture with the OWNER's staff and the ENGINEER to review the proposed field alignment of the PROJECT.

CONFERENCE FORMAT

ATTENDEES: (Required)

- Real Estate
- Landscape Management
- Utilities
- Traffic Engineering
- Planning
- City of Huntsville Construction Project Manager
- City of Huntsville Inspector
- City of Huntsville Environmental Representative

DISCUSSION TOPICS:

- ENGINEER presents recommended design/solutions along with other options and alternatives considered.
- ENGINEER presents updates on progress of permitting requirements
- ENGINEER presents progress on coordination with other project participants such as the State of Alabama, sub consultants, etc.
- ENGINEER presents budgetary constraints

REQUIRED SUBMITTALS TO THE PROJECT ENGINEER

1. A preliminary list of all permits to be obtained with associated fees.
2. An updated schedule in Microsoft Projects format showing the critical path shall be submitted.
3. Two color copies and an electronic copy of an updated schedule in Microsoft Projects format showing the critical path shall be submitted.
4. One (1) complete set of all approved permits including Location, Character, and Extent.

ATTACHMENT 4 **DESIGN REVIEWS**

60% COMPLETE – PRELIMINARY DESIGN CRITERIA

The review of the PROJECT at this point is primarily to insure that funding limitations are not being exceeded and to insure that the contract documents, design analysis and cost estimates are proceeding in a timely manner, and that the design criteria and previous review comments are being correctly interpreted. An additional review may be required by the OWNER to review changes proposed from previous submittals.

CONFERENCE FORMAT

ATTENDEES: (Required)

- Real Estate
- Landscape Management
- Utilities
- Traffic Engineering
- Planning
- City of Huntsville Construction Project Manager
- City of Huntsville Inspector
- City of Huntsville Environmental Representative

DISCUSSION TOPICS:

- Additional land acquisition needs, as required.
- Utility Project Notification and a list of all utilities that need to be contacted.
- Technical specifications for special construction items not covered under standard specifications or deviations from standard specifications.
- Update on progress of permitting requirements.
- Erosion control plan requirements, if required by the OWNER.
- Budget constraints.
- Progress on coordination with other project participants such as the City of Huntsville Real Estate Officer (Engineering Department), State of Alabama, sub consultants, etc.

REQUIRED SUBMITTALS TO THE PROJECT ENGINEER

1. One full size print copy and one 1/2 size print copy of all drawings that have incorporated previous comments shall be submitted. Plan/Profile drawings shall be 75% complete. Right-of way drawings shall be 100% complete at this submittal (reference Real Estate Division Plan Requirements Section entitled DRAWINGS, included at the end of this proposal)
2. An update to the schedule in Microsoft Projects format showing the critical path shall be submitted.
3. Unless determined to be inapplicable by the OWNER, Hydraulic reports 75% complete, shall be submitted.
4. Three (3) copies of preliminary plans for utilities shall be submitted.
5. Legal descriptions for takings shall be submitted. The information shall be 100% complete. (reference Real Estate Division Plan Requirements Section entitled DESCRIPTIONS, included at the end of this proposal)
6. Traffic Control Plan, if required. Plan shall be 60% complete at this submittal.
7. Detailed preliminary construction cost estimate shall be submitted.
8. Results of geotechnical investigations shall be submitted.
9. A list of comments made at the 30% review and a summary of each resolution.
10. Two color copies and an electronic copy of an update to the schedule in Microsoft Projects format showing the critical path shall be submitted.

ATTACHMENT 4 **DESIGN REVIEWS**

90% COMPLETE – FINAL REVIEW

The review of this submittal is to ensure that the design is in accordance with directions provided the ENGINEER during the design process.

CONFERENCE FORMAT

DISCUSSION TOPICS

Discussion topics will be handled open forum.

REQUIRED SUBMITTALS TO THE PROJECT ENGINEER

1. One full size print copy and one ½ size print copy of all drawings that have incorporated previous comments shall be submitted. Submittals include Plan/Profile drawings, Construction Details, Detailed cross-sections with cut and fill quantities and storm and sanitary sewer crossings, Erosion control plan, if required, Technical specifications, Right-of way drawings, Traffic Control Plan, Plans for Utilities, Signed Acceptance of Utility Project Notification Form by all affected parties, Design Calculations, and a final cost estimate. All submittals shall be 100% complete.
2. Any changes to Land Acquisition needs shall be identified and Legal descriptions for the changes shall be submitted.
3. A list of comments made at the 60% review and a summary of each resolution.
4. Calculations showing how quantities were determined for each bid item and how the item is to be measured in the field and paid. Three bound copies of corrected quantity calculations to match bid quantities. The following shall be required for each item:
 - Item Number
 - Item Description with standard specification used
 - Detailed calculation to include all measurements, conversion factors, and "standard" weights used
 - Final "calculated" amount and any "increased" amounts
 - Notes to include any deviation from referenced standard specifications

ATTACHMENT 4
DESIGN REVIEWS

100% COMPLETE – READY TO ADVERTISE

After the 90% review, the ENGINEER shall revise the construction documents by incorporating any comments generated during the previous design reviews. The ENGINEER shall prepare final hard copy contract specifications, prepare a bid form, and update the cost estimate as necessary.



IX. STANDARD RATE TABLE

Billing Title	Billing Rate	Billing Title	Billing Rate
1 Man SUE	\$180.00	Field Representative 5	\$130.00
1 Man Survey Crew	\$150.00	Field Representative 6	\$145.00
2 Man SUE	\$250.00	Principal	\$300.00
2 Man Survey Crew	\$225.00	Project Coordinator 1	\$100.00
3 Man Survey Crew	\$250.00	Project Coordinator 2	\$120.00
Administration 1	\$50.00	Project Manager	\$140.00
Administration 2	\$65.00	ROW Agent 1	\$90.00
Administration 3	\$85.00	ROW Agent 2	\$110.00
Administration 4	\$110.00	ROW Agent 3	\$135.00
CADD 1	\$50.00	ROW Agent 4	\$145.00
CADD 2	\$55.00	Senior Principal	\$350.00
CADD 3	\$65.00	Senior Professional 1	\$160.00
CADD 4	\$75.00	Senior Professional 2	\$185.00
Designer 1	\$100.00	Senior Professional 3	\$200.00
Designer 2	\$110.00	Senior Professional 4	\$230.00
Designer 3	\$120.00	Senior Professional 5	\$250.00
Engineer/Surveyor 1	\$115.00	Senior Professional 6	\$275.00
Engineer/Surveyor 2	\$135.00	Senior Professional 7	\$285.00
Engineer/Surveyor 3	\$140.00	Senior Project Manager 1	\$175.00
Engineer/Surveyor 4	\$150.00	Senior Project Manager 2	\$195.00
Engineer/Surveyor 5	\$165.00	Senior Project Manager 3	\$235.00
Engineer/Surveyor 6	\$225.00	Survey Crew Member 1	\$120.00
Engineering/Surveying Manager	\$260.00	Survey Crew Member 2	\$125.00
Expert Witness	\$300.00	Technician 1	\$80.00
Field Representative 2	\$100.00	Technician 2	\$85.00
Field Representative 3	\$110.00	Technician 3	\$90.00
Field Representative 4	\$120.00	Technician 4	\$95.00

Note: For all tasks indicated on an hourly or Time and Material basis in the Fee Schedule (or by subcontract), the Standard Rate Table indicted above for Croy tasks (or the indicated rate table for respective subconsultants) will remain effective through the duration of the contracted scope of services.

PROGRESS REPORT NO. _____ FOR MONTH AND YEAR _____

PROJECT _____ PROJECT NO. _____

DATE _____ CITY'S PROJECT ENGINEER _____

CONSULTANT _____ CONSULTANT'S PROJ. MAN. _____

CURRENT MONTH % COMPLETE: _____ PREV. MONTH % COMPLETE: _____

ATTACH A "SHOULD HAVE STARTED TASKS REPORT" AND A "SLIPPING TASKS REPORT" FROM MICROSOFT PROJECTS THAT LISTS ALL ACTIVITY THAT IS BEHIND SCHEDULE.

ATTACH A "TASKS STARTING SOON" REPORT FROM MICROSOFT PROJECTS WITH A DATE RANGE OF THIRTY (30) DAYS AFTER THE DATE OF THIS PROGRESS REPORT.

STATE WHAT ACTION IS BEING TAKEN TO BRING PROJECT BACK TO SCHEDULE:

MILESTONE SUBMITTALS	SCHEDULED DATE	ACTUAL DATE
30%	_____	_____
60%	_____	_____
90%	_____	_____
100%	_____	_____
"FINAL" INVOICE SUBMITTED		_____
SUBCONSULTANTS PAID IN FULL		_____
CONTRACTED COMPLETION DATE: <u>December 13, 2025</u>		_____

(These scheduled dates shall be agreed upon at the beginning of the project (Attachment 4) with the Project Engineer and noted monthly on each progress report. The scheduled contract completion date shall not be changed except by contract change order. Changes to the scheduled milestone submittal dates shall be accompanied by a new project schedule approved by the OWNER'S Project Engineer.)

UPDATED SCHEDULE ATTACHED? _____ YES _____ NO

*If yes, send an electronic copy to the Project engineer

COMMENTS:

This progress report (4 copies) shall be submitted monthly. Scheduled completion dates will not be extended without a contract modification.

CERTIFICATION: I certify that the stated information is true and accurate to the best of my knowledge.

 CONSULTANT DATE CITY PROJECT ENGINEER DATE

ATTACHMENT 7 - SUB CONSULTANTS ENGAGED BY THE ENGINEER
(Article 9.2)

CONSULTANT NAME AND ADDRESS	DESCRIPTION OF SERVICES	FEE
Building & Earth 2607 Leeman Ferry Road Suite 5 Huntsville, AL 35801	Subsurface Exploration and Geotechnical Consultation Services	\$7,980.00
SSOE Group 200 Clinton Avenue, West Suite 700 Huntsville, AL 35801	Electrical and Lighting Design Engineering Services	\$19,800.00
	SUB-TOTAL	\$27,780.00
	5% Administrative Fee	\$1,389.00
	TOTAL	\$29,169.00

ATTACHMENT 8 - CONTRACT DOCUMENT REQUIREMENTS LIST

REQUIREMENT	SUBMIT TO	SUBMITTAL REQUIREMENT DATE	NUMBER OF COPIES	REFERENCE SECTION OF CONTRACT AND COMMENTS
Deviations from OWNER's standards.	OWNER	Prior to incorporating deviations.	2	Article 2.5
Products or materials specified by the ENGINEER that are available from only one source.	OWNER	Prior to 100% submittal.	2	Article 2.2
ADA grades, elevations and layout	OWNER	90% review, 100% complete	2	Article 2.6
Approval of ENGINEER's Request for Payment.	OWNER	Within ten (10) days of receipt of the request from the ENGINEER.	N/A	Article 3.4
Approval of ENGINEER submittals	OWNER	So as to cause no delay to the ENGINEER or the PROJECT.	N/A	Article 3.8
Change order changes that reduce construction requirements.	OWNER	Prior to authorizing a change.	N/A	Article 3.11
Any information pertaining to any claim.	OWNER	Immediately	2	Article 3.12
Information pertinent to the PROJECT, all criteria and full information as to OWNER's requirements, copies of all design and construction standards.	ENGINEER	So as to not delay the services of the ENGINEER.	2	Article 5.1, 5.2
Notification of delays.	ENGINEER; OWNER	Promptly	4	Article 6.1
ENGINEER's monthly invoices.	OWNER	Monthly	4	Article 8.1.1
Consultant progress report.	OWNER	Monthly	4	Article 8.1.1
Records, data, parameters, design calculations and other information.	OWNER	Cancellation of contract.	2	Article 9.7
Documentation, records of reimbursable expenses, record copies of all written communications, and any memoranda of verbal communications related to the PROJECT.	OWNER	Upon notice from the OWNER.	2	Article 9.4
Termination notification.	OWNER or ENGINEER	7 days prior to termination.	2	Article 9.10 & 9.11
Certificate of Insurance for ENGINEER.	OWNER	At 0% design conference	1	Article 10.2(B), 10.6, and Attachment 4.

Insurance cancellation, suspension, or reduction in coverage or limits.	OWNER	30 days prior to effective date except for cancellation which is 10 days notification.	1	Article 10.4(A)
Certificate of insurance for sub consultants/subcontractors.	OWNER	At 0% design conference.	1	Article 10.7
A schedule in Microsoft Projects format showing the critical path.	Project Engineer	Within 7 calendar days of Pre-design conference, 30% complete design review. 60% design review. Attachment 6	1 hard; 1 digital	Attachment 4
Drawings.	Project Engineer	30% complete design review, 60% design review, 90% review, and 100% complete.	3	Attachment 4
Cost estimate.	Project Engineer	30% complete design review, 60% review, 90% review, and 100% complete.	3	Attachment 4
Hydraulic reports.	Project Engineer	60% design review.	2	Attachment 4
Preliminary plans for utilities.	Project Engineer	60% design review.	3	Attachment 4
Real Estate Deliverables	Project Engineer	60% design review, 90% review, 100% complete.	Reference Real Estate Division Plan Requirements	Attachment 4, 14 Real Estate Plan Requirements at end of this proposal document
Traffic Control plan.	Project Engineer	60% design review.	N/A	Attachment 4
Results of geotechnical investigations.	Project Engineer	30% design review.	2	Attachment 4
Technical specifications.	Project Engineer	90% review, 100% complete.	N/A	Attachment 4
Relocation of Utilities	Project Engineer	0% review – list of all utilities that need to be contacted 60% review – from all affected parties 90% review – Signed Acceptance Utility Project Notification Form	2	Attachment 4, 10
Design Calculations	Project Engineer	90% review, 100% complete	1	Attachment 4
Digital copy of drawings.	Project Engineer	100% complete – 1 in .dgn format; 1 in .tiff or .pdf format	2	Attachment 4
Digital text files.	Project Engineer	100% complete.	1	Attachment 4
Bid Quantities.	Project Engineer	100% complete. Digital in Excel 2003 format and hard copy	3	Attachment 4
Permits and Permit Applications	Project Engineer	100% complete.	1	Attachment 4
Field notes.	Project Engineer	100% complete.	1	Attachment 4
Digital aerial photography.	Project Engineer	100% complete.	1	Attachment 4

Progress Report (Art. 8)	Project Engineer	30% complete design review, 60% design review, 90% design review, 100% completion stage.	4 hard; 1 digital monthly	Attachment 4
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ATTACHMENT 9 - REQUIREMENTS FOR DOCUMENT SUBMITTALS

DRAWINGS

All drawings shall be sized 24" x 36", unless otherwise approved by the OWNERS Project Engineer.

Title blocks shall as a minimum, contain the name of the project, date, city project number, and ENGINEER's name. The title block of drawings shall contain a space for the names of the preparer and the reviewer and/or checker. These blocks shall be signed on each submittal (See Attachment "11" for sample standard drawing format). Drawings shall contain alphanumeric revision designations. Drawings issued for review shall be issued with alpha revision designation and the revision letter shall be changed for each submittal containing drawing changes. Drawings issued for construction shall be issued with numeric designation at revision level "0" and described as "Issued for Construction" in the revision description block. Subsequent drawing changes require the revision level to be raised using successively higher numbers and the changes to be marked by circling and briefly described in a revision block.

All drawings shall be prepared in Micro station .DGN format, unless otherwise approved by the OWNERS Project Engineer. Transmittal letters shall consist of a list of files being submitted, a description of the data in each file, and a level/layer schematic of each design file. DGN design files shall have working units as follows: master units in US Survey feet, no sub-units, and 1,000 positional units. All data submitted shall use NAD83(2011) datum for horizontal control and NAVD88 (based upon latest Geoid) for vertical control. Since these surveys originate and terminate at points with datum adjusted Alabama State Plane Coordinates, all computed coordinates shall be datum adjusted NAD83(2011) Alabama State Plane Coordinates, U.S. Survey Foot, East Zone.

Unless otherwise specified by the Owners Project Engineer, all drawings for review submittals shall be full or half-size copies. All documents shall be clearly marked in a revision block indicating the applicable submittal milestone, i.e. 30%, 60%, 90%, etc.

OTHER DOCUMENTS

Submittals required by the State of Alabama for their review, bidding, etc., shall be of the size, form and numbers of copies as the state may require even though such submittals may differ from the submittals set forth as being required elsewhere in this Agreement.

Digital files shall be submitted by 4-3/4" CD ROM, DVD, 3 and 1/2 inch floppy disk, flash drive, or to the City of Huntsville F.T.P. site.

All print copies shall be first generation copies.

All text documents shall be prepared in Microsoft Word 2010 format.

All spreadsheets shall be in Microsoft Excel 2010 format.

All PDF files shall be searchable.

Schedules shall be in Microsoft Projects format, unless otherwise approved by the OWNERS Project Engineer.

Aerial photography files shall be in Intergraph (.COT) or (.tiff) format.

All mapping shall meet National Map Accuracy Standards unless otherwise noted. If National Map Accuracy Standards are not met, the accuracy of the map shall be identified to the Owners Project Engineer and on the maps derived from the aerial survey. National Map Accuracy Standards are shown below. This and other map standards are shown in Department of the Army, US Army Corps of Engineers standard, "EM 1110-1-1000, Engineering and Design - Photogrammetric Mapping."

All final drawings, specifications, plans, calculations, letters containing Engineering or Surveying recommendations or other Engineering or Land Surveying papers or documents involving the practice of engineering or land surveying as defined by Code of Alabama, Title 34, Chapter 11 shall be sealed, dated, and bear the signature of the person who prepared or approved them.

Working drawings or other documents shall contain a statement to the effect "Preliminary-Not for construction, recording purposes or implementation."

ATTACHMENT 10 – UTILITY PROJECT NOTIFICATION FORM

NAME: _____
(Utility Name)

PROJECT NAME: _____ PROJECT NUMBER: _____

CONSULTING ENGINEER: _____
(Name)

ENGINEERING REPRESENTATIVE _____ PHONE: _____

I have reviewed design drawings or other information as available, and:

DO _____

DO NOT _____

have facilities that will require relocation. If relocation is required, a construction duration of _____ calendar days from the Notice to Proceed, is anticipated to be required for relocation.

LIST NAME(S) OF OTHER UTILITY(S) that share poles or facilities that have to be relocated prior to YOU starting your work:

NAME OF UTILITY: _____

NAME OF UTILITY: _____

NAME OF UTILITY: _____

OTHER: _____

COMMENTS: _____

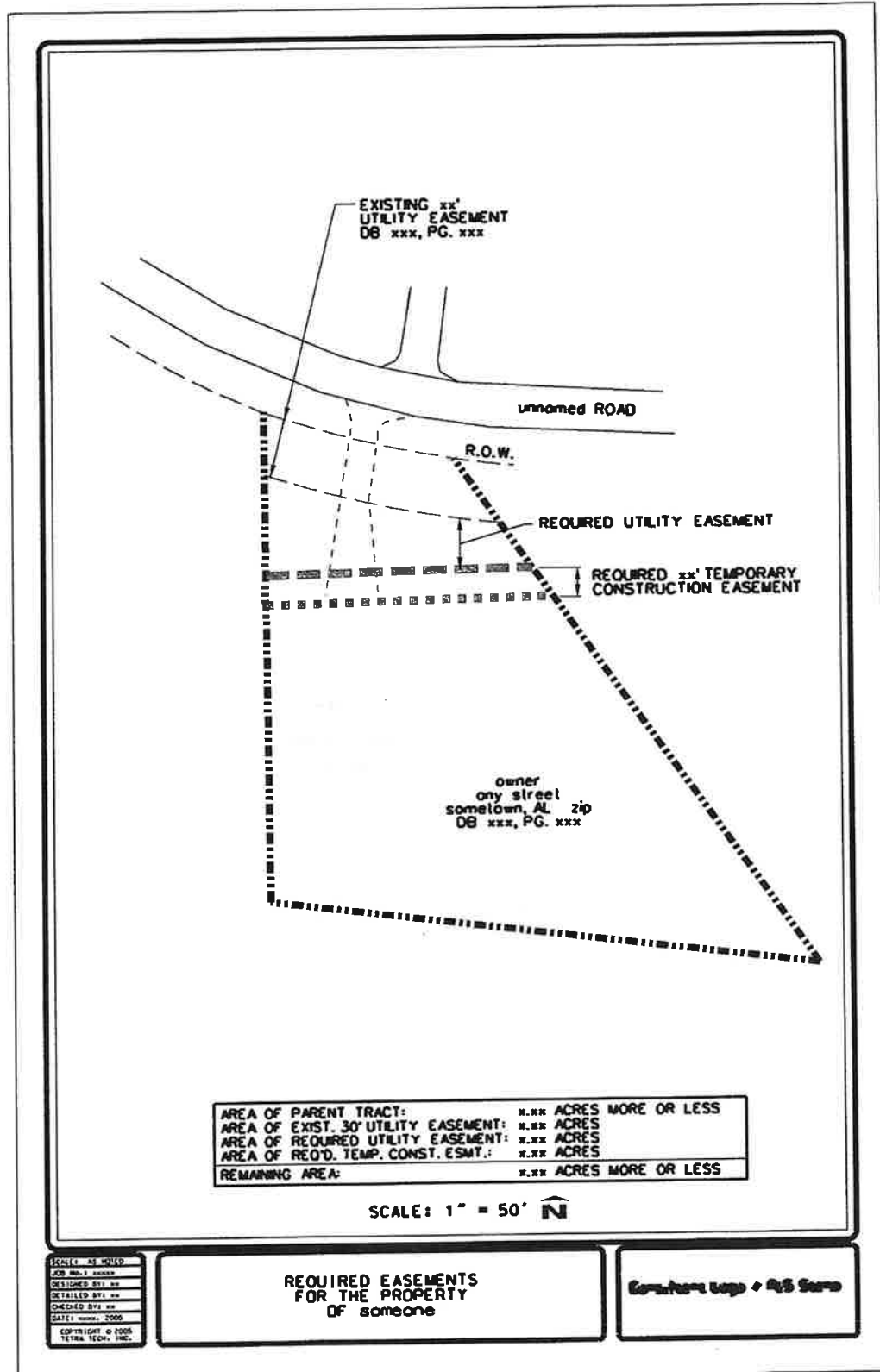
BY: _____
AUTHORIZED REPRESENTATIVE

FIELD CONTACT PERSON: _____ PHONE: _____
OFFICE CONTACT PERSON: _____ PHONE: _____

DATE: _____

<p>CONSTRUCTION PLANS FOR</p> <p>PROJECT NAME</p> <p>PROJECT INFORMATION</p> <p>FOR THE</p> <p>CITY OF HUNTSVILLE</p> <p>HUNTSVILLE, ALABAMA</p> <p>(PROJECT NO. XXXXXXXX)</p>		<p>SAMPLE STANDARD DRAWING FORMAT</p>		<p>HUNTSVILLE</p> <p>The Star of Alabama</p>		<p>INDEX OF DRAWINGS</p> <p>SHEET NO. _____ TITLE _____</p> <p>INDEX TO DRAWINGS SHALL BE PLACED ON COVER SHEET IF POSSIBLE OTHERWISE IT SHALL BE THE SECOND SHEET IN THE SET.</p>	
<p>LOCATION MAP HERE</p>		<p>PROJECT LOCATION</p>		<p>LOCATION MAP HERE</p>		<p>PROJECT LOCATION</p>	
<p>DATE: _____</p> <p>BY: _____</p> <p>CHECKED: _____</p> <p>APPROVED: _____</p>		<p>DATE: _____</p> <p>BY: _____</p> <p>CHECKED: _____</p> <p>APPROVED: _____</p>		<p>DATE: _____</p> <p>BY: _____</p> <p>CHECKED: _____</p> <p>APPROVED: _____</p>		<p>DATE: _____</p> <p>BY: _____</p> <p>CHECKED: _____</p> <p>APPROVED: _____</p>	
<p>PROJECT NAME AND INFORMATION</p> <p>CITY OF HUNTSVILLE</p> <p>HUNTSVILLE, ALABAMA</p>		<p>PROJECT NAME AND INFORMATION</p> <p>CITY OF HUNTSVILLE</p> <p>HUNTSVILLE, ALABAMA</p>		<p>PROJECT NAME AND INFORMATION</p> <p>CITY OF HUNTSVILLE</p> <p>HUNTSVILLE, ALABAMA</p>		<p>PROJECT NAME AND INFORMATION</p> <p>CITY OF HUNTSVILLE</p> <p>HUNTSVILLE, ALABAMA</p>	
<p>TIME SHEET</p>		<p>TIME SHEET</p>		<p>TIME SHEET</p>		<p>TIME SHEET</p>	

ATTACHMENT 12 **SAMPLE**



...leaseentemplate_V7.dgn 3/17/2006 12:11:14 PM

ATTACHMENT 13

United States National Map Accuracy Standards

With a view to the utmost economy and expedition in producing maps which fulfill not only the broad needs for standard or principal maps, but also the reasonable particular needs of individual agencies, standards of accuracy for published maps are defined as follows:

1. **Horizontal accuracy.** For maps on publication scales larger than 1:20,000, not more than 10 percent of the points tested shall be in error by more than 1/30 inch, measured on the publication scale; for maps on publication scales of 1:20,000 or smaller, 1/50 inch. These limits of accuracy shall apply in all cases to positions of well-defined points only. Well-defined points are those that are easily visible or recoverable on the ground, such as the following: monuments or markers, such as bench marks, property boundary monuments; intersections of roads, railroads, etc.; corners of large buildings or structures (or center points of small buildings); etc. In general what is well defined will be determined by what is plottable on the scale of the map within 1/100 inch. Thus while the intersection of two road or property lines meeting at right angles would come within a sensible interpretation, identification of the intersection of such lines meeting at an acute angle would obviously not be practicable within 1/100 inch. Similarly, features not identifiable upon the ground within close limits are not to be considered as test points within the limits quoted, even though their positions may be scaled closely upon the map. In this class would come timber lines, soil boundaries, etc.
2. **Vertical accuracy**, as applied to contour maps on all publication scales, shall be such that not more than 10 percent of the elevations tested shall be in error more than one-half the contour interval. In checking elevations taken from the map, the apparent vertical error may be decreased by assuming a horizontal displacement within the permissible horizontal error for a map of that scale.
3. **The accuracy of any map may be tested** by comparing the positions of points whose locations or elevations are shown upon it with corresponding positions as determined by surveys of a higher accuracy. Tests shall be made by the producing agency, which shall also determine which of its maps are to be tested, and the extent of the testing.
4. **Published maps meeting these accuracy requirements** shall note this fact on their legends, as follows: "This map complies with National Map accuracy Standards."
5. **Published maps whose errors exceed those aforesaid** shall omit from their legends all mention of standard accuracy.
6. **When a published map is a considerable enlargement** of a map drawing (manuscript) or of a published map, that fact shall be stated in the legend. For example, "This map is an enlargement of a 1:20,000-scale map drawing," or "This map is an enlargement of a 1:24,000-scale published map."
7. **To facilitate ready interchange and use of basic information for map construction** among all Federal mapmaking agencies, manuscript maps and published maps, wherever economically feasible and consistent with the uses to which the map is to be put, shall conform to latitude and longitude boundaries, being 15 minutes of latitude and longitude, or 7.5 minutes, or 3-3/4 minutes in size.

U.S. BUREAU OF THE BUDGET

ATTACHMENT 14

ENGINEERING DEPARTMENT - REAL ESTATE DIVISION PLAN REQUIREMENTS

DRAWINGS:

Individual Parcels

- Each individual parcel 8 ½" x 14" (dgn or dxf format)
- Show Calculations
 - Before
 - After
 - Taking
- All Parcels shall be closed shapes (polygons).
- Show Existing and Proposed Right-of-Way on each individual parcel map.
- Property Ownership

Overall Project Land Acquisition Maps

- Total project drawing in dgn or dxf format
- Indicate the following:
 - Stationing on Centerline
 - Existing Right-of-Way
 - Proposed Right-of-Way
 - Existing Easements
 - Proposed Easements
 - Existing Pavement
 - Proposed Pavement/Sidewalks/Structures
 - Existing Structures
 - Property Ownership

Color Standards (SAMPLE)

<u>Description</u>	<u>Color</u>	<u>Line Style</u>	<u>Type</u>
Existing ROW	Red	Medium Dashed	Closed Polygon
Proposed ROW	Red	Solid	
Existing Easements	Orange	Medium Dashed	Closed Polygon
Proposed Easements	Orange	Solid	
TCE	Pink	Solid	Closed Polygon

DESCRIPTIONS:

- Microsoft Word on 3.5" Diskette or CD
- Each Description shall be complete and independent (separate file).
- Hard Copies signed and stamped by PLS.

GENERAL:

- P.K. Nails or other permanent stationing markings shall be required.
- Re-staking of right-of-way or easements may be required (See Article 4).
- All survey plats to be on Alabama State Plane Datum. Strip Maps shall indicate at least 2 monuments in place with Alabama State Plane Coordinate values shown on each.
- Parcel plats and legal descriptions shall indicate the Alabama State Plane Coordinate NAD83 Alabama East Zone Value of the point of beginning.

ATTACHMENT 15 - GIS BASE MAP

DESIGN LEVEL	CONTENTS	LINE CODE	COLOR	WEIGHT	TEXT SIZE	FONT	CELL NAME
1	State Plane Coordinate Grid	0	0	0	20	0	
2	Benchmarks	0	0	0			
3	Private Street Text	0	105	0	20	0	
3	Street Text	0	3	0	20 (or 18)	0	
4	Street R/W	7	0	0			
5	Street Centerline	7	0	0			
6	Street Pavement	0	3	0			
6	Proposed Street Pavement	3	16	0			
6	Private Streets	0	105	0			
6	Proposed Private Road	3	105	0			
7	Parking Lots	1	3	1			
7	Private Lots used as Roads	1	105	1			
8	Secondary Roads--Private	2	105	0			
8	Secondary Roads	2	3	0			
8	Trails	3	3	0			
9	Secondary Roads/Trails Text	0	3	0	20	0	
10	Sidewalks	5	3	0			
11	Bridges/Culverts/Paved Ditches	0	0	0			
12	Hydrology - Major	6	1	0			
12	Hydrology - Minor, Ditches	7	1	0			
13	Hydrology - Text	0	1	0	25	23	
14	Tailings & Quarries, Athletic Fields/Text, misc. areas	0	1	0			
15	Greenways	3	48	0			
16	Speed Tables	0	3	0			TCALM
17	Railroad Tracks (Patterned)	0	2	0			RR
18	Railroad Text	0	2	0	25	0	
19	Railroad R/W	2	2	0			
20	Utility Poles (Cell)	0	5	0			P POLE
21	Utility Easements	3	5	0			
22	Utility Text	0	5	1			
23	Geographic Names	0	3	1			
24	Building Structures	0	0	0			
24	Pools and Text	0	1	0	10	1	
24	Future Site of Structures	2	0	0			STRUCT
24	Existing Structures (exact location and shape unknown)	2	0	0			STRCEX
25	Property Lines/ refuge bdy.	6	6	1	30	1	
26	Cadastral Polygons	6	6	0			
27	Ownership Text	0	6	1			
28	Cemeteries/Text	4	6	0	10	1	
29	Lot Numbers				25	0	
30	Block Numbers				30	0	
31	Addition Names	0	0	0	35	0	
32	Open						
33	Lot Ticks						
34	Lot Lines/Property Lines	6	6	0			
35	Trees/Hedge Rows	0	6	0	AS=1		TREES
36	GPS Monuments	0	5	0	18	23	CONTRL

37	2' Topo Contour	0	7	0			
38	5' Topo Contour	0	7	0			
39	25' Major Topo Contour	0	7	0			
40	X Spot Elevation	0	7	0			
41	FEMA Monuments/Labels	0	3/0	0	18	1	FEMA
42	Quarter Sections						
43	Section Lines	0	5	0			
44	Features	0	2	0			
44	Cell Towers	0	12	0	AS=1		CELTWR
45	Fences (Pattern)	0	8	0	AS=1		FENCE
46	Format/Legend	0	0	0			Limleg Madleg
47	Mass Points	0	7	2			
48	Break Lines	0	7	2			
49	Open						
50	Billboards	0	37	1			BBOARD
51	Sanitary Sewer	0		3			
52	Sanitary Sewer Text						
53	Storm Water Features	0		3			
54	Storm Water Text						
55	Open						
56	Property Address	0	1	0			
57	Text Tag for Buildings	0	1	0	10-20	1	
58	One Way Arrows	1	3	1			
59	Open						
60	Open						
61	Open						
62	Monuments for Setup (point cell)						
63	Open						

This is a submittal only. **Return this sheet with submittal**

<u>YES</u>	<u>NO</u>	REQUIRED SUBMITTALS TO THE PROJECT ENGINEER
<input type="checkbox"/>	<input type="checkbox"/>	1. Two (2) sets of complete construction drawing prints sized 24" x 36" sealed and marked "ISSUED FOR CONSTRUCTION". Drawings information shall be referenced to Alabama State Plane Coordinate system, NAD1983 Alabama East Zone as described in the <u>Code of Alabama</u> (1975), Section 35-2-1. Surveys shall be tied to a minimum of two accepted GPS monuments or one GPS tie point plus an astronomic observation to determine grid north or GPS Survey.
<input type="checkbox"/>	<input type="checkbox"/>	2. One (1) Micro station digital and One (1) digital file in either .tiff or .pdf format of construction drawings (must be signed and sealed) – sized 11" x 17".
<input type="checkbox"/>	<input type="checkbox"/>	3. Two (2) sets of right-of-way drawing prints sized 24" x 36" sealed and marked "ISSUED FOR CONSTRUCTION". Drawings information shall be referenced to Alabama State Plane Coordinate system. NAD1983 Alabama East Zone
<input type="checkbox"/>	<input type="checkbox"/>	4. One (1) Micro station digital file of right-of-way drawings.
<input type="checkbox"/>	<input type="checkbox"/>	5. Two (2) print sets of 8-1/2" x 11" legal descriptions for right-of-way (REVISED SETS ONLY)
<input type="checkbox"/>	<input type="checkbox"/>	6. One (1) digital text file of legal descriptions for right-of-way (REVISED FILE ONLY)
<input type="checkbox"/>	<input type="checkbox"/>	7. One (1) print copy of Final Construction Cost Estimate.
<input type="checkbox"/>	<input type="checkbox"/>	8. One (1) digital spread sheet file of Final Construction Cost Estimate.
<input type="checkbox"/>	<input type="checkbox"/>	9. Three (3) printed and bound copies of corrected quantity calculations to match Final Bid Quantities.
<input type="checkbox"/>	<input type="checkbox"/>	10. One (1) digital spread sheet file (Excel 2003 format) of Final Bid Quantities.
<input type="checkbox"/>	<input type="checkbox"/>	11. Two (2) print sets of contract specifications.
<input type="checkbox"/>	<input type="checkbox"/>	12. One (1) digital text file of contract specifications.
<input type="checkbox"/>	<input type="checkbox"/>	13. One (1) complete set of signed and sealed calculations.
<input type="checkbox"/>	<input type="checkbox"/>	14. One (1) complete set of permits for COH signature and Engineer's submittal to include but not limited to USACE, ADEM NPDES NOI, ETC. This package will also include CBMPP, ALDOT Maintenance, ROW and utility permit Applications for ALDOT Funded Projects as required.
<input type="checkbox"/>	<input type="checkbox"/>	15. One (1) complete set of all field notes.
<input type="checkbox"/>	<input type="checkbox"/>	16. One (1) copy of digital aerial photography obtained for this PROJECT in (.tif) format, as necessary.
<input type="checkbox"/>	<input type="checkbox"/>	17. Utility Project Notification forms and a list of all utilities that need to be contacted.

_____ Engineer



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: 2025-477

Department: Engineering

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and Goodwyn, Mills & Cawood, Inc., for Engineering Design Services for Big Cove Greenway Extension, Project No. 71-25-WP01.

Resolution No.

Finance Information:

Account Number: 3080-71-00000-520900-ALDOT007-

City Cost Amount: \$95,052.00

Total Cost: \$95,052.00

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

A design contract with Goodwyn, Mills & Cawood for Big Cove Greenway extension consisting of approximately 1.0 mile of new sidewalk and greenway extension to connect to Caldwell Lane along Big Cove Creek.



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: TMP-5575

Department: Engineering

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and Goodwyn, Mills & Cawood, Inc., for Engineering Design Services for Big Cove Greenway Extension, Project No. 71-25-WP01.

Resolution No.

Finance Information:

Account Number: 3080-71-00000-520900-ALDOT007-

City Cost Amount: \$95,052.00

Total Cost: \$95,052.00

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

A design contract with Goodwyn, Mills & Cawood for Big Cove Greenway extension consisting of approximately 1.0 mile of new sidewalk and greenway extension to connect to Caldwell Lane along Big Cove Creek.

RESOLUTION NO. 25-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into an Agreement between the City of Huntsville, Alabama and Goodwyn, Mills & Cawood, Inc., in the amount of NINETY-FIVE THOUSAND FIFTY-TWO AND NO/100 DOLLARS (\$95,052.00) for Engineering Design Services for Big Cove Greenway Extension, Project No. 71-25-WP01, 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, Alabama and Goodwyn, Mills & Cawood, Inc., for Engineering Design Services for Big Cove Greenway Extension, Project No. 71-25-WP01," consisting of a total of nineteen (19) pages, plus forty-five (45) additional pages consisting of Attachments 1-16, and the date of June 12, 2025, 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 12th day of June, 2025.

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

APPROVED this the 12th day of June, 2025.

Mayor of the City of Huntsville,
Alabama

AGREEMENT BETWEEN
CITY OF HUNTSVILLE, ALABAMA
AND
GOODWYN, MILLS & CAWOOD, INC.
FOR
ENGINEERING DESIGN SERVICES
FOR
BIG COVE GREENWAY EXTENSION

Project ID Number 71-25-WP01
June 12, 2025

**_____
President of the City Council of the City of
Huntsville, Alabama
Date: June 12, 2025**

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AGREEMENT BETWEEN
CITY OF HUNTSVILLE, ALABAMA
AND
GOODWYN, MILLS & CAWOOD, INC.
FOR
ENGINEERING DESIGN SERVICES
FOR
BIG COVE GREENWAY EXTENSION
Project ID Number 71-25-WP01

THIS AGREEMENT made as of the 12th day of June in the year 2025, by and between the CITY OF HUNTSVILLE, ALABAMA (hereinafter called OWNER), and GOODWYN, MILLS & CAWOOD, INC., (hereinafter called ENGINEER).

WITNESSETH, for the considerations hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1 - ENGAGEMENT OF THE ENGINEER

The OWNER hereby engages the ENGINEER, and the ENGINEER hereby accepts the engagement to provide general engineering and consultation as a representative of the OWNER to include the following:

- 1.1** Professional Engineering services for design of Big Cove Greenway Extension, as further described in ARTICLE 2, and hereinafter called PROJECT.
- 1.2** By executing this Agreement, the ENGINEER represents to the OWNER that the ENGINEER is a professional qualified to act as the ENGINEER for the PROJECT and is licensed and certified to practice engineering by all public entities having jurisdiction over the ENGINEER and the PROJECT. The ENGINEER further represents to the OWNER that the ENGINEER will maintain all necessary licenses, certifications, permits or other authorizations necessary to act as ENGINEER for the PROJECT until the ENGINEER's remaining duties hereunder have been satisfied. The ENGINEER shall assign only qualified personnel to perform any service concerning the PROJECT. All services rendered by the ENGINEER for the PROJECT shall be performed by or under the immediate supervision of experienced and qualified professionals licensed, certified, and registered as appropriate in the State of Alabama possessing the expertise in the discipline of the service being rendered. The ENGINEER assumes full responsibility to the OWNER for the negligent acts, errors and omissions of its consultants or others employed or retained by the ENGINEER in connection with the PROJECT.
- 1.3** Execution of this Agreement by the ENGINEER constitutes a representation that the ENGINEER has become familiar with the PROJECT site and the local conditions under which the PROJECT is to be implemented. The ENGINEER agrees to provide all necessary engineering services required to professionally accomplish the ENGINEER's defined scope of services.

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

ARTICLE 2 – DESIGN SERVICES OF THE ENGINEER

- 2.1** ENGINEER shall provide for OWNER Professional Engineering services for design of Big Cove Greenway Extension.
- 2.2** These services shall include consultation and advice; customary civil, structural, mechanical and electrical engineering design services; and Architectural services incidental thereto, as outlined herein and further described in the SCOPE OF SERVICES, ATTACHMENT 1.
- 2.3** Upon the OWNERS authorization, the ENGINEER shall prepare construction documents consisting of drawings and specifications setting forth in detail the requirements for construction of the PROJECT. The ENGINEER warrants that such construction documents are accurate, coordinated and adequate for the construction and in conformity and comply with applicable laws, codes and regulations. Products specified for use shall be readily available unless written authorization to the contrary is given by the OWNER. Products or materials specified by the ENGINEER that are available from only one source shall be justified in writing by the ENGINEER in order to meet applicable federal, state, or local procurement or bid requirements.
- 2.4** A contract for the professional services of a design professional shall require the design professional to perform the services with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.
- 2.5** The ENGINEER shall prepare appropriate bid alternates as necessary in order to assure that the PROJECT can be awarded within the PROJECT budget limitations.
- 2.6** The ENGINEER shall serve as the OWNER's professional representative in those portions of the PROJECT to which this Agreement applies and shall consult with and advise the OWNER during the performance of these services.
- 2.7** The ENGINEER shall incorporate into its design, and into its final work products, the requirements contained within the OWNER's engineering standards, standard specifications, and design manuals referenced in ATTACHMENT 3. The ENGINEER shall also incorporate into its design, where applicable, Americans with Disabilities Act (ADA) grades, elevations and layout for each handicap ramp within the project. The requirements of the State of Alabama Department of Transportation design standards shall be reviewed for applicability and incorporated into portions of the work where joint participation between the OWNER and the State is applicable. When conflicts are noted between the OWNERS requirements and standards of others, the OWNERS standards shall take precedent. Discrepancies shall be brought to the attention of the OWNER. Deviations from OWNER's requirements shall be identified to the OWNER by the ENGINEER in writing prior to incorporating the changes.
- 2.8** The ENGINEER shall obtain all Planning Commission approvals with regard to location, character and extent, as required.

- 2.9** The ENGINEER shall obtain a Utility Project Notification Form (Attachment 10) from all affected utilities on the project by the 60% design review stage. Acceptance shall be provided as a signed original by all affected parties at the 90% design review stage.
- 2.10** The ENGINEER shall promptly correct, or have corrected, any errors, omissions, deficiencies or conflicts in the ENGINEER's work product or that of his sub-contractors/sub-consultants, without additional compensation for time, reproduction or distribution.
- 2.11** During the process of design and preparation of the construction documents, the ENGINEER shall review with the OWNER the construction documents, the estimate of probable construction cost, schedule, and other design services issues. Such review shall be, at a minimum, as outlined in ATTACHMENT 4 as 0%, 30%, 60%, and 90% completion stage. Following such reviews, the ENGINEER shall make any appropriate revisions thereto to assure compliance with the OWNER's requirements.
- 2.12** Field surveying work is required and shall be performed in accordance with "Standards of Practice for Surveying in the State of Alabama" as required by the Alabama Board of Registration for Engineering and Land Surveyors. Surveying shall include P.K. Nails or other permanent stationing markings as well as staking of right-of-way, easements and parcels of land acquired by the City of Huntsville. Property corners shall be set at the new right-of-way. Easements shall be staked as requested by the City of Huntsville. The above field work shall be performed as a minimum as needed at the time of right-of-way acquisition and one additional time near the 100% submittal stage as determined by the OWNER. The cost for these services is included in the fees for Basic Services.

Survey data shall be based on a US Public Land Survey System corner or quarter corner. Said corner or quarter corner shall be field verified by the surveyor and a state plane coordinate provided in deliverables submitted to the City of Huntsville. All survey work shall be based on the following datum's:

Coordinate System:	US State Plane
Zone:	Alabama East 0101
Vertical Datum:	The North American Vertical Datum of 1988 (NAVD 88)
Horizontal Datum:	The North American Datum of 1983 (NAD 83) National Adjustment 2011 (NA2011)
Geoid Model:	Geoid18
Units:	US Survey Feet

- 2.13** The ENGINEER shall comply with the City of Huntsville Tree Ordinance and carry the requirements referenced therein with deliverables (drawings, specifications, etc.) in accordance with Section 27-57 of the City of Huntsville Code of Ordinances (Ord. No. 04-45, §13, 2-12-2004).
- 2.14** The ENGINEER shall prepare the pre-bid agenda after obtaining comments from stakeholders such as affected utilities, City of Huntsville Construction Project Engineer and Inspector(s), and other City of Huntsville departments as applicable. The ENGINEER shall moderate the pre-bid meeting, prepare meeting minutes, make clarifications, prepare addendums, and distribute to bidders.
- 2.15** A valid City of Huntsville license shall be maintained throughout the term of this contract. Additionally, the engineering firm shall be required to obtain and pay for all other federal, state or local permits, licenses, and fees which may be necessary or required in order to perform the work detailed herein.

ARTICLE 3 - CONSTRUCTION ADMINISTRATION SERVICES

OMITTED

ARTICLE 4 - ADDITIONAL SERVICES

The following services of the ENGINEER are not included in Article 2. Nevertheless, the ENGINEER shall provide such services if authorized in writing by the OWNER, and they shall be paid for by the OWNER as provided in Article 7, unless otherwise noted.

- 4.1 Making revision in drawings, specifications or other documents when such revisions are inconsistent with written direction by the OWNER previously given, are required by the enactment of revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated or are due to other causes not within the control or responsibility of the ENGINEER, either in whole or in part.
- 4.2 Preparing drawings, specifications and supporting data in connection with change orders, provided that such change orders are issued by the OWNER due to causes not within the control or responsibility of the ENGINEER, either in whole or in part.
- 4.3 Providing additional services for repair or replacement of work damaged by acts of God or other cause during construction provided that such services are required by causes not the responsibility of the ENGINEER, either in whole or in part.
- 4.4 Providing services not otherwise required herein which are made necessary solely by the default of the ENGINEER or major defects or deficiencies in the work of the ENGINEER. These services shall be provided with no increase in the contract amount and will not be compensable on an hourly basis.
- 4.5 Providing expert witness services and other services arising out of claims.
- 4.6 Provide services to stake site during construction.

ARTICLE 5 - RESPONSIBILITIES OF OWNER

The OWNER, without cost to the ENGINEER, will perform the following in a timely manner so as not to delay the services of the ENGINEER:

- 5.1 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.
- 5.2 Provide all criteria and full information as to OWNER's requirements for the PROJECT, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations. The OWNER shall also furnish copies of all design and construction standards, which OWNER will require to be included in the drawings and specifications.
- 5.3 Assist the ENGINEER as necessary in acquiring access to and making all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform the work under this agreement.
- 5.4 Designate in writing a person to act as the OWNER's representative with respect to the work to be performed under this Agreement, such person to have complete authority to transmit

instructions, receive information, interpret and define the OWNER's policies and decision with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER determines appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

- 5.5** When requested by the ENGINEER, the OWNER will intercede on the ENGINEER's behalf when data from, or reviewed by third parties is not on schedule through no fault of the ENGINEER
- 5.6** The OWNER's review of any documents prepared by the ENGINEER or its consultants shall be solely for the purpose of determining whether such documents are generally consistent with the OWNER's intent. No review of such documents shall relieve the ENGINEER of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

ARTICLE 6 - PERIOD OF SERVICES

- 6.1** The ENGINEER shall commence services pursuant to this agreement as of June 13, 2025. The final completion date for the completion of design services as outlined in Article 2 shall be December 13, 2025. The Director of Engineering has the right to grant a time extension of up to 6 months at his/her discretion.

The ENGINEER shall perform these services with reasonable diligence and expediency consistent with sound professional practices. The ENGINEER shall include in his schedule an allowance for time required for OWNER's review of submissions and for approvals of authorities having jurisdiction over the PROJECT. When approved by the OWNER, the schedule shall not be exceeded by the ENGINEER, except for cause.

If the ENGINEER becomes aware of delays due to time allowances for review and approval being exceeded, delay by the OWNER, the OWNER's consultants, or any other reason beyond the ENGINEER's control, which may result in the schedule of performance of the ENGINEER's services not being met, the ENGINEER shall promptly notify the OWNER. If the OWNER becomes aware of any delays or other causes that will affect the ENGINEER's schedule, the OWNER shall promptly notify the ENGINEER. In either event, the ENGINEER's schedule for performance of its services shall be equitably adjusted.

ARTICLE 7 - PAYMENT TO THE ENGINEER

7.1 BASIC SERVICES

The OWNER shall compensate the ENGINEER for services rendered pursuant to this Agreement, excepting those services described as Additional Services in Article 4 of this Agreement, by payment of the LUMP SUM AMOUNT OF NINETY-FIVE THOUSAND FIFTY-TWO AND NO/100 DOLLARS (\$95,052.00) for design services as described in Article 2. Additional services of the ENGINEER as described in Article 4, if any, shall be compensated on an hourly basis in accordance with Attachment 5.

7.2 REIMBURSABLE EXPENSES

The scope of work for sub-contracted services is defined in the ENGINEER's scope of

services, Attachment 1. The scope includes provisions for administration expenses for subcontracted services and reimbursable direct expenses including but not limited to laboratory tests and analyses; computer services; word processing services; permit fees, bonds, telephone, printing, binding and reproduction charges; and other similar costs. Indirect costs will have administrative fee reimbursements limited to no more than 5%. Direct costs are also limited to no more than 5% reimbursement.

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

7.3 EFFECTIVE DATE

This contract shall have no force or effect unless and until it is executed by the OWNER and the ENGINEER and a properly executed copy is mailed to the ENGINEER with a notice to proceed (NTP). If a NTP is not issued within sixty (60) days commencing from the last date of execution of this CONTRACT by the OWNER and the ENGINEER, then this CONTRACT shall be NULL AND VOID, the OWNER will not be obligated to any payment to the ENGINEER and the ENGINEER will not be obligated to perform any work under said CONTRACT.

PAYMENT SUMMARY

Engineering Design Services – LUMP SUM AMOUNT OF	\$95,052.00
TOTAL CONTRACT AMOUNT:	<u>\$95,052.00</u>

ARTICLE 8 - GENERAL PAYMENT PROCEDURE

8.1 INVOICES

8.1.1 The ENGINEER shall submit monthly invoices to the Administrative Officer in the Engineering Department for the basic services described under Articles 2 and 4 for the design of the PROJECT. Invoices must include the City of Huntsville project name and number, dates of services, contract amount, previous billings and current billing. Additionally, invoices for services that are not contracted for as "lump sum" in Article 4 must also be itemized and include, as a minimum, a description of each task performed, the amount of time utilized performing each task, the name(s) of personnel who performed the task and the cost for each specific task. Along with each invoice, the ENGINEER must submit a consultant progress report in the format shown in Attachment 6 hereto. No payment will be made without the consultant progress report completed and attached. Monthly progress reports shall be submitted monthly even if no request for payment is made. If services under Article 4 are included in the invoice for additional services not included under the lump sum provisions, or services billed as time and material, the classification and hours of such persons rendering the services shall be attached to the invoice.

8.1.2 The signature of the ENGINEER on the invoice shall constitute the ENGINEER's representation to the OWNER that the services indicated in the invoice have progressed to the level indicated, have been properly and timely performed as required herein, that the reimbursable expenses included in the invoice have been reasonably incurred, that all obligations of the ENGINEER covered by prior invoices have been paid in full, and that, to the best of the ENGINEER's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the ENGINEER the payment of any portion thereof

should be withheld. Submission of the ENGINEER's invoice for final payment and reimbursement shall further constitute the ENGINEER's representation to the OWNER that, upon receipt from the OWNER of the amount invoiced, all obligations of the ENGINEER to others, including its consultants, incurred in connection with the PROJECT, have been paid in full. ENGINEER must designate on Attachment 6 – Progress Report in the appropriate space provided that such action has been completed.

8.2 TIME FOR PAYMENT

The OWNER shall make payment for services in Articles 2 and 4 within 60 days of receipt of valid invoice.

8.3 OWNER'S RIGHT TO WITHHOLD PAYMENT

In the event the OWNER becomes credibly informed that any representations of the ENGINEER, provided pursuant to Article 8.1.2, are wholly or partially inaccurate, the OWNER may withhold payment of sums then or in the future otherwise due to the ENGINEER until the inaccuracy, and the cause thereof, is corrected to the OWNER's reasonable satisfaction. Additionally, failure by the ENGINEER to supply substantiating records shall be reason to exclude related costs from the amounts which might otherwise be payable by the OWNER to the ENGINEER.

8.4 REIMBURSABLE EXPENSES

8.4.1 In addition to the requirements set forth in 8.1 above, invoices for reimbursable expenses shall include such documentation as the OWNER may require. Reasonable expenses are limited to the following expenses:

- (a) Transportation outside the immediate Huntsville area (50 mile radius) approved in advance by the OWNER in writing and incurred in connection with the PROJECT; (Per Department of Treasury, Internal Revenue Service Publication 1542, Per Diem Rates, for travel within the continental United States). Refer to website: www.irs.gov/pub/irs-pdf/p1542.pdf for more information.
- (b) Charges for long-distance communications;
- (c) Fees paid for securing approval of authorities having jurisdiction over the PROJECT;
- (d) Actual costs of reproduction for items in excess of those included in the required services;
- (e) Postage and handling charges incurred for drawings, specifications and other documents.

8.4.2 The ENGINEER shall set forth with particularity on its invoice the nature and cost of the expense item being billed, and attach to its invoice the written authorization, if any, required for such item; and shall bill expenses at actual cost or prevailing rate and without the addition of administrative charge, any multiple or surcharge.

8.5 W-9 TAXPAYER FORM

All ENGINEERING FIRMS are required to submit a Federal Tax Form W-9 to City of Huntsville at the time a contract is awarded. No payments of invoices can be made until this W-9 Tax Form has been properly submitted. A copy of the W-9 Tax Form can be requested from the OWNER or at the following website: www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf

ARTICLE 9 - GENERAL CONSIDERATIONS

9.1 GENERAL

OWNER and ENGINEER agree that the following sections and provisions shall apply to the work to be performed under this Agreement and that such provisions shall supersede any conflicting provisions of this Agreement.

9.2 SUB-CONTRACTED SPECIALIZED SERVICES

The ENGINEER may sub-contract specialized services required of the PROJECT to competent and experienced sub-consultants approved by the OWNER in writing. As a prime professional, the ENGINEER shall act as OWNER's representative for contracting, directing, and managing the services of sub-consultants. The OWNER shall have the right to reject any consultant provided that the OWNER raises a timely objection. At the time of the execution of this Agreement, the parties anticipate that the consultants listed in Attachment "7" hereto will be retained by the ENGINEER to provide services with respect to the PROJECT. Expenses payable to the ENGINEER for subcontracted services are limited to no more than 5% of the cost of the subcontracted services.

9.3 PEER REVIEW

The OWNER reserves the right to conduct, at the OWNER's expense, peer review of designs and drawings prepared by the ENGINEER and/or sub-consultant(s) for the PROJECT. The ENGINEER and sub-consultant(s) agree that knowledge and consent to review of their work by other engineers of the OWNER's choosing is hereby given in accordance with the ADMINISTRATIVE CODE (RULES AND REGULATIONS) of the Alabama State Board of Licensure for Professional Engineers and Land Surveyors, Chapter 330-X-14-.06(a) (13) effective January 2008 and as may be amended now or in the future pertaining to the Code of Ethics for review of the work of another engineer.

9.4 CLARIFICATION OF WORK

If reviewing agencies raise questions regarding the work of ENGINEER, OWNER will participate in such meetings as deemed necessary to explain and clarify this work.

9.5 IRRIGATION AND IRRIGATION CONTROLLERS

9.5.1 All designs shall coordinate with the City of Huntsville Landscape Management Department. The basis of design shall be Rainbird Two-Wire System. BaseLine Irrigation Solutions may be considered where existing infrastructure exists but is subject to the approval of Landscape Management.

9.5.2 Contractor is to locate/flag irrigation system valves and moisture sensors at project completion to facilitate Owner's ability to gather GPS coordinates for maintenance purposes.

9.5.3 Bubbler style irrigation systems shall be used for tree installations with two bubblers at each tree ring. Drip Irrigation systems shall not be used. 1804 Spray Heads with SAM/PRS bodies are preferred.

9.6 CHANGES

9.6.1 The OWNER may, at any time by written order, make changes within the general scope of the Agreement in the services to be provided. If such changes cause an increase or decrease in ENGINEER's cost of, or time required for performance of

any services, whether or not changed by any order, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Upon notification of change, ENGINEER must assert any claim of ENGINEER for adjustment in writing within 30 days from the date of receipt unless OWNER grants a further period of time.

- 9.6.2** If findings in any phase of this PROJECT significantly alter the scope of work for subsequent phases, or if regulations are changed resulting in a scope of work change for any phase, engineering fees set forth in Article 7 may be renegotiated by the OWNER and ENGINEER.

9.7 ENGINEER'S RECORDS

Documentation accurately reflecting services performed and the time expended by the ENGINEER and his personnel and records of reimbursable expenses shall be prepared concurrently with the performance of the services and shall be maintained by the ENGINEER. The ENGINEER shall maintain record copies of all written communications, and any memoranda of verbal communications related to the PROJECT. All such records and documentation shall be maintained for a minimum of five (5) years after the PROJECT date of final completion or for any longer period of time as may be required by law or good practice. If the ENGINEER receives notification of a dispute or of pending or commencement of litigation during this five-year period, the ENGINEER shall continue to maintain all PROJECT records until final resolution of the dispute or litigation. The ENGINEER shall make such records and documentation available to the OWNER upon notice and shall allow the authorized representative(s) of the OWNER to inspect, examine, review and copy the ENGINEER's records at the OWNER's reasonable expense.

9.8 SEAL ON DOCUMENTS

- 9.8.1** Final plans and drawings shall be marked "ISSUED FOR CONSTRUCTION". When a firm, partnership, or corporation performs the work, each drawing shall be sealed and signed by the licensed engineer or engineers who were in responsible charge of the work.
- 9.8.2** When plans and drawings issued for construction were not performed by a firm, partnership, or corporation, the first sheet or title page shall be sealed, dated, and signed by the engineer who was in responsible charge. Two or more licensed professional engineers may affix their signatures and seals provided it is designated by a note under the seal the specific subject matter for which each is responsible. In addition, each drawing shall be sealed and signed by the licensee or licensees responsible for each sheet.
- 9.8.3** When plans or drawings are a site adaptation of a standard design or plan or make use of a standard drawing of others, the ENGINEER shall take measures to assure that the site adaptation, standard drawing, or plan is appropriate and suitable for the use proposed by the ENGINEER including meeting the specific site conditions, functionality, design criteria, safety considerations, etc. After taking such measures, the ENGINEER shall seal the standard drawing or plan as shown above in sections 9.8.1 and 9.8.2. The ENGINEER shall not utilize standards of others without their written consent where written consent is required or implied.
- 9.8.4** Each sheet of documents, specifications, and reports for engineering practice and of maps, plats, charts, and reports for land surveying practice, shall be signed, sealed, and dated by the licensed engineer or land surveyor who prepared the documents or under whose responsible charge the documents were prepared. Where more

than one sheet is bound together in one volume, including but not limited to reports and specifications, the licensee who prepared the volume, or under whose responsible charge the volume was prepared, may sign, seal, and date only the title or index sheet, provided that this sheet clearly identifies all of the other sheets comprising the bound volume, and provided that any of the other sheets which were prepared by, or under the responsible charge of, another licensee, be signed, sealed, and dated by the other licensee.

9.9 USE AND OWNERSHIP OF DOCUMENTS

All rights of ownership, copyrights, construction documents, including all drawings, specifications and other documents, electronic media, computer source code, or things prepared by or on behalf of the ENGINEER for the PROJECT are hereby transferred to the OWNER and shall be the sole property of the OWNER and are free of any retention rights of the ENGINEER. The ENGINEER hereby grants to the OWNER an unconditional right to use or to refer to, for any purpose whatsoever, the construction documents and any other documents or electronic media, computer source code prepared by or on behalf of the ENGINEER for the PROJECT, free of any copyright claims, trade secrets or other proprietary rights with respect to such documents. The ENGINEER shall be permitted to retain copies thereof for its records. The ENGINEER's documents and other work products are not intended or represented to be suitable for re-use by OWNER or others on extensions of the PROJECT or on any other PROJECT. Any re-use without specific written verification or adaptation by ENGINEER will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, such reuse by the OWNER; provided however, that this agreement to indemnify and save harmless shall not apply to any reuse of documents retained by, or through, the ENGINEER.

9.10 ESTIMATE OF CONSTRUCTION COST

Since ENGINEER has no control over the construction cost of labor, materials, or equipment, or over the construction contractor(s) methods of determining prices, or over competitive bidding or market conditions, his opinion of probable PROJECT cost or construction cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry; but, ENGINEER cannot and does not guarantee that proposals, bids or construction costs will not vary from opinions of probable cost prepared by him. If OWNER wishes greater assurance as to the construction cost, he will employ an independent cost estimator.

9.11 TERMINATION FOR CAUSE

This Agreement may be terminated by either party upon seven (7) days written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination.

9.12 TERMINATION BY THE OWNER WITHOUT CAUSE

The OWNER may terminate this Agreement without cause upon seven (7) days written notice to the ENGINEER. In the event of such a termination without cause, the ENGINEER shall be compensated for all services performed prior to termination, together with Reimbursable Expenses incurred. In such event, the ENGINEER shall promptly submit to the OWNER its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 8.1.

ARTICLE 10 - INDEMNITY AND INSURANCE

10.1 INSURANCE

The ENGINEER shall carry insurance of the following kinds and amounts in addition to any other forms of insurance or bonds required under the terms of the contract specifications. The ENGINEER shall procure and maintain for the duration of the job until final acceptance by the OWNER, or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the ENGINEER, his agents, representatives, employees or subcontractor.

10.2 MINIMUM SCOPE OF INSURANCE:

A. General Liability:

Insurance shall be written on an "occurrence" basis. Claims-made coverage will be accepted only on an exception basis after the OWNER's approval. The same insurance company should write General Liability Coverage and OWNERs ENGINEERs Protective Insurance.

B. Commercial General Liability

Products and Completed Operations
Contractual
Personal Injury
Explosion, Collapse and Underground
Broad Form Property Damage

C. Professional Liability:

Insurance may be written on a "claims-made" basis, providing coverage for negligent acts, errors or omissions in the performance of professional services. Coverage shall be maintained for a discovery and reporting period of no less than five (5) years after completion of the professional services and Certificates of Insurance shall be submitted to the OWNER on a yearly basis during this time frame. Coverage shall be no less comprehensive than that which is carried by at least 25% of the registered engineers or engineering firms contracting in the State of Alabama. Such coverage shall be carried on a continuous basis including prior acts coverage to cover the subject PROJECT. The professional liability insurance shall contain contractual liability coverage.

D. Automobile Liability:

Business Automobile Liability providing coverage for all owned, hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms.

E. Workers' Compensation Insurance:

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations. "Waivers of Subrogation" in favor of the OWNER shall be endorsed to Workers' Compensation Insurance.

F. Employers Liability Insurance:

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

10.3 MINIMUM LIMITS OF INSURANCE:

A. General Liability:

Commercial General Liability on an "occurrence form" for bodily injury and property damage:

\$ 2,000,000 General Aggregate Limit
\$ 2,000,000 Products - Completed Operations Aggregate
\$ 1,000,000 Personal & Advertising Injury
\$ 1,000,000 Each Occurrence

B. Professional Liability:

Insurance may be made on a "claims-made" basis:

\$ 500,000 Per Claim - Land Surveyors
\$ 1,000,000 Per Claim - Other Professionals

C. Automobile Liability:

\$ 1,000,000 Combined Single Limit per accident for bodily injury and property damage.

D. Workers' Compensation:

As required by the State of Alabama Statute. The coverage should include waiver of subrogation.

E. Employers Liability:

\$ 1,000,000 Bodily Injury by Accident or Disease
\$ 1,000,000 Policy Limit by Disease

10.4 OTHER INSURANCE PROVISIONS:

The OWNER is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the OWNER's best interest. If the insurance requirements are not adjusted by the OWNER prior to the OWNER's release of specifications with regard to the PROJECT in question, then the minimum limits shall apply. The City of Huntsville/OWNER shall be named on the policies of general liability and automobile insurance and on the certificate of insurance as an Additional Insured. Additional Insured status on the Commercial General Liability policy shall be through ISO Additional Endorsement CG 20 10 11 85 or equivalent and coverage shall be afforded on a primary basis. Liability is not necessarily limited to the minimum amounts of insurance required herein, especially where other insurance coverage is available.

The policies are to contain, or be endorsed to contain, the following provisions:

A. All Coverage:

The ENGINEER is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, non-renewal or materially changed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the OWNER. Cancellation of coverage for non-payment of premium will require ten (10) days written notice to the OWNER.

10.5 ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers authorized by the State of Alabama with an A. M. Best rating of A-V or better.

10.6 VERIFICATION OF COVERAGE:

The OWNER shall be indicated as a Certificate Holder and the ENGINEER shall furnish the OWNER with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates signed using digital signatures will not be accepted unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is intended as their signature. All certificates are to be received and approved by the OWNER before work commences. The OWNER reserves the right to require complete, certified copies of all required insurance policies at any time.

10.7 CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE ENGINEER:

The ENGINEER shall furnish separate certificates and/or endorsements for each subcontractor and/or consultant showing insurance of the same type or types and to the extent of the coverage set forth in this Article 10.

10.8 HOLD HARMLESS AGREEMENT:

A. Professional Liability Exposures:

The ENGINEER, to the fullest extent permitted by law, shall indemnify and hold harmless the OWNER, its elected and appointed officials, employees, agents, and representatives against all claims, damages, losses, judgments and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the work, caused by any negligent act, error or omission of the ENGINEER or any of their consultants, or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described in this paragraph.

To the fullest extent permitted by law, the ENGINEER shall defend, protect, indemnify, and hold harmless the OWNER, its elected and appointed officials, officers, directors, employees, agents, and representatives from and against any and all liability, claims, demands, damages, loss, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) for infringement of patent rights, copyrights, or other intellectual

property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by the OWNER in writing. If the ENGINEER has reason to believe the use of a required design, process or product is an infringement of a patent, the ENGINEER shall be responsible for such loss unless such information is promptly given to the OWNER

B. Other Than Professional Liability:

The ENGINEER agrees, to the fullest extent permitted by law, to defend, protect, indemnify and hold harmless the OWNER, its elected and appointed officials, officers, directors, employees, agents, and representatives from and against any and all liability, claims, demands, damages, loss, judgments, costs, fees, and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom actually or allegedly caused by the ENGINEER or the ENGINEER's consultants, subcontractors, or suppliers, including, without limitation, any breach of contract or any negligent acts, errors, or omissions in the performance of the professional services provided pursuant to or as a result of this Agreement. Neither, the OWNER nor the ENGINEER shall be obligated to indemnify the other party in any manner whatsoever for the other parties own negligence.

ARTICLE 11- MISCELLANEOUS PROVISIONS

11.1 GOVERNING LAW

This Agreement shall be governed by the law of the State of Alabama.

11.2 INTENT AND INTERPRETATION

11.2.1 The intent of this contract is to require complete, correct and timely execution of the work. Any work that may be required, implied or inferred by the contract documents, or any one or more of them, as necessary to produce the intended result shall be provided by the ENGINEER.

11.2.2 This contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one contract document shall be considered as required by the contract.

11.2.3 When a word, term or phrase is used in this contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the engineering industry; and third, if there is no generally accepted meaning in the engineering industry, according to its common and customary usage.

11.2.4 The words "include", "includes", or "including", as used in this contract, shall be deemed to be followed by the phrase, "without limitation".

11.2.5 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this contract.

11.2.6 Words or terms used as nouns in this contract shall be inclusive of their singular and

plural forms, unless the context of their usage clearly requires a contrary meaning.

11.3 TIME IS OF THE ESSENCE

Time limitations contained herein, or provided for hereby, are of the essence of this Agreement. The ENGINEER understands and acknowledges that time is of the essence in completion of the PROJECT and that the OWNER will incur damages if the PROJECT is not completed on time.

11.4 SUCCESSORS AND ASSIGNS

The ENGINEER shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the OWNER. Subject to the provisions of the immediately preceding sentence, the OWNER and the ENGINEER, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be party hereof, nor shall it be construed as giving any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

11.5 NO THIRD-PARTY BENEFICIARIES

This Agreement shall inure solely to the benefit of the parties hereto and their successors and assigns. Nothing contained herein is intended to or shall create a contractual relationship with, or any rights in favor of, or any cause of action in favor of, any third party, against the OWNER or the ENGINEER.

11.6 INTELLECTUAL PROPERTY/ CONFIDENTIALITY

All information, documents, and electronic media, computer source code furnished by the OWNER to the ENGINEER belong to the OWNER, are considered proprietary and confidential, unless otherwise indicated by the OWNER, and are furnished solely for use on the OWNER's PROJECT. Such information, documents, and electronic media, computer source code shall be kept confidential by the ENGINEER, shall only be released as necessary to meet official regulatory requirements in connection with the PROJECT, and shall not be used by the ENGINEER on any other PROJECT or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than services rendered to the OWNER hereunder is specifically authorized in writing by the OWNER in advance. This Section 11.6 shall survive the expiration of this Agreement.

11.7 SUBCONTRACT REQUIREMENTS

The ENGINEER shall include the terms and conditions of this Agreement in every subcontract or agreement with a consultant for this PROJECT so that these terms and conditions shall be binding upon each subcontractor or consultant. The subcontractor(s)/consultant(s) will maintain all licenses and certifications to practice its profession or trade by all public entities having jurisdiction over the PROJECT. The subcontractor(s)/consultant(s) further represent to the OWNER that the subcontractor(s)/consultant(s) will maintain all necessary licenses, certifications, permits or other authorizations necessary for the PROJECT until the remaining duties hereunder have been satisfied.

11.8 NOTICES

Unless otherwise provided, all notices shall be in writing and considered duly given if the

original is hand delivered, or is sent by U.S. Mail, postage prepaid to City of Huntsville Engineering, P. O. Box 308 (35804), 305 Fountain Circle (35801), Huntsville, AL. All notices shall be given to the addresses set forth above. Notices, hand delivered shall be deemed given the next business day following the date of delivery. Notices given by U.S. Mail shall be deemed given as of the second business day following the date of posting.

11.9 FEDERAL IMMIGRATION LAW

By signing this Agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

11.10 STRICT COMPLIANCE

No failure of the OWNER to insist upon strict compliance by the ENGINEER with any provision of this Contract for Professional Services shall operate to release, waive, discharge, modify, change or affect any of the ENGINEER's obligations.

11.11 WAIVER

No provision of this Agreement may be waived except by written agreement of the parties. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion, unless specifically stated in writing. A waiver of any provision shall not affect or alter the remaining provisions of this Agreement.

11.12 SEVERABILITY

If any provision of this Agreement, or the application thereof, is determined to be invalid or unenforceable, the remainder of that provision and all other provisions of this Agreement shall remain valid and enforceable.

11.13 ETHICS

The ENGINEER shall not offer or accept any bribes or kickbacks from or to any manufacturer, consultant, trade contractor, subcontractor, supplier or any other individual or entity in connection with the PROJECT. The ENGINEER shall not confer on any governmental, public or quasi-public official having any authority or influence over the PROJECT any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised. The ENGINEER shall not, without the express written permission of the OWNER, engage or recommend to the OWNER engagement of any consultant, trade contractor, subcontractor, or supplier to provide services on behalf of the ENGINEER, OWNER or PROJECT in which the ENGINEER has a direct or indirect proprietary or other pecuniary interest; or call for the use of or by exclusion require or recommend the use of products, materials, equipment, systems, processes or procedures in which the ENGINEER or in which any consultant, trade contractor, subcontractor, or supplier of the ENGINEER has a direct or indirect proprietary or other pecuniary interest. Without prior notification and written approval of the OWNER, the ENGINEER and the ENGINEER'S sub-consultants shall not offer services to the OWNER'S contractor.

11.14 ENTIRE AGREEMENT

This Agreement represents the entire agreement between the OWNER and the ENGINEER and supersedes all prior communications, negotiations, representations or agreements,

either written or oral. This agreement may be amended only by written instrument signed by both OWNER and ENGINEER.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ENGINEER:
GOODWYN, MILLS & CAWOOD, INC.

OWNER:
CITY OF HUNTSVILLE

BY: _____
Tim Westhoven

BY: _____
Tommy Battle

TITLE: _____
Transportation Manager

TITLE: _____
Mayor

ATTEST: _____

ATTEST: _____

Given under my hand this _____ day

Given under my hand this _____ day

Of _____, 2025.

Of _____, 2025.

Notary Public

Notary Public

My commission expires _____

My commission expires _____

ATTACHMENT 1-SCOPE OF SERVICES

(Refer to letter dated May 21, 2025, from Charles Wright to Kathy Martin and attachments).



Goodwyn Mills Cawood

117 Jefferson Street North
Huntsville, Alabama 35801

T (256) 539-3431
F (256) 536-9913

www.gmcnetwork.com

May 21, 2025

City of Huntsville Engineering Department
305 Fountain Circle SW
Huntsville, AL 35801

RE: Revised Proposal for Engineering Design Services
Big Cove Greenway Extension Project
Huntsville, AL

*Ken
Stamps*

Dear Ms. Martin:

Goodwyn Mills Cawood LLC is pleased to have this opportunity to offer a revised proposal for the above referenced project. The project scope of work will include field survey, required environmental work and preparation of sidewalk and greenway construction plans in accordance with ALDOT design standards. Following is a detailed scope of work for the survey, environmental and design services. A man-day and fee proposal is attached

Field Survey

The City of Huntsville will provide available GIS information that will be incorporated into the limited scope of ground survey to be performed by GMC. This will decrease the survey scope to be performed by GMC.

Topographic Survey

- GMC will identify specific locations where existing ditches will drain across and under the proposed greenway. A single line drainage cross section will be surveyed at each of these locations.
- Mapping will include utilities as marked by 811 and any information provided by the client.

Clarifications

- The present right-of-way along all streets will be established using found monumentation, tax maps and any available right-of-way maps.

Environmental

GMC along with the cultural resource subconsultant will provide the documentation needed for the anticipated Programmatic Categorical Exclusion (PCE). It is anticipated ALDOT will compile the provided documentation, create the PCE document and submit for approval. Should the environmental document change to a Categorical Exclusion (CE) then a supplemental fee will be needed by GMC to create the document and submit for approval.

Sidewalk/Trail Plans

The scope of work will include the design and development of plans for the construction of a new 12' wide asphalt greenway trail, removal of existing sidewalks, and construction of new, primarily 5' wide sidewalks, except in areas where widening the sidewalk poses significant problems to existing residential structures. All trails and sidewalks will be designed to meet



ADA standards. The proposed project will run along the eastern side of Big Cove Creek from Cranfield Road Se to Caldwell Road SE. The new sidewalk will run along the south side of Caldwell Road Se from the Greenway easterly to Natures Trail SE. The design plans will be typical design plans including typical sections, plan/profile, drainage sections, traffic control, erosion control and construction details. Based on conversations with the City of Huntsville cross sections will not be included in the plans. The design will be based on ALDOT standards and specifications. It is anticipated that there will be two easements necessary for acquisition. GMC will provide the legal descriptions and tract sketches for these included in the Sidewalk/Trail Design Plans fee below. It is anticipated that the City will use this information to assemble the deeds and perform the acquisition utilizing their legal staff.

If this proposal meets your approval, please have the appropriate authority sign below and return a copy to my attention. Please contact me if you require any additional information or if we may be of any further assistance.

Sincerely,
GOODWYN, MILLS AND CAWOOD, INC.

Charles E Wright

Charles E. Wright
Transportation Manager,

Approved:

Date: _____

Project No.	
County	Madison
Description	Big Cove Greenway - Cranfield to Natures Trail
Scope of Work	Grade, Drain Base and Pave
Project Length	1.00 Miles
Consultant GMC	
Supporting Documentation for ROW Fee Proposal	

Date of Research	Parcel Tax ID #	# of Takings
		2

Total Takings: 2

Project No. _____ County Madison Description Big Cove Greenway - Cranfield to Natures Trail Scope of Work Grade, Drain Base and Pave Project Length 1.00 Miles Consultant GMC			
ROW Map, Tract Sketches and Deeds	Engineer	Tech/CADD	Clerical
Estimated number of takings= 2			
Task A: Right-of-Way Map	0.25	0.50	0.00
Task B: Tract Sketches	0.25	0.50	0.00
Task C: Deeds	0.50	0.50	0.50
	0.00	0.00	0.00
	0.00	0.00	0.00
TOTALS	1.00	1.50	0.50

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

Project No. _____			
County Madison			
Description Big Cove Greenway - Cranfield to Natures Trail			
Scope of Work Grade, Drain Base and Pave			
Project Length 1.00 Miles			
Consultant GMC			
Fee Proposal (ROW Map, Tract Sketches & Deeds)			
PERSONNEL COST			
	Man-days x Daily Rate		
Project Manager (10% of Eng.)	0.10	\$ 585.52	\$ 58.55
Engineer	1.00	\$ 372.32	\$ 372.32
Engineering Technician/CADD	1.50	\$ 267.84	\$ 401.76
Clerical	0.50	\$ 243.84	\$ 121.92
Total Direct Labor			\$ 954.55
Combined Overhead (%)	210.95		\$ 2,013.62
Out-of-Pocket Expenses**			\$ -
Sub-Total			\$ 2,968.17
Operating Margin (10%)			\$ 296.82
Sub-Total			\$ 3,264.99
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			\$ -
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ -
Sub-Total			\$ 3,264.99
Facilities Capital Cost of Money (% of Direct Labor)	0.64		\$ 6.11
TOTAL FEE			\$ 3,271.10

**See Grand Total Fee sheet

Project No. _____ County Madison _____ Description Big Cove Greenway - Cranfield to Natures Trail _____ Scope of Work Grade, Drain Base and Pave _____ Project Length 1.00 Miles _____ Consultant GMC				
FIELD SURVEY	PLS	Crew	Tech/CADD	Clerical
Based on a 3 Man Crew				
Task A: Mobilization and Basic Control Survey				
A-1 Mobilize/Demobilize/Traffic Signage	0.50	1.00	0.00	0.00
A-2 Contact Property Owners	0.00	0.00	0.00	0.50
A-3 Perform Basic Control Survey	0.00	0.50	0.00	0.00
A-4 Conduct On-site Inspection	0.50	0.00	0.50	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
Task A Totals	1.00	1.50	0.50	0.50
Task B: Project Alignment and Profile				
B-1 Run Closure of Basic Control Survey/Prepare Closure Diagram	0.00	0.00	0.00	0.00
B-2 Establish Centerline/Obtain Ground Profile	0.00	0.50	0.00	0.00
B-3 Obtain Topographic Data	0.00	0.50	1.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
Task B Totals	0.00	1.00	1.00	0.00
Task C: Supplemental Control Surveys and Data Gathering				
C-1 Traverse Cross-Roads and Railroads	0.00	0.00	0.00	0.00
C-2 Stream Topography & Cross Sections/Complete HYD-100 & 101 Forms	0.00	1.50	0.00	0.00
C-3 Define Drainage Areas/Prepare Schematic Drainage Map	0.00	0.00	0.00	0.00
C-4 Obtain Cross-Sections at 20 Meter Intervals and Ground Break Points	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
Task C Totals	0.00	1.50	0.00	0.00
Task D: Utility Surveys, Drainage Sections and Compilation of Data				
D-1 Locate Utilities & Existing Conditions	0.00	0.50	0.00	0.00
D-2 Obtain Hydrological Location Survey	0.00	1.00	0.00	0.00
D-3 Tie All Available ROW Markers, Section & Front Corners	1.00	0.50	0.50	0.00
D-4 Obtain Copies of Latest Deeds	0.50	0.00	0.00	0.00
D-5 Set & Reference PIs, PCs, POTs, POCs, & other critical points	0.00	0.00	0.00	0.00
D-6 Reduce Survey Field Notes & Drafting	0.25	0.00	0.50	0.00
D-7 Submit Work for Review	0.25	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
Task D Totals	2.00	2.00	1.00	0.00
TOTALS	3.00	6.00	2.50	0.50

Project No. _____			
County Madison			
Description Big Cove Greenway - Cranfield to Natures Trail			
Scope of Work Grade, Drain Base and Pave			
Project Length 1.00 Miles			
Consultant GMC			
Fee Proposal (Field Survey)			
PERSONNEL COST			
	Man-days x Daily Rate		
Project Manager (10% of PLS)	0.30	\$ 585.52	\$ 175.66
PLS	3.00	\$ 366.32	\$ 1,098.96
Survey Crew (see man-day sheet)	6.00	\$ 574.24	\$ 3,445.44
Engineering Technician/CADD	2.50	\$ 267.84	\$ 669.60
Clerical	0.50	\$ 243.84	\$ 121.92
Total Direct Labor			\$ 5,511.58
Combined Overhead (%)	210.95		\$ 11,626.68
Out-of-Pocket Expenses**			\$ -
Sub-Total			\$ 17,138.26
Operating Margin (10%)			\$ 1,713.83
Sub-Total			\$ 18,852.09
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
		\$	-
		\$	-
		\$	-
Subconsultant Administration Expense (5%)		\$	-
Sub-Total			\$ 18,852.09
Facilities Capital Cost of Money (% of Direct Labor)	0.64	\$	35.27
TOTAL FEE			\$ 18,887.36

**See Grand Total Fee sheet

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Alabama Department of Transportation

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Project No. _____ County <u>Madison</u> Description <u>Big Cove Greenway - Cranfield to Natures Trail</u> Scope of Work <u>Grade, Drain Base and Pave</u> Project Length <u>1.00 Miles</u> Consultant <u>GMC</u>					
CORRIDOR STUDY	Environmental Engineer	Sr. NEPA Specialist	Env Scientist	Environ. Tech	Clerical
Task A: Preliminary Coordination and Meetings					
A-1 Obtain & Study State Supplied Maps	0.00	0.25	0.50	0.00	0.00
A-2 Prepare Corridor Base Maps, Identify Features & Env. Sensitive Areas	0.00	0.25	1.00	0.00	0.00
A-3 Conduct/Attend Project Kickoff Meeting with ALDOT/FHWA	0.00	0.25	0.00	0.00	0.00
A-4 Prepare Preliminary Maps of Corridor Study Area	0.00	0.25	1.00	0.00	0.00
Task A Totals	0.00	1.00	2.50	0.00	0.00
Task B: Field Studies and Regulatory Concurrences					
B-1 Conduct Wetland Delineation	0.00	1.00	1.00	0.00	0.00
B-2 Conduct Threatened and Endangered Species Survey	0.00	0.25	0.25	0.00	0.00
B-3 Coordinate Cultural Resource Assessment	0.00	0.25	0.00	0.00	0.00
B-4 Preparation of reporting to ALDOT ETS	0.00	0.25	0.50	0.00	0.00
Task B Totals	0.00	1.75	1.75	0.00	0.00
Task C: Public Involvement Meeting					
C-1 Prepare Maps and Presentation for Meeting	0.00	0.25	1.00	0.00	0.00
C-2 Coordination with ALDOT and FHWA	0.00	0.25	0.50	0.00	0.00
C-3 Attend and Present at Meeting	0.00	0.00	0.00	0.00	0.00
C-4 Review Comments and Assist in Preparation of Responses	0.00	0.25	0.00	0.00	0.00
Task C Totals	0.00	0.75	1.50	0.00	0.00
Task D: Coordination Meetings / Draft Submittals /Document Approval					
D-1 Coordination Meetings with ALDOT/FHWA	0.00	0.50	0.00	0.00	0.00
D-2 Submittal of Draft Reports	0.00	0.25	0.50	0.00	0.00
D-3 Submittal of Draft 2	0.00	0.00	0.00	0.00	0.00
D-4 Final Submission/Approval of CE	0.00	0.50	1.00	0.00	0.00
Task D Totals	0.00	1.25	1.50	0.00	0.00
TOTALS	0.00	4.75	7.25	0.00	0.00

Form Revised 1-3-13

5/21/2025

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Project No. _____			
County <u>Madison</u>			
Description <u>Big Cove Greenway - Cranfield to Natures Trail</u>			
Scope of Work <u>Grade, Drain Base and Pave</u>			
Project Length <u>1.00</u> Miles			
Consultant <u>GMC</u>			
Fee Proposal (Corridor Study)			
PERSONNEL COST			
	Man-days	x	Daily Rate
Project Manager (10% of Eng. & Env.)	0.00	\$	585.52
Environmental Engineer	0.00	\$	372.32
Senior Environmental NEPA Specialist	4.75	\$	423.04
Environmental Scientist	7.25	\$	238.64
Clerical	0.00	\$	238.64
	0.00	\$	243.84
Total Direct Labor		\$	3,739.58
Combined Overhead (%)	206.74	\$	7,731.21
Out-of-Pocket Expenses**		\$	-
Sub-Total		\$	11,470.79
Operating Margin (10%)		\$	1,147.08
Sub-Total		\$	12,617.87
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
Cultural Resource Survey		\$	3,766.72
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
Subconsultant Administration Expense (5%)		\$	188.34
Sub-Total		\$	16,572.93
Facilities Capital Cost of Money (% of Direct Labor)	1.14	\$	42.63
TOTAL FEE		\$	16,615.56

**See Grand Total Fee sheet

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Alabama Department of Transportation

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Project Number _____ CPMS # _____	
County <u>Madison</u>	
Description <u>Big Cove Greenway - Cranfield to Natures Trail</u>	
Scope of work <u>Grade, Drain Base and Pave</u>	
Length <u>1.00</u> Miles	
Consultant <u>GMC</u>	

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
TITLE SHEET	1.00	0.10	0.10	0.25	0.25
INDEX SHEET	1.00	0.10	0.10	0.50	0.50
GEOMETRIC LAYOUT/SURVEY CONTROL	2.00	0.25	0.50	0.25	0.50
PROJECT NOTE SHEET (Project)	1.00	0.25	0.25	0.25	0.25
PROJECT NOTE SHEET (TCP)	1.00	0.25	0.25	0.25	0.25
PROJECT NOTE SHEET (Signage)	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (Signals)	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (ITS)	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (Lighting)	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (Traffic Loops)	0.00	0.00	0.00	0.00	0.00
PLANS LEGEND & ABBREVIATIONS	2.00	0.00	0.00	0.00	0.00
TYPICAL SECTIONS					
Main Roadway	1.00	1.00	1.00	1.50	1.50
Cross Roads	0.00	0.00	0.00	0.00	0.00
Details	1.00	1.00	1.00	1.50	1.50
Curb & Gutter/Misc Details	0.00	0.00	0.00	0.00	0.00
Ditches	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
SUMMARY SHEET					
Main Summary	1.00	0.50	0.50	1.50	1.50
SUMMARY BOX SHEETS					
Roadway Drainage (non-culvert)	0.50	0.50	0.25	0.50	0.25
Culvert Extension, New Culvert	0.00	0.00	0.00	0.00	0.00
Bridge Culvert Extension, New Bridge Culvert	0.00	0.00	0.00	0.00	0.00
Guardrail/End Anchors	0.00	0.00	0.00	0.00	0.00
Slope Paving (Under Bridges)	0.00	0.00	0.00	0.00	0.00
Spillway	0.50	0.50	0.25	0.50	0.25
Signing	0.50	0.50	0.25	0.50	0.25
Base & Pavement	0.50	0.50	0.25	0.50	0.25
Bridge	0.00	0.00	0.00	0.00	0.00
Striping & Pavement Markings	0.50	0.50	0.25	0.50	0.25
Curb & Gutter	0.00	0.00	0.00	0.00	0.00
Bridge End Slabs	0.00	0.00	0.00	0.00	0.00
Roadway Lighting	0.00	0.00	0.00	0.00	0.00
Signals	0.00	0.00	0.00	0.00	0.00
ITS	0.00	0.00	0.00	0.00	0.00
Sidewalk	0.50	0.50	0.25	0.50	0.25
Slope Paving (Ditches)/Ditch Summary	0.00	0.00	0.00	0.00	0.00
Concrete Safety Barrier	0.00	0.00	0.00	0.00	0.00
Retaining Wall	0.00	0.00	0.00	0.00	0.00
Misc. Boxes	1.00	0.50	0.50	0.50	0.50
Erosion Control	0.50	0.50	0.25	0.50	0.25
Removal Items	0.50	0.50	0.25	0.50	0.25
Utility Relocation	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
PLAN & PROFILE					
Greenway/Sidewalk (20 Scale)(Striping Incl.)	5.00	1.00	5.00	1.50	7.50
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
Retaining Walls	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00

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Alabama Department of Transportation

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ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
PAVING LAYOUT (includes signing & striping)					
Mainline	0.00	0.00	0.00	0.00	0.00
Crossroads	0.00	0.00	0.00	0.00	0.00
Intersections	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
INTERCHANGES					
Geometrics	0.00	0.00	0.00	0.00	0.00
Ramps Profiles	0.00	0.00	0.00	0.00	0.00
Site Grading	0.00	0.00	0.00	0.00	0.00
Cross Sections	0.00	0.00	0.00	0.00	0.00
Signing	0.00	0.00	0.00	0.00	0.00
Ramp Gore Details	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
TRAFFIC CONTROL					
Sequence of Construction	0.50	0.25	0.13	0.50	0.25
Summary & Items	0.50	0.25	0.13	0.50	0.25
Typical Section Sketches	1.00	0.25	0.25	0.50	0.50
Layout Sheets (signs, devices, shifts, etc.)	0.00	0.00	0.00	0.00	0.00
Special Drawings	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
SIGNING					
Sign Layout	0.00	0.00	0.00	0.00	0.00
Sign X-Section	0.00	0.00	0.00	0.00	0.00
Sign Panel Details	0.00	0.00	0.00	0.00	0.00
Soils Data Sheets (provided by ALDOT)	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
SIGNALIZATION					
Signal Layout and Traffic Analysis (1 per site)	0.00	0.00	0.00	0.00	0.00
Traffic Counts (1 per site)	0.00	0.00	0.00	0.00	0.00
Signal Warrant Analysis (1 per site)	0.00	0.00	0.00	0.00	0.00
Soils Data Sheets (provided by ALDOT)	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
ITS					
Systems Engineering	0.00	0.00	0.00	0.00	0.00
Special Study	0.00	0.00	0.00	0.00	0.00
Legend	0.00	0.00	0.00	0.00	0.00
Special Details	0.00	0.00	0.00	0.00	0.00
ITS Layouts	0.00	0.00	0.00	0.00	0.00
Optical Fiber Splice Charts	0.00	0.00	0.00	0.00	0.00
Fiber - Cable Routing Diagram	0.00	0.00	0.00	0.00	0.00
Specifications	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
LIGHTING					
Plan Layout	0.00	0.00	0.00	0.00	0.00
Demo Plans	0.00	0.00	0.00	0.00	0.00
Special Details	0.00	0.00	0.00	0.00	0.00
Soils & Passive Pressure (provided by ALDOT)	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00

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Alabama Department of Transportation

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ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
UTILITY SHEETS					
Utility Locations (plan/profile)	5.00	0.25	1.25	0.25	1.25
	0.00	0.00	0.00	0.00	0.00
DRAINAGE SECTIONS					
Pipe & Culvert X-Sect./Hydraulic Computations	2.00	1.00	2.00	2.00	4.00
Hydraulic Data Sheet	1.00	1.00	1.00	1.00	1.00
Details	1.00	1.00	1.00	1.50	1.50
	0.00	0.00	0.00	0.00	0.00
SOIL SHEETS					
Soil Boring Logs	0.00	0.00	0.00	0.00	0.00
Soil Profile	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
EROSION CONTROL					
Legend & Sequence	1.00	0.00	0.00	0.00	0.00
Phase I, II & III on Same Sheet	5.00	0.25	1.25	0.25	1.25
CBMPP & NOI	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
ROADWAY CROSS SECTIONS					
Greenway (2000'/50' /4 per Sht)(Creek Only)	0.00	0.00	0.00	0.00	0.00
Earthwork Summary	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
REVIEW COMMENTS					
30% Review			1.00		1.00
Plan-in-Hand Inspection			0.00		0.00
PS&E Inspection			1.00		1.00
Cost Estimates			0.50		0.50
Design Hearing			0.00		0.00
SUB-TOTAL	38.00		20.71		28.75
10% Supervision			2.07		
TOTALS	38.00		20.71		28.75

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Alabama Department of Transportation

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Project No. 0			
County Madison			
Description Big Cove Greenway - Cranfield to Natures Trail			
Scope of Work Grade, Drain Base and Pave			
Project Length 1.00 Miles			
Consultant GMC			
Fee Proposal (Roadway Plans)			
PERSONNEL COST			
	Man-days	x	Daily Rate
Project Manager (10% of Eng.)	2.07	\$	585.52
Engineer	20.71	\$	372.32
Engineering Technician/CADD	28.75	\$	267.84
Clerical	0.00	\$	243.84
	Total Direct Labor		\$ 16,623.18
Combined Overhead (%)	206.74		\$ 34,366.76
Out-of-Pocket Expenses**			\$ -
	Sub-Total	\$	50,989.94
Operating Margin (10%)		\$	5,098.99
	Sub-Total	\$	56,088.93
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
		\$	-
		\$	-
Subconsultant Administration Expense		\$	-
	Sub-Total	\$	56,088.93
Facilities Capital Cost of Money (% of Direct Labor)	1.14	\$	189.50
	TOTAL FEE	\$	56,278.43

**See Grand Total Fee sheet

PROPOSAL

for Conducting a Phase I Archaeological Survey of the Proposed Big Cove Greenway, Madison County, Alabama

Ben Hoksbergen
April 2025

Introduction

This proposal and the attached budget estimate were made at the request of Ms. Marie Bostick, Executive Director, Land Trust of North Alabama. The proposed project is to fulfill requirements for Cultural Resource Management of historic properties potentially affected by the construction of a greenway trail along Big Cove Creek in Owens Crossroads, Madison County, Alabama (Fig. 1).

This survey is being conducted in response to a request by the Alabama Historical Commission (AHC) due to partial funding through an Alabama Department of Transportation (ALDOT) Transportation Alternatives Program (TAP) grant.

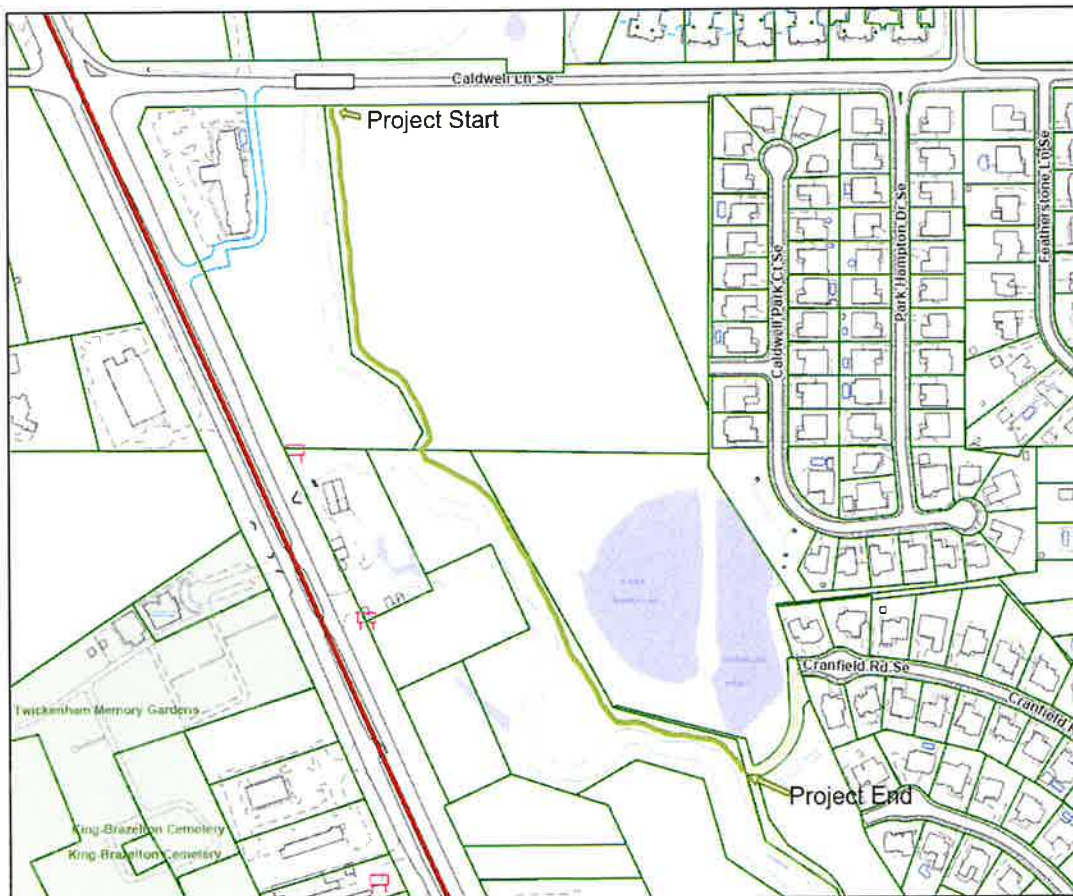


Figure 1. Parcel map showing Area of Potential Effect of proposed greenway trail.

The Area of Potential Effect (APE) of the proposed greenway corridor extends along the east side of Big Cove Creek from the terminus of the current greenway at Cranfield Road north-northwestward to Caldwell Lane for a distance of approximately 700 m (2300 ft). From there, a proposed sidewalk corridor will extend eastward along the south side of Caldwell Lane for about 300 m (1000 ft). The greenway corridor will not exceed 12 m (40 ft) in width.

Background Research

Prior to initiation of field work, archival background research will be conducted in order to compile information on known cultural resources in the area and determine the potential for cultural resources within and near the APE. Sources that will be consulted include the Alabama State Site File (ASSF), the National Archaeological Database (NADB), local and county histories, real property deeds, probate records, genealogical records, census records, and any other historical documents which may provide information on the resources which may be encountered.

Survey Methodology

The entire Area of Potential Effect (APE) for the new section of proposed greenway including the entire trail alignment and sidewalk will be subject to pedestrian survey in a single transect. All non-inundated terrain with slopes less than 30° will be subject to shovel testing. In general, this will include a single transect of shovel tests at 30 m intervals down the centerline of the proposed greenway trail. Any small promising landforms within the APE that fall outside of the 30 m grid will be singled out for additional shovel testing to ensure coverage of all areas of high archaeological potential. Gravel bars and cut bank exposures along adjacent waterways will also be examined for exposed artifacts and cultural deposits. Areas that have clearly been graded to depths below the A-horizon or that have been buried by introduced fill at depths above 1 m (3 ft) will be subject to pedestrian survey, but will not be shovel tested. Deep naturally-stratified soils will be shovel tested to depths of 1 m, but stratified soils with the potential for Holocene deposits at greater depths may require deep mechanical excavation beyond the scope of this current project. If soils such as these are identified, their location will be noted in the final report along with recommendations for further investigation.

All shovel tests will be 30 cm in diameter and will be excavated to at least 10 cm into artifactually-sterile subsoil. All fill from shovel tests will be screened through ¼ inch hardware cloth. All subsurface tests will be thoroughly backfilled upon completion.

Positive shovel tests will be delineated with additional shovel tests at 10 m intervals in a cruciform pattern until at least two negative shovel tests are excavated in every direction or until a geographical barrier or property line is reached. Extremely large sites will only be shovel tested on a 30 m grid except along the site margins where the boundaries will be defined with delineation shovel tests spaced at 10 m intervals.

In the unlikely event that human skeletal material or other human remains or funerary items are encountered, law enforcement will be contacted, and the remains will be documented in the field and will not be collected. If present, reporting will include a recommendation for management of human burials or other sites containing human remains.

Sites will be defined as any concentration of three or more artifacts spatially associated within 60 m of one-another. Anything less will be considered an isolated find (IF) which will be assigned an IF number and will be documented in the project report, but will not be assigned a trinomial state site number.

The locations of all shovel tests, surface finds, archaeological surface features, and architectural features will be recorded with a sub-meter hand-held GPS. This spatial data will be imported into a GIS and used to create survey maps and to build polygons defining the boundaries of each site.

The historical context, depositional integrity, and potential to yield important new information regarding the time periods represented will all be assessed in order to reach a determination of the significance and NRHP eligibility of each resource. All four criteria for listing on the NRHP as defined in 36 CFR 800 will be considered in evaluating each resource.

All required work will be conducted by professional archaeologists who meet the Secretary of the Interior's Guidelines for Professional Archaeologists and the Professional Qualification Guidelines of the AHC.

Lab Methodology and Curation

All recovered artifacts will be bagged according to individual provenience and transported back to the laboratory for processing. All non-ferrous artifacts will be washed in cold water and cleaned with a soft-bristled toothbrush. Ferrous artifacts will be dry-brushed with a wire brush.

All artifacts will be inventoried according to appropriate regionally-recognized artifact types. Once inventoried, they will be transferred to clean polyethylene bags which will be labeled on the exterior and with an acid-free tag on the interior and placed in a larger poly bag containing all the artifacts from each site.

Once so prepared, all collected artifacts will be delivered to the Erskine Ramsay Archaeological Repository in Moundville, Alabama for permanent curation.

Reporting

An ASSF form will be filled out and submitted for any new archaeological site identified during the course of this project. A site update will be submitted for any previously-recorded sites that are investigated.

Documentation of the survey will be detailed in a brief technical report which will include the project description, the results of the background research, a detailed description of the methodology, project maps, and references.

Two copies of a draft report will be submitted to the client for review. Any comments on the draft will be addressed, after which four copies of the final report will be submitted. The client will submit a copy of the final draft report to the AHC for review and concurrence.

Schedule

Work will commence upon instruction from the client to proceed. The draft report will be submitted to the client for review within 30 days of completion of field work. The final report will be submitted to the client within 15 days of receipt of comments on the draft report.

**Cost Estimate
for
Phase I Archaeological Survey of Proposed Greenway along Big Cove Creek
in Huntsville, Madison County, AL**

	Hours	Rate	Days	Cum. Weeks	Total
Archival Research					
Archaeologist (1)	8	\$ 57.85	1	1	\$ 462.80
<i>Sub -TOTAL</i>					\$462.80
Field Work					
Archaeologist (1)	16	\$ 57.85	2	1	\$ 925.60
<i>Sub -TOTAL</i>					\$925.60
Laboratory Work					
Archaeologist (1)	8	\$ 57.85	1	1	\$ 462.80
<i>Sub - TOTAL</i>					\$462.80
Report Preparation					
Archaeologist (1)	24	\$ 57.85	3	2	\$ 1,388.40
<i>Sub - TOTAL</i>					\$1,388.40
Total Labor	56		7	2	\$3,239.60
Direct Costs					
Mileage	64 miles	\$ 0.58			\$ 37.12
Curation/Cubic Foot	1 box	\$ 450.00			\$ 450.00
Reports & Printing (4 copies)	80 pages	\$ 0.50			\$ 40.00
Total Direct Costs					\$527.12
Project Total					\$3,766.72

DATE March 15, 2025


 BEN HOKSBERGEN, MA
 Archaeological Consultant
 3873 US Highway 72
 Paint Rock, AL 35764

A. General Information. Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): Goodwyn, Mills & Cawood Inc
- City of Huntsville current taxpayer identification number (if available): 25760
(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):

<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input type="checkbox"/> LLC (Multi-Member)	Number & State:
<input checked="" type="checkbox"/> Corporation	Number & State: <u>104-406 AL</u>
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

C. Entity I.D. Numbers. If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: www.sos.state.al.us/, under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.**D. Formation Documents.** Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, are not required unless: (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.

Signature: Barbara Baker Title (if applicable): Comptroller
Type or legibly write name: BARBARA BAKER Date: 12/16/11

ATTACHMENT 3
CITY OF HUNTSVILLE STANDARDS AND DESIGN GUIDES

1. City of Huntsville Standard Specifications for Construction of Public Improvements. Contract Projects, 1991.
2. City of Huntsville Engineering Standards, 1991.
3. City of Huntsville Design and Acceptance Manual for Force Mains and Pump Stations, 2011.
4. City of Huntsville Design and Acceptance Manual for Sanitary Sewers, 2011.
5. Alabama Department of Transportation Standard Specifications for Highway Construction, Current Edition.
6. City of Huntsville Subdivision Regulations, 1991.

ATTACHMENT 4 **DESIGN REVIEWS**

0% COMPLETE – PRE-DESIGN CONFERENCE

The ENGINEER shall meet with the OWNER at a 0% complete - Pre-Design Conference. The OWNER's representative (Project Engineer) will be introduced.

CONFERENCE FORMAT

The pre-design meeting will be initiated by the OWNER. The purpose of the conference will be to give the ENGINEER an opportunity to discuss the design of the PROJECT, to visit the PROJECT site, to receive copies of OWNER -furnished documents, if applicable, and to meet the OWNER'S Project Engineer and other personnel working on the PROJECT.

ATTENDEES: (Required)

- | | |
|--|------------------------|
| • ENGINEER | • Landscape Management |
| • ALDOT (as appropriate for the type of project) | • Utilities |
| • Real Estate | • Traffic Engineering |
| | • Planning |

DISCUSSION TOPICS :

- | | |
|---|--|
| • Authority of OWNERS representative (Written submittal made to the ENGINEER) | all utilities that need to be contacted. |
| • Scope of Work | • Tree Ordinance |
| • Time Requirements | |
| • Budget Restraints | |
| • Testing Requirements | |
| • Permit Responsibilities | |
| • Design criteria | |
| • LC&E requirements | |
| • Plan Requirements | |
| • Special Conditions | |
| • Utility Project Notification and a list of | |

REQUIRED SUBMITTALS TO THE PROJECT ENGINEER

1. A Certificate of Insurance for the ENGINEER and the ENGINEER's sub-consultants shall be submitted to the OWNER's PROJECT ENGINEER per Section 10.6.
2. Prior to the Pre-Design Conference, a completed **draft** design criteria document shall be prepared to the best of the ENGINEER'S ability and in conformance with his fee proposal and will serve as the basis of a discussion topic during the Pre-Design Conference. A **final** version of the design criteria based upon discussion during the meeting shall be prepared by the ENGINEER and distributed with the meeting minutes. A copy of a design criteria format may be found on the City of Huntsville web site at <http://www.huntsvilleal.gov/engineering/index.php>.
3. Within seven (7) calendar days of the 0% Complete - Pre-Design Conference, the ENGINEER shall submit to the OWNER's Project Engineer two color copies and an electronic copy of a schedule in Microsoft Projects format showing the critical path and indicating the time frame for the required milestone events and submittals outlined in this document. The schedule shall support a PROJECT completion date in accordance with the Period of Services in Article 6. When approved, a baseline of the schedule shall be saved from which variances in the schedule can be measured and evaluated.

ATTACHMENT 4 **DESIGN REVIEWS**

30% COMPLETE – CONCEPTUAL DESIGN

This design review is to show the OWNER how the functional and technical requirements will be met, to indicate the ENGINEER's approach to the solution of technical problems, to show compliance with design criteria or to justify noncompliance and to provide an estimate of probable cost. A field review shall be conducted at this juncture with the OWNER's staff and the ENGINEER to review the proposed field alignment of the PROJECT.

CONFERENCE FORMAT

ATTENDEES: (Required)

- Real Estate
- Landscape Management
- Utilities
- Traffic Engineering
- Planning
- City of Huntsville Construction Project Manager
- City of Huntsville Inspector
- City of Huntsville Environmental Representative

DISCUSSION TOPICS:

- ENGINEER presents recommended design/solutions along with other options and alternatives considered.
- ENGINEER presents updates on progress of permitting requirements
- ENGINEER presents progress on coordination with other project participants such as the State of Alabama, sub consultants, etc.
- ENGINEER presents budgetary constraints

REQUIRED SUBMITTALS TO THE PROJECT ENGINEER

1. A preliminary list of all permits to be obtained with associated fees.
2. An updated schedule in Microsoft Projects format showing the critical path shall be submitted.
3. Two color copies and an electronic copy of an updated schedule in Microsoft Projects format showing the critical path shall be submitted.
4. One (1) complete set of all approved permits including Location, Character, and Extent.

ATTACHMENT 4 **DESIGN REVIEWS**

60% COMPLETE – PRELIMINARY DESIGN CRITERIA

The review of the PROJECT at this point is primarily to insure that funding limitations are not being exceeded and to insure that the contract documents, design analysis and cost estimates are proceeding in a timely manner, and that the design criteria and previous review comments are being correctly interpreted. An additional review may be required by the OWNER to review changes proposed from previous submittals.

CONFERENCE FORMAT

ATTENDEES: (Required)

- Real Estate
- Landscape Management
- Utilities
- Traffic Engineering
- Planning
- City of Huntsville Construction Project Manager
- City of Huntsville Inspector
- City of Huntsville Environmental Representative

DISCUSSION TOPICS:

- Additional land acquisition needs, as required.
- Utility Project Notification and a list of all utilities that need to be contacted.
- Technical specifications for special construction items not covered under standard specifications or deviations from standard specifications.
- Update on progress of permitting requirements.
- Erosion control plan requirements, if required by the OWNER.
- Budget constraints.
- Progress on coordination with other project participants such as the City of Huntsville Real Estate Officer (Engineering Department), State of Alabama, sub consultants, etc.

REQUIRED SUBMITTALS TO THE PROJECT ENGINEER

1. One full size print copy and one ½ size print copy of all drawings that have incorporated previous comments shall be submitted. Plan/Profile drawings shall be 75% complete. Right-of way drawings shall be 100% complete at this submittal (reference Real Estate Division Plan Requirements Section entitled DRAWINGS, included at the end of this proposal)
2. An update to the schedule in Microsoft Projects format showing the critical path shall be submitted.
3. Unless determined to be inapplicable by the OWNER, Hydraulic reports 75% complete, shall be submitted.
4. Three (3) copies of preliminary plans for utilities shall be submitted.
5. Legal descriptions for takings shall be submitted. The information shall be 100% complete. (reference Real Estate Division Plan Requirements Section entitled DESCRIPTIONS, included at the end of this proposal)
6. Traffic Control Plan, if required. Plan shall be 60% complete at this submittal.
7. Detailed preliminary construction cost estimate shall be submitted.
8. Results of geotechnical investigations shall be submitted.
9. A list of comments made at the 30% review and a summary of each resolution.
10. Two color copies and an electronic copy of an update to the schedule in Microsoft Projects format showing the critical path shall be submitted.

ATTACHMENT 4 **DESIGN REVIEWS**

90% COMPLETE – FINAL REVIEW

The review of this submittal is to ensure that the design is in accordance with directions provided the ENGINEER during the design process.

CONFERENCE FORMAT

DISCUSSION TOPICS

Discussion topics will be handled open forum.

REQUIRED SUBMITTALS TO THE PROJECT ENGINEER

1. One full size print copy and one ½ size print copy of all drawings that have incorporated previous comments shall be submitted. Submittals include Plan/Profile drawings, Construction Details, Detailed cross-sections with cut and fill quantities and storm and sanitary sewer crossings, Erosion control plan, if required, Technical specifications, Right-of way drawings, Traffic Control Plan, Plans for Utilities, Signed Acceptance of Utility Project Notification Form by all affected parties, Design Calculations, and a final cost estimate. All submittals shall be 100% complete.
2. Any changes to Land Acquisition needs shall be identified and Legal descriptions for the changes shall be submitted.
3. A list of comments made at the 60% review and a summary of each resolution.
4. Calculations showing how quantities were determined for each bid item and how the item is to be measured in the field and paid. Three bound copies of corrected quantity calculations to match bid quantities. The following shall be required for each item:
 - Item Number
 - Item Description with standard specification used
 - Detailed calculation to include all measurements, conversion factors, and “standard” weights used
 - Final “calculated” amount and any “increased” amounts
 - Notes to include any deviation from referenced standard specifications

ATTACHMENT 4
DESIGN REVIEWS

100% COMPLETE – READY TO ADVERTISE

After the 90% review, the ENGINEER shall revise the construction documents by incorporating any comments generated during the previous design reviews. The ENGINEER shall prepare final hard copy contract specifications, prepare a bid form, and update the cost estimate as necessary.

ATTACHMENT 5 - ENGINEERS PERSONNEL FEE SCHEDULE



May 23, 2025

Goodwyn Mills Cawood

PO Box 242129
Montgomery, AL 36124

T: (205) 771-7700
F: (205) 270-1800

www.gmc-engineers.com

City of Huntsville
305 Fountain Circle SW
Huntsville, AL 35801

Re: Certified Labor Rates

Transportation	Name	Average Hourly Rate
01 Project Manager/QAQC		81.66
	Charles Wright	77.65
	Timothy Westhoven	85.68
04 Civil Engineer I		42.28
	Matthew Wert	42.28
05 Civil Engineer Intern		33.99
	Jeffrey Theo	37.92
	Timothy Richards	32.03
	Tyler Palm	32.03
13 Contract Administrator		31.25
	Clara Posala	31.25

Survey	Name	Average Hourly Rate
01 Senior Land Surveyor		53.24
	Kirk Clayton	53.24
02 Project Surveyor Manager		42.27
	Scott Campbell	42.27
03 Crew Chief		33.60
	Wesley Moore	33.60
05 Rodman		19.26
	Dustin Rainwater	19.26
06 Survey Tech III		36.21
	Anthony Styba	36.21

Environmental	Name	Average Hourly Rate
02 Senior Biologist		55.52
	Stuart Blackwell	55.52
08 Environmental Technician II		29.43
	Sherri Groghan	29.83
	Bradley Baldwin	29.03

All rates will remain in effect through the duration of the project

I certify the above rates to be correct.

David Gulino

ATTACHMENT 6 - PROGRESS REPORT
(Article 8)

PROGRESS REPORT NO. _____ FOR MONTH AND YEAR _____

PROJECT _____ PROJECT NO. _____

DATE _____ CITY'S PROJECT ENGINEER _____

CONSULTANT _____ CONSULTANT'S PROJ. MAN. _____

CURRENT MONTH % COMPLETE: _____ PREV. MONTH % COMPLETE: _____

ATTACH A "SHOULD HAVE STARTED TASKS REPORT" AND A "SLIPPING TASKS REPORT" FROM MICROSOFT PROJECTS THAT LISTS ALL ACTIVITY THAT IS BEHIND SCHEDULE.

ATTACH A "TASKS STARTING SOON" REPORT FROM MICROSOFT PROJECTS WITH A DATE RANGE OF THIRTY (30) DAYS AFTER THE DATE OF THIS PROGRESS REPORT.

STATE WHAT ACTION IS BEING TAKEN TO BRING PROJECT BACK TO SCHEDULE:

MILESTONE SUBMITTALS	SCHEDULED DATE	ACTUAL DATE
30%	_____	_____
60%	_____	_____
90%	_____	_____
100%	_____	_____
"FINAL" INVOICE SUBMITTED	_____	_____
SUBCONSULTANTS PAID IN FULL	_____	_____
CONTRACTED COMPLETION DATE: <u>December 13, 2025</u>	_____	_____

(These scheduled dates shall be agreed upon at the beginning of the project (Attachment 4) with the Project Engineer and noted monthly on each progress report. The scheduled contract completion date shall not be changed except by contract change order. Changes to the scheduled milestone submittal dates shall be accompanied by a new project schedule approved by the OWNER'S Project Engineer.)

UPDATED SCHEDULE ATTACHED? _____ YES _____ NO

*If yes, send an electronic copy to the Project engineer

COMMENTS:

This progress report (4 copies) shall be submitted monthly. Scheduled completion dates will not be extended without a contract modification.

CERTIFICATION: I certify that the stated information is true and accurate to the best of my knowledge.

CONSULTANT DATE

CITY PROJECT ENGINEER DATE

ATTACHMENT 7 - SUB CONSULTANTS ENGAGED BY THE ENGINEER
(Article 9.2)

CONSULTANT NAME AND ADDRESS	DESCRIPTION OF SERVICES	FEE
Ben Hoksbergen, MA Archaeological Consultant 3873 US Highway 72 Paint Rock, AL 35764	Cultural Resource Survey	\$3,766.72
	SUB-TOTAL	\$3,766.72
	5% Administrative Fee	\$188.33
	TOTAL	\$3,955.05

ATTACHMENT 8 - CONTRACT DOCUMENT REQUIREMENTS LIST

REQUIREMENT	SUBMIT TO	SUBMITTAL REQUIREMENT DATE	NUMBER OF COPIES	REFERENCE SECTION OF CONTRACT AND COMMENTS
Deviations from OWNER's standards.	OWNER	Prior to incorporating deviations.	2	Article 2.5
Products or materials specified by the ENGINEER that are available from only one source.	OWNER	Prior to 100% submittal.	2	Article 2.2
ADA grades, elevations and layout	OWNER	90% review, 100% complete	2	Article 2.6
Approval of ENGINEER's Request for Payment.	OWNER	Within ten (10) days of receipt of the request from the ENGINEER.	N/A	Article 3.4
Approval of ENGINEER submittals	OWNER	So as to cause no delay to the ENGINEER or the PROJECT.	N/A	Article 3.8
Change order changes that reduce construction requirements.	OWNER	Prior to authorizing a change.	N/A	Article 3.11
Any information pertaining to any claim.	OWNER	Immediately	2	Article 3.12
Information pertinent to the PROJECT, all criteria and full information as to OWNER's requirements, copies of all design and construction standards.	ENGINEER	So as to not delay the services of the ENGINEER.	2	Article 5.1, 5.2
Notification of delays.	ENGINEER; OWNER	Promptly	4	Article 6.1
ENGINEER's monthly invoices.	OWNER	Monthly	4	Article 8.1.1
Consultant progress report.	OWNER	Monthly	4	Article 8.1.1
Records, data, parameters, design calculations and other information.	OWNER	Cancellation of contract.	2	Article 9.7
Documentation, records of reimbursable expenses, record copies of all written communications, and any memoranda of verbal communications related to the PROJECT.	OWNER	Upon notice from the OWNER.	2	Article 9.4
Termination notification.	OWNER or ENGINEER	7 days prior to termination.	2	Article 9.10 & 9.11
Certificate of Insurance for ENGINEER.	OWNER	At 0% design conference	1	Article 10.2(B), 10.6, and Attachment 4.

Insurance cancellation, suspension, or reduction in coverage or limits.	OWNER	30 days prior to effective date except for cancellation which is 10 days notification.	1	Article 10.4(A)
Certificate of insurance for sub consultants/subcontractors.	OWNER	At 0% design conference.	1	Article 10.7
A schedule in Microsoft Projects format showing the critical path.	Project Engineer	Within 7 calendar days of Pre-design conference, 30% complete design review. 60% design review. Attachment 6	1 hard; 1 digital	Attachment 4
Drawings.	Project Engineer	30% complete design review, 60% design review, 90% review, and 100% complete.	3	Attachment 4
Cost estimate.	Project Engineer	30% complete design review, 60% review, 90% review, and 100% complete.	3	Attachment 4
Hydraulic reports.	Project Engineer	60% design review.	2	Attachment 4
Preliminary plans for utilities.	Project Engineer	60% design review.	3	Attachment 4
Real Estate Deliverables	Project Engineer	60% design review, 90% review, 100% complete.	Reference Real Estate Division Plan Requirements	Attachment 4, 14 Real Estate Plan Requirements at end of this proposal document
Traffic Control plan.	Project Engineer	60% design review.	N/A	Attachment 4
Results of geotechnical investigations.	Project Engineer	30% design review.	2	Attachment 4
Technical specifications.	Project Engineer	90% review, 100% complete.	N/A	Attachment 4
Relocation of Utilities	Project Engineer	0% review – list of all utilities that need to be contacted 60% review – from all affected parties 90% review – Signed Acceptance Utility Project Notification Form	2	Attachment 4, 10
Design Calculations	Project Engineer	90% review, 100% complete	1	Attachment 4
Digital copy of drawings.	Project Engineer	100% complete – 1 in .dgn format; 1 in .tiff or .pdf format	2	Attachment 4
Digital text files.	Project Engineer	100% complete.	1	Attachment 4
Bid Quantities.	Project Engineer	100% complete. Digital in Excel 2003 format and hard copy	3	Attachment 4
Permits and Permit Applications	Project Engineer	100% complete.	1	Attachment 4
Field notes.	Project Engineer	100% complete.	1	Attachment 4
Digital aerial photography.	Project Engineer	100% complete.	1	Attachment 4

Progress Report (Art. 8)	Project Engineer	30% complete design review, 60% design review, 90% design review, 100% completion stage.	4 hard; 1 digital monthly	Attachment 4
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ATTACHMENT 9 - REQUIREMENTS FOR DOCUMENT SUBMITTALS

DRAWINGS

All drawings shall be sized 24" x 36", unless otherwise approved by the OWNERS Project Engineer.

Title blocks shall as a minimum, contain the name of the project, date, city project number, and ENGINEER's name. The title block of drawings shall contain a space for the names of the preparer and the reviewer and/or checker. These blocks shall be signed on each submittal (See Attachment "11" for sample standard drawing format). Drawings shall contain alphanumeric revision designations. Drawings issued for review shall be issued with alpha revision designation and the revision letter shall be changed for each submittal containing drawing changes. Drawings issued for construction shall be issued with numeric designation at revision level "0" and described as "Issued for Construction" in the revision description block. Subsequent drawing changes require the revision level to be raised using successively higher numbers and the changes to be marked by circling and briefly described in a revision block.

All drawings shall be prepared in Micro station .DGN format, unless otherwise approved by the OWNERS Project Engineer. Transmittal letters shall consist of a list of files being submitted, a description of the data in each file, and a level/layer schematic of each design file. DGN design files shall have working units as follows: master units in US Survey feet, no sub-units, and 1,000 positional units. All data submitted shall use NAD83(2011) datum for horizontal control and NAVD88 (based upon latest Geoid) for vertical control. Since these surveys originate and terminate at points with datum adjusted Alabama State Plane Coordinates, all computed coordinates shall be datum adjusted NAD83(2011) Alabama State Plane Coordinates, U.S. Survey Foot, East Zone.

Unless otherwise specified by the Owners Project Engineer, all drawings for review submittals shall be full or half-size copies. All documents shall be clearly marked in a revision block indicating the applicable submittal milestone, i.e. 30%, 60%, 90%, etc.

OTHER DOCUMENTS

Submittals required by the State of Alabama for their review, bidding, etc., shall be of the size, form and numbers of copies as the state may require even though such submittals may differ from the submittals set forth as being required elsewhere in this Agreement.

Digital files shall be submitted by 4-3/4" CD ROM, DVD, 3 and 1/2 inch floppy disk, flash drive, or to the City of Huntsville F.T.P. site.

All print copies shall be first generation copies.

All text documents shall be prepared in Microsoft Word 2010 format.

All spreadsheets shall be in Microsoft Excel 2010 format.

All PDF files shall be searchable.

Schedules shall be in Microsoft Projects format, unless otherwise approved by the OWNERS Project Engineer.

Aerial photography files shall be in Intergraph (.COT) or (.tiff) format.

All mapping shall meet National Map Accuracy Standards unless otherwise noted. If National Map Accuracy Standards are not met, the accuracy of the map shall be identified to the Owners Project Engineer and on the maps derived from the aerial survey. National Map Accuracy Standards are shown below. This and other map standards are shown in Department of the Army, US Army Corps of Engineers standard, "EM 1110-1-1000, Engineering and Design - Photogrammetric Mapping."

All final drawings, specifications, plans, calculations, letters containing Engineering or Surveying recommendations or other Engineering or Land Surveying papers or documents involving the practice of engineering or land surveying as defined by Code of Alabama, Title 34, Chapter 11 shall be sealed, dated, and bear the signature of the person who prepared or approved them.

Working drawings or other documents shall contain a statement to the effect "Preliminary-Not for construction, recording purposes or implementation."

ATTACHMENT 10 – UTILITY PROJECT NOTIFICATION FORM

NAME: _____
(Utility Name)

PROJECT NAME: _____ PROJECT NUMBER: _____

CONSULTING ENGINEER: _____
(Name)

ENGINEERING REPRESENTATIVE _____ PHONE: _____

I have reviewed design drawings or other information as available, and:

DO _____ DO NOT _____

have facilities that will require relocation. If relocation is required, a construction duration of _____ calendar days from the Notice to Proceed, is anticipated to be required for relocation.

LIST NAME(S) OF OTHER UTILITY(S) that share poles or facilities that have to be relocated prior to YOU starting your work:

NAME OF UTILITY: _____

NAME OF UTILITY: _____

NAME OF UTILITY: _____

OTHER: _____

COMMENTS: _____

BY: _____
AUTHORIZED REPRESENTATIVE

FIELD CONTACT PERSON: _____ PHONE: _____
OFFICE CONTACT PERSON: _____ PHONE: _____

DATE: _____

ATTACHMENT 11

SHEET NO. OF	TITLE SHEET PROJECT NAME AND INFORMATION CITY OF HUNTSVILLE HUNTSVILLE, ALABAMA	AREA DESIGNATED FOR THE SEAL SPACE RESERVED FOR THE SEAL	
-----------------	--	--	--

CONSTRUCTION PLANS FOR

PROJECT NAME

PROJECT INFORMATION

FOR THE

CITY OF HUNTSVILLE

HUNTSVILLE, ALABAMA

(PROJECT NO. XXXXXXXX)

HUNTSVILLE

The Star of Alabama

SAMPLE STANDARD DRAWING FORMAT

LOCATION
MAP HERE

X

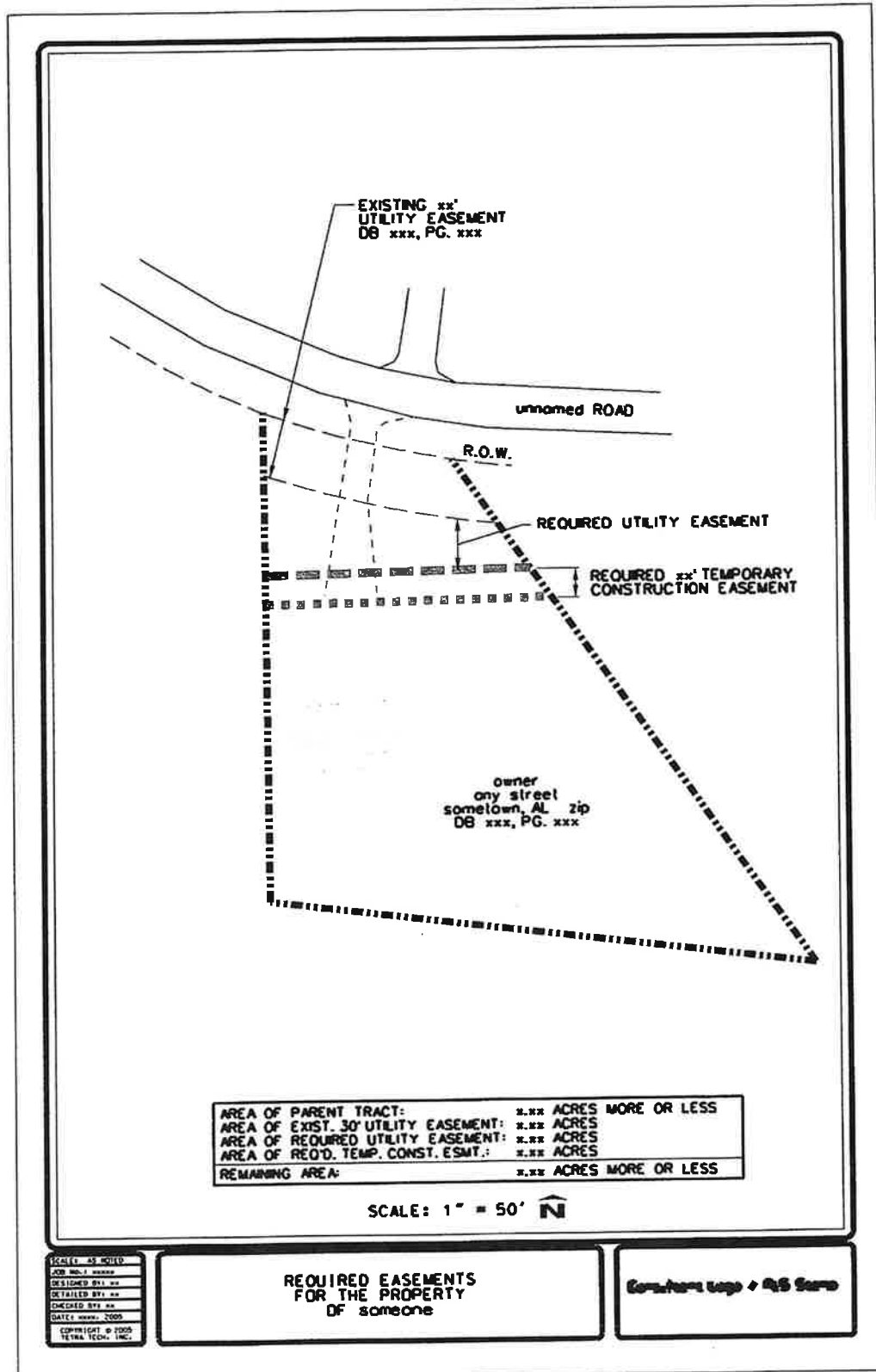
INDEX OF DRAWINGS

SHEET NO.

INDEX TO DRAWINGS SHALL BE PLACED ON
COVER SHEET IF POSSIBLE OTHERWISE IT SHALL
BE THE SECOND SHEET IN THE SET.

HUNTSVILLE
 THE STAR OF ALABAMA

ATTACHMENT 12 **SAMPLE**



...leaseenttemplate_V7.dgn 3/17/2006 12:11:14 PM

ATTACHMENT 13

United States National Map Accuracy Standards

With a view to the utmost economy and expedition in producing maps which fulfill not only the broad needs for standard or principal maps, but also the reasonable particular needs of individual agencies, standards of accuracy for published maps are defined as follows:

1. **Horizontal accuracy.** For maps on publication scales larger than 1:20,000, not more than 10 percent of the points tested shall be in error by more than 1/30 inch, measured on the publication scale; for maps on publication scales of 1:20,000 or smaller, 1/50 inch. These limits of accuracy shall apply in all cases to positions of well-defined points only. Well-defined points are those that are easily visible or recoverable on the ground, such as the following: monuments or markers, such as bench marks, property boundary monuments; intersections of roads, railroads, etc.; corners of large buildings or structures (or center points of small buildings); etc. In general what is well defined will be determined by what is plottable on the scale of the map within 1/100 inch. Thus while the intersection of two road or property lines meeting at right angles would come within a sensible interpretation, identification of the intersection of such lines meeting at an acute angle would obviously not be practicable within 1/100 inch. Similarly, features not identifiable upon the ground within close limits are not to be considered as test points within the limits quoted, even though their positions may be scaled closely upon the map. In this class would come timber lines, soil boundaries, etc.
2. **Vertical accuracy**, as applied to contour maps on all publication scales, shall be such that not more than 10 percent of the elevations tested shall be in error more than one-half the contour interval. In checking elevations taken from the map, the apparent vertical error may be decreased by assuming a horizontal displacement within the permissible horizontal error for a map of that scale.
3. **The accuracy of any map may be tested** by comparing the positions of points whose locations or elevations are shown upon it with corresponding positions as determined by surveys of a higher accuracy. Tests shall be made by the producing agency, which shall also determine which of its maps are to be tested, and the extent of the testing.
4. **Published maps meeting these accuracy requirements** shall note this fact on their legends, as follows: "This map complies with National Map accuracy Standards."
5. **Published maps whose errors exceed those aforesaid** shall omit from their legends all mention of standard accuracy.
6. **When a published map is a considerable enlargement** of a map drawing (manuscript) or of a published map, that fact shall be stated in the legend. For example, "This map is an enlargement of a 1:20,000-scale map drawing," or "This map is an enlargement of a 1:24,000-scale published map."
7. **To facilitate ready interchange and use of basic information for map construction** among all Federal mapmaking agencies, manuscript maps and published maps, wherever economically feasible and consistent with the uses to which the map is to be put, shall conform to latitude and longitude boundaries, being 15 minutes of latitude and longitude, or 7.5 minutes, or 3-3/4 minutes in size.

U.S. BUREAU OF THE BUDGET

ATTACHMENT 14

ENGINEERING DEPARTMENT - REAL ESTATE DIVISION PLAN REQUIREMENTS

DRAWINGS:

Individual Parcels

- Each individual parcel 8 ½" x 14" (dgn or dxf format)
- Show Calculations
 - Before
 - After
 - Taking
- All Parcels shall be closed shapes (polygons).
- Show Existing and Proposed Right-of-Way on each individual parcel map.
- Property Ownership

Overall Project Land Acquisition Maps

- Total project drawing in dgn or dxf format
- Indicate the following:
 - Stationing on Centerline
 - Existing Right-of-Way
 - Proposed Right-of-Way
 - Existing Easements
 - Proposed Easements
 - Existing Pavement
 - Proposed Pavement/Sidewalks/Structures
 - Existing Structures
 - Property Ownership

Color Standards (SAMPLE)

<u>Description</u>	<u>Color</u>	<u>Line Style</u>	<u>Type</u>
Existing ROW	Red	Medium Dashed	Closed Polygon
Proposed ROW	Red	Solid	
Existing Easements	Orange	Medium Dashed	Closed Polygon
Proposed Easements	Orange	Solid	
TCE	Pink	Solid	Closed Polygon

DESCRIPTIONS:

- Microsoft Word on 3.5" Diskette or CD
- Each Description shall be complete and independent (separate file).
- Hard Copies signed and stamped by PLS.

GENERAL:

- P.K. Nails or other permanent stationing markings shall be required.
- Re-staking of right-of-way or easements may be required (See Article 4).
- All survey plats to be on Alabama State Plane Datum. Strip Maps shall indicate at least 2 monuments in place with Alabama State Plane Coordinate values shown on each.
- Parcel plats and legal descriptions shall indicate the Alabama State Plane Coordinate NAD83 Alabama East Zone Value of the point of beginning.

ATTACHMENT 15 - GIS BASE MAP

DESIGN LEVEL	CONTENTS	LINE CODE	COLOR	WEIGHT	TEXT SIZE	FONT	CELL NAME
1	State Plane Coordinate Grid	0	0	0	20	0	
2	Benchmarks	0	0	0			
3	Private Street Text	0	105	0	20	0	
3	Street Text	0	3	0	20 (or 18)	0	
4	Street R/W	7	0	0			
5	Street Centerline	7	0	0			
6	Street Pavement	0	3	0			
6	Proposed Street Pavement	3	16	0			
6	Private Streets	0	105	0			
6	Proposed Private Road	3	105	0			
7	Parking Lots	1	3	1			
7	Private Lots used as Roads	1	105	1			
8	Secondary Roads--Private	2	105	0			
8	Secondary Roads	2	3	0			
8	Trails	3	3	0			
9	Secondary Roads/Trails Text	0	3	0	20	0	
10	Sidewalks	5	3	0			
11	Bridges/Culverts/Paved Ditches	0	0	0			
12	Hydrology - Major	6	1	0			
12	Hydrology - Minor, Ditches	7	1	0			
13	Hydrology - Text	0	1	0	25	23	
14	Tailings & Quarries, Athletic Fields/Text, misc. areas	0	1	0			
15	Greenways	3	48	0			
16	Speed Tables	0	3	0			TCALM
17	Railroad Tracks (Patterned)	0	2	0			RR
18	Railroad Text	0	2	0	25	0	
19	Railroad R/W	2	2	0			
20	Utility Poles (Cell)	0	5	0			P POLE
21	Utility Easements	3	5	0			
22	Utility Text	0	5	1			
23	Geographic Names	0	3	1			
24	Building Structures	0	0	0			
24	Pools and Text	0	1	0	10	1	
24	Future Site of Structures	2	0	0			STRUCT
24	Existing Structures (exact location and shape unknown)	2	0	0			STRCEX
25	Property Lines/ refuge bdy.	6	6	1	30	1	
26	Cadastral Polygons	6	6	0			
27	Ownership Text	0	6	1			
28	Cemeteries/Text	4	6	0	10	1	
29	Lot Numbers				25	0	
30	Block Numbers				30	0	
31	Addition Names	0	0	0	35	0	
32	Open						
33	Lot Ticks						
34	Lot Lines/Property Lines	6	6	0			
35	Trees/Hedge Rows	0	6	0	AS=1		TREES
36	GPS Monuments	0	5	0	18	23	CONTRL

37	2' Topo Contour						
38	5' Topo Contour	0	7	0			
39	25' Major Topo Contour	0	7	0			
40	X Spot Elevation	0	7	0			
41	FEMA Monuments/Labels	0	3/0	0	18	1	FEMA
42	Quarter Sections						
43	Section Lines	0	5	0			
44	Features	0	2	0			
44	Cell Towers	0	12	0	AS=1		CELTWR
45	Fences (Pattern)	0	8	0	AS=1		FENCE
46	Format/Legend	0	0	0			Limleg Madleg
47	Mass Points	0	7	2			
48	Break Lines	0	7	2			
49	Open						
50	Billboards	0	37	1			BBOARD
51	Sanitary Sewer	0		3			
52	Sanitary Sewer Text						
53	Storm Water Features	0		3			
54	Storm Water Text						
55	Open						
56	Property Address	0	1	0			
57	Text Tag for Buildings	0	1	0	10-20	1	
58	One Way Arrows	1	3	1			
59	Open						
60	Open						
61	Open						
62	Monuments for Setup (point cell)						
63	Open						

This is a submittal only. **Return this sheet with submittal**

YES	NO	REQUIRED SUBMITTALS TO THE PROJECT ENGINEER
<input type="checkbox"/>	<input type="checkbox"/>	1. Two (2) sets of complete construction drawing prints sized 24" x 36" sealed and marked "ISSUED FOR CONSTRUCTION". Drawings information shall be referenced to Alabama State Plane Coordinate system, NAD1983 Alabama East Zone as described in the <u>Code of Alabama</u> (1975), Section 35-2-1. Surveys shall be tied to a minimum of two accepted GPS monuments or one GPS tie point plus an astronomic observation to determine grid north or GPS Survey.
<input type="checkbox"/>	<input type="checkbox"/>	2. One (1) Micro station digital and One (1) digital file in either .tiff or .pdf format of construction drawings (must be signed and sealed) – sized 11" x 17".
<input type="checkbox"/>	<input type="checkbox"/>	3. Two (2) sets of right-of-way drawing prints sized 24" x 36" sealed and marked "ISSUED FOR CONSTRUCTION". Drawings information shall be referenced to Alabama State Plane Coordinate system. NAD1983 Alabama East Zone
<input type="checkbox"/>	<input type="checkbox"/>	4. One (1) Micro station digital file of right-of-way drawings.
<input type="checkbox"/>	<input type="checkbox"/>	5. Two (2) print sets of 8-1/2" x 11" legal descriptions for right-of-way (REVISED SETS ONLY)
<input type="checkbox"/>	<input type="checkbox"/>	6. One (1) digital text file of legal descriptions for right-of-way (REVISED FILE ONLY)
<input type="checkbox"/>	<input type="checkbox"/>	7. One (1) print copy of Final Construction Cost Estimate.
<input type="checkbox"/>	<input type="checkbox"/>	8. One (1) digital spread sheet file of Final Construction Cost Estimate.
<input type="checkbox"/>	<input type="checkbox"/>	9. Three (3) printed and bound copies of corrected quantity calculations to match Final Bid Quantities.
<input type="checkbox"/>	<input type="checkbox"/>	10. One (1) digital spread sheet file (Excel 2003 format) of Final Bid Quantities.
<input type="checkbox"/>	<input type="checkbox"/>	11. Two (2) print sets of contract specifications.
<input type="checkbox"/>	<input type="checkbox"/>	12. One (1) digital text file of contract specifications.
<input type="checkbox"/>	<input type="checkbox"/>	13. One (1) complete set of signed and sealed calculations.
<input type="checkbox"/>	<input type="checkbox"/>	14. One (1) complete set of permits for COH signature and Engineer's submittal to include but not limited to USACE, ADEM NPDES NOI, ETC. This package will also include CBMPP, ALDOT Maintenance, ROW and utility permit Applications for ALDOT Funded Projects as required.
<input type="checkbox"/>	<input type="checkbox"/>	15. One (1) complete set of all field notes.
<input type="checkbox"/>	<input type="checkbox"/>	16. One (1) copy of digital aerial photography obtained for this PROJECT in (.tif) format, as necessary.
<input type="checkbox"/>	<input type="checkbox"/>	17. Utility Project Notification forms and a list of all utilities that need to be contacted.

_____ Engineer



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: 2025-478

Department: Engineering

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Land Lease Agreement between the City of Huntsville, Alabama and Roger Martin Farms for the lease of approximately 15 acres of unimproved land generally located at the southwest corner of Capshaw Road and Wall Triana Highway.

Resolution No.

Finance Information:

Account Number: 6000-76-00000-425112-000000000

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

Annual renewal of lease agreement for agricultural use of 15 acres of unimproved land generally located at the southwest corner of Capshaw Road and Wall Triana Highway to be used for agricultural purposes on city owned property to help defer city maintenance costs. Income of \$1,125.00.



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: TMP-5583

Department: Engineering

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Land Lease Agreement between the City of Huntsville, Alabama and Roger Martin Farms for the lease of approximately 15 acres of unimproved land generally located at the southwest corner of Capshaw Road and Wall Triana Highway.

Resolution No.

Finance Information:

Account Number: 6000-76-00000-425112-00000000

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

Annual renewal of lease agreement for agricultural use of 15 acres of unimproved land generally located at the southwest corner of Capshaw Road and Wall Triana Highway to be used for agricultural purposes on city owned property to help defer city maintenance costs. Income of \$1,125.00.

RESOLUTION NO. 25-

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 Land Lease Agreement between the City of Huntsville, Alabama and Roger Martin Farms, for the lease of approximately 15 acres of unimproved land generally located at the southwest corner of Capshaw Road and Wall Triana Highway, to be used for agricultural purposes, and said lease being substantially similar in words and figures to that certain document attached hereto and identified as “Land Lease Agreement between the City of Huntsville, Alabama and Roger Martin Farms, for the lease of approximately 15 acres of unimproved land generally located at the southwest corner of Capshaw Road and Wall Triana Highway.” consisting of a total of six (6) pages plus one (1) additional page consisting of Exhibit “A”, and the date of June 12, 2025, 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 12th day of June, 2025.

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

APPROVED this the 12th day of June, 2025.

Mayor of the City of Huntsville, Alabama

LAND LEASE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND ROGER MARTIN FARMS

THIS AGREEMENT made, entered into and executed, in duplicate, by and between the City of Huntsville, a municipal corporation within the State of Alabama, hereinafter referred to as "City", and Roger Martin Farms, hereinafter referred to as "Lessee".

City hereby rents and lets to Lessee and Lessee hereby takes and leases from City the lands hereinafter described upon the terms and conditions hereinafter set forth:

1. **The Property:** Approximately 15 acres of unimproved land generally located at the southwest corner of Capshaw Road and Wall Triana Highway, and identified in Exhibit A attached hereto and incorporated herein as fully as if appearing herein.
2. **Terms:** The terms of this agreement shall commence on the 13th day of June, 2025, and expire on the 31st day of December, 2025, unless sooner terminated or extended in accordance with the terms and conditions herein set forth.
3. **Extended Term:** Subject to the provisions of paragraphs 4 and 5, of this Lease agreement, Lessee may extend this Lease for successive additional twelve (12) month terms upon giving written notice to City no less than thirty (30) days prior to the end of the then current terms.
4. **Right to Terminate:** City reserves the right to terminate this agreement at the end of any crop year.
5. **Rights Reserved:** It is understood and agreed that this property is owned by the City for development and that the lease of it for farming is secondary to the development purpose. The City reserves the right to show the property at any time to prospective purchasers or tenants, to permit prospective purchasers or tenants to come upon the land to conduct such tests as it deems fit to determine the suitability of the land for its purposes, and to terminate this lease as to any or all of the land so leased at any time upon written notice to the Lessee. The City shall compensate the Lessee for any direct losses which may be sustained by the Lessee as a result of any such showing, testing, or termination. Said direct losses shall include the actual cost of such items as fuel, seed, fertilizer, herbicides and pesticides incurred by Lessee in the normal course of farming operation on the leased land. However, compensation shall not extend to such expenses as labor costs, insurance costs or loss of anticipated profits. If all or any portion of the property is sold or leased by the City during the term of this lease the rent due under the lease will be reduced on a pro rata basis according to the number of acres withdrawn.
6. **Rent:** Lessee agrees to pay City the sum of \$75.00 per acre for a total of \$1,125.00. The number of acres planted shall be as recorded in the records of the Madison County Office of the Agricultural Stabilization and Conservation of the U.S. Department of Agriculture. The number of acres planted shall be computed as of July 15th. All rent shall be payable in arrears on or before the 30th day of September, and is due without demand, set-off or deduction of any kind. Any rental payment received by City more than ten (10) days after the due date shall be assessed a late charge equal to one and one-half percent (1.5%) per month of the amount due.
7. **Use of Property:** The Property shall be used for agricultural purposes only and shall be subject to the following additional terms and conditions:

**President of the City Council of the City
of Huntsville, AL** June 12, 2025
Date: _____

1. Lessee agrees to conduct farming activities on The Property in an efficient, economic, safe and careful manner, and in accordance with the best farming methods commonly practiced in the area. Lessee shall periodically have the soil tested by the Alabama Department of Agriculture and shall make such applications of fertilizers or lime as may be necessary and appropriate, as recommended by the Alabama Department of Agriculture. All such soil tests shall be conducted at Lessee's sole expense and copies of the soil test reports shall be furnished to the City upon request.
 2. Lessee shall cut no timber, nor conduct any mining operations nor remove any soil or other natural substances from The Property.
 3. Lessee shall allow no unlawful, improper or otherwise offensive use of The Property, nor commit or permit waste or damage to The Property nor commit or permit any nuisance to exist on The Property. Lessee shall strictly comply with all applicable rules, regulations, laws, administrative orders and ordinances of the City of Huntsville, County of Madison, State of Alabama, the United States and any other governmental agency having jurisdiction regarding use of The Property.
 4. Lessee shall not make, construct or install any additions, improvements or alterations to or on The Property without the advance written consent of the City. Lessee shall not construct or install any fuel tanks on The Property, whether permanent or temporary, whether above or below ground, under any circumstances. Any approved additions, improvements or alterations shall become the property of the City upon termination of this Agreement, unless the City gives written approval for Lessee to retain such improvements, in which case Lessee shall promptly remove such improvements at the end of the lease term and shall repair any damages caused by such removal.
8. **Maintenance:** It shall be the responsibility of Lessee to:
1. Maintain The Property and conduct all operations in strict compliance with all governmental regulations and federal, state, county and municipal statutes, laws, ordinances and rules in effect during the term of this agreement.
 2. Keep The Property in an orderly condition and free from debris, weeds and brush which would be detrimental to efficient farming operations.
 3. Insure that no mechanic's, materialmen's or other liens are placed against The Property for labor or materials furnished or supplied at Lessee's request.
 4. Use every reasonable means to prevent soil erosion on The Property.

In the event the City determines that The Property is not being properly maintained, in accordance with the provisions of this Agreement, it shall notify Lessee of the deficiency. Lessee shall perform the required maintenance, at Lessee's sole expense. In the event the maintenance is not satisfactorily performed within thirty (30) days of receiving the notice or, in the event such maintenance is not capable of being performed within said period and Lessee has not begun such maintenance and is not pursuing completion with due diligence, then the City may, in addition to all other rights or remedies provided herein, enter The Property and perform the maintenance. Lessee agrees to reimburse the City for the reasonable cost of all such maintenance

immediately upon demand.

9. **Condition of the Property**: Lessee acknowledges that Lessee has thoroughly inspected the condition of The Property, and found the Property to be in satisfactory condition for the intended purpose. This Agreement is made without any representations or warranties by the City as to the condition of The Property and without obligation of the City to make any changes or alterations to The Property. Lessee expressly assumes sole liability for any and all accidents, loss, cost or damage alleged to have been caused by the condition of The Property.
10. **Environmental Matters**: Lessee agrees to strictly comply with all applicable governmental regulations and federal, state, county and municipal statutes, laws, rules, orders and ordinances, as now exist or may hereafter be adopted concerning protection of the environment. It is an express condition of this Agreement that Lessee shall comply with all rules and regulations of the Environmental Protection Agency, the Alabama Department of Environmental Management, the Department of Agriculture, and any other authority of competent jurisdiction regarding operations on The Property and reporting and clean-up of any spills, emissions, discharges, leaks or releases causing contamination of the environment. Lessee hereby indemnify and holds the City harmless from and against any and all liability, including fines, suits, claims, loss, costs, damage, liens, expenses, judgments and causes of action of every kind resulting from pollution, emissions, leaks, discharges, release, escapes or spills resulting from the activities, operations or omissions of Lessee, the employees, independent contractors or agents of Lessee in connection with the operations on The Property; including, but not limited to, costs of any required clean up, abatement or environmental remediation. This obligation on the part of Lessee shall survive the expiration or earlier termination of this agreement.

Lessee shall not, nor will Lessee permit any third parties, to discharge, dispose, dump or release, any hazardous substance or waste on or under The Property. The use of pesticides and herbicides, which have been approved by the appropriate regulatory agency, shall not be considered as hazardous substances, when used in accordance with approved application procedures.
11. **Security Deposit**: No security deposit shall be required upon commencement of the lease term. In the event of default by Lessee of any provision of this Agreement, the City reserves the right to institute a reasonable security deposit requirement as a condition of continuing the lease.
12. **Taxes, Assessments and Utilities**: The City shall be responsible for payment of any property taxes or general assessments which may be levied on or assessed against The Property. Lessee shall be responsible for the payment of all taxes levied against Lessee's personal property and taxes attributable to Lessee's use of or income from The Property. Lessee shall be responsible for payment of utility charges, if any.
13. **Sublease**: Lessee shall not sublease or encumber the Property nor any portion thereof under any circumstance. Use of The Property, by anyone other than Lessee constitutes a sublease. Any attempted sublease or assignment of Lessee's interest in this Agreement constitutes an event of default on the part of Lessee and gives the City the right to terminate this Agreement immediately upon notice to Lessee.
14. **Default**:
 1. In the event of Lessee's breach of any provision of this Agreement, the City shall give Lessee written notice of default. In the event the default is not corrected within ten (10) days from the date of such notice, then the City shall have the right to terminate this Agreement or terminate Lessee's right to conduct operations on The Property. Upon termination of this Agreement or upon termination of Lessee's right to conduct operations at The Property, Lessee agrees to promptly remove any and all

equipment and vacate The Property without further demand.

2. Lessee agrees to pay the City's reasonable attorneys' fees and all costs of legal proceedings if it becomes necessary for the City to employ an attorney or legal process to collect any amounts due hereunder, to remove any equipment from The Property, to restore The Property to the condition it was in upon commencement of the Agreement or to enforce any provisions of this agreement upon default by Lessee.
 3. An assignment for the benefit of creditors, the appointment of a receiver, any proceedings in bankruptcy, whether voluntary or involuntary, or any act of Lessee's insolvency shall be deemed a breach of this Agreement.
 4. Upon default by Lessee, the City may elect to exercise any of the remedies provided by this Agreement, individually or cumulatively, or may elect to assert such other remedies as are available in equity or at law.
15. **Insurance:**
1. Lessee shall, within thirty (30) days from the date of this Agreement and at Lessee's sole expense, procure and maintain during the term of this Agreement comprehensive public liability insurance in a minimum amount of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per injured person, to a maximum of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for a single incident.
 2. The City and its councilmen, officers, employees and agents shall be named as additional insureds on the policy. The insurance carrier shall be required to send a certificate of insurance to the City, and give the City thirty (30) days' advance written notification of any cancellation or modification to the policy.
 3. It is understood and agreed by Lessee that the City is not responsible for the loss of or damage to any of Lessee's equipment or personal property, nor does the City's insurance cover such loss or damage. Lessee is encouraged to procure and maintain sufficient insurance to protect Lessee's equipment against any loss or damage.
16. **Indemnification:** Lessee, the heirs, personal representatives and assigns of Lessee, shall indemnify and hold the City and its councilmen, officers, employees and agents harmless from and against any and all liability, including fines, suits, judgments, claims, loss, costs, damage, lines, expenses and causes of action of every kind resulting from Lessee's use of or presence on The Property, or arising out of or in connection with Lessee's or any third party's operations, activities or omissions pursuant to this Agreement. Lessee and the heirs, personal representatives and assigns of lessee, shall indemnify and hold the City and its councilmen, officers employees and agents, harmless from and against any and all liability for injury, disability or death to persons, for damage to or loss of property, resulting from Lessee's, or any third party's operations, activities, or omissions pursuant to this Agreement. This indemnification shall include the cost of defense of any suit or claim including all court costs and reasonable attorneys' fees.
17. **Security and Damage:** The City Assumes no responsibility or liability for damage to The Property or crops from any cause whatsoever. The City assumes no responsibility for the security of The Property or any improvements or equipment thereon, nor for the safety of Lessee's employees, independent contractors or agents. Lessee assumes full responsibility and risk of loss for all improvements and equipment on The Property and for the safety of all persons and equipment utilized in the operations of Lessee.

18. **Relationship of the Parties:** Nothing contained herein shall be deemed or construed as creating a partnership, joint venture or agency relationship between the parties. Neither party shall have the right or authority to bind the other.
19. **Right to Enter:** The City reserves the right to enter the Property at all reasonable times, to inspect the Property, to perform tasks, surveys, etc., or at any time in the event of emergency. The City will endeavor to limit entry to reasonable hours. Lessee shall have no claim against the City for interference with Lessee's interest during such periods of inspection.
20. **Joint and Several Liability:** Each individual lessee executing this Agreement hereby assumes individual as well as joint liability for the full and faithful performance of all provisions of this Agreement.
21. **Waiver:** The City's waiver of default by Lessee of any provision of this Agreement shall not operate as a waiver of subsequent defaults by Lessee.
22. **Integration:** This Agreement is the entire agreement between the parties, and cannot be altered or amended except in writing and signed by both parties.
23. **Binding Effect:** The rights and obligations of this Agreement shall extend to and be binding upon the parties and their heirs, personal representatives, successors and assigns. However, this section shall not be construed as giving Lessee the right to assign this Agreement.
24. **Assignment:** Lessee shall not assign or transfer this Agreement, sublet any portion of The Property or permit any part of The Property to be used by anyone other than Lessee.
25. **Construction:** This Agreement shall be construed under, and in accordance with, the laws of the State of Alabama. In the event any provisions of this Agreement are held to be invalid, illegal or unenforceable in any respect, by a court of competent jurisdiction, the remaining portion of this Agreement shall continue in full force and effect.
26. By signing this agreement, the contracting parties affirm, for the duration of the agreement, 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.
27. **Notice:** All payments and written notices required by this Agreement, unless otherwise provided, shall be mailed to the City at the following address:

City of Huntsville
Real Estate Department
P.O. Box 308
Huntsville, Alabama 35804
Attention: Kelly W. Davis

All notices required by this Agreement unless otherwise provided, shall be mailed to Lessee at the following Address:

Mr. Roger Martin
Roger Martin Farms
6789 Wall Triana Highway
Madison, AL 35758

IN WITNESS WHEREOF, Roger Martin, as Lessee, and the City of Huntsville, a municipal corporation, acting by and through Tommy Battle, as Mayor, and Shaundrika Edwards, as Clerk, of the City of Huntsville, Alabama, have hereunto set their hands and affixed the seal of the City of Huntsville and attested the same as and for the official act of said municipal corporation in accordance with their duly constituted authority as such Mayor and Clerk Treasurer as heretofore authorized by the City Council of the City of Huntsville, Alabama, on this the 12th day of June, 2025.

LESSEE:



Roger Martin
Roger Martin Farms

LESSOR:

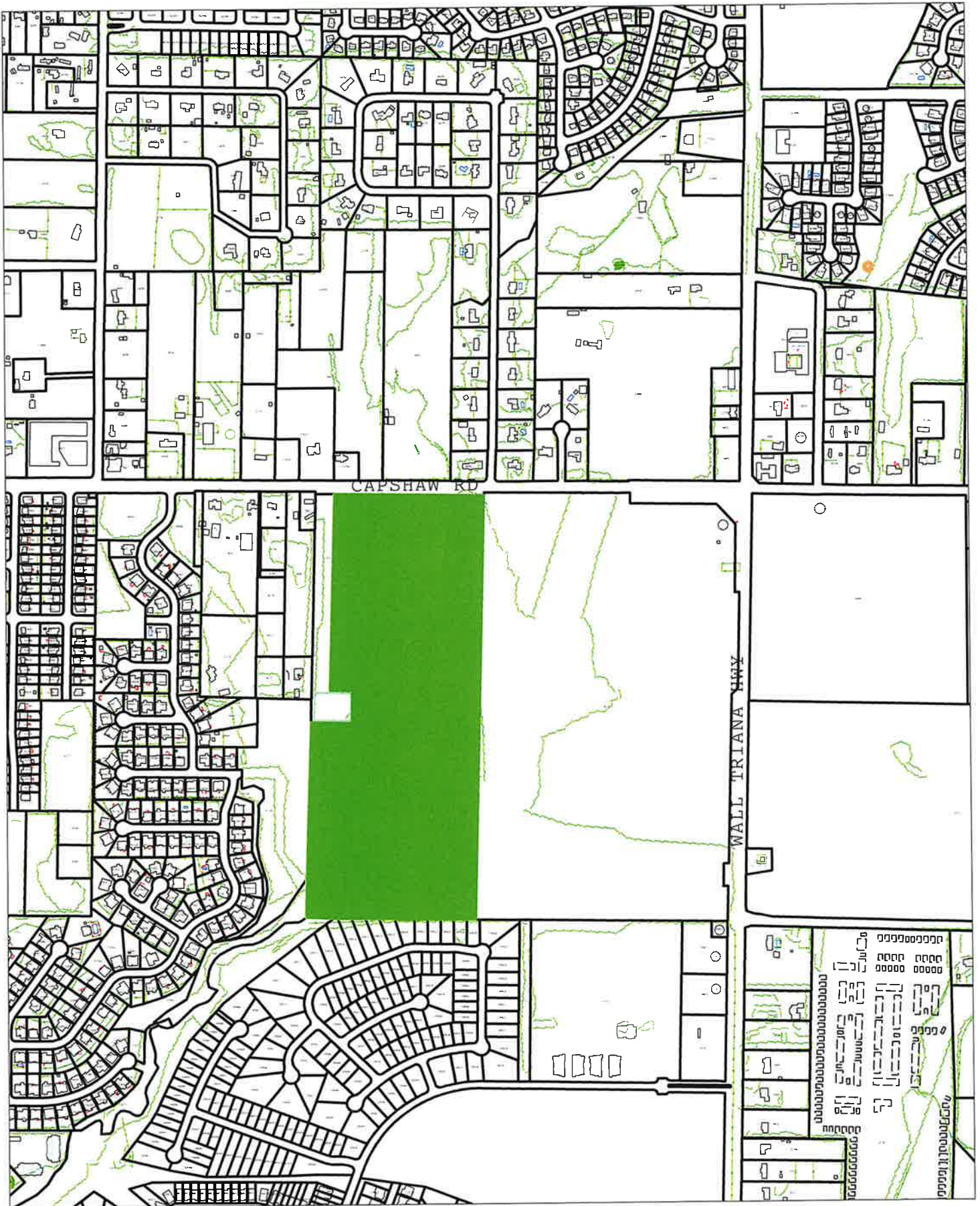
ATTEST:

CITY OF HUNTSVILLE, a municipal corporation
In the State of Alabama

BY: _____
Shaundrika Edwards
City Clerk

BY: _____
Tommy Battle
Mayor

EXHIBIT A



Time: 5/27/2025 9:42:40 AM

Session: C:\Users\kelly.davis\OneDrive - City of Huntsville\Desktop\eng.gts

COH Geographic Information Systems (GIS)



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: 2025-479

Department: Engineering

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Land Lease Agreement between the City of Huntsville, Alabama and Roger Martin Farms for the lease of approximately 137 acres of unimproved land generally located in Cummings Research Park.

Resolution No.

Finance Information:

Account Number: 3700-00-00000-425118-000000000-

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

Annual renewal of lease agreement for agricultural use of 137 acres of unimproved land generally located in Cummings Research Park to be used for agricultural purposes on city owned property to help defer city maintenance costs. Income of \$10,275.00.



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: TMP-5584

Department: Engineering

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Land Lease Agreement between the City of Huntsville, Alabama and Roger Martin Farms for the lease of approximately 137 acres of unimproved land generally located in Cummings Research Park.

Resolution No.

Finance Information:

Account Number: 3700-00-00000-425118-00000000-

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

Annual renewal of lease agreement for agricultural use of 137 acres of unimproved land generally located in Cummings Research Park to be used for agricultural purposes on city owned property to help defer city maintenance costs. Income of \$10,275.00.

RESOLUTION NO. 25-

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 Land Lease Agreement between the City of Huntsville, Alabama and Roger Martin Farms, for the lease of approximately 137 acres of unimproved land generally located in Cummings Research Park, to be used for agricultural purposes, and said lease being substantially similar in words and figures to that certain document attached hereto and identified as “Land Lease Agreement between the City of Huntsville, Alabama and Roger Martin Farms, for the lease of approximately 137 acres of unimproved land generally located in Cummings Research Park.” consisting of a total of six (6) pages plus one (1) additional page consisting of Exhibit “A”, and the date of June 12, 2025, 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 12th day of June, 2025.

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

APPROVED this the 12th day of June, 2025.

Mayor of the City of Huntsville, Alabama

LAND LEASE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND ROGER MARTIN FARMS

THIS AGREEMENT made, entered into and executed, in duplicate, by and between the City of Huntsville, a municipal corporation within the State of Alabama, hereinafter referred to as "City", and Roger Martin Farms, hereinafter referred to as "Lessee".

City hereby rents and lets to Lessee and Lessee hereby takes and leases from City the lands hereinafter described upon the terms and conditions hereinafter set forth:

1. **The Property**: Approximately 137 acres of unimproved land generally located in Cummings Research Park, and identified in Exhibit A attached hereto and incorporated herein as fully as if appearing herein.
2. **Terms**: The terms of this agreement shall commence on the 13th day of June, 2025, and expire on the 31st day of December, 2025, unless sooner terminated or extended in accordance with the terms and conditions herein set forth.
3. **Extended Term**: Subject to the provisions of paragraphs 4 and 5, of this Lease agreement, Lessee may extend this Lease for successive additional twelve (12) month terms upon giving written notice to City no less than thirty (30) days prior to the end of the then current terms.
4. **Right to Terminate**: City reserves the right to terminate this agreement at the end of any crop year.
5. **Rights Reserved**: It is understood and agreed that this property is owned by the City for development and that the lease of it for farming is secondary to the development purpose. The City reserves the right to show the property at any time to prospective purchasers or tenants, to permit prospective purchasers or tenants to come upon the land to conduct such tests as it deems fit to determine the suitability of the land for its purposes, and to terminate this lease as to any or all of the land so leased at any time upon written notice to the Lessee. The City shall compensate the Lessee for any direct losses which may be sustained by the Lessee as a result of any such showing, testing, or termination. Said direct losses shall include the actual cost of such items as fuel, seed, fertilizer, herbicides and pesticides incurred by Lessee in the normal course of farming operation on the leased land. However, compensation shall not extend to such expenses as labor costs, insurance costs or loss of anticipated profits. If all or any portion of the property is sold or leased by the City during the term of this lease the rent due under the lease will be reduced on a pro rata basis according to the number of acres withdrawn.
6. **Rent**: Lessee agrees to pay City the sum of \$75.00 per acre for a total of \$10,275.00. The number of acres planted shall be as recorded in the records of the Madison County Office of the Agricultural Stabilization and Conservation of the U.S. Department of Agriculture. The number of acres planted shall be computed as of July 15th. All rent shall be payable in arrears on or before the 30th day of September, and is due without demand, set-off or deduction of any kind. Any rental payment received by City more than ten (10) days after the due date shall be assessed a late charge equal to one and one-half percent (1.5%) per month of the amount due.
7. **Use of Property**: The Property shall be used for agricultural purposes only and shall be subject to the following additional terms and conditions:

President of the City Council of the City
of Huntsville, AL

Date: June 12, 2025

1. Lessee agrees to conduct farming activities on The Property in an efficient, economic, safe and careful manner, and in accordance with the best farming methods commonly practiced in the area. Lessee shall periodically have the soil tested by the Alabama Department of Agriculture and shall make such applications of fertilizers or lime as may be necessary and appropriate, as recommended by the Alabama Department of Agriculture. All such soil tests shall be conducted at Lessee's sole expense and copies of the soil test reports shall be furnished to the City upon request.
 2. Lessee shall cut no timber, nor conduct any mining operations nor remove any soil or other natural substances from The Property.
 3. Lessee shall allow no unlawful, improper or otherwise offensive use of The Property, nor commit or permit waste or damage to The Property nor commit or permit any nuisance to exist on The Property. Lessee shall strictly comply with all applicable rules, regulations, laws, administrative orders and ordinances of the City of Huntsville, County of Madison, State of Alabama, the United States and any other governmental agency having jurisdiction regarding use of The Property.
 4. Lessee shall not make, construct or install any additions, improvements or alterations to or on The Property without the advance written consent of the City. Lessee shall not construct or install any fuel tanks on The Property, whether permanent or temporary, whether above or below ground, under any circumstances. Any approved additions, improvements or alterations shall become the property of the City upon termination of this Agreement, unless the City gives written approval for Lessee to retain such improvements, in which case Lessee shall promptly remove such improvements at the end of the lease term and shall repair any damages caused by such removal.
8. **Maintenance:** It shall be the responsibility of Lessee to:
1. Maintain The Property and conduct all operations in strict compliance with all governmental regulations and federal, state, county and municipal statutes, laws, ordinances and rules in effect during the term of this agreement.
 2. Keep The Property in an orderly condition and free from debris, weeds and brush which would be detrimental to efficient farming operations.
 3. Insure that no mechanic's, materialmen's or other liens are placed against The Property for labor or materials furnished or supplied at Lessee's request.
 4. Use every reasonable means to prevent soil erosion on The Property.

In the event the City determines that The Property is not being properly maintained, in accordance with the provisions of this Agreement, it shall notify Lessee of the deficiency. Lessee shall perform the required maintenance, at Lessee's sole expense. In the event the maintenance is not satisfactorily performed within thirty (30) days of receiving the notice or, in the event such maintenance is not capable of being performed within said period and Lessee has not begun such maintenance and is not pursuing completion with due diligence, then the City may, in addition to all other rights or remedies provided herein, enter The Property and

perform the maintenance. Lessee agrees to reimburse the City for the reasonable cost of all such maintenance immediately upon demand.

9. **Condition of the Property:** Lessee acknowledges that Lessee has thoroughly inspected the condition of The Property, and found the Property to be in satisfactory condition for the intended purpose. This Agreement is made without any representations or warranties by the City as to the condition of The Property and without obligation of the City to make any changes or alterations to The Property. Lessee expressly assumes sole liability for any and all accidents, loss, cost or damage alleged to have been caused by the condition of The Property.
10. **Environmental Matters:** Lessee agrees to strictly comply with all applicable governmental regulations and federal, state, county and municipal statutes, laws, rules, orders and ordinances, as now exist or may hereafter be adopted concerning protection of the environment. It is an express condition of this Agreement that Lessee shall comply with all rules and regulations of the Environmental Protection Agency, the Alabama Department of Environmental Management, the Department of Agriculture, and any other authority of competent jurisdiction regarding operations on The Property and reporting and clean-up of any spills, emissions, discharges, leaks or releases causing contamination of the environment. Lessee hereby indemnify and holds the City harmless from and against any and all liability, including fines, suits, claims, loss, costs, damage, liens, expenses, judgments and causes of action of every kind resulting from pollution, emissions, leaks, discharges, release, escapes or spills resulting from the activities, operations or omissions of Lessee, the employees, independent contractors or agents of Lessee in connection with the operations on The Property; including, but not limited to, costs of any required clean up, abatement or environmental remediation. This obligation on the part of Lessee shall survive the expiration or earlier termination of this agreement.

Lessee shall not, nor will Lessee permit any third parties, to discharge, dispose, dump or release, any hazardous substance or waste on or under The Property. The use of pesticides and herbicides, which have been approved by the appropriate regulatory agency, shall not be considered as hazardous substances, when used in accordance with approved application procedures.

11. **Security Deposit:** No security deposit shall be required upon commencement of the lease term. In the event of default by Lessee of any provision of this Agreement, the City reserves the right to institute a reasonable security deposit requirement as a condition of continuing the lease.
12. **Taxes, Assessments and Utilities:** The City shall be responsible for payment of any property taxes or general assessments which may be levied on or assessed against The Property. Lessee shall be responsible for the payment of all taxes levied against Lessee's personal property and taxes attributable to Lessee's use of or income from The Property. Lessee shall be responsible for payment of utility charges, if any.
13. **Sublease:** Lessee shall not sublease or encumber the Property nor any portion thereof under any circumstance. Use of The Property, by anyone other than Lessee constitutes a sublease. Any attempted sublease or assignment of Lessee's interest in this Agreement constitutes an event of default on the part of Lessee and gives the City the right to terminate this Agreement immediately upon notice to Lessee.
14. **Default:**
 1. In the event of Lessee's breach of any provision of this Agreement, the City shall give Lessee written notice of default. In the event the default is not corrected within ten (10) days from the date of such notice, then the City shall have the right to terminate this Agreement or terminate Lessee's right to conduct operations on The Property. Upon termination of this Agreement or upon termination of

Lessee's right to conduct operations at The Property, Lessee agrees to promptly remove any and all equipment and vacate The Property without further demand.

2. Lessee agrees to pay the City's reasonable attorneys' fees and all costs of legal proceedings if it becomes necessary for the City to employ an attorney or legal process to collect any amounts due hereunder, to remove any equipment from The Property, to restore The Property to the condition it was in upon commencement of the Agreement or to enforce any provisions of this agreement upon default by Lessee.
3. An assignment for the benefit of creditors, the appointment of a receiver, any proceedings in bankruptcy, whether voluntary or involuntary, or any act of Lessee's insolvency shall be deemed a breach of this Agreement.
4. Upon default by Lessee, the City may elect to exercise any of the remedies provided by this Agreement, individually or cumulatively, or may elect to assert such other remedies as are available in equity or at law.

15. **Insurance:**

1. Lessee shall, within thirty (30) days from the date of this Agreement and at Lessee's sole expense, procure and maintain during the term of this Agreement comprehensive public liability insurance in a minimum amount of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per injured person, to a maximum of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for a single incident.
2. The City and its councilmen, officers, employees and agents shall be named as additional insureds on the policy. The insurance carrier shall be required to send a certificate of insurance to the City, and give the City thirty (30) days' advance written notification of any cancellation or modification to the policy.
3. It is understood and agreed by Lessee that the City is not responsible for the loss of or damage to any of Lessee's equipment or personal property, nor does the City's insurance cover such loss or damage. Lessee is encouraged to procure and maintain sufficient insurance to protect Lessee's equipment against any loss or damage.

16. **Indemnification:** Lessee, the heirs, personal representatives and assigns of Lessee, shall indemnify and hold the City and its councilmen, officers, employees and agents harmless from and against any and all liability, including fines, suits, judgments, claims, loss, costs, damage, lines, expenses and causes of action of every kind resulting from Lessee's use of or presence on The Property, or arising out of or in connection with Lessee's or any third party's operations, activities or omissions pursuant to this Agreement. Lessee and the heirs, personal representatives and assigns of lessee, shall indemnify and hold the City and its councilmen, officers employees and agents, harmless from and against any and all liability for injury, disability or death to persons, for damage to or loss of property, resulting from Lessee's, or any third party's operations, activities, or omissions pursuant to this Agreement. This indemnification shall include the cost of defense of any suit or claim including all court costs and reasonable attorneys' fees.

17. **Security and Damage:** The City Assumes no responsibility or liability for damage to The Property or crops from any cause whatsoever. The City assumes no responsibility for the security of The Property or any

improvements or equipment thereon, nor for the safety of Lessee's employees, independent contractors or agents. Lessee assumes full responsibility and risk of loss for all improvements and equipment on The Property and for the safety of all persons and equipment utilized in the operations of Lessee.

18. **Relationship of the Parties:** Nothing contained herein shall be deemed or construed as creating a partnership, joint venture or agency relationship between the parties. Neither party shall have the right or authority to bind the other.
19. **Right to Enter:** The City reserves the right to enter the Property at all reasonable times, to inspect the Property, to perform tasks, surveys, etc., or at any time in the event of emergency. The City will endeavor to limit entry to reasonable hours. Lessee shall have no claim against the City for interference with Lessee's interest during such periods of inspection.
20. **Joint and Several Liability:** Each individual lessee executing this Agreement hereby assumes individual as well as joint liability for the full and faithful performance of all provisions of this Agreement.
21. **Waiver:** The City's waiver of default by Lessee of any provision of this Agreement shall not operate as a waiver of subsequent defaults by Lessee.
22. **Integration:** This Agreement is the entire agreement between the parties, and cannot be altered or amended except in writing and signed by both parties.
23. **Binding Effect:** The rights and obligations of this Agreement shall extend to and be binding upon the parties and their heirs, personal representatives, successors and assigns. However, this section shall not be construed as giving Lessee the right to assign this Agreement.
24. **Assignment:** Lessee shall not assign or transfer this Agreement, sublet any portion of The Property or permit any part of The Property to be used by anyone other than Lessee.
25. **Construction:** This Agreement shall be construed under, and in accordance with, the laws of the State of Alabama. In the event any provisions of this Agreement are held to be invalid, illegal or unenforceable in any respect, by a court of competent jurisdiction, the remaining portion of this Agreement shall continue in full force and effect.
26. By signing this agreement, the contracting parties affirm, for the duration of the agreement, 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.
27. **Notice:** All payments and written notices required by this Agreement, unless otherwise provided, shall be mailed to the City at the following address:

City of Huntsville
Real Estate Department
P.O. Box 308
Huntsville, Alabama 35804
Attention: Kelly W. Davis

All notices required by this Agreement unless otherwise provided, shall be mailed to Lessee at the following Address:

Mr. Roger Martin
Roger Martin Farms
6789 Wall Triana Highway
Madison, AL 35758

IN WITNESS WHEREOF, Roger Martin, as Lessee, and the City of Huntsville, a municipal corporation, acting by and through Tommy Battle, as Mayor, and Shaundrika Edwards, as Clerk of the City of Huntsville, Alabama, have hereunto set their hands and affixed the seal of the City of Huntsville and attested the same as and for the official act of said municipal corporation in accordance with their duly constituted authority as such Mayor and Clerk Treasurer as heretofore authorized by the City Council of the City of Huntsville, Alabama, on this the 12th day of June, 2025.

LESSEE:



Roger Martin
Roger Martin Farms

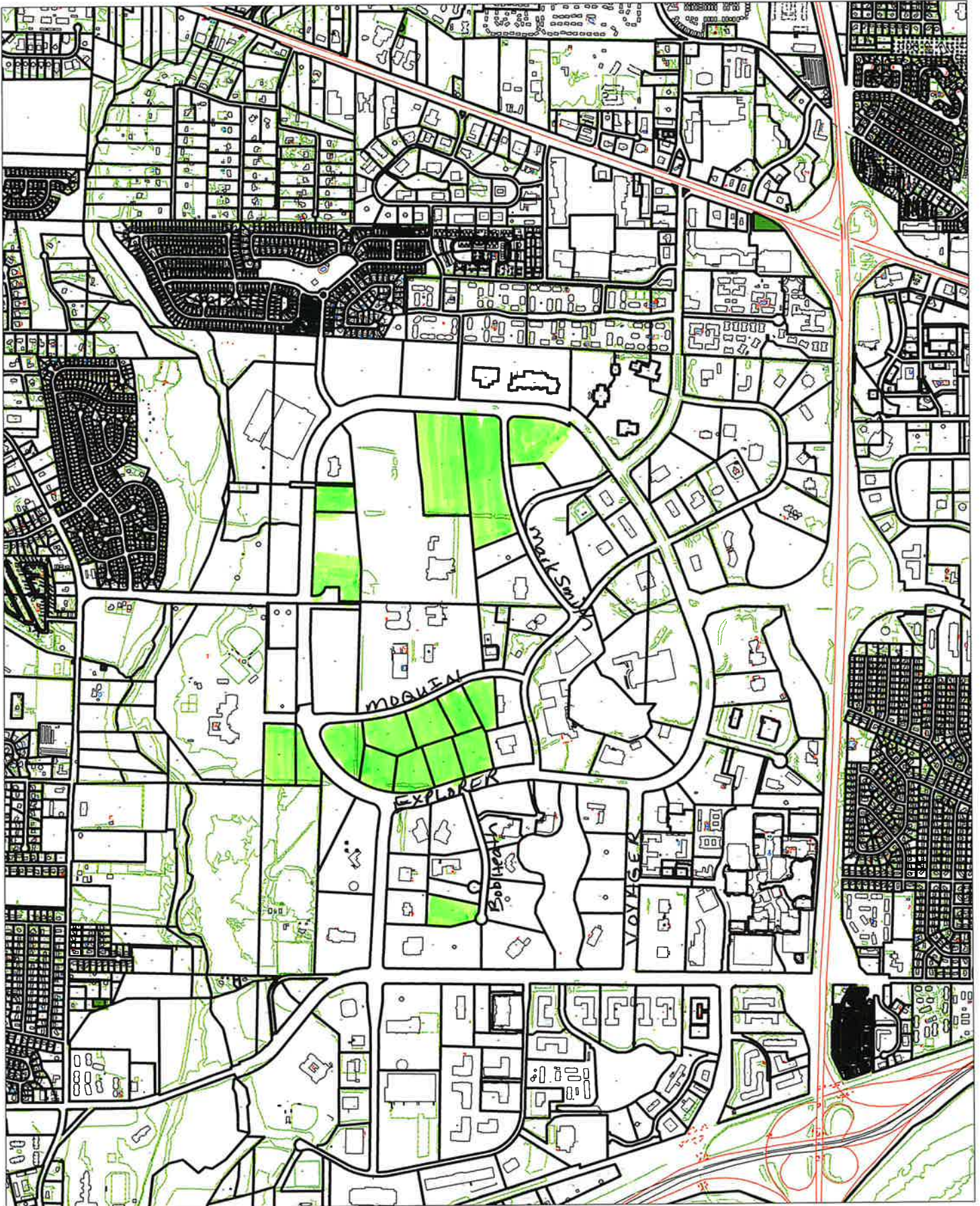
LESSOR:

CITY OF HUNTSVILLE, a municipal corporation
In the State of Alabama

ATTEST:

BY: _____
Shaundrika Edwards
City Clerk

BY: _____
Tommy Battle
Mayor



Time: 5/30/2025 3:22:33 PM

Session: C:\Users\kelly.davis\OneDrive - City of Huntsville\Desktop\eng.gts

COH Geographic Information Systems (GIS)



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: 2025-480

Department: Engineering

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Land Lease Agreement between the City of Huntsville, Alabama and DeVaney Brothers Farms for the lease of approximately 483.37 acres of unimproved land in Limestone County and generally located off Greenbrier Road.

Resolution No.

Finance Information:

Account Number: 3080-71-00000-425109-000000000-

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

Annual renewal of lease agreement for agricultural use of 483.37 acres of unimproved land in Limestone County generally located off Greenbrier Road to be used for agricultural purposes on city owned property to help defer city maintenance costs. Income of \$60,421.25.



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: TMP-5585

Department: Engineering

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Land Lease Agreement between the City of Huntsville, Alabama and DeVaney Brothers Farms for the lease of approximately 483.37 acres of unimproved land in Limestone County and generally located off Greenbrier Road.

Resolution No.

Finance Information:

Account Number: 3080-71-00000-425109-00000000-

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

Annual renewal of lease agreement for agricultural use of 483.37 acres of unimproved land in Limestone County generally located off Greenbrier Road to be used for agricultural purposes on city owned property to help defer city maintenance costs. Income of \$60,421.25.

RESOLUTION NO. 25-

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 Land Lease Agreement between the City of Huntsville, Alabama and DeVaney Brothers Farms, for the lease of approximately 483.37 acres of unimproved land in Limestone County and generally located off of Greenbrier Road, to be used for agricultural purposes, said lease being substantially similar in words and figures to that certain document attached hereto and identified as “Land Lease Agreement between the City of Huntsville, Alabama and DeVaney Brothers Farms, for the lease of approximately 483.37 acres of unimproved land in Limestone County and generally located off of Greenbrier Road.” consisting of a total of six (6) pages plus two (2) additional pages consisting of Exhibit “A”, and the date of June 12, 2025, 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 12th day of June, 2025.

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

APPROVED this the 12th day of June, 2025.

Mayor of the City of Huntsville, Alabama

LAND LEASE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND DEVANEY BROTHERS FARMS

THIS AGREEMENT made, entered into and executed, in duplicate, by and between the City of Huntsville, a municipal corporation within the State of Alabama, hereinafter referred to as "City", and DeVaney Brothers Farms, hereinafter referred to as "Lessee".

City hereby rents and lets to Lessee and Lessee hereby takes and leases from City the lands hereinafter described upon the terms and conditions hereinafter set forth:

1. **The Property**: Approximately 483.37 acres of unimproved land lying in Limestone County and generally located off of Greenbrier Road, and identified in Exhibit A attached hereto and incorporated herein as fully as if appearing herein.
2. **Terms**: The terms of this agreement shall commence on the 13th day of June, 2025, and expire on the 13th day of June, 2026, unless sooner terminated or extended in accordance with the terms and conditions herein set forth.
3. **Extended Term**: Subject to the provisions of paragraphs 4 and 5, of this Lease agreement, Lessee may extend this Lease for successive additional twelve (12) month terms upon giving written notice to City no less than thirty (30) days prior to the end of the then current terms.
4. **Right to Terminate**: City reserves the right to terminate this agreement at the end of any crop year.
5. **Rights Reserved**: It is understood and agreed that this property is owned by the City for development and that the lease of it for farming is secondary to the development purpose. The City reserves the right to show the property at any time to prospective purchasers or tenants, to permit prospective purchasers or tenants to come upon the land to conduct such tests as it deems fit to determine the suitability of the land for its purposes, and to terminate this lease as to any or all of the land so leased at any time upon written notice to the Lessee. The City shall compensate the Lessee for any direct losses which may be sustained by the Lessee as a result of any such showing, testing, or termination. Said direct losses shall include the actual cost of such items as fuel, seed, fertilizer, herbicides and pesticides incurred by Lessee in the normal course of farming operation on the leased land. However, compensation shall not extend to such expenses as labor costs, insurance costs or loss of anticipated profits. If all or any portion of the property is sold or leased by the City during the term of this lease the rent due under the lease will be reduced on a pro rata basis according to the number of acres withdrawn.
6. **Rent**: Lessee agrees to pay City the sum of \$125.00 per acre. The number of acres planted shall be as recorded in the records of the Limestone County Office of the U.S. Department of Agriculture, Farm Service Agency. The number of acres planted shall be computed as of July 15th. All rent shall be payable in arrears on or before the 30th day of September, and is due without demand, set-off or deduction of any kind. Any rental payment received by City more than ten (10) days after the due date shall be assessed a late charge equal to one and one-half percent (1.5%) per month of the amount due.
7. **Use of Property**: The Property shall be used for agricultural purposes only and shall be subject to the following

President of the City Council of the City
of Huntsville, AL

Date: June 12, 2025

additional terms and conditions:

1. Lessee agrees to conduct farming activities on The Property in an efficient, economic, safe and careful manner, and in accordance with the best farming methods commonly practiced in the area. Lessee shall periodically have the soil tested by the Alabama Department of Agriculture and shall make such applications of fertilizers or lime as may be necessary and appropriate, as recommended by the Alabama Department of Agriculture. All such soil tests shall be conducted at Lessee's sole expense and copies of the soil test reports shall be furnished to the City upon request.
 2. Lessee shall cut no timber, nor conduct any mining operations nor remove any soil or other natural substances from The Property.
 3. Lessee shall allow no unlawful, improper or otherwise offensive use of The Property, nor commit or permit waste or damage to The Property nor commit or permit any nuisance to exist on The Property. Lessee shall strictly comply with all applicable rules, regulations, laws, administrative orders and ordinances of the City of Huntsville, County of Limestone, State of Alabama, the United States and any other governmental agency having jurisdiction regarding use of The Property.
 4. Lessee shall not make, construct or install any additions, improvements or alterations to or on The Property without the advance written consent of the City. Lessee shall not construct or install any fuel tanks on The Property, whether permanent or temporary, whether above or below ground, under any circumstances. Any approved additions, improvements or alterations shall become the property of the City upon termination of this Agreement, unless the City gives written approval for Lessee to retain such improvements, in which case Lessee shall promptly remove such improvements at the end of the lease term and shall repair any damages caused by such removal.
8. **Maintenance:** It shall be the responsibility of Lessee to:
1. Maintain The Property and conduct all operations in strict compliance with all governmental regulations and federal, state, county and municipal statutes, laws, ordinances and rules in effect during the term of this agreement.
 2. Keep The Property in an orderly condition and free from debris, weeds and brush which would be detrimental to efficient farming operations.
 3. Insure that no mechanic's, materialmen's or other liens are placed against The Property for labor or materials furnished or supplied at Lessee's request.
 4. Use every reasonable means to prevent soil erosion on The Property.

In the event the City determines that The Property is not being properly maintained, in accordance with the provisions of this Agreement, it shall notify Lessee of the deficiency. Lessee shall perform the required maintenance, at Lessee's sole expense. In the event the maintenance is not satisfactorily performed within thirty (30) days of receiving the notice or, in the event such maintenance is not capable of being performed within said period and Lessee has not begun such maintenance and is not pursuing completion with due diligence, then the City may, in addition to all other rights or remedies provided herein, enter The Property and perform the maintenance. Lessee agrees to reimburse the City for the reasonable cost of all such maintenance immediately upon demand.

9. **Condition of the Property:** Lessee acknowledges that Lessee has thoroughly inspected the condition of The Property, and found the Property to be in satisfactory condition for the intended purpose. This Agreement is made without any representations or warranties by the City as to the condition of The Property and without obligation of the City to make any changes or alterations to The Property. Lessee expressly assumes sole liability for any and all accidents, loss, cost or damage alleged to have been caused by the condition of The Property.

10. **Environmental Matters:** Lessee agrees to strictly comply with all applicable governmental regulations and federal, state, county and municipal statutes, laws, rules, orders and ordinances, as now exist or may hereafter be adopted concerning protection of the environment. It is an express condition of this Agreement that Lessee shall comply with all rules and regulations of the Environmental Protection Agency, the Alabama Department of Environmental Management, the Department of Agriculture, and any other authority of competent jurisdiction regarding operations on The Property and reporting and clean-up of any spills, emissions, discharges, leaks or releases causing contamination of the environment. Lessee hereby indemnify and holds the City harmless from and against any and all liability, including fines, suits, claims, loss, costs, damage, liens, expenses, judgments and causes of action of every kind resulting from pollution, emissions, leaks, discharges, release, escapes or spills resulting from the activities, operations or omissions of Lessee, the employees, independent contractors or agents of Lessee in connection with the operations on The Property; including, but not limited to, costs of any required clean up, abatement or environmental remediation. This obligation on the part of Lessee shall survive the expiration or earlier termination of this agreement.

Lessee shall not, nor will Lessee permit any third parties, to discharge, dispose, dump or release, any hazardous substance or waste on or under The Property. The use of pesticides and herbicides, which have been approved by the appropriate regulatory agency, shall not be considered as hazardous substances, when used in accordance with approved application procedures.

11. **Security Deposit:** No security deposit shall be required upon commencement of the lease term. In the event of default by Lessee of any provision of this Agreement, the City reserves the right to institute a reasonable security deposit requirement as a condition of continuing the lease.

12. **Taxes, Assessments and Utilities:** The City shall be responsible for payment of any property taxes or general assessments which may be levied on or assessed against The Property. Lessee shall be responsible for the payment of all taxes levied against Lessee's personal property and taxes attributable to Lessee's use of or income from The Property. Lessee shall be responsible for payment of utility charges, if any.

13. **Sublease:** Lessee shall not sublease or encumber the Property nor any portion thereof under any circumstance. Use of The Property, by anyone other than Lessee constitutes a sublease. Any attempted sublease or assignment of Lessee's interest in this Agreement constitutes an event of default on the part of Lessee and gives the City the right to terminate this Agreement immediately upon notice to Lessee.

14. **Default:**

1. In the event of Lessee's breach of any provision of this Agreement, the City shall give Lessee written notice of default. In the event the default is not corrected within ten (10) days from the date of such notice, then the City shall have the right to terminate this Agreement or terminate Lessee's right to conduct operations on The Property. Upon termination of this Agreement or upon termination of Lessee's right to conduct operations at The Property, Lessee agrees to promptly remove any and all equipment and vacate The Property without further demand.

2. Lessee agrees to pay the City's reasonable attorneys' fees and all costs of legal proceedings if it

becomes necessary for the City to employ an attorney or legal process to collect any amounts due hereunder, to remove any equipment from The Property, to restore The Property to the condition it was in upon commencement of the Agreement or to enforce any provisions of this agreement upon default by Lessee.

3. An assignment for the benefit of creditors, the appointment of a receiver, any proceedings in bankruptcy, whether voluntary or involuntary, or any act of Lessee's insolvency shall be deemed a breach of this Agreement.
4. Upon default by Lessee, the City may elect to exercise any of the remedies provided by this Agreement, individually or cumulatively, or may elect to assert such other remedies as are available in equity or at law.

15. **Insurance:**

1. Lessee shall, within thirty (30) days from the date of this Agreement and at Lessee's sole expense, procure and maintain during the term of this Agreement comprehensive public liability insurance in a minimum amount of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per injured person, to a maximum of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for a single incident.
2. The City and its councilmen, officers, employees and agents shall be named as additional insureds on the policy. The insurance carrier shall be required to send a certificate of insurance to the City, and give the City thirty (30) days' advance written notification of any cancellation or modification to the policy.
3. It is understood and agreed by Lessee that the City is not responsible for the loss of or damage to any of Lessee's equipment or personal property, nor does the City's insurance cover such loss or damage. Lessee is encouraged to procure and maintain sufficient insurance to protect Lessee's equipment against any loss or damage.

16. **Indemnification:** Lessee, the heirs, personal representatives and assigns of Lessee, shall indemnify and hold the City and its councilmen, officers, employees and agents harmless from and against any and all liability, including fines, suits, judgments, claims, loss, costs, damage, lines, expenses and causes of action of every kind resulting from Lessee's use of or presence on The Property, or arising out of or in connection with Lessee's or any third party's operations, activities or omissions pursuant to this Agreement. Lessee and the heirs, personal representatives and assigns of lessee, shall indemnify and hold the City and its councilmen, officers employees and agents, harmless from and against any and all liability for injury, disability or death to persons, for damage to or loss of property, resulting from Lessee's, or any third party's operations, activities, or omissions pursuant to this Agreement. This indemnification shall include the cost of defense of any suit or claim including all court costs and reasonable attorneys' fees.

17. **Security and Damage:** The City Assumes no responsibility or liability for damage to The Property or crops from any cause whatsoever. The City assumes no responsibility for the security of The Property or any improvements or equipment thereon, nor for the safety of Lessee's employees, independent contractors or agents. Lessee assumes full responsibility and risk of loss for all improvements and equipment on The Property and for the safety of all persons and equipment utilized in the operations of Lessee.

18. **Relationship of the Parties:** Nothing contained herein shall be deemed or construed as creating a partnership, joint venture or agency relationship between the parties. Neither party shall have the right or authority to bind the other.

19. **Right to Enter:** The City reserves the right to enter the Property at all reasonable times, to inspect the Property, to perform tasks, surveys, etc., or at any time in the event of emergency. The City will endeavor to limit entry to reasonable hours. Lessee shall have no claim against the City for interference with Lessee's interest during such periods of inspection.
20. **Joint and Several Liability:** Each individual lessee executing this Agreement hereby assumes individual as well as joint liability for the full and faithful performance of all provisions of this Agreement.
21. **Waiver:** The City's waiver of default by Lessee of any provision of this Agreement shall not operate as a waiver of subsequent defaults by Lessee.
22. **Integration:** This Agreement is the entire agreement between the parties, and cannot be altered or amended except in writing and signed by both parties.
23. **Binding Effect:** The rights and obligations of this Agreement shall extend to and be binding upon the parties and their heirs, personal representatives, successors and assigns. However, this section shall not be construed as giving Lessee the right to assign this Agreement.
24. **Assignment:** Lessee shall not assign or transfer this Agreement, sublet any portion of The Property or permit any part of The Property to be used by anyone other than Lessee.
25. **Construction:** This Agreement shall be construed under, and in accordance with, the laws of the State of Alabama. In the event any provisions of this Agreement are held to be invalid, illegal or unenforceable in any respect, by a court of competent jurisdiction, the remaining portion of this Agreement shall continue in full force and effect.
26. By signing this agreement, the contracting parties affirm, for the duration of the agreement, 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.
27. **Notice:** All payments and written notices required by this Agreement, unless otherwise provided, shall be mailed to the City at the following address:

City of Huntsville
Real Estate Department
P.O. Box 308
Huntsville, Alabama 35804
Attention: Kelly W. Davis

All notices required by this Agreement unless otherwise provided, shall be mailed to Lessee at the following Address:

Mr. Jimmy DeVaney
Mr. Keith DeVaney
DeVaney Brothers Farms
3096 County Line Road
Madison, AL 35766
Email: jimmy.devaney4020@gmail.com
Email: keith.devaney54@gmail.com

IN WITNESS WHEREOF, Roger Martin, as Lessee, and the City of Huntsville, a municipal corporation, acting by and through Tommy Battle, as Mayor, and Shaundrika Edwards, as Clerk of the City of Huntsville, Alabama, have hereunto set their hands and affixed the seal of the City of Huntsville and attested the same as and for the official act of said municipal corporation in accordance with their duly constituted authority as such Mayor and Clerk Treasurer as heretofore authorized by the City Council of the City of Huntsville, Alabama, on this the 12th day of June, 2025.

LESSEE:

DEVANEY BROTHERS FARMS

By: Jimmy DeVaney
Name: Jimmy DeVaney
Its: President

LESSOR:

ATTEST:

CITY OF HUNTSVILLE, a municipal corporation
In the State of Alabama

BY: _____
Shaundrika Edwards
City Clerk

BY: _____
Tommy Battle
Mayor

Exhibit A
(Legal Description of the Property)

A tract of land lying and being in Sections 27 & 34, Township 4 South, Range 3 West of the Huntsville Meridian.

Said tract being a portion of the property conveyed to Greenbrier Enterprises, LLC in Real Property Book 2004, Pages 16851, 16859, 39586 and 63045 and Real Property Book 2010, Page 49384 and to KYH Properties, LLC in Real Property Book 2004, Page 16846 as recorded in the Office of the Judge of Probate of Limestone County, Alabama and being more particularly described as follows:

Commencing at a railroad spike found marking the northwest corner Section 34, Township 4 South, Range 3 West of the Huntsville Meridian, thence along the north boundary of said Section South 88 Degrees 20 Minutes 10 Seconds East a distance of 35 00 feet to a #5 rebar with a cap stamped "GARVER" found on the east right-of-way of Greenbrier Road, said point being the Point of Beginning of the herein described tract, having established grid coordinates of (N) 1513756 45, (E) 352328 97 of the Alabama State Plane Coordinate System Zone East of the North American Datum of 1983 (NAD83).

Thence leaving said Section line and along said right-of-way North 1 Degree 26 Minutes 17 Seconds East a distance of 797 44 feet to a #5 rebar with a cap stamped "GARVER" found marking the northwest corner of a tract of land conveyed to Greenbrier Enterprises, LLC as recorded in the Office of the Judge of Probate of Limestone County, Alabama in Real Property Book 2004, Page 16859; thence leaving said right-of-way and along the north boundary of said Greenbrier Enterprises tract South 88 Degrees 24 Minutes 10 Seconds East a distance of 700 05 feet to a #5 rebar with a cap stamped "GARVER" found, thence South 0 Degrees 56 Minutes 40 Seconds West a distance of 125 00 feet to a #5 rebar with a cap stamped "GARVER" found, thence South 88 Degrees 24 Minutes 10 Seconds East a distance of 4754 05 feet to a #5 rebar with a cap stamped "GARVER LLC CA-445-LS" (typical) set on the east boundary of Section 27, Township 4 South, Range 3 West of the Huntsville Meridian, thence leaving said north boundary and along the east boundary of said Section 27 South 1 Degree 16 Minutes 02 Seconds West a distance of 678 81 feet to a concrete monument found (TVA Monument #12) marking the northeast corner of said Section 34, thence leaving the east boundary of said Section 27 and along the east boundary of said Section 34 South 1 Degree 12 Minutes 27 Seconds West a distance of 2777.54 feet to a #5 rebar with an illegible cap found on the north right-of-way of Interstate 565, thence leaving the east boundary of said Section 34 and along said right-of-way South 66 Degrees 49 Minutes 22 Seconds West a distance of 1456.35 feet to a #5 rebar with a cap stamped "DUNIVANT CA0044LS" found marking the southwest corner of a tract of land conveyed to Greenbrier Enterprises, LLC as recorded in the Office of the Judge of Probate of Limestone County, Alabama in Real Property Book 2004, Page 39586, thence leaving said right-of-way and along the west boundary of said Greenbrier Enterprises tract North 14 Degrees 08 Minutes 49 Seconds West a distance of 678 00 feet to an iron bar found marking the east corner of a tract of land conveyed to Greenbrier Enterprises, LLC as recorded in the Office of the Judge of Probate of Limestone County, Alabama in Real Property Book 2010, Page 49384, thence leaving said west boundary and along the south boundary of said Greenbrier Enterprises tract South 66 Degrees 51 Minutes 18 Seconds West a distance of 1447 20 feet to an iron bar found on the east boundary of a tract of land conveyed to Greenbrier Enterprises, LLC as recorded in the Office of the Judge of Probate of Limestone County, Alabama in Real Property Book 2004, Page 16851, thence leaving said south boundary and along the east boundary of said Greenbrier Enterprises tract South 1 Degree 07 Minutes 57 Seconds East a distance of 199.35 feet to a #4 rebar found on the south boundary of said Greenbrier Enterprises tract; thence leaving said east boundary and along the south boundary of said Greenbrier Enterprises tract North 89 Degrees 15 Minutes 07 Seconds West a distance of 684.51 feet to a #4 rebar found, thence North 89 Degrees 16 Minutes 06 Seconds West a distance of 249 77 feet to a #4 rebar with a cap stamped "MCELROY" found; thence leaving said south boundary North 89 Degrees 18 Minutes 19 Seconds West a distance of 287 71 feet to a #4 rebar with a cap stamped "MCELROY" found on the south boundary of a tract of land conveyed to KYH Properties, LLC as recorded in the Office of the Judge of Probate of Limestone County, Alabama in Real Property Book 2004, Page 16846, thence along said south boundary North 89 Degrees 16 Minutes 33 Seconds West a distance of 673.23 feet to a #5 rebar with an illegible cap found, thence North 0 Degrees 02 Minutes 55 Seconds East a distance of 172 91 feet to a

#5 rebar set; thence North 44 Degrees 59 Minutes 54 Seconds West a distance of 120.74 feet to a #5 rebar found, thence leaving said south boundary North 0 Degrees 04 Minutes 20 Seconds West a distance of 580.70 feet to a #5 rebar set; thence South 89 Degrees 55 Minutes 40 Seconds West a distance of 617.13 feet to a #5 rebar set on the east right-of-way of Greenbrier Parkway; thence along said right-of-way North 0 Degrees 04 Minutes 20 Seconds West a distance of 860.67 feet to a 4 inch square concrete monument with an aluminum disc found, thence leaving said right-of-way and along the boundary of said KYH tract South 88 Degrees 55 Minutes 45 Seconds East a distance of 288.86 feet to a 1 inch open top pipe found; thence North 1 Degree 12 Minutes 20 Seconds East a distance of 150.29 feet to a #5 rebar found; thence North 1 Degree 22 Minutes 28 Seconds East a distance of 151.64 feet to an iron pin found; thence North 0 Degrees 50 Minutes 20 Seconds East a distance of 300.00 feet to a #5 rebar set; thence North 89 Degrees 16 Minutes 47 Seconds West a distance of 290.40 feet to an iron pin found on the east right-of-way of Greenbrier Road; thence along said right-of-way North 1 Degree 07 Minutes 26 Seconds East a distance of 49.91 feet to a #5 rebar found; thence North 1 Degree 05 Minutes 00 Seconds East a distance of 1246.52 feet to the POINT OF BEGINNING

The above-described tract contains 483.37 acres (21055473.70 sq. ft.), more or less.



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: 2025-481

Department: General Services

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to execute Change Order No. 1 and Final between the City of Huntsville and Dunlap Contracting, Inc. for construction services for the John Hunt Park Public Restroom Renovations.

Resolution No.

Finance Information:

Account Number: 2100-14-00000-51520-PN200017-00165-

City Cost Amount: \$-13,871.90

Total Cost: \$1,328,378.10

Special Circumstances:

Grant Funded: NONE

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: 2151 Airport Road

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

Additional Comments:

Negative Change Order No. 1 and Final includes extension of time (50 calendar days) due to a delay with the HVAC equipment; addition of concrete on the north side of the building to gain access to the roll-up door (15 calendar days) for extension of a total of 65 calendar days; and credit for unused contract allowances.



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: TMP-5572

Department: General Services

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to execute Change Order No. 1 and Final between the City of Huntsville and Dunlap Contracting, Inc. for construction services for the John Hunt Park Public Restroom Renovations.

Resolution No.

Finance Information:

Account Number: 2100-14-00000-51520-PN200017-00165-

City Cost Amount: \$-13,871.90

Total Cost: \$1,328,378.10

Special Circumstances:

Grant Funded: NONE

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: 2151 Airport Road

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

Additional Comments:

Negative Change Order No. 1 and Final includes extension of time (50 calendar days) due to a delay with the HVAC equipment; addition of concrete on the north side of the building to gain access to the roll-up door (15 calendar days) for extension of a total of 65 calendar days; and credit for unused contract allowances.

RESOLUTION NO. 2025-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, and the Mayor that the contract with Dunlap Contracting, Inc. for Construction Services for the John Hunt Park Public Restroom Renovations, Huntsville, Alabama, approved and executed by the City of Huntsville, Alabama on the 23rd day of May, 2024, be and the same is hereby amended as is reflected on Change Order No. 1 and Final attached hereto.

BE IT FURTHER RESOLVED that the total contract amount be hereby is amended from One Million Three Hundred Forty-Two Thousand Two Hundred Fifty Dollars and NO/100s (\$1,342,250.00) on behalf of the City of Huntsville, a municipal corporation in the State of Alabama to One Million Three Hundred Twenty Eight Thousand Three Hundred Seventy-Eight Dollars and 10/100s (\$1,328,378.10), including this Negative Change Order No. 1 and Final in the amount of Thirteen Thousand Eight Hundred Seventy One Dollars and 90/100s (-\$13,871.90) said Change Order is substantially in word and figures as attached hereto and identified as “Change Order No. 1 and Final to the contract between City of Huntsville and Dunlap Contracting, Inc. for the construction services of the John Hunt Park Public Restroom Renovations,” consisting of six (6) pages together with the signature of the City Council President and an executed copy of said document being permanently kept on file in the office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 12th day of June, 2025.

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

APPROVED this the 12th day of June, 2025.

Mayor of the City of Huntsville,
Alabama

"EXHIBIT B"

CITY OF HUNTSVILLE, ALABAMA

CONTRACT CHANGE ORDER

CHANGE ORDER NO. 1

DATE: 5/21/2025
TO: Dunlap Contracting, Inc.

PROJECT: John Hunt Park Public Restroom Renovations

(Contractor)

TERMS: You are hereby authorized, subject to the provisions of your contract for this project, to make the following changes thereto in accordance with the attached Change Order Request and supporting documents and to

FURNISH the necessary labor, materials and equipment to See the attached CMR 5, CMR 6R1, and CMR 9
(Description of work to be done or changes to be made)

TOTAL ADDITION OR DEDUCTION TO CONTRACT PRICE (NOTE: Numbers in parentheses are deductions).

For this Change \$ <u>(-)13,871.90</u>	\$	
ORIGINAL CONTRACT PRICE	\$	1,342,250.00
Net total previous Change Orders	\$	0.00
Previous revised Contract Price	\$	0.00
This Change Order No. <u>1</u> ADD (DEDUCT)	\$	(-)13,871.90
Revised Contract Price this date	\$	1,328,378.10

Extension of time resulting from this Change Order 65 (Indicate no. of calendar days).

The amount of this Change Order will be the responsibility of Contractor

This contract modification constitutes full and mutual accord and satisfaction for all time and all cost related to this change. By acceptance of this Contract Modification, the Contractor hereby agrees that the modification represents an equitable adjustment to the Contract, and further, agrees to waive all right to file any future claims or changes arising out of or as a result of this change, or the accumulation of executed Contract Modifications on this Contract.

The Contractor and Owner(s) hereby agree to the terms of this Change Order as contained herein.

CONSENT OF SURETY

Merchants National Bonding, Inc.
(Company)

By Jerry M. LeCroy
(Authorized Representative) **Jerry M. LeCroy**
Attorney-In-Fact

RECOMMENDED

By [Signature]
(Design Engineer or Architect)

By [Signature]
(COH Facilities Project Manager)

By [Signature]
(Director of General Services)

CONTRACTING PARTIES

(Contractor)

By William C. Dunlap Jr.
(Authorized Representative) **PRESIDENT**

CITY OF HUNTSVILLE, ALABAMA

By _____
(Its Mayor)

By _____
(President of City Council)

Date June 12, 2025

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.

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Charles J LeCroy; Jerry M LeCroy

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2024.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

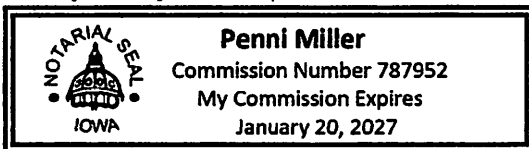
By

Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 21st day of May, 2025.



Elisabeth Sandersfeld

Secretary

John Hunt Park Public Restroom Renovations
5/21/2025

DUNLAP CONTRACTING	
ORIGINAL CONTRACT AMOUNT	\$ 1,342,250.00
CHANGE ORDER NO. 1	\$ (13,871.90)
REVISED CONTRACT AMOUNT	\$ 1,328,378.10
CHANGE ORDER NO 1 SUMMARY	
CMR NO. 5 - Additional days due to HVAC delays related to Government mandates (50 Days)	\$ -
CMR NO. 6R1 - Add concrete to driveway at north side of building (15 Days) - Cost was applied to Allowances	\$ -
CMR NO. 9 - Credit for Unused Contract Allowances	\$ (13,871.90)
TOTAL CHANGE ORDER NO 1	<hr/> \$ (13,871.90)
REVISED CONTRACT AMOUNT	<hr/> \$ 1,328,378.10

"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 2/13/2025 CMR NUMBER: 5
PROJECT: John Hunt Park Public Restroom Renovations
OWNER: City of Huntsville
ARCHITECT: Jeffrey Alpha
CONTRACTOR: Dunlap Contracting
DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):
Extension of calendar days. The project has been extended due to a delay in the HVAC equipment as per specs. Equip

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): \$0.00
2. TIME EXTENSION IN CALENDAR DAYS (ATTACH JUSTIFICATION): 50 Days
☒ THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT
3. SUBMITTED BY:
A. CONTRACTOR Phil Horne
B. ARCHITECT Jeffrey Alpha

BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE

4. INITIATED BY: Contractor
5. OWNER'S CLASSIFICATION:
CONTRACT MODIFICATION DUE TO:
☐ VALUE ENGINEERING OR COST REDUCTION
☐ CHANGES IN PROJECT SCOPE OF WORK
☐ OWNER REQUESTED UPGRADE
☒ UNFORESEEN CONDITIONS
☐ TECHNICAL COORDINATION
6. THIS CHANGE IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS ONE OF THE FOLLOWING TYPES:
☒ MINOR CHANGE OF A MONETARY VALUE AND NOT REQUIRED FOR COMPETITIVE BIDDING.
☐ CHANGES TO THE ORIGINAL CONTRACT NECESSITATED BY UNFORESEEABLE CIRCUMSTANCES ARISING DURING THE COURSE OF THE WORK.
☐ EMERGENCIES ARISING DURING THE COURSE OF THE WORK.
☐ CHANGE FOR ALTERNATES PROVIDED FOR IN THE ORIGINAL BIDDING WHERE THERE IS NO DIFFERENCE IN PRICE OF THE CHANGE FROM THE ORIGINAL BEST BID ON THE ALTERNATE.
☐ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND DOES NOT EXCEED 10% OF THE CONTRACT PRICE.
☐ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND EXCEEDS 10% OF THE CONTRACT PRICE AND CONSTITUTES EXTRAORDINARY CIRCUMSTANCES.
7. I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:
A. CoH ESTIMATOR
B. CoH PROJECT MANAGER
C. DEPARTMENT HEAD (CUSTOMER)
D. CoH FACILITIES PROJ MANAGER
E. DEPARTMENT HEAD (GS)

THIS EXECUTED FORM DOES NOT CONSTITUTE A CHANGE ORDER. THIS DOCUMENT IS AN ACKNOWLEDGEMENT BY THESE DESIGNATED REPRESENTATIVES THAT THEY RECOMMEND TO THE CITY OF HUNTSVILLE'S CITY COUNCIL TO APPROVE THE CHANGE IN CONTRACT SUM, SCOPE AND OR TIME STATED HEREIN. THE CITY OF HUNTSVILLE'S CITY COUNCIL MUST APPROVE ALL CHANGE ORDERS.

"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 2/25/2025 CMR NUMBER: 6R1

PROJECT: John Hunt Park Public Restroom Renovations

OWNER: City of Huntsville

ARCHITECT: Jeffrey Alpha

CONTRACTOR: Dunlap Contracting

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Add concrete to the driveway on the North side of the building to gain access to the roll up door

(Apply to Allowance #1)

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): \$12,105.00

2. TIME EXTENSION IN CALENDAR DAYS (ATTACH JUSTIFICATION): 15

☒ THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT

3. SUBMITTED BY:

A. CONTRACTOR

Phil Horne

B. ARCHITECT

Jeffrey Alpha

Apply to CO#1

*****BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE*****

4. INITIATED BY: Contractor

5. OWNER'S CLASSIFICATION:

CONTRACT MODIFICATION DUE TO:

 VALUE ENGINEERING OR COST REDUCTION

☒ CHANGES IN PROJECT SCOPE OF WORK

 OWNER REQUESTED UPGRADE

 UNFORESEEN CONDITIONS

 TECHNICAL COORDINATION

6. THIS CHANGE IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS ONE OF THE FOLLOWING TYPES:

☒ MINOR CHANGE OF A MONETARY VALUE AND NOT REQUIRED FOR COMPETITIVE BIDDING.

 CHANGES TO THE ORIGINAL CONTRACT NECESSITATED BY UNFORESEEABLE

 CIRCUMSTANCES ARISING DURING THE COURSE OF THE WORK.

 EMERGENCIES ARISING DURING THE COURSE OF THE WORK.

 CHANGE FOR ALTERNATES PROVIDED FOR IN THE ORIGINAL BIDDING WHERE THERE IS NO

 DIFFERENCE IN PRICE OF THE CHANGE FROM THE ORIGINAL BEST BID ON THE ALTERNATE.

 CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND

 THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND DOES NOT EXCEED 10%

 OF THE CONTRACT PRICE.

 CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND

 THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND EXCEEDS 10% OF THE

 CONTRACT PRICE AND CONSTITUTES EXTRAORDINARY CIRCUMSTANCES.

7. I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:

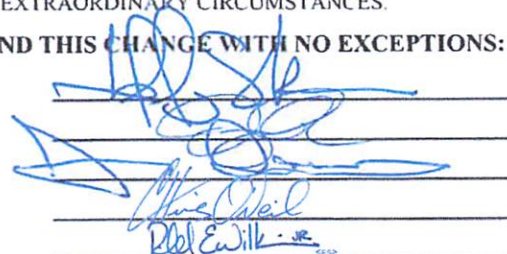
A. CoH ESTIMATOR

B. CoH PROJECT MANAGER

C. DEPARTMENT HEAD (CUSTOMER)

D. CoH FACILITIES PROJ MANAGER

E. DEPARTMENT HEAD (GS)



THIS EXECUTED FORM DOES NOT CONSTITUTE A CHANGE ORDER. THIS DOCUMENT IS AN ACKNOWLEDGEMENT BY THESE DESIGNATED REPRESENTATIVES THAT THEY RECOMMEND TO THE CITY OF HUNTSVILLE'S CITY COUNCIL TO APPROVE THE CHANGE IN CONTRACT SUM, SCOPE AND OR TIME STATED HEREIN. THE CITY OF HUNTSVILLE'S CITY COUNCIL MUST APPROVE ALL CHANGE ORDERS.

"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 5/7/2024 CMR NUMBER: 9
PROJECT: JHP Public Restroom Renovations
OWNER: City of Huntsville
ARCHITECT: Jeffrey Alpha
CONTRACTOR: Dunlap Contracting
DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Credit for Unused Contract Allowances

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): (\$13,871.90)
2. TIME EXTENSION IN CALENDAR DAYS (ATTACH JUSTIFICATION): 0
☐ THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT N/A
3. SUBMITTED BY:
A. CONTRACTOR Dunlap
B. ARCHITECT Jeffrey Alpha

BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE

4. INITIATED BY: City of Huntsville
5. OWNER'S CLASSIFICATION:
CONTRACT MODIFICATION DUE TO:
☒ VALUE ENGINEERING OR COST REDUCTION
☐ CHANGES IN PROJECT SCOPE OF WORK
☐ OWNER REQUESTED UPGRADE
☐ UNFORESEEN CONDITIONS
☐ TECHNICAL COORDINATION
6. THIS CHANGE IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS ONE OF THE FOLLOWING TYPES:
☒ MINOR CHANGE OF A MONETARY VALUE AND NOT REQUIRED FOR COMPETITIVE BIDDING.
☐ CHANGES TO THE ORIGINAL CONTRACT NECESSITATED BY UNFORESEEABLE CIRCUMSTANCES ARISING DURING THE COURSE OF THE WORK.
☐ EMERGENCIES ARISING DURING THE COURSE OF THE WORK.
☐ CHANGE FOR ALTERNATES PROVIDED FOR IN THE ORIGINAL BIDDING WHERE THERE IS NO DIFFERENCE IN PRICE OF THE CHANGE FROM THE ORIGINAL BEST BID ON THE ALTERNATE.
☐ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND DOES NOT EXCEED 10% OF THE CONTRACT PRICE.
☐ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND EXCEEDS 10% OF THE CONTRACT PRICE AND CONSTITUTES EXTRAORDINARY CIRCUMSTANCES.
7. I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:
A. CoH ESTIMATOR
B. CoH PROJECT MANAGER
C. DEPARTMENT HEAD (CUSTOMER)
D. CoH FACILITIES PROJ MANAGER
E. DEPARTMENT HEAD (GS)

THIS EXECUTED FORM DOES NOT CONSTITUTE A CHANGE ORDER. THIS DOCUMENT IS AN ACKNOWLEDGEMENT BY THESE DESIGNATED REPRESENTATIVES THAT THEY RECOMMEND TO THE CITY OF HUNTSVILLE'S CITY COUNCIL TO APPROVE THE CHANGE IN CONTRACT SUM, SCOPE AND OR TIME STATED HEREIN. THE CITY OF HUNTSVILLE'S CITY COUNCIL MUST APPROVE ALL CHANGE ORDERS.



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: 2025-482

Department: General Services

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to execute Renewal #1 to the Lease Agreement Between Wiz Kidz, LLC and the City of Huntsville, Alabama, for the Lease of a Portion of Property.

Resolution No.

Finance Information:

Account Number: 1000-14-14300-515460

City Cost Amount: \$5,836.67 per month; \$17.51 per square foot

Total Cost: \$70,040.00 per year

Special Circumstances:

Grant Funded: No

Grant Title - CFDA or granting Agency: N/A

Resolution #: Click or tap here to enter text.

Location: (list below)

Address:

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

Additional Comments:

This is Renewal #1 to the lease adopted on Feb. 28, 2019 for a property to be used by HPD. The lease term is for one year, commencing on July 1, 2025 and continuing through June 30, 2026.



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: TMP-5573

Department: General Services

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to execute Renewal #1 to the Lease Agreement Between Wiz Kidz, LLC and the City of Huntsville, Alabama, for the Lease of a Portion of Property.

Resolution No.

Finance Information:

Account Number: 1000-14-14300-515460

City Cost Amount: \$5,836.67 per month; \$17.51 per square foot

Total Cost: \$70,040.00 per year

Special Circumstances:

Grant Funded: No

Grant Title - CFDA or granting Agency: N/A

Resolution #: Click or tap here to enter text.

Location: (list below)

Address:

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

Additional Comments:

This is Renewal #1 to the lease adopted on Feb. 28, 2019 for a property to be used by HPD. The lease term is for one year, commencing on July 1, 2025 and continuing through June 30, 2026.

RESOLUTION NO. 25-__

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to execute the Agreement to Renew the Lease Agreement Between Wiz Kidz, LLC, and the City of Huntsville, Alabama for Lease of the Property Located in Huntsville, Alabama, dated February 28, 2019 as adopted by the City Council of the City of Huntsville by Resolution No. 19-167, which said agreement in words and figures similar to that certain document attached hereto and identified as “Agreement to Renew Lease Agreement between Wiz Kidz, LLC and the City of Huntsville Dated February 28, 2019 and adopted and approved by the Huntsville City Council Pursuant to Resolution No. 19-167 and subsequently modified on March 28, 2024 pursuant to Resolution No. 24-212” consisting of two (2) pages and the date of June 12, 2025, appearing on the first page, together with the signature of the President or President Pro-Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 12th day of June, 2025.

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

ADOPTED this the 12th day of June, 2025.

Mayor of the City of Huntsville,
Alabama

AGREEMENT TO RENEW
LEASE AGREEMENT BETWEEN
WIZ KIDZ, LLC AND THE CITY
OF HUNTSVILLE DATED FEBRUARY 28, 2019
AND ADOPTED AND APPROVED BY THE
HUNTSVILLE CITY COUNCIL PURSUANT
TO RESOLUTION NO. 19-167
AND SUBSEQUENTLY MODIFIED
ON MARCH 28, 2024 PURSUANT TO
RESOLUTION NO. 24-212

AGREEMENT TO RENEW LEASE AGREEMENT

This Agreement to Renew Lease Agreement (this “Renewal #1”) is made effective as of the **12nd** day of **June, 2025** by and between WIZ KIDZ, LLC (Lessor), an Alabama limited liability company, and the CITY OF HUNTSVILLE, ALABAMA, (Lessee) a municipal corporation within the State of Alabama (the “City”).

WITNESSETH

WHEREAS, Wiz Kidz, LLC and the City of Huntsville entered into that certain Lease Agreement on February 28, 2019 (the “Lease”), with a term of five (5) years commencing on July 1, 2019 and continuing through June 30, 2024 (Resolution No. 19-167); and


WHEREAS, the parties agreed to a modification to the Lease on March 28, 2024 (Resolution No. 24-212) (“Modification #1), which extended the Lease Term by one additional year, gave the City of Huntsville the option to renew for four (4) additional one-year terms, and set the rental rate for each subsequent renewal term.

WHEREAS, the City wishes to exercise its option to renew the lease for one additional term;

NOW THEREFORE, in consideration of the foregoing facts and circumstances, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the parties, the parties do hereby agree to the following:

1. The Lease is extended for a one-year term commencing on July 1, 2025 and continuing through June 30, 2026.
2. The rental rate for this one-year term shall be SEVENTEEN DOLLARS AND 51/100 (\$17.51) per square foot per year or Seventy Thousand Forty Dollars (\$70,040). The monthly rental rate shall be Five Thousand Eight Hundred Thirty-Six and 67/100 dollars (\$5,836.67).
3. All other terms and conditions of the Lease Agreement and Modification #1 remain unchanged and in full force and effect.

WIZ KIDZ, LLC

By: _____
Its: _____ 

WITNESS:

By: _____
Its: _____ 

**THE CITY OF HUNTSVILLE,
ALABAMA**

Tommy Battle, Mayor
City of Huntsville, Alabama

ATTEST:

Shaundrika Edwards, City Clerk
City of Huntsville, Alabama



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: 2025-483

Department: General Services

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to execute the First Amendment to the Lease Agreement Between Norfolk Southern Railway Company, and the City of Huntsville, Alabama for a portion of property.

Resolution No.

Finance Information:

Account Number: 1000-14-14300-515460

City Cost Amount: \$55,000.00

Total Cost: \$55,000.00 per year

Special Circumstances:

Grant Funded: No

Grant Title - CFDA or granting Agency: N/A

Resolution #: Click or tap here to enter text.

Location: (list below)

Address:

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

Additional Comments:

This is for the site of the Cleveland Avenue warehouse, commencing on October 1, 2025 and paid quarterly.



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: TMP-5574

Department: General Services

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to execute the First Amendment to the Lease Agreement Between Norfolk Southern Railway Company, and the City of Huntsville, Alabama for a portion of property.

Resolution No.

Finance Information:

Account Number: 1000-14-14300-515460

City Cost Amount: \$55,000.00

Total Cost: \$55,000.00 per year

Special Circumstances:

Grant Funded: No

Grant Title - CFDA or granting Agency: N/A

Resolution #: Click or tap here to enter text.

Location: (list below)

Address:

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

Additional Comments:

This is for the site of the Cleveland Avenue warehouse, commencing on October 1, 2025 and paid quarterly.

RESOLUTION NO. 25-__

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to execute the First Amendment to Lease Agreement Between Norfolk Southern Railway Company, and the City of Huntsville, Alabama for Lease of the Property Located in Huntsville, Alabama, dated May 6, 2013 as adopted by the City Council of the City of Huntsville by Resolution No. 13-257, which said agreement in words and figures similar to that certain document attached hereto and identified as "First Amendment to Lease Agreement between Norfolk Southern Railway Company of Virginia and the City of Huntsville." consisting of five (5) pages and the date of June 12, 2025, appearing on the first page, together with the signature of the President or President Pro-Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 12th day of June, 2025.

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

ADOPTED this the 12th day of June, 2025.

Mayor of the City of Huntsville,
Alabama

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this "**Amendment**"), effective date of which shall be the date last executed, below, by and between **NORFOLK SOUTHERN RAILWAY COMPANY**, a(n) **VIRGINIA** corporation (the "**Landlord**") and **CITY OF HUNTSVILLE**, a(n) **ALABAMA**, GOVERNMENT ENTITY (the "**Tenant**").

W I T N E S S E T H:

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated as last amended on May 6, 2013, (as amended, the "**Lease**"), for real property located at Milepost 338.85-A in HUNTSVILLE, MADISON County, ALABAMA, having an area of 0.63 acres/square feet, more or less (the "**Premises**");

WHEREAS, Landlord and Tenant desire to execute this Amendment to modify the rental payable by Tenant under the Lease and to make certain other changes to the Lease as hereinafter stated, with the Lease and the Amendment.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lease is hereby amended, and the parties hereto do agree as follows:

1. Adjustment of Base Rental. Commencing on October 1, 2025 (the "**Commencement Date**"), Tenant shall pay unto Landlord, without offset, abatement or demand, base rental in the amount of **Fifty Five Thousand Five Hundred and 00/100 DOLLARS (\$55,500.00) per annum, payable quarterly**, in advance. Commencing on the first anniversary of the Commencement Date and thereafter on each anniversary thereof during the term of the Lease, the amount of the base rental shall be increased (and not decreased) on an annual basis by the percentage of increase, if any, in the United States, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U)(1982-1984 = 100) U.S. City Average, All Items (the "**Index**") as set forth below. If the Index has changed so that the base year differs from that used in this Paragraph, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics, to the 1982-84 base. If the Index is discontinued or revised during the term of the Lease, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised. The "**Adjustment Date**" shall mean the first anniversary of the Commencement Date and each anniversary thereof during the term of the Lease. The Index published nearest to the Commencement Date shall be the "**Base Index**". The Index published nearest to the date three (3) months prior to the then current Adjustment Date shall be the "**Adjustment Index**". On each Adjustment Date, the base rental shall be adjusted by multiplying the base rental payable under the Lease at the Commencement Date by a fraction, the numerator of which fraction is the applicable Adjustment Index and the denominator of which fraction is the Base Index. The amount so determined shall be the base rental payable under the Lease beginning on the applicable Adjustment Date and until the next Adjustment Date (if any).

2. Renewal of Term. To have and to hold for a term beginning October 1, 2025, and continuing thereafter on a periodic basis. In addition to any termination rights that the parties may have hereunder, either party may terminate this Lease for any reason by giving the other party not less

than sixty (60) days' notice of such termination. Any such termination pursuant to the preceding sentence shall not relieve Tenant from satisfying and performing all of its obligations hereunder (including, but not limited to, the payment of rental) through the date of such termination and shall not relieve either party from performing any obligation that, pursuant to the terms of the Lease, survives the termination of the Lease.

3. Insurance. Tenant shall procure and maintain, at all times and at its expense, in a form and with an insurance company acceptable to Landlord, Commercial General Liability Insurance for the Premises. Such coverage shall (a) have a single limit of not less than \$2,000,000.00 for each occurrence (or such greater amount over time so as to be commercially reasonable) and shall provide for a deductible of not more than \$5,000.00, (b) cover Tenant's contractual liability hereunder, (c) cover Tenant and Landlord for liability arising out of work performed by any third parties for Tenant in or about the Premises, (d) name the Landlord Entities as additional insureds, and (e) be considered primary and noncontributory, regardless of any insurance carried by Landlord. Any property insurance maintained by Tenant on its furniture, fixtures, equipment and personal property shall include a waiver of subrogation in favor of Landlord. Tenant shall deliver certificates of insurance evidencing the insurance required hereinabove to Landlord simultaneously with the execution of this Lease by Tenant, which certificates shall reflect that the policies shall not be canceled without at least thirty (30) days prior notice to Landlord. If Tenant fails to obtain the necessary coverages, Landlord may do so at Tenant's expense and the same shall constitute additional rental. All insurance certificates should be delivered to Landlord's Risk Management Department, 650 W Peachtree St NW, Atlanta, GA 30308, simultaneously with the execution of this Lease by Tenant. The minimum limits of insurance provided for hereunder are not intended to be a limitation on the liability of Tenant hereunder and shall not waive Landlord's right to seek a full recovery from Tenant.

4. Notice. Any notice given pursuant to the Lease shall be in writing and sent by certified mail, return receipt requested, by hand delivery or by reputable overnight courier to:

(a) Landlord: c/o Director Real Estate, Norfolk Southern Corporation, 650 W Peachtree St NW, Atlanta, GA 30308 or at such other address as Landlord may designate in writing to Tenant.

(b) Tenant: 401 FRANKLIN STREET HUNTSVILLE, AL 35801, or at such other address as Tenant may designate in writing to Landlord.

Any notice sent in the manner set forth above shall be deemed delivered three (3) days after said notice is deposited in the mail if sent by certified mail (return receipt requested), or upon receipt if sent by hand delivery or reputable overnight courier. Any change of notice address by either party shall be delivered to the other party by the manner of notice required hereby.

5. Ratification; Successors and Assigns. Landlord and Tenant acknowledge and agree that the Lease, as amended by this Amendment, is hereby ratified and confirmed and in full force and effect. This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

6. Signature. The parties agree that if an authorized officer of a party fully signs this Agreement in the appropriate location(s) below and then returns that signature to the other party via electronic means with a pdf or similar scanned copy of that signature, then that scanned signature shall serve as that party's signature for the Agreement, and, upon full execution of the Agreement by

all parties, shall create a legally binding Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment in duplicate, each part being an original, as of the date last executed below.

Witness As To Landlord:

Name:

LANDLORD:
NORFOLK SOUTHERN RAILWAY
COMPANY

a(n) VIRGINIA corporation

Signature: _____

Name: _____

Title: _____

Date of Landlord Signature: _____

Witness As To Landlord:

Name:

[SEAL]

Witness As To Tenant:

Name:

TENANT:
CITY OF HUNTSVILLE
a(n) ALABAMA GOVERNMENT ENTITY

Signature: _____

Name: _____

Title: _____

Date of Tenant Signature: _____

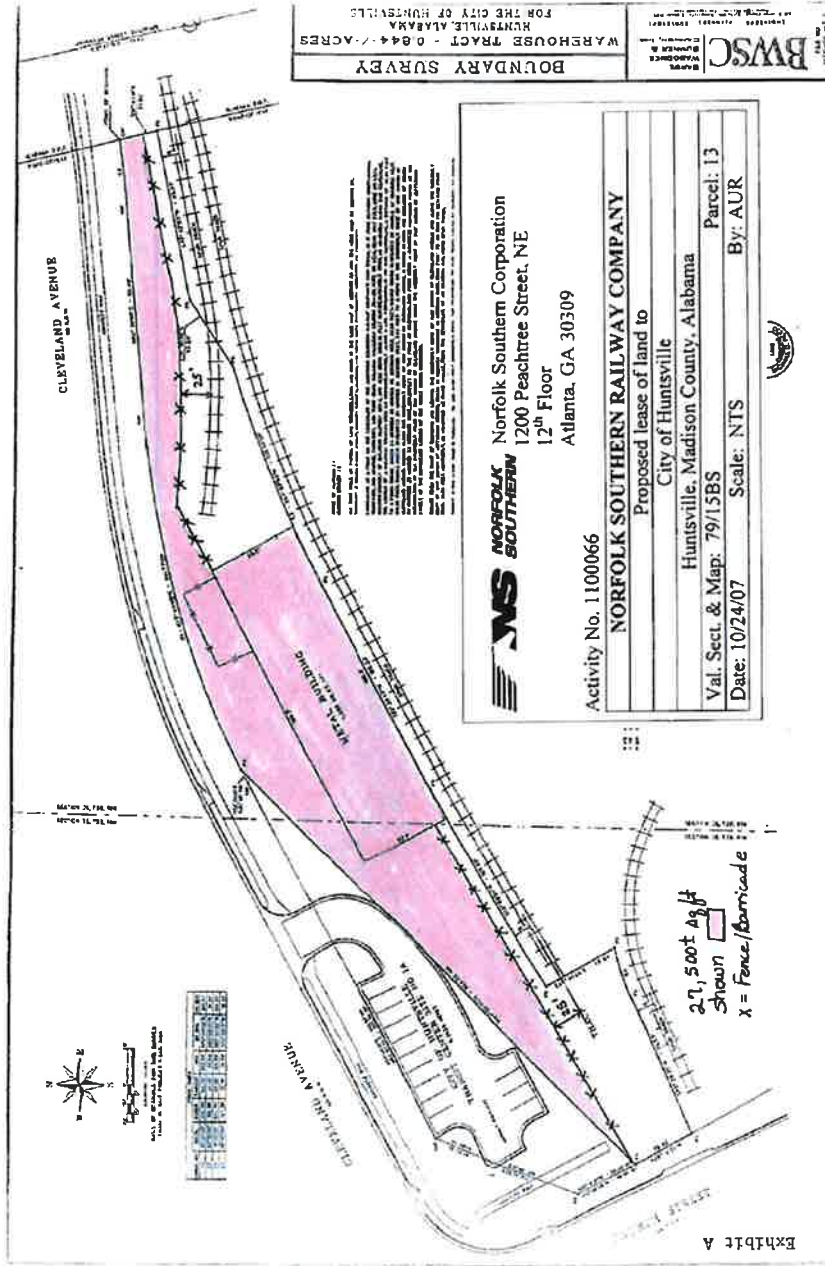
Witness As To Tenant:

Name:

[SEAL]

J BActivity No. 1329429
Form Amendment – Rental, Insurance and Notice (NS) 214854v1

Exhibit A





Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: 2025-484

Department: City Clerk

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to execute Change Order Number 1 to JustFOIA Order No. 29896 between the City of Huntsville and JustFOIA, to remove Laserfiche Integration Configuration.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

This change order does not change pricing to Quote No. 29896, it simply removes the Laserfiche Integration Configuration as it is not needed to efficiently run JustFOIA. Laserfiche is already accessible to employees, if needed to provide information.



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: TMP-5581

Department: City Clerk

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to execute Change Order Number 1 to JustFOIA Order No. 29896 between the City of Huntsville and JustFOIA, to remove Laserfiche Integration Configuration.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

This change order does not change pricing to Quote No. 29896, it simply removes the Laserfiche Integration Configuration as it is not needed to efficiently run JustFOIA. Laserfiche is already accessible to employees, if needed to provide information.

RESOLUTION NO. 25-____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to execute Change Order Number 01 to JustFOIA Order No. 29896 between the City of Huntsville and JustFOIA, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said change order is substantially in words and figures similar to that certain document attached hereto and identified as "Change Order Number 01 to JustFOIA Order No. 29896 between the City of Huntsville and JustFOIA, to remove Laserfiche Integration Configuration," consisting of one (1) page, and the date of June 12, 2025, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 12th day of June, 2025.

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

APPROVED this the 12th day of June, 2025.

Mayor of the City of Huntsville,
Alabama

**CHANGE ORDER NUMBER 01
TO ORDER NO. 29896**

This is Change Order Number 01 ("CO") to Order No. 29896 ("Order") dated 01/25/2024 by and between JustFOIA, Inc ("JustFOIA") and City of Huntsville ("Client"). JustFOIA and Client may be referred to individually as a "Party" or collectively as the "Parties." Capitalized terms used and not otherwise defined herein shall have the meaning ascribed to them in the Order.

The Parties desire to amend the Order as follows:

Order Date	Document Title	Summary	Financial Impact
01/25/2024	Quote 29896	JustFOIA Pricing	\$14,574.00
05/07/2025	Change Order 01	Remove Laserfiche Integration Configuration	\$0.00
Cumulative Totals			\$14,574.00

All other terms to the Order remain unchanged.

IN WITNESS WHEREOF, the parties have caused this CO to be signed by their respective duly authorized representatives as of the date last written below:

JustFOIA, Inc.

CITY OF HUNTSVILLE

By: _____

By: _____

Name: _____

Name: Tommy Battle

Title: _____

Title: Mayor

Date: _____

Date: 06/12/2025

President of the City Council of
the City of Huntsville, Alabama
Date: June 12, 2025



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: 2025-485

Department: City Clerk

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to execute Addendum No. 5 to Master Services Agreement No. 29149, between the City of Huntsville and MCCi, LLC, for the provision of records management imaging services for Municipal Court.

Resolution No.

Finance Information:

Account Number: 1000-12-12200-515376-00000000

City Cost Amount: \$154,192.69

Total Cost: \$154,192.69

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments: Contract pricing is made available through Omnia Partners Cooperative Purchasing contract #01-162. The amount of \$154,192.69 is based on an estimated quantity of documents for the first of two scanning projects for Municipal Court. The City shall be invoiced for actual documents (images) scanned.



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: TMP-5612

Department: City Clerk

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to execute Addendum No. 5 to Master Services Agreement No. 29149, between the City of Huntsville and MCCi, LLC, for the provision of records management imaging services for Municipal Court.

Resolution No.

Finance Information:

Account Number: 1000-12-12200-515376-00000000

City Cost Amount: \$154,192.69

Total Cost: \$154,192.69

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments: Contract pricing is made available through Omnia Partners Cooperative Purchasing contract #01-162. The amount of \$154,192.69 is based on an estimated quantity of documents for the first of two scanning projects for Municipal Court. The City shall be invoiced for actual documents (images) scanned.

RESOLUTION NO. 25-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor is hereby authorized to execute Addendum No. 5 to Master Services Agreement No. 29149, between the City of Huntsville, a municipal corporation in the State of Alabama, and MCCi, LLC, which said Agreement is attached hereto and identified as "Addendum No. 5 to Master Services Agreement No. 29149, for the provision of records management imaging services for Municipal Court," and in accordance with the provisions made available through Omnia Partners Cooperative Purchasing contract no. 01-162 for provisions of the scope of services and deliverables as outlined in Master Services Agreement No. 29149, Addendum No. 5, consisting of nine (9) pages and the date of June 12, 2025, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 12th day of June, 2025.

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

APPROVED this the 12th day of June, 2025.

Mayor of the City of Huntsville,
Alabama

ADDENDUM NO. 5 TO MASTER SERVICES AGREEMENT NO. 29149

SCANNING ORDER

Pursuant to Master Services Agreement No. 29149 ("**Agreement**");

This Scanning Order, designated as Addendum No. 5 is entered into as of June 12, 2025, ("**Addendum Effective Date**"), by and between MCCi and Client and is hereby incorporated into the Agreement and made a part thereof. If there is any conflict between a provision of the Agreement and this Addendum, the Agreement will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Order supersedes any previous quote or proposals received.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum No. 5 to be executed by their respective duly authorized representatives as of the Addendum Effective Date.

MCCi, LLC

CITY OF HUNTSVILLE ("Client")

Signed: _____

Signed: _____

Name: _____

Name: Tommy Battle

Title: _____

Title: Mayor

Date: _____

Date: June 12, 2025

PROJECT SCOPE

GENERAL DESCRIPTION

DOCUMENT SIZE	Regular up to 11" x 17
DEPARTMENT	Courts
DOCUMENT TYPES	Court case files
DOCUMENT/ROLL/FICHE COUNT	19,667
IMAGE COUNT	590,000
IMAGES PER DOCUMENT/ROLL/FICHE	30

DOCUMENT PREPARATION

CURRENT STORAGE METHOD	Boxes, Shelves
CONDITIONS OF DOCUMENTS	Good

IMAGE PROCESSING & INDEXING

DPI & COLOR	300 DPI, Black & White
NUMBER OF INDEX FIELDS	Up to 3 Fields
DOCUMENT NAMING CONVENTION	Case Number
FIELDS TO BE INDEXED	Case number, Charge, Name
OPTICAL CHARACTER RECOGNITION	Included

IMAGE OUTPUT

DELIVERY METHOD	Secure FTP Transfer
OUTPUT TYPE	Laserfiche Briefcase

MATERIAL HANDLING

SHIPPING LOGISTICS	MCCi Pickup
SHIPPING & DELIVERY TERMS	Up to 1 Shipment
PHYSICAL DOCUMENTS	Secure Destruction

The Scope above has been provided and/or confirmed by Client. Both Parties agree that the estimated Pricing defined herein is based on the Project Scope and the following assumptions. If documents are not as initially represented, additional charges will apply. MCCi will call for authorization to proceed with the project.

MILESTONES, TASKS & DELIVERABLES

Milestone	TASKS / Deliverables
#1: Project Kickoff	<p>Tasks: Client's MCCi salesperson will set up a project kickoff call. During the kickoff call, the MCCi team will walk Client through the project scope and contract. Requirements, timeline, pickup and delivery, and other project specifics will be discussed with Client.</p> <p>Client Deliverables:</p> <ul style="list-style-type: none"> ▫ All documents will be boxed and securely closed. ▫ Boxes will not exceed 40 lbs each ▫ Boxes will need to be 95% filled or less ▫ Boxes will need to be accessible without the use of stairs ▫ Boxes will need to be clearly labeled ▫ Boxes will only contain one document type per box ▫ Items that do not need to be converted are removed from the boxes ▫ Client will furnish MCCi with all hardcopy/electronic documents for its use in preparing the document imaging project for conversion <p>Assumptions: MCCi may utilize Basecamp to communicate with Client on a regular basis about project progress, issues, etc.</p> <p>MCCi may not conduct Client kickoff for continuations of existing project(s).</p>
#2: Sample Sign-Off	<p>Tasks: Once Client documents are brought into MCCi facility and reviewed, the MCCi team will scan a sample of Client's documents. MCCi will select settings based on the Project Scope, and to make sure Client's documents are being digitized in a manner that preserves as much detail, clarity, and quality as possible.</p> <p>MCCi will deliver these sample scans to Client electronically for review. Once Client agrees that the sample scan quality is satisfactory, the MCCi team will proceed with the rest of the project.</p> <p>Client Deliverables: Client will need to approve or deny image quality samples within two (2) business days of electronic delivery. Delays in approval may cause significant delays in project timeline.</p> <p>Assumptions: Sample scans may not be needed if MCCi and Client have previously worked on similar conversion projects together.</p>

#3: Scheduled Finished Product Delivery	<p><i>Deliverable:</i> At regular intervals (typically monthly), the MCCi team will electronically deliver the digitized documents that were finished in the previous period.</p> <p><i>Client Deliverables:</i></p> <ul style="list-style-type: none"> ▪ Client is responsible for filing of all documents in their document management system ▪ Client will have 60 days from the date of the last data delivery to review deliverables, after this time period MCCi will not be held responsible for any quality issues <p><i>Assumptions:</i> Billing will occur upon completion of this milestone.</p> <p>These documents will have gone through MCCi prepping, scanning, and quality control processes.</p> <p>The delivery schedule will vary based on the size and scope of project.</p>
#4 Physical Document Return/Destruction	<p><i>Tasks:</i> Once the last finished product delivery has taken place, Client's documents will be returned or destroyed in the fashion indicated in the Project Scope. Documents will continue to be treated with care until they are in Client's possession or destroyed.</p> <p>Documents will be returned to Client in the order they were received, but they will not be placed back into their file folders/envelopes or be re-prepped (unless specifically stated otherwise in the Project Scope). Folders/envelopes may need to be cut for processing. If Client has chosen to have MCCi destroy their documents (as opposed to being returned), Client will receive written notification that the documents have been destroyed.</p> <p><i>Client Deliverables:</i></p> <ul style="list-style-type: none"> ▪ Client should review all returned documents within 30 days of return, to ensure all originals are back in their possession.

PRICING



3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
850.701.0725
850.564.7496 fax

Bill /Ship to: Shaundrika Edwards
shaundrika.edwards@huntsvilleal.gov
cc AP Contact: accountspayable@huntsvilleal.gov

Client Name: City of Huntsville
Client Address: 305 Fountain Circle, Huntsville, AL 35801
Quote Number: 36342
Order Type: Scanning

Quote Date: June 2, 2025

<i>Scanning Services Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>OMNIA - NCPA 01-162</i>	<i>Total</i>
MCCI SCANNING SERVICES				
<input checked="" type="checkbox"/> Regular Size Images up to 11x17" (< 1,000,000) Doc Prep Per Image	590000	\$0.091	\$0.0860	\$50,740.00
<input checked="" type="checkbox"/> Regular Size Images up to 11x17" (< 1,000,000) Scanning per Image	590000	\$0.113	\$0.1077	\$63,543.00
<input checked="" type="checkbox"/> Regular Size Images up to 11x17" OCR Per Image	590000	\$0.016	\$0.0149	\$8,791.00
<input checked="" type="checkbox"/> Indexing Fields Per Index (< 100,000)	59001	\$0.253	\$0.2400	\$14,160.24
<input checked="" type="checkbox"/> Pick Up, Base Fee, Per 150 Boxes	2	\$500.000	\$475.0000	\$950.00
<input checked="" type="checkbox"/> Pickup, Per Box (<250)	236	\$16.500	\$15.6750	\$3,699.30
<input checked="" type="checkbox"/> Secure Destruction (Regular Images, Per 1.2 CU Ft Box)	236	\$12.000	\$11.4000	\$2,690.40
<input checked="" type="checkbox"/> Project Management for Scanning	1	\$10,125.000	\$9,618.75	\$9,618.75
Scanning Services Subtotal				\$154,192.69
GRAND TOTAL - SCANNING SERVICES				\$154,192.69
TOTAL SCANNING PROJECT COST				\$154,192.69

All Quotes Expire in 30 Days

This is NOT an invoice. Please use this confirmation to initiate your purchasing process.

Project must be received in its entirety within 90 days of contract execution or pricing is subject to change

OMNIA - NCPA Pricing - The pricing and terms in this statement of work ("SOW") are derivative of the "Not-To-Exceed" digitization rates that were competitively sourced through the National Cooperative Purchasing Alliance (NCPA). The rates and terms listed are based upon the complexity and volume of the project(s) outlined in this SOW. The rates listed may be applied to additional projects that haven't been specifically outlined in this SOW, but MCCi reserves the right to verify the complexity of those projects and if needed modify the rates accordingly.

Volume Rates – The initial pricing is based on the estimated volume of documents anticipated to be processed. This estimate is used to determine the preliminary rates. Final billing will be determined based on the actual volume of documents received and processed, as seen in the rate table contained within this agreement. In cases where the actual volume falls below or exceeds the expected range, pricing adjustments may apply. Should the final volume surpass or fall below certain pre-defined thresholds, the agreed-upon rate may be revised to reflect the actual volume processed, with any resulting price changes incorporated into the invoice.

Government Not-to-Exceed Scanning Pricing						
Regular Size Images up to 11"x17"		Image Quantity	300 DPI Scanning	Doc Prep per Page	Additional Prep	OCR
Per Image		< 500	\$1.672	\$0.464	\$0.5846	\$0.016
Per Image		< 2,000	\$0.610	\$0.272	\$0.3424	\$0.016
Per Image		< 5,000	\$0.344	\$0.156	\$0.1970	\$0.016
Per Image		< 10,000	\$0.262	\$0.151	\$0.1905	\$0.016
Per Image		< 25,000	\$0.183	\$0.123	\$0.1544	\$0.016
Per Image		< 100,000	\$0.159	\$0.104	\$0.1311	\$0.016
Per Image		< 250,000	\$0.142	\$0.100	\$0.1259	\$0.016
Per Image		< 500,000	\$0.113	\$0.084	\$0.1058	\$0.016
Per Image		< 1,000,000	\$0.113	\$0.091	\$0.1141	\$0.016
Per Image		> 1,000,000	\$0.095	\$0.074	\$0.0937	\$0.016
Large Format up to 42" wide		Image Quantity	300 DPI Scanning	Medium Doc Prep per Page	Heavy Doc Prep per Page	OCR
Per Image		< 500	\$3.631	\$0.363	\$0.998	\$0.016
Per Image		< 1,000	\$3.537	\$0.382	\$0.955	\$0.016
Per Image		< 10,000	\$3.082	\$0.397	\$0.895	\$0.016
Per Image		< 25,000	\$2.746	\$0.392	\$0.826	\$0.016
Per Image		< 50,000	\$2.452	\$0.294	\$0.784	\$0.016
Per Image		< 100,000	\$2.271	\$0.206	\$0.620	\$0.016
Per Image		> 100,000	\$2.001	\$0.210	\$0.528	\$0.016
Color Scanning			Scanning Rate per Image			
Regular Size			\$0.835 per image in addition to scanning rate for regular images			
Large Format			\$1.672 per image in addition to scanning rate for large format images			
Microform Images	Image Quantity	16mm Microfilm	35mm Microfilm	16mm Microfiche	35mm Microfiche	OCR
Per Image (\$100 min)	< 25,000	\$0.066	\$0.134	\$0.200	\$1.086	\$0.016
Per Image (\$100 min)	< 50,000	\$0.049	\$0.126	\$0.184	\$1.052	\$0.016
Per Image (\$100 min)	< 100,000	\$0.042	\$0.109	N/A	\$1.002	\$0.016
Per Image (\$100 min)	> 100,000	\$0.034	\$0.101	\$0.158	\$0.919	\$0.016
Bound Book Scanning		Image Quantity	Doc Prep	Scanning Rate	Image Cleanup	OCR
Per Image		< 1,000	\$0.334	\$2.506	\$0.586	\$0.016
Per Image		< 2,500	\$0.301	\$2.088	\$0.542	\$0.016
Per Image		< 5,000	\$0.268	\$1.672	\$0.500	\$0.016
Per Image		< 7,500	\$0.233	\$1.588	\$0.460	\$0.016
Per Image		< 10,000	\$0.200	\$1.505	\$0.418	\$0.016
Per Image		< 25,000	\$0.167	\$1.420	\$0.376	\$0.016
Per Image		< 50,000	\$0.134	\$1.337	\$0.334	\$0.016
Per Image		> 50,000	\$0.118	\$1.253	\$0.301	\$0.016
Total Indexes	Price Per Index	Pickup/Delivery, Per Box		Secure Destruction or Nonsecure Disposal		Rate
< 1,000	\$0.505	Pick Up / Delivery Base Fee Per 150 Boxes		Regular Format, per 1.2 CU Ft Box		\$12.00
< 10,000	\$0.442	<50 (\$300 Minimum Charge Per Pickup)		Large Format, per 1.2 CU Ft Box		\$12.00
< 25,000	\$0.379	<100		16mm Microfilm, per 90 rolls		\$30.00
< 50,000	\$0.316	<150		35mm Microfilm, per 52 rolls		\$30.00
< 100,000	\$0.253	<200		Microfiche, per 3,000 fiche		\$30.00
> 100,000	\$0.189	< 250		Other Services		Rate

	< 300	\$14.230
	> 300	\$14.300
Shipping (Inbound or Return)		Rate
CD/DVD/Flash Drive		\$13.800
16mm Microfilm, per 90 rolls		\$414.00
35mm Microfilm, per 52 rolls		\$414.00
Microfiche, per 3,000 fiche		\$414.00

DVD/CD/Flash Drive, Per Set	\$63.158
Re-Prep, Per Image	Prep Rate x 1.26
Large Format Additional Prep	Prep Rate x 1.26
Storage Charges	\$5.00 per cubic foot per month

BILLING SCHEDULE

Deliverables will be billed monthly for work completed during the previous month. Client is responsible for all images processed by the MCCi project team. Any expected overages will be raised with Client before such overage is to occur so that Client can appropriately make arrangements to accommodate for the overages.

SALES TAX

Sales tax will be invoiced where applicable and is not included in the fee quote above.

SCANNING ASSUMPTIONS

The following assumptions serve as the basis for this SOW. Any service or activity not described in this SOW is not included in the scope of services to be provided. Variations to the following may impact this SOW's cost and/or schedule and require a change order.

DELIVERABLE ACCEPTANCE CRITERIA

- Both Parties acknowledge that the acceptance period noted herein is in conflict with the Master Agreement and the terms defined within this agreement take precedence.
- MCCi's delivery of a Deliverable to Client shall constitute that MCCi has conducted its own review and believes it meets Client's requirements.
- MCCi's acceptable error rate will be less than 0.5% for the overall project, unless otherwise stated in writing. MCCi cannot be accountable for records not reflected in the original inventory report provided by Client. MCCi will correct only those valid discrepancies above the acceptable error rate reported within the Acceptance Period (defined below).
- If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have 30 days after MCCi delivers the Deliverable to Client (the "Acceptance Period") to give written notice to MCCi specifying the deficiencies in reasonable detail.
 - MCCi shall use reasonable efforts to promptly resolve any such deficiencies.
 - Upon resolution of any such deficiencies, MCCi shall resubmit the Deliverable for review as set forth above.
 - Notwithstanding the foregoing, if Client fails to reject any Deliverable within 30 days, such Deliverable shall be deemed accepted.

GENERAL

- Charges apply on a per project basis and are dependent upon size and volume of documents. MCCi requires having the entire project in bulk, rather than in small quantities. Breaking the project into smaller quantities will affect the volume pricing, and additional charges per image may apply. A sample may be required prior to confirming large volume job pricing.
- Client agrees that the work described herein represents MCCi's current best estimate and is subject to possible change due to circumstances beyond MCCi's direct control and/or new or additional information discovered during the course of the project. Further, Client understands and acknowledges that MCCi's ability to meet such work schedule is dependent upon, among other things, the accuracy of the assumptions and representations made by Client, the timeliness of Client business decisions, and the performance of Client and Client's vendor personnel in meeting their obligations for this project and in accordance with this Order.
- MCCi maintains partnerships for the purpose of offering additional capacity and flexibility in meeting Client expectations. In the event partners are used for a project, the management and support of the project will be handled directly by MCCi. Physical documents will never leave the United States, but our partners may utilize offshore resources to handle document indexing, quality control, and other processes.
- Through the course of this project, MCCi may choose to utilize the third-party service Basecamp (<http://www.basecamp.com>) for project management and team collaboration. Documentation and correspondence exchanged between MCCi and Client may be stored in Basecamp.
- Client is responsible for creating and operating any workflows needed to import and/or organize data.

DOCUMENTS

- Client understands that MCCi will process every image supplied to MCCi by Client as furnished. Client is responsible for removing any documents before shipping to MCCi for processing.

- Client will furnish MCCi with all hardcopy/electronic documents for its use in preparing the document imaging project for conversion. Upon completion of scanning, MCCi will return the documents to the Client in the order as received from Client but not placed back into their file folders/envelopes or re-prepped unless specifically stated otherwise in the Project Scope.
- Client is required to package all materials per MCCi's instructions prior to shipment/delivery of materials to MCCi's facility. If Client chooses to utilize MCCi's pickup and delivery service (offered in select states), pricing is based on picking up the entire project described in the scope of services in one (1) shipment unless stated otherwise in the scope of work. At the time of updating or if additional trips are required due to Client not having all the documents ready for pick up, additional charges will be applied. If Client chooses to ship via a certified carrier, Client incurs all shipping costs.

DOCUMENT & DATA STORAGE

- MCCi's facilities contain secure rooms for hardcopy "work in progress" document storage. MCCi will arrange for the return of hardcopy documents to Client after completion of scanning. If documents reside at MCCi facilities for a period longer than 90 days after converted electronic data is delivered to Client, storage charges of \$5.00 per cubic foot per month will apply.
- MCCi is not responsible for maintaining a copy of Client data, with the exception of clients who subscribe to MCCi's Online Document Hosting Services. MCCi periodically reviews and deletes Client data from previous projects. The timing of the periodic review and deletion of data is at MCCi's discretion. If Client requires MCCi to delete copies of its data prior to MCCi's standard process of deleting data, Client is responsible for submitting an official request in writing and for obtaining confirmation of data deletion.

LASERFICHE

Laserfiche system clients with a pre-existing template(s) are required to supply MCCi with a Laserfiche Briefcase of their current template(s) prior to each scanning project.

LIMITED LIABILITY

If the Master Agreement is silent on each Parties' limited liability, liability is limited to the amount of dollars received by MCCi directly associated with this Order.



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: 2025-486

Department: Emergency Management Agency

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to execute an agreement between One Diversified, LLC on behalf of the Huntsville-Madison County Emergency Management Agency, identified as Sub-Coverage Services Agreement.

Resolution No.

Finance Information:

Account Number: 3900-00-00000-140200-000000000-

City Cost Amount: \$ 28,754.87

Total Cost: \$ 28,754.87

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address:

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

Additional Comments: N/A

RESOLUTION NO. 25-_____

BE IT RESOLVED by 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 One Diversified, LLC on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as “Sub-Services Coverage Agreement”, consisting of a total of nine (9) pages, and the date of June 12, 2025, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 12th day of June, 2025.

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

APPROVED this the 12th day of June, 2025.

Mayor of the City of
Huntsville, Alabama



SUB-COVERAGE SERVICES AGREEMENT

April 9, 2025

CITY OF HUNTSVILLE

308 Fountain Circle SW
Huntsville, AL 35801

CITY OF HUNTSVILLE - Barco Renewal 2025 2027

President of the City of the
City of Huntsville, AL
Date: June 12, 2025



ARTICLE I. SUB-COVERAGE SERVICES AGREEMENT

This Sub-Coverage Services Agreement (hereinafter, the "**Agreement**") is between **One Diversified, LLC** (hereinafter "**Diversified**"), and CITY OF HUNTSVILLE (hereinafter, "**Client**") for the sub-coverage services defined below.

Attn: Jeffery Birdwell

Email: jeffrey.birdwell@huntsvilleal.gov

The Services Terms and Conditions of Sale set out in Exhibit A are attached hereto and incorporated herein. The terms and conditions set forth in this Agreement shall control if there are different or additional terms in any Client purchase order form.

ARTICLE II. SUMMARY OF SERVICE

Sub-Coverage Manufacturer –Client shall maintain complete ownership of managing extended warranty coverage, encompassing both the manufacturer warranty and its associated terms and conditions. Client shall liaise with the manufacturers in addressing any equipment issues necessitating repair or replacement. Diversified bears no responsibility for the manufacturers' compliance with the warranties or the timeframe within which such issues are resolved.



ARTICLE III. AGREEMENT TERM AND PRICE

Section III.1 TERM

The coverage for **Barco** under this Agreement shall be effective as of **May 15th, 2025** and shall be expiring on **May 14th, 2027** unless earlier terminated in accordance with the terms herein.

Total Contact Price: \$ 28,754.87

Qty	Description	Total Price
1	Essential Care 5/15/2025-5/14/2026	\$6,340.63
1	Essential Care 5/15/2026-5/14/2027	\$6,657.66
1	Software Care 5/15/2025-5/14/2026	\$7,878.29
1	Software Care 5/15/2026-5/14/2027	\$7,878.29
	Total Due	\$28,754.87

Part Number	Part Description	Qty
K9303075B	NGS-D320 Pro US	21
C9826144	MNA-240 RACKMOUNT KIT 19"	1
R9811011B	EMS-110 Media Server US	1
R9811001B	NAN-110 Audio Node US	1
R9811009B	TFN NSD-110 Single Display Controller US	6
R9836340	Enterprise Server R340-D1	2
R983634099	R340/R350 SLIDING RAILS & CABLE MGNT ARM	2
R9822000B	NDN-220 PRO TransForm N Display Node US	4
	Software Care	
R9832699	TFN CMS2 Sidebar License	4
R9832698	TFN CMS2 Display License	7
R9832702	TFN CMS2 Viewer License	52
R9832703	TFN CMS2 Legacy API License	1
R9832711	TFN CMS2 AFO Redundant Connector	1
R9832708	BCD CMS2 SRV LIC. 1-16 CON	2
R9832728	CMS Proxy	1
R9832699	TFN CMS2 Sidebar License	1



List of serial numbers of covered equipment

Part Number	Part Description	Serial Number
R9867500B	UNI-0005 View500n US	3290017496
R9867500B	UNI-0005 View500n US	3290017497
R9867500B	UNI-0005 View500n US	3290017498
R9867500B	UNI-0005 View500n US	3290017499
R9867500B	UNI-0005 View500n US	3290017500
R9867500B	UNI-0005 View500n US	3290017501
R9867500B	UNI-0005 View500n US	3290020557
R9867500B	UNI-0005 View500n US	3290020558
R9867500B	UNI-0005 View500n US	3290020559
R9867500B	UNI-0005 View500n US	3290020560
R9867500B	UNI-0005 View500n US	3290020561
R9867500B	UNI-0005 View500n US	3290020562
R9867500B	UNI-0005 View500n US	3290020233
R9867500B	UNI-0005 View500n US	3290020232
R9867500B	UNI-0005 View500n US	3290020231
R9867500B	UNI-0005 View500n US	3290020230
R9867500B	UNI-0005 View500n US	3290020229
R9867500B	UNI-0005 View500n US	3290020227
R9867500B	UNI-0005 View500n US	3290017466
R9867500B	UNI-0005 View500n US	3290017467
R9867500B	UNI-0005 View500n US	3290017468
R9867500B	UNI-0005 View500n US	3290017469
R9867500B	UNI-0005 View500n US	3290017470
R9867500B	UNI-0005 View500n US	3290017471
R9867500B	UNI-0005 View500n US	3290017513
R9867500B	UNI-0005 View500n US	3290017512
R9867500B	UNI-0005 View500n US	3290017511
R9867500B	UNI-0005 View500n US	3290017510
R9867500B	UNI-0005 View500n US	3290017509
R9867500B	UNI-0005 View500n US	3290017508
R9867500B	UNI-0005 View500n US	3290020221
R9867500B	UNI-0005 View500n US	3290020222
R9867500B	UNI-0005 View500n US	3290020223
R9867500B	UNI-0005 View500n US	3290020224
R9867500B	UNI-0005 View500n US	3290020225
R9867500B	UNI-0005 View500n US	3290020226
R9867500B	UNI-0005 View500n US	3290017472
R9867500B	UNI-0005 View500n US	3290017473



R9867500B	UNI-0005 View500n US	3290020657	9/11/2021
R9867500B	UNI-0005 View500n US	3290020658	9/11/2021
R9811016B	WME-110 Video Wall Manager Edge US	2530602763	9/16/2021
R9811016B	WME-110 Video Wall Manager Edge US	2530602765	9/16/2021
R9811016B	WME-110 Video Wall Manager Edge US	2530607354	9/16/2021
R9811016B	WME-110 Video Wall Manager Edge US	2530607355	9/16/2021

Sales tax is not included in the Agreement price set out above. If Client is tax exempt, please provide a valid tax-exempt certificate with this signed proposal. This proposal is only valid for thirty (30) days from the proposal date set out on the cover page of this Agreement.

Section III.2 PAYMENT

Payment: Payment is to be made in one (1) installment. The invoice will be presented by Diversified upon Client's signing of the Agreement and will be due and payable within thirty (30) days thereafter.

All payments for services hereunder are non-refundable.



EXHIBIT A: SERVICES TERMS AND CONDITIONS OF SALE

Diversified: Diversified shall provide the sub-coverage services and/or equipment ordered by Client as set out in the Agreement. As used throughout this Agreement, any sub-coverages services shall be referred to as the "**Services**"; and any covered equipment shall be referred to as the "**Equipment**". Diversified may provide additional services or equipment beyond those described in the Agreement if the parties mutually agree in writing to such services and document any additional work via an executed change order. Services and/or equipment not specifically described in the Agreement shall be the responsibility of Client or other third parties engaged by Client.

Prevailing Terms and Conditions: By signing this Agreement, Client represents and acknowledges that he/she has fully read, understands, and accepts the terms of this Agreement, including the terms and conditions included herein. There are no warranties, representations or understandings of any kind or description whatsoever made by either party to the other, except such as are expressly set forth in this Agreement.

Taxes: The charges listed in this Agreement do not include taxes, duties or other assessments. Client will be responsible for and will reimburse Diversified for all taxes or similar charges that are related to this Agreement or to payments made under this Agreement, other than taxes imposed on the net income of Diversified (collectively, "**Taxes**"). If Client is required by law to make any deduction or withholding of Taxes from any payment due to Diversified under this Agreement, Client will (i) timely and properly prepare and submit any necessary filings and remit such Taxes to the appropriate taxing authority, (ii) provide Diversified with receipts evidencing Client's withholding and payment of the appropriate tax in a timely manner, and (iii) increase each payment related to this Agreement to the extent necessary to ensure that Diversified actually receives the amount that Diversified would have received if such payment had not been subject to Taxes.

Effective Date: The Agreement shall commence upon the date identified in Article III of the Agreement. No Services or work on the covered Equipment may be performed prior to the commencement of the Agreement.

Expiration: The Agreement shall expire on the date stated in Article III of the Agreement, unless earlier terminated as set forth herein.

Termination for Material Breach: Either party may terminate this Agreement if the other Party breaches any material provision of the Agreement and fails to cure such breach within thirty (30) days after receipt of written notice from the non-breaching party describing the breach in detail, except for a breach regarding failure to pay amounts due, in which case the period to cure shall be ten (10) days.

Independent Contractors; No Agency: Each party is and shall act solely as an independent contractor of the other party hereto. Nothing in this Agreement shall be construed to give either party the power or authority to act for, bind, or commit the other party in any way, or, to create the relationship of partners, principal and agent, or joint-venture partners between the parties.

Approval of Orders: This Agreement is subject to acceptance by Diversified including, if appropriate, approval by Diversified Credit Department. Upon request, Client will furnish Diversified such financial information as Diversified may reasonably request for this approval. Diversified may, in its sole discretion, cancel this Agreement at any time if Client fails to meet credit requirements established by Diversified.

Confidentiality: During the course of this Agreement, each party, its employees, subcontractors, officers and agents may receive or have access to Confidential Information of the other party (each, a "**Receiving Party**" when the recipient of Confidential Information, and a "**Disclosing Party**" when the discloser of Confidential Information). In the event the Receiving Party obtains Confidential Information from the Disclosing Party, the Receiving Party agrees to keep such Confidential Information in the strictest confidence and safeguard such information using the same degree of care as it uses to safeguard its own Confidential Information, which in no case shall be less than a reasonable degree of care. Each party's "**Confidential Information**" consists of its business plans and customer lists, pricing, intellectual and proprietary information, any information the Disclosing Party identifies as confidential at the time of disclosure (or if in writing the Disclosing Party marks as Confidential), and any information a reasonable person would consider confidential under the circumstances.

- a) **Mutual Obligations:** The Receiving Party shall (i) not use the Disclosing Party's Confidential Information for any purpose other than the exclusive purpose of fulfilling its obligations under this Agreement; (ii) not use, disclose or otherwise make available to any person or entity (except as permitted herein) any of the Disclosing Party's Confidential Information during the term of this Agreement or thereafter without the prior written consent of the Disclosing Party. (iii) limit access to Confidential Information to those employees, officers, subcontractors and agents on a need to know basis who has first executed a general written agreement committing such person to conduct that would not violate its obligations pursuant to this Agreement; and (iv) be responsible for any breach of this Agreement by employees, subcontractors, officers and agents.
- b) **Exceptions:** Confidential Information will not include information to the extent that: (a) such information is or becomes publicly available other than through any act or omission of the Receiving Party; (b) such information was received by the Receiving



Party from a third party, which third party had no obligation of confidentiality to the Disclosing Party; or (c) such information was in the possession of the Receiving Party at the time of the disclosure without an obligation of confidence, (d) was independently developed by the Receiving Party without access or reference to the Disclosing Party's Confidential Information; or (e) such information is/are required to be disclosed pursuant law, judicial order, or government regulation, provided that, in the event the Receiving Party becomes legally compelled to disclose any of the Disclosing Party's Confidential Information, the Receiving Party shall provide to Disclosing Party prompt notice thereof so that Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement.

Indemnification: ~~Client shall indemnify, defend and hold Diversified its officers, directors, employees and agents harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and other expenses and fees incurred through appeal, and interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses, including injuries or death, or economic losses, arising out of the Services; provided, however, Client shall not be required to indemnify Diversified for claims where Diversified, its officers, directors, employees or agents are found to be solely responsible by final non-appealable judicial decision for such damages or losses based upon such entity's or person's willful misconduct or gross negligence.~~ Intentionally Omitted

Disclaimer of Warranty; Limitation of Liability: DIVERSIFIED MAKES NO WARRANTIES WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE SERVICES AND/OR EQUIPMENT PROVIDED UNDER THIS AGREEMENT TO THE GREATEST EXTENT PERMITTED BY LAW. DIVERSIFIED SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. DIVERSIFIED SHALL NOT BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT. UNDER NO CIRCUMSTANCES SHALL DIVERSIFIED'S AGGREGATE CUMULATIVE LIABILITY HEREUNDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID DIVERSIFIED UNDER THIS AGREEMENT. Client acknowledges that the Services provided under this Agreement are subject to terms and conditions established by the manufacturer as specified within this Agreement. At the Client's request, Diversified agrees to provide a copy of the manufacturer's terms and conditions applicable to the services covered by this Agreement.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the state of ~~Georgia~~ Alabama without regard to its conflict of law's provisions.

Dispute Resolution: Any controversy, dispute, difference or claim arising or related to this Agreement, including any question concerning its existence, validity, termination, interpretation, performance or enforcement shall be exclusively and finally settled by arbitration. The arbitration proceeding shall be conducted in ~~Atlanta, Georgia~~ State of Alabama, in accordance with the rules of the American Arbitration Association then in effect with one (1) arbitrator to be selected by mutual agreement of the parties. If the parties cannot agree on an arbitrator, then the American Arbitration Association shall select an arbitrator from the National Panel of Arbitrators. The parties agree to initially split the costs of any arbitration, but the prevailing party, if any, is entitled to reimbursement for its portion of the arbitration fees. The parties agree that the arbitrator cannot award punitive damages to either party. Judgment upon the award as rendered by the arbitrator may be entered in any court having jurisdiction. Notwithstanding anything herein to the contrary, in the event of an actual or threatened breach of the confidentiality provisions contained herein, the non-breaching party will be entitled, without waiving any other rights and remedies and without obligation to post a bond, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

Assignment: Neither party may assign this Agreement without the prior written consent of the other, though such consent shall not be unreasonably withheld. Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.

Notice: Any notices required or permitted under this Agreement or required by law must be in writing and must be either: (i) delivered in person; (ii) sent by registered mail, return receipt requested; or (iii) sent by overnight courier with delivery tracking capabilities. Notices to Client shall be sent to the Client's primary contact set out in Article I of the Agreement. Notices to Diversified shall be sent to the following address:

One Diversified, LLC
37 Market Street
Kenilworth, NJ 07033
Attn: General Counsel

Force Majeure: Either party shall be excused from performing hereunder (except for the payment of money) to the extent that it is prevented from performing as a result of any act or event which occurs and is beyond its reasonable control, including, without limitation, acts of God, war, action of a governmental entity, insurrection, hostilities, embargos, blockades, fuel or energy shortages, transportation delays, pandemics, or the inability to obtain necessary labor, materials or utilities from usual sources; provided that the party experiencing the force majeure provides the other with prompt written notice thereof and uses all reasonable efforts to remove or avoid such causes.



Miscellaneous: This Agreement is the entire and integrated agreement between Client and Diversified with respect to the subject matter herein and supersedes all prior negotiations, statements, or agreements, either written or oral. The parties may amend this Agreement only by a written instrument signed by authorized representatives of both Client and Diversified. If any term or provision of this Agreement is found to be unenforceable or invalid for any reason, the remainder of this Agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument. The parties agree this Agreement may be electronically signed or that signatures may be exchanged by electronic means, such as email. The parties agree that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.

Survival: All terms of this Agreement, which by their nature are intended to survive termination of this Agreement, including without limitation, sections entitled "Contract Price", "Taxes", "Confidentiality", "Indemnification", "Disclaimer of Warranty; Limitation of Liability", "Governing Law", "Dispute Resolution", "Notice", "Miscellaneous", and "Survival", shall survive termination.

Amanda Brooks
Renewal Specialist
abrooks@onediversified.com

One Diversified, LLC
Market Street
Kenilworth NJ, 07033
www.diversifiedus.com
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Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: 2025-487

Department: Emergency Management Agency

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a statement of work between the City of Huntsville and One Diversified, LLC, identified as Assurance Managed Service 2025-2026 Renewal.

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: \$20,000

Total Cost: \$20,000

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address:

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

Additional Comments: One year contract.

RESOLUTION NO. 25-_____

BE IT RESOLVED by the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into a Statement of Work by and between the City of Huntsville and One Diversified, LLC on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said statement of work is substantially in words and figures similar to that certain document attached hereto and identified as “Assurance Managed Service 2025-2026 Renewal”, consisting of a total of thirty (30) pages, and the date of June 12, 2025, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 12th day of June, 2025.

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

APPROVED this the 12th day of June, 2025.

Mayor of the City of
Huntsville, Alabama



Statement of Work (SOW)

June 10, 2025

June 10, 2025

June 10, 2025

June 10, 2025

June 10, 2025

June 10, 2025

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June 10, 2025

June 10, 2025

President of the City of the
City of Huntsville, AL

Date: June 10, 2025



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1 Assurance Managed Services

This Assurance Managed Services Statement of Work (hereinafter the "Statement of Work" or "SOW") between **One Diversified, LLC** (hereinafter "Diversified") and jeffrey.birdwell@huntsvilleal.gov (hereinafter "Client") is entered into effective as of [DATE] (the "**Effective Date**").

The following individuals will function as the primary contacts for each party for the Term of this SOW. Any change by either party to its primary contact will be notified to the other party in writing.

Client Primary Contact:

Name: *Jeffery Birdwell*

Phone: (256) 427-5074

Email: jeffrey.birdwell@huntsvilleal.gov



2 Summary Of Service

Diversified will provide the following services to Client as further described in this Statement of Work:

Solutions	Summary Description	Standard /Optional
Service Desk Remote Support	The Remote Support Service is a break-fix and resolution service that includes capabilities to remotely support and troubleshoot Client's equipment upon Diversified receiving an incident ticket from Client. This process is possible through Diversified's level 1 service desk, level 2, and level 3 representatives. The service can include accessing a video conferencing system over the internet via remote network access or partner-specific tools to diagnose and fix issues. Remote support allows for quick and convenient problem resolution without needing a technician to be physically present.	Standard
Field Service Onsite Support	The Onsite Support Service refers to technical support and issue resolution services at Client's location. When an issue cannot be resolved remotely by Service Desk and requires physical presence for further troubleshooting and resolution, a field technician will be available onsite to provide technical support, troubleshooting, and resolve the issue, which includes repairing the problem by replacing parts or adjusting the equipment.	Standard
Reporting	Standard reports are delivered as part of the services, providing essential insights into service performance and Client interactions. These reports ensure transparency, track key metrics, and help in maintaining high standards of service delivery by summarizing critical data.	Standard
Preventative Maintenance	Preventative maintenance involves inspecting and servicing Covered Equipment periodically in an effort to ensure it functions correctly and to help prevent future breakdowns.	Optional
Delivery and Governance	The Delivery & Governance service outlines the assignment of a Customer Success Manager (CSM) or Client Delivery Executive (CDE) to oversee Client governance activities. This includes monitoring that Client expectations are met, managing the delivery of services, maintaining communication between Client and Diversified service teams, and addressing any issues that arise during the service period in an effort to ensure successful outcomes and client satisfaction.	Optional

The summary descriptions of the services outlined in the above table are for general informational purposes only.

The detailed descriptions of the applicable services set forth below shall control.



3 Contract Term and Price

3.1 Term

Effective Date: July 25th, 2025
Expiration Date: July 24th, 2026

Any renewal to the Term will be mutually agreed in writing and will include a reference to the Master Services Agreement contract, if one exists, or to this SOW if a Master Services Agreement does not exist.

3.2 Contract Price

Total One Year Price: \$20,000

Sales tax is not included in this contract price. If Client is tax-exempt, please provide a valid tax-exempt certificate with this signed proposal. This proposal is only valid for sixty (60) days from the date set out on the cover page.

***Diversified reserves the right to adjust Labor Rates annually based on a publicly available wage indicator. ***

3.3 Payment

All payments under this SOW shall be made in (Currency) and made payable to:

One Diversified, LLC

37 Market Street

Kenilworth, New Jersey 07033



4 General Service Parameter

The following general service parameters outline the terms and conditions governing the delivery of services under this Statement of Work.

4.1 Hours of Support

Scope	Support Type	Support Hours
Phone Calls only	Level 1 service desk	24x7x365 basis
E-mail	Level 1 service desk	24x7x365 basis
Remote Incident and request - resolution/restoration	Level 2 & Level 3 remote technician	8:00 AM to 5:00 PM business days
Onsite field support	Level 2 & Level 3 onsite field technician	8:00 AM to 5:00 PM business days
Preventative Maintenance	Onsite field technician	8:00 AM to 5:00 PM business days

- Support Hours refers to the location from which Diversified provides the Services.

4.2 Language Used

All communication between Client and Diversified resources shall be conducted in English.

4.3 Client Authorized User

The Diversified representative shall gather the list of authorized users from Client, who are permitted to contact the Help Desk to raise issues related to the Equipment. The authorized users shall be responsible for providing accurate and detailed information regarding any issues raised and for cooperating with the Help Desk to resolve issues in a timely manner.

In the event of authorized users changing the Client shall notify in writing the designated Diversified representative of any changes within 5 business days. Diversified shall not be liable for any delays or errors in resolving issues caused by the failure of Client to provide accurate and up-to-date information about authorized users.

Client acknowledges that it is solely responsible for ensuring that the list of authorized users is accurate and up to date.

Title	Authorized Client Name	E-mail Address	Phone Number with country code	Job Role/designation
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4.4 Escalation Process

In the event of an escalation, such as a service ticket not being handled within the agreed timeframe after being reported through the appropriate channels (i.e., phone, email, portal), Client should first contact the designated Client Delivery Executive (CDE) or CSM via email or phone. If the issue is not resolved to Client's satisfaction, Client may escalate the matter to the designated Account Executive as the second point of contact.

In the event of an escalation, such as a service ticket not being handled within the agreed timeframe after being reported through the appropriate channels (i.e., phone, email, portal), the Client should contact the designated Account Executive.

4.5 Service Level Management

4.5.1 Service Levels

Diversified shall make a good faith effort to perform Assurance Services according to the following standard service targets:



Service Desk – Calls

Service Measure	Metric Description	Performance Target	Target	Measurement Window
Average Speed to Answer (ASA)	The number of calls the Service Desk level 1 agents answer within 10 minutes is divided by the total number of calls answered.	<10 Minutes	95%	Calendar month
Average Speed to Response (ASR)	The number of tickets created and acknowledged by the Service Desk 1 agents answer within 15 minutes is divided by the total number of answered calls.	<15 Minutes	95%	Calendar month

Service Desk – E-mail

Response Time				
Service Measure	Metric Description	Performance Target	Target	Measurement Window
E-mail response time	The number of e-mails a Service Desk agent responds to client e-mail within 4 hours is divided by the total number of e-mails received.	4 Hours	90%	Calendar month

Onsite Field Services

Diversified shall make a good faith effort to perform Onsite Services in accordance with the following standard service targets:

- Response time: Diversified will respond to onsite visits within 48 hours of receiving a request, provided that remote troubleshooting has been completed and a technician has been assigned to the job.
- Quality of service: Assurance Onsite Services will be performed with due care, skill, and diligence in accordance with applicable industry standards and practices.

The 48-hour SLA clock will start once remote troubleshooting is completed and a technician is assigned to the job.

Response Time				
Service Measure	Metric Description	Performance Target	Target	Measurement Window
Onsite Response Visit	The number of tickets that had a technician onsite within 48 business hours vs. the total number of tickets that required onsite technician support	48 Hours	95%	Calendar month

Preventative Maintenance

Diversified shall perform preventative maintenance visits based on the agreed timing and frequency determined by Client and Diversified as outlined in this Statement of Work. This Statement of Work includes XX scheduled Preventive Maintenance visits per Term for each covered location/room. The preventative maintenance visits shall be scheduled at mutually agreeable times and dates.

4.5.2 Service Level Exclusion

The following deliverables/requirements are explicitly excluded from this Statement of Work.



- Diversified shall not be liable for any service level failure arising from any events beyond its reasonable control, including but not limited to Client's failure to perform its obligations under this Statement of Work, the performance of a third party not under Diversified's control, natural disasters, civil unrest, strikes, and government regulations.
- If the Diversified onsite technician is unable to access Client's site due to circumstances outside of its control, including but not limited to restrictions on access, denial of entry, or any other similar cause, the SLA clock shall be stopped until access to the site is restored.
- In the event that safety issues arise while accessing the site or equipment, the SLA clock shall stop. Once the safety issue has been resolved and it is safe to resume work, the SLA clock will begin again.
- If Diversified is unable to perform the services due to Client not being available at the site, the SLA clock shall stop until such time as Client is available. Diversified shall make reasonable efforts to schedule the services at a mutually agreed-upon time with Client, and any delays caused by Client's unavailability shall not be counted towards the SLA metrics.
- If Equipment is not covered under warranty, the service levels provided under this Statement of Work shall not apply to such Equipment of resources and the nature of the issue. The parties shall work together to develop a mutually agreeable service plan for the Equipment that is not covered under warranty, which shall include a description of the services to be provided and the associated fees.
- If Client reschedules the preventative maintenance schedule agreed upon in the service level agreement, the service level clock shall be stopped during the rescheduled time. The service provider shall not be liable for any service level breaches that occur during the rescheduled time.



5 Scope of Work

Under this Statement of Work, Diversified shall provide Client with the following services:

5.1 Remote Support

Diversified shall provide remote support services to Client. Remote support services shall include service desk level 1, level 2, and level 3 remote support for troubleshooting, problem diagnosis, and resolution. Remote Services include activities, as further detailed in this Schedule, required to coordinate, and respond to incidents and service requests logged by authorized users of Client. The coverage model is specified in **Hour of Support (Section 4.1)** and adhere to service level as specified in **Service Level Management (Section 4.5)**.

Level 1 support

Service Desk level 1 support is the activities associated with restoring services when interruptions of business activities occur and must be resolved. The aim is to restore service as quickly as possible and, when necessary, by means of a remote workaround.

Diversified shall provide Service Desk level 1 support to manage incidents and service requests and handle communication with the authorized users per the roles and responsibilities below.

Client shall call, email or submit issues via the portal to Diversified's Global Service Center and provide Diversified with the entitlement information and a description of the problem. The Service Desk level 1 shall take that submitted information and provide remote assistance to resolve inquiries on the features, functions, and usage of services in scope. If the issue remains unresolved, the Service Desk level 1 shall escalate the ticket to remote level 2 and level 3 resolver groups.

Responsibility Matrix

The table below sets forth a responsibility matrix describing the respective task-level responsibilities of Diversified and Client, for level 1 remote support services. Diversified shall perform those activities for which Diversified is listed as the responsible party in the applicable table, and Client shall perform those activities for which Client is listed as the responsible Party in the applicable table, indicated in each case with an "X" in the applicable column.

Roles and Responsibilities	Diversified	Client
The Client shall call or email and provide Diversified with the following information: Client name, Client contact info, Site address, suggested date/time for the service, and a description of the problem.		X
Submit inquiries for support through approved channels and procedures.		X
The Service Desk shall be a single point of contact (SPOC) for authorized users relating to all services in scope.	X	
Communicate with authorized users through live agents in the following languages: English during the hours specified in Hours of Support section III.1	X	
Provide the following support for Incidents and requests: authorized user entitlement, classification based on the information provided, initial triage, ticket resolution of resolvable tickets, routing and escalation to level 2 and level 3 resolver groups (including third parties).	X	
For incidents and requests owned by the Service Desk, manage and maintain end-to-end ticket ownership following Incident management and request management practices.	X	
Participate, as needed, in Client escalations/analysis requests.	X	
Responsible for scheduling field service appointments, assigning technicians to jobs, and ensuring that service incidents are handled promptly and efficiently.	X	
Responsible for providing field services dates of visits and times and confirming availability.		X



Roles and Responsibilities	Diversified	Client
Ensure technicians have the necessary information to complete their jobs which includes Client contact details, location information, and issue description.	X	
Ensure that technicians arrive on time, complete jobs efficiently, and meet customer requirements as per service scope.	X	
Generate quotation for the Equipment not under warranty which includes labor cost, travel cost, and equipment cost.	X	
Provide dispatch or field technician ticket billing details to the finance team.	X	
Validate, acknowledge, and approve the quote provided by Diversified.		X
Provide approval and authorization for Diversified employees to access the Client site.		X

Level 2 support

Level 2 support is the activities that represent a higher level of remote technical support provided by a level 2 agent via remote access to recover service quickly and, when necessary, by means of a remote workaround that cannot be resolved by level 1 support.

Diversified shall provide Service Desk level 2 support to resolve incidents and service requests and handle communication with authorized users.

Responsibility Matrix

The table below sets forth a responsibility matrix describing the respective task-level responsibilities of Diversified and Client for level 2 support services.

Diversified shall perform those activities for which Diversified is listed as the responsible party in the applicable table, and Client shall perform those activities for which Client is listed as the responsible party in the applicable table, indicated in each case with an "X" in the applicable column.

Roles and Responsibilities	Diversified	Client
Handles assigned manual incidents and request execution routines that cannot be handled automatically and/or may require elevated technical rights beyond level 1. This includes diagnosing and troubleshooting complex technical issues related to AV equipment, software, and systems.	X	
Point of escalation for level 1 agents, providing guidance and support in resolving more complex issues.	X	
Resolve Incidents using remote-control and/or video conferencing system, and when possible, implement corrective actions. If the Incident resolution is not possible, escalate as per the escalation procedures.	X	
Provide additional information about the issue they are experiencing, including error messages, symptoms, and any steps they have taken to resolve it.		X
Provide necessary access, licenses, and administration to remote control tool(s) to level 2 support agents.		X
Participate, as needed, in Client escalations/analysis requests.	X	
Provide approval and authorization for Diversified employees to access the client site.		X

Level 3 support

Level 3 support is the activities that represent the highest level of remote technical support provided by a level 3 technical specialist via remote access to recover service as quickly as possible and, when necessary, by means of a remote



workaround that cannot be resolved by level 1 & level 2 Support. Diversified shall provide level 3 support to resolve Incidents and handle communication with the authorized users.

Responsibility Matrix

The table below sets forth a responsibility matrix describing the respective task-level responsibilities of Diversified and Client for level 3 support services. Diversified shall perform those activities for which Diversified is listed as the responsible party in the applicable table, and Client shall perform those activities for which Client is listed as the responsible Party in the applicable table, indicated in each case with an "X" in the applicable column.

Roles and Responsibilities	Diversified	Client
Handles assigned manual incidents execution routines that cannot be handled automatically and/or may require elevated technical rights beyond level 1 and level 2.	X	
Resolve complex and advanced technical issues using remote capabilities and or video conferencing systems. Level 3 technical specialists have the expertise and experience to troubleshoot and resolve the most challenging and complex technical problems related to audio-visual, collaboration, media, digital signage, information technology, and security systems.	X	
The Level 3 technical specialist shall communicate with Client to ensure that all technical issues are resolved promptly and satisfactorily.	X	
Provide detailed information about the issue they are experiencing, including error messages, symptoms, and any steps they have taken to resolve it.		X
Provide approval and authorization for Diversified employees to access Client's site.		X
Provide necessary access, licenses, and administration to remote control tool(s) to level 3 technical specialists.		X
Participate, as needed, in Client escalations/analysis requests.	X	
Escalate issues to If the level 3 technical specialist cannot resolve a problem; the issue shall be escalated to vendors and manufacturers.	X	
Provide approval and authorization for Diversified employees to access Client's site.		X

5.2 Onsite Support

Diversified shall provide onsite support services to Client; onsite support services shall include level 2 and level 3 support for incidents where a remote resolution is either not possible or not available. In those situations, a field technician will be scheduled to go onsite at Client's location to investigate and resolve an incident related to the Equipment.

Level 2 Support

Level 2 support will provide onsite technical support to Client, as required. The field technician shall respond to support requests within the defined response time as specified in **Service Level Management (Section 4.5)**. They shall be available to travel to the customer's location if remote support is not possible or if the customer requests onsite support.

Responsibility Matrix

The table below sets forth a responsibility matrix describing the respective task-level responsibilities of Diversified and Client, as described in the section above. Diversified shall perform those activities for which Diversified is listed as the responsible party in the applicable table, and Client shall perform those activities for which Client is listed as the responsible Party in the applicable table, indicated in each case with an "X" in the applicable column.



Roles and Responsibilities	Diversified	Client
Handles assigned manual incidents execution routines that cannot be handled automatically and/or may require elevated technical rights beyond level 1 and level 2 remote support	X	
Provide Diversified safe and uninterrupted access to the location and Equipment.		X
Responsible for maintaining backup data necessary to replace critical data in case of loss or damage to such data for any cause.		X
Diagnose and troubleshoot technical problems, perform repairs so that all Equipment functions properly. <ul style="list-style-type: none">Performing onsite technical assistance and troubleshootingAssisting with uncrating equipment from boxes and shipping replaced equipment.Testing media for continuity and proper signaling.Assisting with AV and conference room equipment setup	X	
Provide access to the original design, integration architecture, and pictures for installations/implementations.		X
Follow all safety procedures and always adhere to Client's security and confidentiality policies.	X	
Communicate effectively with Client to inform the ticket resolution progress.	X	
Provide training to Client on using and maintaining audio and video equipment and provide best practices and recommendations for using the equipment.	X	
Provide approval and authorization for Diversified employees to access Client's site.		X

Level 3 Support

Level 3 support is the activity that represents the highest level of onsite field technical support provided by a level 3 technical specialist to recover service as quickly as possible. The technical specialist will be available to travel to Client's location if remote support is impossible or Client requests onsite support. Diversified shall provide level 3 support to resolve incidents and handle communication with the authorized users.

Responsibility Matrix

The table below sets forth a responsibility matrix describing the respective task-level responsibilities of Diversified and Client as described in the section above.

Diversified shall perform those activities for which Diversified is listed as the responsible party in the applicable table, and Client shall perform those activities for which Client is listed as the responsible party in the applicable table, indicated in each case with an "X" in the applicable column.

Roles and Responsibilities	Diversified	Client
Resolve complex and advanced technical issues for equipment malfunctions; onsite technicians will diagnose and repair the problem by replacing parts or adjusting the equipment.	X	
Level 3 onsite technical specialists have the expertise and experience to troubleshoot and resolve the most challenging and complex technical problems related to audio-visual, collaboration, media, digital signage, information technology, and security systems.	X	
The level 3 technical specialist shall communicate effectively with Client to resolve technical issues promptly.	X	
Provide detailed information about the issue they are experiencing, including error messages, symptoms, and any steps they have taken to resolve it.		X
Participate, as needed, in Client escalations/analysis requests.	X	
If the level 3 onsite technical specialist cannot resolve a problem, the issue shall be escalated to vendors and manufacturers.	X	



Roles and Responsibilities	Diversified	Client
The Client authorized user needs to provide a signoff to Diversified within 24 hours of issue resolution.		X

5.2.1 Equipment Repair and Replace

Equipment Under Warranty

As a part of onsite field support, any Client Equipment found to be defective or non-functional during the warranty period will be repaired or replaced new equipment of similar make and model. Diversified shall be responsible for all costs of replacing defective equipment, including shipping and installation. Acceptance testing of the replacement equipment shall be performed to ensure that it meets the required specifications and is functioning properly. Diversified shall adhere to service level as specified in **Service Level Management (Section 4.5)**. If it is determined that the Equipment requires manufacturer replacement or repair, the equipment will be sent to the manufacturer's repair facility or a third-party vendor's repair facility. It will be procured from the manufacturer or a qualified vendor. This Statement of Work includes parts, labor, shipping, and taxes incurred by the manufacturer/repair facility and Diversified.

Equipment Not Under Warranty

If any Client Equipment is found to be defective or non-functional and not in the warranty period, the Diversified field technician shall coordinate with the part manufacturer to arrange for the replacement. In the event of a replacement, the manufacturer shall be solely accountable for promptly providing a replacement part. Client shall bear any costs incurred for purchasing and delivering replacement parts. Upon the completion of equipment shipment from the manufacturer/third party, Diversified shall provide a quote to Client for the replacement job. Diversified will replace the equipment upon receipt of the Client signed authorization and billing PO copy.

The standard SLA terms outlined in this Statement of Work shall not be applicable for equipment that is out of warranty; the onsite technician for out of warranty equipment will be based on a reasonable effort basis and may be subject to availability. Client understands and agrees that Diversified shall not be liable for delays or failure to provide onsite technician services for out of warranty equipment. Client agrees to cooperate with Diversified and provide all necessary information to facilitate the technician's visit.

Responsibility Matrix

The table below sets forth a responsibility matrix describing the respective task-level responsibilities of Diversified and Client, as described in the section above.

Diversified shall perform those activities for which Diversified is listed as the responsible party in the applicable table, and Client shall perform those activities for which Client is listed as the responsible party in the applicable table, indicated in each case with an "X" in the applicable column.

Roles and Responsibilities	Diversified	Client
Identify defective or non-functional equipment and notify Diversified of issues		X
Identify the Equipment under warranty and perform initial diagnostics	X	
Equipment repair or replacement for warranted Equipment	X	
Cover all costs including parts, labor, shipping, and taxes for non-warranted Equipment		X
Send equipment to the manufacturer or third-party vendor for replacement or repair. Receive replacement equipment from a manufacturer or qualified vendor and install	X	

5.3 Preventative Maintenance



Diversified shall perform preventative maintenance for Equipment in each location/room as identified in this Statement of Work. The frequency of preventative maintenance shall be [insert frequency]. It shall be performed on the following dates [insert dates].

Diversified shall keep records of all preventative maintenance performed, including the maintenance date, tasks performed, and any issues identified and addressed. A scheduled maintenance report shall be provided following the completion of any preventive maintenance visit listing all actions taken, open issues found, and any recommendations. Any equipment needing replacement or repair beyond the scope of preventative maintenance shall be reported to Client.

Exhibit XX Preventative Maintenance Visit Breakdown is an inventory of rooms. It lists the Equipment under the terms of this Statement of Work that will be addressed during a scheduled preventive maintenance visit.

Responsibility Matrix

The table below sets forth a responsibility matrix describing the respective task-level responsibilities of Diversified and Client, described in the section above. Diversified shall perform those activities for which Diversified is listed as the responsible party in the applicable table. Client shall perform those activities for which Client is listed as the responsible party in the applicable table, indicated in each case with an "X" in the applicable column.

Roles and Responsibilities	Diversified	Client
Provide Diversified safe and uninterrupted access to the location and Equipment.		X
Responsible for maintaining backup data necessary to replace critical data in case of loss or damage to such data for any cause.		X
Follow all safety procedures and adhere to Client's security and confidentiality policies.	X	
Inspecting and testing Equipment thoroughly.	X	
Provide maintenance summary report after any preventive maintenance visit listing all actions taken, open issues found, and any recommendations concerning additional measures.	X	
Create preventative maintenance request tickets based on the PMV schedule as per the Statement of Work.	X	
Responsible for scheduling field service appointments, assigning technicians to jobs, and ensuring service requests are handled promptly and efficiently.	X	
Ensure technicians have the necessary information to complete their jobs, including Client contact details, location information, and scope of work.	X	
Client shall be responsible for emailing and providing Diversified with the following information for preventative maintenance: Client name, Client contact info, site address, and PMV schedule date/time for the service.		X
Participate, as needed, in Client escalations/analysis requests.	X	
Close preventative maintenance Service Requests upon job completion.	X	

5.4 Delivery & Governance

Diversified agrees to provide the Client with delivery and governance support for the overall service engagement. This includes guiding standard operational processes, providing metrics and reports for managing service level agreements, and ensuring compliance with service level agreements. Diversified shall appoint a Client Success Manager (CSM) who shall act as a single escalation point for Client for all service-related issues.

Responsibility Matrix

The table below sets forth a responsibility matrix describing the respective task-level responsibilities of Diversified and Client for the service described in the section above. Diversified shall perform those activities for which Diversified is listed as the responsible party in the applicable table, and Client shall perform those activities for which Client is listed as the responsible party in the applicable table, indicated in each case with an "X" in the applicable column.



Roles and Responsibilities	Diversified	Client
Primary contact for all service delivery matters across all service for Client per the agreed-to governance structure.	X	
Responsible for establishing the 'delivery' governance model and service reviews.	X	X
Provide process ownership for end-to-end service Client delivery processes.	X	
Provide feedback on Client needs and expectations.		X
Drive prompt identification and resolution of service delivery issues across all services.	X	X
Review and approve service (pulse, /workspace) specific Project Schedules and Change Management for in-scope activities for the SOW.	X	X
Oversee / orchestrate Diversified service delivery activities – Manage delivery teams against service contract commitments, and ensure they understand the Client environment.	X	
Provide a sample Certificate of Insurance if one is required to enter the building where the Equipment is located.		x
Manage service delivery risks (mitigations, costs, continuity, etc.). Ensure regular contract reviews are performed.	X	X
Manage delivery-related Client escalations (tracking, follow-up, actions, etc.) per the agreed-to-escalation process.	X	
Ensure account governance and stakeholder model is documented, agreed to, and reviewed regularly (governance model may include Monthly Business Review (MBR) and Quarterly Business Review (QBR) contract change management, etc.).	X	X
Communicate changes to staffing, account structure or other key changes to Client and Diversified stakeholders.	X	X
Obtain any Client required security clearance and/or Security Training required by the Client.	X	
Provide review, approval, and risk identification for changes to existing agreement.	X	X
Facilitate account performance review meetings on the agreed cadence.	X	
Facilitate resolution of service-level compliance issues.	X	
Conduct NPS (net promoter score) survey yearly.	X	

5.5 Reporting

Diversified shall provide standard reports of the in-scope services as outlined below:

Report Name	Description	Views	Frequency
Average speed to answer	Summary of calls that hit the phone system leveraged queue and time taken to answer the call	<ul style="list-style-type: none"> Summary of total calls received, answered and missed Overall, all ASA (Average time in seconds) Summary of Performance Insights 	Monthly
Call volume report	Summary of the volume of calls received leveraged queue-based	<ul style="list-style-type: none"> Total call volume Call Volume by period – received, answered, missed, call back 	Monthly
Overall SLA	Provides the overall view of the response SLAs agreed with Client.	<ul style="list-style-type: none"> Summary of the agreed SLAs for incidents 	Monthly



		<ul style="list-style-type: none">• Summary of agreed SLA for field onsite dispatch tickets.• Ticket Misses - List of tickets that missed the SLAs.	
Incident Dashboard	Provides a summary and details for an incident created and closed (volume trend). Trend chart for created and resolved by priority, location, and contact type.	<ul style="list-style-type: none">• Summary - Incident summary on created and closed incidents.• Incidents by Status - All incidents created for that period with their current status and priority.• Incidents by location - All incidents created for that period by site/location• Incidents by Contact type - incidents created for locations with their current status and priority.• Incidents Created By Reported Source - All incidents created for that period by reported source.• Incidents Mean Time to Resolve - Overall - Incidents resolved for that period and its daily mean time to resolve (resolved time - created time).	Monthly
Preventative Maintenance summary report	Provides the completion of any Preventive Maintenance visit listing all actions taken, open issues found, and any recommendations concerning additional actions.	<ul style="list-style-type: none">• Summary of maintenance Schedule.• Summary of Performed Maintenance Tasks	Based on schedule (Optional)



6 Description of Non-Coverage: Service Not Covered

The following items, areas, and conditions are not covered by this Statement of Work:

1. Failure due to or caused by fire, as a result of utility services, poor unconditioned or fluctuating electrical power, air-conditioning or humidity control, computer virus, or natural and environmental causes such as earthquake, tornado, floods, lightning, corrosion, acts of war or terrorism, quarantine restriction, strikes, freight embargoes, or other extreme weather.
2. Failure caused by abuse, misuse, or negligence of the installed systems and/or components.
3. Any actual, consequential, or incidental damages incurred or suffered by Client, directly or indirectly, or for economic loss, including, but not limited to inconvenience, common carrier delay or material damage, loss of profits, loss of business revenue, loss of time, loss of equipment use, or any other economic loss of any kind whatsoever.
4. Failure or perceived failure on mechanical or electrical failure was found or due to the Client's inability to operate the covered systems and components properly.
5. Control system or other software programming changes to facilitate control functions not available at the commencement of the Statement of Work.
6. Inability of the covered systems and components due to the manufacturing design of a product, or the integration of the system, to perform in a manner other than for what it was designed.
7. Any condition that existed before the start date of this Statement of Work that would have been obvious during a pre-inspection of the covered systems and components.
8. Repairs prohibited by statute, governmental regulation, or applicable other law.
9. Physical re-installation of covered systems and components from their original installed configuration.
10. Back-up and restoration of data.
11. Replacement parts that are not available or have been discontinued.
12. Work performed outside of Diversified normal business hours except as agreed to herein.
13. Equipment deemed "End of Service Life", or "UN-REPAIRABLE" by either Diversified or the original equipment manufacturer.
14. ISDN and/or IP networking problems related to video conferencing systems. Diversified is not responsible for troubleshooting local, long-distance ISDN carrier problems or IP networking problems. Should the requirement arise that necessitates Diversified involvement in diagnosing ISDN/IP network problems, Diversified will provide this service on a time and material basis.
15. Repair or replacement of Glass, or Plexiglas products, screen covers, fixtures, equipment covers, and consumables (i.e., lamps, batteries & filters).
16. Client making IP network changes or switch updates/changes that break the control and audio-video systems.
17. Client making codec firmware upgrades that break the AV control system. Diversified is not liable for programming upgrades related to Codec security modifications.
18. Client initiating building power generator testing; requests to retest AV system after Client initiates a power system shut down and generator test.



7 Managed Service Acceptance

Please review this for accuracy and if you agree, please sign below and return a copy to Diversified, keeping a copy for your records.

For CITY OF HUNTSVILLE	For Diversified
<hr/>	<i>Kari DiMotta</i> <hr/>
Authorized Signature	Authorized Signature
<hr/>	Kari DiMotta <hr/>
Printed Name	Printed name
<hr/>	5/14/2025 <hr/>
Date	Date
<hr/>	
Email Address	



Exhibit A - Assurance Service Department Contact Information

The information below will help you initiate your issues and requests.

Initiate

Contact our Global Service Center to initiate a service request or follow up on an existing ticket. Please have your Diversified Job Number ready, if applicable.

customerservice@onediversified.com

(866) 447-1004

Option 1: Technical Support & Service Requests

Option 2: Parts Orders / Status

For Preventative maintenance, client shall e-mail to: pmrequest@onediversified.com

Account Executive

Your assigned Account Executive's contact information:

David DeGruy

ddegruy@onediversified.com

205-582-5904



Exhibit B - Covered Location

Diversified shall provide Client in scope services at the locations and rooms agreed between Diversified and Client as identified below:

State	City	Site Address	Room
AL	Huntsville	308 Fountain Circle SW	Control Room



Exhibit C - Covered Equipment

Client agrees to provide Diversified with a detailed list of equipment to be covered under this Statement of Work (the "Equipment"). Equipment not listed in the provided equipment list shall be excluded from the scope of this Statement of Work.

Should any equipment not included as Equipment require repair, Diversified will facilitate such repair through the manufacturer or a third-party vendor. Following the manufacturer's or third party's assessment, Diversified will provide Client with a repair quote within forty-eight (48) hours. The repair or replacement of the excluded equipment will only proceed upon receipt of Client's signed authorization and a purchase order or other documentation necessary for billing purposes.

Diversified will make reasonable efforts to address issues related to equipment not covered by this Statement of Work. For the avoidance of doubt, Client shall bear all costs associated with labor, freight, and replacement parts for such equipment.

ROOM NAME - QUANTITY	Part Number	Description	QTY
CONTROL ROOM	R9867500B	55" UniSee 500 Gen 2 LCD with US Power cord, 500 Nit	16.00
CONTROL ROOM	R9811016B	Wall Manager Edge	1.00
CONTROL ROOM	R9867601	UniSee New Gen Smart Mount	16.00
CONTROL ROOM	R9867602	UniSee New Gen Smart Mount Crosses	14.00
CONTROL ROOM	R9867740	UniSee New Gen Installation Kit	1.00
CONTROL ROOM	ST8X2BDMIG2	Smart Mount- 8W x 2 H with Unisee Interface	1.00
CONTROL ROOM	FW75BZ40H	75" LED, 4K HDR, Professional Display	2.00
CONTROL ROOM	XTM1U	Extra Large tilt mount assembly	2.00
CONTROL ROOM	R9836340	Enterprise Server R340-D1	2.00
CONTROL ROOM	R983634099	R340-D1 Sliding Rails & Cable Management Arm	2.00
CONTROL ROOM	K9303075B	NGS-D320 Pro Compact 4K dual channel H.264 encoder and decoder	21.00
CONTROL ROOM	C9826144	MNA-240/NGS-D220 19" RACK KIT	1.00
CONTROL ROOM	R9822000B	NDN-220 PRO TransForm N Display Node US	4.00
CONTROL ROOM	R9811009B	Display Controller	6.00
CONTROL ROOM	R9811098	P110 VESA Mount	6.00
CONTROL ROOM	R9811001B	NAN-110 Audio Node US	1.00
CONTROL ROOM	CORE 110I	Unified Core with 24 local audio I/O channels, 128x128 network I/O channels, dual LAN ports, POTS and VoIP telephony, 16x16 GPIO, 16 next-generation AEC processors, 1RU.	1.00
CONTROL ROOM	MXA920W-S	Square (24") Ceiling Array Microphone, Digitally Steerable Coverage, White, RJ45 Connector	1.00



CONTROL ROOM	SPA4-100	1/2 RU 4 Channel ENERGY STAR amplifier / Multichannel Operation 100 watts into 8 ohm & 4 ohm, Bridged pair operation 200 watts into 8 ohm & 4 ohm, and 350 watts into 70v and 100v / 100-240 VAC	1.00
CONTROL ROOM	AD-C6T-LP	6.5" Two-way low-profile ceiling speaker, 70/100v transformer with 16 ohm bypass, 135-deg conical DMT coverage, White. Priced individually but must be purchased in pairs.	12.00
CONTROL ROOM	UC-CX100-T	Crestron Flex Advanced Integrated Video Conference System for Microsoft Teams Rooms	1.00
CONTROL ROOM	PTZ-12X72	Q-SYS PoE camera for AV-to-USB Bridging. 12x Optical Zoom 72-deg horizontal field of view. For small to medium conference rooms. Includes Lan, 3G-SDI and HDMI; includes a PTZ-WMB1 bracket	2.00
CONTROL ROOM	PTZ-CMB1	Accessory Ceiling Mount Bracket for PTZ Camera.	2.00
CONTROL ROOM	CP4N	4-Series Control System	1.00
CONTROL ROOM	TSW-1070-B-S	10.1 in. Wall Mount Touch Screen, Black Smooth	1.00
CONTROL ROOM	TS-1070-B-S	10.1 in. Tabletop Touch Screen, Black Smooth	1.00
CONTROL ROOM	BGR-4532-AV	Floor Gangable	2.00
CONTROL ROOM	LBP-2A	10 PACK,L BAR,2"OFFSET	2.00
CONTROL ROOM	PD-915R	9OUT,15A,RCKMNT POWER CEN	1.00
CONTROL ROOM	R9821099	TFN Rackmount Kit for 2 units NDN-210/OPS-210	2.00
CONTROL ROOM	R9811011B	EMS-110 Enterprise Media Server	1.00
CONTROL ROOM	R98491200	EXT-1200 Ext Pwr Supply block	3.00
CONTROL ROOM	R98497050	UNI-7050 Ex power cable 50 m	16.00
CONTROL ROOM	B563128	EPS-1200 Ext Redundant SPMS	3.00



Exhibit D – Preventative Maintenance Visit Breakdown

The following list of activities shall be performed as a part of preventative maintenance.

Audio Visual Breakdown

- a. Complete function checks of AV and control systems including the testing of all physical room components (i.e.: shades, lights, screen, etc.)
- b. Check firmware of all applicable system components
- c. Make any recommendations on possible equipment replacement.
- d. Conduct a max bandwidth video conference test call.
- e. Check all audio levels and balance levels as needed.
- f. Check each Video / Audio input.
- g. Check each available system input and output connection.
- h. Check all system remotes for functionality and possible battery issues.
- i. Record Lamp hours on LCD/DLP projectors and clean filter(s).
- j. Check image quality of any LCD/ LED Display(s).
- k. Align and color balance video wall screens as necessary.
- l. Clean each system component (as needed).
- m. Check & clean any equipment that has fans and filters.
- n. Check projection screens for image quality & align if necessary.
- o. Clean up any loose cabling.
- p. Final test of entire system operations when P/M is complete.
- q. Notify Client of system conditions.
- r. Arrange equipment pick-up if needed.
- s. Generate a site visit final report.



Exhibit E – Service Terms and Conditions

This agreement (the "Agreement") is made as of the date of signature below between One Diversified, LLC, ("Diversified"), and CITY OF HUNTSVILLE (the "Client"). In the event Client has a Master Services Agreement ("MSA") in place with Diversified, the terms and conditions of the MSA shall control over the Service Terms and Conditions set out in this Exhibit E to the extent of any conflict.

In addition to the provisions set out in the Agreement, the following general terms and conditions shall apply:

1. **Diversified:** Diversified shall provide the Services and/or equipment ordered by Client in a professional and workmanlike manner and in accordance with generally accepted industry standards. Diversified may provide additional services or equipment beyond those described in the Agreement if the parties mutually agree in writing to such services and document any additional work via an executed change order. Services and/or equipment not specifically described in the Agreement shall be the responsibility of Client or other third parties engaged by Client.

2. **Prevailing Terms and Conditions:** By signing this Agreement, Client represents and acknowledges that he/she has fully read, understands, and accepts the terms of this Agreement, including the terms and conditions included herein. The terms and conditions of this Agreement shall control if there are different or additional terms in any Client purchase order, acceptance form or invoice, and any such different or additional terms are hereby rejected.

3. **Payment: [Upfront (standard)]** - Payment is to be made in one (1) instalment. The invoice will be presented after the signing of the Agreement and will be due and payable within thirty (30) days and before any work is started under this Agreement.

In case the payments are more than 30 days past due, interest will accrue at the lesser of 1.5% per month or the maximum rate permitted by applicable law. Furthermore, the Client will reimburse Diversified for all reasonable costs and expenses of collection, including attorneys' fees.

[Annual (standard)] - The Client will pay Diversified in Annual installments of [XXXX], with invoices presented on the first day of each year for which services are provided. The payments must be made within thirty (30) days of invoice issuance.

In case the payments are more than 30 days past due, interest will accrue at the lesser of 1.5% per month or the maximum rate permitted by applicable law. Furthermore, the Client will reimburse Diversified for all reasonable costs and expenses of collection, including attorneys' fees.

[Monthly (standard)] - The Client will pay Diversified in monthly instalments of XXXX, with invoices presented on the first day of each month for which services are provided. The payments must be made within thirty (30) days of invoice issuance.

In case the payments are more than 30 days past due, interest will accrue at the lesser of 1.5% per month or the maximum rate permitted by applicable law. Furthermore, the Client will reimburse Diversified for all reasonable costs and expenses of collection, including attorneys' fees.

4. **Taxes:** The charges listed in this Agreement do not include taxes, duties, or other assessments. Client will be responsible for and will reimburse Diversified for all taxes or similar charges that are related to this Agreement or to payments made under this Agreement, other than taxes imposed on the net income of Diversified (collectively, "Taxes"). If Client is required by law to make any deduction or withholding of Taxes from any payment due to Diversified under this Agreement, Client will (i) timely and properly prepare and submit any necessary filings and remit such Taxes to the appropriate taxing authority, (ii) provide Diversified with receipts evidencing Client's withholding and payment of the appropriate tax in a timely manner, and (iii) increase each payment related to this Agreement to the extent necessary to ensure that Diversified actually receives the amount that Diversified would have received if such payment had not been subject to Taxes.



5. **Equipment and Maintenance Alteration:** No alterations of wiring interconnections of the covered systems and components may be performed without the supervision of Diversified Service personnel. Client shall not alter, repair, or modify the Equipment and Onsite Spares Inventory except as expressly directed by Diversified Service personnel. Diversified will assist the Client in maintaining the operating integrity of Client's Equipment and Onsite Spares Inventory. The Client shall not add equipment, components, wiring, software, or other parts to the Equipment and Onsite Spares Inventory without written notification to and acceptance by Diversified. If Diversified finds the Equipment and/or Onsite Spares Inventory under this Agreement to have been altered or serviced by any person other than designated Diversified staff, this Agreement will be voided from warranty coverage and support. Any unpaid balances will be due in full at the time of such termination.

6. **Employees:** In consideration of Diversified's investment in recruiting, training, and ongoing support for any employee(s) supporting Client as part of this Agreement, Client shall not directly or indirectly hire any employee(s) provided by Diversified as part of this Agreement during the Agreement term and for two (2) years following termination of the Agreement or Client will pay Diversified a fee in the amount of \$50,000.00 per employee upon hire of such employee. Payment of this fee is due upon receipt of a Diversified invoice.

7. **Transfer:** This Agreement may not be transferred to any other party without the expressed written consent of Diversified.

8. **Commencement:** If the Equipment and components are not new, were not provided by Diversified, installed, or serviced by Diversified, Diversified reserves the right to inspect the equipment within sixty (60) days of the Effective Date. Diversified will evaluate the Equipment and determine if it is operating correctly and within the manufacturer's standards. If Diversified determines that the Equipment is not operating correctly, properly, or requires Service to bring the equipment to good operating condition, Diversified will forward an estimate to Client regarding the cost of such service. This service is not covered by this Agreement, if Client declines to have Diversified perform the work required to bring the Equipment and components up to good operating condition within thirty (30) days of the Effective Date, Diversified may, at its sole option, remove said Equipment or component from this Agreement. No work on the Equipment and components may be performed prior to Effective Date of the Agreement.

9. **Termination.** Either party may terminate this Agreement if the other Party breaches any material provision of the Agreement and fails to cure such breach within thirty (30) days after receipt of written notice from the non-breaching party describing the breach in detail, except for a breach regarding failure to pay amounts due, in which case the period to cure shall be ten (10) days.

10. **Force Majeure:** Neither party shall be liable for any delay or failure to perform its obligations hereunder (except for the payment of money) to the extent caused by any act or event which occurs and is beyond its reasonable control, including, without limitation, pandemics, acts of God or public enemy, riots, terrorism, governmental acts, embargos, blockades, fuel or energy shortage, transportation delays, or the inability to obtain necessary labor, materials or utilities from usual sources; provided, however, that the party experiencing the force majeure provides the other with prompt written notice thereof and uses all reasonable efforts to remove or avoid such causes.

11. **Independent Contractors; No Agency:** Diversified is an independent contractor hereunder. No employee of either party shall be deemed to be an employee of the other for any purpose whatsoever. Nothing herein shall be construed to create a partnership, joint venture or agency relationship between the parties or to grant either party the power or authority to act for, bind, or commit the other party in any way.

12. **Confidentiality:** During this Agreement, each party, its employees, subcontractors, officers, and agents may receive or have access to Confidential Information of the other party (each, a "**Receiving Party**" when the recipient of Confidential Information and a "**Disclosing Party**" when the discloser of Confidential Information). In the event the Receiving Party obtains Confidential Information from the Disclosing Party, the Receiving Party agrees to keep such Confidential Information in the strictest confidence and safeguard such information using the same degree of care as it uses to safeguard its own Confidential Information, which in no case shall be less than a reasonable degree of care. Each party's "**Confidential Information**" consists of its business plans and customer lists, pricing, intellectual and proprietary information, any information the Disclosing Party identifies as confidential at the time of disclosure (or if in writing the Disclosing Party marks as Confidential), and any information a reasonable person would consider confidential under the circumstances.

a) **Mutual Obligations:** The Receiving Party shall (i) not use the Disclosing Party's Confidential Information for any purpose other than the exclusive purpose of fulfilling its obligations under this Agreement; (ii) not use, disclose or



otherwise make available to any person or entity (except as permitted herein) any of the Disclosing Party's Confidential Information during the term of this Agreement or thereafter without the prior written consent of the Disclosing Party. (iii) limit access to Confidential Information to those employees, officers, subcontractors and agents on a need-to-know basis who has first executed a general written agreement committing such person to conduct that would not violate its obligations pursuant to this Agreement; and (iv) be responsible for any breach of this Agreement by employees, subcontractors, officers and agents.

- b) Exceptions: Confidential Information will not include information to the extent that: (a) such information is or becomes publicly available other than through any act or omission of the Receiving Party; (b) such information was received by the Receiving Party from a third party, which third party had no obligation of confidentiality to the Disclosing Party; (c) such information was in the possession of the Receiving Party at the time of the disclosure without an obligation of confidence, (d) was independently developed by the Receiving Party without access or reference to the Disclosing Party's Confidential Information; or (e) such information is/are required to be disclosed pursuant law, judicial order, or government regulation, provided that, in the event the Receiving Party becomes legally compelled to disclose any of the Disclosing Party's Confidential Information, the Receiving Party shall provide to Disclosing Party prompt notice thereof so that Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement.

13. Indemnification: ~~Intentionally Omitted Client shall indemnify, defend and hold Diversified its officers, directors, employees and agents harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and other expenses and fees incurred through appeal, and interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses, including injuries or death, or economic losses, arising out of the Services; provided, however, Client shall not be required to indemnify Diversified for claims where Diversified, its officers, directors, employees or agents are found to be solely responsible by final non-appealable judicial decision for such damages or losses based upon such entity's or person's willful misconduct or gross negligence.~~

14. Disclaimer of Warranty; Limitation of Liability: DIVERSIFIED MAKES NO WARRANTIES WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE SERVICES AND/OR EQUIPMENT PROVIDED UNDER THIS AGREEMENT TO THE GREATEST EXTENT PERMITTED BY LAW. DIVERSIFIED SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. DIVERSIFIED SHALL NOT BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT. UNDER NO CIRCUMSTANCES SHALL DIVERSIFIED'S AGGREGATE CUMULATIVE LIABILITY HEREUNDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE AVERAGE AMOUNT OF FEES ACTUALLY PAID DIVERSIFIED UNDER THIS AGREEMENT OVER A TWELVE (12) MONTH PERIOD. Client acknowledges that the Services provided under this Agreement are subject to terms and conditions established by the manufacturer as specified within this Agreement. At the Client's request, Diversified agrees to provide a copy of the manufacturer's terms and conditions applicable to the services covered by this Agreement.

15. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the state of ~~Alabama~~Georgia without regard to its conflict of law's provisions. Any legal action or proceeding relating to this Agreement shall be instituted in any state or federal court in ~~State of Alabama~~Atlanta, Georgia, and the parties agree to submit to the jurisdiction of, and agree venue is proper in, the aforesaid courts in any such legal action or proceeding.

16. Dispute Resolution: Any controversy, dispute, difference, or claim arising or related to this Agreement, including any question concerning its existence, validity, termination, interpretation, performance of enforcement shall be exclusively and finally settled by arbitration. The arbitration proceeding shall be conducted in ~~Atlanta, Georgia~~State of Alabama, in accordance with the rules of the American Arbitration Association then in effect with one (1) arbitrator to be selected by mutual agreement of the parties. If the parties cannot agree on an arbitrator, then the American Arbitration Association shall select an arbitrator from the National Panel of Arbitrators. The parties agree to initially split the costs of any arbitration, but the prevailing party, if any, is entitled to reimbursement for its portion of the arbitration fees. The parties agree that the arbitrator cannot award punitive damages to either party. Judgment upon the award as rendered by the arbitrator may be entered in any court having jurisdiction. Notwithstanding anything herein to the contrary, in the event of an actual or threatened breach of the confidentiality provisions contained herein, the non-breaching party will be entitled, without waiving any other rights and remedies and without obligation to post a bond, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.



17. **Assignment:** Neither party may assign this Agreement without the prior written consent of the other, though such consent shall not be unreasonably withheld. Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.

18. **Subcontracting:** Diversified may, in its sole and absolute discretion, subcontract for the provision of any of the Services under this Agreement; provided, however, that Diversified shall remain liable for any subcontractors compliance with the terms and conditions of this Agreement.

19. **Notice:** Any notices required or permitted under this Agreement or required by law must be in writing and must be either (i) delivered in person; (ii) sent by registered mail, return receipt requested; or (iii) sent by overnight courier with delivery tracking capabilities. Notices to Client shall be sent to the Client's primary contact set out in Article I of the Statement of Work. Notices to Diversified shall be sent to the following address:

One Diversified, LLC
5525 Granite Parkway, Ste 675
Plano, TX 75024
Attn: General Counsel

20. **Miscellaneous:** This Agreement is the entire and integrated agreement between Client and Diversified with respect to the subject matter herein and supersedes all prior negotiations, statements or agreements, either written or oral. The parties may amend this Agreement only by a written instrument signed by authorized representatives of both Client and Diversified. If any term or provision of this Agreement is found to be unenforceable or invalid for any reason, the remainder of this Agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid. This Agreement may be executed in one or more counterparts, each of which when executed, shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument. The parties agree this Agreement may be electronically signed or that signatures may be exchanged by electronic means, such as email. The parties agree that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.

OneDiversified LLC
37 Market St., Kenilworth, NJ 07033

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Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: 2025-488

Department: ITS

Subject:

Type of Action: Introduction

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Cellco Partnership d/b/a Verizon Wireless that governs the installation, maintenance and operation of an In-building cellular coverage system for use with Verizon Wireless Service at no cost to the City of Huntsville.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address:

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

Additional Comments:



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: TMP-5551

Department: ITS

Subject:

Type of Action: Introduction

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Celco Partnership d/b/a Verizon Wireless that governs the installation, maintenance and operation of an In-building cellular coverage system for use with Verizon Wireless Service at no cost to the City of Huntsville.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address:

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

Additional Comments:

RESOLUTION NO. 25-_____

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 Cellco Partnership d/b/a Verizon Wireless on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as “Agreement between the City of Huntsville and Cellco Partnership d/b/a Verizon Wireless,” consisting of two (2) pages and the date of June 12, 2025 appearing on the margin of the second 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 Clerk of the City of Huntsville, Alabama.

ADOPTED this the 12th day of June, 2025.

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

APPROVED this the 12th day of June, 2025.

Mayor of the City of Huntsville,
Alabama

In-Building Augmentation Agreement



MATTER #032625AK

This In-building Augmentation Agreement ("Agreement") between Cellco Partnership, a Delaware General Partnership doing business as Verizon Wireless ("Verizon Wireless"), and City of Huntsville ("Customer"), governs the installation, maintenance and operation by Verizon Wireless of an In-building coverage system for use with Verizon Wireless Service pursuant to the Agreement.

1. Definitions:

In-building Equipment: Radio distribution or regeneration equipment, including repeaters, amplifiers, base station equipment, antennas and associated network devices, all provided by Verizon Wireless and installed in the Premises (as defined below) for use with Wireless Service provided by Verizon Wireless. Except as provided below, references to Equipment throughout the Agreement shall include In-building Equipment.

2. Customer grants Verizon Wireless a License (the "License") during the Term of the Agreement, as it may be amended, to install, maintain and operate In-building Equipment in the premises owned or leased by Customer ("Premises"). The License may be terminated only as provided in this Agreement. For purposes of this Agreement, "Term" shall be defined as that period of time when the Customer continues to occupy the space which is the subject of this Agreement and continues to utilize Verizon Wireless services there in accordance with the terms of this Agreement or Amendments thereto.
3. Customer will provide Verizon Wireless access to or use of the Premises, as required by Verizon Wireless, for the installation and operation of In-building Equipment in accordance with local codes and the National Electrical Code. Such facilities and services may include but are not limited to exterior or rooftop antenna placement, use of ducts, conduit, cables and conductors and electrical power with suitable terminals and power surge protection devices and metallic grounds.
4. Upon reasonable advance notice from Verizon Wireless, Verizon Wireless may require access to the Premises during Customer's business hours to install, operate, test, upgrade, maintain, add, replace and/or repair In-building Equipment, to test radio frequency coverage or to investigate or remediate interference with Verizon Wireless' network or services. Notwithstanding the foregoing, Customer shall provide or arrange to provide prompt access to the Premises as requested by Verizon Wireless in emergency situations when in Verizon Wireless' opinion urgent action is required to protect against threats to the security, integrity or safety of, and/or to remedy interference with, Verizon Wireless' network or services. Customer may accompany Verizon Wireless during any access to the Premises, and any access shall be in accordance with safety and other rules applicable to the Premises. Customer acknowledges that delays in providing access to the Premises for emergency repairs, maintenance and/or interference mitigation may cause service interruptions.
5. Verizon Wireless will deliver, install, test, operate, upgrade and maintain the In-building Equipment, either directly or using such subcontractors as Verizon Wireless may select. If Customer is vacating all or part of the Premises, Customer shall give Verizon Wireless thirty (30) days' prior written notice. If Verizon Wireless, in its discretion, opts to remove the In-building Equipment from the Premises being vacated, Customer shall make all arrangements with its landlord or with other tenants, if necessary, to permit Verizon Wireless to remove the Equipment.
6. Customer represents and warrants to the best of its knowledge that it owns or leases the Premises or otherwise has the right to grant the License and has obtained all required consents or approvals from any landlord, mortgagee or other person or entity ("Party In Interest") having an interest therein. If Customer has knowledge of any equipment (such as equipment that may be sensitive to RF signals), wiring or other conditions on the Premises, it will so inform Verizon Wireless so that Verizon Wireless may determine whether such equipment may be adversely affected by, or may adversely affect, installation or operation of the In-building Equipment. At its sole discretion, Verizon Wireless may cease installation or operation of In building Equipment until such time as Customer corrects any condition that would be a breach of the above representations and warranties.
7. In consideration of the License, Customer receives the benefit of enhanced coverage provided by the In-building Equipment in connection with Wireless Service provided under the Agreement. Unless otherwise agreed to in writing by Verizon Wireless, In-building Equipment remains Verizon Wireless' property and shall be operated and maintained solely by Verizon Wireless. Absent specific written agreement from Verizon Wireless, In-building equipment shall not become a fixture or a part of the real property where it is installed. Customer shall so inform any current or future party with an interest in the real property.
8. Verizon Wireless or its local affiliate is the exclusive FCC licensee of certain radio frequencies on which Verizon Wireless provides service. If Verizon Wireless determines that any customer equipment interferes with the In-building Equipment or with Verizon Wireless' network or services, then upon oral or written notice from Verizon Wireless, Customer shall disconnect

or deactivate such equipment until such interference is remedied. If Verizon Wireless determines in its sole discretion that interference caused by such equipment cannot be otherwise remedied, Verizon Wireless shall have the right to remove its In building Equipment.

9. Upon written notice from Customer to Verizon Wireless requesting that In-building Equipment be installed at other Customer locations, provided Verizon Wireless approves the request and determines that the requested solution may be governed by the terms and conditions of this Agreement, Verizon Wireless shall append supplemental attachments to this Agreement in the form of Attachment 1 that will serve to identify such other locations. Such supplemental attachments shall (i) render the other locations described thereon subject to the applicable terms and conditions of the Agreement, including the consideration set forth in the Agreement; (ii) be cumulative and not intended to replace any previous attachments unless specifically stated therein; and (iii) not require that the parties execute a new Agreement or re-execute this Agreement.

10. Premises:

Physical Location for the In-building Equipment on Customer's Premises	
Address	305 Fountain Cir SW
Floor/Room #, Rooftop (if applicable)	
City, State, Zip Code	Huntsville, AL 35801

11. This Agreement shall become effective when signed by both parties.

City of Huntsville	CELLCO Partnership d/b/a Verizon Wireless
By:	By: Amy Lloyd (May 13, 2025 11:37 EDT)
Name: Tommy Battle	Name: Amy Lloyd
Title: Mayor	Title: Sr. Director – Contract Management
Date: 06/12/2025	Date:
This offer will expire if not accepted, executed and returned to Verizon Wireless by the Expiration Date noted below. Unauthorized changes will render this Agreement null and void. Please return the executed document via email attachment to VZWPartnershipProposals@vzw.com	
Issue Date: 03/26/25	Expiration Date: 06/30/25



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

Date: 06/25/2025



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: 2025-489

Department: Legal

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to execute a Ground Lessor's Estoppel Certificate between Hammons of Huntsville, LLC, and the City of Huntsville.

Resolution No.

Finance Information:

Account Number: TBD

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: Embassy Suites Hotel

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

Additional Comments:



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: TMP-5602

Department: Legal

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to execute a Ground Lessor's Estoppel Certificate between Hammons of Huntsville, LLC, and the City of Huntsville.

Resolution No.

Finance Information:

Account Number: TBD

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: Embassy Suites Hotel

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

Additional Comments:

RESOLUTION NO. 25 - _____

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 Ground Lessor's Estoppel Certificate, by and between the City of Huntsville, an Alabama municipal corporation, and Hammons of Huntsville, LLC, a Missouri limited liability company, addressed to Goldman Sachs Bank USA and Wells Fargo Bank, which said document is substantially in words and figures as that certain document attached hereto and identified as "Ground Lessor's Estoppel Certificate by the City of Huntsville and Hammons of Huntsville, LLC," consisting of twelve (12) pages including Exhibit "A" and Exhibit "B" and the date of June 12, 2025, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 12th day of June, 2025.

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

APPROVED this the 12th day of June, 2025.

Mayor of the City of Huntsville, Alabama

**THIS INSTRUMENT
PREPARED BY AND WHEN
RECORDED, RETURN TO:**

Simpson Thacher & Bartlett LLP
425 Lexington Ave.
New York, NY 10017
Attention: Aron M. Zuckerman, Esq.

GROUND LESSOR'S ESTOPPEL CERTIFICATE

Goldman Sachs Bank USA
2001 Ross Avenue, 30th Floor
Dallas, Texas 75201
Attention: Structured Finance Legal (REFG)

and

Wells Fargo Bank, National Association
c/o Wells Fargo Commercial Mortgage Servicing
401 S. Tryon Street, 8th Floor
Charlotte, North Carolina 28202

RE: Ground Lease (the "Lease"), more particularly described in Exhibit B, currently by and between **HAMMONS OF HUNTSVILLE, LLC**, a Missouri limited liability company, as the tenant thereunder ("Tenant"), and **CITY OF HUNTSVILLE**, an Alabama municipal corporation ("Landlord"), and demising real property in Madison County, Alabama

GOLDMAN SACHS BANK USA, a New York state-chartered bank ("GS"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION** ("Wells"; together with GS and their respective successors and assigns, including any subsequent holders of the Loan, collectively, "Lender"), has proposed to make a loan ("Loan") to Tenant. The Loan will be secured by, among other things, Tenant's leasehold estate ("Leasehold Estate") in the real property described on Exhibit A hereto (the "Property"). The Loan will be secured by that certain first priority Leasehold Mortgage, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing (the "Security Instrument") executed by Tenant, as borrower for the benefit of (i) Lender encumbering the Leasehold Estate and the improvements located on the premises demised under the Lease, and (ii) **FIRST AMERICAN TITLE INSURANCE COMPANY**, having an address at 200 West Madison Street, Suite 800, Chicago, Illinois 60606 ("Title Company"). For the purpose of providing information to Title Company and Lender and its successors and assigns, with the understanding that they will rely upon the information provided herein, effective as of [____], 2025, the undersigned Landlord certifies and confirms to Lender and Title Company as follows:

1. Landlord is the fee owner of the Property and is the Landlord under the Lease, and there is no mortgage or other liens or encumbrances encumbering Landlord's fee simple title to the Property.

2. A true and complete copy of the Lease and of all amendments and assignments thereto are attached hereto collectively as Exhibit B, and, except as reflected in Exhibit B, the Lease has not been modified or amended in any other respect.

3. The Lease is valid and in full force and effect, and, to Landlord's actual knowledge, there is no existing default by Tenant under the Lease, and Landlord knows of no event which, with notice or the passage of time or both, would constitute a default by Tenant under the Lease.

4. There is no defense, offset, claim or counterclaim by or in favor of Landlord against Tenant under the Lease.

5. There is no suit, action, proceeding or audit pending or, to the actual knowledge of Landlord, threatened against or affecting Landlord or the Property under the Lease at law or in equity or before or by any court, administrative agency, or other governmental authority which brings into question that the validity of the Lease or which, if determined adversely against Landlord, might result in any adverse change to the Leasehold Estate.

6. The only real property presently demised under the Lease is the Property, and, to Landlord's actual knowledge, the only person or entity presently having an interest in the Leasehold Estate as tenant under the Lease is Tenant.

7. The Lease provides for a ninety-nine year term, which commenced on February 16, 2005, and will expire on February 15, 2104. The Lease contains no option to renew or extend the term of the Lease.

8. The rent currently payable by Tenant to Landlord pursuant to the Lease is \$1.00 per year. All rent and other charges due and payable by Tenant under the Lease and that certain Garage Parking Purchase and Sale Agreement With Parking Services Agreement dated as of July 8, 2004 have been fully paid by Tenant, and the next rent payment under the Lease is due on February 16, 2026 in the amount of \$1.00.

9. Landlord acknowledges that neither the execution and delivery of the Security Instrument, nor any modification thereof or assignment of the beneficial interests thereunder, will be a default under the Lease. Landlord hereby acknowledges and consents to the execution, delivery and recording of the Security Instrument, and agrees that neither the execution, delivery, or recording of the Security Instrument, nor the mortgaging of the Leasehold Estate, nor the sale or assignment of the Leasehold Estate through foreclosure or deed in lieu of foreclosure, will cause a default or breach of any covenant under the Lease. Landlord hereby agrees and acknowledges that Landlord and Lender shall be bound by the terms and conditions set forth in Article XIII of the Lease so long as the Leasehold Estate and the Property are subject to the Security Instrument and Lender shall be entitled to the benefits set forth in Article XIII of the Lease in relation to leasehold mortgages.

10. Landlord acknowledges that Lender has requested, and hereby agrees to send, copies of all notices hereafter given by the Landlord to Tenant, and Landlord will send such notices to:

Lender: Goldman Sachs Bank USA
2001 Ross Avenue, 30th Floor
Dallas, Texas 75201
Attention: Structured Finance Legal (REFG)
Email: gs-refglegal@gs.com

and

Goldman Sachs Bank USA
2001 Ross Avenue, 30th Floor
Dallas, Texas 75201
Attention: Servicing Liaison (REFG)
Email: gs-refgservicing@gs.com

and

Wells Fargo Bank, National Association
c/o Wells Fargo Commercial Mortgage Servicing
401 S. Tryon Street, 8th Floor
Charlotte, North Carolina 28202

With a copy to: Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, New York 10017

Attention: Aron M. Zuckerman
Email: aron.zuckerman@stblaw.com

or to such other address as Lender may hereafter specify by written notice to Landlord.

11. Landlord acknowledges that, if Lender or any other party succeeds to the interest of Tenant under the Lease as a result of foreclosure proceedings, the granting of a deed in lieu of foreclosure, or through any other means, Lender or any such other party (the "Successor Tenant"), and any transferee of Lender or such other party, shall become a substituted tenant under the Lease without necessity of any consent of, or approval by Landlord. The Successor Tenant shall have the right to effect a one-time transfer or assignment of the Leasehold Estate or portion thereof, without necessity of any consent of, or approval by Landlord.

12. As long as Lender holds any mortgages or deeds of trust on the Leasehold Estate:

(a) Lender shall be entitled to those provisions contained in Section 13.02.

(b) In addition to the rights of lenders set forth in the Lease, if the Lease is terminated by reason of any default by Tenant as provided for in the Lease prior to the expiration of the term thereof, as the same may be renewed or extended, or to the extent the Lease is rejected in bankruptcy by Tenant, Landlord will enter into a new lease ("New Lease") with Lender or its nominee for the remainder of the term which was theretofore terminated or rejected at the same rent and having the same term and other provisions as the Lease (as amended hereby). Such right may be exercised by written notice from Lender to Landlord on or before the expiration of thirty (30) days after the receipt by Lender of written notice from Landlord of such termination or rejection of the Lease, the Lender or its nominee pays to Lessor at the time of the execution and delivery of the New Lease any and all sums due pursuant to the Lease, such Lender or its nominee performs and observes all covenants Lender or its nominee contained on Tenant's part to be performed under the Lease, and executes a New Lease Agreement on the terms and conditions provided in Section 13.02, subsection 5 of the Lease.

After any termination or rejection of the Lease after which Lender has the right to obtain a new lease as provided in this Section, during such thirty (30) day period referenced above, Landlord shall not terminate any subleases or franchise agreements or the rights of any sublessee or franchisor except in the case of a default under any such sublease and in any event subject to the rights under any franchise agreement. During such period Landlord shall receive all rent and other payments due from all sublessees or hotel patrons as agent of the Lender, and shall deposit such amounts in a segregated account in trust for the Lender, and upon execution of a New Lease, shall account to the sublessees and hotel patrons thereunder for such amounts. The collection of such amounts by Landlord under this Section shall not be deemed an acceptance by Landlord for its own account of the attornment of any sublessee unless Landlord shall have agreed in writing with such sublessee that its tenancy shall be continued in the event that a new lease is not entered into pursuant to this Section. In the event a New Lease is so entered into, all sublessees under such subleases shall attorn to the new tenant thereunder.

(c) Landlord acknowledges that, in the event of damage to the improvements on the Property due to casualty, the casualty insurance proceeds may be required by Lender to be applied to reduce the then balance of the Loan or may be required by Lender to be used for, and used by the Tenant for, restoration of the improvements on the Property in accordance with Article X of the Lease. In the event of any conflict between the provisions of the Lease and the provisions of the Security Instrument with respect to application of casualty and condemnation proceeds, the provisions of the Lease shall control.

(d) In the event of a taking by condemnation, or transfer in lieu thereof, of all or any portion of the Property, or any interest therein, as between Landlord and Lender, on a total or partial taking, Landlord shall be entitled to that portion of the award made for or on account of the taking of or injury to the Property; provided, however, that Landlord's share of any condemnation award shall be limited to the value of the land taking into account the fact that the Property is subject to this Lease, exclusive of improvements constructed or caused to be constructed thereon by the Tenant or sublessees, and the balance of any award shall be distributed to Lender, with any remainder for the benefit of the Tenant.

(e) Notwithstanding any provisions of the Lease to the contrary, no default or event of default under the Security Instrument or any other document or instrument evidencing or securing the Loan will, in and of itself, constitute a default or event of default under the Lease.

13. Landlord hereby agrees and acknowledges that its right of first refusal under Section 4.01 of the Lease shall not be exercisable in the event of or in connection with any of the following: (i) a foreclosure and sale or other suit, sale or proceeding under the Security Instrument, (ii) any deed in lieu of foreclosure that may be given to Lender or its designee, (iii) any other taking of title to the Property by Lender or its designee as a result of its exercise of remedies under the Security Instrument and the other related loan documents that evidence or secure the Loan or (iv) to the extent Lender or its designee obtains title to the Property, the immediately succeeding transfer of the Property.

14. There shall be no merger of the Lease or the Leasehold Estate thereunder with the fee estate in the Property by reason of the fact that the Lease or the Leasehold Estate thereunder may be held, directly or indirectly, by or for the account of any entities who hold the fee estate. No such merger shall occur unless all entities having an interest in the fee estate and all entities (including Lender) having an interest in the Lease or the Leasehold Estate thereunder join in a written statement effecting such merger and duly record the same.

15. All improvements required to be constructed under the provisions of the Lease have been completed in accordance with the provisions of the Lease, and within the time periods required under the Lease.

16. This Ground Lessor's Estoppel Certificate ("Agreement") may amended or modified except in a writing signed by both parties.

17. This certification shall inure to the benefit of Lender and Title Company, and their respective successors and assigns, and all parties claiming by, through or under them, including any successor holder of the Loan now or hereafter held by Lender encumbering the Leasehold Estate, and a copy of this Agreement may be delivered to any such party.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Dated to be effective as of the date set forth in the first paragraph hereof.

“LANDLORD”:

CITY OF HUNTSVILLE,
an Alabama municipal corporation

By: _____
Tommy Battle, Mayor

Attested to:

By: _____
Shaundrika Edwards, City Clerk

STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned Notary Public of the aforesaid County and State, certify that Tommy Battle and Shaundrika Edwards, whose names as Mayor and City Clerk, respectively, of CITY OF HUNTSVILLE, an Alabama municipal corporation, are signed to the foregoing certificate, and who are known to me, acknowledged before me on this day, that, being informed of the contents hereof, they, as such officers and with fully authority, executed the foregoing on behalf of the aforementioned municipal corporation as of the day the same bears date.

Witness my hand and official seal on [____], 2025.

Notary Public

My Commission Expires:

[NOTARY SEAL]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
TENANT'S SIGNATURE ON FOLLOWING PAGE]

“TENANT”:

(for purposes of agreeing and consenting to any amendments to the Ground Lease only)

HAMMONS OF HUNTSVILLE, LLC,
a Missouri limited liability company

By: _____
Name: Won Z. Huang
Title: President

STATE OF ARIZONA)
 : ss.:
COUNTY OF MARICOPA)

On the _____ day of [_____] in the year 2025, before me, the undersigned, personally appeared Won Z. Huang, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Signature and Office of individual taking
acknowledgment

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY COVERED BY LEASE

All that part of Section 1, Township 4 South, Range 1 West of the Huntsville Meridian, Madison County, Alabama and more particularly described as beginning at a point that is located due East 13.55 feet and due North 71.07 feet from the Southwest corner of Block 22, of the Urban Renewal Project as recorded in the Office of the Judge of Probate of Madison County, Alabama in Plat Book 8, Page 22, said point is further described as being on the West margin of the proposed Monroe Street right-of-way;

Thence from the Point of Beginning and along the West margin of said Monroe Street as follows:

Around a curve to the left with a Radius of 264.00 feet, a Chord Bearing and Distance of South 04 degrees 49 minutes 45 seconds West 59.17 feet to a Point of Tangency;

thence South 01 degrees 36 minutes 18 seconds East 49.28 feet to a Point of Curvature;

thence around a curve to the right with a Radius of 208.00 feet, a Chord Bearing and Distance of South 09 degrees 53 minutes 45 seconds West 82.94 feet to a Point of Tangency;

thence South 21 degrees 23 minutes 49 seconds West 255.77 feet to a Point of Curvature;

thence around a curve to the right with a Radius of 478.00 feet, a Chord Bearing and Distance of South 29 degrees 20 minutes 17 seconds West 132.08 feet to a Point of Tangency;

thence South 37 degrees 16 minutes 45 seconds West 56.95 feet to a point;

thence leaving said West margin of Monroe Street South 73 degrees 12 minutes 21 seconds West 91.08 feet to a point;

thence North 77 degrees 58 minutes 18 seconds West 117.14 feet to a point;

thence North 23 degrees 10 minutes 57 seconds West 296.83 feet to a point;

thence North 38 degrees 43 minutes 39 seconds East 45.87 feet to a point;

thence North 52 degrees 53 minutes 37 seconds East 206.54 feet to a point;

thence North 36 degrees 45 minutes 38 seconds West 9.44 feet to a point;

thence North 53 degrees 29 minutes 33 seconds East 126.21 feet to a point;

thence North 37 degrees 40 minutes 41 seconds West 4.36 feet to a point;

thence North 52 degrees 40 minutes 10 seconds East 32.44 feet to a point;
thence South 36 degrees 04 minutes 31 seconds East 12.66 feet to a point; thence
North 53 degrees 55 minutes 39 seconds East 49.78 feet to a point; thence North
56 degrees 34 minutes 55 seconds West 5.20 feet to a point; thence North 32
degrees 31 minutes 36 seconds East 10.53 feet to a point; thence South 57
degrees 05 minutes 19 seconds East 5.41 feet to a point; thence North 32 degrees
54 minutes 41 seconds East 45.98 feet to a point; thence North 77 degrees 25
minutes 36 seconds East 30.15 feet to a point;

thence South 78 degrees 44 minutes 11 seconds East 110.83 feet to the Point of Beginning and
containing 4.58 acres, more or less.

The above described property is subject to easements and rights of way recorded and unrecorded.

EXHIBIT B

DESCRIPTION AND COPIES OF LEASE, AMENDMENTS, AND ASSIGNMENTS

-Ground Lease dated July 8, 2004, between the City of Huntsville and John Q. Hammons Revocable Trust dated December 28, 1989 and John Q. Hammons, individually (collectively, the "Original Tenant"), as ground lessee, recorded at Document Number 20050625000338140 in the office of the Judge of Probate of Madison County, Alabama

-Operating Agreement dated as of July 8, 2004, between the City of Huntsville and John Q. Hammons Revocable Trust dated December 28, 1989 and John Q. Hammons Hotels, L.P., a Delaware limited partnership.

-Assignment of Lease dated June 20, 2005, between Original Tenant and Tenant and approved and agreed by the City of Huntsville, recorded at Document Number 20050705000434110 in the office of the Judge of Probate of Madison County, Alabama

-Amendment to Ground Lease dated September 25, 2008, between the City of Huntsville and Tenant, recorded at Document Number 20081222000774120 in the office of the Judge of Probate of Madison County, Alabama

-Garage Parking Purchase and Sale Agreement with Parking Services Agreement between the City of Huntsville and Original Tenant as modified by Modification No. 1 dated April 14, 2005 between City of Huntsville and Original Tenant and assigned to Tenant

-Ratification and Amendment of Parking Lease dated _____, 2025 between Tenant and the City of Huntsville



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: 2025-490

Department: Legal

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to execute a Ratification and Amendment of Parking Lease between Hammons of Huntsville, LLC, and the City of Huntsville.

Resolution No.

Finance Information:

Account Number: TBD

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: Embassy Suites Hotel

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

Additional Comments:



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: TMP-5603

Department: Legal

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to execute a Ratification and Amendment of Parking Lease between Hammons of Huntsville, LLC, and the City of Huntsville.

Resolution No.

Finance Information:

Account Number: TBD

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: Embassy Suites Hotel

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

Additional Comments:

RESOLUTION NO. 25 - _____

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 Ratification and Amendment of Parking Lease, by and between the City of Huntsville, an Alabama municipal corporation, and Hammons of Huntsville, LLC, a Missouri limited liability company, which said document is substantially in words and figures as that certain document attached hereto and identified as “Ratification and Amendment of Parking Lease by and between the City of Huntsville and Hammons of Huntsville, LLC,” consisting of six (6) pages including Exhibit “A” and the date of June 12, 2025, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute the Ratification and Amendment of Parking Lease, on behalf of the City of Huntsville, with such changes as the Mayor may deem desirable and necessary, and the authority to execute any and all such documents relevant, required, and/or relating to effect, carry out, or to further evidence the execution, validity, and/or status of the underlying lease contemplated therein, including the authority to have the original recorded in the Madison County Probate Records upon its execution.

ADOPTED this the 12th day of June, 2025.

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

APPROVED this the 12th day of June, 2025.

Mayor of the City of Huntsville, Alabama

STATE OF ALABAMA

COUNTY OF MADISON

RATIFICATION AND AMENDMENT OF PARKING LEASE

THIS RATIFICATION AND AMENDMENT OF PARKING LEASE (this "Ratification") is made as of the _____ day of _____, 2025, by and between the CITY OF HUNTSVILLE, an Alabama municipal corporation (the "City" or "Landlord"), and HAMMONS OF HUNTSVILLE, LLC, a Missouri limited liability company ("Tenant").

WITNESSETH:

WHEREAS, Lessor and Tenant's predecessors-in-interest, John Q. Hammons, Trustee, John Q. Hammons Revocable Trust dated December 28, 1989, as amended and restated, and John Q. Hammons (collectively, "Hammons Trust") entered into that certain Garage Parking Purchase and Sale Agreement with Parking Services Agreement, dated July 8, 2004, as amended by that certain Modification No. 1, dated April 14, 2005 (as amended and as may be further amended from time to time, the "Parking Lease").

WHEREAS, pursuant to the Parking Lease, the City leased to Hammons Trust that certain Parking Garage Property.

WHEREAS, the Parking Lease provides for a term in excess of twenty (20) years, and the parties failed to record a memorandum of the Parking Lease within one year of its execution in accordance with Section 35-4-6 of the Code of Alabama (1975), as amended;

WHEREAS, the City and Tenant also desire to ratify and affirm the terms and conditions of the Parking Lease, as amended hereby, and to record a memorandum of the Parking Lease in accordance with Section 35-4-6 of the Code of Alabama (1975), as amended; and

WHEREAS, the City and Tenant agree to execute this Ratification for the purpose of ratifying the execution and the recordation of, and for the purpose of ratifying and renewing the terms and provisions of, and confirming their respective obligations under the Parking Lease, as amended hereby.

WHEREAS, Landlord and Tenant also desire to amend the Parking Lease to correct the legal description contained therein, and to define the Commencement Date as further set forth herein.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the parties, intending to be legally bound hereby, agree as follows:

1. Commencement Date and Lease Term. The Commencement Date as defined in Section 2.2 of the Parking Lease shall mean November 20, 2006, and the Lease Term shall be for

a term of twenty-five years beginning on the Commencement Date and expiring on November 19, 2031.

2. Legal Description. The Parking Lease shall be and the same is hereby amended to correct the legal description of the Property by deleting Exhibit "A" to the Parking Lease in its entirety and substituting the attached Exhibit "A" in lieu thereof.

3. Capitalized Terms. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to such terms in the Parking Lease.

4. Ratification. Except as specifically modified herein, all of the terms and provisions of the Parking Lease are and shall remain in full force and effect, and the Parking Lease, as amended hereby, is hereby ratified and affirmed by both parties.

5. Counterpart Execution. This Ratification may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this Amendment and Ratification to be duly executed by their respective authorized officers effective as of the day and year set forth above.

This Instrument Prepared by:
Katherine Amos Beasley
Lanier Ford Shaver & Payne, PC
Attorney for Lessor
2101 W. Clinton Ave., Ste. 102
Huntsville, Alabama 35805

[Remainder of page left intentionally blank.]

LANDLORD:

CITY OF HUNTSVILLE, an Alabama
municipal corporation

By: _____
Tommy Battle, Mayor

Attested to:

By: _____
Shaundrika Edwards, City Clerk

STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned Notary Public of the aforesaid County and State, certify that Tommy Battle and Shaundrika Edwards, whose names as Mayor and City Cler, respectively, of CITY OF HUNTSVILLE, an Alabama municipal corporation, are signed to the foregoing certificate, and who are known to me, acknowledged before me on this day, that, being informed of the contents hereof, they, as such officers and with fully authority, executed the foregoing on behalf of the aforementioned municipal corporation as of the day the same bears date.

Witness my hand and official seal on [____], 2025.

Notary Public

My Commission Expires: _____

[NOTARY SEAL]

TENANT:

HAMMONS OF HUNTSVILLE, LLC,
a Missouri limited liability company

By: _____
Name: Won Z. Huang
Title: President

STATE OF ARIZONA)
 : ss.:
COUNTY OF MARICOPA)

On the _____ day of [_____] in the year 2025, before me, the undersigned, personally appeared Won Z. Huang, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Signature and Office of individual taking
acknowledgment

Exhibit "A"
(Legal Description of Parking Garage Property)

All that part of Section 1, Township 4 South, Range 1 West of the Huntsville Meridian, Madison County, Alabama and more particularly described as beginning at a point that is located due East 13.55 feet and due North 71.07 feet from the Southwest corner of Block 22, of the Urban Renewal Project as recorded in the Office of the Judge of Probate of Madison County, Alabama in Plat Book 8, Page 22, said point is further described as being on the West margin of the proposed Monroe Street right-of-way;

Thence from the Point of Beginning and along the West margin of said Monroe Street as follows:

Around a curve to the left with a Radius of 264.00 feet, a Chord Bearing and Distance of South 04 degrees 49 minutes 45 seconds West 59.17 feet to a Point of Tangency;

thence South 01 degrees 36 minutes 18 seconds East 49.28 feet to a Point of Curvature;

thence around a curve to the right with a Radius of 208.00 feet, a Chord Bearing and Distance of South 09 degrees 53 minutes 45 seconds West 82.94 feet to a Point of Tangency;

thence South 21 degrees 23 minutes 49 seconds West 255.77 feet to a Point of Curvature;

thence around a curve to the right with a Radius of 478.00 feet, a Chord Bearing and Distance of South 29 degrees 20 minutes 17 seconds West 132.08 feet to a Point of Tangency;

thence South 37 degrees 16 minutes 45 seconds West 56.95 feet to a point;

thence leaving said West margin of Monroe Street South 73 degrees 12 minutes 21 seconds West 91.08 feet to a point;

thence North 77 degrees 58 minutes 18 seconds West 117.14 feet to a point;

thence North 23 degrees 10 minutes 57 seconds West 296.83 feet to a point;

thence North 38 degrees 43 minutes 39 seconds East 45.87 feet to a point;

thence North 52 degrees 53 minutes 37 seconds East 206.54 feet to a point;

thence North 36 degrees 45 minutes 38 seconds West 9.44 feet to a point;

thence North 53 degrees 29 minutes 33 seconds East 126.21 feet to a point;

thence North 37 degrees 40 minutes 41 seconds West 4.36 feet to a point;

thence North 52 degrees 40 minutes 10 seconds East 32.44 feet to a point;

thence South 36 degrees 04 minutes 31 seconds East 12.66 feet to a point;
thence North 53 degrees 55 minutes 39 seconds East 49.78 feet to a point;
thence North 56 degrees 34 minutes 55 seconds West 5.20 feet to a point;
thence North 32 degrees 31 minutes 36 seconds East 10.53 feet to a point;
thence South 57 degrees 05 minutes 19 seconds East 5.41 feet to a point;
thence North 32 degrees 54 minutes 41 seconds East 45.98 feet to a point;
thence North 77 degrees 25 minutes 36 seconds East 30.15 feet to a point;
thence South 78 degrees 44 minutes 11 seconds East 110.83 feet to the Point of Beginning and
containing 4.58 acres, more or less.

The above described property is subject to easements and rights of way recorded and unrecorded.



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: 2025-491

Department: Legal

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to execute a Memorandum of Parking Lease between the City of Huntsville and Hammons of Huntsville, LLC.

Resolution No.

Finance Information:

Account Number: TBD

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: Embassy Suites Hotel

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

Additional Comments:



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: TMP-5604

Department: Legal

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to execute a Memorandum of Parking Lease between the City of Huntsville and Hammons of Huntsville, LLC.

Resolution No.

Finance Information:

Account Number: TBD

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: Embassy Suites Hotel

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

Additional Comments:

RESOLUTION NO. 25 - _____

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 Memorandum of Parking Lease, by and between the City of Huntsville, an Alabama municipal corporation, and Hammons of Huntsville, LLC, a Missouri limited liability company, which said document is substantially in words and figures as that certain document attached hereto and identified as “Memorandum of Parking Lease by and between the City of Huntsville and Hammons of Huntsville, LLC,” consisting of six (6) pages including Exhibit “A” and the date of June 12, 2025, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute the Memorandum of Parking Lease, on behalf of the City of Huntsville, with such changes as the Mayor may deem desirable and necessary, and the authority to execute any and all such documents relevant, required, and/or relating to effect, carry out, or to further evidence the execution, validity, and/or status of the underlying lease contemplated therein, including the authority to have the original recorded in the Madison County Probate Records upon its execution.

ADOPTED this the 12th day of June, 2025.

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

APPROVED this the 12th day of June, 2025.

Mayor of the City of Huntsville, Alabama

STATE OF ALABAMA

COUNTY OF MADISON

MEMORANDUM OF PARKING LEASE

THIS MEMORANDUM OF PARKING LEASE (this "Memorandum") is entered into as of the ____ day of _____, 2025, by and between **CITY OF HUNTSVILLE**, an Alabama municipal corporation ("Lessor"), and **HAMMONS OF HUNTSVILLE, LLC**, a Missouri limited liability company ("Lessee").

RECITALS:

WHEREAS, Lessor and Lessee entered into that certain Garage Parking Purchase and Sale Agreement with Parking Services Agreement, dated July 8, 2004, as amended by that certain Modification No. 1, dated April 14, 2005, and which was further ratified and amended pursuant to that certain Ratification and Amendment of Parking Lease, dated _____, 2025, and recorded in the Office of the Judge of Probate of Madison County, Alabama (as amended and ratified and as may be further amended from time to time, the "Parking Lease"), pursuant to which Lessor leases, demises and lets to Lessee certain real property located in Madison County, Alabama, as more particularly described on **Exhibit A** attached hereto (the "Premises"); and

WHEREAS, Lessor and Lessee are recording this Memorandum in lieu of recording the Lease pursuant to the authority of Section 35-4-51.1 of the Code of Alabama (1975), as amended.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and to induce Lessor and Lessee to ratify the Parking Lease, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, Lessor and Lessee hereby agree as follows:

1. Names of Lessor and Lessee. The name of the lessor under the Parking Lease is **City of Huntsville**. The name of the lessee under the Lease is **Hammons of Huntsville, LLC**.

2. Term of the Lease. The Lease term is for twenty-five (25) years commencing on November 20, 2006, and expiring on November 19, 2031.

3. Description of Leased Premises. A specific description of the Premises leased by Lessee from Lessor under the Lease is attached hereto as **Exhibit A**.

4. Memorandum. This Memorandum is executed for the purpose of giving notice of the existence of the Parking Lease. The Lease is deemed to be a material part hereof as though set forth at length herein. The Parking Lease contains other provisions for the benefit of Lessor and Lessee, which provisions are incorporated herein by this reference. If there is a conflict between

the provisions of the Parking Lease and this Memorandum, then the terms of the Parking Lease shall control.

5. 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 one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Memorandum to be duly executed by their respective authorized officers effective as of the day and year set forth above.

This Instrument Prepared by:

Katherine Amos Beasley
Lanier Ford Shaver & Payne, PC
Attorney for Lessor
2101 W. Clinton Ave., Ste. 102
Huntsville, Alabama 35805

[Remainder of page left intentionally blank.]

LESSOR:

CITY OF HUNTSVILLE, an Alabama
municipal corporation

By: _____
Tommy Battle, Mayor

Attested to:

By: _____
Shaundrika Edwards, City Clerk

STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned Notary Public of the aforesaid County and State, certify that Tommy Battle and Shaundrika Edwards, whose names as Mayor and City Cler, respectively, of CITY OF HUNTSVILLE, an Alabama municipal corporation, are signed to the foregoing certificate, and who are known to me, acknowledged before me on this day, that, being informed of the contents hereof, they, as such officers and with fully authority, executed the foregoing on behalf of the aforementioned municipal corporation as of the day the same bears date.

Witness my hand and official seal on [____], 2025.

Notary Public

My Commission Expires: _____

[NOTARY SEAL]

LESSEE:

HAMMONS OF HUNTSVILLE, LLC,
a Missouri limited liability company

By: _____
Name: Won Z. Huang
Title: President

STATE OF ARIZONA)
 : ss.:
COUNTY OF MARICOPA)

On the _____ day of [_____] in the year 2025, before me, the undersigned, personally appeared Won Z. Huang, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Signature and Office of individual taking
acknowledgment

Exhibit "A"
(Legal Description of Premises)

All that part of Section 1, Township 4 South, Range 1 West of the Huntsville Meridian, Madison County, Alabama and more particularly described as beginning at a point that is located due East 13.55 feet and due North 71.07 feet from the Southwest corner of Block 22, of the Urban Renewal Project as recorded in the Office of the Judge of Probate of Madison County, Alabama in Plat Book 8, Page 22, said point is further described as being on the West margin of the proposed Monroe Street right-of-way;

Thence from the Point of Beginning and along the West margin of said Monroe Street as follows:

Around a curve to the left with a Radius of 264.00 feet, a Chord Bearing and Distance of South 04 degrees 49 minutes 45 seconds West 59.17 feet to a Point of Tangency;

thence South 01 degrees 36 minutes 18 seconds East 49.28 feet to a Point of Curvature;

thence around a curve to the right with a Radius of 208.00 feet, a Chord Bearing and Distance of South 09 degrees 53 minutes 45 seconds West 82.94 feet to a Point of Tangency;

thence South 21 degrees 23 minutes 49 seconds West 255.77 feet to a Point of Curvature;

thence around a curve to the right with a Radius of 478.00 feet, a Chord Bearing and Distance of South 29 degrees 20 minutes 17 seconds West 132.08 feet to a Point of Tangency;

thence South 37 degrees 16 minutes 45 seconds West 56.95 feet to a point;

thence leaving said West margin of Monroe Street South 73 degrees 12 minutes 21 seconds West 91.08 feet to a point;

thence North 77 degrees 58 minutes 18 seconds West 117.14 feet to a point;

thence North 23 degrees 10 minutes 57 seconds West 296.83 feet to a point;

thence North 38 degrees 43 minutes 39 seconds East 45.87 feet to a point;

thence North 52 degrees 53 minutes 37 seconds East 206.54 feet to a point;

thence North 36 degrees 45 minutes 38 seconds West 9.44 feet to a point;

thence North 53 degrees 29 minutes 33 seconds East 126.21 feet to a point;

thence North 37 degrees 40 minutes 41 seconds West 4.36 feet to a point;

thence North 52 degrees 40 minutes 10 seconds East 32.44 feet to a point;

thence South 36 degrees 04 minutes 31 seconds East 12.66 feet to a point;
thence North 53 degrees 55 minutes 39 seconds East 49.78 feet to a point;
thence North 56 degrees 34 minutes 55 seconds West 5.20 feet to a point;
thence North 32 degrees 31 minutes 36 seconds East 10.53 feet to a point;
thence South 57 degrees 05 minutes 19 seconds East 5.41 feet to a point;
thence North 32 degrees 54 minutes 41 seconds East 45.98 feet to a point;
thence North 77 degrees 25 minutes 36 seconds East 30.15 feet to a point;
thence South 78 degrees 44 minutes 11 seconds East 110.83 feet to the Point of Beginning and
containing 4.58 acres, more or less.

The above described property is subject to easements and rights of way recorded and unrecorded.



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: 2025-492

Department: Legal

Subject:

Type of Action: Approval/Action

Resolution authorizing the City Clerk to invoke Bryant Bank Letter of Credit No. 1358 for Packard Subdivision.

Resolution No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: Packard Subdivision

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

Additional Comments:



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: TMP-5578

Department: Legal

Subject:

Type of Action: Approval/Action

Resolution authorizing the City Clerk to invoke Bryant Bank Letter of Credit No. 1358 for Packard Subdivision.

Resolution No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: Packard Subdivision

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

Additional Comments:

RESOLUTION NO. 25-_____

WHEREAS, Bryant Bank issued a certain letter of credit (No. 1358) a copy of which is attached hereto and incorporated herein by reference, including any amendments thereto, in favor of the City of Huntsville, Alabama pursuant to Article 5 of the Subdivision Regulations for the City of Huntsville, Alabama; and

WHEREAS, the letter of credit is due to be invoked and the proceeds used in accordance with said subdivision regulations.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the City of Huntsville City Clerk be and is hereby authorized to present for payment to Bryant Bank Letter of Credit No. 1358, prior to the expiration date thereof, with the language as specified in said Letter of Credit.

ADOPTED this the 12th day of June, 2025.

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

APPROVED this the 12th day of June, 2025.

Mayor of the City of
Huntsville, Alabama

AMENDMENT No. 4
IRREVOCABLE LETTER OF CREDIT NO. 1358

Beneficiary:

City of Huntsville
P.O. Box 308
Huntsville, AL. 35804

Account Party:

Burwell Properties, LLC
2000 Andrew Jackson Way
Huntsville, AL. 35811

Bank:

Bryant Bank
320 Pelham Ave SW, Suite 100
Huntsville, AL. 35801

Subject: Article 5 Improvements/ Pre-Acceptance Letter of Credit for Packard Subdivision,
Phase IV

Amount: \$50,000.00
Original Issue Date: 6/25/2020
Amending Expiration Date to: 6/25/2025

Gentlemen:

We hereby amend our Irrevocable Standby Letter of Credit in your favor, effective 6/25/2024, for a sum not to exceed the aggregate of \$50,000.00. Available by your one or more drafts at SIGHT on us.

All draft(s) drawn under and in compliance with the terms of this Credit prior to the expiration thereof will be duly honored if drawn and presented for payment to Bryant Bank, 320 Pelham Ave SW, Suite 100, Huntsville, AL, 35801.

Each draft must be accompanied by a statement signed by a representative of the City of Huntsville, Alabama, stating that the draw is being made pursuant to Article 5 of the Subdivision Regulations.

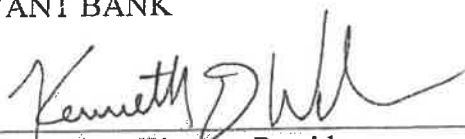
The original of this Letter of Credit must be presented with any drawing.

We hereby engage with you that drafts drawn under and in compliance with the terms of the credit will be duly honored upon presentation and delivery of the documents as specified.

This Letter of Credit shall be governed by the laws of the State of Alabama, including but not limited to, the Alabama Uniform Commercial Code, as the same may be from time to time amended.

BRYANT BANK

By:


Kenneth D Watson, President

MM 7/17/24

SE 7/19/24

MW 7-15-24

M 7-18-24

Unbeatable Service. Legendary Results.™



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: 2025-493

Department: Legal

Subject:

Type of Action: Approval/Action

Resolution authorizing the City Clerk to invoke Cadence Bank Letter of Credit No. 362001100702 for Meadows at Hampton Cove Phase 4B Subdivision.

Resolution No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: Meadows at Hampton Cove Phase 4B Subdivision

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

Additional Comments:



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: TMP-5579

Department: Legal

Subject:

Type of Action: Approval/Action

Resolution authorizing the City Clerk to invoke Cadence Bank Letter of Credit No. 362001100702 for Meadows at Hampton Cove Phase 4B Subdivision.

Resolution No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: Meadows at Hampton Cove Phase 4B Subdivision

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

Additional Comments:

RESOLUTION NO. 25-_____

WHEREAS, Cadence Bank issued a certain letter of credit (No. 362001100702) a copy of which is attached hereto and incorporated herein by reference, including any amendments thereto, in favor of the City of Huntsville, Alabama pursuant to Article 5 of the Subdivision Regulations for the City of Huntsville, Alabama; and

WHEREAS, the letter of credit is due to be invoked and the proceeds used in accordance with said subdivision regulations.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the City of Huntsville City Clerk be and is hereby authorized to present for payment to Cadence Bank Letter of Credit No. 362001100702, prior to the expiration date thereof, with the language as specified in said Letter of Credit.

ADOPTED this the 12th day of June, 2025.

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

APPROVED this the 12th day of June, 2025.

Mayor of the City of
Huntsville, Alabama



Amendment Number 001
To
Irrevocable Standby Letter of Credit
Cadence Bank
Tupelo, Mississippi

Amendment Number 001 Date: June 25, 2024
Original Letter of Credit Issuance Date: June 15, 2022
Irrevocable Standby Letter of Credit Number: 362001100702

Beneficiary:	Account Party:	Bank:
City of Huntsville 308 Fountain Circle Huntsville, AL 35801	SR Land, LLC 105 Von Braun DR Huntsville, AL 35806	BancorpSouth Bank, a Division of Cadence Bank 2778 West Jackson St. Building C Tupelo, MS 38801

Dear Sir or Madam:

The above referenced Irrevocable Standby Letter of Credit together with each amendment thereto, (collectively the "Letter of Credit") in the aggregate amount of \$133,325.00 is hereby amended on the indicated Amendment Number 001 Date as follows:

- The Expiration Date is extended from **June 28, 2024** to **June 28, 2025**.
- The Beneficiary's address is changed to:

City of Huntsville
305 Fountain Circle
Huntsville, AL 35801

- Issuing bank changed to Cadence Bank, 2778 West Jackson Street, Building C, Tupelo, MS 38801, Attention: Letter of Credit Department or Cadence Bank, 312 Clinton Ave. W, Huntsville, AL 35801. All future drafts and all future correspondence should be forwarded to the aforementioned address.

ALL OTHER TERMS AND CONDITIONS STATED IN THE AFOREMENTIONED LETTER OF CREDIT REMAIN UNCHANGED.

This amendment forms an integral part of the Letter of Credit and must be attached thereto. The Beneficiary is requested to notify us promptly if this amendment is not accepted by the Beneficiary.

CADENCE BANK

BY:

Heather M. Sullivan

ITS: First Vice President

SE 7/2/24
MN 7-2-24

2778 West Jackson Street, Building C, 2nd Floor | Tupelo, MS 38801

MM 7/1/24
MN 7-2-24



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: 2025-494

Department: Legal

Subject:

Type of Action: Approval/Action

Resolution authorizing the City Attorney to settle the claim of Anndrea Jones (Claim FY25-146).

Resolution No.

Finance Information:

Account Number: 1000-19-00000-515190-00000000

City Cost Amount: \$25,840.03

Total Cost: \$25,840.03

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address:

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

Additional Comments:

N/A



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: TMP-5623

Department: Legal

Subject:

Type of Action: Approval/Action

Resolution authorizing the City Attorney to settle the claim of Anndrea Jones (Claim FY25-146).

Resolution No.

Finance Information:

Account Number: 1000-19-00000-515190-00000000

City Cost Amount: \$25,840.03

Total Cost: \$25,840.03

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address:

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

Additional Comments:

N/A

RESOLUTION NO. 25-____

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 property damage claim of Anndrea Jones for the total sum of \$25,840.03 (Claim FY25-146).

ADOPTED this the 12th day of June 2025.

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

ADOPTED this the 12th day of June 2025.

Mayor of the City of
Huntsville, Alabama



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: 2025-495

Department: Parks and Recreation

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Facility Use Agreement between the City of Huntsville and All Shook Up Bar and Beverage Catering, LLC, for the USO Low Riders Picnic.

Resolution No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: 2151 Jaycees Way

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

Additional Comments:



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: TMP-5601

Department: Parks and Recreation

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Facility Use Agreement between the City of Huntsville and All Shook Up Bar and Beverage Catering, LLC, for the USO Low Riders Picnic.

Resolution No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: 2151 Jaycees Way

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

Additional Comments:

RESOLUTION NO. 25-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor is hereby authorized to execute a Facility Use Agreement by and between the City of Huntsville and All Shook Up Bar and Beverage Catering, LLC, on behalf of the City of Huntsville, which said Facility Use Agreement is substantially in words and figures the same as that certain document attached hereto and identified as “Facility Use Agreement by and between the City of Huntsville and All Shook Up Bar and Beverage Catering, LLC,” consisting of eight (8) pages, including Exhibit A, and the date of June 12, 2025, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document after being signed by the Mayor, or his designee, shall be permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 12th day of June, 2025.

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

APPROVED this the 12th day of June, 2025.

Mayor of the City of Huntsville, Alabama

FACILITY USE AGREEMENT
BETWEEN THE CITY OF HUNTSVILLE AND
ALL SHOOK UP BAR
AND BEVERAGE CATERING, LLC

FACILITY USE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE
AND ALL SHOOK UP BAR AND BEVERAGE CATERING LLC

This License Agreement (the "Agreement") is entered into this 12th day of June, 2025, by and between the City of Huntsville, a municipal corporation in the State of Alabama (hereinafter referred to as the "City" or "Licensor"), and All Shook Up Bar and Beverage Catering, LLC, an Alabama limited liability company (hereinafter referred to as "Licensee").

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

(a) Subject to the terms and conditions of this License Agreement, the City hereby grants Licensee a license to utilize those premises owned by Licensor, which are shown on the map, attached hereto and incorporated herein by reference as **Exhibit A**, and hereinafter referred to as the "Premises" (and being the Loretta Spencer East Park), located at 2151 Jaycee Way, Huntsville, Alabama, 35801, to be used for an event called the "USO Lowriders Picnic" (the "Event"), which shall include a family-friendly social event for VIP participants and special guests that participated in the USO Lowriders event, during the period specified in this Agreement, and for no other purpose.

(b) Licensee may access the Premises for Event beginning Sunday morning, June 29, 2025. The cleanup/take-down of the Event and restoration of the Premises shall take place following the conclusion of the event on June 29, 2025 and shall be completed on that same day.

2. Security; access.

(a) Licensee shall be responsible for the provision of security within the Premises during the period of the Agreement. Licensee may hire off-duty City of Huntsville Police officers through the Huntsville Police Department to provide security services for the event and shall hire the number of officers and supervisory personnel as recommended for the event by the Huntsville Police Department.

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

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

President of the City Council of the
City of Huntsville, Alabama
Date: June 12, 2025

3. Fencing.

Licensee shall be permitted to erect a fence around the perimeter of the Premises (for any area where no fence is currently erected) provided no holes are drilled in any existing concrete, asphalt, brick or other impervious surface and further provided that the fence is not anchored in concrete or any other permanent material.

4. Alcoholic beverages.

(a) Licensee intends that the event will include the retail sale of alcoholic beverages for on-premises consumption. In such event, Licensee, shall have secured all licensing necessary for such sale prior to the commencement date for the event unless the time specified by the state's or City's alcoholic beverage control laws requires an earlier time. Failing therein, the sale or service of alcoholic beverages shall not be permitted for the Premises.

(b) Licensee agrees to prevent any person from leaving the licensed area while in possession of any alcoholic beverage and to prevent any person from bringing alcoholic beverages into the licensed area; and, to this end, the Huntsville Police Department may require security control at access points and appropriate signage.

(c) Licensee shall abide by all alcoholic beverage control laws of the state and City including the regulations of the Alabama Alcoholic Beverage Control Board. Licensee shall provide tamper-proof measures that identify persons of legal drinking age.

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

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

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

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

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

(e) Stages/performance area: In the event Licensee installs a stage or other performance area upon the Premises, Licensee shall abide by all applicable laws for said installation including any applicable building, fire and electrical codes, and in no event shall any holes be drilled in any existing concrete, asphalt, brick or other impervious surface. Any such stage, tent or other temporary structure erected for the Event shall not be anchored in concrete or any other permanent material, or otherwise deface or damage any portion of the Premises.

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

(g) Restoration: Licensee agrees to provide for and pay all costs and expenses associated with clean-up of, and damage to, Licensor's property, both within and outside of the Premises which relate to the Licensee's use of the Premises. This includes, but is not limited to, costs and expenses associated with the replacement of damaged turf. The Premises shall be cleaned and restored entirely by Licensee within forty-eight (48) hours of the end of the Event, to the sole satisfaction of Licensor, except as provided otherwise herein.

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

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

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

(k) Trash: Licensee shall provide all trash containers (barrels and dumpsters) necessary to accommodate the volume of trash generated by the Event. Licensee must pick up all ground trash and empty all barrels by midnight on each night of the Event. All large dumpsters must be emptied and removed within 48 hours of Event take down.

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

(m) Admission: Licensee shall provide adequate personnel to collect all admission fees and staff all entrance and exit gates. Licensee shall be solely responsible for collection of all fees.

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

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

6. Parking.

Event parking shall be restricted to the East Lot of the Loretta P. Spencer Sports Complex.

7. Indemnification; non-liability.

Licensee shall indemnify and hold harmless and does hereby agree to indemnify and hold harmless the City of Huntsville, its officials, officers, elected and appointed officials, employees, agents, contractors and volunteers performing an authorized city function, (hereinafter referred to as "indemnitees") from and against any and all claims, liability, loss, judgments, suits, penalties, costs, expenses and damages aforesaid (including but not limited to reasonable attorneys' fees and expenses and court costs and fees). Licensee further agrees to indemnify and hold harmless those named above for exposure, infection, and/or spread of COVID-19 related to Licensee's utilization of the Premises. Licensee's duty to indemnify shall not apply to loss, injury, death or damage arising by reason of the sole negligence of the indemnitees. Licensee's duties hereunder shall survive the termination or expiration of this Agreement.

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

8. Insurance.

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

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

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

City of Huntsville, AL its officers, employees, elected officials, agents, contractors and specified volunteers

Attn: City Attorney

P.O. Box 308

Huntsville, AL 35804

bruce.pitts@huntsvilleal.gov

Such policy of insurance shall be issued by a company authorized to engage in the insurance business in the state of Alabama and shall be approved by the City Attorney of the City of Huntsville prior to Licensee entering upon the Premises upon the terms of this agreement. It is not the intention of the parties to limit the insurance coverage to the minimum limits stated in the contract, but the entire limits of coverage carried if limits are higher than those noted on the Certificate of Insurance.

9. Fee. Licensee shall pay a fee of Five Hundred and No/100 dollars (\$500.00) to the City for the use of the Premises.

10. Non-compliance.

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

11. Miscellaneous.

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

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

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

(d) If, for any reason, any agreement(s), provision(s), or term(s) of this Agreement (whether material to the bargain of City and Licensee or not) should be declared illegal, null and void, unconstitutional or unenforceable, in whole or in part, by any court of competent jurisdiction, the offending portion of this Agreement shall be deemed severed herefrom as

though the same was never a part hereof; provided, however, the remainder of this Agreement shall not be impaired and shall remain in full force and effect according to its remaining agreements, covenants, provisions and terms.

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

12. Electronic Signatures.

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

[SIGNATURES ON FOLLOWING PAGE]

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

ATTEST

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

Shaundrika Edwards
City Clerk

By: _____
Tommy Battle, Mayor

**LICENSEE:
ALL SHOOK UP BAR AND BEVERAGE
CATERING, LLC**

By: Brent Kennamer

Its: Owner





Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: 2025-496

Department: Planning

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to submit a USDOT Safe Streets and Roads for All (SS4A) Application for the Towards Vision Zero Huntsville Project.

Resolution No.

Does this item need to be published? No

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

Finance Information:

Account Number: TBD

City Cost Amount: \$25,145,065.44

Total Cost: \$ 46,564,936.00

Special Circumstances:

Grant Funded: \$ 21,419,870.56

Grant Title - CFDA or granting Agency: USDOT SS4A

Resolution #: N/A

Location: N/A

Address: N/A

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

Additional Comments: Implementation grant funding for the PARC Pedestrian Bridge project; And Planning & Demonstration grant funding for The City of Huntsville Safe Routes to School Plan and Meridian Street Education-Innovation Corridor project.



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

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Address: N/A

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

Additional Comments: Implementation grant funding for the PARC Pedestrian Bridge project; And Planning & Demonstration grant funding for The City of Huntsville Safe Routes to School Plan and Meridian Street Education-Innovation Corridor project.

RESOLUTION NO. 25- _____

**A RESOLUTION OF THE CITY OF HUNTSVILLE FOR A
FY2025 USDOT SAFE STREETS & ROADS FOR ALL (SS4A)
GRANT APPLICATION
for the
TOWARD VISION ZERO HUNTSVILLE
Project**

WHEREAS, the City of Huntsville is committed to ensuring the safety of its citizens and is committed to reaching Vision Zero, or zero roadway fatalities and serious injuries by 2055.

WHEREAS, the City of Huntsville has identified High Injury Networks (HIN) within its jurisdiction through the comprehensive Safety Action Plan process.

WHEREAS, the City of Huntsville is eligible to apply to the United States Department of Transportation (USDOT) for Safe Streets and Roads for All (SS4A) *Implementation with Supplemental Planning & Demonstration* grant funding, and will apply for SS4A funding for the Pedestrian Access & Redevelopment Corridor (PARC) Cable Suspension Bridge and the City of Huntsville Safe Routes to School Plan & Meridian Street Education-Innovation Corridor project.

The Pedestrian Access & Redevelopment Corridor (PARC) Cable Suspension Bridge is a 1,400-linear foot pedestrian overpass that will cross over two of the city's highest-injury networks, Memorial Parkway (US 231/431) and Governors Drive (AL 53). This will provide a protected transportation corridor for pedestrians and cyclists trying to access medical services and education and employment opportunities in the downtown area and beyond. The pedestrian bridge is part of the larger Pedestrian Access & Redevelopment Corridor that will expand safe access to schools along the Meridian Street Education Corridor in north Huntsville.

The City of Huntsville Safe Routes to School (SRTS) Plan and Meridian Street Education-Innovation Corridor project involves a city-wide Safe Routes to School planning initiative to identify potential safety interventions within school zones located near High-Injury Networks and piloting an Intelligent Transportation System (ITS) demonstration project along the Meridian Street Education Corridor. There are five schools ranging from PK to Higher Ed along the Meridian corridor and the City desires to request Supplemental Planning & Demonstration funding for the SRTS Plan and to test an AI fusion mobility technology platform to collect safety analytics, detect near-misses, and utilize real-time traffic management and adaptive signal timing optimization to ensure the safest multimodal conditions within school zones.

WHEREAS, engineers have estimated the project cost for Implementation activities to be \$44,688,436; and the project cost for Planning & Demonstration activities to be \$1,876,500; for a Total Project Cost of \$46,564,936.

BE IT THEREFORE RESOLVED, by the City Council of the City of Huntsville, Alabama, that the Council authorizes the Mayor to submit an application on behalf of the City of Huntsville, including all the understandings and assurances contained therein, to the United States Department of Transportation (USDOT) for Safe Streets and Roads for All (SS4A) Implementation with Supplemental Planning & Demonstration grant funding not to exceed \$21,419,870.56, or forty-six percent (46%) of the Total Project Cost for the *Toward Vision Zero Huntsville* project, and is committed to provide a fifty-four percent (54%) local match of \$25,145,065.44.

BE IT FURTHER RESOLVED that this resolution shall become effective immediately upon approval and adoption by the Council, the public welfare requiring it.

ADOPTED this the 12th day of June, 2025.

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

APPROVED this the 12th day of June, 2025.

Mayor of the City of Huntsville, Alabama

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		
* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		
* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>		
* 3. Date Received: <input type="text"/>		4. Applicant Identifier: <input type="text"/>
5a. Federal Entity Identifier: <input type="text"/>		5b. Federal Award Identifier: <input type="text"/>
State Use Only:		
6. Date Received by State: <input type="text"/>		7. State Application Identifier: <input type="text"/>
8. APPLICANT INFORMATION:		
* a. Legal Name: <input type="text" value="CITY OF HUNTSVILLE"/>		
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="63-600-1296"/>		* c. UEI: <input type="text" value="ZBCLKNT6JWT4"/>
d. Address:		
* Street1: <input type="text" value="305 FOUNTAIN CIRCLE"/>		
Street2: <input type="text"/>		
* City: <input type="text" value="HUNTSVILLE"/>		
County/Parish: <input type="text"/>		
* State: <input type="text" value="AL: Alabama"/>		
Province: <input type="text"/>		
* Country: <input type="text" value="USA: UNITED STATES"/>		
* Zip / Postal Code: <input type="text" value="358010000"/>		
e. Organizational Unit:		
Department Name: <input type="text"/>		Division Name: <input type="text"/>
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: <input type="text"/>	* First Name: <input type="text" value="JO BETH"/>	
Middle Name: <input type="text"/>		
* Last Name: <input type="text" value="GLEASON"/>		
Suffix: <input type="text"/>		
Title: <input type="text"/>		
Organizational Affiliation: <input type="text"/>		
* Telephone Number: <input type="text" value="256-705-3081"/>		Fax Number: <input type="text"/>
* Email: <input type="text" value="JOBETH.GLEASON@HUNTSVILLEAL.GOV"/>		

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

DEPARTMENT OF TRANSPORTATION

11. Assistance Listing Number:

20.939

Assistance Listing Title:

* 12. Funding Opportunity Number:

DOT-SS4A-FY25-01

* Title:

USDOT FY25 Safe Streets and Roads for All Funding

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

TOWARD VISION ZERO HUNTSVILLE: PEDESTRIAN ACCESS & REDEVELOPMENT CORRIDOR FOR SAFE ROUTES TO SCHOOL (IMPLEMENTATION WITH PLANNING & DEMONSTRATION)

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="21,419,870.56"/>
* b. Applicant	<input type="text" value="25,145,065.44"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="46,564,936.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title: * Telephone Number: Fax Number: * Email: * Signature of Authorized Representative: * Date Signed:

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013
Expiration Date: 02/28/2025

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name: TOMMY BATTLE * Street 1: 305 FOUNTAIN CIRCLE Street 2: _____ * City: HUNTSVILLE State: AL: Alabama Zip: _____ Congressional District, if known: _____		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: 		
6. * Federal Department/Agency: DEPARTMENT OF TRANSPORTATION		7. * Federal Program Name/Description: USDOT FY25 Safe Streets and Roads for All Funding Assistance Listing Number, if applicable: _____
8. Federal Action Number, if known: _____		9. Award Amount, if known: \$ _____
10. a. Name and Address of Lobbying Registrant: Prefix _____ * First Name: N/A Middle Name: _____ * Last Name: N/A Suffix: _____ * Street 1: _____ Street 2: _____ * City: _____ State: _____ Zip: _____		
b. Individual Performing Services (including address if different from No. 10a) Prefix _____ * First Name: N/A Middle Name: _____ * Last Name: N/A Suffix: _____ * Street 1: _____ Street 2: _____ * City: _____ State: _____ Zip: _____		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. * Signature: _____ * Name: Prefix _____ * First Name: TOMMY Middle Name: _____ * Last Name: BATTLE Suffix: _____ Title: MAYOR Telephone No.: _____ Date: 06/12/2025		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION	
CITY OF HUNTSVILLE	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix:	* First Name: TOMMY Middle Name:
* Last Name: BATTLE	Suffix:
* Title: MAYOR	
* SIGNATURE:	* DATE: 06/12/2025

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.


PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	MAYOR
APPLICANT ORGANIZATION	DATE SUBMITTED
CITY OF HUNTSVILLE	06/12/2025

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HUNTSVILLE

The Star of Alabama

Toward Vision Zero Huntsville

A Safe Streets and Roads for All Implementation Project

Lead Applicant: City of Huntsville, AL

Endorsing Agency: Alabama Department of
Transportation (facility owner)

Lead Applicant Eligibility: Local Government

Total Project Cost: \$46,564,936

SS4A 2025 Request: \$21,419,870.56

Local Match: \$25,145,065.44

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Overview

Over the last decade, the City of Huntsville, Alabama, has grown into the state's largest city, surpassing Birmingham, which previously held the title. The tremendous and dynamic growth is due to the city's 20% increase in residents since 2010, and is linked to the area's booming aerospace, military technology, and manufacturing sectors. While the new growth is positive economically, the infrastructure to support the growth and prevent fatalities and serious injuries among drivers, pedestrians, and others on the city's most-used roadways and in its most vulnerable communities is lacking. In 2023, Huntsville had 8,444 total crashes, including 31 traffic fatalities, the city's highest to date within a ten-year time frame. Alarming, one in four of those fatal crashes involved a pedestrian, highlighting urgent gaps in roadway safety.

The City of Huntsville, with the endorsement of the Alabama Department of Transportation (ALDOT) is requesting \$21,419,870.56 and providing a local match of \$25,145,065.44 for the Toward Vision Zero Huntsville project, to implement evidence-based safety interventions within its High Injury Network. The approach includes the construction of a cable-suspended pedestrian bridge over two busy, multi-lane, high-speed, and dangerous highways and supplemental planning and demonstration funds to inform the city's action plan to include a citywide Safe Routes to School action plan and evaluate ITS Smart Traffic Signals in a pilot demonstration project within the city's Meridian Education Corridor.

Toward Vision Zero Huntsville supports the mayor's initiative to achieve zero traffic fatalities and serious injuries by 2055 and to create a multimodal environment where transportation safety for pedestrians, bicyclists, and vehicles is the top priority. Through the comprehensive [Vision Zero Huntsville Multimodal Safety Action Plan](#) effort, planners identified the highest-need High-Injury Networks (HINs) within the city, which were also located in economically distressed areas. The corridors of most concern are the:

- **Pedestrian Access and Redevelopment Corridor (PARC):** Governors Drive (US Hwy 431/SR-53) – East-West Major Arterial and Memorial Parkway (AL 431/231) – North-South Major Arterial
- **Meridian Education Corridor:** Meridian Street, Pratt Avenue to Opal Drive

Governors Drive and Memorial Parkway were constructed in the 1950s to ease downtown congestion following Huntsville's first post-war population boom. While these roadways successfully addressed traffic concerns at the time, they also divided the city into four quadrants and cut through key residential and commercial areas, including the Mill Creek Choice Neighborhood. As a result, pedestrians and bicyclists have long faced barriers to accessing essential community resources safely, including jobs, grocery stores, hospitals, transit centers, retail stores, parks, and childcare facilities.

To further address these long-standing mobility and safety challenges, Toward Vision Zero Huntsville will demonstrate the deployment of Intelligent Traffic Signal technology within the Meridian Education Corridor, located north of downtown. The technology will enhance safety for both drivers and pedestrians by using real-time data to reduce risk, improve signal timing, and



increase visibility and predictability at intersections. Supplemental planning activities will also lay the groundwork for developing a citywide Safe Routes to School Action Plan.

Location

Huntsville is the largest city in Alabama, centrally located in the northernmost part of the state, with a 2020 population of 199,845ⁱ. It has a current average annual growth rate of 2% and spans three counties, Madison, Limestone, and Morgan. Additionally, more than 1.2 million people reside within the Huntsville metro area. A spiderweb of interstates and highways connects Huntsville to its surrounding areas and the metros of Decatur, Nashville, Birmingham, and Chattanooga.

Downtown Huntsville, located in Madison County, is the terminal hub of both High Injury Network locations, the Pedestrian Access and Redevelopment Corridor (PARC) and the Meridian Education Corridor. The Pedestrian Access and Redevelopment Corridor is situated in West Central Huntsville, within the economically distressed Mill Creek Choice Neighborhood, one of the oldest neighborhoods in the region. The neighborhood is bound by major regional highways, including I-565 to the north and Memorial Parkway to the east, as well as major connectors, Bob Wallace Avenue and Triana Boulevard, to the south and west, respectively. Governors Drive is also a major thoroughfare and bisects the neighborhood. There are 3,128 residents within the 1 square mile neighborhood.ⁱⁱ The proposed project is located in census tracts 31, 21, and 12, which are identified as areas of persistent poverty and a historically disadvantaged community.

Approximately 59% of the neighborhood identifies as Black, 35% identify as white, and 6% identify as "other."ⁱⁱⁱ Residents experience a lack of income, with approximately 89% of families making less than \$50,000 per year. Residents report high rates of crime and struggle to access

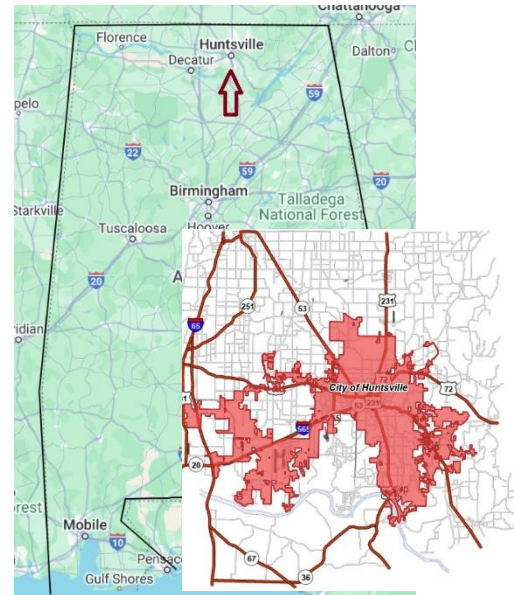


Figure 1 Map of Huntsville

MAP of PARC

Figure 2 Map of PARC



healthy food. There are multiple dilapidated properties in the neighborhood, and various barriers to accessing jobs and services without a vehicle, such as high traffic on Governors Drive and Memorial Parkway, which make crossing these roadways difficult and unsafe. The proposed project area is also adjacent to the recently revitalized Lowe Mill Arts Center, which also has pedestrian and cyclist constraints and a lack of safe connections to downtown. The proposed pedestrian bridge will enable these residents and Lowe Mill visitors to walk and bike safely through the highly trafficked area and access downtown without the need for a vehicle.

The Meridian Education Corridor is a vital link between downtown Huntsville and various educational institutions. The Meridian Education Corridor is a four-mile stretch north of Downtown Huntsville and includes Meridian Street from Pratt Avenue to Opal Drive. The western boundary is Memorial Parkway and Washington Street, and the eastern boundary is Interstate 565, the western edge of Chapman Mountain, and roughly Higdon Road. It is an essential connection between downtown and multiple educational institutions. The roadway serves as a key connector to K-12 schools and nearby colleges and universities, including Alabama A&M (an HBCU) and Drake State Community and Technical College.



Figure 3 Map of Meridian Corridor

Response to Selection Criteria

Safety Need

Safety Problem: Huntsville is experiencing a troubling rise in traffic-related deaths and serious injuries, mirroring the dangerous upward trend seen across the country^{iv}. In 2022, out of the 50 states, Alabama had the 7th highest traffic fatality rate in the country, with a Traffic Fatality Rate of 19.5.*^v In comparison, the U.S. Traffic Fatality Rate was 12.76. In 2022, of all cities with populations of 150,000 or greater, Huntsville ranked #43 out of 172 cities in the Traffic Fatality Rate rankings, at 12.81 fatalities.* For that same year's Pedestrian Fatality Rates, Huntsville ranked #35 out of those 172 cities, with a Pedestrian Fatality Rate of 3.94 fatalities.* From 2015 to 2022, Huntsville's Traffic Fatality Rate had more than doubled. Between 2017 and 2022, there were 1,812 Fatalities & Serious Injuries Crashes in Huntsville. On average, 302 people a year are killed or severely injured in traffic crashes in Huntsville.

In 2023, Huntsville had 8,444 total crashes, including 31 traffic fatalities, the city's highest to date within the ten-year time frame. Governors Drive had the most instances of fatal crashes, with nine,

* Annual Fatalities per 100,000 population



I-565 had six, and University Drive had four. This local data reflects the actual reality that Huntsville's 5-year Annual Average Fatality Rate from 2018 to 2022 was several points higher than that of the United States as a whole. (Jo Beth please provide any specific crash data related to Meridian Street)

	Huntsville, AL	United States
Total 5-year Annual Average Fatality Rate (per 100,000 population)^{vi}	58.044	55.89

Figure 4 5-Year Annual Average Fatality Rate

Detailed local crash data collected by the Huntsville Police Department (HPD) from 2017 to 2022 offers additional insight into collision trends and high-risk areas. During this time, there were 38,417 total crashes in Huntsville. Of those, 1,812, or 4.7%, resulted in fatalities and serious injuries. Of the total crashes within this six-year timeframe, 144 resulted in fatalities. **Of the total crashes resulting in fatality, 25% involved pedestrians, 1.4% involved bicyclists, and 73.6% involved motorists only.** Fatal crashes steadily increased each year, and serious injury crashes rose sharply from 2017 to 2020. **Between 2017 and 2022, 204 pedestrians and 34 bicyclists were reported killed or severely injured in traffic-related accidents in Huntsville.** Within this same timeframe, four crashes were reported to involve a **person in a wheelchair**. However, this number is believed to be underrepresented, as local news reports indicate more cases have occurred during this time. During the 2017-2022 timeframe, 2020 saw the highest number of fatalities and serious injuries in crashes involving pedestrians. This was most likely related to the COVID-19 pandemic, as more people were using active transportation and walking and biking outdoors more frequently during this time.

According to the Vision Zero Multimodal Safety Action Plan,^{vii} nearly 60% of the crashes involving pedestrians that resulted in fatality or serious injury were related to Improper Crossing (49.5%) and Unseen Object/Person/Vehicle (10.3%) collectively. Additionally, over 40% of crashes involving bicyclists/pedalcyclists that resulted in fatality or serious injury were related to Unseen Object/Person/Vehicle (23.5%) and Improper Lane Change/Use (17.7%) collectively.

High Injury Network The above statistics reflect the danger that exists in Huntsville, and more specifically, within its High Injury Network. Toward Vision Zero Huntsville will focus on two of its highest severe injury roads: (#2) Governors Drive (US 431/AL 53) and (#3) Memorial Parkway (US 231/US 431). It will also focus on Meridian Street, which is identified as a HIN hotspot for bicyclists, for supplementary planning and demonstration activities. While these locations are known for their high severe injury crash rates, they are also identified as the most unsafe roadways for pedestrians, given the high rate of pedestrian-involved crashes.

Today, Memorial Parkway and Governors Drive are hazardous roadways that undermine community connectivity and pose serious threats to public safety and economic development. The proposed project will provide an alternative to dangerous at-grade pedestrian crossings on Memorial Parkway and Governors Drive, where many vulnerable roadway users have been injured or killed. (Jo Beth please provide severe injury data for Memorial, Governors, and Meridian)



High Injury Network Location	Severe Injuries	Fatalities	Total
Memorial Parkway (US 231/431)			
Governors Drive (US 431/ AL 53)			
Meridian Street			
Source: FARS Data 2018-2022			

Figure 5 High Injury Network Metrics

Between 2014 and March 2022, 35 automotive-bicycle/pedestrian accidents occurred within $\frac{1}{4}$ mile of the proposed PARC Bridge, 7 of which resulted in fatalities. In a 2019 survey of over 800 residents conducted by the City of Huntsville, the City found that nearly 50% (47.5%) of residents would not bike or walk in the area due to the lack of trails and high-speed traffic.

Safety Risk Toward Vision Zero Huntsville focuses on a comprehensive approach to roadway safety that involves planning, policy, behavioral, operational, and infrastructural focused efforts aimed to reduce the number of fatalities and serious injury crashes throughout the jurisdiction, focusing first on the High-Injury Networks identified in the Vision Zero Huntsville Multimodal Safety Action Plan. This framework, focusing on safety, is based on the USDOT's Safe System Approach to roadway safety: Safer People, Safer Roads, Safer Vehicles, Safer Speeds, and Post-Crash Care.

Memorial Parkway (US 231/431) is eleven lanes wide and has an Annual Average Daily Traffic (AADT) of over 7,500 in each direction near the proposed pedestrian bridge.^{viii} Governors Drive (US 431/AL 53) records an AADT of 26,726 near the PARC bridge site. While the highly trafficked roadways have designated crosswalks, they are far apart and often ignored. Jaywalking is a persistent concern, and conflicts between vehicles and pedestrians/cyclists occur at a high frequency. The high frequency of conflicts between vehicles and pedestrians/cyclists, within a $\frac{1}{2}$ mile radius of the project, is especially concerning, as it is a socioeconomically challenged area with approximately 69% of residents classified as low-income and 12% unemployed. Within the population mentioned above are 1,072 public housing residents.^{ix} Most of the residents in the public housing units (77%) must cross one or both major roadways in order to access potential jobs and services downtown.^x Approximately 26.9% of households within the project area do not have access to vehicles, and they either risk walking along dangerous roadways trying to access employment and services, or worse, may not be able to secure a job at all due to the existing transportation barriers. The proposed PARC bridge will provide direct connections to the public housing units within the project area, thereby reducing the risk that residents currently face when walking downtown to access jobs and services. The neighborhood is within walking distance of the medical center, public library, and service industry cluster downtown. However, they are currently blocked by dangerous, busy, multi-lane highways, putting both pedestrians and drivers at risk. The proposed PARC bridge is a vital safety intervention that will restore safe access for all between the economically distressed Mill Creek Choice Neighborhood and Downtown Huntsville. Without support from the Safe Streets for All program, the dangerous conditions along Memorial



Parkway and Governors Drive will continue to pose serious risks to pedestrians, cyclists, and drivers.

(Jo Beth please provide information related to the safety concerns related to Meridian).

Safety Impact The proposed Toward Vision Zero Huntsville project will create a safe route for the economically distressed Mill Creek Choice Neighborhood to critical opportunities in Downtown Huntsville, without requiring the crossing of two of the city's most dangerous roadways, Memorial Parkway and Governors Drive. By developing a Safe Routes to School Plan and piloting Intelligent Transportation System (ITS) technology, the project will transform the city and the Meridian Street Corridor into a secure, accessible passageway for individuals seeking educational advancement. In doing so, the initiative will strengthen economic mobility and expand access to jobs, education, essential services, and commercial activity through safe, connected infrastructure.

Significant Reduction in Roadway Fatalities and Serious Injuries: The cable-suspended pedestrian bridge, known as the PARC Bridge, will span 1,400 LF of the proposed corridor to eliminate unsafe pedestrian highway crossings on Memorial Parkway (US 431/US 231) and Governors Drive (US Hwy 431/SR-53). AL DOT owns both Memorial Parkway and Governors Drive, and the City has included an endorsement letter found in [Attachment X](#). The bridge design criteria include a 12' minimum width between railings, 42" minimum height of railings, 8' minimum height of fencing over roadways, 17' minimum roadway clearance, and safety lighting. [Click here](#) to view the project video. [Click here](#) to view a presentation on the PARC project in its entirety, including the proposed cable-suspended pedestrian bridge. The design report for the suspension bridge is in [Attachment X](#), and the overall PARC plan is in [Attachment X](#).

Low-Cost High-Impact Strategies: Constructing the PARC bridge offers a high-impact solution to reducing roadway fatalities and serious injuries by creating a grade-separated crossing that eliminates pedestrian exposure to the fast-moving traffic on both Governors Drive and Memorial Parkway. By removing this conflict point, the bridge significantly enhances safety for pedestrians and drivers in one of the city's most dangerous corridors. It not only eliminates a major point of risk for road users, including children, seniors, and individuals with disabilities, but also encourages safe travel by offering a reliable and protected route across previously impassable corridors. The project is particularly impactful because it connects historically economically distressed neighborhoods to critical social and economic resources downtown, improving access to jobs, education, healthcare, and public services. Studies show that providing safe and easy access to these types of resources can decrease unemployment rates by over 4%.^{xi} As a significant capital project, it also incorporates broad safety strategies that integrate low-cost, high-impact safety improvements. Surrounding infrastructure interventions at the bridge's end points will include enhanced lighting, clear signage, improved signals, improved sidewalks, and other traffic-calming measures (non-lane reducing) at access points, further extending the reach and effectiveness of the bridge. These complementary improvements will help transform the surrounding road network, benefiting not only pedestrians and drivers on Governors Drive and Memorial Parkway but also those in the surrounding areas. This will make it more cost-effective due to the ripple effects it creates, producing positive outcomes across multiple sectors in addition to addressing the immediate issue.



Evidence-Based Projects and Strategies: Constructing grade-separated bridges to protect pedestrians from fatal and severe injury crashes on busy roads is an evidence-based and effective strategy, as demonstrated by multiple case studies. In Seattle, Washington, the city analyzed the frequency of pedestrian-involved accidents to ensure that the bridges were being used for their intended purpose. The study found that for the two bridges that were analyzed, there were zero pedestrian-involved accidents within a four-block radius during the three-year timeframe of the review.^{xii} In addition to grade-separated bridges, there is evidence that the traffic calming measures implemented at the bridge's endpoints will also directly reduce the number of fatal and severe injury pedestrian-involved crashes. Studies show that intersection lighting can reduce pedestrian crashes by 40%, and advanced yield and stop markings can reduce them by 25%.^{xiii}

Alignment with Local Policies, Guidelines, and Standards: Toward Vision Zero Huntsville aligns with several local studies and safety improvement plans, in addition to its city [Safety Action Plan](#). These aligned plans incorporate a range of strategies to enhance safety and promote a culture of safety. They include: the [Pedestrian Access and Redevelopment Corridor \(PARC\)](#) plan, City-wide [Complete Streets Policy](#), Mill Creek Choice [Neighborhood Plan 2022](#), Memorial Parkway [Bicycle & Pedestrian Safety Study](#), Huntsville Area MPO [ADA Transition Plan](#), Huntsville Area MPO [Long-Range Transportation Plan \(LRTP\)](#), Downtown Active Transportation [Connectivity Action Plan](#), Meridian Street Corridor [Redevelopment Plan](#), Huntsville Area [MPO Bikeway Plan 2019](#), Huntsville [Transit Study](#), Alternative Modes [Review 2022](#). The city also initiated a [Comprehensive Planning effort](#) in 2015 that documented the importance of the PARC bridge to the Huntsville community. A survey implemented during the process (Fall 2017) yielded 719 responses and provided valuable insights. Roughly 82% of the respondents indicated that they would use the PARC infrastructure to walk, and 47.5% would bike, but noted that they did not currently walk or bike due to the lack of trails and high traffic speeds. More than 90% of respondents indicated that they are supportive or very supportive of the PARC bridge. The full report on the survey results can be found in [Attachment XX](#).

Environmental Impact: The environmental impact of the PARC bridge is expected to be negligible due to the structure's minimal ground disturbance and lightweight footprint. Unlike traditional bridge designs that require extensive foundation work and land alteration, the cable-suspended design allows for longer spans with fewer support piers, thereby reducing the need for excavation, grading, and disruption to existing vegetation, waterways, or wildlife habitats. To further mitigate environmental impact, construction will incorporate best practices, such as silt fencing, erosion control blankets, and designated equipment access routes, to prevent soil erosion and protect nearby ecosystems during the construction phase. Any temporarily disturbed areas will be restored through replanting of native vegetation, stabilization of soil surfaces, and removal of all construction debris upon project completion. Additionally, pre-construction environmental assessments will be conducted to ensure that the project does not impact any sensitive natural resources. The project will undergo review and approval under the National Environmental Policy Act (NEPA), confirming that it meets all applicable environmental protection standards and regulatory requirements.

Safe System Approach: Toward Vision Zero Huntsville fully aligns with and supports all five elements of the Safe System Approach. By removing pedestrians from high-speed vehicular traffic along two of Huntsville's most dangerous corridors, the bridge protects vulnerable road users. It



promotes safer behavior by eliminating the need for unsafe mid-block crossings, thereby supporting **Safer People**. The infrastructure itself creates a **Safer Road** environment by physically separating modes of travel and reducing conflict points between vehicles and pedestrians. The bridge contributes to **Safer Speeds** by incorporating non-lane-reducing calming measures to improve traffic flow near entry and exit points, which will be supported through additional design measures, including improved signage and roadway markings. It directly supports **Safer Vehicles** by minimizing interactions where crashes are most likely to be severe or fatal. In terms of **Post-Crash Care**, the bridge improves access for emergency responders by reducing crash incidence in a high injury network, allowing resources to be allocated more effectively and reducing response times in the event of a crash elsewhere.

Technologies to Promote Safety

(Marissa still needs to add) (Jo Beth please describe the technologies that will be utilized on the PARC bridge to promote safety.)

Alignment with State Safety Priorities and Vulnerable Road User Safety Assessment: Toward Vision Zero Huntsville is strongly aligned with the goals outlined in [Alabama's FY 2024–2026 Highway Safety Plan \(HSP\)](#), particularly in addressing the urgent need for improved pedestrian/vulnerable road user safety in urban areas. The HSP, which includes its vulnerable road user safety assessment, identifies pedestrian fatalities as a critical area of concern, especially among males aged 20–65 in densely populated counties. Huntsville is called out as a city of focus for pedestrian-involved crashes. It highlights that many pedestrian safety issues are rooted in infrastructure deficiencies and calls for engineering-based solutions to mitigate these risks. The PARC bridge directly responds to this and consequently engages multiple economically distressed communities within the area. By connecting individuals to downtown resources, the project supports the HSP's focus on improving economic and social opportunities for economically distressed communities. It not only improves physical safety but also enhances access to jobs, healthcare, and education. The PARC Bridge also aligns with the HSP by employing a data-driven approach to safety planning, as its need is informed by crash data indicating elevated risks for pedestrians and drivers in the high-injury network.

Cost-Benefit Analysis and Implementation Costs: The City of Huntsville has analyzed the cost-benefit of the Toward Vision Zero Huntsville initiative, which includes the PARC Bridge project as a key safety intervention. Based on this analysis, the implementation costs for the PARC Bridge are clearly itemized, reflecting a total investment of \$49 million in 2020 dollars, discounted at a 7% rate. This includes a development cost of \$47.7 million and an additional \$1.3 million in long-term operations and maintenance (O&M) expenses. These figures represent a strategic and efficient use of federal funds (include calculation of fatalities and severe injuries prevented over 5 years/ total request). Benefits include reduced travel time for pedestrians and bicyclists, facility improvements, health benefits, and increased property values. Potential costs include work zone impacts. Analyzing these cost-benefits shows a favorable ratio of 1.32.

Engagement and Collaboration Huntsville has a strong track record of successful community engagement and cross-sector collaboration. Over the years, the city has worked closely with residents, interdepartmental teams, County, State, and Federal agencies, as well as local nonprofits,



businesses, community organizations, and institutions to shape public policy, guide project development, and ensure effective implementation. Toward Vision Zero Huntsville has been identified as a priority in multiple city-led plans and studies. Each of these efforts has incorporated robust public input and stakeholder engagement to ensure that the project reflects the community's needs and values. The engagement strategies initiated during the planning phase will be sustained and expanded throughout the implementation phase to ensure ongoing community input, particularly from those most affected by the project.

Engagement of Economically Distressed Communities: During implementation of the project, underrepresented communities, particularly those in Census Tracts 31, 21, and 12 within the Mill Creek Choice Neighborhood (a HUD Choice Neighborhood) (insert median income and poverty rate), as well as the Lowe Mill Neighborhood (insert median income and poverty rate), will continue to be meaningfully engaged. These areas, which have been identified as economically distressed and directly adjacent to the PARC Bridge, were prioritized during the planning process and will remain a priority during implementation. This will be achieved through targeted outreach, including public input sessions held in high-crash areas and near the project site. During the planning process, three public input sessions were held, one of which took place near the proposed PARC bridge location. All meetings were ADA-accessible, and Huntsville Transit Authority offered free rides to and from meeting locations for participants. Community Surveys were offered online and in hard copy, available in both English and Spanish, resulting in 221 responses. Nearly 60% of the respondents identified as non-motorists. 66% of respondents stated that they or someone they knew had been involved in a traffic crash in the city^{xiv}. All public meetings were advertised through various media, including radio, television, newspapers, email, and multiple online sources. Qualitative feedback collected from meeting attendees and survey respondents included the following statements: “There are few alternatives to driving here! Better connectivity throughout the city for active transportation is greatly needed.”; “There are several elderly and disabled people living in the Governors Drive area.”; “I don’t really feel safe walking or biking on any major road.”; “I would love to see this city invest more in pedestrian, ADA, and bicyclist safety.”

Demographic Analysis and Stakeholder Engagement: During the implementation of Toward Vision Zero Huntsville, the team will embed both quantitative and qualitative demographic analysis, as well as continuous stakeholder engagement, into all major decision-making processes. Building on the methodologies used in the Action Plan phase, which involved a 25-member Task Force representing various groups within the city, the team will continue to analyze demographic data, including race, income, age, disability status, and access to transportation, to guide the prioritization of resources and ensure the project continues to address the needs of economically distressed populations. To complement the data, qualitative feedback will be collected through regularly scheduled community forums, advisory working groups, and one-on-one interviews with individuals representing populations most impacted by the project. Special attention will be given to engaging residents with disabilities, non-English speakers, older adults, and those who rely on walking or transit as their primary mode of transportation. The Task Force will meet monthly and continue to share data, present crash analysis findings, and discuss critical multimodal safety issues affecting their respective organizations. Members will also express their ideas and concerns through email correspondence and interactive live



Excel worksheets. Task Force Members include: City government, Huntsville hospital system, Veterans affairs hospital, Huntsville city schools, Idefy Disabilities Advocacy Group, Public safety/law enforcement, city ADA Coordinator, Village of Promise (representing people living in poverty), Huntsville Housing Authority, Alabama A&M University (AAMU), University of Alabama Huntsville (UAH), Huntsville Area Metropolitan Planning Organization (MPO), Huntsville Transit Authority, Downtown Huntsville, Inc, Engineering, Traffic Engineering, Planning, Public Works, BASC Bicyclist Safety & Advocacy Group, Private Citizens (representing vulnerable roadway users: people living with disabilities; wheelchair-bound individuals; runners; walkers; bicyclists).

Engagement During All Phases As described above, community and stakeholder engagement will continue during the project's lifecycle through monthly Task Force stakeholder meetings and regularly scheduled community forums. Input gathered through these efforts will be used to inform construction phasing, design refinements, and communication strategies.

Leveraged Partnerships During the implementation of Toward Vision Zero Huntsville, the city will leverage a broad range of partnerships across governmental, non-governmental, academic, and private sectors to maximize safety benefits and avoid unintended negative consequences for the community. Within its jurisdiction, the city will continue to work closely with the Huntsville Housing Authority to implement the Mill Creek Choice Neighborhood Transformation Plan, a HUD-supported initiative, ensuring that infrastructure improvements are integrated with housing and community development goals to promote long-term stability and inclusive growth. Collaboration with other government entities is central to the project, including the Alabama Department of Transportation (ALDOT), which has endorsed the project and will provide ongoing technical and regulatory support to ensure the safe and effective integration with state-managed transportation infrastructure. The project also leverages strong relationships with non-governmental organizations, including the Village of Promise, Idefy Disabilities Advocacy Group, and BASC Bicyclist Safety & Advocacy Group, which represent vulnerable populations and will continue to advise on equitable access, ADA compliance, and multimodal safety. These groups have already helped shape the project through stakeholder engagement and will remain active partners in refining its design and implementation. In partnership with academic institutions such as Alabama A&M University and the University of Alabama in Huntsville (UAH), the city will continue to evaluate project impacts, integrate data-driven practices, and cultivate student and faculty involvement in transportation planning, equity studies, and public policy. The project also aligns with private-sector interests, particularly within the designated Opportunity Zone where the PARC Bridge is located. The infrastructure is expected to unlock up to **\$1 billion** in private investment, bringing an estimated **34.7 acres** out of the floodway and increasing land value by over **\$53 million**. This creates opportunities for economic development that are grounded in enhanced safety and increased access.

Together, these partnerships ensure a holistic, multidisciplinary approach that advances safety, promotes connectivity, and uplifts economically distressed communities while safeguarding against potential harms and ensuring long-term benefits. **Please see attachment X for letters of support and commitment.**

Supplemental Planning and Demonstration Activities



(ADD Description of Planning and demonstration Activities and how it will inform an action plan and support the identification of projects strategies)

Reduction/Elimination of Severe Injuries and Fatalities:

Low-Cost/High-Impact Strategies:

Public and Private Stakeholder Engagement:

Innovative Technology to Promote Safety:

Evidence-Based Strategies:

Evaluation and Data Collection:

Project Readiness

The City is fully prepared to begin implementation of Toward Vision Zero Huntsville immediately upon award. All necessary pre-award steps have been completed, including planning, stakeholder engagement, and preliminary environmental review processes. The design of the PARC bridge is approximately 60% complete, and the final design plans are expected to be completed by the end of this year or early next year. The City competitively selected the engineering firm Wood to complete the final design and engineering for the project. The City has the internal capacity, established partnerships, and administrative structure in place to manage the project efficiently. Upon award, the City is ready to move forward without delay.

Local, State, and Federal Requirements: Toward Vision One Huntsville will be implemented in full compliance with all applicable local, state, and federal laws and regulations. The project will adhere to the National Environmental Policy Act (NEPA), Title VI of the Civil Rights Act, the Americans with Disabilities Act (ADA), and other applicable mandates, including Buy America provisions, Davis-Bacon wage requirements, and Build America, Buy America (BABA) guidelines. It will also follow applicable design and safety standards outlined in the Manual on Uniform Traffic Control Devices (MUTCD) and AASHTO guidelines. At the state level, the project will comply with the Alabama Department of Transportation (ALDOT) standards and permitting processes, as well as state public works laws, and any required coordination with



utilities or railroads. Locally, the city will adhere to all municipal codes, permitting procedures, and right-of-way requirements while coordinating closely with the Huntsville Area Metropolitan Planning Organization (MPO) to ensure the project aligns with regional transportation plans. Additionally, the city will maintain interagency coordination and public engagement throughout the project to ensure all SS4A safety, reporting, and implementation requirements are met.

The Pedestrian Access and Redevelopment Corridor (PARC) project (which includes the PARC bridge) is listed in the Huntsville MPO [2024-2027 Transportation Improvement Program](#) (Pg. 86). It is also listed in the Alabama [State Transportation Improvement Program](#) (Pg. 14). Additionally, the PARC project is listed within the MPO's Plan as a Visionary Project. It will quickly be listed as a Financially Constrained Project once a notice of grant award is issued.

The proposed improvements will be submitted to the Federal Highway Administration (FHWA) for completion of the National Environmental Policy Act (NEPA) process. The City has contacted State and Federal agencies to update and validate the 2003 Environmental Assessment (EA) Finding of No Significant Impact (FONSI) prepared by the USACE Nashville District to support the same general project area. The City and consulting engineers working on this project anticipate the issuance of a Categorical Exclusion (CE) or Finding of No Significant Impact (FONSI), as the project components are expected to neither individually nor cumulatively have significant environmental impacts. It is assumed that project coordination and potential permitting may be necessary with the U.S. Army Corps of Engineers (USACE)/Alabama Department of Environmental Management (ADEM) 404 and 401, and the Alabama Department of Transportation (DOT). Due to the anticipated construction of retaining walls and the bridge and the removal of concrete from the existing channel, a USACE permit is expected. Additionally, coordination and permitting with the Alabama Department of Transportation (ALDOT) will likely be required, as the pedestrian bridge crosses over US 431/US 231 and Governor's Drive. Alabama DOT is an endorsing applicant for this project and supports working with the City to implement the project (Attachment XX). Application for necessary permits will be pursued upon Final Design. The City has secured commitments for the majority of the right-of-way (ROW) necessary to support the PARC project and anticipates finalizing a few remaining small parcels during the final design phase. Importantly, no permanent residential displacement will result from ROW acquisition. The City already owns most of the land needed for implementation and is refining the design to further reduce ROW impacts. While some minor easements or additional ROW may still be required, previous outreach and engagement efforts indicate that affected property owners are generally supportive. ROW acquisition is expected to be completed by Month XX. Notably, the current bridge design does not require any additional ROW.

The City expects to bid out the construction for the proposed project starting in Month X. Construction procurement will be performed in accordance with federal Buy America and other purchasing requirements. A contract is anticipated to be awarded in Month X. Construction is expected to take approximately 38 months.

Activity Schedule and Project Start Date: The proposed project is well-planned and can meet all pre-construction activities in advance of the established obligation deadline. The following table outlines Toward Vision Zero Huntsville's key project milestones.



(Jo Beth, please make sure to include any relevant activities in the schedule related to the ITS technology. For example, will there be any NEPA approval needed for the Meridian activities?)

Task	Estimated Start Date	Estimated Completion Date
Announcement of Award	TBD	
Obligation of Award	Within 12 months of the Award Announcement	
Community Outreach and Community Involvement		
Risk and Mitigation Review	Months 4 and 9 Annually	
NEPA and ADEM Environmental Review		
Third Party Agreements (utilities, right-of-way acquisition/disposition, etc.)	January 2023	June 2024
Permitting		
Design- 100% Design Plans, Specifications, and Estimates. Completion of Construction Documents/Final of PARC Bridge	Underway	December 2023
All Planning Activities Complete		
Procurement Bid/Construction Contract Award	July 2024	September 2024
Utility Relocation		
PARC Bridge Construction	October 2024	December 2027
Project Complete		
Programmatic Elements	Estimated Start Date	Estimated Completion Date
PARC Bridge		
Citywide Safe Routes to Schools		
Meridian ITS Demonstration		

Figure 6 Activity Schedule

There is a negligible risk associated with implementing and producing bid documents for this project. The local match is secured, and there are no other financial partners. The proposed project has secured commitments for major portions of the right-of-way, with a few small parcels that will be finalized during the design phase. Through an active community engagement and outreach process, all property owners who may be impacted by this project are aware and supportive of its implementation. All proposed infrastructure improvements will use standard materials. No procurement or approval risks were identified during the planning phase.



TOWARD VISION ZERO HUNTSVILLE
Application for FY 2025 Safe Streets and Roads for All

References

-
- i <https://data.census.gov/table?q=alabama+population&g=160XX00US0137000>
- ii <https://millcreekchoice.com/2022/02/18/check-out-the-final-version-of-the-mill-creek-creek-choice-neighborhoods-plan/>
- iii Ibid
- iv <https://www.nhtsa.gov/crash-data-systems/fatality-analysis-reporting-system>
- v <https://crashstats.nhtsa.dot.gov/Api/Public/ViewPublication/813627>
- vi <https://www.nhtsa.gov/crash-data-systems/fatality-analysis-reporting-system>
- vii <https://documentcloud.adobe.com/spodintegration/index.html>
- viii <https://aldotgis.dot.state.al.us/TDMPublic/>
- ix <https://acrobat.adobe.com/link/review?uri=urn%3Aaaid%3Aascds%3AUS%3A12e7e007-9c2a-3056-aac3-014b97fb8c68>
- x Ibid
- xi <https://wagner.nyu.edu/files/faculty/publications/JobAccessNov2015.pdf>
- xii https://www.seattle.gov/documents/Departments/SDOT/BoardsCommittees/LOC/04052022_Cost%20Effective%20Approaches%20Case%20Study_LOC.pdf
- xiii <https://highways.dot.gov/safety/proven-safety-countermeasures/crosswalk-visibility-enhancements#psc-footnote>
- xiv <https://documentcloud.adobe.com/spodintegration/index.html>



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: 2025-497

Department: Public Works

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Memorandum of Agreement between the City of Huntsville, Alabama and Madison County, Alabama for the paving of Old Big Cove Road between Sutton Road and Taylor Road .

Type of Document: Resolution No.

Finance Information:

Account Number: 3020-55-00000-516020-00000000

City Cost Amount: \$103,250.47

Total Cost: \$103,250.47

Special Circumstances:

Grant Funded: \$

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

Resolution #: Click or tap here to enter text.

Location: (list below)

Address:

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

Additional Comments:



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: TMP-5562

Department: Public Works

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Memorandum of Agreement between the City of Huntsville, Alabama and Madison County, Alabama for the paving of Old Big Cove Road between Sutton Road and Taylor Road .

Type of Document: Resolution No.

Finance Information:

Account Number: 3020-55-00000-516020-00000000

City Cost Amount: \$103,250.47

Total Cost: \$103,250.47

Special Circumstances:

Grant Funded: \$

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

Resolution #: Click or tap here to enter text.

Location: (list below)

Address:

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

Additional Comments:

RESOLUTION NO. 25-

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 Agreement, by and between the City of Huntsville, a municipal corporation in the State of Alabama, and Madison County, Alabama, which said Agreement is substantially in words and figures as that certain document attached hereto and identified as "Memorandum of Agreement between the City of Huntsville, Alabama and Madison County, Alabama for the paving of Old Big Cove Road between Sutton Road and Taylor Road," consisting of one (1) page, and the date of June 12, 2025, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 12th day of June, 2025.

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

APPROVED this the 12th day of June, 2025.

Mayor of the City of Huntsville,
Alabama

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (the “Agreement”) is made and entered into by and between the CITY OF HUNTSVILLE, an Alabama municipal corporation (the “City”) and MADISON COUNTY, ALABAMA, a political subdivision of the State of Alabama (the “County”). This Agreement is effective as of the 19th day of May, 2025.

WHEREAS, the County intends to repave three sections of roadway (hereinafter collectively referred to as the “Project”) and

WHEREAS, the Project consists of the paving the following: Old Big Cove Road from Sutton Road to Taylor Road.

WHEREAS, the City and the County have a mutual interest in the Project; and

WHEREAS, the City will contribute financially to the Project.

NOW THEREFORE, the City and County mutually desire to set forth their understanding and agreement as set forth herein:

- 1) The County will begin the Project immediately and will be responsible for the design and construction of the paving and other improvements. Upon completion of construction the County will notify the City of a final inspection for the City’s acceptance of improvements within the City limits. The County will provide the City with a one (1) years warranty for all improvements made within the city limits.
- 2) The County will procure all working materials necessary for said construction in accordance with the Alabama Competitive Bid laws
- 3) The City will contribute ONE HUNDRED THREE THOUSAND, TWO HUNDRED FIFTY DOLLARS AND 47/100 (\$103,250.47) towards the Project in the form of one lump sum payment upon the City’s final inspection. After the receipt of said payment by the County, the City shall have no other obligation regarding the portions of the PROJECT that are within unincorporated Madison County.
- 4) The City grants the County full use and access to all ROW within its City limits necessary for the completion of the Project.

THE CITY OF HUNTSVILLE

MADISON COUNTY, ALBAMA

BY: _____
ITS: _____

Mac McCutcheon, Chairman
Madison Couty Commission



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: 2025-498

Department: Public Works

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Contract with Whitworth Concrete Works, for the City of Huntsville Streets Concrete and ADA Upgrades-2025, Phase 2

Resolution No.

Finance Information:

Account Number: 3020-55-00000-516020-00000000

City Cost Amount: \$1,561,600.00

Total Cost: \$

Special Circumstances:

Grant Funded: \$

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: Various locations throughout the City

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

Additional Comments:



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: TMP-5568

Department: Public Works

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an agreement with Whitworth Concrete Works, for the City of Huntsville Streets Concrete and ADA Upgrades-2025, Phase 2

Resolution No.

Finance Information:

Account Number: 3020-55-00000-516020-000000000

City Cost Amount: \$1,561,600.00

Total Cost: \$

Special Circumstances:

Grant Funded: \$

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: Various locations throughout the City

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

Additional Comments:

RESOLUTION NO. 25-

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 Whitworth Concrete Works, in the amount of ONE MILLION FIVE HUNDRED SIXTY-ONE SIX HUNDRED AND 11/100 DOLLARS(\$1, 561,600.00), for the City of Huntsville Streets Concrete and ADA Upgrades-2025 Phase 2 project, in Huntsville, 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 Whitworth Concrete Works, for City of Huntsville Streets Concrete and ADA Upgrades-2025 Phase 2” consisting of a total of one (1) page plus twenty-two (22) 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 #45-2025-55 issued May 5, 2025, Pre-Bid Meeting Minutes, all addenda, E-Verify MOUW, Alabama Secretary of State registration, and the date of June 12, 2025, 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 12th day of June, 2025.

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

APPROVED this the 12th day of June, 2025

Mayor of the City of Huntsville,
Alabama



Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: PROCUREMENT SERVICES **DATE:** 05/22/2025
FROM: CHRIS MCNEESE **DEPT:** PUBLIC WORKS SERVICES
BID #: 45-2025-55 **COMMODITY/SERVICE:** COH Streets & ADA Upgrades FY25

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Whitworth Concrete Works

RECOMMENDATION: It is recommended that Whitworth Concrete Works, be awarded the bid for the City of Huntsville Streets Concrete & ADA Upgrades, FY25, PH2, as they were the lowest bidder.

DESCRIPTION	PRICE	UOM	COMMENT
Refer to Attached Appendix "C" Supplement			
Schedule of Bid Quantities			

INITIAL PURCHASE: \$1,561,600.00
FUNDING SOURCE: 3020-55-00000-516020-000000
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.

Christopher McNeese
Digitally signed by Christopher McNeese
Date: 2025.05.22 13:13:24 -05'00'

Department Head

Date

Tamara M Yancy
Digitally signed by Tamara M Yancy
Date: 2025.05.22 16:30:13 -05'00'

5.22.2025

Procurement Manager

Date

Email completed form to Procurement@huntsvilleal.gov

CONTRACT BETWEEN THE CITY OF HUNTSVILLE

AND

WHITWORTH CONCRETE WORKS, LLC

FOR

CITY OF HUNTSVILLE STREETS CONCRETE & ADA UPGRADES FY2025 PHASE 2

45-2025-55

**STATE OF ALABAMA}
MADISON COUNTY}**

THIS CONTRACT, made and entered into this the 12th day of June, 2025 between the CITY OF HUNTSVILLE, ALABAMA a Municipal Corporation, sometimes referred to herein as ‘City’ and WHITWORTH CONCRETE WORKS, LLC, sometimes referred to herein as “Contractor”.

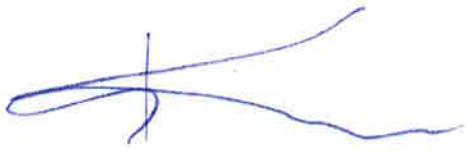
-WITNESSETH-

WHEREAS, the City desires to install, construct or make certain improvements known as the City of Huntsville Streets Concrete and ADA Upgrades FY2025 Phase 2 Project in the City of Huntsville, Madison County, Alabama, all in accordance with the 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, and general requirements are made a part of this contract, and

NOW THEREFORE, it is agreed that the Contract promises and agrees to make such improvements for the party of the first part for the consideration 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 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.

I affirm that I understand and agree that any form of electronic signature, including but not limited to, signatures via facsimile, scanning, or electronic email may be substitute for the original signature.

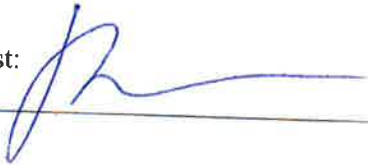


Whitworth Concrete Works, LLC

Tommy Battle, Mayor

Shaundrika Edwards, City Clerk

Attest:



City Council President

Date



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

Whitworth Concrete Works, LLC _____ in the approximate
(Vendor/Contractor Name)
amount of \$1,561,600.00 for COH Streets Concrete & ADA Upgrades FY25 Phase 2
(Contract Amount) (Project Name)
to be awarded June 12, 2025
(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: **Rachel Biggs** Digitally signed by Rachel Biggs
Date: 2025.05.23 15:08:42 -05'00'
Rachel Biggs, MAcc, CPA

ITS: Deputy Finance Director

Date: May 23, 2025

APPENDIX B BID PROPOSAL

TO: THE CITY OF HUNTSVILLE
Procurement Services Division
305 Fountain Circle – 3rd Floor
Huntsville, Alabama 35801

PROPOSAL OF: Whitworth Concrete Works, LLC.
(NAME)
515 Saint Clair Lane Huntsville, AL 35811
(ADDRESS)

TO MAKE CERTAIN IMPROVEMENTS ENTITLED:

City of Huntsville Streets Concrete & ADA Upgrades FY2025 Phase 2

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 thumb/flash drive format) of their choice which **must** be submitted, **in digital format ONLY**, with the 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 Excel schedule in any manner.

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 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. I affirm that I understand and 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


Signature of the Proposer

Kevin Whitworth, owner
Whitworth Concrete Works, LLC,
Print or Type Name of Proposer

5/14/25
Date

Addendum No.	Date Received
1	5/14/25
2	5/14/25
3	5/14/25

Whitworth Concrete Works, LLC.
Legal Name of Firm

515 Saint Clair Lane
Mailing Address

Huntsville, AL, 35811
City, State, Zip Code

256-714-7755
Phone and Fax

whitworth17@yahoo.com
Email Address

Website Address

**APPENDIX C
BIDDER PRICING FORM – BID QUANTITIES**

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 A-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.

ONLY a digital/electronic copy of 'Appendix C Supplement – Schedule of Bid Quantities', must be submitted as part of the bid packet. The digital/electronic copy shall be submitted on a thumb/flash drive in the Excel format made available for download from the bid solicitation platform, Bidnet Direct, at <https://www.bidnetdirect.com/alabama/cityofhuntsville>. The thumb/flash drive must be in working condition and included with original bid packet and reflect the correct revision. The bid must be submitted from the file provided and downloaded from the City of Huntsville's Bidnet Direct 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 file in any manner. If a price discrepancy between the total base bid price detailed below and the total Appendix C Supplement – Schedule of Bid Quantities, then unit prices detailed on Appendix C Supplement – Schedule of Bid Quantities shall prevail.

**Total Base Bid (Inclusive of ALL Streets Listed on
Appendix C Supplement – Schedule of Bid Quantities)**

\$ 1,561,600.00

Attached Excel Spreadsheet titled 'Appendix C Supplement – Schedule of Bid Quantities' must be completed and returned, in digital format, with bid proposal packet.

I attest by signing this form that I have completed the required Appendix C Supplement – Schedule of Bid Quantities and understand that total bid pricing detailed above reflects the cumulative total of the pricing detailed on schedule. I understand the Appendix C Supplement – Schedule of Bid Quantities is hereby made part of the bid proposal and subsequent contract.

This Price Bid Form is hereby submitted by the undersigned. I affirm that I understand and 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.

Signature of the Proposer

Kevin Whitworth, Owner
Whitworth Concrete Works, LLC.

Print or Type Name of Proposer

5/14/25

Date

Whitworth Concrete Works, LLC.
Legal Name of Firm

515 Saint Clair Lane
Mailing Address

Huntsville, AL, 35811
City, State, Zip Code

whitworth17@yahoo.com
Email Address

APPENDIX C Supplement Schedule of Bid Quantities					
City of Huntsville Steets Concrete and ADA Upgrades-2025 Phase 2					
Project #45-2025-55					
Issued: May 7, 025					
Submit in Digital Format ONLY					
UNIT BID SHEET					
	Concrete will be considered finished and payable upon restoration of the site to like conditions.	Millings will not be acceptable as a backfill if the road surface is disturbed. The contractor must use flowable fill, cold, or hot asphalt mix. The backfill must be maintained throughout the duration of the contract.			
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
1	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	3085	SY	150	\$462,750.00
2	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	5020	LF	60	\$301,200.00
3	Remove and Replace Concrete Crossdrain (MEET ADA COMPLIANCE)	130	SY	140	\$18,200.00
4	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	11060	LF	55	\$608,300.00
5	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	27	EA	1550	\$41,850.00
6	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1A Parallel Corner (ALDOT Drawing SW-618 Index #735)	10	EA	1750	\$17,500.00
7	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY2 Parallel Midblock (ALDOT Drawing SW-618 Index #736)	9	EA	1950	\$17,550.00
8	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY2A Parallel Midblock (ALDOT Drawing SW-618 Index #736)	2	EA	1950	\$3,900.00
9	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY2 Blended Corner (ALDOT Drawing SW-618 Index #735)	2	EA	1950	\$3,900.00
10	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Perpendicular Midblock (ALDOT Drawing SW-618 Index #735)	5	EA	1950	\$9,750.00
11	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY3 Combination Midblock (ALDOT Drawing SW-618 Index #736)	44	EA	1550	\$68,200.00
TOTAL ITEMS 1-13					\$1,553,100.00

APPENDIX C Supplement Schedule of Bid Quantities					
City of Huntsville Steets Concrete and ADA Upgrades-2025 Phase 2					
Project #45-2025-55					
Issued: May 7, 025					
Submit in Digital Format ONLY					
UNIT BID SHEET					
	Concrete will be considered finished and payable upon restoration of the site to like conditions.		Millings will not be acceptable as a backfill if the road surface is disturbed. The contractor must use flowable fill, cold, or hot asphalt mix. The backfill must be maintained throughout the duration of the contract.		
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
ADDITIONAL ITEMS					
12	Mobilization	1	LS	6000	\$6,000.00
13	Inlet Tops (S-Type)	5	EA	500	\$2,500.00
TOTAL ADDITIONAL ITEMS					\$8,500.00
TOTAL BASE BID					\$1,561,600.00
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 NAME: Whitworth Concrete Works, LLC.					
AUTHORIZED REPRESENTATIVE NAME: Kevin Whitworth, Owner					
COMPLETION DATE: 5/14/2025					

APPENDIX F
REFERENCES OF SIMILAR PROJECTS

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. The contract amount of the project shall also be stated:

1. Lowe Avenue Streetscape

Grayson Carter & Son Contracting, Inc.
146 Roy Long Rd.
Athens, AL 35613
Zack Henry - 256-497-7438 Contract amount: \$431,465.94

2. Pratt Avenue Streetscape Improvements

Grayson Carter & Son Contracting, Inc.
146 Roy Long Rd
Athens, AL 35613
Zack Henry - 256-497-7438 Contract amount: \$117,934.00

3. Wynn Drive Redstone Federal Credit Union Headquarters Renovation

Redstone Federal Credit Union dba RS Alliance Group, LLC.
220 Wynn Drive
Huntsville, AL 35893
Eric Norris - 256-722-4851 Contract amount: \$67,800.

4. Various Streets FY2024 Phase 1

City of Huntsville dba Wiregrass Construction Co/ SJ&L General Contractor
P.O. Drawer 929
Dothan, AL 36302
Josh Chandler - 256-759-2532 Contract amount: \$2,715,401.50

5. Huntsville Resurfacing 2024 Phase 2

City of Huntsville dba Grayson Carter & Son Contracting, Inc.
146 Roy Long Rd.
Athens, AL 35613
Zack Henry - 256-497-7438 Contract amount: \$2,044,409.50

APPENDIX G
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

Name of Proposer (exactly as it would appear on an agreement):

Whitworth Concrete Works, LLC.

Doing-Business-As Name of Proposer:

Principal Office Address:

515 Saint Clair Lane
Huntsville, AL
35811

Telephone Number:

256-714-7755

Fax Number:

Form of Business Entity [check one ("X")]

Corporation

Partnership

Individual

Joint Venture

Other (describe):

X

Corporation Statement

If a corporation, answer the following:

Date of incorporation:

2011

Location of incorporation:

Huntsville, AL

The corporation is held:

Publicly ☐ Privately ☐

Names and titles of corporate officers:

Kenn Whitworth, Owner

Brandy Whitworth, Owner

Partnership Statement

If a partnership, answer the following:

Date of organization: 2011
Location of organization: Huntsville, AL
The partnership is: General ☐ Limited ☒

Name, address, and ownership share of each general partner owning more than five percent (5%) of the partnership:

Kevin Whitworth, Owner 50%.
515 Saint Clair Lane, Huntsville, AL, 35811
Brandy Whitworth, Owner 50%.
515 Saint Clair Lane, Huntsville, AL, 35811

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 ☒
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

Whitworth Concrete Works, 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.

By signing this submittal, the Bidder understands that this project is subject to Alabama Department of Transportation Alabama Standards Specifications, 2022 Editions, Section 600, Subitem 106.01(a)2a:

Any contractor for a public works project, financed entirely by the State of Alabama or any political subdivision thereof, within this state, shall use iron or steel produced within the United States when specifications in the construction contract require the use of iron or steel and do not limit its supply to a sole source under subsection (f) of Section 39-2-2. If the awarding authority decides that the procurement of domestic iron or steel products becomes impractical as a result of a national emergency, national strike or other cause, the awarding authority shall waive the above restriction. (b) In the event the contractor violates the domestic iron or steel requirements of subsection (a), and domestic iron or steel is not used, there shall be a downward adjustment in the contract price equal to any realized savings or benefits to the contractor.

I affirm that I understand and agrees 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.



Signature of Proposer

Kevin Whitworth, owner
Whitworth Concrete Works, LLC.
Print or Type Name of Proposer

5/14/25

Date

Whitworth Concrete Works, LLC.
Legal Name of Firm

515 Saint Clair
Mailing Address

Huntsville, AL, 35811
City State Zip Code

256-714-7755
Phone

Fax

whitworth17@yahoo.com
Email Address

Website Address



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/20/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Fountain, Parker, Harbarger & Associates, LLC
201 Washington Street NE
Huntsville AL 35801

CONTACT NAME: Cindy White

PHONE (A/C, No, Ext): 256-428-1013

FAX (A/C, No): 256-428-1113

E-MAIL ADDRESS: CiWhite@higginbotham.net

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Owners

32700

INSURER B : Auto Owners Insurance

18988

INSURER C : Progressive Specialty Insurance Co

32786

INSURER D : CompTrust AGC Fund

INSURER E :

INSURER F :

License#: 0079647
WHITCON-01

INSURED
Whitworth Concrete Works LLC
515 Saint Clair Lane
Huntsville AL 35811

COVERAGES

CERTIFICATE NUMBER: 1625693544

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			38-328287	10/28/2024	10/28/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			05900273	2/7/2025	2/7/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			4999041101	7/19/2024	7/19/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A		NA201-2025-AL	2/5/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Compensation is subject to the provisions of the Alabama Worker's Compensation Law.

A thirty day notice of cancellation endorsement has been requested to general liability carrier, form number TBD.

CERTIFICATE HOLDER**CANCELLATION**

City Of Huntsville
Procurement Services Division
P.O. Box 308
Huntsville AL 35804

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Whitworth Concrete Works, LLC	
Entity ID Number	000-024-365
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Madison County
Formation Date	08/31/2011
Registered Agent Name	KEVIN WHITWORTH
Registered Office Street Address	515 ST. CLAIR LANE HUNTSVILLE, AL 35811
Registered Office Mailing Address	515 ST. CLAIR LANE HUNTSVILLE, AL 35811
Nature of Business	CONCRETE FINISHING & GRADE WORK
Organizers	
Organizer Name	WHITWORTH, KEVIN
Organizer Street Address	1936 WINCHESTER RD HUNTSVILLE, AL 35811
Organizer Mailing Address	1936 WINCHESTER RD HUNTSVILLE, AL 35811
Organizer Name	WHITWORTH, BRANDY
Organizer Street Address	1936 WINCHESTER RD HUNTSVILLE, AL 35811
Organizer Mailing Address	1936 WINCHESTER RD HUNTSVILLE, AL 35811
Annual Reports	
Report Year	2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023
Transactions	
Transaction Date	01/10/2025
Agent Mailing Address Changed From	WHITWORTH, KEVIN 1936 WINCHESTER RD HUNTSVILLE, AL 35811
Transaction Date	01/10/2025
Registered Agent Changed From	WHITWORTH, KEVIN 1936 WINCHESTER RD HUNTSVILLE, AL 35811
Scanned Documents	
Document Date / Type / Pages	09/06/2011 Certificate of Formation 3 pgs.
Document Date / Type / Pages	01/10/2025 Registered Agent Change 3 pgs.



Company ID Number: 1699458

Approved by:

Employer Whitworth Concrete Works, LLC.	
Name (Please Type or Print) Brandy N Whitworth	Title
Signature Electronically Signed	Date 06/02/2021
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 06/02/2021



Company ID Number: 1699458

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Whitworth Concrete Works, LLC.
Company Facility Address	515 Saint Clair Lane Huntsville, AL 35811
Company Alternate Address	515 Saint Clair Lane Huntsville, AL 35811
County or Parish	MADISON
Employer Identification Number	453138419
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1 site(s)



Company ID Number: 1699458



Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL	1
----	---



Company ID Number: 1699458

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

Name Garrett R Whitworth
Phone Number 2566843663
Fax
Email ggarrett.whitworth@icloud.com

Name Kevin R Whitworth
Phone Number 2567147755
Fax
Email whitworth17@yahoo.com

Name Brandv N Whitworth
Phone Number 2566048887
Fax
Email whitworth17@yahoo.com



Company ID Number: 1699458



This list represents the first 20 Program Administrators listed for this company.

BID LIMIT:
U
UNLIMITED
AMOUNT:

STATE OF ALABAMA



LICENSE NO.: 60625
TYPE: NEW

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

WHITWORTH CONCRETE WORKS LLC

HUNTSVILLE, AL 35811

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

MU-S: CONCRETE

until **July 31, 2025** when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

2nd day of **May, 2025**

SECRETARY-TREASURER

Michael B. Ten

CHAIRMAN

Charles A. Carole Jr.

216428



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: 2025-499

Department: Public Works

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Contract with Lambert Contracting, for the City of Huntsville Streets Concrete and ADA Upgrades-2025, Phase 3

Resolution No.

Finance Information:

Account Number: 3020-55-00000-516020-00000000

City Cost Amount: \$1,748,733.00

Total Cost: \$

Special Circumstances:

Grant Funded: \$

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: Various locations throughout the City

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

Additional Comments:



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: TMP-5569

Department: Public Works

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an agreement with Lambert Contracting, for the City of Huntsville Streets Concrete and ADA Upgrades-2025, Phase 3

Resolution No.

Finance Information:

Account Number: 3020-55-00000-516020-000000000

City Cost Amount: \$1,748,733.00

Total Cost: \$

Special Circumstances:

Grant Funded: \$

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: Various locations throughout the City

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

Additional Comments:

RESOLUTION NO. 25-

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, in the amount of ONE MILLION SEVEN HUNDRED FORTY-EIGHT SEVEN HUNDRED THIRTY-THREE AND 00/100 DOLLARS (\$1,748,733.00), for the City of Huntsville Streets Concrete and ADA Upgrades-2025 Phase 3 project, in Huntsville, Alabama, which said Agreement is substantially in words and figures similar to the document attached hereto and identified as “Contract between the City of Huntsville and Lambert Contracting, for City of Huntsville Steets Concrete and ADA Updgrade-2025 Phase 3” consisting of a total of one (1) page plus twenty-two (22) 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 outline in IFB #47-2025-55 issued May 5, 2025, Pre-Bid Meeting Minutes, all addenda, E-Verify MOUW, Alabama Secretary of State registration, and the date of June 12, 2025, 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 12th day of June, 2025.

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

APPROVED this the 12th day of June, 2025.

Mayor of the City of Huntsville,
Alabama



HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: PROCUREMENT SERVICES DATE: 05/23/2025
FROM: CHRIS MCNEESE DEPT: PUBLIC WORKS SERVICES
BID #: 47-2025-55 COMMODITY/SERVICE: COH STREETS & ADA UPGRADE

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Lambert Contracting

RECOMMENDATION: It is recommended that Lambert Contracting be awarded the bid for the City of Huntsville Streets Concrete & ADA Upgrades, FY25, PH3, as they were the lowest bidder.

DESCRIPTION	PRICE	UOM	COMMENT
Refer to Attached Appendix "C" Supplement			
Schedule of Bid Quantities			

INITIAL PURCHASE: \$1,748,733.00

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.

Christopher McNeese Digitally signed by Christopher McNeese
Date: 2025.05.23 07:59:30 -05'00'

Department Head

Date

Tamara M Yancy Digitally signed by Tamara M Yancy
Date: 2025.05.23 08:58:20 -05'00'

5.23.2025

Procurement Manager

Date

Email completed form to Procurement@huntsvilleal.gov

CONTRACT BETWEEN THE CITY OF HUNTSVILLE

AND

LAMBERT CONTRACTING, LLC

FOR

CITY OF HUNTSVILLE STREETS CONCRETE & ADA UPGRADES FY2025 PHASE 3

47-2025-55

**STATE OF ALABAMA}
MADISON COUNTY}**

THIS CONTRACT, made and entered into this the 12th day of June, 2025 between the CITY OF HUNTSVILLE, ALABAMA a Municipal Corporation, sometimes referred to herein as 'City' and LAMBERT CONTRACTING, LLC, sometimes referred to herein as "Contractor".

-WITNESSETH-

WHEREAS, the City desires to install, construct or make certain improvements known as the City of Huntsville Streets Concrete and ADA Upgrades FY2025 Phase 3 Project in the City of Huntsville, Madison County, Alabama, all in accordance with the 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, and general requirements are made a part of this contract, and

NOW THEREFORE, it is agreed that the Contract promises and agrees to make such improvements for the party of the first part for the consideration 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 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.

I affirm that I understand and agree that any form of electronic signature, including but not limited to, signatures via facsimile, scanning, or electronic email may be substitute for the original signature.

Clyde E. Lambert

Lambert Contracting, LLC

Tommy Battle, Mayor

Shaundrika Edwards, City Clerk

Attest:

Brittany Lambert

City Council President

Date



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

Lambert Contracting, LLC _____ in the approximate
(Vendor/Contractor Name)

amount of \$1,748,733.00 for City of Huntsville Streets Concrete & ADA Upgrades FY25 P3
(Contract Amount) (Project Name)

to be awarded June 12, 2025
(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: **Rachel Biggs** Digitally signed by Rachel Biggs
Date: 2025.05.23 15:03:49 -05'00'
Rachel Biggs, MAcc, CPA

ITS: Deputy Finance Director

Date: May 23, 2025

**APPENDIX B
BID PROPOSAL**

TO: THE CITY OF HUNTSVILLE
Procurement Services Division
305 Fountain Circle – 3rd Floor
Huntsville, Alabama 35801

PROPOSAL OF:

Lambert Contracting LLC
(NAME)
PO Box 464, Hollywood, AL 35752
(ADDRESS)

TO MAKE CERTAIN IMPROVEMENTS ENTITLED:

City of Huntsville Streets Concrete & ADA Upgrades FY2025 Phase 3

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 thumb/flash drive format) of their choice which **must** be submitted, **in digital format ONLY**, with the 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 Excel schedule in any manner.

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 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. I affirm that I understand and 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

Cody E. Lambert
Signature of the Proposer

Cody E. Lambert
Print or Type Name of Proposer

5-20-25
Date

Addendum No.	Date Received
1	5-14-25

Lambert Contracting LLC
Legal Name of Firm

Po Box 464
Mailing Address

Hollywood, AL 35752
City, State, Zip Code

256-594-6850
Phone and Fax

office @ lambert - contracting . com
Email Address

Lambert - contracting . com
Website Address

**APPENDIX C
BIDDER PRICING FORM – BID QUANTITIES**

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 A-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.

ONLY a digital/electronic copy of 'Appendix C Supplement – Schedule of Bid Quantities', must be submitted as part of the bid packet. The digital/electronic copy shall be submitted on a thumb/flash drive in the Excel format made available for download from the bid solicitation platform, Bidnet Direct, at <https://www.bidnetdirect.com/alabama/cityofhuntsville>. The thumb/flash drive must be in working condition and included with original bid packet and reflect the correct revision. The bid must be submitted from the file provided and downloaded from the City of Huntsville's Bidnet Direct 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 file in any manner. If a price discrepancy between the total base bid price detailed below and the total Appendix C Supplement – Schedule of Bid Quantities, then unit prices detailed on Appendix C Supplement – Schedule of Bid Quantities shall prevail.

**Total Base Bid (Inclusive of ALL Streets Listed on
Appendix C Supplement – Schedule of Bid Quantities)**

\$ 1,748,733⁰⁰
CL

Attached Excel Spreadsheet titled 'Appendix C Supplement – Schedule of Bid Quantities' must be completed and returned, in digital format, with bid proposal packet.

I attest by signing this form that I have completed the required Appendix C Supplement – Schedule of Bid Quantities and understand that total bid pricing detailed above reflects the cumulative total of the pricing detailed on schedule. I understand the Appendix C Supplement – Schedule of Bid Quantities is hereby made part of the bid proposal and subsequent contract.

This Price Bid Form is hereby submitted by the undersigned. I affirm that I understand and 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.

Cody E. Lambert
Signature of the Proposer

Cody E. Lambert
Print or Type Name of Proposer

5-20-25
Date

Lambert Contracting LLC
Legal Name of Firm

PO Box 464
Mailing Address

Hollywood, AL 35752
City, State, Zip Code

office@lambert-contracting.com
Email Address

APPENDIX C Supplement Schedule of Bid Quantities					
City of Huntsville Steets - Concrete and ADA Upgrades-2025 Phase 3					
Project #47-2025-55					
Issued: May7, 2025					
Submit in Digital Format ONLY					
UNIT BID SHEET					
	Concrete will be considered finished and payable upon restoration of the site to like conditions.	Millings will not be acceptable as a backfill if the road surface is disturbed. The contractor must use flowable fill, cold, or hot asphalt mix. The backfill must be maintained throughout the duration of the contract.			
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
1	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	4073	SY	\$ 126.00	\$513,198.00
2	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	3825	LF	\$ 80.00	\$306,000.00
3	Remove and Replace Concrete Crossdrain (MEET ADA COMPLIANCE)	109	SY	\$ 300.00	\$32,700.00
4	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	13970	LF	\$ 38.00	\$530,860.00
5	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	56	EA	\$ 2,500.00	\$140,000.00
6	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1A Parallel Corner (ALDOT Drawing SW-618 Index #735)	17	EA	\$ 2,550.00	\$43,350.00
7	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY2 Parallel Midblock (ALDOT Drawing SW-618 Index #736)	2	EA	\$ 3,000.00	\$6,000.00
8	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY2A Parallel Midblock (ALDOT Drawing SW-618 Index #736)	2	EA	\$ 3,300.00	\$6,600.00
9	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY2 Blended Corner (ALDOT Drawing SW-618 Index #735)	2	EA	\$ 3,600.00	\$7,200.00
10	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Perpendicular Midblock (ALDOT Drawing SW-618 Index #735)	2	EA	\$ 2,500.00	\$5,000.00
11	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY3 Combination Midblock (ALDOT Drawing SW-618 Index #736)	31	EA	\$ 3,100.00	\$96,100.00
TOTAL ITEMS 1-13					\$1,687,008.00

CY

APPENDIX C Supplement Schedule of Bid Quantities					
City of Huntsville Steets - Concrete and ADA Upgrades-2025 Phase 3					
Project #47-2025-55					
Issued: May7, 2025					
Submit in Digital Format ONLY					
UNIT BID SHEET					
	Concrete will be considered finished and payable upon restoration of the site to like conditions.		Millings will not be acceptable as a backfill if the road surface is disturbed. The contractor must us flowable fill, cold, or hot asphalt mix. The backfill must be maintained throughout the duration of the contract.		
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
	ADDITIONAL ITEMS				
12	Mobilization	1	LS	\$ 39,000.00	\$39,000.00
13	Inlet Tops (S-Type)	5	EA	\$ 4,545.00	\$22,725.00
	TOTAL ADDITIONAL ITEMS				\$61,725.00
	TOTAL BASE BID				\$1,748,733.00
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 NAME:		Lambert Contracting LLC			
AUTHORIZED REPRESENTATIVE NAME:		Kevin Sawyer			
COMPLETION DATE:		280 calendar days			

APPENDIX F
REFERENCES OF SIMILAR PROJECTS

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. The contract amount of the project shall also be stated:

1. Apello Park, City of Huntsville
Alatasha Wright - 256-924-6566
\$8,459,111⁰⁰
2. Samora Moon Ph III - City of Huntsville
Chris O'Neil 256-520-8884
\$3,633,723⁰⁰
3. Governors Drive Median Landscaping + Pedestrian Improvements 71-22-SP27
City of Huntsville Engineering Dept.
\$1,632,000⁰⁰
4. Guntersville Park Improvements - Phase 2
city of Guntersville.
\$8,018,000⁰⁰
Contact Barge Design - Garrett Yountman 256-203-8951
5. Moccasin Falls Campground
City of Gadsden
Ted Arrington - 256-546-0248
\$12,526,000⁰⁰

APPENDIX G
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

Name of Proposer (exactly as it would appear on an agreement):

Lambert Contracting LLC

Doing-Business-As Name of Proposer:

Principal Office Address:

31303 US Hwy 72

PO Box 464

Hollywood, AL 35752

Telephone Number:

256-594-6850

Fax Number:

Form of Business Entity [check one ("X")]

Corporation

X LLC

Partnership

Individual

Joint Venture

Other (describe):

Corporation Statement

If a corporation, answer the following:

Date of incorporation:

6/2008

Location of incorporation:

AL

The corporation is held:

Publicly ___ Privately X

Names and titles of corporate officers:

Cody Lumber Member

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 ☒
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

Lambert Contracting 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.

By signing this submittal, the Bidder understands that this project is subject to Alabama Department of Transportation Alabama Standards Specifications, 2022 Editions, Section 600, Subitem 106.01(a)2a:

Any contractor for a public works project, financed entirely by the State of Alabama or any political subdivision thereof, within this state, shall use iron or steel produced within the United States when specifications in the construction contract require the use of iron or steel and do not limit its supply to a sole source under subsection (f) of Section 39-2-2. If the awarding authority decides that the procurement of domestic iron or steel products becomes impractical as a result of a national emergency, national strike or other cause, the awarding authority shall waive the above restriction. (b) In the event the contractor violates the domestic iron or steel requirements of subsection (a), and domestic iron or steel is not used, there shall be a downward adjustment in the contract price equal to any realized savings or benefits to the contractor.

I affirm that I understand and 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.

Cody E. Lambert

Signature of Proposer

Cody Lambert

Print or Type Name of Proposer

5-20-25

Date

Lambert Contracting LLC

Legal Name of Firm

PO Box 464

Mailing Address

Hollywood AL 35752

City State Zip Code

256-594-6850

Phone

Fax

office@lambert-contracting.com

Email Address

Lambert-contracting.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): Lambert Contracting LLC
- City of Huntsville current taxpayer identification number (if available): _____
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

B. Type of Ownership. Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

Type of Ownership (check appropriate box)	Entity I. D. Number & Applicable State
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input checked="" type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State: <u>26.2801829 AL</u>
<input type="checkbox"/> LLC (Multi-Member)	Number & State:
<input type="checkbox"/> Corporation	Number & State:
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

C. Entity I.D. Numbers. If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: www.sos.state.al.us/, under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

D. Formation Documents. Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, are not required unless: (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.

Signature: Cody E. Lambert Title (if applicable): Sole Member
Type or legibly write name: Cody E. Lambert Date: 5-20-25



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cobbs, Allen & Hall, Inc. 115 Office Park Drive Birmingham AL 35223	CONTACT NAME: Sarah Riley PHONE (A/C, No, Ext): 205-874-3590 FAX (A/C, No): 205-414-8105 E-MAIL ADDRESS: sriley@cacgroup.com
INSURED Lambert Contracting, LLC 31303 US HWY 72 Hollywood AL 35752-0464	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Casualty & Surety Co INSURER B: Westchester Surplus Lines Ins INSURER C: National Union Fire Insurance Company of Pittsburg INSURER D: Convex Insurance UK Limited INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 600591303**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: EBL	Y	Y	GL3823657	12/31/2024	8/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Agg \$ 1,000,000
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CA3134744	12/31/2024	8/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		Y	XSC0007241224	12/31/2024	8/1/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	WC13545919	12/31/2024	8/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A A B	Leased/Rented Equipment Scheduled Equipment Pollution Liability			QT-630-0X581938-TIL-24 QT-630-0X581938-TIL-24 G71822382 005	8/4/2024 8/4/2024 8/4/2024	8/4/2025 8/4/2025 8/4/2025	Any one Item Agreed Amt Less Ded Limit \$500,000 \$5,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Excess Liability: Carrier: Travelers Excess & Surplus Lines Co, Policy # EX-A6421998-24-NF 12/31/2024-8/1/2025, Limits: \$5,000,000 each occurrence/aggregate
Re: Sandra Moon Complex Phase III, 7901 Bailey Cove Road SE, Huntsville, AL 35802.
The City of Huntsville, its elected and appointed officials, employees, agents and specified volunteers shall be additional insured as respects General Liability (Ongoing and Completed operation) and Auto Liability as required by written contract. General Liability and Auto Liability coverages shall apply on a primary and non-contributory basis where required by written contract. Waiver of Subrogation applies in favor of additional insureds as respects General Liability, Auto Liability and Workers Comp as required by written contract and allowable by law. Excess coverage is follow form of underlying coverages subject to policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**

City of Huntsville P.O. Box 308 Huntsville, AL 35804	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Lambert Contracting LLC.	
Entity ID Number	000-421-190
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Jackson County
Formation Date	06/13/2008
Registered Agent Name	LAMBERT, CODY E
Registered Office Street Address	31303 US HWY 72 HOLLYWOOD, AL 35752
Registered Office Mailing Address	PO BOX 464 HOLLYWOOD, AL 35752
Nature of Business	FARMING/LANDSCAPING/CONSTRUCTION
Members	
Member Name	LAMBERT, CODY E
Member Street Address	Not Provided
Member Mailing Address	Not Provided
Annual Reports	
Report Year	2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2023
Transactions	
Transaction Date	01/17/2014
Legal Name Changed From	Lambert, LLC
Transaction Date	01/17/2014
Principal Office Changed From	FLAT ROCK, AL
Transaction Date	02/19/2020
Agent Mailing Address Changed From	LAMBERT, CODY E 7339 AL HWY 117 FLAT ROCK, AL 35966-4616
Transaction Date	02/19/2020
Registered Agent Changed From	LAMBERT, CODY E 7339 AL HWY 117 FLAT ROCK, AL 35966-4616
Transaction Date	03/13/2020
Agent Mailing Address Changed From	LAMBERT, CODY E 31303 US HWY 72 HOLLYWOOD, AL 35752
Scanned Documents	
Document Date / Type / Pages	06/13/2008 Certificate of Formation 1 pg.
Document Date / Type / Pages	01/21/2014 Articles of Amendment 4 pgs.

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

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

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)

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

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Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: 2025-500

Department: Public Works

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Contract with Rogers Group, for the City of Huntsville Streets Resurfacing, FY2025, Phase 2

Resolution No. 25-475

Finance Information:

Account Number: 3020-55-00000-516020-00000000

City Cost Amount: \$2,835,950.00

Total Cost: \$

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: Various locations throughout the City

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

Additional Comments:



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: TMP-5570

Department: Public Works

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an agreement with Rogers Group, for the City of Huntsville Streets Resurfacing, FY2025, Phase 2

Resolution No.

Finance Information:

Account Number: 3020-55-00000-516020-000000000

City Cost Amount: \$2,835,950.00

Total Cost: \$

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: Various locations throughout the City

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

Additional Comments:

RESOLUTON NO. 25-

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, Rogers Group, in the amount of TWO MILLION EIGHT HUNDRED THIRTY-FIVE THOUSAND NINE HUNDRED FIFTY AND 00/100 DOLLARS (\$2,835,950.00), for the City of Huntsville Streets Resurfacing, FY2025, Phase 2 project, in Huntsville, 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 Rogers Group, Inc., for the City of Huntsville Streets Resurfacing FY2025, Phase 2”, consisting of a total of one (1) page plus twenty-three (23) 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 #49-2025-55 issued May 5, 2025, Pre-Bid Meeting Minutes, all addenda, E-Verify MOUW, Alabama Secretary of State registration, and the date of June 12, 2025, 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 12th day of June, 2025.

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

APPROVED this the 12th day of June, 2025.

Mayor of the City of Huntsville,
Alabama



HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: PROCUREMENT SERVICES **DATE:** 05/23/25
FROM: CHRIS MCNEESE **DEPT:** PUBLIC WORKS SERVICES
BID #: 49-2025-55 **COMMODITY/SERVICE:** COH STREET RESURF, FY25,PH2

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Rogers Group

RECOMMENDATION: It is recommended that Rogers Group be awarded the bid for the City of Huntsville Streets Resurfacing, FY25, Phase 2

DESCRIPTION	PRICE	UOM	COMMENT
Refer to Attached Appendix "C" Supplement			
Schedule of Bid Quantities			

INITIAL PURCHASE: \$2,835,950.00
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.

Christopher McNeese
Digitally signed by Christopher McNeese
Date: 2025.05.23 12:53:35 -05'00'

Department Head

Date

Tamara M Yancy
Digitally signed by Tamara M Yancy
Date: 2025.05.23 14:05:12 -05'00'

5.23.2025

Procurement Manager

Date

Email completed form to Procurement@huntsvilleal.gov

CONTRACT BETWEEN THE CITY OF HUNTSVILLE

AND

ROGERS GROUP, INC

FOR

CITY OF HUNTSVILLE STREETS RESURFACING FY2025 PHASE 2

49-2025-55

**STATE OF ALABAMA}
MADISON COUNTY}**

THIS CONTRACT, made and entered into this the 12th day of June, 2025 between the CITY OF HUNTSVILLE, ALABAMA a Municipal Corporation, sometimes referred to herein as 'City' and ROGERS GROUP, INC., sometimes referred to herein as "Contractor".

-WITNESSETH-

WHEREAS, the City desires to install, construct or make certain improvements known as the City of Huntsville Streets Resurfacing FY2025 Phase 2 Project in the City of Huntsville, Madison County, Alabama, all in accordance with the 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, and general requirements are made a part of this contract, and

NOW THEREFORE, it is agreed that the Contract promises and agrees to make such improvements for the party of the first part for the consideration 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 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.

I affirm that I understand and agree that any form of electronic signature, including but not limited to, signatures via facsimile, scanning, or electronic email may be substitute for the original signature.

David Smith
Rogers Group, Inc. David Smith

Tommy Battle, Mayor

Shaundrika Edwards, City Clerk

Attest:
Learn Goss
LEARN GOSS

City Council President

Date



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

Rogers Group Inc _____ in the approximate
(Vendor/Contractor Name)

amount of \$2,835,950.00 for City of Huntsville Streets Resurfacing FY2025 Phase 2
(Contract Amount) (Project Name)

to be awarded June 12, 2025
(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: **Rachel Biggs** Digitally signed by Rachel Biggs
Date: 2025.05.23 14:58:25 -05'00'
Rachel Biggs, MAcc, CPA

ITS: Deputy Finance Director

Date: May 23, 2025

APPENDIX B BID PROPOSAL

TO: THE CITY OF HUNTSVILLE
Procurement Services Division
305 Fountain Circle – 3rd Floor
Huntsville, Alabama 35801

PROPOSAL OF: Rogers Group, Inc.
(NAME)
2512 Triana Blvd. SW, Huntsville AL 35805
(ADDRESS)

TO MAKE CERTAIN IMPROVEMENTS ENTITLED:

City of Huntsville Streets Resurfacing FY 2025 Phase 2

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 thumb/flash drive format) of their choice which must be submitted, **in digital format ONLY**, with the 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 Excel schedule in any manner.

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 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. I affirm that I understand and 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.


Signature of the Proposer

David South
Print or Type Name of Proposer

May 20, 2025
Date

Addendum No.	Date Received
1	5-14-25
2	5-14-25
3	5-16-25

Rogers Group, Inc.
Legal Name of Firm

2512 Triana Blvd. SW
Mailing Address

Huntsville, AL 35805
City, State, Zip Code

256-533-0505
Phone and Fax

david.south@rogersgroupinc.com
Email Address

rogersgroupincint.com
Website Address

**APPENDIX C
BIDDER PRICING FORM – BID QUANTITIES**

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 A-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.

ONLY a digital/electronic copy of 'Appendix C Supplement – Schedule of Bid Quantities', must be submitted as part of the bid packet. The digital/electronic copy shall be submitted on a thumb/flash drive in the Excel format made available for download from the bid solicitation platform, Bidnet Direct, at <https://www.bidnetdirect.com/alabama/cityofhuntsville>. The thumb/flash drive must be in working condition and included with original bid packet and reflect the correct revision. The bid must be submitted from the file provided and downloaded from the City of Huntsville's Bidnet Direct 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 file in any manner. If a price discrepancy between the total base bid price detailed below and the total Appendix C Supplement – Schedule of Bid Quantities, then unit prices detailed on Appendix C Supplement – Schedule of Bid Quantities shall prevail.

**Total Base Bid (Inclusive of ALL Streets Listed on
Appendix C Supplement – Schedule of Bid Quantities)**

\$ 2,835,950.⁰⁰

Attached Excel Spreadsheet titled 'Appendix C Supplement – Schedule of Bid Quantities' must be completed and returned, in digital format, with bid proposal packet.

I attest by signing this form that I have completed the required Appendix C Supplement – Schedule of Bid Quantities and understand that total bid pricing detailed above reflects the cumulative total of the pricing detailed on schedule. I understand the Appendix C Supplement – Schedule of Bid Quantities is hereby made part of the bid proposal and subsequent contract.

This Price Bid Form is hereby submitted by the undersigned. I affirm that I understand and 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.



Signature of the Proposer

David South

Print or Type Name of Proposer

May 20, 2025

Date

Rogers Group, Inc.

Legal Name of Firm

2512 Triana Blvd. SW

Mailing Address

Huntsville, AL 35805

City, State, Zip Code

david.south@rogersgroupinc.com

Email Address

APPENDIX C Supplement Schedule of Bid Quantities

City of Huntsville Street Resurfacing-2025 Phase 2

Project #49-2025-55

Issued: MAY 7, 0225

Submit in Digital Format ONLY

UNIT BID SHEET

All roads that are limestone will be edge lined and tie in milled.
All roads with brown mix will be completely milled. . All asphalt
will be considered complete when site is restored.

All base failures will be excavated/milled 6-8" deep
and backfilled with binder. Further subgrade work
will be determined at the time of construction by the
onsite inspector. There will be no separate pay item
for excavating the base failure to 8 inches.

ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
1	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after claening and tacking) 1-1/12" Thick	27977	TON	64	\$1,790,528.00
2	414B 1" Mix Binder (Base Failure 8") Layer in Place (15%RAP)	1575	TON	80	\$126,000.00
3	414B 1" Mix Binder (Binder Layer >8") Layer in Place (15% RAP)	25	TON	80	\$2,000.00
4	424A 1/2" Mix 4 Wearing Surface (Leveling) Layer in Place (15% RAP after cleaning and tacking)	25	TON	64	\$1,600.00
5	Milling 0-2" Total Mill	252949	SY	0.8	\$202,359.20
6	Milling 2-4" Total Mill	5,000	SY	0.8	\$4,000.00
7	Manhole Riser	162	EA	150	\$24,300.00
8	Manhole Adjustment	5	EA	400	\$2,000.00
9	Install 22' Flat Topped Speed Table	7	EA	3400	\$23,800.00
10	Speed Cushions/Removal Only	10	EA	335	\$3,350.00
11	Delineaters	11	EA	200	\$2,200.00
12	Raised Traffic Markers	1170	EA	8	\$9,360.00
13	Q Loops	2	EA	1400	\$2,800.00
14	D Loops	1	EA	1100	\$1,100.00
15	Bike Loops	1	EA	1000	\$1,000.00
16	Solid Class 2 Traffic Stripe	12.480	MI	4600	\$57,408.00
17	Broken Class 2 Traffic Stripe	1.650	MI	2900	\$4,785.00
18	Dotted Class 2 TrafficStripe	810.000	LF	3.5	\$2,835.00
19	Traffic Control Legends	617.460	SF	8	\$4,939.68
20	Traffic Control Markings	8190.000	SF	8	\$65,520.00
21	Temporary Solid Traffic Stripe	24.970	MI	1350	\$33,709.50
22	Temporary Broken Traffic Stripe	3.300	MI	1350	\$4,455.00
23	Temporary Traffic Markings	50.000	SF	4	\$200.00

APPENDIX C Supplement Schedule of Bid Quantities					
City of Huntsville Street Resurfacing-2025 Phase 2					
Project #49-2025-55					
Issued: MAY 7, 0225					
Submit in Digital Format ONLY					
UNIT BID SHEET					
<p>All roads that are limestone will be edge lined and tie in milled. All roads with brown mix will be completely milled. . All asphalt will be considered complete when site is restored.</p>		<p>All base failures will be excavated/milled 6-8" deep and backfilled with binder. Further subgrade work will be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure to 8 inches.</p>			
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
24	Temporary Traffic Legends	50.000	SF	4	\$200.00
25	SpecialtyTraffic Control Markings ALDOT Index #70301,70302,70308,70311 (COLOR)	50.000	SF	50	\$2,500.00
TOTAL ITEMS 1-27					\$2,372,949.38
ADDITIONAL ITEMS					
26	Mobilization	1	LS	460000.62	\$460,000.62
27	NO2. Crushed Stone 0-6"	100	TON	30	\$3,000.00
TOTAL ADDITIONAL ITEMS					\$463,000.62
TOTAL BASE BID					\$2,835,950.00
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 NAME:		Rogers Group, Inc.			
AUTHORIZED REPRESENTATIVE NAME:		David South - Controller, AL			
COMPLETION DATE:		20-May-25			

APPENDIX E SUBCONTRACTOR LISTING

All subcontractors must be approved in writing by the City. Any additional subcontractors needed during the contract term shall be approved by written letter from the City. Contractor shall **immediately** notify City of Huntsville Public Works Department designated project manager at the email address noted on the RFB cover page of any changes to the subcontractors list for the duration of the contract.

<u>TASKS TO BE PERFORMED</u>	<u>SUBCONTRACTOR NAME</u>	<u>LICENSE NO.</u>	<u>ADDRESS</u>	<u>ITEM #'S OF WORK TO BE PERFORMED</u>
Surveying/Layout				
Permitting				
Clearing & Grubbing				
Erosion Control				
Traffic Control				
Excavation				
Concrete				
Storm Drainage				
Sanitary Sewer				
Shoring/Monitoring				
Retaining Walls				
Bridges				
Railroads				
Traffic (signals, loops)	BAT			13,14,15
Street Lights				
Electrical				
Water				
Asphalt				
Landscaping (Trees, grassing)				
Irrigation				
Striping	JC Cheek			16-25
Sewer Testing				
Guardrails				
Handrails				
Painting				
Special (fencing, benches, dewatering etc.)				
Mechanical				
SCADA				

**APPENDIX F
REFERENCES OF SIMILAR PROJECTS**

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. The contract amount of the project shall also be stated:

1. City of Huntsville 4th Avenue Streetscape Improvements
320 Fountain Circle \$312,000.00
Huntsville, Alabama 35801
POC: Kathy Martin, Phone: (256) 535-2489

2. City of Huntsville Old Gurley Road Improvements(The Commons)
320 Fountain Circle \$3,875,770.00
Huntsville, Alabama 35801
POC: Toneka Lindsey, Phone: (256) 535-2489

3. City of Huntsville Periodic Bid for Drainage
320 Fountain Circle \$2,261,961.64
Huntsville, Alabama 35801
POC: Kathy Martin, Phone: (256) 535-2489

4. City of Huntsville Periodic Bid for Various Construction Projects
320 Fountain Circle \$13,110,117.50
Huntsville, Alabama 35801
POC: Kathy Martin, Phone: (256) 535-2489

5. City of Huntsville Pratt Avenue Box Culvert
320 Fountain Circle \$2,218,489.21
Huntsville, Alabama 35801
POC: Alan Clements , Phone: (256) 535-2489

APPENDIX G
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

Name of Proposer (exactly as it would appear on an agreement):

Rogers Group, Inc.

Doing-Business-As Name of Proposer:

Principal Office Address:

2512 Triana Blvd. SW

Huntsville, AL 35805

Telephone Number:

256-533-0505

Fax Number:

256-533-0590

Form of Business Entity [check one ("X")]

Corporation

X

Partnership

Individual

Joint Venture

Other (describe):

Corporation Statement

If a corporation, answer the following:

Date of incorporation:

December 1, 1977

Location of incorporation:

Indiana

The corporation is held:

Publicly ___ Privately X

Names and titles of corporate officers:

Jimmy Patton, President and CEO

Tim Gorman - Vice-President

David South - Controller, Alabama

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 ☒
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

Rogers Group, Inc.

(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 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.

By signing this submittal, the Bidder understands that this project is subject to Alabama Department of Transportation Alabama Standards Specifications, 2022 Editions, Section 600, Subitem 106.01(a)2a:

Any contractor for a public works project, financed entirely by the State of Alabama or any political subdivision thereof, within this state, shall use iron or steel produced within the United States when specifications in the construction contract require the use of iron or steel and do not limit its supply to a sole source under subsection (f) of Section 39-2-2. If the awarding authority decides that the procurement of domestic iron or steel products becomes impractical as a result of a national emergency, national strike or other cause, the awarding authority shall waive the above restriction. (b) In the event the contractor violates the domestic iron or steel requirements of subsection (a), and domestic iron or steel is not used, there shall be a downward adjustment in the contract price equal to any realized savings or benefits to the contractor.

I affirm that I understand and agrees 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.



Signature of Proposer

David South

Print or Type Name of Proposer

May 20, 2025

Date

Rogers Group, Inc.

Legal Name of Firm

2512 Triana Blvd. SW

Mailing Address

Huntsville, AL 35805

City State Zip Code

256-533-0505 256-533-0590

Phone Fax

david.south@rogersgroupinc.com

Email Address

rogersgroupincint.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): Rogers Group, Inc.
- City of Huntsville current taxpayer identification number (if available): 26025
(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
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input type="checkbox"/> LLC (Multi-Member)	Number & State:
<input checked="" type="checkbox"/> Corporation	Number & State: <u>125303 Indiana</u>
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

C. Entity I.D. Numbers. If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: www.sos.state.al.us/, under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

D. Formation Documents. Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, are not required unless: (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.

Signature: David South Title (if applicable): Controller- Alabama
Type or legibly write name: David South Date: May 20, 2025

FORM FOR SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT; CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b)

AFFIDAVIT FOR BUSINESS ENTITY/EMPLOYER /CONTRACTOR

(To be completed as a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees)

State of Alabama

County of Madison

Before me, a notary public, personally appeared David South (print name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as Controller, Alabama (state position) for Rogers Group, Inc. (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program. (ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM)

David South Signature of Affiant

Sworn to and subscribed before me this 15th day of May, 2025.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Britney Weaver Signature and Seal of Notary Public
Britney Weaver, exp. 05/07/2028



Rogers Group, Inc.	
Entity ID Number	000-883-459
Entity Type	Foreign Corporation
Principal Address	350 S ADAMS ST BLOOMINGTON, IN 47401
Principal Mailing Address	350 S ADAMS ST BLOOMINGTON, IN 47401
Status	Exists
Place of Formation	Indiana
Formation Date	12/01/1977
Qualify Date	02/22/1983
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	---
Capital Authorized	
Capital Paid In	
Annual 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 2023 2024
Transactions	
Transaction Date	03/30/1983
Legal Name Merged	Mid-South Pavers, Inc.
Transaction Date	03/30/1983
Legal Name Merged	Ralph Rogers & Company, Inc.
Transaction Date	03/08/2010
Registered Agent Changed From	THE CORPORATION COMPANY 2000 INTERSTATE PARK DR STE 204 MONTGOMERY, AL 36109
Scanned Documents	
Document Date / Type / Pages	02/22/1983 Certificate of Formation 2 pgs.
Document Date / Type / Pages	03/08/2010 Registered Agent Change 1 pg.

Browse Results

New Search



Employment Eligibility Verification

Welcome

Connie Edwards

User ID

CEDEV5206

Last login

05:01 PM - 01/30/2012

Log Out



Click any  for help

Home
My Cases
New Case
View Cases
Search Cases
My Profile
Edit Profile
Change Password
Change Security Questions
My Company
Edit Company Profile
Add New User
View Existing Users
Close Company Account
My Reports
View Reports
My Resources
View Essential Resources
Take Tutorial
View User Manual
Contact Us

Company Information

Company Name: Rogers Group, Inc.
Company ID Number: 362097
Doing Business As (DBA) Name: Rogers Group, Inc.
DUNS Number: 057013287

[View / Edit](#)

Physical Location:

Address 1: 421 Great Circle Road
Address 2:
City: Nashville
State: TN
Zip Code: 37228
County: DAVIDSON

Mailing Address:

Address 1: P. O. Box 25250
Address 2:
City: Nashville
State: TN
Zip Code: 37202

Additional Information:

Employer Identification Number: 351418333
Total Number of Employees: 1,000 to 2,499
Parent Organization: Rogers Group, Inc.
Administrator:
Organization Designation:
Employer Category: Federal Contractor with FAR E-Verify Clause
Federal Contractor Category: None of these categories apply
Employees being verified: All new hires and all existing employees assigned to a Federal contract

NAICS Code: 212 - MINING (EXCEPT OIL AND GAS)

[View / Edit](#)

Total Hiring Sites: 01

[View / Edit](#)

Total Points of Contact: 2

[View / Edit](#)

[View MOU](#)



Company ID Number: 362997

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 Rogers Group, Inc.

Connie Edwards

Name (Please Type or Print)

Title

Electronically Signed

Signature

10/07/2010

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

10/07/2010

Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Rogers Group, Inc.
Company Facility Address:	421 Great Circle Road
	Nashville, TN 37228
Company Alternate Address:	P. O. Box 25250
	Nashville, TN 37202
County or Parish:	DAVIDSON
Employer Identification Number:	351418333



Company ID Number: 362997

North American Industry Classification Systems Code:	212
Administrator:	
Number of Employees:	1,000 to 2,499
Number of Sites Verified for:	89
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
• ALABAMA	5 site(s)
• KENTUCKY	13 site(s)
• TENNESSEE	49 site(s)
• ARKANSAS	9 site(s)
• INDIANA	13 site(s)

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

Name:	Zena J Swendiman	
Telephone Number:	(615) 780 - 5651	Fax Number: (615) 780 - 5813
E-mail Address:	zena.swendiman@rogersgroupinc.com	
Name:	Connie S Edwards	
Telephone Number:	(615) 780 - 5710	Fax Number: (615) 564 - 5710
E-mail Address:	connie.edwards@rogersgroupinc.com	



Employment Eligibility Verification

Welcome

Connie Edwards

User ID

CEEW5205

Last login

05:01 PM - 01/30/2012

Log Out



Click any for help

Home

My Cases

New Case

View Cases

Search Cases

My Profile

Edit Profile

Change Password

Change Security Questions

My Company

Edit Company Profile

Add New User

View Existing Users

Close Company Account

My Reports

View Reports

My Resources

View Essential Resources

Take Tutorial

View User Manual

Contact Us

You are verifying for multiple sites at your location. List the number of hiring sites by state for which your company will be performing verifications.

Hiring Sites

Previous Next

		State	Number of Hiring Sites
<input type="button" value="Add"/>			
<input type="button" value="Edit"/>	<input type="button" value="Delete"/>	ALABAMA	5
<input type="button" value="Edit"/>	<input type="button" value="Delete"/>	ARKANSAS	9
<input type="button" value="Edit"/>	<input type="button" value="Delete"/>	INDIANA	13
<input type="button" value="Edit"/>	<input type="button" value="Delete"/>	KENTUCKY	13
<input type="button" value="Edit"/>	<input type="button" value="Delete"/>	MISSISSIPPI	1
<input type="button" value="Edit"/>	<input type="button" value="Delete"/>	NORTH CAROLINA	1
<input type="button" value="Edit"/>	<input type="button" value="Delete"/>	TENNESSEE	40

Previous Next

Next

Cancel

U.S. Department of Homeland Security - www.dhs.gov

U.S. Citizenship and Immigration Services - www.uscis.gov

[Accessibility](#) [Download Viewers](#)

STATE OF ALABAMA



14069

LICENSE NO.:

RENEWAL

TYPE:

BID LIMIT: U
AMOUNT: UNLIMITED

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

ROGERS GROUP INC

NASHVILLE, TN 37202

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

HRR-S: AIRPORT TAXIWAYS AND APRONS, HRR-S: RUNWAYS, HS: HIGHWAYS AND STREETS, MU: MUNICIPAL AND UTILITY

until May 31, 2025 when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

6th day of August, 2024

Michael B. Taylor SECRETARY-TREASURER

Charles A. Carter, Jr. CHAIRMAN

208929



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: 2025-501

Department: Public Works

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Contract with Rogers Group, for the City of Huntsville Streets Resurfacing, FY2025, Phase 3

Resolution No. 25-476

Finance Information:

Account Number: 3020-55-00000-516020-00000000

City Cost Amount: \$2,527,940.00

Total Cost: \$

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: Various locations throughout the City

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

Additional Comments:



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: TMP-5571

Department: Public Works

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an agreement with Rogers Group, for the City of Huntsville Streets Resurfacing, FY2025, Phase 3

Resolution No.

Finance Information:

Account Number: 3020-55-00000-516020-000000000

City Cost Amount: \$2,527,940.00

Total Cost: \$

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: Various locations throughout the City

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

Additional Comments:

RESOLUTON NO. 25-

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, Rogers Group, in the amount of TWO MILLION FIVE HUNDRED TWENTY-SEVEN THOUSAND NINE HUNDRED FORTY AND 00/100 DOLLARS (\$2,527,940.00), for the City of Huntsville Streets Resurfacing, FY2025, Phase 3 project, in Huntsville, 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 Rogers Group, Inc., for the City of Huntsville Streets Resurfacing FY2025, Phase 3”, consisting of a total of one (1) page plus twenty-three (23) 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 #48-2025-55 issued May 5, 2025, Pre-Bid Meeting Minutes, all addenda, E-Verify MOUW, Alabama Secretary of State registration, and the date of June 12, 2025, 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 12th day of June, 2025.

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

APPROVED this the 12th day of June, 2025.

Mayor of the City of Huntsville,
Alabama



HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: PROCUREMENT SERVICES **DATE:** 05/23/2025
FROM: CHRIS MCNEESE **DEPT:** PUBLIC WORKS SERVICES
BID #: 48-2025-55 **COMMODITY/SERVICE:** COH STREET RESURF, FY25, PH3

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Rogers Group

RECOMMENDATION: It is recommend that Rogers Group be awarded the bid for the City of Huntsville Streets Resurfacing, FY25, Phase 3, as they were the overall low bidder.

DESCRIPTION	PRICE	UOM	COMMENT
Refer to Attached Appendix "C" Supplement			
Schedule of Bid Quantities			

INITIAL PURCHASE: \$2,527,940.00
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.

Christopher McNeese
Digitally signed by Christopher McNeese
Date: 2025.05.23 13:02:25 -05'00'

Department Head

Date

Tamara M Yancy
Digitally signed by Tamara M Yancy
Date: 2025.05.23 14:25:10 -05'00'

5.23.2025

Procurement Manager

Date

Email completed form to Procurement@huntsvilleal.gov



CONTRACT/BID AWARD RECOMMENDATION FORM

TO: _____ DATE: _____
FROM: _____ DEPT: _____
BID #: _____ COMMODITY/SERVICE: _____

912

CONTRACT BETWEEN THE CITY OF HUNTSVILLE

AND

ROGERS GROUP, INC

FOR

CITY OF HUNTSVILLE STREETS RESURFACING FY2025 PHASE 3

48-2025-55

**STATE OF ALABAMA}
MADISON COUNTY}**

THIS CONTRACT, made and entered into this the 12th day of June, 2025 between the CITY OF HUNTSVILLE, ALABAMA a Municipal Corporation, sometimes referred to herein as 'City' and ROGERS GROUP, INC., sometimes referred to herein as "Contractor".

-WITNESSETH-

WHEREAS, the City desires to install, construct or make certain improvements known as the City of Huntsville Streets Resurfacing FY2025 Phase 3 Project in the City of Huntsville, Madison County, Alabama, all in accordance with the 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, and general requirements are made a part of this contract, and

NOW THEREFORE, it is agreed that the Contract promises and agrees to make such improvements for the party of the first part for the consideration 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 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.

I affirm that I understand and agree that any form of electronic signature, including but not limited to, signatures via facsimile, scanning, or electronic email may be substitute for the original signature.

David South
Rogers Group, Inc. David South

Tommy Battle, Mayor

Shaundrika Edwards, City Clerk

Attest:
Leann Goss
LEANN GOSS

City Council President

Date



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

Rogers Group Inc _____ in the approximate
(Vendor/Contractor Name)

amount of \$2,527,940.00 for City of Huntsville Streets Resurfacing FY2025 Phase 3
(Contract Amount) (Project Name)

to be awarded June 12, 2025
(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: **Rachel Biggs** Digitally signed by Rachel Biggs
Date: 2025.05.23 14:58:25 -05'00'
Rachel Biggs, MAcc, CPA

ITS: Deputy Finance Director

Date: May 23, 2025

APPENDIX B BID PROPOSAL

TO: THE CITY OF HUNTSVILLE
Procurement Services Division
305 Fountain Circle – 3rd Floor
Huntsville, Alabama 35801

PROPOSAL OF: Rogers Group, Inc.
(NAME)
2512 Triana Blvd. SW, Huntsville AL 35805
(ADDRESS)

TO MAKE CERTAIN IMPROVEMENTS ENTITLED:

City of Huntsville Streets Resurfacing FY 2025 Phase 3

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 thumb/flash drive format) of their choice which must be submitted, **in digital format ONLY**, with the 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 Excel schedule in any manner.

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 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. I affirm that I understand and 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.


Signature of the Proposer

David South
Print or Type Name of Proposer

May 20, 2025
Date

Addendum No.	Date Received
1	5-14-25
2	5-14-25
2	5-16-25

Rogers Group, Inc.
Legal Name of Firm

2512 Triana Blvd. SW
Mailing Address

Huntsville, AL 35805
City, State, Zip Code

256-533-0505 256-533-0590
Phone and Fax

david.south@rogersgroupinc.com
Email Address

rogersgroupincint.com
Website Address

**APPENDIX C
BIDDER PRICING FORM – BID QUANTITIES**

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 A-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.

ONLY a digital/electronic copy of 'Appendix C Supplement – Schedule of Bid Quantities', must be submitted as part of the bid packet. The digital/electronic copy shall be submitted on a thumb/flash drive in the Excel format made available for download from the bid solicitation platform, Bidnet Direct, at <https://www.bidnetdirect.com/alabama/cityofhuntsville>. The thumb/flash drive must be in working condition and included with original bid packet and reflect the correct revision. The bid must be submitted from the file provided and downloaded from the City of Huntsville's Bidnet Direct 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 file in any manner. If a price discrepancy between the total base bid price detailed below and the total Appendix C Supplement – Schedule of Bid Quantities, then unit prices detailed on Appendix C Supplement – Schedule of Bid Quantities shall prevail.

**Total Base Bid (Inclusive of ALL Streets Listed on
Appendix C Supplement – Schedule of Bid Quantities)**

\$ 2,527,940.⁰⁰

Attached Excel Spreadsheet titled 'Appendix C Supplement – Schedule of Bid Quantities' must be completed and returned, in digital format, with bid proposal packet.

I attest by signing this form that I have completed the required Appendix C Supplement – Schedule of Bid Quantities and understand that total bid pricing detailed above reflects the cumulative total of the pricing detailed on schedule. I understand the Appendix C Supplement – Schedule of Bid Quantities is hereby made part of the bid proposal and subsequent contract.

This Price Bid Form is hereby submitted by the undersigned. I affirm that I understand and 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.



Signature of the Proposer

David South

Print or Type Name of Proposer

May 20, 2025

Date

Rogers Group, Inc.

Legal Name of Firm

2512 Triana Blvd. SW

Mailing Address

Huntsville, AL 35805

City, State, Zip Code

david.south@rogersgroupinc.com

Email Address

APPENDIX C Supplement Schedule of Bid Quantities

City of Huntsville Street Resurfacing-2025 Phase 3

Project #48-2025-55

Issued: May 7, 2025

Submit in Digital Format ONLY

UNIT BID SHEET

	<p>All roads that are limestone will be edge lined and tie in milled. All roads with brown mix will be completely milled. All asphalt will be considered complete when site is restored.</p>	<p>All base failures will be excavated/milled 6-8" deep and backfilled with binder. Further subgrade work will be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure to 8 inches.</p>			
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
1	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after claeing and tacking) 1-1/12" Thick	22357	TON	64	\$1,430,848.00
2	414B 1" Mix Binder (Base Failure 8") Layer in Place (15%RAP)	2825	TON	80	\$226,000.00
3	414B 1" Mix Binder (Binder Layer >8") Layer in Place (15% RAP)	25	TON	80	\$2,000.00
4	424A 1/2" Mix 4 Wearing Surface (Leveling) Layer in Place (15% RAP after cleaning and tacking)	25	TON	64	\$1,600.00
5	Milling 0-2" Total Mill	249645	SY	0.8	\$199,716.00
6	Milling 2-4" Total Mill	5,000	SY	0.8	\$4,000.00
7	Manhole Riser	148	EA	150	\$22,200.00
8	Manhole Adjustment	5	EA	400	\$2,000.00
9	Install 22' Flat Topped Speed Table	7	EA	3400	\$23,800.00
10	Speed Cushions/Removal Only	7	EA	335	\$2,345.00
11	Delineaters	11	EA	200	\$2,200.00
12	Raised Traffic Markers	1050	EA	8	\$8,400.00
13	Q Loops	6	EA	1400	\$8,400.00
14	D Loops	1	EA	1100	\$1,100.00
15	Bike Loops	1	EA	1000	\$1,000.00
16	Solid Class 2 Traffic Stripe	6.990	MI	4600	\$32,154.00
17	Broken Class 2 Traffic Stripe	4.150	MI	2900	\$12,035.00
18	Dotted Class 2 TrafficStripe	150.000	LF	3.5	\$525.00
19	Traffic Control Legends	247.380	SF	8	\$1,979.04
20	Traffic Control Markings	4666.000	SF	8	\$37,328.00
21	Temporary Solid Traffic Stripe	13.590	MI	1350	\$18,346.50

APPENDIX C Supplement Schedule of Bid Quantities**City of Huntsville Street Resurfacing-2025 Phase 3****Project #48-2025-55****Issued: May 7, 2025****Submit in Digital Format ONLY****UNIT BID SHEET**

All roads that are limestone will be edge lined and tie in milled.
All roads with brown mix will be completely milled. All asphalt
will be considered complete when site is restored.

All base failures will be excavated/milled 6-8" deep
and backfilled with binder. Further subgrade work
will be determined at the time of construction by the
onsite inspector. There will be no separate pay item
for excavating the base failure to 8 inches.

ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
22	Temporary Broken Traffic Stripe	8.310	MI	1350	\$11,218.50
23	Temporary Traffic Markings	50.000	SF	4	\$200.00
24	Temporary Traffic Legends	50.000	SF	4	\$200.00
25	SpecialtyTraffic Control Markings ALDOT Index #70301,70302,70308,70311 (COLOR)	50.000	SF	50	\$2,500.00
TOTAL ITEMS 1-27					\$2,052,095.04
ADDITIONAL ITEMS					
26	Mobilization	1	LS	472844.96	\$472,844.96
27	NO2. Crushed Stone 0-6"	100	TON	30	\$3,000.00
TOTAL ADDITIONAL ITEMS					\$475,844.96
TOTAL BASE BID					\$2,527,940.00
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 NAME:		Rogers Group, Inc.			
AUTHORIZED REPRESENTATIVE NAME:		David South - Controller, AL			
COMPLETION DATE:		20-May-25			

APPENDIX E SUBCONTRACTOR LISTING

All subcontractors must be approved in writing by the City. Any additional subcontractors needed during the contract term shall be approved by written letter from the City. Contractor shall **immediately** notify City of Huntsville Public Works Department designated project manager at the email address noted on the RFB cover page of any changes to the subcontractors list for the duration of the contract.

<u>TASKS TO BE PERFORMED</u>	<u>SUBCONTRACTOR NAME</u>	<u>LICENSE NO.</u>	<u>ADDRESS</u>	<u>ITEM #'S OF WORK TO BE PERFORMED</u>
Surveying/Layout				
Permitting				
Clearing & Grubbing				
Erosion Control				
Traffic Control				
Excavation				
Concrete				
Storm Drainage				
Sanitary Sewer				
Shoring/Monitoring				
Retaining Walls				
Bridges				
Railroads				
Traffic (signals, loops)	BAT			13, 14, 15
Street Lights				
Electrical				
Water				
Asphalt				
Landscaping (Trees, grassing)				
Irrigation				
Striping	JC Cheek			16 - 24, 25
Sewer Testing				
Guardrails				
Handrails				
Painting				
Special (fencing, benches, dewatering etc.)				
Mechanical				
SCADA				

**APPENDIX F
REFERENCES OF SIMILAR PROJECTS**

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. The contract amount of the project shall also be stated:

1. City of Huntsville 4th Avenue Streetscape Improvements
320 Fountain Circle \$312,000.00
Huntsville, Alabama 35801
POC: Kathy Martin, Phone: (256) 535-2489

2. City of Huntsville Old Gurley Road Improvements(The Commons)
320 Fountain Circle \$3,875,770.00
Huntsville, Alabama 35801
POC: Toneka Lindsey, Phone: (256) 535-2489

3. City of Huntsville Periodic Bid for Drainage
320 Fountain Circle \$2,261,961.64
Huntsville, Alabama 35801
POC: Kathy Martin, Phone: (256) 535-2489

4. City of Huntsville Periodic Bid for Various Construction Projects
320 Fountain Circle \$13,110,117.50
Huntsville, Alabama 35801
POC: Kathy Martin, Phone: (256) 535-2489

5. City of Huntsville Pratt Avenue Box Culvert
320 Fountain Circle \$2,218,489.21
Huntsville, Alabama 35801
POC: Alan Clements , Phone: (256) 535-2489

APPENDIX G
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

Name of Proposer (exactly as it would appear on an agreement):

Rogers Group, Inc.

Doing-Business-As Name of Proposer:

Principal Office Address:

Telephone Number: 256-533-0505

Fax Number: 256-533-0590

Form of Business Entity [check one ("X")]

Corporation X

Partnership

Individual

Joint Venture

Other (describe):

Corporation Statement

If a corporation, answer the following:

Date of incorporation: December 1, 1977

Location of incorporation: Indiana

The corporation is held: Publicly Privately X

Names and titles of corporate officers:

Jimmy Patton, President and CEO

Tim Gorman - Vice-President

David South - Controller, Alabama

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 ☒
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

Rogers Group, Inc.

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.

By signing this submittal, the Bidder understands that this project is subject to Alabama Department of Transportation Alabama Standards Specifications, 2022 Editions, Section 600, Subitem 106.01(a)2a:

Any contractor for a public works project, financed entirely by the State of Alabama or any political subdivision thereof, within this state, shall use iron or steel produced within the United States when specifications in the construction contract require the use of iron or steel and do not limit its supply to a sole source under subsection (f) of Section 39-2-2. If the awarding authority decides that the procurement of domestic iron or steel products becomes impractical as a result of a national emergency, national strike or other cause, the awarding authority shall waive the above restriction. (b) In the event the contractor violates the domestic iron or steel requirements of subsection (a), and domestic iron or steel is not used, there shall be a downward adjustment in the contract price equal to any realized savings or benefits to the contractor.

I affirm that I understand and agrees 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.



Signature of Proposer

David South

Print or Type Name of Proposer

May 20, 2025

Date

Rogers Group, Inc.

Legal Name of Firm

2512 Triana Blvd. SW

Mailing Address

Huntsville, AL 35805

City State Zip Code

256-533-0505 256-533-0590

Phone Fax

david.south@rogersgroupinc.com

Email Address

rogersgroupincint.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): Rogers Group, Inc.
- City of Huntsville current taxpayer identification number (if available): 26025
(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
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input type="checkbox"/> LLC (Multi-Member)	Number & State:
<input checked="" type="checkbox"/> Corporation	Number & State: 125303 Indiana
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

C. Entity I.D. Numbers. If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: www.sos.state.al.us/, under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

D. Formation Documents. Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, are not required unless: (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.

Signature: David South Title (if applicable): Controller- Alabama
Type or legibly write name: David South Date: May 20, 2025

FORM FOR SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT; CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b)

AFFIDAVIT FOR BUSINESS ENTITY/EMPLOYER /CONTRACTOR

(To be completed as a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees)

State of Alabama

County of Madison

Before me, a notary public, personally appeared David South (print name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as Controller, Alabama (state position) for Rogers Group, Inc. (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program. (ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM)

David South Signature of Affiant

Sworn to and subscribed before me this 20th day of May, 2025.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Britney Weaver Signature and Seal of Notary Public

Britney Weaver, exp. 05/07/2028



Alabama Secretary of State



Rogers Group, Inc.	
Entity ID Number	000-883-459
Entity Type	Foreign Corporation
Principal Address	350 S ADAMS ST BLOOMINGTON, IN 47401
Principal Mailing Address	350 S ADAMS ST BLOOMINGTON, IN 47401
Status	Exists
Place of Formation	Indiana
Formation Date	12/01/1977
Qualify Date	02/22/1983
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	---
Capital Authorized	
Capital Paid In	
Annual 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 2023 2024
Transactions	
Transaction Date	03/30/1983
Legal Name Merged	Mid-South Pavers, Inc.
Transaction Date	03/30/1983
Legal Name Merged	Ralph Rogers & Company, Inc.
Transaction Date	03/08/2010
Registered Agent Changed From	THE CORPORATION COMPANY 2000 INTERSTATE PARK DR STE 204 MONTGOMERY, AL 36109
Scanned Documents	
Document Date / Type / Pages	02/22/1983 Certificate of Formation 2 pgs.
Document Date / Type / Pages	03/08/2010 Registered Agent Change 1 pg.

[Browse Results](#)[New Search](#)



Employment Eligibility Verification

Welcome
Connie Edwards

User ID
GEDV45206

Last Login
05:01 PM - 01/30/2012

Log Out



Click any icon for help

Home
My Cases
New Case
View Cases
Search Cases
My Profile
Edit Profile
Change Password
Change Security Questions
My Company
Edit Company Profile
Add New User
View Existing Users
Close Company Account
My Reports
View Reports
My Resources
View Essential Resources
Take Tutorial
View User Manual
Contact Us

Company Information

Company Name: Rogers Group, Inc.
Company ID Number: 362997
Doing Business As (DBA) Name: Rogers Group, Inc.
DUNS Number: 057913287

View / Edit

Physical Location:

Address 1: 421 Great Circle Road
Address 2:
City: Nashville
State: TN
Zip Code: 37228
County: DAVIDSON

Mailing Address:

Address 1: P. O. Box 25250
Address 2:
City: Nashville
State: TN
Zip Code: 37202

Additional Information:

Employer Identification Number: 351418333
Total Number of Employees: 1,000 to 2,499
Parent Organization: Rogers Group, Inc.
Administrator:
Organization Designation:
Employer Category: Federal Contractor with FAR E-Verify Clause
Federal Contractor Category: None of these categories apply
Employees being verified: All new hires and all existing employees assigned to a Federal contract

NAICS Code: 212 - MINING (EXCEPT OIL AND GAS)

View / Edit

Total Hiring Sites: 01

View / Edit

Total Points of Contact: 2

View / Edit

View MOU



Company ID Number: 362997

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 Rogers Group, Inc.	
Connie Edwards Name (Please Type or Print)	Title
Electronically Signed Signature	10/07/2010 Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed Signature	10/07/2010 Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Rogers Group, Inc.
Company Facility Address:	421 Great Circle Road
	Nashville, TN 37228
Company Alternate Address:	P. O. Box 25250
	Nashville, TN 37202
County or Parish:	DAVIDSON
Employer Identification Number:	351418333



Company ID Number: 362997

North American Industry Classification Systems Code:	212
Administrator:	
Number of Employees:	1,000 to 2,499
Number of Sites Verified for:	89
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
• ALABAMA	5 site(s)
• KENTUCKY	13 site(s)
• TENNESSEE	49 site(s)
• ARKANSAS	9 site(s)
• INDIANA	13 site(s)

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

Name:	Zena H Swendiman	Fax Number:	(615) 780 - 5813
Telephone Number:	(615) 780 - 5651		
E-mail Address:	zena.swendiman@rogersgroupinc.com		
Name:	Connie S Edwards	Fax Number:	(615) 564 - 5710
Telephone Number:	(615) 780 - 5710		
E-mail Address:	connie.edwards@rogersgroupinc.com		



Employment Eligibility Verification



Welcome
Connie Edwards
User ID
CEDW5206
Last Login
05:01 PM - 01/30/2012
Log Out

Click any for help

Home
My Cases
New Case
View Cases
Search Cases
My Profile
Edit Profile
Change Password
Change Security Questions
My Company
Edit Company Profile
Add New User
View Existing Users
Close Company Account
My Reports
View Reports
My Resources
View Essential Resources
Take Tutorial
View User Manual
Contact Us

You are verifying for multiple sites at your location. List the number of hiring sites by state for which your company will be performing verifications.

Hiring Sites

Previous Next

		State	Number of Hiring Sites
		ALABAMA	5
		ARKANSAS	9
		INDIANA	13
		KENTUCKY	13
		MISSISSIPPI	1
		NORTH CAROLINA	1
		TENNESSEE	48

Previous Next

Next

Cancel

U.S. Department of Homeland Security - www.dhs.gov U.S. Citizenship and Immigration Services - www.uscis.gov

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STATE OF ALABAMA



LICENSE NO.: 14069
TYPE: RENEWAL

BID LIMIT: UNLIMITED
AMOUNT:

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

ROGERS GROUP INC
NASHVILLE, TN 37202

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

HRR-S: AIRPORT-TAXIWAYS AND APRONS, HRR-S: RUNWAYS, HS: HIGHWAYS AND STREETS, MU: MUNICIPAL AND UTILITY

until May 31, 2025 when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

Michael B. Tamm SECRETARY-TREASURER

Chairman A. Coker, Jr. CHAIRMAN

208929



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: 2025-502

Department: Engineering

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville, Alabama and Kelly Davis.

Resolution No.

Finance Information:

Account Number: 1000-71-71100-501010-00000000-

City Cost Amount: \$39,000.00

Total Cost: \$39,000.00

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

Agreement provides for a former retired Real Estate Specialist II to assist in the Engineering Department with real estate related work in a Not-to-Exceed contract amount of \$39,000.00.



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: TMP-5557

Department: Engineering

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville, Alabama and Kelly Davis.

Resolution No.

Finance Information:

Account Number: 1000-71-71100-501010-00000000-

City Cost Amount: \$39,000.00

Total Cost: \$39,000.00

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

Agreement provides for a former retired Real Estate Specialist II to assist in the Engineering Department with real estate related work in a Not-to-Exceed contract amount of \$39,000.00.

RESOLUTION NO. 25-

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 between the City of Huntsville, Alabama and Kelly Davis, 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, Alabama and Kelly Davis,” consisting of two (2) pages and the date of June 12, 2025, 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 12th day of June, 2025.

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

APPROVED this the 12th day of June, 2025.

Mayor of the City of Huntsville,
Alabama

SPECIAL EMPLOYEE AGREEMENT BETWEEN
THE CITY OF HUNTSVILLE, ALABAMA AND
KELLY DAVIS

(STATE OF ALABAMA)
(COUNTY OF MADISON)

AGREEMENT BETWEEN THE CITY OF HUNTSVILLE, ALABAMA
AND KELLY DAVIS

THIS AGREEMENT is made and entered into on the 12th day of June 2025, by and between Kelly Davis, an individual, ("Davis") 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. Davis shall be employed by the City of Huntsville, Alabama as a "Special Employee" in the Urban Development Department-Engineering Division 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 July 7, 2025.
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, Davis shall perform the duties and responsibilities of a Special Employee described as follows; Work involves planning and organizing the administrative functions of real estate in the Urban Development Department-Engineering Division by overseeing and participating in the appraisal, negotiation, acquisition and disposition of real estate for streets, bridges, sewer lines, greenways, drainage projects and other public works and public facility projects. Work involves property records maintenance; serving as liaison between the City, ALDOT Right-of-Way Division, property owners, engineers and attorneys; and serving as the City representative and expert witness in Probate Court condemnation cases and Circuit Court appeals. 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 City Engineer.
5. In consideration of the services rendered hereunder, City shall pay to Davis at the rate of \$42.00 per hour, not to exceed 29 hours per week, with the total sum Not-to-Exceed \$39,000.00 per year which shall be paid bi-weekly in accordance with City's regular, payroll processing system.

President of the City Council of the City
of Huntsville, AL
Date: June 12, 2025

During the term of this agreement, Davis shall not receive any cost-of-living adjustment approved by the City Council for all other employees of the City. In addition, Davis 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.

6. Davis acknowledges that confidential information may be made available to her in connection with her work pursuant to this agreement. Davis agrees not to disclose confidential information to any third party at any time following the execution of this agreement. This clause shall survive the termination of this agreement.
7. Except as specified herein, Davis 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 12th day of June 2025.



Kelly Davis, an Individual

CITY OF HUNTSVILLE, ALABAMA
a Municipal Corporation

BY: _____
Tommy Battle
ITS: Mayor

ATTEST:

BY: _____
Shaundrika Edwards



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: 2025-503

Department: Planning

Subject:

Type of Action: Introduction

Introduction of an ordinance annexing 121.73 acres of land lying on the north and south side of Little Cove Road and west of US Hwy 72 E.

Ordinance No.

Does this item need to be published? Yes

If yes, please list preferred date(s) of publication: Ordinance: July 2, 2025

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: Little Cove Rd, and McMullen Rd, Gurley, AL 35748

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

Additional Comments:



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: TMP-5587

Department: Planning

Subject:

Type of Action: Introduction

Introduction of an ordinance annexing 121.73 acres of land lying on the north and south side of Little Cove Road and west of US Hwy 72 E.

Ordinance No.

Does this item need to be published? Yes

If yes, please list preferred date(s) of publication: Ordinance: July 2, 2025

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: Little Cove Rd, and McMullen Rd, Gurley, AL 35748

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

Additional Comments:

ORDINANCE NO. 25-

WHEREAS, Deposit Road, LLC, an Alabama Limited Company, by James R. Hays and John W. Hays, as its Management Committee Managers; The Estate of William Stevens, by Alison L. Stevens, as its Personal Representative; and The Estate of Kelly Virginia Stevens also known as Kelly V. Stevens, by Blake W. Waranch, as its Personal Representative, being the owners, as the term is defined by Section 11-42-20, Code of Alabama 1975, of all the property or territory hereinafter particularly described (which property or territory is hereinafter referred to as “the Property”), filed with the City Clerk of the City of Huntsville, Alabama, a signed and written petition requesting that the Property be annexed to the City of Huntsville, Alabama, which petition is on file with the City Clerk of the City of Huntsville, Alabama; and

WHEREAS, said petition contained the signatures of the owners of the Property, and filed together with said petition was a map showing the relationship of the Property to the corporate limits of the City of Huntsville, Alabama, which map is attached hereto and incorporated herein by reference; and

WHEREAS, the Property is contiguous to the present city limits of the City of Huntsville, Alabama, and the Property does not lie within the corporate limits or police jurisdiction of any other municipality; and

WHEREAS, the City Council of the City of Huntsville, Alabama, has determined that it is necessary and proper and in the public interest that the Property be brought within the corporate limits of the City of Huntsville, Alabama, and has further determined that all legal requirements for annexing the Property have been met pursuant to Sections 11-42-20 through 11-42-24, Code of Alabama 1975.

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

1. That the City Council of the City of Huntsville, Alabama hereby finds that it is necessary and proper and in the public interest that the Property be brought within the corporate limits of the City of Huntsville, Alabama, and assents to the annexation of the Property to the City of Huntsville, Alabama;

2. That the corporate limits of the City of Huntsville, Alabama, be, and the same are hereby extended and rearranged so as to embrace and include the Property, which is particularly described as follows:

A parcel of land Located in the Southeast Quarter of the Southwest Quarter and in the Southwest Quarter of the Southeast Quarter of Section 9, Township 4 South, Range 2 East and in the Northeast Quarter of the Northwest Quarter and in the Northwest Quarter of the Northeast Quarter of Section 16, Township 4 South, Range 2 East of the Huntsville Meridian, Madison County, Alabama and being more particularly described as follows: Commencing at the Northwest Corner of said Section 16; thence South 87 Degrees 59 Minutes 26 Seconds East, 2442.89 feet to the Point of Beginning and lying at the centerline of Little Cove Road (160' Public Right-of-Way); Thence, from the Point of Beginning and leaving the centerline of said Little Cove Road, North 37 Degrees 13 Minutes 48 Seconds East, 12.41 feet to a point; thence North 74 Degrees 56 Minutes 44 Seconds East,

216.13 feet to a point; thence North 48 Degrees 24 Minutes 07 Seconds East, 79.18 feet to a point; thence South 76 Degrees 24 Minutes 51 Seconds East, 1321.89 feet to a point lying in the centerline of Hurricane Creek; thence, along the centerline of Hurricane Creek, South 29 Degrees 57 Minutes 20 Seconds West, 187.57 feet to a point lying in the centerline of Little Cove Road (160' Public Right-of-Way); thence, along said centerline of said Little Cove Road, North 76 Degrees 24 Minutes 51 Seconds West, 1,508.90 feet to the Point of Beginning. Containing 5.78 acres, more or less.

INCLUDING

A parcel of land Located in the Northwest Quarter of the Northeast Quarter of Section 16, Township 4 South, Range 2 East of the Huntsville Meridian, Madison County, Alabama and being more particularly described as follows: Commencing at the Northwest corner of said Section 16; thence South 83 Degrees 35 Minutes 20 Seconds East, 3945.26 feet to the Point of Beginning and lying at the centerline of Little Cove Road (160' Public Right-of-Way); thence, from the Point of Beginning and leaving the centerline of said Little Cove Road and along the centerline of Hurricane Creek, North 29 Degrees 57 Minutes 20 Seconds East, 187.57 feet to a point; thence, leaving the centerline of Hurricane Creek, South 76 Degrees 24 Minutes 51 Seconds East, 195.09 feet to a point; thence along a curve to the left having a radius of 965.93 Feet, An Arc Length of 27.59 Feet, a chord bearing and distance of South 77 Degrees 13 Minutes 39 Seconds East, 27.59 feet to a point; thence South 11 Degrees 56 Minutes 32 Seconds West, 179.96 feet to a point lying in the centerline of said Little Cove Road (160' Public Right-of-Way); thence, along said centerline of said Little Cove Road, along a curve to the right having a radius of 1145.82 feet, an arc length of 32.75 Feet, a chord bearing and distance of North 77 Degrees 14 Minutes 20 Seconds West, 32.75 feet to a point; thence, along said centerline of said Little Cove Road, North 76 Degrees 24 Minutes 51 Seconds West, 247.96 feet to the Point of Beginning. Containing 1.04 acres, more or less.

INCLUDING

A parcel of land located in the Northeast Quarter and in the North Half of the Southeast Quarter of Section 16, Township 4 South, Range 2 East of the Huntsville Meridian, Madison County, Alabama and being more particularly described as follows: Commencing at the Northwest Corner of said Section 16; thence South 83 Degrees 33 Minutes 51 Seconds East, 3967.94 feet to the Point of Beginning and lying at the centerline of Little Cove Road (Public Right-of-Way); thence, from the Point of Beginning and along said centerline of said Little Cove Road, South 76 Degrees 24 Minutes 51 Seconds East, 225.10 feet to a point; thence, along said centerline of said Little Cove Road, along a curve to the left having a radius of 1,145.82 Feet, an arc length of 32.75 Feet, A Chord Bearing and Distance of South 77 Degrees 14 Minutes 20 Seconds East, 32.75 feet to a point; thence, leaving said centerline of said Little Cove Road, South 11 Degrees 56 Minutes 32 Seconds West, 79.67 feet to a point; thence South 00 Degrees 27 Minutes 26 Seconds West, 312.63 feet to a point; thence North 89 Degrees 32 Minutes 34 Seconds West, 194.93 feet to a point; thence South 00 Degrees 27 Minutes 23 Seconds West, 1797.99 feet to a point; thence North 89 Degrees 54 Minutes 37

Seconds East, 1,334.91 feet to a point; thence South 00 Degrees 22 Minutes 14 Seconds West, 1,301.74 feet to a point; thence South 89 Degrees 17 Minutes 19 Seconds West, 1,336.96 feet to a point; thence South 89 Degrees 17 Minutes 43 Seconds West, 668.69 feet to a point; thence North 00 Degrees 30 Minutes 01 Second East, 1,323.62 feet to a point; thence South 89 Degrees 53 Minutes 43 Seconds West, 667.47 feet to a point; thence North 00 Degrees 32 Minutes 01 Second East, 1183.27 feet to a point; thence North 00 Degrees 32 Minutes 09 Seconds East, 25.00 feet to the centerline of Hurricane Creek the following courses; North 45 Degrees 11 Minutes 07 Seconds East, 549.58 feet; North 53 Degrees 36 Minutes 07 Seconds East, 291.61 feet; South 89 Degrees 22 Minutes 10 Seconds East, 321.74 feet; North 35 Degrees 46 Minutes 58 Seconds East, 281.16 feet; North 43 Degrees 54 Minutes 56 Seconds East, 247.47 feet; North 13 Degrees 35 Minutes 09 Seconds East, 79.96 feet to the Point of Beginning. Containing 114.91 acres, more or less.

3. That this ordinance shall be published as provided by law, and become effective upon its publication as required by law.

4. That the Mayor and City Clerk of the City of Huntsville, Alabama, are hereby authorized, requested, and directed for and on behalf of the governing body of the City to file a description of the property or territory herein annexed in the Office of the Judge of Probate of Madison County, Alabama.

ADOPTED this the _____ day of _____, 2025.

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

APPROVED this the _____ day of _____, 2025.

Mayor of the City of Huntsville,
Alabama

STATE OF ALABAMA)
)
COUNTY OF MADISON)

**PETITION FOR ANNEXATION TO THE CITY OF
HUNTSVILLE, ALABAMA, PURSUANT TO SECTIONS 11-42-20 THROUGH
11-42-24 INCLUSIVE, CODE OF ALA. 1975 (AS AMENDED)**

TO: **The City Clerk of the City of Huntsville, Alabama, and the
City Council of the City of Huntsville, Alabama**

FROM: **Deposit Road, LLC, an Alabama Limited Company, by James R.
Hays and John W. Hays, as its Management Committee Managers;
The Estate of William Stevens, by Alison L. Stevens, as its Personal
Representative; and The Estate of Kelly Virginia Stevens also known
as Kelly V. Stevens, by Blake W. Waranch, as its Personal
Representative (hereinafter referred to as “the petitioners”)**

A. The Petitioners do hereby sign and file with the City Clerk of the City of Huntsville, Alabama, this written petition requesting that the real property or territory hereinafter described, which real property or territory is hereinafter referred to as “the Property”, be annexed to the City of Huntsville, Alabama, under the authority of and pursuant to Sections 11-42-20 through 11-42-24 of the Code of Alabama 1975; and in support thereof do hereby certify as follows:

1. That the Petitioners are the owner of the Property, as the term “owner” is defined by Section 11-42-20, Code of Alabama 1975.
2. That the Property is situated in **Madison County, Alabama**, and is accurately described on the attached Exhibit “A”, which exhibit is incorporated herein by reference.
3. That the Petitioners have the right and authority to make and file this petition for annexation.
4. That the Property is contiguous to the existing corporate limits of the City of Huntsville, Alabama.
5. That the Property does not lie within the corporate limits or police jurisdiction of any other municipality.
6. That the Petitioners have attached hereto as Exhibit “B”, which exhibit is incorporated herein by reference, and filed herewith a map of the Property showing its relationship to the corporate limits of the City of Huntsville, Alabama,

which said map is further identified as being entitled "Little Cove Property to be Annexed."

B. This petition may be signed in any number of counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same petition.

THE FOREGOING CONSIDERED, we, the Petitioners hereby petition and request that the City Council of the City of Huntsville, Alabama, adopt an ordinance assenting to the annexation of the Property to the City of Huntsville, Alabama, all in accordance with the statutes herein provided.

IN WITNESS WHEREOF, we, the undersigned Petitioners have hereunto subscribed our names as of the 20th/20th day of May, 2025.

PETITIONERS:

Deposit Road, LLC, an Alabama Limited Company, by and, as its;; and

Signature: _____


James R. Hays

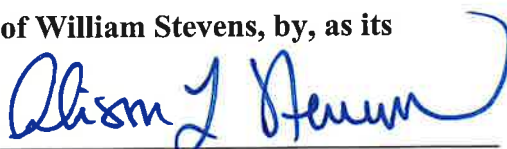
Signature: _____


John W. Hays

As its: Management Committee Managers

The Estate of William Stevens, by, as its

Signature: _____


Alison L. Stevens

As its: Personal Representative

The Estate of Kelly Virginia Stevens also known as Kelly V. Stevens

Signature: _____


Blake W. Waranch

As its: Personal Representative

STATE OF Alabama)
COUNTY OF Madison)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that James R. Hays, whose name is signed to the foregoing annexation petition and who are known to me, acknowledged before me on this date that, being informed of the contents of said petition, he executed the same voluntarily as of the day the same bears date.

Given under my hand and official seal of office, this the 29th day of May, 2025.



Annie Bodin (SEAL)
NOTARY PUBLIC

Expiration Date: 3/17/2027

STATE OF Alabama)
COUNTY OF Madison)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that John W. Hays, whose name is signed to the foregoing annexation petition and who are known to me, acknowledged before me on this date that, being informed of the contents of said petition, he executed the same voluntarily as of the day the same bears date.

Given under my hand and official seal of office, this the 29th day of May, 2025.



Annie Bodin (SEAL)
NOTARY PUBLIC

Expiration Date: 3/17/2027

STATE OF Alabama)
COUNTY OF Madison)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Alison L. Stevens, whose name is signed to the foregoing annexation petition and who are known to me, acknowledged before me on this date that, being informed of the contents of said petition, he executed the same voluntarily as of the day the same bears date.

Given under my hand and official seal of office, this the 29th day of May, 2025.



Scarlett Wellman Parr (SEAL)
NOTARY PUBLIC

Expiration Date: 10/14/2028

STATE OF New York)
COUNTY OF Kings)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Blake W. Waranch, whose name is signed to the foregoing annexation petition and who are known to me, acknowledged before me on this date that, being informed of the contents of said petition, he executed the same voluntarily as of the day the same bears date.

Given under my hand and official seal of office, this the 30 day of May, 2025.


NOTARY PUBLIC

Expiration Date: _____
DIANA FRANCESCHI
NOTARY PUBLIC, State of New York
No. 01FR6283237
Qualified in Kings County
Commission Expires June 3, 2025

Exhibit "A"
(Legal Description of the Property)

A parcel of land Located in the Southeast Quarter of the Southwest Quarter and in the Southwest Quarter of the Southeast Quarter of Section 9, Township 4 South, Range 2 East and in the Northeast Quarter of the Northwest Quarter and in the Northwest Quarter of the Northeast Quarter of Section 16, Township 4 South, Range 2 East of the Huntsville Meridian, Madison County, Alabama and being more particularly described as follows: Commencing at the Northwest Corner of said Section 16; thence South 87 Degrees 59 Minutes 26 Seconds East, 2442.89 feet to the Point of Beginning and lying at the centerline of Little Cove Road (160' Public Right-of-Way); Thence, from the Point of Beginning and leaving the centerline of said Little Cove Road, North 37 Degrees 13 Minutes 48 Seconds East, 12.41 feet to a point; thence North 74 Degrees 56 Minutes 44 Seconds East, 216.13 feet to a point; thence North 48 Degrees 24 Minutes 07 Seconds East, 79.18 feet to a point; thence South 76 Degrees 24 Minutes 51 Seconds East, 1321.89 feet to a point lying in the centerline of Hurricane Creek; thence, along the centerline of Hurricane Creek, South 29 Degrees 57 Minutes 20 Seconds West, 187.57 feet to a point lying in the centerline of Little Cove Road (160' Public Right-of-Way); thence, along said centerline of said Little Cove Road, North 76 Degrees 24 Minutes 51 Seconds West, 1,508.90 feet to the Point of Beginning. Containing 5.78 acres, more or less.

INCLUDING

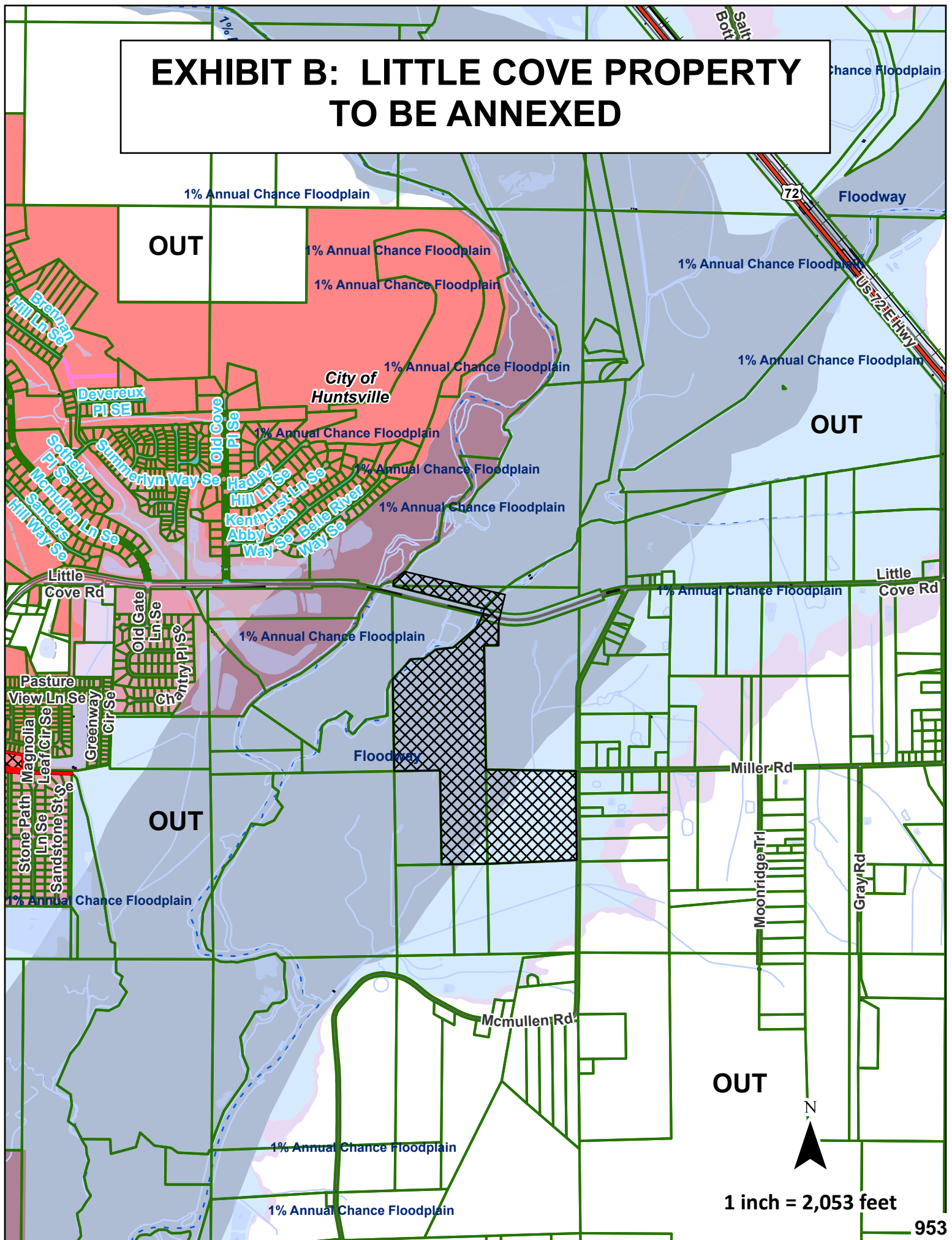
A parcel of land Located in the Northwest Quarter of the Northeast Quarter of Section 16, Township 4 South, Range 2 East of the Huntsville Meridian, Madison County, Alabama and being more particularly described as follows: Commencing at the Northwest corner of said Section 16; thence South 83 Degrees 35 Minutes 20 Seconds East, 3945.26 feet to the Point of Beginning and lying at the centerline of Little Cove Road (160' Public Right-of-Way); thence, from the Point of Beginning and leaving the centerline of said Little Cove Road and along the centerline of Hurricane Creek, North 29 Degrees 57 Minutes 20 Seconds East, 187.57 feet to a point; thence, leaving the centerline of Hurricane Creek, South 76 Degrees 24 Minutes 51 Seconds East, 195.09 feet to a point; thence along a curve to the left having a radius of 965.93 Feet, An Arc Length of 27.59 Feet, a chord bearing and distance of South 77 Degrees 13 Minutes 39 Seconds East, 27.59 feet to a point; thence South 11 Degrees 56 Minutes 32 Seconds West, 179.96 feet to a point lying in the centerline of said Little Cove Road (160' Public Right-of-Way); thence, along said centerline of said Little Cove Road, along a curve to the right having a radius of 1145.82 feet, an arc length of 32.75 Feet, a chord bearing and distance of North 77 Degrees 14 Minutes 20 Seconds West, 32.75 feet to a point; thence, along said

centerline of said Little Cove Road, North 76 Degrees 24 Minutes 51 Seconds West, 247.96 feet to the Point of Beginning. Containing 1.04 acres, more or less.

INCLUDING

A parcel of land located in the Northeast Quarter and in the North Half of the Southeast Quarter of Section 16, Township 4 South, Range 2 East of the Huntsville Meridian, Madison County, Alabama and being more particularly described as follows: Commencing at the Northwest Corner of said Section 16; thence South 83 Degrees 33 Minutes 51 Seconds East, 3967.94 feet to the Point of Beginning and lying at the centerline of Little Cove Road (Public Right-of-Way); thence, from the Point of Beginning and along said centerline of said Little Cove Road, South 76 Degrees 24 Minutes 51 Seconds East, 225.10 feet to a point; thence, along said centerline of said Little Cove Road, along a curve to the left having a radius of 1,145.82 Feet, an arc length of 32.75 Feet, A Chord Bearing and Distance of South 77 Degrees 14 Minutes 20 Seconds East, 32.75 feet to a point; thence, leaving said centerline of said Little Cove Road, South 11 Degrees 56 Minutes 32 Seconds West, 79.67 feet to a point; thence South 00 Degrees 27 Minutes 26 Seconds West, 312.63 feet to a point; thence North 89 Degrees 32 Minutes 34 Seconds West, 194.93 feet to a point; thence South 00 Degrees 27 Minutes 23 Seconds West, 1797.99 feet to a point; thence North 89 Degrees 54 Minutes 37 Seconds East, 1,334.91 feet to a point; thence South 00 Degrees 22 Minutes 14 Seconds West, 1,301.74 feet to a point; thence South 89 Degrees 17 Minutes 19 Seconds West, 1,336.96 feet to a point; thence South 89 Degrees 17 Minutes 43 Seconds West, 668.69 feet to a point; thence North 00 Degrees 30 Minutes 01 Second East, 1,323.62 feet to a point; thence South 89 Degrees 53 Minutes 43 Seconds West, 667.47 feet to a point; thence North 00 Degrees 32 Minutes 01 Second East, 1183.27 feet to a point; thence North 00 Degrees 32 Minutes 09 Seconds East, 25.00 feet to the centerline of Hurricane Creek the following courses; North 45 Degrees 11 Minutes 07 Seconds East, 549.58 feet; North 53 Degrees 36 Minutes 07 Seconds East, 291.61 feet; South 89 Degrees 22 Minutes 10 Seconds East, 321.74 feet; North 35 Degrees 46 Minutes 58 Seconds East, 281.16 feet; North 43 Degrees 54 Minutes 56 Seconds East, 247.47 feet; North 13 Degrees 35 Minutes 09 Seconds East, 79.96 feet to the Point of Beginning. Containing 114.91 acres, more or less.

EXHIBIT B: LITTLE COVE PROPERTY TO BE ANNEXED



ANNEXATION SUMMARY: LITTLE COVE

May 7, 2025

PETITIONER: Deposit Road, LLC, an Alabama Limited Company, by James R. Hays and John W. Hays, as its Management Committee Managers; The Estate of William Stevens, by Alison L. Stevens, as its Personal Representative; and The Estate of Kelly Virginia Stevens also known as Kelly V. Stevens, by Blake W. Waranch, as its Personal Representative

LOCATION: On the north and south side of Little Cove Road and west of US Hwy 72 E

Township 4 South, Range 2 East, Section 09 & 16

Little Cove Rd, and McMullen Rd, Gurley, AL 35748

ACREAGE: 121.73 acres

REASON FOR REQUEST: City Services

ANNEXATION GUIDELINES: LITTLE COVE

1. Annexations that would fill in or make more regular the existing corporate limits should be strongly encouraged.

WOULD CONTINUE ONGOING ANNEXATIONS IN THIS AREA

2. The remaining tax islands should be annexed when ownership changes and redevelopment occurs....

NOT A TAX ISLAND

3. Annexations of land in subdivisions....

NOT PART OF A SUBDIVISION

4. Corridors are discouraged....

NOT A CORRIDOR

5. Point-to-point annexations should be discouraged....

NOT A POINT-TO-POINT CONNECTION

6. Owners living on land expected to be annexed within the ninety-day period preceding a municipal election....

NO MUNICIPAL ELECTION AT TIME OF ANNEXATION

7. Land which is known to be contaminated should not be annexed until such danger has been mitigated.

NO KNOWN CONTAMINATION

8. The annexation of land that would contribute to the city's economic development through an increase in taxes....

RESIDENTIAL LAND

9. The city should require petitions for annexation referenda to satisfy additional conditions....

NOT A REFERENDA

10. City planners will explain to all annexation petitioners the policies under which services are provided.

CITY OWNED PROPERTY

STATEMENT REGARDING PROVISION OF CITY SERVICES TO NEWLY ANNEXED LANDS

City services will be provided to all newly annexed lands according to the same policies that already govern in Huntsville. This means that Huntsville police and fire departments will respond to calls; garbage and trash will be collected by city sanitation; and school children will attend city rather than county schools. Transportation for students attending the city schools will be the responsibility of their parents. All applicable city ordinances will be enforced including the implementation of zoning regulations. Please note that the National agency that established the rating schedule for fire insurance premiums (ISO) assigns a higher rate to property that is over 5 road miles from their responding fire station and/or over 1000 feet from a fire hydrant.

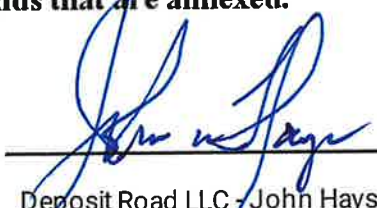
Water service is provided by Huntsville Utilities; however if the annexed land is already served by another water authority, the existing situation should be expected to continue until such time as development pressure or legal agreements between water authorities makes it feasible or possible for Huntsville Utilities to assume control of the water lines or extend new mains. The cost of main extensions usually are borne by the property owner.

Likewise, it has long been city policy to expand sanitary sewer service on a cost benefit basis. This policy applies to all land within the city regardless of its annexation date. In addition, the city has adopted a capital improvement plan to guide investment in infrastructure. In order for an area to be considered for road construction, drainage improvements, recreational or community facilities, new fire stations, or sanitary sewer extension, the area must be in the city and then must be prioritized according to need. Newly annexed land will be accorded the same consideration as other city lands.

Lastly, it is important to understand that those autonomous boards, agencies and utilities that have authority over the delivery of specific public services set their own policies and procedures.

* * * * *

I have read the above statement governing the delivery of city services to lands annexed into the city of Huntsville, and I agree to these conditions as they may pertain to any of my lands that are annexed.

Petitioner 
For: Deposit Road LLC - John Hays
Petitioner _____
For: _____

Date 9-5-2025
As its: Member
Date _____
As its: _____

STATEMENT REGARDING PROVISION OF CITY SERVICES TO NEWLY ANNEXED LANDS

City services will be provided to all newly annexed lands according to the same policies that already govern in Huntsville. This means that Huntsville police and fire departments will respond to calls; garbage and trash will be collected by city sanitation; and school children will attend city rather than county schools. Transportation for students attending the city schools will be the responsibility of their parents. All applicable city ordinances will be enforced including the implementation of zoning regulations. Please note that the National agency that established the rating schedule for fire insurance premiums (ISO) assigns a higher rate to property that is over 5 road miles from their responding fire station and/or over 1000 feet from a fire hydrant.

Water service is provided by Huntsville Utilities; however if the annexed land is already served by another water authority, the existing situation should be expected to continue until such time as development pressure or legal agreements between water authorities makes it feasible or possible for Huntsville Utilities to assume control of the water lines or extend new mains. The cost of main extensions usually are borne by the property owner.

Likewise, it has long been city policy to expand sanitary sewer service on a cost benefit basis. This policy applies to all land within the city regardless of its annexation date. In addition, the city has adopted a capital improvement plan to guide investment in infrastructure. In order for an area to be considered for road construction, drainage improvements, recreational or community facilities, new fire stations, or sanitary sewer extension, the area must be in the city and then must be prioritized according to need. Newly annexed land will be accorded the same consideration as other city lands.

Lastly, it is important to understand that those autonomous boards, agencies and utilities that have authority over the delivery of specific public services set their own policies and procedures.

* * * * *

I have read the above statement governing the delivery of city services to lands annexed into the city of Huntsville, and I agree to these conditions as they may pertain to any of my lands that are annexed.

Petitioner	<u>Alison Stevens Gauntt</u>	Date	<u>4/23/25</u>
For:	<u>Alison Stevens, Heirs of William Stevens</u>	As its:	_____
Petitioner	_____	Date	_____
For:	_____	As its:	_____

STATEMENT REGARDING PROVISION OF CITY SERVICES TO NEWLY ANNEXED LANDS

City services will be provided to all newly annexed lands according to the same policies that already govern in Huntsville. This means that Huntsville police and fire departments will respond to calls; garbage and trash will be collected by city sanitation; and school children will attend city rather than county schools. Transportation for students attending the city schools will be the responsibility of their parents. All applicable city ordinances will be enforced including the implementation of zoning regulations. Please note that the National agency that established the rating schedule for fire insurance premiums (ISO) assigns a higher rate to property that is over 5 road miles from their responding fire station and/or over 1000 feet from a fire hydrant.

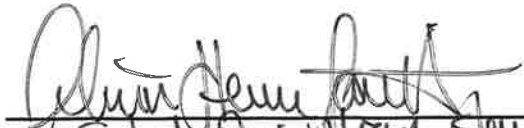
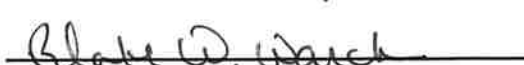
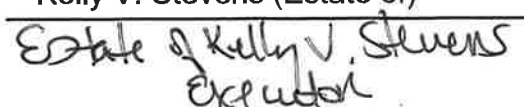
Water service is provided by Huntsville Utilities; however if the annexed land is already served by another water authority, the existing situation should be expected to continue until such time as development pressure or legal agreements between water authorities makes it feasible or possible for Huntsville Utilities to assume control of the water lines or extend new mains. The cost of main extensions usually are borne by the property owner.

Likewise, it has long been city policy to expand sanitary sewer service on a cost benefit basis. This policy applies to all land within the city regardless of its annexation date. In addition, the city has adopted a capital improvement plan to guide investment in infrastructure. In order for an area to be considered for road construction, drainage improvements, recreational or community facilities, new fire stations, or sanitary sewer extension, the area must be in the city and then must be prioritized according to need. Newly annexed land will be accorded the same consideration as other city lands.

Lastly, it is important to understand that those autonomous boards, agencies and utilities that have authority over the delivery of specific public services set their own policies and procedures.

* * * * *

I have read the above statement governing the delivery of city services to lands annexed into the city of Huntsville, and I agree to these conditions as they may pertain to any of my lands that are annexed.

Petitioner		Date	
For:	Alison Stevens Gavitt	As its:	
Petitioner		Date	
For:	Kelly V. Stevens (Estate of)	As its:	
			



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: 2025-504

Department: Planning

Subject:

Type of Action: Introduction

Introduction of an ordinance annexing 0.33 acres of land lying on the north of Zierdt Road and west of Arnett Street.

Ordinance No.

Does this item need to be published? Yes

If yes, please list preferred date(s) of publication: Ordinance - July 2, 2025

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: 108 Arnett Rd, Madison, AL 35756

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

Additional Comments:



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: TMP-5588

Department: Planning

Subject:

Type of Action: Introduction

Introduction of an ordinance annexing 0.33 acres of land lying on the north of Zierdt Road and west of Arnett Street.

Ordinance No.

Does this item need to be published? Yes

If yes, please list preferred date(s) of publication: Ordinance - July 2, 2025

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: 108 Arnett Rd, Madison, AL 35756

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

Additional Comments:

ORDINANCE NO. 25-

WHEREAS, Willie Watson, a married man, being the owner, as the term is defined by Section 11-42-20, Code of Alabama 1975, of all the property or territory hereinafter particularly described (which property or territory is hereinafter referred to as “the Property”), filed with the City Clerk of the City of Huntsville, Alabama, a signed and written petition requesting that the Property be annexed to the City of Huntsville, Alabama, which petition is on file with the City Clerk of the City of Huntsville, Alabama; and

WHEREAS, said petition contained the signature of the owner of the Property, and filed together with said petition was a map showing the relationship of the Property to the corporate limits of the City of Huntsville, Alabama, which map is attached hereto and incorporated herein by reference; and

WHEREAS, the Property is contiguous to the present city limits of the City of Huntsville, Alabama, and the Property does not lie within the corporate limits or police jurisdiction of any other municipality; and

WHEREAS, the City Council of the City of Huntsville, Alabama, has determined that it is necessary and proper and in the public interest that the Property be brought within the corporate limits of the City of Huntsville, Alabama, and has further determined that all legal requirements for annexing the Property have been met pursuant to Sections 11-42-20 through 11-42-24, Code of Alabama 1975.

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

1. That the City Council of the City of Huntsville, Alabama hereby finds that it is necessary and proper and in the public interest that the Property be brought within the corporate limits of the City of Huntsville, Alabama, and assents to the annexation of the Property to the City of Huntsville, Alabama;

2. That the corporate limits of the City of Huntsville, Alabama, be, and the same are hereby extended and rearranged so as to embrace and include the Property, which is particularly described as follows:

All that part of Section 03, Township 05 South, Range 02 West of the Huntsville Meridian, Madison County, Alabama more particularly described as commencing at a point located at the Southeast Corner of said Section 03; thence North 63 Degrees 58 Minutes 43 Seconds West 1451.89 feet to a point; said point is further described as the Point of Beginning; thence from the Point of Beginning, North 88 Degrees 18 Minutes 32 Seconds West 222.54 feet to a point; thence North 00 Degrees 00 Minutes 00 Seconds East 63.69 feet to a point; thence South 88 Degrees 18 Minutes 33 Seconds East 222.13 feet to a point; thence South 00 Degrees 21 Minutes 39 Seconds East 63.70 feet back to the Point of Beginning and containing 0.33 acres, more or less.

3. That this ordinance shall be published as provided by law, and become effective upon its publication as required by law.

4. That the Mayor and City Clerk of the City of Huntsville, Alabama, are hereby authorized, requested, and directed for and on behalf of the governing body of the City to file a description of the property or territory herein annexed in the Office of the Judge of Probate of Madison County, Alabama.

ADOPTED this the _____ day of _____, 2025.

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

APPROVED this the _____ day of _____, 2025.

Mayor of the City of Huntsville,
Alabama

STATE OF ALABAMA)
)
COUNTY OF MADISON)

**PETITION FOR ANNEXATION TO THE CITY OF
HUNTSVILLE, ALABAMA, PURSUANT TO SECTIONS 11-42-20 THROUGH
11-42-24 INCLUSIVE, CODE OF ALA. 1975 (AS AMENDED)**

TO: **The City Clerk of the City of Huntsville, Alabama, and the
City Council of the City of Huntsville, Alabama**

FROM: **Willie Watson, a married man (hereinafter referred to as “the
petitioner”)**

A. The Petitioner do hereby sign and file with the City Clerk of the City of Huntsville, Alabama, this written petition requesting that the real property or territory hereinafter described, which real property or territory is hereinafter referred to as “the Property”, be annexed to the City of Huntsville, Alabama, under the authority of and pursuant to Sections 11-42-20 through 11-42-24 of the Code of Alabama 1975; and in support thereof do hereby certify as follows:

1. That the Petitioner is the owner of the Property, as the term “owner” is defined by Section 11-42-20, Code of Alabama 1975.
2. That the Property is situated in **Madison County, Alabama**, and is accurately described on the attached Exhibit “A”, which exhibit is incorporated herein by reference.
3. That the Petitioner has the right and authority to make and file this petition for annexation.
4. That the Property is contiguous to the existing corporate limits of the City of Huntsville, Alabama.
5. That the Property does not lie within the corporate limits or police jurisdiction of any other municipality.
6. That the Petitioner has attached hereto as Exhibit “B”, which exhibit is incorporated herein by reference, and filed herewith a map of the Property showing its relationship to the corporate limits of the City of Huntsville, Alabama, which said map is further identified as being entitled "Arnett Property to be Annexed."

B. This petition may be signed in any number of counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same petition.

THE FOREGOING CONSIDERED, I, the Petitioner hereby petition and request that the City Council of the City of Huntsville, Alabama, adopt an ordinance assenting to the annexation of the Property to the City of Huntsville, Alabama, all in accordance with the statutes herein provided.

IN WITNESS WHEREOF, I, the undersigned Petitioner have hereunto subscribed my name as of the 29 day of MAY, 2025.

PETITIONER:

Signature: _____



Willie Watson

STATE OF Alabama)
)
COUNTY OF Madison)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Willie Watson, whose name is signed to the foregoing annexation petition and who are known to me, acknowledged before me on this date that, being informed of the contents of said petition, he executed the same voluntarily as of the day the same bears date.

Given under my hand and official seal of office, this the 29 day of May 2025.

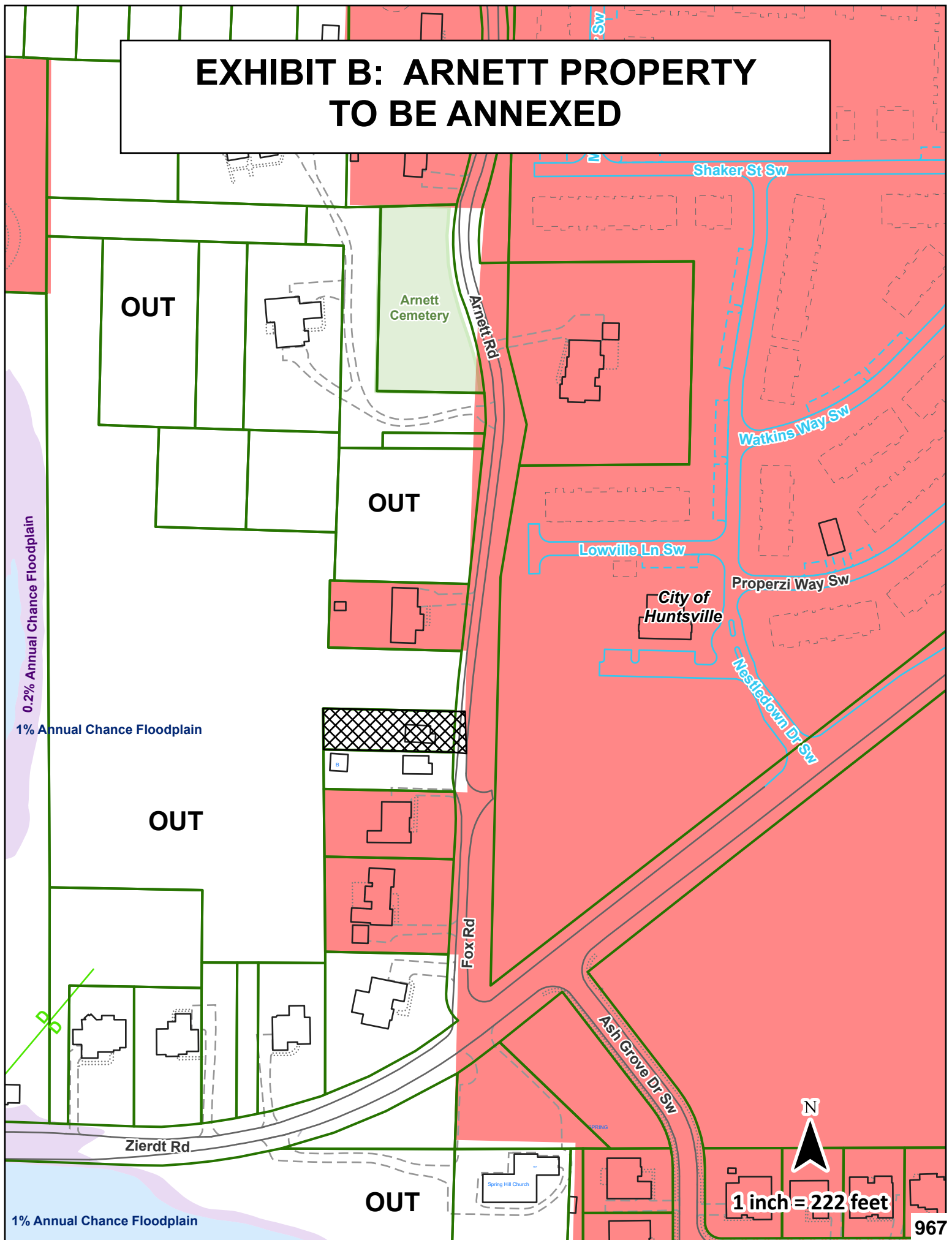
Lori Whisante (SEAL)
NOTARY PUBLIC



Exhibit "A"
(Legal Description of the Property)

All that part of Section 03, Township 05 South, Range 02 West of the Huntsville Meridian, Madison County, Alabama more particularly described as commencing at a point located at the Southeast Corner of said Section 03; thence North 63 Degrees 58 Minutes 43 Seconds West 1451.89 feet to a point; said point is further described as the Point of Beginning; thence from the Point of Beginning, North 88 Degrees 18 Minutes 32 Seconds West 222.54 feet to a point; thence North 00 Degrees 00 Minutes 00 Seconds East 63.69 feet to a point; thence South 88 Degrees 18 Minutes 33 Seconds East 222.13 feet to a point; thence South 00 Degrees 21 Minutes 39 Seconds East 63.70 feet back to the Point of Beginning and containing 0.33 acres, more or less.

**EXHIBIT B: ARNETT PROPERTY
TO BE ANNEXED**



ANNEXATION SUMMARY: ARNETT

May 7, 2025

PETITIONER: Willie Watson

LOCATION: On the north of Zierdt Road and west of Arnett Street
Township 5 South, Range 2 West, Section 03
108 Arnett Rd, Madison, AL 35756

ACREAGE: 0.32 acres

REASON FOR
REQUEST: City Services

ANNEXATION GUIDELINES: ARNETT

1. Annexations that would fill in or make more regular the existing corporate limits should be strongly encouraged.

WOULD CONTINUE ONGOING ANNEXATIONS IN THIS AREA

2. The remaining tax islands should be annexed when ownership changes and redevelopment occurs....

NOT A TAX ISLAND

3. Annexations of land in subdivisions....

NOT PART OF A SUBDIVISION

4. Corridors are discouraged....

NOT A CORRIDOR

5. Point-to-point annexations should be discouraged....

NOT A POINT-TO-POINT CONNECTION

6. Owners living on land expected to be annexed within the ninety-day period preceding a municipal election....

NO MUNICIPAL ELECTION AT TIME OF ANNEXATION

7. Land which is known to be contaminated should not be annexed until such danger has been mitigated.

NO KNOWN CONTAMINATION

8. The annexation of land that would contribute to the city's economic development through an increase in taxes....

RESIDENTIAL LAND

9. The city should require petitions for annexation referenda to satisfy additional conditions....

NOT A REFERENDA

10. City planners will explain to all annexation petitioners the policies under which services are provided.

CITY OWNED PROPERTY

**STATEMENT REGARDING
PROVISION OF CITY SERVICES TO NEWLY ANNEXED LANDS**

City services will be provided to all newly annexed lands according to the same policies that already govern in Huntsville. This means that Huntsville police and fire departments will respond to calls; garbage and trash will be collected by city sanitation; and school children will attend city rather than county schools. Transportation for students attending the city schools will be the responsibility of their parents. All applicable city ordinances will be enforced including the implementation of zoning regulations. Please note that the National agency that established the rating schedule for fire insurance premiums (ISO) assigns a higher rate to property that is over 5 road miles from their responding fire station and/or over 1000 feet from a fire hydrant.

Water service is provided by Huntsville Utilities; however if the annexed land is already served by another water authority, the existing situation should be expected to continue until such time as development pressure or legal agreements between water authorities makes it feasible or possible for Huntsville Utilities to assume control of the water lines or extend new mains. The cost of main extensions usually are borne by the property owner.

Likewise, it has long been city policy to expand sanitary sewer service on a cost benefit basis. This policy applies to all land within the city regardless of its annexation date. In addition, the city has adopted a capital improvement plan to guide investment in infrastructure. In order for an area to be considered for road construction, drainage improvements, recreational or community facilities, new fire stations, or sanitary sewer extension, the area must be in the city and then must be prioritized according to need. Newly annexed land will be accorded the same consideration as other city lands.

Lastly, it is important to understand that those autonomous boards, agencies and utilities that have authority over the delivery of specific public services set their own policies and procedures.

* * * * *

I have read the above statement governing the delivery of city services to lands annexed into the city of Huntsville, and I agree to these conditions as they may pertain to any of my lands that are annexed.

Petitioner  Date 4/3/25
Petitioner _____ Date _____



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: 2025-505

Department: Planning

Subject:

Type of Action: Introduction

Introduction of an ordinance annexing 6.40 acres of land lying on the west side of Segers Road and north of Hardiman Road.

Ordinance No.

Does this item need to be published? Yes

If yes, please list preferred date(s) of publication: Ordinance: July 2, 2025

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: Segers Rd, Madison, AL 35756

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

Additional Comments:



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: TMP-5594

Department: Planning

Subject:

Type of Action: Introduction

Introduction of an ordinance annexing 6.40 acres of land lying on the west side of Segers Road and north of Hardiman Road.

Ordinance No.

Does this item need to be published? Yes

If yes, please list preferred date(s) of publication: Ordinance: July 2, 2025

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: Segers Rd, Madison, AL 35756

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

Additional Comments:

ORDINANCE NO. 25-

WHEREAS, Greenbrier Enterprises, LLC, by Mark Russell McDonald, as its Manager, being the owners, as the term is defined by Section 11-42-20, Code of Alabama 1975, of all the property or territory hereinafter particularly described (which property or territory is hereinafter referred to as “the Property”), filed with the City Clerk of the City of Huntsville, Alabama, a signed and written petition requesting that the Property be annexed to the City of Huntsville, Alabama, which petition is on file with the City Clerk of the City of Huntsville, Alabama; and

WHEREAS, said petition contained the signatures of the owners of the Property, and filed together with said petition was a map showing the relationship of the Property to the corporate limits of the City of Huntsville, Alabama, which map is attached hereto and incorporated herein by reference; and

WHEREAS, the Property is contiguous to the present city limits of the City of Huntsville, Alabama, and the Property does not lie within the corporate limits or police jurisdiction of any other municipality; and

WHEREAS, the City Council of the City of Huntsville, Alabama, has determined that it is necessary and proper and in the public interest that the Property be brought within the corporate limits of the City of Huntsville, Alabama, and has further determined that all legal requirements for annexing the Property have been met pursuant to Sections 11-42-20 through 11-42-24, Code of Alabama 1975.

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

1. That the City Council of the City of Huntsville, Alabama hereby finds that it is necessary and proper and in the public interest that the Property be brought within the corporate limits of the City of Huntsville, Alabama, and assents to the annexation of the Property to the City of Huntsville, Alabama;

2. That the corporate limits of the City of Huntsville, Alabama, be, and the same are hereby extended and rearranged so as to embrace and include the Property, which is particularly described as follows:

A tract of land lying in Section 14, Township 4 South, Range 3 West of the Huntsville Meridian, Limestone County, Alabama, and being more particularly described as follows: Commencing at a railroad spike in Segers Road, said point being the center of the South boundary of said Section 14, thence from said railroad spike North 88 Degrees 41 Minutes 46 Seconds West a distance of 569.96 feet to 5/8 inch McElroy; thence North 00 Degrees 45 Minutes 03 Seconds East a distance of 546.07 feet to A 1/2 inch capped rebar stamped “Johnson Ca0193ls” And The Point of Beginning of the herein described tract; Thence from said Point of Beginning, South 88 Degrees 41 Minutes 00 Seconds East a distance of 542.93 feet to a 1/2 Rebar; Thence North 01 Degrees 19 Minutes 26 Seconds East a distance of 159.84 feet to a 1/2 inch Athens; Thence North 88 Degrees 40 Minutes 01 Seconds West a distance of 544.55 feet to a 1/2 Rebar; Thence South 00 Degrees 44 Minutes 42 Seconds West a distance of 160.00 feet to the Point of Beginning and containing 2.00± acres, more or less.

INCLUDING

A tract of land lying in Section 14, Township 4 South, Range 3 West of the Huntsville Meridian, Limestone County, Alabama, and being more particularly described as follows: Commencing at a railroad spike in Segers Road, said point being the center of the South Boundary of Said Section 14, thence from said railroad spike North 88 Degrees 41 Minutes 46 Seconds West a distance of 569.96 feet to 5/8 inch Mcelroy; Thence North 00 Degrees 45 Minutes 03 Seconds East a distance of 546.07 feet to a 1/2 inch Mcelroy; Thence North 00 Degrees 45 Minutes 07 Seconds East a distance of 160.00 feet to the Point of Beginning of the herein described tract; Thence from said Point of Beginning, North 88 Degrees 40 Minutes 01 Second West a distance of 120.05 feet to a Point; Thence North 00 Degrees 51 Minutes 01 Seconds East a distance of 513.80 feet to a Point; Thence South 88 Degrees 41 Minutes 53 Seconds East a distance of 393.93 feet to a 1/2 rebar; Thence South 00 Degrees 42 Minutes 58 Seconds West a distance of 295.03 To A 1/2 rebar; Thence North 86 Degrees 46 Minutes 18 Seconds West a distance of 4.83 feet to a 1/2 MSG; Thence South 00 Degrees 46 Minutes 55 Seconds West a distance of 179.01 feet to a 1/2 Mcelroy; Thence North 88 Degrees 42 Minutes 02 Seconds West a distance of 254.20 feet to a point; Thence South 00 Degrees 42 Minutes 24 Seconds West a distance of 40.00 feet to a point; Thence North 88 Degrees 38 Minutes 44 Seconds West a distance of 15.86 feet back to the Point of Beginning, and containing 4.40± acres, more or less.

3. That this ordinance shall be published as provided by law, and become effective upon its publication as required by law.

4. That the Mayor and City Clerk of the City of Huntsville, Alabama, are hereby authorized, requested, and directed for and on behalf of the governing body of the City to file a description of the property or territory herein annexed in the Office of the Judge of Probate of Limestone County, Alabama.

ADOPTED this the _____ day of _____, 2025.

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

APPROVED this the _____ day of _____, 2025.

Mayor of the City of Huntsville,
Alabama

STATE OF ALABAMA)
)
COUNTY OF MADISON)

**PETITION FOR ANNEXATION TO THE CITY OF
HUNTSVILLE, ALABAMA, PURSUANT TO SECTIONS 11-42-20 THROUGH
11-42-24 INCLUSIVE, CODE OF ALA. 1975 (AS AMENDED)**

TO: **The City Clerk of the City of Huntsville, Alabama, and the
City Council of the City of Huntsville, Alabama**

FROM: **Greenbrier Enterprises, LLC, by Mark Russell McDonald, as its
Manager (hereinafter referred to as “the petitioner”)**

A. The Petitioner do hereby sign and file with the City Clerk of the City of Huntsville, Alabama, this written petition requesting that the real property or territory hereinafter described, which real property or territory is hereinafter referred to as “the Property”, be annexed to the City of Huntsville, Alabama, under the authority of and pursuant to Sections 11-42-20 through 11-42-24 of the Code of Alabama 1975; and in support thereof do hereby certify as follows:

1. That the Petitioner is the owner of the Property, as the term “owner” is defined by Section 11-42-20, Code of Alabama 1975.
2. That the Property is situated in **Limestone County, Alabama**, and is accurately described on the attached Exhibit “A”, which exhibit is incorporated herein by reference.
3. That the Petitioner has the right and authority to make and file this petition for annexation.
4. That the Property is contiguous to the existing corporate limits of the City of Huntsville, Alabama.
5. That the Property does not lie within the corporate limits or police jurisdiction of any other municipality.
6. That the Petitioner has attached hereto as Exhibit “B”, which exhibit is incorporated herein by reference, and filed herewith a map of the Property showing its relationship to the corporate limits of the City of Huntsville, Alabama, which said map is further identified as being entitled "McDonald Property to be Annexed."

B. This petition may be signed in any number of counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same petition.

THE FOREGOING CONSIDERED, I, the Petitioner hereby petition and request that the City Council of the City of Huntsville, Alabama, adopt an ordinance assenting to the annexation of the Property to the City of Huntsville, Alabama, all in accordance with the statutes herein provided.

IN WITNESS WHEREOF, I, the undersigned Petitioner have hereunto subscribed my name as of the 3 day of June, 2025.

PETITIONER:
Greenbrier Enterprises, LLC

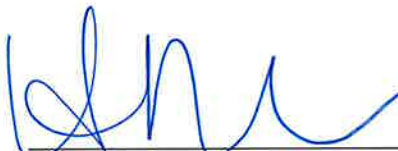
Signature: 
Mark Russell McDonald

As its: Manager

STATE OF Alabama)
)
COUNTY OF Madison)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Mark Russell McDonald, whose name is signed to the foregoing annexation petition and who are known to me, acknowledged before me on this date that, being informed of the contents of said petition, he executed the same voluntarily as of the day the same bears date.

Given under my hand and official seal of office, this the 3rd day of June, 2025.


_____(SEAL)
NOTARY PUBLIC

My notary expires on October 8, 2028



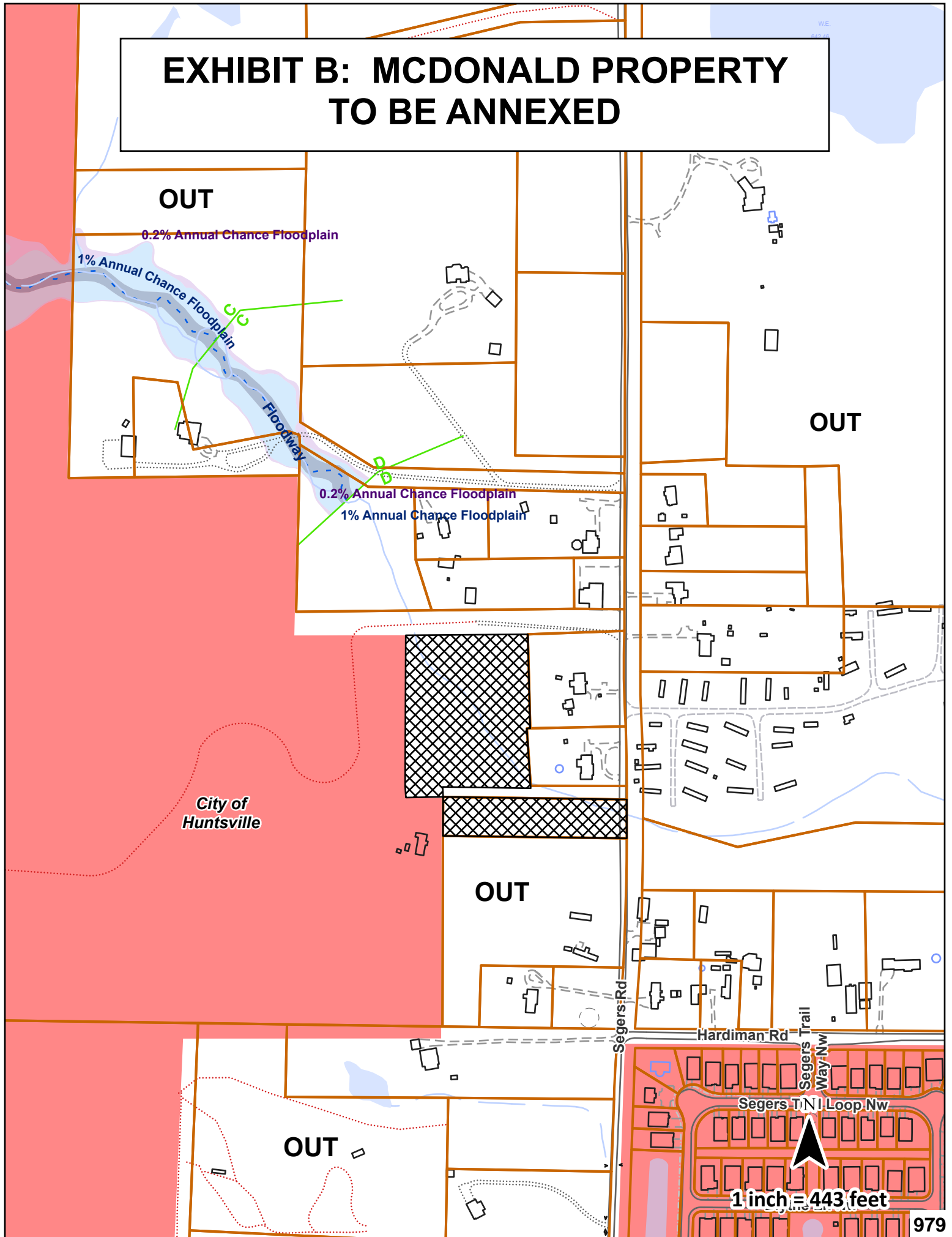
Exhibit "A"
(Legal Description of the Property)

A tract of land lying in Section 14, Township 4 South, Range 3 West of the Huntsville Meridian, Limestone County, Alabama, and being more particularly described as follows: Commencing at a railroad spike in Segers Road, said point being the center of the South boundary of said Section 14, thence from said railroad spike North 88 Degrees 41 Minutes 46 Seconds West a distance of 569.96 feet to 5/8 inch McElroy; thence North 00 Degrees 45 Minutes 03 Seconds East a distance of 546.07 feet to A 1/2 inch capped rebar stamped "Johnson Ca0193ls" And The Point of Beginning of the herein described tract; Thence from said Point of Beginning, South 88 Degrees 41 Minutes 00 Seconds East a distance of 542.93 feet to a 1/2 Rebar; Thence North 01 Degrees 19 Minutes 26 Seconds East a distance of 159.84 feet to a 1/2 inch Athens; Thence North 88 Degrees 40 Minutes 01 Seconds West a distance of 544.55 feet to a 1/2 Rebar; Thence South 00 Degrees 44 Minutes 42 Seconds West a distance of 160.00 feet to the Point of Beginning and containing 2.00± acres, more or less.

INCLUDING

A tract of land lying in Section 14, Township 4 South, Range 3 West of the Huntsville Meridian, Limestone County, Alabama, and being more particularly described as follows: Commencing at a railroad spike in Segers Road, said point being the center of the South Boundary of Said Section 14, thence from said railroad spike North 88 Degrees 41 Minutes 46 Seconds West a distance of 569.96 feet to 5/8 inch McElroy; Thence North 00 Degrees 45 Minutes 03 Seconds East a distance of 546.07 feet to a 1/2 inch McElroy; Thence North 00 Degrees 45 Minutes 07 Seconds East a distance of 160.00 feet to the Point of Beginning of the herein described tract; Thence from said Point of Beginning, North 88 Degrees 40 Minutes 01 Second West a distance of 120.05 feet to a Point; Thence North 00 Degrees 51 Minutes 01 Seconds East a distance of 513.80 feet to a Point; Thence South 88 Degrees 41 Minutes 53 Seconds East a distance of 393.93 feet to a 1/2 rebar; Thence South 00 Degrees 42 Minutes 58 Seconds West a distance of 295.03 To A 1/2 rebar; Thence North 86 Degrees 46 Minutes 18 Seconds West a distance of 4.83 feet to a 1/2 MSG; Thence South 00 Degrees 46 Minutes 55 Seconds West a distance of 179.01 feet to a 1/2 McElroy; Thence North 88 Degrees 42 Minutes 02 Seconds West a distance of 254.20 feet to a point; Thence South 00 Degrees 42 Minutes 24 Seconds West a distance of 40.00 feet to a point; Thence North 88 Degrees 38 Minutes 44 Seconds West a distance of 15.86 feet back to the Point of Beginning, and containing 4.40± acres, more or less.

EXHIBIT B: MCDONALD PROPERTY TO BE ANNEXED



ANNEXATION SUMMARY: MCDONALD

May 22, 2025

PETITIONER: Greenbrier Enterprises, LLC, by Mark Russell McDonald, as its
Manager

LOCATION: On the west side of Segers Road and north of Hardiman Road

Township 4 South, Range 3 West, Section 4

Segers Rd, Madison, AL 35756

ACREAGE: 6.40 acres

REASON FOR
REQUEST: City Services

ANNEXATION GUIDELINES: MCDONALD

1. Annexations that would fill in or make more regular the existing corporate limits should be strongly encouraged.

WOULD CONTINUE ONGOING ANNEXATIONS IN THIS AREA

2. The remaining tax islands should be annexed when ownership changes and redevelopment occurs....

NOT A TAX ISLAND

3. Annexations of land in subdivisions....

NOT PART OF A SUBDIVISION

4. Corridors are discouraged....

NOT A CORRIDOR

5. Point-to-point annexations should be discouraged....

NOT A POINT-TO-POINT CONNECTION

6. Owners living on land expected to be annexed within the ninety-day period preceding a municipal election....

NO MUNICIPAL ELECTION AT TIME OF ANNEXATION

7. Land which is known to be contaminated should not be annexed until such danger has been mitigated.

NO KNOWN CONTAMINATION

8. The annexation of land that would contribute to the city's economic development through an increase in taxes....

INDUSTRIAL LAND

9. The city should require petitions for annexation referenda to satisfy additional conditions....

NOT A REFERENDA

10. City planners will explain to all annexation petitioners the policies under which services are provided.

CITY OWNED PROPERTY

**STATEMENT REGARDING
PROVISION OF CITY SERVICES TO NEWLY ANNEXED LANDS**

City services will be provided to all newly annexed lands according to the same policies that already govern in Huntsville. This means that Huntsville police and fire departments will respond to calls; garbage and trash will be collected by city sanitation; and school children will attend city rather than county schools. Transportation for students attending the city schools will be the responsibility of their parents. All applicable city ordinances will be enforced including the implementation of zoning regulations. Please note that the National agency that established the rating schedule for fire insurance premiums (ISO) assigns a higher rate to property that is over 5 road miles from their responding fire station and/or over 1000 feet from a fire hydrant.

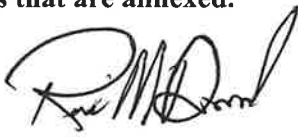
Water service is provided by Huntsville Utilities; however if the annexed land is already served by another water authority, the existing situation should be expected to continue until such time as development pressure or legal agreements between water authorities makes it feasible or possible for Huntsville Utilities to assume control of the water lines or extend new mains. The cost of main extensions usually are borne by the property owner.

Likewise, it has long been city policy to expand sanitary sewer service on a cost benefit basis. This policy applies to all land within the city regardless of its annexation date. In addition, the city has adopted a capital improvement plan to guide investment in infrastructure. In order for an area to be considered for road construction, drainage improvements, recreational or community facilities, new fire stations, or sanitary sewer extension, the area must be in the city and then must be prioritized according to need. Newly annexed land will be accorded the same consideration as other city lands.

Lastly, it is important to understand that those autonomous boards, agencies and utilities that have authority over the delivery of specific public services set their own policies and procedures.

* * * * *

I have read the above statement governing the delivery of city services to lands annexed into the city of Huntsville, and I agree to these conditions as they may pertain to any of my lands that are annexed.

Petitioner <u></u>	Date <u>5/22/25</u>
For: <u>GREENBRIER ENTERPRISES LLC</u>	As its: <u>MANAGER</u>
Petitioner _____	Date _____
For: _____	As its: _____