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

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

CITY COUNCIL CHAMBERS **5:30 PM** **Thursday, October 23, 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 John Meredith

3. APPROVAL OF THE AGENDA

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

a. **2025-967** Minutes of the Regular Meeting of the City Council held on October 9, 2025. (Minutes Received)

5. MAYOR: SPECIAL RECOGNITIONS

a. **2025-968** Proclamation recognizing October as Cybersecurity Awareness Month.

Sponsors: Administration

6. COUNCIL: SPECIAL RECOGNITIONS AND RESOLUTIONS

Special Recognitions

Resolutions for Approval and Presentation

a. **2025-969** Resolution Honoring Second Chance Deliverance & Restoration Ministries, Inc., as it celebrates its 20th Anniversary of Service to the Huntsville Community.
Resolution No. 25-826

Sponsors: Watkins

Attachments: Resolution Second Chance Ministries 102325.pdf

b. **2025-970** Resolution recognizing Edward Buckbee for his exemplary leadership in space exploration and museum education in the City of Huntsville and offering tribute to his 89th birthday, celebrated on September 15, 2025.
Resolution No. 25-827

Sponsors: Little

Attachments: Edward Buckbee.pdf

Resolutions for Approval Only

7. ANNOUNCEMENTS AND PRESENTATIONS

a. **2025-971** Community Health Care Announcement by UAH College of Nursing.

Sponsors: Kling

8. MATTERS WITH OUTSIDE LEGAL REPRESENTATIVE

9. PUBLIC HEARINGS TO BE HELD

a. **2025-972** Public Hearing in order to hear, consider, and act upon all objections or protests, if any, for removal of a public nuisance at 2605 Leeman Ferry Rd. SW, Huntsville, AL; and consideration of Resolution ordering abatement of a nuisance located at the same property (Set on October 9, 2025, Regular Council Meeting)
Resolution No. 25-828

Sponsors: Community Development

Attachments: 2605 Leeman Ferry Rd Sw JPN 2nd Res 10-23-2025.pdf

10. PUBLIC HEARINGS TO BE SET

a. **2025-973** Resolution to declare a public nuisance located at 2107 Southline Drive NW, Huntsville, AL; and to set the date for when objections will be heard. (Set for November 6, 2025, Regular Council Meeting)
Resolution No. 25-829

Sponsors: Community Development

Attachments: 2107 Southline Dr NW JPN 1st Res 10-23-2025.pdf

b. **2025-974** Resolution to set a public hearing for suspension of licensure for confidential tax related case number 411. (Set for November 6, 2025, Regular Council Meeting)
Resolution No. 25-830

Sponsors: Finance

Attachments: 411_31931_Suspension_Resolution Set Hearing Complete.pdf

c. **2025-975** Resolution to set a public hearing for suspension of licensure for confidential tax related case number 412. (Set for November 6, 2025, Regular Council Meeting)
Resolution No. 25-831

Sponsors: Finance

Attachments: 412_66038_Suspension_Resolution Set Hearing Complete.pdf

d. **2025-976** Resolution authorizing the Mayor to set a hearing for Kymberly Alverson d/b/a Nooga Shuttles, LLC, for the operation of two (2) airport shuttles. (Set for November 6, 2025, Regular Council Meeting)
Resolution No. 25-832

Sponsors: Parking/Public Transit

Attachments: NOOGA PACKET.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 Michelle Watkins

Councilmember Bill Kling

Councilmember David Little

Councilmember John Meredith

Councilmember Jennie Robinson

14. FINANCE COMMITTEE REPORT

a. **2025-977** Resolution authorizing expenditures for payment.
Resolution No. 25-833

Sponsors: Finance Committee

Attachments: Expenditures - Complete

b. 2025-978 Ordinance approving appropriations, goods, or services for District 2 Council Improvement Funds.
Ordinance No. 25-834

Sponsors: City Council

Attachments: District 2 Council Improvement_Complete.pdf

c. 2025-979 Ordinance approving appropriations, goods, or services for District 3 Council Improvement Funds.
Ordinance No. 25-835

Sponsors: City Council

Attachments: District 3 Council Improvement_Complete.pdf

d. 2025-980 Ordinance approving appropriations, goods, or services for District 4 Council Improvement Funds.
Ordinance No. 25-836

Sponsors: City Council

Attachments: District 4 Council Improvement_Complete.pdf

e. 2025-981 Ordinance approving appropriations, goods, or services for District 5 Council Improvement Funds.
Ordinance No. 25-837

Sponsors: City Council

Attachments: District 5 Council Improvement_Complete.pdf

15. BOARD APPOINTMENTS TO BE VOTED ON

a. 2025-982 Resolution to reappoint Kelsey Smith to the Huntsville Ice Skating Complex Board of Control, Position 5 (his current seat), for a three (3) year term to expire November 21, 2028. (Nominated October 9, 2025, Regular Council Meeting)
Resolution No. 25-795

Sponsors: Robinson

Attachments: Ice Plex Reappointment KS.pdf

b. 2025-983 Resolution to reappoint Kristin Wilson to the Huntsville Tennis Center Board of Control, Place 4 (her current seat), for a three (3) year term to expire November 28, 2028. (Nominated on October 9, 2025, Regular Council Meeting)
Resolution No. 25-796

Sponsors: Kling

Attachments: Tennis Board Reappointment KW.pdf

c. **2025-984** Resolution to reappoint Harold Weatherly to the Huntsville Tennis Center Board of Control, Place 1 (his current seat), for a three (3) year term to expire November 28, 2028. (Nominated on October 9, 2025, Regular Council Meeting)
Resolution No. 25-797

Sponsors: Watkins

Attachments: Tennis Reappointment HW.pdf

d. **2025-985** Resolution to reappoint Thomas Holliday to the Huntsville Ice Skating Complex Board of Control, Position 1 (his current seat), for a three (3) year term to expire November 21, 2028. (Nominated on October 9, 2025, Regular Council Meeting)
Resolution No. 25-838

Sponsors: Kling

Attachments: Ice Plex Reappointment TH .pdf

e. **2025-986** Resolution to reappoint Loyd H. Little to the Special Care Facilities Financing Authority - Redstone Village to his current seat for a six (6) year term to expire November 10, 2031. (Nominated on October 9, 2025, Regular Council Meeting)
Resolution No. 25-839

Sponsors: Meredith

Attachments: L. Little Reappointment Redstone Village.pdf

f. **2025-987** Resolution to reappoint Cindy Griner to the Burritt Memorial Committee, Place 10 (her current seat), for a three (3) year term to expire October 1, 2028. (Nominated on October 9, 2025, Regular Council Meeting)
Resolution No. 25-840

Sponsors: Meredith

Attachments: Burritt Griner.pdf

16. BOARD APPOINTMENT NOMINATIONS

a. **2025-988** Nomination to appoint Ray White to Wellstone, Inc., Place 7, to fill a vacancy due to the passing of Sidney White, for the remainder of a vacant six (6) year term to expire on April 1, 2029.
Resolution No. 25-841

Sponsors: Robinson

Attachments: Wellstone Appointment RW.pdf

17. HUNTSVILLE UTILITIES ITEMS

18. LEGAL DEPARTMENT ITEMS/TRANSACTIONS

Vacation of Easements

Vacation of Rights-of-Way

Deeds of Acceptance

19. UNFINISHED BUSINESS ITEMS FOR ACTION

a. **2025-989** Ordinance annexing 4.91 acres of land lying on the east side of Hillcrest Avenue NW and north of US Hwy 72 W. (Introduced October 9, 2025, Regular Council Meeting)
Ordinance No. 25-824

Sponsors: Planning

Attachments: Schreiner Annexation Complete

b. **2025-990** Ordinance to declare property as surplus and authorizing and directing its conveyance to The Land Trust of North Alabama, Inc. (Introduced on October 9, 2025, Regular Council Meeting)
Ordinance No. 25-825

Sponsors: Urban Development

Attachments: Land Trust Suprlus Property Conveyance Complete.pdf

20. NEW BUSINESS ITEMS FOR CONSIDERATION OR ACTION

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

a. **2025-991** Resolution authorizing travel expenses.
Resolution No. 25-842

Sponsors: Finance

Attachments: Travel_Resolution_Complete.pdf

b. **2025-992** 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. 25-843

Sponsors: Finance

Attachments: Resolution_Procurement_Complete.pdf

c. **2025-993** Resolution authorizing the Mayor to enter into Agreement with International Data Base Corp., d/b/a Bidnet Direct, for the provision of web-based bid solicitation software.
Resolution No. 25-844

Sponsors: Finance

Attachments: Bidnet Direct - Complete.pdf

d. **2025-994** Resolution authorizing the Mayor to enter into Agreement between the City of Huntsville, Alabama, and Family Services Center, Inc., acting as a Community Housing Development Organization, for the use of Home Investment Partnerships (HOME) program funds to construct affordable housing at 6204 Olson Street NW.
Resolution No. 25-846

Sponsors: Community Development

Attachments: 6204 Olson St NW Resolution Packet.pdf

e. **2025-995** Resolution authorizing the Mayor to enter into a Contract between the City of Huntsville, Alabama, and low bidder Grayson Carter & Son Contracting, Inc., for Tennessee River Greenway, Phase III, Project No. 71-23-WP04.
Resolution No. 25-847

Sponsors: Engineering

Attachments: Tennessee River Greenway, Ph III complete.pdf

f. **2025-996** Resolution authorizing the acceptance of a Utility and Drainage Easement for certain property located in Lot 2, Brockway Place Phase 3.
Resolution No. 25-848

Sponsors: Engineering

Attachments: Brockway Place U&D Easement Acceptance Complete.pdf

g. **2025-997** Resolution authorizing the Mayor to enter into a Memorandum of Understanding between the City of Huntsville and the Huntsville-Madison County Rescue Squad.
Resolution No. 25-849

Sponsors: Fire and Rescue

Attachments: COMPLETE MOU RESCUE SQUAD

h. **2025-998** Resolution authorizing the Mayor to execute Change Order No.1 to the Contract between the City of Huntsville and Wallace Construction for the construction of the John Hunt Park Street Signs at Various Locations.
Resolution No. 25-850

Sponsors: General Services

Attachments: Complete Wallace Construction JHP Signs.pdf

i. **2025-999** Resolution authorizing the Mayor to enter into a License Agreement between the City of Huntsville and the Huntsville Housing Authority for property located at 2900 Fairbanks Street also known as the Cavalry Hill Center.
Resolution No. 25-851

Sponsors: General Services

Attachments: HHA Cavalry Hill License Agr Complete.pdf

j. **2025-1000** Resolution to adjust the salaries of employees in a certain positions in assigned department.
Resolution No. 25-852

Sponsors: Human Resources

Attachments: Complete TMP-6128.pdf

k. **2025-1001** Resolution authorizing the City Clerk to invoke Synovus Bank Letter of Credit No. 16531488769 for Spragins Cove Subdivision.
Resolution No. 25-853

Sponsors: Legal

Attachments: Spragins Cove LOC Complete.pdf

l. **2025-1002** Resolution authorizing the City Attorney to seek a forfeiture of the surety bond (Bond No. 7901120117) issued by Nationwide Mutual Insurance Company.
Resolution No. 25-854

Sponsors: Legal

Attachments: Nationwide Mutual Ins. Bond No. 7901120117 (409a). complete.pc

m. **2025-1003** Resolution authorizing the City Attorney to seek a forfeiture of the surety bond issued by Auto-Owners Insurance Company.
Resolution No. 25-855

Sponsors: Legal

Attachments: Auto-Owners Insurance Company (410) complete.pdf

n. **2025-1004** Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and Marsh & McLennan Agency, LLC, for insurance on a parcel of land 500 Church Street.
Resolution No. 25-856

Sponsors: Parking/Public Transit

Attachments: MARSH & MCLENNAN2026PACKET.pdf

o. **2025-1006** Resolution authorizing the Mayor to sign the plat entitled "Arbours at Moores Mill Lot 1A Boundary Plat".
Resolution No. 25-857

Sponsors: Planning

p. **2025-1007** Resolution authorizing the Mayor to sign the plat entitled "Huntsville North Village".
Resolution No. 25-858

Sponsors: Planning

Attachments: Huntsville North Village Plat COMPLETE.pdf

q. **2025-1008** Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Diana Crawford.
Resolution No. 25-859

Sponsors: Police

Attachments: Complete File- Crawford Oct 2025.pdf

r. **2025-1009** Resolution authorizing the City of Huntsville to acquire and/or condemn certain parcels of property, easements, and temporary construction easements, for the Swancott Road Improvements Project.
Resolution No. 25-860

Sponsors: Urban Development

Attachments: Swancott Rd Improvements Cond Complete.pdf

s. **2025-1010** Resolution authorizing the City of Huntsville to acquire and/or condemn certain parcels of property, easements, and temporary construction easements, for the Boeing Boulevard Extension Project.
Resolution No. 25-861

Sponsors: Urban Development

Attachments: Boeing Blvd Extension Project Cond Complete.pdf

t. 2025-1011 Resolution authorizing the Mayor to execute First Amendment to Ground Lease Agreement between the City of Huntsville and Clinton Row Partners, LLC.
Resolution No. 25-862

Sponsors: Urban Development

Attachments: Clinton Row Partners Lease Agr Complete.pdf

u. 2025-1012 Resolution authorizing the Mayor to enter into a Contract between the City of Huntsville, Alabama and the low bidder, Mark Johnson Construction, L.L.C., for Periodic Bid for Sanitary Sewer Operations-2025, Project No. 71-25-SP30.
Resolution No. 25-863

Sponsors: Water Pollution

Attachments: Periodic Bid Sanitary Sewer Operations-2025 complete.pdf

21. NEW BUSINESS ITEMS FOR INTRODUCTION

a. 2025-1013 Introduction of an Ordinance naming the new Arboretum at John Hunt Park the "Joy McKee Arboretum."
Ordinance No. 25-864

Sponsors: Kling

Attachments: Joy McKee Arboretum Complete.pdf

b. 2025-1014 Introduction of an Ordinance concerning a Rights-of-Way Use Agreement between the City of Huntsville and Fiber Utility Network, Inc., d/b/a Alabama Fiber Network, Inc.
Ordinance No. 25-865

Sponsors: Legal

Attachments: Fiber Utility Network Complete.pdf

c. 2025-966 Introduction of an Ordinance annexing 4.65 acres of land lying on the south side of Hwy 72 E and east of Shields Road.
Ordinance No. 25-866

Sponsors: Planning

Attachments: Hwy 72 E 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 the 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. CITY COUNCIL COMMITTEE ELECTIONS

a. 2025-961 A member of the Council shall be elected by the Council to serve as its representative to the Metropolitan Planning Organization. (Postponed on October 9, 2025, Regular Council Meeting)

Sponsors: City Council

b. 2025-962 A member of the Council shall be elected by the Council to serve as its representative to the City of Huntsville Planning Commission. (Postponed on October 9, 2025, Regular Council Meeting)

Sponsors: City Council

c. 2025-963 A member of the Council shall be elected by the Council to serve as its representative to the Research Park Board. (Postponed on October 9, 2025, Regular Council Meeting)

Sponsors: City Council

d. 2025-964 A member of the Council shall be elected by the Council to serve as its representative to the Historic Preservation Commission. (Postponed on October 9, 2025, Regular Council Meeting)

Sponsors: City Council

COUNCIL PRESIDENT APPOINTMENT AND ASSIGNMENTS

a. 2025-956 Top of Alabama Regional Council of Governments. (2 - appointments) (Postponed on October 9, 2025, Regular Council Meeting)

Sponsors: City Council

b. 2025-957 Community Action Partnership Huntsville/Madison & Limestone Counties, Inc. (1 - appointment) (Postponed on October 9, 2025, Regular Council Meeting)

Sponsors: City Council

c. 2025-958 City of Huntsville Insurance Committee. (2 - appointments) (Postponed on October 9, 2025, Regular Council Meeting)

Sponsors: City Council

d. 2025-959 Advisory Commission on Accessibility. (1 - appointment) (Postponed on October 9, 2025, Regular Council Meeting)

Sponsors: City Council

e. 2025-960 Chairperson of the Finance Committee and one (1) other member of the Council as Vice Chairperson of the Finance Committee. (Postponed on October 9, 2025, Regular Council Meeting)

Sponsors: City Council

24. ADJOURNMENT

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305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** 2025-967

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** 2025-968

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** 2025-969

Department: City Council

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

Resolution Honoring Second Chance Deliverance & Restoration Ministries, Inc. as it celebrates its 20th Anniversary of Service to the Huntsville Community.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:
N/A

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** TMP-5979

Department: City Council

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

Resolution Honoring Second Chance Deliverance & Restoration Ministries, Inc. as it celebrates its 20th Anniversary of Service to the Huntsville Community.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:
N/A

RESOLUTION 25-

WHEREAS, the City Council and the Mayor of Huntsville, Alabama, wish to recognize and honor Second Chance Deliverance & Restoration Ministries, Inc. on its 20th anniversary of steadfast commitment to the community; and

WHEREAS, Second Chance Deliverance & Restoration Ministries, Inc. was founded in Huntsville, Alabama in August 2005 by Minister Leo Robinson, and is commemorating 20 years of service to the community as a 501(c)(3) nonprofit organization and approved charity for the Combined Federal Campaign (CFC Code 93742), governed by a board of directors consisting of Minister Christopher Blanding, Dr. O. Wendell Davis, Dr. Willie Hinton, Sr., and Mrs. Donna Robinson; and

WHEREAS, the stated purpose of Second Chance Deliverance & Restoration Ministries, Inc. is to empower individuals to overcome the challenges of negative influences and create positive change within themselves and their communities through mentoring and outreach; and

WHEREAS, the organization has remained steadfast in its mission to share the life-changing love and forgiveness of Jesus Christ through service and outreach, while demonstrating an unwavering dedication to improving the lives of others; and

WHEREAS, for more than twenty years, Second Chance Deliverance & Restoration Ministries, Inc. has advanced the well-being of Huntsville and Madison County through impactful community initiatives, including hosting an Annual Children's Coat Drive that has provided warmth to students at McDonnell, Martin Luther King, and Rolling Hills Elementary Schools, as well as the Dr. Richard Showers, Sr. Recreation Center and formerly Lakewood Elementary School and the Seminole Drive Boys & Girls Club; organizing an Annual Food Drive to assist the elderly, the homeless, and to sustain the McDonnell Elementary School food pantry; and presenting the Love of Music Awards Gala, which celebrates individuals and groups for their musical contributions while also awarding scholarships to academically gifted and deserving students pursuing higher education**;** and

WHEREAS, in June 2012, Second Chance Deliverance & Restoration Ministries, Inc. established a partnership with Union Chapel Institute of Biblical Studies to fully fund the Barber Skills Training class/ministry, which trained sixteen men and women in the barbering profession and enabled two to achieve their Master Barber certifications in January 2014, thereby advancing entrepreneurship and economic empowerment; and

WHEREAS, Minister Leo Robinson, Founder and President, was recognized in 2024 as one of Redstone Federal Credit Union's *Community Champions* for his service and commitment to the betterment of mankind, further affirming the impact of the ministry's vision and leadership; and

WHEREAS, the 20th Anniversary of Second Chance Deliverance & Restoration Ministries, Inc. marks a milestone of service, faith, and leadership that has blessed and uplifted countless individuals and families.

NOW, THEREFORE, BE IT RESOLVED, that the City Council and the Mayor of Huntsville hereby recognize and honor Second Chance Deliverance & Restoration Ministries, Inc. on the occasion of its 20th Anniversary, commending its faithful service, steadfast leadership, and tireless outreach that have empowered individuals, strengthened families, and uplifted communities, and extend deepest appreciation for its enduring contributions to Huntsville, Madison County, and beyond.

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

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** 2025-970

Department: City Council

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

Resolution recognizing Edward Buckbee for his exemplary leadership in space exploration and museum education in the City of Huntsville and offering tribute to his 89th birthday, celebrated on September 15th, 2025.

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 the Mayor of Huntsville, Alabama, wish to honor Edward Buckbee in recognition of his exemplary leadership in space exploration and museum education in the City of Huntsville and offer tribute to his 89th birthday, which was celebrated on September 15th, 2025; and

WHEREAS, born on September 15th, 1936, Edward Buckbee, an author, lecturer, space expert, and director emeritus, has been a pillar of the U.S. space program since 1959, when he began his NASA career, coinciding with the selection of America's first Mercury astronauts; and

WHEREAS, in 1961, he began working for the newly formed Marshall Space Flight Center as a NASA Public Affairs Officer, where he worked with astronauts from the Mercury, Gemini, and Apollo space programs; and

WHEREAS, as a significant leader in museum education in Huntsville, in 1970, Edward Buckbee was elected by Wernher von Braun to be the first director of the U.S. Space and Rocket Center, the world's largest space museum; and

WHEREAS, before retiring in 1994, Edward Buckbee, in pursuit of bringing Wernher von Braun's vision to life, founded the enormously successful U.S. Space Camp in 1982 and Aviation Challenge in 1990, which contributed to an induction into the Space Camp Hall of Fame in 2007; and

WHEREAS, in retirement, Edward Buckbee continues to impact the community by organizing and hosting numerous space anniversary events that honor astronauts, including John Glenn, Alan Shepherd, Alan Bean, and Gene Cernan, as well as significant space programs, such as the 30th anniversary celebration of America's first space station, Skylab.

NOW, THEREFORE, BE IT RESOLVED, that the City Council and the Mayor of the City of Huntsville hereby formally recognize Edward Buckbee for his extraordinary contributions to space exploration and museum education. His achievements have made a lasting impact on the City of Huntsville, ensuring his legacy will long be remembered and admired.

ADOPTED and **PRESENTED** on this the **23rd** day of **October, 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

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** 2025-971

Department: City Council

Subject: **Type of Action:** Presentation

Community Health Care Announcement by UAH College of Nursing

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

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** 2025-972

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 public nuisance at 2605 Leeman Ferry Rd Sw, Huntsville, AL, and consideration of Resolution ordering abatement of a nuisance located at the same property (Set on October 9, 2025, Regular Council Meeting)

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: 2605 Leeman Ferry Rd Sw, 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 2605 Leeman Ferry Rd Sw, and Resolution to abate said nuisance.

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** TMP-6136

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 public nuisance at 2605 Leeman Ferry Rd Sw, Huntsville, AL, and consideration of Resolution ordering abatement of a nuisance located at the same property (Set on October 9, 2025, Regular Council Meeting)

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: 2605 Leeman Ferry Rd Sw, 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 2605 Leeman Ferry Rd Sw, and Resolution to abate said nuisance.

RESOLUTION NO. 25-

WHEREAS, the City Council of the City of Huntsville, Alabama, on October 9, 2025, adopted Resolution No. 2025-915 declaring the conditions existing upon and/or in front of the property at 2605 Leeman Ferry Rd Sw, Huntsville, AL, 35801, more particularly described as follows to-wit: SEC 11 T4S R1W PT OF THE NE1/4 OF SEC 11 DESC AS COM AT THE W MAR OF LEEMAN FERRY RD & THE S MAR OF BOB WALLACE AVE TH S 225 FT TO THE POB TH CONT S 123 FT TH N 86 DEG W 200 FT TH N 123 FT TH ELY TO THE POB, 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 23rd, day of October, 2025; and

WHEREAS, 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 23rd day of October, 2025.

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

APPROVED this the 23rd day of October, 2025.

_____
Mayor
of the City of Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** 2025-973

Department: Community Development

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

Resolution to declare a public nuisance located at 2107 Southline Drive NW, Huntsville, AL and to set the date for when objections will be heard (Set for November 6, 2025, Regular Council Meeting)

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: 2107 Southline Drive NW
District: District 1 ☒ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
This resolution declares a junk public nuisance at 2107 Southline Drive NW and sets the date for a public hearing when comments can be made.

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** TMP-6145

Department: Community Development

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

Resolution to declare a public nuisance located at 2107 Southline Drive NW, Huntsville, AL and to set the date for when objections will be heard (Set for November 6, 2025, Regular Council Meeting)

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: 2107 Southline Drive NW
District: District 1 ☒ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
This resolution declares a junk public nuisance at 2107 Southline Drive NW and sets the date for a public hearing when comments can be made.

RESOLUTION NO. 25-

WHEREAS, the Manager of Community Development of the City of Huntsville, Alabama ("Director") has reported in a Report and Affidavit, a copy of which is attached hereto and incorporated herein by reference, that upon and/or in front of the property situated at 2107 Southline Dr Nw, Huntsville, AL, 35810, there exists certain conditions as those enumerated in Acts 1971 , Reg. Sess., No. 71-1320, p. 2269, §2, which constitutes a public nuisance; and

WHEREAS, the Report and Affidavit of the Manager proves to the satisfaction of the City Council that the conditions that exist upon and/or in front of the referenced property constitute a public nuisance in accordance with Acts 1971, Reg. Sess., No. 71-1320, p. 2269.

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

1. That, in accordance with Acts 1971, Reg. Sess., No. 71-1320, p. 2269, the conditions as described in the Manager's Report and Affidavit existing upon and/or in front of the property at 2107 Southline Dr Nw, Huntsville, AL, 35810, more particularly described as follows wit: LOT 13 BL 3 MT CHARRON EST 4TH ADD, are found and hereby declared to be a public nuisance, which must be abated by the removal of said public nuisance.

2. That a meeting of the City Council shall be held at 5:30 pm, on 6th day of November, 2025, in the City Council Chambers in the Municipal Building of the City of Huntsville, Alabama, in order to hear and consider all objections or protests, if any, to the proposed removal of said nuisance.

3. Community Development is hereby appointed to cause to be conspicuously posted in front of the property on which or in front of which the aforesaid nuisance exists, at not more than 100 feet in distance apart, but not less than two in all, notices headed, "Notice to Remove Public Nuisance", such heading to be in words not less than 1 inch in height and substantially in the following form:

NOTICE TO REMOVE PUBLIC NUISANCE

> Notice is hereby given that on the 23rd day of October, 2025, the City Council of the City of Huntsville, Alabama, passed a resolution declaring that a public nuisance exists upon or in front of the property at 2107 Southline Dr Nw, Huntsville, AL, 35810 in said City of Huntsville, Alabama, and more particularly described in said resolution, and that the same constitutes a public nuisance, which must be abated by the removal of said public nuisance, otherwise they will be removed and the nuisance will be abated by the municipal authorities, in which case the cost of such removal shall be assessed upon the lots and lands from which and/or in front of which such public nuisance is removed, and such cost will constitute a lien upon such lots or lands until paid. Reference is hereby made to said resolution for other particulars.

RESOLUTION NO. 25- (Cont'd)

All property owners having any objections to the proposed removal of said public nuisance are hereby notified to attend a meeting of the City Council of the City of Huntsville, Alabama, to be held at 5:30 pm, on 6th day of November, 2025, in the City Council Chambers in the Municipal Building of the City of Huntsville, Alabama, when their objections will be heard and given due consideration.

Dated this the 23rd day of October, 2025.

City of Huntsville, Alabama

_____

By: Scott Erwin
Manager, Community Development
of the City of Huntsville, Alabama
Phone: (256) 427-5400

4. That the said notice shall be posted at least five days prior to the time set therein for hearing objections by the City Council of the City of Huntsville, Alabama. In addition, Community Development, is hereby ordered to mail a copy of said notice to the owner(s) of the property at least five days before the meeting at which objections will be heard, such notice to be mailed to the person last assessing the property for taxes according to the records of the Madison County Tax Assessor as well as to the current owner(s) of record according to the Madison County Probate Records if different than the owner(s) last assessed.

ADOPTED this the 23rd day of October, 2025.

_____

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

APPROVED this the 23rd day of October, 2025.

_____

Mayor
of the City of Huntsville, Alabama

REPORT AND AFFIDAVIT
COMMUNITY DEVELOPMENT DIVISION
CITY OF HUNTSVILLE, ALABAMA

TO: THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, ALABAMA
DATE: October 3, 2025
RE: Public Nuisance

Before me, the undersigned, a notary in and for said County in said State, personally appeared Scott Erwin, who, after being by me duly sworn, deposes and says on oath as follows:

1. My name is Scott Erwin. My business address is 305 Fountain Cir, Third Floor, Huntsville, Alabama 35801. I am over the age of nineteen (19) years and am competent to make this affidavit. I have personal knowledge of the matters set out herein.

2. My current title is Manager of the Community Development Division of the City of Huntsville, Alabama ("City").

3. Upon and/or in front of the following described property within the city limits of Huntsville at 2107 Southline Dr Nw, Huntsville, AL, 35810 more particularly described as follows to-wit: LOT 13 BL 3 MT CHARRON EST 4TH ADD

October 3, 2025, a tan Toyota (with flat tire, not in road operable condition, located on driveway), plastic bags filled with items, coolers, gutter parts, plastic containers filled with items, cat litter boxes, tree limbs, tree logs, metal containers, clothing items, hand trucks, wheelbarrows, and other debris located on property and have determined that the stated conditions constitute a public nuisance (see attached hereto and incorporated herein by reference photographs of the subject property taken on October 3, 2025, which fairly and accurately shows how the property appeared on said date).

It is my recommendation that a public nuisance be declared to exist upon and/or in front of said property.

SCOTT ERWIN

SWORN TO AND SUBSCRIBED BEFORE ME this the 3rd day of October, 2025.

Notary Public
My commission expires: 02/07/2028

KIMBERLY DANIELLE ERB
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES
02-07-2028

2107 Southline Dr NW

2107 Southline Dr NW

2107 Southline Dr NW

2107 Southline Dr NW

2107 Southline Dr NW

2107 Southline Dr NW

2107 Southline Dr NW

2107 Southline Dr NW

2107 Southline Dr NW

2107 Southline Dr NW

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** 2025-974

Department: Finance

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

Resolution to set a public hearing for suspension of licensure for confidential tax related case number 411. (Set for November 6, 2025, Regular Council Meeting)

Resolution No.

Finance Information:

Account Number: See comments below.

City Cost Amount: $ N/A

Total Cost: $ N/A

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:
Whereas, the Finance Director of the City of Huntsville, Alabama has petitioned to set a hearing for suspension of licensure for certain taxpayer (case number 411) in accordance with Chapter 15, Article II, Section 15-56 of the Code of Ordinances of the City of Huntsville, as amended.

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** TMP-6122

Department: Finance

Subject: **Type of Action:** Introduction

Introduction to set a public hearing for suspension of licensure for confidential tax related case number 411.

Resolution No.

Finance Information:

Account Number: See comments below.
City Cost Amount: $ N/A
Total Cost: $ N/A
Special Circumstances:

Grant Funded: $ N/A
Grant Title - CFDA or granting Agency: N/A
Resolution #: N/A

Location: (list below)

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

Additional Comments:
Whereas, the Finance Director of the City of Huntsville, Alabama has petitioned to set a hearing for suspension of licensure for certain taxpayer (case number 411) in accordance with Chapter 15, Article II, Section 15-56 of the Code of Ordinances of the City of Huntsville, as amended.

RESOLUTION NO. 25-____

WHEREAS, the Finance Director of the City of Huntsville, Alabama has petitioned to set a hearing for suspension of licensure for certain taxpayer (case number 411) in accordance with Chapter 15, Article II, Section 15-56 of the Code of Ordinances of the City of Huntsville, as amended.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that a hearing be set on this matter for November 6, 2025 at 5:30 p.m., in the City Council Chambers on the 2nd floor of 305 Fountain Circle, and that notice be sent in accordance with the above-cited section.

ADOPTED this the 23rd day of October 2025.

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

APPROVED this the 23rd day of October 2025.

_____
Mayor of the City of
Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** 2025-975

Department: Finance

Subject: **Type of Action:** Introduction

Resolution to set a public hearing for suspension of licensure for confidential tax related case number 412. (Set for November 6, 2025, Regular Council Meeting)

Resolution No.

Finance Information:

Account Number: See comments below.

City Cost Amount: $ N/A

Total Cost: $ N/A

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:
Whereas, the Finance Director of the City of Huntsville, Alabama has petitioned to set a hearing for suspension of licensure for certain taxpayer (case number 412) in accordance with Chapter 15, Article II, Section 15-56 of the Code of Ordinances of the City of Huntsville, as amended.

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** TMP-6117

Department: Finance

Subject: **Type of Action:** Introduction

Introduction to set a public hearing for suspension of licensure for confidential tax related case number 412.

Resolution No.

Finance Information:

Account Number: See comments below.
City Cost Amount: $ N/A
Total Cost: $ N/A
Special Circumstances:

Grant Funded: $ N/A
Grant Title - CFDA or granting Agency: N/A
Resolution #: N/A

Location: (list below)

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

Additional Comments:
Whereas, the Finance Director of the City of Huntsville, Alabama has petitioned to set a hearing for suspension of licensure for certain taxpayer (case number 412) in accordance with Chapter 15, Article II, Section 15-56 of the Code of Ordinances of the City of Huntsville, as amended.

RESOLUTION NO. 25-____

WHEREAS, the Finance Director of the City of Huntsville, Alabama has petitioned to set a hearing for suspension of licensure for certain taxpayer (case number 412) in accordance with Chapter 15, Article II, Section 15-56 of the Code of Ordinances of the City of Huntsville, as amended.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that a hearing be set on this matter for November 6, 2025 at 5:30 p.m., in the City Council Chambers on the 2nd floor of 305 Fountain Circle, and that notice be sent in accordance with the above-cited section.

ADOPTED this the 23rd day of October 2025.

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

APPROVED this the 23rd day of October 2025.

_____
Mayor of the City of
Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** 2025-976

Department: Public Transit

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

Resolution authorizing the Mayor to set a hearing for Nooga Shuttles, LLC for the operation of two (2) airport shuttles. (Set for November 6, 2025, Regular Council Meeting)

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:
Recommended hearing date of November 6, 2025

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** TMP-6155

Department: Public Transit

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

A resolution authorizing the Mayor to set a hearing for Nooga Shuttles, LLC for the operation of two (2) airport shuttles

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:
Recommended hearing date of November 6, 2025

RESOLUTION NO. 25-___

WHEREAS, an application has been made by **Kymberly Alverson d/b/a Nooga Shuttles, LLC,** a certification of public convenience and necessity for the operation of two (2) airport shuttles in the City of Huntsville, and

WHEREAS, Ordinance No. 75-243 provides for the publication of a notice that such application has been made and setting a date for a public hearing.

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

1. That the intent of the City Council of the City of Huntsville, Alabama to consider whether a public convenience and necessity justifies the issuance of an airport shuttle license to **Kymberly Alverson d/b/a Nooga Shuttles, LLC** for the operation of two (2) airport shuttles is hereby declared.

2. That the City Council for the City of Huntsville, Alabama shall meet at 5:30 P.M. on the 6th of November, 2025, at the Council Hall or at such other place announced by the Council in the City of Huntsville for the purpose of holding a public hearing on the question of whether a public convenience and necessity justifies the issuance of an airport shuttle license to **Kymberly Alverson d/b/a Nooga Shuttles, LLC** for the operation of two (2) airport shuttles, at which time all parties may appear in person, by agent, or by attorney for the purpose of voicing objections or remonstrations.

3. That this resolution shall be published in the Speakin' Out News, a newspaper of general circulation within the City of Huntsville, Alabama, said publication not to be less than seven (7) days prior to the date of this hearing.

APOPTED this the 23rd day of October, 2025

_____

President of the City Council of the

City of Huntsville, Alabama

APPROVED this the 23rd day October, 2025

_____

Mayor of the City of Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** 2025-977

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: $ 25,168,705.23

Total Cost: $ 25,168,705.23

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: $ 25,168,705.23

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** TMP-6137

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: $ 25,168,705.23

Total Cost: $ 25,168,705.23

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: $ 25,168,705.23

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:

$25,168,705.23

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 23rd day of October, 2025.

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

APPROVED this the 23rd day of October, 2025.

_____
Mayor of the City of
Huntsville, Alabama

_____
Finance Committee Chairman

FUND ACCOUNT	FUND NAME	AMOUNT
1000	GENERAL FUND	$ 11,349,141.43
		$ -
1005	HEALTH & LIFE BENEFITS	$ (153,203.24)
		$ -
1010	GENERAL RESTRICTED DONATIONS	$ 33,056.97
		$ -
2000	PUBLIC TRANSIT	$ 544,075.90
		$ -
2001	PUBLIC TRANSIT STATION GRANT	$ -
		$ -
2100	COMMUNITY DEV BLOCK GRANT	$ 76,260.88
		$ -
2101	COMMUNITY DEV COVID	$ -
		$ -
2200	COMMUNITY DEV HOUSING	$ -
		$ -
2201	COMMUNITY DEV ARP	$ -
		$ -
2300	OTHER GRANTS	$ -
		$ -
2500	OTHER GRANTS	$ 298.82
		$ -
2501	HUD CNI GRANT	$ -
		$ -
2600	OPOID SETTLEMENT	$ 730,712.20
		$ -
3000	6.5 MILL DEBT PROPERTY TAX	$ -
		$ -
3010	6.5 MILL SCHOOL PROPERTY TAX	$ -
		$ -
3020	1990 CAPITAL IMPROVEMENTS	$ 1,758,054.24
		$ -
3030	1990 SCHOOL SUPPORT	$ -
		$ -
3040	LODGING & LIQUOR TAXES	$ 139,268.77
		$ -
3050	1% LODGING TAX 2003	$ -
		$ -
3060	1% LODGING TAX 2013	$ 84,000.00
		$ -
3080	2014 CAPITAL IMPROVEMENTS	$ 4,079,374.38
		$ -
3202	TIF 2	$ -
		$ -
3203	TIF 3A	$ -
		$ -
3204	TIF 4	$ -
		$ -
3205	TIF 5	$ -
		$ -
3206	TIF 6	$ -
		$ -
3207	TIF 7	$ 93,971.62
		$ -
3300	4 & 5 CENT STATE GASOLINE TAX	$ -
		$ -
3310	7 CENT STATE GASOLINE TAX	$ 10,971.71
		$ -
3430	STAC SEIZURE-CIR COURT	$ 2,402.03
		$ -
3435	STAC SEIZURE-FED COURT	$ -
		$ -

FUND ACCOUNT	FUND NAME		AMOUNT
3560	CEMETERY PERPETUAL CARE	$	1,800.00
		$	-
3700	CUMMINGS RESEARCH PARK	$	340.00
		$	-
3900	EMERGENCY MANAGEMENT AGENCY	$	33,123.80
		$	-
3910	ALABAMA CONSTITUTION VILLAGE	$	70,724.72
		$	-
3930	BURRITT MEMORIAL COMMITTEE	$	47,902.32
		$	-
3950	PBA - DEBT SERVICE	$	-
		$	-
4009	2020 REFUND WARRANTS	$	-
		$	-
4010	2020E TIF WARRANTS	$	-
		$	-
4011	PBA AMPHITHEATER	$	-
		$	-
4012	JHP DRAINAGE PROJECT BORROW	$	-
		$	-
4013	2023A PARKS & REC BORROW	$	75,000.00
		$	-
4014	VBC - CAPITAL PROJECTS	$	-
		$	-
4015	PBA - NEW CITY HALL	$	-
		$	-
4016	2022 VBC DEBT BORROW	$	-
		$	-
4017	2023 FUTURE PROJECT BORROW	$	2,282,323.33
		$	-
4018	2023B APOLLO BORROW	$	-
		$	-
4019	2023D SCHOOL BORROW	$	-
		$	-
4020	VBC BORROW	$	878,393.44
		$	-
4021	2025 FUTURE PROJECTS BORROW	$	-
		$	-
6000	WATER POLLUTION CONTROL	$	1,993,941.41
		$	-
6010	WPC CMOM RESERVE	$	53,692.48
		$	-
6020	WPC R&R RESERVE	$	38,593.40
		$	-
6030	WPC ECONOMIC DEVELOPMENT	$	78,906.99
		$	-
6040	WPC 2005 ECONOMIC DEVELOPMENT	$	2,367.59
		$	-
6050	2023C WPC SEWER BORROW	$	-
		$	-
6200	SANITATION	$	803,199.24
		$	-
6500	PBA - AMPHITHEATER	$	-
		$	-
7000	POST-RETIREMENT BENEFITS TRUST	$	60,010.80
		$	-
7100	EMPLOYEE FLEXIBLE BENEFIT PLAN	$	-
	TOTAL	**$**	**25,168,705.23**

Vendor Expense Report

10/01/2025 through 10/14/2025

Fund	Account/Vendor	Long Account	Inv#	Line Item Desc	Check #	Check Date	Amount
1000	535 GROUP LLC	1000-19-00000-515370-00000000-	2025-10	POP:10/01/25-10/31/25Q1 CONSULT SVCS RES NO 24-773	108022	10/14/2025	9,000.00
		Total Paid by Vendor					**9,000.00**
	A HARBIN INC.	1000-52-52600-515340-00000000-	174884	EDGERS FOR RESTOCK	90008618	10/7/2025	1,350.95
		Total Paid by Vendor					**1,350.95**
	ADMINISTRATIVE OFFICE OF COURTS	1000-00-00000-231402-00000000-	SEPTEMBER 2025	SEPTEMBER 2025 MONTHLY REPORT	107999	10/7/2025	11,736.34
		Total Paid by Vendor					**11,736.34**
	AFLAC	1000-00-00000-210290-00000000-	U1199/602942	SEPTEMBER 2025 CANCER & OFF-THE-JOB ACCIDENT PREM	90008607	10/7/2025	1,926.26
		1000-00-00000-210300-00000000-	U1199/602942	SEPTEMBER 2025 CANCER & OFF-THE-JOB ACCIDENT PREM	90008607	10/7/2025	1,515.84
		Total Paid by Vendor					**3,442.10**
	ALABAMA AGING RESOURCES INC	1000-00-00000-610108-00000000-	DIST 4 - ORD 25-794	ONE-TIME APPROPRIATION RES 25-794	108025	10/14/2025	5,000.00
		Total Paid by Vendor					**5,000.00**
	ALABAMA ASSOCIATION OF POLYGRAPH EXAMINERS	1000-41-41101-515790-00000000-	AAPE REG-OCT 25	REG FOR AAPE 10/20/25-10/23/25	108023	10/14/2025	900.00
		Total Paid by Vendor					**900.00**
	ALABAMA CHILD SUPPORT PAYMENT CENTER	1000-00-00000-210180-00000000-	421429	Payroll Run 1 - Warrant 250928	107847	10/2/2025	23,422.55
		Total Paid by Vendor					**23,422.55**
	ALABAMA CRIME VICTIMS COMPENSATION COMMISSION	1000-00-00000-231405-00000000-	SEPTEMBER 2025	SEPTEMBER 2025 MONTHLY REPORT	107864	10/7/2025	2,106.00
		1000-00-00000-231404-00000000-	SEPTEMBER 2025	SEPTEMBER 2025 MONTHLY REPORT	107864	10/7/2025	930.00
		Total Paid by Vendor					**3,036.00**
	ALABAMA DEPARTMENT OF LABOR	1000-19-00000-502150-00000000-	25-0533	POP: 01/01/24-12/31/24- STATE REQUIRED WC FEE	107865	10/7/2025	12,440.00
		1000-19-00000-502160-00000000-	UNEMPLOYMENT Q3 2025	UNEMPLOYMENT TAXES Q3 2025	107846	10/2/2025	4,143.78
		Total Paid by Vendor					**16,583.78**
	ALABAMA DEPARTMENT OF REVENUE	1000-00-00000-210180-00000000-	421431	Payroll Run 1 - Warrant 250928	107849	10/2/2025	1,252.37
		1000-00-00000-210130-00000000-	SEPT 2025 STATE TAX	SEPT 2025 STATE WITHHOLDING TAXES	107845	10/2/2025	542,097.23
		Total Paid by Vendor					**543,349.60**
	ALABAMA LAW ENFORCEMENT AGENCY	1000-00-00000-231601-00000000-	SEPTEMBER 2025	SEPTEMBER 2025 MONTHLY REPORT	107869	10/7/2025	1,650.00
		1000-00-00000-231501-00000000-	SEPTEMBER 2025A	SEPTEMBER 2025 MONTHLY REPORT	107870	10/7/2025	272.00
		1000-00-00000-231600-00000000-	SEPTEMBER 2025B	SEPTEMBER 2025 MONTHLY REPORT	107868	10/7/2025	420.00
		1000-17-17100-515250-00000000-	ALEA25003721	POP: 07/01/25-09/30/25 -NCIS ACCESS QR BILLING PD	107871	10/7/2025	20,300.00
		Total Paid by Vendor					**22,642.00**
	ALABAMA PEACE OFFICERS	1000-00-00000-231300-00000000-	SEPTEMBER 2025	SEPTEMBER 2025 MONTHLY REPORT	107866	10/7/2025	5,240.00
		1000-00-00000-231301-00000000-	SEPTEMBER 2025	SEPTEMBER 2025 MONTHLY REPORT	107866	10/7/2025	665.00
		Total Paid by Vendor					**5,905.00**
	ALABAMA PEACE OFFICERS ANNUITY & BENEFIT FUND	1000-00-00000-210200-00000000-	421426	Payroll Run 1 - Warrant 250928	107848	10/2/2025	1,140.00
		Total Paid by Vendor					**1,140.00**
	ALL SHARPE INC	1000-15-15100-513030-00000000-	51463	COM TX 100625/51463	107872	10/7/2025	160.00
		1000-15-15100-513030-00000000-	51464	COM TX 100625/51464	107872	10/7/2025	40.00
		1000-15-15100-513030-00000000-	51465	COM TX 100625/51465	107872	10/7/2025	40.00
		1000-15-15100-513030-00000000-	51466	COM TX 100625/51466	107872	10/7/2025	120.00
		1000-15-15100-513030-00000000-	51467	COM TX 100625/51467	107872	10/7/2025	120.00
		1000-15-15100-513030-00000000-	51468	COM TX 100625/51468	107872	10/7/2025	40.00
		1000-15-15100-513030-00000000-	51469	COM TX 100625/51469	107872	10/7/2025	80.00
		1000-15-15100-513030-00000000-	51470	COM TX 100625/51470	107872	10/7/2025	40.00
		1000-15-15100-513030-00000000-	51475	COM TX 100625/51475	107872	10/7/2025	40.00
		1000-15-15100-513030-00000000-	51476	COM TX 100625/51476	107872	10/7/2025	80.00
		1000-15-15100-513030-00000000-	51477	COM TX 100625/51477	107872	10/7/2025	40.00
		1000-15-15100-513030-00000000-	51478	COM TX 100625/51478	107872	10/7/2025	80.00
		1000-15-15100-513030-00000000-	51479	COM TX 100625/51479	107872	10/7/2025	80.00
		1000-15-15100-513030-00000000-	51482	COM TX 100625/51482	107872	10/7/2025	120.00
		1000-15-15100-513030-00000000-	51483	COM TX 100625/51483	107872	10/7/2025	120.00
		1000-15-15100-513030-00000000-	51484	COM TX 100625/51484	107872	10/7/2025	40.00
		1000-15-15100-513030-00000000-	51492	COM TX 101025/51492	108026	10/14/2025	350.00
		1000-15-15100-513030-00000000-	51493	COM TX 101025/51493	108026	10/14/2025	350.00
		1000-15-15100-513030-00000000-	51494	COM TX 101025/51494	108026	10/14/2025	350.00
		1000-15-15100-513030-00000000-	51495	COM TX 101025/51495	108026	10/14/2025	350.00
		1000-15-15100-513030-00000000-	51496	COM TX 101025/51496	108026	10/14/2025	350.00

	1000-15-15100-513030-00000000-	51497	COM TX 101025/51497	108026	10/14/2025	350.00
	1000-15-15100-513030-00000000-	51498	COM TX 101025/51498	108026	10/14/2025	160.00
	1000-15-15100-513030-00000000-	51501	COM TX 101025/51501	108026	10/14/2025	300.00
	Total Paid by Vendor					**3,800.00**
ALLGAS INC	1000-55-55400-514010-00000000-	4683073	POP: 10/03/25-FY26 Q1-PWS PROPANE-BLANKET	108027	10/14/2025	80.16
	1000-55-55400-514010-00000000-	4682356	POP: 10/02/25 - FY26 Q1-PWS PROPANE-BLANKET	108027	10/14/2025	64.22
	1000-55-55400-514010-00000000-	4686761	POP: 10/09/25-FY26 Q1-PWS PROPANE-BLANKET	108027	10/14/2025	70.48
	Total Paid by Vendor					**214.86**
ALLIED PHOTOCOPY INC	1000-19-00000-515400-00000000-	1213807	POP:10/01/25-10/31/25-POSTAGE PACKETS FOR ANIM SVC	108028	10/14/2025	216.15
	1000-19-00000-515400-00000000-	1213809	POP:10/01/25-10/31/25-POSTAGE PACKETS FOR ANIM SVC	108028	10/14/2025	158.15
	Total Paid by Vendor					**374.30**
ALLISON JOHNSON	1000-74-74400-515520-00000000-	1103	POP: 10/05/25-HCFC NATIONAL ANTHEM PERFORM	107874	10/7/2025	180.00
	Total Paid by Vendor					**180.00**
ALLSTATE BENEFITS	1000-00-00000-210290-00000000-	M0116446260 09/28/25	PPE 9/28/25 ALLSTATE CANCER/OFF-THE-JOB ACCIDENT	107875	10/7/2025	11,757.20
	1000-00-00000-210300-00000000-	M0116446260 09/28/25	PPE 9/28/25 ALLSTATE CANCER/OFF-THE-JOB ACCIDENT	107875	10/7/2025	8,979.36
	Total Paid by Vendor					**20,736.56**
AMAZON CAPITAL SERVICES INC	1000-53-53400-515340-00000000-	1L3H-1TVC-6LKG	ITEM: Amazon Basics 24-Pack C Cell Alkaline All-P	90008611	10/7/2025	51.52
	1000-15-15100-515340-00000000-	1L46-47LD-FCKJ	TWO WAY RADIOS FOR SHOP	90008611	10/7/2025	498.00
	1000-43-00000-515340-00000000-	193C-D9FK-CRJF	SUPPLIES FOR MUNICIPAL COURT AND DRUG LAB	90008611	10/7/2025	209.21
	1000-53-53200-515340-00000000-	1VJ6-6HLY-694R	ITEM: Heavy Duty Garage Containment Mat (8'6" x 2	90008611	10/7/2025	149.99
	1000-42-42100-515340-00000000-	17VM-VLTN-C6P3	FIREMANS QUARTER SUPPLIES	90008611	10/7/2025	301.93
	1000-52-52900-515520-00000000-	143N-TXG3-FXM4	BINOCULARS FOR BIRDING @ HAYS - GT	90008611	10/7/2025	319.08
	1000-15-15100-515340-00000000-	17GQ-R9J6-CN4D	SUPPLIES FOR SHOP	90008611	10/7/2025	355.49
	1000-17-17100-515340-00000000-	1VC3-7Y1C-GHDF	CREDIT MEMO FOR INVOICE 1D1G-FY6H-3LFR	90008611	10/7/2025	-55.28
	1000-16-16100-515340-00000000-	1GG9-P3C6-4HMV	HR TONER ORDER	90008611	10/7/2025	220.14
	1000-71-71100-515340-00000000-	14JG-XK6M-1WR1	DESK FILE FOR TONEKA	90008611	10/7/2025	38.36
	1000-41-41303-515340-00000000-	16KR-PQLJ-74W9	RECORDS SUPPLIES	90008611	10/7/2025	1,826.71
	1000-30-30200-515340-00000000-	1L1K-X9HD-DMJP	ITEMS FOR DINK PINK] BREAST CANCER AWARENESS	90008676	10/14/2025	437.91
	1000-50-00000-515340-00000000-	16WF-G9MW-79CP	SUPPLIES FOR ANIMAL SERVICES	90008676	10/14/2025	91.63
	1000-30-30200-515340-00000000-	1TGC-3XF9-DGJJ	ITEMS FOR BREAST CANCER AWARENESS	90008676	10/14/2025	509.83
	1000-30-30200-515340-00000000-	17N4-J3YQ-D9GD	ITEMS FOR DINK PINK BREAST CANCER AWARENESS	90008676	10/14/2025	420.21
	1000-41-41303-515340-00000000-	1NVN-34XJ-1WGX	RECORDS SUPPLIES	90008676	10/14/2025	528.52
	1000-30-30400-515340-00000000-	1GKD-FRXT-MTPV	EQUIPMENT AND SUPPLIES FOR SPECIAL EVENTS	90008676	10/14/2025	19.98
	1000-16-16100-515340-00000000-	1TWC-PC3G-3VVJ	HR SUPPLIES - WORKROOM TONER	90008676	10/14/2025	819.29
	1000-17-17400-515340-00000000-	1JLM-XX1K-93VG	COAX ANTENNAS AND CABLES FOR IT JOSH BARDON	90008676	10/14/2025	54.30
	1000-42-42100-515340-00000000-	11M3-PC31-CJCM	FIRE QUATER SUPPLY	90008676	10/14/2025	44.96
	1000-42-42200-515130-00000000-	11M3-PC31-CJCM	FIRE QUATER SUPPLY	90008676	10/14/2025	66.84
	1000-12-12100-515340-00000000-	16N1-LCXR-XXJW	OFFICE SUPPLIES FOR CITY CLERK	90008676	10/14/2025	4.99
	1000-16-16100-515340-00000000-	17FK-NLYM-YL3Q	HR OFFICE SUPPLIES	90008676	10/14/2025	27.79
	1000-16-16300-515340-00000000-	17FK-NLYM-YL3Q	HR OFFICE SUPPLIES	90008676	10/14/2025	14.25
	1000-30-30400-515340-00000000-	196M-61D6-DX77	ITEMS NEEDED FOR JHP CROSS COUNTRY MEET MGT. BLDG	90008676	10/14/2025	381.88
	1000-55-55100-515340-00000000-	1F11-M4XV-RJ6H	PROMO/SUPPLIES FOR PWS ADMIN	90008676	10/14/2025	139.98
	1000-52-52900-515520-00000000-	1F7L-NLMP-JLJQ	BINOCULARS FOR BIRDING @ HAYS - GT	90008676	10/14/2025	212.72
	1000-55-55100-515340-00000000-	1K36-TMFQ-6J6R	SUPPLIES FOR MAINT	90008676	10/14/2025	38.34
	1000-14-14300-515610-00000000-	16FP-CC39-6HYW	A-60 WELDING HELMET JEREMY SMITH - 256-427-7088	90008676	10/14/2025	353.99
	1000-71-71100-515340-00000000-	19CX-DDNP-3PG3	OFFICE SUPPLIES SHANE DAVIS CHARGER	90008676	10/14/2025	24.69
	1000-30-30200-515340-00000000-	1WXP-LD43-77N7	AFTERSCHOOL/YOUTH CAMPS/FACILITY NEEDS SHOWERS RC	90008676	10/14/2025	1,944.97
	1000-30-30600-515340-00000000-	1NRL-6TWK-9KMV	ITEMS NEEDED FOR LIFEGUARD EAP ACTIVITIES-HAC	90008676	10/14/2025	115.96
	1000-50-00000-515160-00000000-	1V6P-3VXL-DPMJ	KITTEN AND PUPPY FORMULA	90008676	10/14/2025	199.90
	1000-42-42100-515340-00000000-	11DW-6YGR-7DDN	FIRE QUARTER SUPPLIES	90008676	10/14/2025	131.89
	1000-42-42200-515130-00000000-	11DW-6YGR-7DDN	FIRE QUARTER SUPPLIES	90008676	10/14/2025	25.01
	1000-15-15100-515340-00000000-	14RH-DJ77-7LNC	SUPPLIES FOR OFFICE	90008676	10/14/2025	68.35
	1000-52-52200-513010-00000000-	1JHY-Y4CT-QHVV	ELEPHANT SNOT FOR GRAFFITI - SPECIAL EVENTS	90008676	10/14/2025	1,434.99
	1000-30-30200-515340-00000000-	1LLV-XR7C-M313	AFTERSCHOOL/YOUTH CAMPS/FACILITY NEEDS SHOWERS RC	90008676	10/14/2025	567.93
	1000-52-52900-515520-00000000-	1RY3-GRWK-66CM	LITMUS TEST, TWEEZERS, FLAGS FOR EDU - GT	90008676	10/14/2025	131.08
	Total Paid by Vendor					**12,727.33**
AMERICAN RED CROSS & ITS CONSTITUENT CHAPTERS	1000-30-30100-515790-00000000-	22986514	POP: 09/25/25-09/26/25- TRAINING FOR DEPT	107957	10/7/2025	320.00
	Total Paid by Vendor					**320.00**
AMERICAN VILLAGE CITIZENSHIP TRUST FUND	1000-00-00000-250103-00000000-	SEPTEMBER 2025	SEPTEMBER 2025 MONTHLY REPORT	107876	10/7/2025	1,148.00
	Total Paid by Vendor					**1,148.00**
AMERICAN WELDING & GAS INC	1000-14-14300-513010-00000000-	0011155228	POP: 09/01/25-09/30/25-CYLINDER GASES TANK RENTAL	108029	10/14/2025	53.60

	Total Paid by Vendor					**53.60**
ANDERS POOL CO INC	1000-30-30600-515340-00000000-	76994	FY 25 BLANKET POOL BID ITEMS HAC	90008677	10/14/2025	1,480.00
	1000-30-30600-515340-00000000-	76491	FY25 BLANKET FOR POOL CHEMICALS ON BID	90008677	10/14/2025	3,031.80
	1000-30-30600-515340-00000000-	79115	FY 25 BLANKET POOL BID ITEMS HAC	90008677	10/14/2025	6,804.00
	1000-30-30600-515340-00000000-	82180	FY25 BLANKET SHOWERS POOL NON BID ITEMS	90008677	10/14/2025	307.64
	1000-30-30600-515340-00000000-	72112	FY 25 BLANKET POOL BID ITEMS HAC	90008677	10/14/2025	6,804.00
	Total Paid by Vendor					**18,427.44**
ANIMAL CARE CLINIC & HOSPITAL	1000-50-00000-515163-00000000-	745057	POP: 09/23/25-LISP & RABIES VOUCHERS (Q1)	108030	10/14/2025	102.60
	1000-50-00000-515163-00000000-	745056	POP: 09/23/25-LISP & RABIES VOUCHERS (Q1 BLANKET)	108030	10/14/2025	87.60
	1000-50-00000-515370-00000000-	745163	POP: 10/02/25-LISP & RABIES VOUCHERS (Q1 BLANKET)	108030	10/14/2025	12.00
	Total Paid by Vendor					**202.20**
ANSWERTEL OF ATHENS, INC.	1000-14-14300-515370-00000000-	110409192025	POP: 08/21/25-09/17/25-AFTER HOURS ANSWERING SVC	107878	10/7/2025	244.95
	Total Paid by Vendor					**244.95**
APHIX LLC	1000-52-52100-515370-00000000-	166938	POP:09/24/25JAN DAVIS, VOYAGER IRRIGATION INSTALL	90008612	10/7/2025	35,148.25
	Total Paid by Vendor					**35,148.25**
APOLLO ANIMAL HOSPITAL PC	1000-50-00000-515163-00000000-	290926	POP:09/09/25-09/30/25-LOW INCO SPAY/NEUTER/RABIES	107879	10/7/2025	630.00
	Total Paid by Vendor					**630.00**
ASSETWORKS LLC	1000-17-17100-515250-00000000-	SIN017863	POP:09/01/25-09/30/25-ASSETWORKS AVL FOR GS/FLEET	108031	10/14/2025	14,875.00
	Total Paid by Vendor					**14,875.00**
ATHENS UTILITIES	1000-14-14100-515700-00000000-	106-26855-01-0925	POP: 08/21/25-09/22/25-FIRE STATION 18 UTILITIES	90008613	10/7/2025	2,205.66
	1000-14-14100-515700-00000000-	136-69030-01-0925	POP: 08/25/25-09/24/25-FIRE STATION 18 UTILITIES	90008679	10/14/2025	1,301.11
	1000-14-14100-515700-00000000-	136-69035-00-0925	POP: 08/25/25-09/24/25-FIRE STATION 18 UTILITIES	90008679	10/14/2025	6.98
	1000-14-14100-515700-00000000-	136-73293-00-0925	POP: 08/25/25-09/2425-FIRE STATION 18 UTILITIES	90008679	10/14/2025	12.50
	Total Paid by Vendor					**3,526.25**
ATLANTA DRONE GROUP, INC.	1000-41-41110-515370-00000000-	8555	POP 10/1/25-10/31/25 DRONE CONTRACT SRV	90008614	10/7/2025	25,000.00
	Total Paid by Vendor					**25,000.00**
AVO COMMUNICATIONS	1000-10-10200-515370-00000000-	25282	POP: 08/13/25-08/22/25- RES NO 24-676 VIDEO SVCS	108034	10/14/2025	1,650.00
	Total Paid by Vendor					**1,650.00**
A-Z OFFICE RESOURCE INC	1000-41-41250-515340-00000000-	5928175-0	SOD FOLDERS	90008606	10/7/2025	78.33
	1000-13-13100-515340-00000000-	5929948-0	SUPPLIES FOR STOCK	90008674	10/14/2025	322.71
	1000-41-41100-515340-00000000-	5930273-1	ADMIN SUPPLIES FOR STOCK	90008674	10/14/2025	16.30
	1000-41-41100-515340-00000000-	5930273-0	ADMIN SUPPLIES FOR STOCK	90008674	10/14/2025	411.00
	1000-71-71100-515340-00000000-	5931026-0	OFFICE SUPPLIES	90008674	10/14/2025	33.48
	1000-41-41100-515340-00000000-	5930273-2	ADMIN SUPPLIES FOR STOCK	90008674	10/14/2025	8.84
	1000-41-41100-515340-00000000-	5930273-3	ADMIN SUPPLIES FOR STOCK	90008674	10/14/2025	4.42
	1000-41-41110-515340-00000000-	5931997-0	SUPPLIES FOR NAMACC	90008674	10/14/2025	41.30
	Total Paid by Vendor					**916.38**
B&H FOTO & ELECTRONICS CORP	1000-10-10200-515340-00000000-	237898390	STUDIO RECORDER FOR COH STUDIO	108035	10/14/2025	280.51
	Total Paid by Vendor					**280.51**
BAILEY COVE LLC	1000-14-14300-515460-00000000-	102025	POP: 10/01/25-10/31/25-LEASE SOUTH PRECINCT	108036	10/14/2025	14,955.21
	Total Paid by Vendor					**14,955.21**
BELLSOUTH TELECOMMUNICATIONS LLC	1000-17-17100-515070-00000000-	28727057193610012025	POP: 08/24/25-09/23/25-FOR ATT MOBILITY FOR FIRE	108032	10/14/2025	123.72
	1000-17-17100-515070-00000000-	256-881-4708-1025	POP: 10/02/25-11/01/25-ATT LF ELEVATOR PHONE	108033	10/14/2025	57.03
	Total Paid by Vendor					**180.75**
BEST BEST & KRIEGER LLP	1000-18-00000-515372-00000000-	1041531	POP: 09/02/25-09/26/25 - OUTSIDE LEGAL SERVICES	107883	10/7/2025	4,876.00
	Total Paid by Vendor					**4,876.00**
BLAIR AND SONS INC	1000-53-53200-513010-00000000-	95218	BLANKET PO- KEYS & LOCKS FOR PARKING FACILITIES	108039	10/14/2025	295.00
	Total Paid by Vendor					**295.00**
BLR	1000-16-16100-515370-00000000-	19814051	POP:11/01/25-11/01/26EMPLOYMENT LAW LETTER RENEWAL	108040	10/14/2025	586.00
	Total Paid by Vendor					**586.00**
BONNIE J MACIORSKI	1000-43-00000-515370-00000000-	10/07/25-1ST SESSION	POP: 10/07/25- BONNIE MACIORSKI FY 2025-2026	108041	10/14/2025	100.00
	Total Paid by Vendor					**100.00**
BRADLEY ARANT BOULT CUMMINGS, LLP	1000-18-00000-515372-00000000-	1891106	POP: 09/03/25 - OUTSIDE LEGAL SERVICES	90008682	10/14/2025	176.25
	Total Paid by Vendor					**176.25**
BROOKS LOCK & KEY	1000-14-14300-513010-00000000-	22553	2025 BLANKT KEYS & MISC.	107885	10/7/2025	360.00
	1000-14-14300-513010-00000000-	22574	2025 BLANKT KEYS & MISC.	107885	10/7/2025	320.00
	1000-14-14300-513010-00000000-	22556	2025 BLANKT KEYS & MISC.	107885	10/7/2025	60.00
	1000-14-14300-513010-00000000-	22582	2026 Q1 BLANKET KEYS & MISC.	108042	10/14/2025	35.00
	Total Paid by Vendor					**775.00**
BSN SPORTS LLC	1000-30-30600-515340-00000000-	931102105	REPLACEMENT NETS FOR THE SOCCER FIELDS-MERRIMACK	107886	10/7/2025	265.68
	1000-30-30600-515340-00000000-	931357241	SUPPLIES FOR YOUTH BASKETBALL LEAGUES	108043	10/14/2025	2,599.68

	Total Paid by Vendor					**2,865.36**
BUILDING SPECIALTIES CO INC	1000-14-14300-513010-00000000-	71249368	2025 BLNKT KEYS FOR COH & MISC.	107887	10/7/2025	316.41
	1000-14-14300-513010-00000000-	71249369	2025 BLNKT KEYS FOR COH & MISC.	107887	10/7/2025	5,605.67
	1000-14-14300-513010-00000000-	71249746	2026 Q1 BLANKET KEYS FOR COH & MISC.	108044	10/14/2025	332.08
	Total Paid by Vendor					**6,254.16**
BUTLER ANIMAL HEALTH HOLDING COMPANY LLC	1000-50-00000-515161-00000000-	EF23632	ANIMAL MEDICAL DRUGS (NOT ON BID) - BLANKET	107897	10/7/2025	40.72
	1000-50-00000-515161-00000000-	EC95057	ANIMAL MEDICAL DRUGS (NOT ON BID) - BLANKET	108056	10/14/2025	288.00
	1000-50-00000-515161-00000000-	ED94827	ANIMAL MEDICAL DRUGS (NOT ON BID) - BLANKET	108056	10/14/2025	83.78
	1000-50-00000-515161-00000000-	EG11539	MED DRUGS FOR ANIMALS (NOT ON BID) - Q1 BLANKET	108056	10/14/2025	754.36
	Total Paid by Vendor					**1,166.86**
C SPIRE BUSINESS	1000-15-15100-513010-00000000-	C030929451	CISCO CATALYST SWITCH FOR FLEET	108045	10/14/2025	1,611.89
	1000-17-17200-520300-00000000-	C031075225	POP:09/09/25-09/08/26-SMARTNET CALL MGR LIC ITS	108045	10/14/2025	1,861.25
	Total Paid by Vendor					**3,473.14**
CARAHSOFT TECHOLOGY CORP	1000-00-00000-140200-00000000-	IN2099232	POP:11/04/25-11/03/26 S.S. INSIGHTONE SUBSCRIPTION	108046	10/14/2025	115,032.00
	Total Paid by Vendor					**115,032.00**
CELLEBRITE INC	1000-00-00000-140200-00000000-	INVUS290972	POP:11/30/25-11/29/26 S.S. CELLEBRITE MTCE. NAMACC	108048	10/14/2025	37,000.00
	Total Paid by Vendor					**37,000.00**
CHECKR INC	1000-16-16100-515370-00000000-	2079333	POP: 09/01/25-09/30/25 FOR Q1 - CREDIT RPT SCREENS	90008685	10/14/2025	299.95
	Total Paid by Vendor					**299.95**
CHRISTOPHER M REED	1000-41-41100-515020-00000000-	20251018	POP: 10/18/25-HPD HALLOWEEN DJ SERVICE	108049	10/14/2025	650.00
	Total Paid by Vendor					**650.00**
CINTAS	1000-30-30200-515310-00000000-	4242857606	BLANKET-JANITORIAL SERVICES MAY-SEPT. FOR OPTIMIS	107891	10/7/2025	19.30
	1000-30-30200-515310-00000000-	4243399446	BLANKET-JANITORIAL SERVICES FOR MARK RUSSELL FY25	107891	10/7/2025	57.32
	1000-30-30200-515310-00000000-	4234620526	BLANKET-JANITORIAL SERVICES FOR MARK RUSSELL FY25	107891	10/7/2025	57.32
	1000-52-52100-515340-00000000-	9340294053	FIRST AID & EYEWASH STATIONS - LM (BLANKET)	108050	10/14/2025	198.00
	1000-52-52100-515340-00000000-	9340291961	FIRST AID & EYEWASH STATIONS - LM (BLANKET)	108050	10/14/2025	99.00
	1000-52-52100-515340-00000000-	9340291574	FIRST AID & EYEWASH STATIONS - LM (BLANKET)	108050	10/14/2025	99.00
	1000-15-15100-515340-00000000-	4245645000	2739 JOHNSON ROAD (BLANKET)	108051	10/14/2025	258.81
	Total Paid by Vendor					**788.75**
CIVICPLUS LLC	1000-00-00000-140200-00000000-	342310	POP: 09/26/25-09/25/26 SEE CLICK FIX ADMIN	108052	10/14/2025	23,998.04
	Total Paid by Vendor					**23,998.04**
CIVICSMART PARKING TECHNOLOGIES, INC.	1000-17-17100-515250-00000000-	DPT050240	POP: 10/01/25-10/31/25-S SOURCE LPR SW SERVICES	90008687	10/14/2025	1,300.00
	1000-17-17100-515250-00000000-	DPT050241	POP: 10/10/25-10/31/25-S SOURCE LPR SW SERVICES	90008687	10/14/2025	312.00
	Total Paid by Vendor					**1,612.00**
CLEARVIEW AI, INC.	1000-00-00000-140200-00000000-	INV-11254	POP:10/01/25-09/30/26-SEARCH APP FOR PD/NAMAAC	107892	10/7/2025	24,940.00
	Total Paid by Vendor					**24,940.00**
COLLEGE COUNTS 529 FUND	1000-00-00000-210310-00000000-	421433	Payroll Run 1 - Warrant 250928	107850	10/2/2025	960.00
	Total Paid by Vendor					**960.00**
COLLINS AND COMPANY	1000-18-00000-515372-00000000-	HV24615	POP: 08/27/25 - OUTSIDE LEGAL SERVICES	107894	10/7/2025	250.00
	Total Paid by Vendor					**250.00**
COMCAST OF ALABAMA INC	1000-17-17100-515070-00000000-	253136442	POP: 09/01/25-09/30/25- COMCAST CABLE SVC COH	107896	10/7/2025	1,157.95
	1000-17-17100-515070-00000000-	83969000111637770925	POP: 10/08/25-11/07/25-COMCAST CABLE SVC COH	107895	10/7/2025	61.09
	1000-17-17100-515070-00000000-	8396900010800171092 5	POP: 10/09/25-11/08/25-COMCAST CABLE SVC COH	107895	10/7/2025	37.95
	1000-17-17100-515070-00000000-	83960010010003238092 5	POP: 09/28/25-10/27/25-COMCAST CABLE SVC COH	107895	10/7/2025	535.20
	1000-17-17100-515070-00000000-	83969000116022380925	POP: 10/5/25-11/04/25-COMCAST CABLE SVC COH	107895	10/7/2025	63.25
	1000-17-17100-515070-00000000-	83969000101795190925	POP: 10/10/25-11/09/25-COMCAST CABLE SVCS COH	108054	10/14/2025	50.55
	1000-17-17100-515070-00000000-	83969000109586230925	POP:10/10/25-11/09/25-COMCAST CABLE SVCS COH	108054	10/14/2025	21.05
	1000-17-17100-515070-00000000-	83969000116016440925	POP: 10/11/25-11/10/25-COMCAST CABLE SVC COH	108054	10/14/2025	8.42
	Total Paid by Vendor					**1,935.46**
COMMERCIAL ENERGY SPECIALISTS, LLC	1000-14-14300-513010-00000000-	277004	POP: 05/01/25-FILTER REPAIR HAC	90008622	10/7/2025	1,677.50
	Total Paid by Vendor					**1,677.50**
COMMERCIAL FINISH SOLUTIONS, LLC	1000-14-14300-513010-00000000-	I-8268	POP: 09/29/25- FLOORING REPAIR	90008623	10/7/2025	483.75
	1000-14-14300-513010-00000000-	I-8267	POP: 09/29/25 - FLOORING REPAIR	90008623	10/7/2025	75.60
	1000-14-14300-513010-00000000-	I-8278	POP: 09/30/25-CITY HALL RUBBER FLOORING	90008688	10/14/2025	3,930.38
	Total Paid by Vendor					**4,489.73**
COMMONWEALTH OF MASSACHUSETTS	1000-00-00000-210180-00000000-	421440	Payroll Run 1 - Warrant 250928	107851	10/2/2025	11.54
	Total Paid by Vendor					**11.54**
CONWAY DEVELOPMENT AL INC	1000-51-00000-513010-00000000-	300776	POP: 09/19/25BENCH RPR GLADDEN HIT BY EQUIP EXEMPT	107992	10/7/2025	1,050.00
	Total Paid by Vendor					**1,050.00**
CORVEL CORPORATION	1000-19-00000-502150-00000000-	1901068	POP: 09/05/25-MONTHLY TPA FEE FOR WORKERS COMP	90008625	10/7/2025	9,164.91
	Total Paid by Vendor					**9,164.91**

D & D ARNOLD LLC	1000-15-15100-513030-00000000-	4146	COM TX 100625/4146	90008605	10/7/2025	50.00
	1000-15-15100-513030-00000000-	I004275	COM TX 100625/I004275	90008605	10/7/2025	215.00
	1000-15-15100-513030-00000000-	I004275	COM TX 100625/I004275	90008605	10/7/2025	150.00
	1000-15-15100-513030-00000000-	I004275	COM TX 100625/I004275	90008605	10/7/2025	150.00
	1000-15-15100-513030-00000000-	I004313	COM TX 100625/I004313	90008605	10/7/2025	115.00
	1000-15-15100-513030-00000000-	I004313	COM TX 100625/I004313	90008605	10/7/2025	150.00
	1000-15-15100-513030-00000000-	I004381	COM TX 100625/I004381	90008605	10/7/2025	120.00
	1000-15-15100-513030-00000000-	I004381	COM TX 100625/I004381	90008605	10/7/2025	150.00
	1000-15-15100-513030-00000000-	I004387	COM TX 100625/I004387	90008605	10/7/2025	350.00
	1000-15-15100-513030-00000000-	I004387	COM TX 100625/I004387	90008605	10/7/2025	150.00
	1000-15-15100-513030-00000000-	I004387	COM TX 100625/I004387	90008605	10/7/2025	150.00
	Total Paid by Vendor					**1,750.00**
DANIEL COLE	1000-14-14300-513010-00000000-	14043	POP: 09/25/25-ICE MAKER REPAIRS	107893	10/7/2025	85.00
	1000-14-14300-513010-00000000-	14042	POP: 09/26/25- ICE MAKER REPAIRS	107893	10/7/2025	85.00
	1000-14-14300-513010-00000000-	14037	POP: 09/25/25- ICE MAKER REPAIRS	107893	10/7/2025	234.46
	1000-14-14300-513010-00000000-	14036	POP: 09/25/25- ICE MAKER REPAIRS	107893	10/7/2025	85.00
	1000-14-14300-513010-00000000-	14038	POP: 09/25/25- ICE MAKER REPAIRS	107893	10/7/2025	281.22
	1000-14-14300-513010-00000000-	14035	POP: 09/25/25- ICE MAKER REPAIRS	107893	10/7/2025	85.00
	1000-14-14300-513010-00000000-	14034	POP: 09/25/25- ICE MAKER REPAIRS	107893	10/7/2025	482.07
	1000-14-14300-513010-00000000-	14033	2025 BLNKT ICE MAKER REPAIRS	107893	10/7/2025	189.03
	1000-14-14300-513010-00000000-	14046	POP: 09/26/25- ICE MAKER REPAIRS	108053	10/14/2025	229.49
	1000-14-14300-513010-00000000-	14047	POP: 09/26/25- ICE MAKER REPAIRS	108053	10/14/2025	94.50
	1000-14-14300-513010-00000000-	14048	POP: 09/26/25- ICE MAKER REPAIRS	108053	10/14/2025	140.00
	Total Paid by Vendor					**1,990.77**
DANIEL DAVIS	1000-74-74400-515020-00000000-	#25-E8-25	POP 9/1/25-9/30/25 BRANDING AND AWARENESS	90008627	10/7/2025	1,000.00
	1000-74-74400-515520-00000000-	25-F8-26	POP 10/3/25-10/4/25 TANGLED STRING MUSIC-ARTS FEST	90008627	10/7/2025	10,000.00
	Total Paid by Vendor					**11,000.00**
DAVID HUFFMAN	1000-15-15100-515340-00000000-	2563	POP:10/01/25-SCRAP TIRE DISPOSAL 2739 JOHNSON RD	107911	10/7/2025	303.00
	Total Paid by Vendor					**303.00**
DCSC LLC	1000-14-14300-515460-00000000-	102025	POP:10/01/25-10/31/252227 DRAKE AVE STE 25/26 RENT	108058	10/14/2025	4,585.00
	Total Paid by Vendor					**4,585.00**
DEBRA KIZER CIRCUIT CLERK CV CASES	1000-00-00000-210180-00000000-	421435	Payroll Run 1 - Warrant 250928	107855	10/2/2025	348.93
	Total Paid by Vendor					**348.93**
DEFENSE PEST SOLUTIONS	1000-14-14310-515370-00000000-	58473	pop: 09/25/25- PEST CONTROL SVS	90008628	10/7/2025	75.00
	1000-14-14310-515370-00000000-	59749	POP: 10/08/25 FS #16 - YELLOW JACK NEST TREATMENT	90008690	10/14/2025	520.00
	1000-14-14310-515370-00000000-	59064	POP: 10/01/25-10/31/25 - PEST CONTROL SVS	90008690	10/14/2025	3,815.00
	Total Paid by Vendor					**4,410.00**
DELTA DENTAL INSURANCE CO	1000-00-00000-210240-00000000-	BE006734553	POP: 10/01/25 TO 10/31/25 01-0680100002	90008630	10/7/2025	139,451.55
	Total Paid by Vendor					**139,451.55**
DH PACE CO., INC	1000-14-14300-513010-00000000-	SVC/265-44307-M	POP: 08/13/25- OVERHEAD DOOR REPAIRS	90008631	10/7/2025	254.80
	1000-14-14300-513010-00000000-	SVC/265-45431	POP: 08/28/25-OVERHEAD DOOR REPAIRS	90008631	10/7/2025	4,106.65
	1000-14-14300-513010-00000000-	SVC/265-46037	POP: 09/25/25-2025 BLK OVERHEAD DOOR REPAIRS	90008691	10/14/2025	2,033.16
	1000-14-14300-513010-00000000-	SVC/265-45988	POP: 09/22/25 - 2025 BLK OVERHEAD DOOR REPAIRS	90008691	10/14/2025	420.70
	1000-14-14300-513010-00000000-	SVC/265-45987	POP: 09/22/25-2025 BLK OVERHEAD DOOR REPAIRS	90008691	10/14/2025	1,236.23
	1000-14-14300-513010-00000000-	SVC/265-45986	POP: 09/18/25- 2025 BLK OVERHEAD DOOR REPAIRS	90008691	10/14/2025	2,100.43
	1000-14-14300-513010-00000000-	SVC/265-45638	POP: 09/15/25-2025 BLK OVERHEAD DOOR REPAIRS	90008691	10/14/2025	763.90
	1000-14-14300-513010-00000000-	SVC/265-45430	POP: 09/10/25-2025 BLK OVERHEAD DOOR REPAIRS	90008691	10/14/2025	56.25
	1000-14-14300-513010-00000000-	SVC/265-45631	POP: 09/09/25-2025 BLK OVERHEAD DOOR REPAIRS	90008691	10/14/2025	175.00
	1000-14-14300-513010-00000000-	SVC/265-45429	POP: 09/09/25-2025 BLK OVERHEAD DOOR REPAIRS	90008691	10/14/2025	431.25
	Total Paid by Vendor					**11,578.37**
DIRECT COMMUNICATIONS INC	1000-19-00000-515370-00000000-	100125	POP:09/01/25-09/30/25-RES 24-774 CONSULTING SVCS	108059	10/14/2025	14,000.00
	Total Paid by Vendor					**14,000.00**
DIVERSIFIED ELEVATOR SERVICE & EQUIPMENT CO, INC.	1000-53-53200-513010-PK1010XX-	28549	POP:10/01/25-10/31/25- MAINTENANCE A, B, & O	90008632	10/7/2025	305.00
	1000-53-53200-513010-PK1030XX-	28549	POP:10/01/25-10/31/25- MAINTENANCE A, B, & O	90008632	10/7/2025	800.00
	1000-53-53200-513010-PK1040XX-	28549	POP:10/01/25-10/31/25- MAINTENANCE A, B, & O	90008632	10/7/2025	420.00
	Total Paid by Vendor					**1,525.00**
DRAKE & HARLAN PROPERTIES INC	1000-14-14300-515460-00000000-	10012025	POP: 10/01/25-10/31/25-12TH AVE WAREHOUSE LEASE	108060	10/14/2025	3,900.00
	Total Paid by Vendor					**3,900.00**
DUTCH OIL COMPANY	1000-13-13100-514010-00000000-	CFN-45128	FUELING TRANS DATED 092925	90008633	10/7/2025	18.16
	1000-14-14100-514010-00000000-	CFN-45128	FUELING TRANS DATED 092925	90008633	10/7/2025	99.79
	1000-15-15100-514010-00000000-	CFN-45128	FUELING TRANS DATED 092925	90008633	10/7/2025	33.93

1000-17-17100-514010-00000000-	CFN-45128	FUELING TRANS DATED 092925	90008633	10/7/2025	49.89
1000-30-30100-514010-00000000-	CFN-45128	FUELING TRANS DATED 092925	90008633	10/7/2025	31.29
1000-30-30100-514010-00000000-	CFN-45128	FUELING TRANS DATED 092925	90008633	10/7/2025	10.94
1000-30-30100-514010-00000000-	CFN-45128	FUELING TRANS DATED 092925	90008633	10/7/2025	37.20
1000-41-41100-514010-00000000-	CFN-45128	FUELING TRANS DATED 092925	90008633	10/7/2025	2,809.17
1000-41-41100-514010-00000000-	CFN-45128	FUELING TRANS DATED 092925	90008633	10/7/2025	444.90
1000-41-41100-514010-00000000-	CFN-45128	FUELING TRANS DATED 092925	90008633	10/7/2025	26.47
1000-41-41100-514010-00000000-	CFN-45128	FUELING TRANS DATED 092925	90008633	10/7/2025	183.60
1000-42-42100-514010-00000000-	CFN-45128	FUELING TRANS DATED 092925	90008633	10/7/2025	850.80
1000-42-42100-514010-00000000-	CFN-45128	FUELING TRANS DATED 092925	90008633	10/7/2025	119.27
1000-42-42100-514010-00000000-	CFN-45128	FUELING TRANS DATED 092925	90008633	10/7/2025	20.79
1000-50-00000-514010-00000000-	CFN-45128	FUELING TRANS DATED 092925	90008633	10/7/2025	65.86
1000-51-00000-514010-00000000-	CFN-45128	FUELING TRANS DATED 092925	90008633	10/7/2025	120.34
1000-52-52100-514010-00000000-	CFN-45128	FUELING TRANS DATED 092925	90008633	10/7/2025	47.04
1000-52-52100-514010-00000000-	CFN-45128	FUELING TRANS DATED 092925	90008633	10/7/2025	34.81
1000-52-52100-514010-00000000-	CFN-45128	FUELING TRANS DATED 092925	90008633	10/7/2025	149.56
1000-52-52100-514010-00000000-	CFN-45128	FUELING TRANS DATED 092925	90008633	10/7/2025	158.49
1000-52-52100-514010-00000000-	CFN-45128	FUELING TRANS DATED 092925	90008633	10/7/2025	121.68
1000-52-52100-514010-00000000-	CFN-45128	FUELING TRANS DATED 092925	90008633	10/7/2025	150.16
1000-52-52100-514010-00000000-	CFN-45128	FUELING TRANS DATED 092925	90008633	10/7/2025	67.17
1000-52-52100-514010-00000000-	CFN-45128	FUELING TRANS DATED 092925	90008633	10/7/2025	57.28
1000-52-52100-514010-00000000-	CFN-45128	FUELING TRANS DATED 092925	90008633	10/7/2025	473.47
1000-53-53200-514010-00000000-	CFN-45128	FUELING TRANS DATED 092925	90008633	10/7/2025	24.51
1000-53-53400-514010-00000000-	CFN-45128	FUELING TRANS DATED 092925	90008633	10/7/2025	126.92
1000-55-55100-514010-00000000-	CFN-45128	FUELING TRANS DATED 092925	90008633	10/7/2025	40.28
1000-55-55300-514010-00000000-	CFN-45128	FUELING TRANS DATED 092925	90008633	10/7/2025	86.47
1000-55-55400-514010-00000000-	CFN-45128	FUELING TRANS DATED 092925	90008633	10/7/2025	809.04
1000-70-70200-514010-00000000-	CFN-45128	FUELING TRANS DATED 092925	90008633	10/7/2025	80.06
1000-71-71100-514010-00000000-	CFN-45128	FUELING TRANS DATED 092925	90008633	10/7/2025	103.06
1000-71-71100-514010-00000000-	CFN-45128	FUELING TRANS DATED 092925	90008633	10/7/2025	40.93
1000-72-00000-514010-00000000-	CFN-45128	FUELING TRANS DATED 092925	90008633	10/7/2025	136.13
1000-74-74100-514010-00000000-	CFN-45128	FUELING TRANS DATED 092925	90008633	10/7/2025	26.47
1000-75-75100-514010-00000000-	CFN-45128	FUELING TRANS DATED 092925	90008633	10/7/2025	87.84
1000-75-75100-514010-00000000-	CFN-45128	FUELING TRANS DATED 092925	90008633	10/7/2025	94.98
1000-00-00000-610039-00000000-	CFN-45150	FUELING TRANS DATED 093025	90008633	10/7/2025	83.83
1000-14-14100-514010-00000000-	CFN-45150	FUELING TRANS DATED 093025	90008633	10/7/2025	214.99
1000-15-15100-514010-00000000-	CFN-45150	FUELING TRANS DATED 093025	90008633	10/7/2025	28.60
1000-17-17100-514010-00000000-	CFN-45150	FUELING TRANS DATED 093025	90008633	10/7/2025	30.09
1000-30-30100-514010-00000000-	CFN-45150	FUELING TRANS DATED 093025	90008633	10/7/2025	29.24
1000-30-30100-514010-00000000-	CFN-45150	FUELING TRANS DATED 093025	90008633	10/7/2025	121.48
1000-30-30100-514010-00000000-	CFN-45150	FUELING TRANS DATED 093025	90008633	10/7/2025	69.43
1000-41-41100-514010-00000000-	CFN-45150	FUELING TRANS DATED 093025	90008633	10/7/2025	2,824.74
1000-41-41100-514010-00000000-	CFN-45150	FUELING TRANS DATED 093025	90008633	10/7/2025	291.31
1000-41-41100-514010-00000000-	CFN-45150	FUELING TRANS DATED 093025	90008633	10/7/2025	31.16
1000-41-41100-514010-00000000-	CFN-45150	FUELING TRANS DATED 093025	90008633	10/7/2025	140.97
1000-41-41100-514010-00000000-	CFN-45150	FUELING TRANS DATED 093025	90008633	10/7/2025	339.80
1000-42-42100-514010-00000000-	CFN-45150	FUELING TRANS DATED 093025	90008633	10/7/2025	558.92
1000-42-42100-514010-00000000-	CFN-45150	FUELING TRANS DATED 093025	90008633	10/7/2025	131.54
1000-42-42100-514010-00000000-	CFN-45150	FUELING TRANS DATED 093025	90008633	10/7/2025	81.02
1000-50-00000-514010-00000000-	CFN-45150	FUELING TRANS DATED 093025	90008633	10/7/2025	106.89
1000-52-52100-514010-00000000-	CFN-45150	FUELING TRANS DATED 093025	90008633	10/7/2025	53.14
1000-52-52100-514010-00000000-	CFN-45150	FUELING TRANS DATED 093025	90008633	10/7/2025	140.09
1000-52-52100-514010-00000000-	CFN-45150	FUELING TRANS DATED 093025	90008633	10/7/2025	185.61
1000-52-52100-514010-00000000-	CFN-45150	FUELING TRANS DATED 093025	90008633	10/7/2025	518.92
1000-52-52100-514010-00000000-	CFN-45150	FUELING TRANS DATED 093025	90008633	10/7/2025	140.86
1000-52-52100-514010-00000000-	CFN-45150	FUELING TRANS DATED 093025	90008633	10/7/2025	347.84
1000-52-52100-514010-00000000-	CFN-45150	FUELING TRANS DATED 093025	90008633	10/7/2025	18.96
1000-52-52100-514010-00000000-	CFN-45150	FUELING TRANS DATED 093025	90008633	10/7/2025	222.71
1000-52-52100-514010-00000000-	CFN-45150	FUELING TRANS DATED 093025	90008633	10/7/2025	25.36
1000-53-53200-514010-00000000-	CFN-45150	FUELING TRANS DATED 093025	90008633	10/7/2025	91.17
1000-53-53400-514010-00000000-	CFN-45150	FUELING TRANS DATED 093025	90008633	10/7/2025	12.89

1000-55-55100-514010-00000000-	CFN-45150	FUELING TRANS DATED 093025	90008633	10/7/2025	33.54
1000-55-55100-514010-00000000-	CFN-45150	FUELING TRANS DATED 093025	90008633	10/7/2025	35.48
1000-55-55300-514010-00000000-	CFN-45150	FUELING TRANS DATED 093025	90008633	10/7/2025	708.88
1000-55-55400-514010-00000000-	CFN-45150	FUELING TRANS DATED 093025	90008633	10/7/2025	972.74
1000-70-70200-514010-00000000-	CFN-45150	FUELING TRANS DATED 093025	90008633	10/7/2025	59.98
1000-71-71100-514010-00000000-	CFN-45150	FUELING TRANS DATED 093025	90008633	10/7/2025	104.87
1000-72-00000-514010-00000000-	CFN-45150	FUELING TRANS DATED 093025	90008633	10/7/2025	212.11
1000-73-73100-514010-00000000-	CFN-45150	FUELING TRANS DATED 093025	90008633	10/7/2025	42.12
1000-74-74100-514010-00000000-	CFN-45150	FUELING TRANS DATED 093025	90008633	10/7/2025	45.15
1000-75-75100-514010-00000000-	CFN-45150	FUELING TRANS DATED 093025	90008633	10/7/2025	66.87
1000-75-75100-514010-00000000-	CFN-45150	FUELING TRANS DATED 093025	90008633	10/7/2025	103.25
1000-14-14100-514010-00000000-	CFN-45339	FUELING TRANS DATED 100125	90008633	10/7/2025	189.81
1000-17-17100-514010-00000000-	CFN-45339	FUELING TRANS DATED 100125	90008633	10/7/2025	14.46
1000-30-30100-514010-00000000-	CFN-45339	FUELING TRANS DATED 100125	90008633	10/7/2025	19.16
1000-30-30100-514010-00000000-	CFN-45339	FUELING TRANS DATED 100125	90008633	10/7/2025	42.99
1000-30-30100-514010-00000000-	CFN-45339	FUELING TRANS DATED 100125	90008633	10/7/2025	10.85
1000-30-30100-514010-00000000-	CFN-45339	FUELING TRANS DATED 100125	90008633	10/7/2025	23.83
1000-41-41100-514010-00000000-	CFN-45339	FUELING TRANS DATED 100125	90008633	10/7/2025	2,870.08
1000-41-41100-514010-00000000-	CFN-45339	FUELING TRANS DATED 100125	90008633	10/7/2025	546.24
1000-41-41100-514010-00000000-	CFN-45339	FUELING TRANS DATED 100125	90008633	10/7/2025	35.11
1000-41-41100-514010-00000000-	CFN-45339	FUELING TRANS DATED 100125	90008633	10/7/2025	221.30
1000-42-42100-514010-00000000-	CFN-45339	FUELING TRANS DATED 100125	90008633	10/7/2025	737.67
1000-42-42100-514010-00000000-	CFN-45339	FUELING TRANS DATED 100125	90008633	10/7/2025	59.38
1000-42-42100-514010-00000000-	CFN-45339	FUELING TRANS DATED 100125	90008633	10/7/2025	27.03
1000-50-00000-514010-00000000-	CFN-45339	FUELING TRANS DATED 100125	90008633	10/7/2025	126.19
1000-51-00000-514010-00000000-	CFN-45339	FUELING TRANS DATED 100125	90008633	10/7/2025	55.33
1000-52-52100-514010-00000000-	CFN-45339	FUELING TRANS DATED 100125	90008633	10/7/2025	82.68
1000-52-52100-514010-00000000-	CFN-45339	FUELING TRANS DATED 100125	90008633	10/7/2025	84.28
1000-52-52100-514010-00000000-	CFN-45339	FUELING TRANS DATED 100125	90008633	10/7/2025	365.57
1000-52-52100-514010-00000000-	CFN-45339	FUELING TRANS DATED 100125	90008633	10/7/2025	329.54
1000-52-52100-514010-00000000-	CFN-45339	FUELING TRANS DATED 100125	90008633	10/7/2025	307.92
1000-52-52100-514010-00000000-	CFN-45339	FUELING TRANS DATED 100125	90008633	10/7/2025	118.11
1000-52-52100-514010-00000000-	CFN-45339	FUELING TRANS DATED 100125	90008633	10/7/2025	30.85
1000-52-52100-514010-00000000-	CFN-45339	FUELING TRANS DATED 100125	90008633	10/7/2025	260.20
1000-52-52100-514010-00000000-	CFN-45339	FUELING TRANS DATED 100125	90008633	10/7/2025	72.10
1000-52-52100-514010-00000000-	CFN-45339	FUELING TRANS DATED 100125	90008633	10/7/2025	229.03
1000-53-53200-514010-00000000-	CFN-45339	FUELING TRANS DATED 100125	90008633	10/7/2025	34.47
1000-53-53400-514010-00000000-	CFN-45339	FUELING TRANS DATED 100125	90008633	10/7/2025	56.81
1000-55-55100-514010-00000000-	CFN-45339	FUELING TRANS DATED 100125	90008633	10/7/2025	45.75
1000-55-55300-514010-00000000-	CFN-45339	FUELING TRANS DATED 100125	90008633	10/7/2025	533.87
1000-55-55400-514010-00000000-	CFN-45339	FUELING TRANS DATED 100125	90008633	10/7/2025	767.10
1000-70-70200-514010-00000000-	CFN-45339	FUELING TRANS DATED 100125	90008633	10/7/2025	70.42
1000-71-71100-514010-00000000-	CFN-45339	FUELING TRANS DATED 100125	90008633	10/7/2025	111.15
1000-71-71100-514010-00000000-	CFN-45339	FUELING TRANS DATED 100125	90008633	10/7/2025	42.77
1000-72-00000-514010-00000000-	CFN-45339	FUELING TRANS DATED 100125	90008633	10/7/2025	89.58
1000-75-75100-514010-00000000-	CFN-45339	FUELING TRANS DATED 100125	90008633	10/7/2025	37.01
1000-75-75100-514010-00000000-	CFN-45339	FUELING TRANS DATED 100125	90008633	10/7/2025	29.81
1000-00-00000-610039-00000000-	CFN-45350	FUELING TRANS DATED 100225	90008692	10/14/2025	109.50
1000-14-14100-514010-00000000-	CFN-45350	FUELING TRANS DATED 100225	90008692	10/14/2025	219.63
1000-15-15100-514010-00000000-	CFN-45350	FUELING TRANS DATED 100225	90008692	10/14/2025	33.29
1000-30-30100-514010-00000000-	CFN-45350	FUELING TRANS DATED 100225	90008692	10/14/2025	37.49
1000-30-30100-514010-00000000-	CFN-45350	FUELING TRANS DATED 100225	90008692	10/14/2025	21.18
1000-41-41100-514010-00000000-	CFN-45350	FUELING TRANS DATED 100225	90008692	10/14/2025	2,638.01
1000-41-41100-514010-00000000-	CFN-45350	FUELING TRANS DATED 100225	90008692	10/14/2025	549.71
1000-41-41100-514010-00000000-	CFN-45350	FUELING TRANS DATED 100225	90008692	10/14/2025	74.54
1000-41-41100-514010-00000000-	CFN-45350	FUELING TRANS DATED 100225	90008692	10/14/2025	296.08
1000-42-42100-514010-00000000-	CFN-45350	FUELING TRANS DATED 100225	90008692	10/14/2025	851.93
1000-42-42100-514010-00000000-	CFN-45350	FUELING TRANS DATED 100225	90008692	10/14/2025	94.25
1000-42-42100-514010-00000000-	CFN-45350	FUELING TRANS DATED 100225	90008692	10/14/2025	69.46
1000-50-00000-514010-00000000-	CFN-45350	FUELING TRANS DATED 100225	90008692	10/14/2025	126.86
1000-51-00000-514010-00000000-	CFN-45350	FUELING TRANS DATED 100225	90008692	10/14/2025	35.58

1000-52-52100-514010-00000000-	CFN-45350	FUELING TRANS DATED 100225	90008692	10/14/2025	116.89
1000-52-52100-514010-00000000-	CFN-45350	FUELING TRANS DATED 100225	90008692	10/14/2025	48.66
1000-52-52100-514010-00000000-	CFN-45350	FUELING TRANS DATED 100225	90008692	10/14/2025	169.09
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1000-52-52100-514010-00000000-	CFN-45350	FUELING TRANS DATED 100225	90008692	10/14/2025	177.80
1000-52-52100-514010-00000000-	CFN-45350	FUELING TRANS DATED 100225	90008692	10/14/2025	52.53
1000-52-52100-514010-00000000-	CFN-45350	FUELING TRANS DATED 100225	90008692	10/14/2025	164.49
1000-52-52100-514010-00000000-	CFN-45350	FUELING TRANS DATED 100225	90008692	10/14/2025	45.98
1000-52-52100-514010-00000000-	CFN-45350	FUELING TRANS DATED 100225	90008692	10/14/2025	223.41
1000-52-52100-514010-00000000-	CFN-45350	FUELING TRANS DATED 100225	90008692	10/14/2025	37.07
1000-53-53400-514010-00000000-	CFN-45350	FUELING TRANS DATED 100225	90008692	10/14/2025	18.01
1000-55-55100-514010-00000000-	CFN-45350	FUELING TRANS DATED 100225	90008692	10/14/2025	41.72
1000-55-55100-514010-00000000-	CFN-45350	FUELING TRANS DATED 100225	90008692	10/14/2025	38.76
1000-55-55300-514010-00000000-	CFN-45350	FUELING TRANS DATED 100225	90008692	10/14/2025	439.36
1000-55-55400-514010-00000000-	CFN-45350	FUELING TRANS DATED 100225	90008692	10/14/2025	1,186.55
1000-70-70200-514010-00000000-	CFN-45350	FUELING TRANS DATED 100225	90008692	10/14/2025	55.91
1000-71-71100-514010-00000000-	CFN-45350	FUELING TRANS DATED 100225	90008692	10/14/2025	192.96
1000-71-71100-514010-00000000-	CFN-45350	FUELING TRANS DATED 100225	90008692	10/14/2025	27.96
1000-72-00000-514010-00000000-	CFN-45350	FUELING TRANS DATED 100225	90008692	10/14/2025	260.27
1000-75-75100-514010-00000000-	CFN-45350	FUELING TRANS DATED 100225	90008692	10/14/2025	40.45
1000-00-00000-610039-00000000-	CFN-45370	FUELING TRANS DATED 100325	90008692	10/14/2025	20.87
1000-12-12100-514010-00000000-	CFN-45370	FUELING TRANS DATED 100325	90008692	10/14/2025	22.50
1000-14-14100-514010-00000000-	CFN-45370	FUELING TRANS DATED 100325	90008692	10/14/2025	270.91
1000-15-15100-514010-00000000-	CFN-45370	FUELING TRANS DATED 100325	90008692	10/14/2025	78.08
1000-30-30100-514010-00000000-	CFN-45370	FUELING TRANS DATED 100325	90008692	10/14/2025	25.82
1000-30-30100-514010-00000000-	CFN-45370	FUELING TRANS DATED 100325	90008692	10/14/2025	21.66
1000-41-41100-514010-00000000-	CFN-45370	FUELING TRANS DATED 100325	90008692	10/14/2025	2,725.03
1000-41-41100-514010-00000000-	CFN-45370	FUELING TRANS DATED 100325	90008692	10/14/2025	277.76
1000-41-41100-514010-00000000-	CFN-45370	FUELING TRANS DATED 100325	90008692	10/14/2025	40.83
1000-41-41100-514010-00000000-	CFN-45370	FUELING TRANS DATED 100325	90008692	10/14/2025	202.40
1000-42-42100-514010-00000000-	CFN-45370	FUELING TRANS DATED 100325	90008692	10/14/2025	508.71
1000-42-42100-514010-00000000-	CFN-45370	FUELING TRANS DATED 100325	90008692	10/14/2025	99.54
1000-42-42100-514010-00000000-	CFN-45370	FUELING TRANS DATED 100325	90008692	10/14/2025	25.61
1000-50-00000-514010-00000000-	CFN-45370	FUELING TRANS DATED 100325	90008692	10/14/2025	86.42
1000-51-00000-514010-00000000-	CFN-45370	FUELING TRANS DATED 100325	90008692	10/14/2025	49.99
1000-52-52100-514010-00000000-	CFN-45370	FUELING TRANS DATED 100325	90008692	10/14/2025	65.06
1000-52-52100-514010-00000000-	CFN-45370	FUELING TRANS DATED 100325	90008692	10/14/2025	123.31
1000-52-52100-514010-00000000-	CFN-45370	FUELING TRANS DATED 100325	90008692	10/14/2025	526.60
1000-52-52100-514010-00000000-	CFN-45370	FUELING TRANS DATED 100325	90008692	10/14/2025	123.81
1000-52-52100-514010-00000000-	CFN-45370	FUELING TRANS DATED 100325	90008692	10/14/2025	141.63
1000-52-52100-514010-00000000-	CFN-45370	FUELING TRANS DATED 100325	90008692	10/14/2025	289.60
1000-52-52100-514010-00000000-	CFN-45370	FUELING TRANS DATED 100325	90008692	10/14/2025	292.11
1000-52-52100-514010-00000000-	CFN-45370	FUELING TRANS DATED 100325	90008692	10/14/2025	21.66
1000-53-53100-514010-00000000-	CFN-45370	FUELING TRANS DATED 100325	90008692	10/14/2025	19.16
1000-53-53400-514010-00000000-	CFN-45370	FUELING TRANS DATED 100325	90008692	10/14/2025	31.66
1000-55-55100-514010-00000000-	CFN-45370	FUELING TRANS DATED 100325	90008692	10/14/2025	39.79
1000-55-55300-514010-00000000-	CFN-45370	FUELING TRANS DATED 100325	90008692	10/14/2025	113.02
1000-55-55400-514010-00000000-	CFN-45370	FUELING TRANS DATED 100325	90008692	10/14/2025	283.75
1000-70-70200-514010-00000000-	CFN-45370	FUELING TRANS DATED 100325	90008692	10/14/2025	76.56
1000-71-71100-514010-00000000-	CFN-45370	FUELING TRANS DATED 100325	90008692	10/14/2025	78.24
1000-72-00000-514010-00000000-	CFN-45370	FUELING TRANS DATED 100325	90008692	10/14/2025	220.14
1000-74-74100-514010-00000000-	CFN-45370	FUELING TRANS DATED 100325	90008692	10/14/2025	38.95
1000-74-74100-514010-00000000-	CFN-45370	FUELING TRANS DATED 100325	90008692	10/14/2025	59.56
1000-75-75100-514010-00000000-	CFN-45370	FUELING TRANS DATED 100325	90008692	10/14/2025	177.73
1000-75-75100-514010-00000000-	CFN-45370	FUELING TRANS DATED 100325	90008692	10/14/2025	163.83
1000-30-30100-514010-00000000-	CFN-45390	FUELING TRANS DATED 100425	90008692	10/14/2025	28.52
1000-30-30100-514010-00000000-	CFN-45390	FUELING TRANS DATED 100425	90008692	10/14/2025	65.40
1000-41-41100-514010-00000000-	CFN-45390	FUELING TRANS DATED 100425	90008692	10/14/2025	2,429.03
1000-41-41100-514010-00000000-	CFN-45390	FUELING TRANS DATED 100425	90008692	10/14/2025	62.90
1000-41-41100-514010-00000000-	CFN-45390	FUELING TRANS DATED 100425	90008692	10/14/2025	2.09
1000-41-41100-514010-00000000-	CFN-45390	FUELING TRANS DATED 100425	90008692	10/14/2025	39.63

1000-41-41100-514010-00000000-	CFN-45390	FUELING TRANS DATED 100425	90008692	10/14/2025	314.22
1000-42-42100-514010-00000000-	CFN-45390	FUELING TRANS DATED 100425	90008692	10/14/2025	356.68
1000-50-00000-514010-00000000-	CFN-45390	FUELING TRANS DATED 100425	90008692	10/14/2025	125.40
1000-52-52100-514010-00000000-	CFN-45390	FUELING TRANS DATED 100425	90008692	10/14/2025	18.04
1000-53-53400-514010-00000000-	CFN-45390	FUELING TRANS DATED 100425	90008692	10/14/2025	46.49
1000-75-75100-514010-00000000-	CFN-45390	FUELING TRANS DATED 100425	90008692	10/14/2025	53.57
1000-30-30100-514010-00000000-	CFN-45405	FUELING TRANS DATED 100525	90008692	10/14/2025	60.18
1000-41-41100-514010-00000000-	CFN-45405	FUELING TRANS DATED 100525	90008692	10/14/2025	1,968.56
1000-41-41100-514010-00000000-	CFN-45405	FUELING TRANS DATED 100525	90008692	10/14/2025	73.37
1000-42-42100-514010-00000000-	CFN-45405	FUELING TRANS DATED 100525	90008692	10/14/2025	434.90
1000-42-42100-514010-00000000-	CFN-45405	FUELING TRANS DATED 100525	90008692	10/14/2025	20.76
1000-50-00000-514010-00000000-	CFN-45405	FUELING TRANS DATED 100525	90008692	10/14/2025	23.43
1000-53-53400-514010-00000000-	CFN-45405	FUELING TRANS DATED 100525	90008692	10/14/2025	17.40
1000-55-55400-514010-00000000-	CFN-45405	FUELING TRANS DATED 100525	90008692	10/14/2025	232.43
1000-00-00000-610039-00000000-	CFN-45407	FUELING TRANS DATED 100625	90008692	10/14/2025	49.48
1000-14-14100-514010-00000000-	CFN-45407	FUELING TRANS DATED 100625	90008692	10/14/2025	171.85
1000-17-17100-514010-00000000-	CFN-45407	FUELING TRANS DATED 100625	90008692	10/14/2025	19.70
1000-30-30100-514010-00000000-	CFN-45407	FUELING TRANS DATED 100625	90008692	10/14/2025	63.41
1000-30-30100-514010-00000000-	CFN-45407	FUELING TRANS DATED 100625	90008692	10/14/2025	44.03
1000-30-30100-514010-00000000-	CFN-45407	FUELING TRANS DATED 100625	90008692	10/14/2025	28.09
1000-41-41100-514010-00000000-	CFN-45407	FUELING TRANS DATED 100625	90008692	10/14/2025	2,567.45
1000-41-41100-514010-00000000-	CFN-45407	FUELING TRANS DATED 100625	90008692	10/14/2025	527.33
1000-41-41100-514010-00000000-	CFN-45407	FUELING TRANS DATED 100625	90008692	10/14/2025	32.71
1000-41-41100-514010-00000000-	CFN-45407	FUELING TRANS DATED 100625	90008692	10/14/2025	267.32
1000-42-42100-514010-00000000-	CFN-45407	FUELING TRANS DATED 100625	90008692	10/14/2025	518.50
1000-42-42100-514010-00000000-	CFN-45407	FUELING TRANS DATED 100625	90008692	10/14/2025	75.69
1000-50-00000-514010-00000000-	CFN-45407	FUELING TRANS DATED 100625	90008692	10/14/2025	117.66
1000-52-52100-514010-00000000-	CFN-45407	FUELING TRANS DATED 100625	90008692	10/14/2025	72.03
1000-52-52100-514010-00000000-	CFN-45407	FUELING TRANS DATED 100625	90008692	10/14/2025	195.86
1000-52-52100-514010-00000000-	CFN-45407	FUELING TRANS DATED 100625	90008692	10/14/2025	347.47
1000-52-52100-514010-00000000-	CFN-45407	FUELING TRANS DATED 100625	90008692	10/14/2025	98.83
1000-52-52100-514010-00000000-	CFN-45407	FUELING TRANS DATED 100625	90008692	10/14/2025	101.65
1000-52-52100-514010-00000000-	CFN-45407	FUELING TRANS DATED 100625	90008692	10/14/2025	137.10
1000-52-52100-514010-00000000-	CFN-45407	FUELING TRANS DATED 100625	90008692	10/14/2025	85.86
1000-52-52100-514010-00000000-	CFN-45407	FUELING TRANS DATED 100625	90008692	10/14/2025	273.83
1000-53-53200-514010-00000000-	CFN-45407	FUELING TRANS DATED 100625	90008692	10/14/2025	79.78
1000-53-53400-514010-00000000-	CFN-45407	FUELING TRANS DATED 100625	90008692	10/14/2025	32.84
1000-55-55100-514010-00000000-	CFN-45407	FUELING TRANS DATED 100625	90008692	10/14/2025	48.84
1000-55-55300-514010-00000000-	CFN-45407	FUELING TRANS DATED 100625	90008692	10/14/2025	668.02
1000-55-55400-514010-00000000-	CFN-45407	FUELING TRANS DATED 100625	90008692	10/14/2025	312.78
1000-70-70200-514010-00000000-	CFN-45407	FUELING TRANS DATED 100625	90008692	10/14/2025	83.30
1000-71-71100-514010-00000000-	CFN-45407	FUELING TRANS DATED 100625	90008692	10/14/2025	80.94
1000-72-00000-514010-00000000-	CFN-45407	FUELING TRANS DATED 100625	90008692	10/14/2025	192.00
1000-75-75100-514010-00000000-	CFN-45407	FUELING TRANS DATED 100625	90008692	10/14/2025	171.03
1000-00-00000-610039-00000000-	CFN-45432	FUELING TRANS DATED 100725	90008692	10/14/2025	24.58
1000-13-13100-514010-00000000-	CFN-45432	FUELING TRANS DATED 100725	90008692	10/14/2025	23.93
1000-14-14100-514010-00000000-	CFN-45432	FUELING TRANS DATED 100725	90008692	10/14/2025	342.99
1000-30-30100-514010-00000000-	CFN-45432	FUELING TRANS DATED 100725	90008692	10/14/2025	28.86
1000-30-30100-514010-00000000-	CFN-45432	FUELING TRANS DATED 100725	90008692	10/14/2025	29.08
1000-41-41100-514010-00000000-	CFN-45432	FUELING TRANS DATED 100725	90008692	10/14/2025	2,505.60
1000-41-41100-514010-00000000-	CFN-45432	FUELING TRANS DATED 100725	90008692	10/14/2025	254.88
1000-41-41100-514010-00000000-	CFN-45432	FUELING TRANS DATED 100725	90008692	10/14/2025	37.59
1000-41-41100-514010-00000000-	CFN-45432	FUELING TRANS DATED 100725	90008692	10/14/2025	157.90
1000-42-42100-514010-00000000-	CFN-45432	FUELING TRANS DATED 100725	90008692	10/14/2025	770.49
1000-42-42100-514010-00000000-	CFN-45432	FUELING TRANS DATED 100725	90008692	10/14/2025	137.60
1000-42-42100-514010-00000000-	CFN-45432	FUELING TRANS DATED 100725	90008692	10/14/2025	145.29
1000-50-00000-514010-00000000-	CFN-45432	FUELING TRANS DATED 100725	90008692	10/14/2025	102.33
1000-52-52100-514010-00000000-	CFN-45432	FUELING TRANS DATED 100725	90008692	10/14/2025	50.01
1000-52-52100-514010-00000000-	CFN-45432	FUELING TRANS DATED 100725	90008692	10/14/2025	90.00
1000-52-52100-514010-00000000-	CFN-45432	FUELING TRANS DATED 100725	90008692	10/14/2025	102.14
1000-52-52100-514010-00000000-	CFN-45432	FUELING TRANS DATED 100725	90008692	10/14/2025	97.45

		1000-52-52100-514010-00000000-	CFN-45432	FUELING TRANS DATED 100725	90008692	10/14/2025	85.72
		1000-52-52100-514010-00000000-	CFN-45432	FUELING TRANS DATED 100725	90008692	10/14/2025	53.98
		1000-52-52100-514010-00000000-	CFN-45432	FUELING TRANS DATED 100725	90008692	10/14/2025	66.67
		1000-52-52100-514010-00000000-	CFN-45432	FUELING TRANS DATED 100725	90008692	10/14/2025	63.96
		1000-52-52100-514010-00000000-	CFN-45432	FUELING TRANS DATED 100725	90008692	10/14/2025	27.35
		1000-52-52100-514010-00000000-	CFN-45432	FUELING TRANS DATED 100725	90008692	10/14/2025	42.94
		1000-53-53200-514010-00000000-	CFN-45432	FUELING TRANS DATED 100725	90008692	10/14/2025	52.12
		1000-53-53400-514010-00000000-	CFN-45432	FUELING TRANS DATED 100725	90008692	10/14/2025	27.26
		1000-55-55100-514010-00000000-	CFN-45432	FUELING TRANS DATED 100725	90008692	10/14/2025	33.12
		1000-55-55100-514010-00000000-	CFN-45432	FUELING TRANS DATED 100725	90008692	10/14/2025	42.74
		1000-55-55300-514010-00000000-	CFN-45432	FUELING TRANS DATED 100725	90008692	10/14/2025	389.05
		1000-55-55400-514010-00000000-	CFN-45432	FUELING TRANS DATED 100725	90008692	10/14/2025	1,044.75
		1000-70-70200-514010-00000000-	CFN-45432	FUELING TRANS DATED 100725	90008692	10/14/2025	70.08
		1000-71-71100-514010-00000000-	CFN-45432	FUELING TRANS DATED 100725	90008692	10/14/2025	89.09
		1000-73-73100-514010-00000000-	CFN-45432	FUELING TRANS DATED 100725	90008692	10/14/2025	26.93
		1000-74-74100-514010-00000000-	CFN-45432	FUELING TRANS DATED 100725	90008692	10/14/2025	15.38
		1000-55-55400-514010-00000000-	INV-226123	POP: 10/01/25-FY26 Q1 FUEL BLANKET	90008692	10/14/2025	759.84
		1000-00-00000-610039-00000000-	CFN-45440	FUELING TRANS DATED 100825	90008692	10/14/2025	56.01
		1000-14-14100-514010-00000000-	CFN-45440	FUELING TRANS DATED 100825	90008692	10/14/2025	295.24
		1000-15-15100-514010-00000000-	CFN-45440	FUELING TRANS DATED 100825	90008692	10/14/2025	66.92
		1000-30-30100-514010-00000000-	CFN-45440	FUELING TRANS DATED 100825	90008692	10/14/2025	83.37
		1000-30-30100-514010-00000000-	CFN-45440	FUELING TRANS DATED 100825	90008692	10/14/2025	61.39
		1000-41-41100-514010-00000000-	CFN-45440	FUELING TRANS DATED 100825	90008692	10/14/2025	2,835.84
		1000-41-41100-514010-00000000-	CFN-45440	FUELING TRANS DATED 100825	90008692	10/14/2025	349.98
		1000-41-41100-514010-00000000-	CFN-45440	FUELING TRANS DATED 100825	90008692	10/14/2025	40.21
		1000-41-41100-514010-00000000-	CFN-45440	FUELING TRANS DATED 100825	90008692	10/14/2025	41.92
		1000-41-41100-514010-00000000-	CFN-45440	FUELING TRANS DATED 100825	90008692	10/14/2025	234.16
		1000-42-42100-514010-00000000-	CFN-45440	FUELING TRANS DATED 100825	90008692	10/14/2025	464.04
		1000-42-42100-514010-00000000-	CFN-45440	FUELING TRANS DATED 100825	90008692	10/14/2025	38.05
		1000-42-42100-514010-00000000-	CFN-45440	FUELING TRANS DATED 100825	90008692	10/14/2025	16.47
		1000-50-00000-514010-00000000-	CFN-45440	FUELING TRANS DATED 100825	90008692	10/14/2025	187.32
		1000-51-00000-514010-00000000-	CFN-45440	FUELING TRANS DATED 100825	90008692	10/14/2025	52.81
		1000-52-52100-514010-00000000-	CFN-45440	FUELING TRANS DATED 100825	90008692	10/14/2025	62.67
		1000-52-52100-514010-00000000-	CFN-45440	FUELING TRANS DATED 100825	90008692	10/14/2025	182.47
		1000-52-52100-514010-00000000-	CFN-45440	FUELING TRANS DATED 100825	90008692	10/14/2025	98.47
		1000-52-52100-514010-00000000-	CFN-45440	FUELING TRANS DATED 100825	90008692	10/14/2025	176.87
		1000-52-52100-514010-00000000-	CFN-45440	FUELING TRANS DATED 100825	90008692	10/14/2025	192.95
		1000-52-52100-514010-00000000-	CFN-45440	FUELING TRANS DATED 100825	90008692	10/14/2025	196.71
		1000-52-52100-514010-00000000-	CFN-45440	FUELING TRANS DATED 100825	90008692	10/14/2025	131.97
		1000-52-52100-514010-00000000-	CFN-45440	FUELING TRANS DATED 100825	90008692	10/14/2025	284.66
		1000-52-52100-514010-00000000-	CFN-45440	FUELING TRANS DATED 100825	90008692	10/14/2025	99.47
		1000-52-52100-514010-00000000-	CFN-45440	FUELING TRANS DATED 100825	90008692	10/14/2025	38.68
		1000-53-53200-514010-00000000-	CFN-45440	FUELING TRANS DATED 100825	90008692	10/14/2025	40.85
		1000-53-53400-514010-00000000-	CFN-45440	FUELING TRANS DATED 100825	90008692	10/14/2025	28.66
		1000-55-55100-514010-00000000-	CFN-45440	FUELING TRANS DATED 100825	90008692	10/14/2025	34.22
		1000-55-55300-514010-00000000-	CFN-45440	FUELING TRANS DATED 100825	90008692	10/14/2025	483.99
		1000-55-55400-514010-00000000-	CFN-45440	FUELING TRANS DATED 100825	90008692	10/14/2025	674.33
		1000-71-71100-514010-00000000-	CFN-45440	FUELING TRANS DATED 100825	90008692	10/14/2025	113.53
		1000-72-00000-514010-00000000-	CFN-45440	FUELING TRANS DATED 100825	90008692	10/14/2025	263.77
		1000-74-74100-514010-00000000-	CFN-45440	FUELING TRANS DATED 100825	90008692	10/14/2025	23.73
		1000-75-75100-514010-00000000-	CFN-45440	FUELING TRANS DATED 100825	90008692	10/14/2025	83.34
		1000-75-75100-514010-00000000-	CFN-45440	FUELING TRANS DATED 100825	90008692	10/14/2025	150.13
		1000-00-00000-140101-00000000-	INV-226115A	OIL	90008692	10/14/2025	10,155.42
		Total Paid by Vendor					**81,997.61**
	DYNAMIC SECURITY INC	1000-41-41100-515370-00000000-	INVONO62500	POP: 09/01/25-09/30/25-MUNICIPAL SECURITY SVC	90008693	10/14/2025	13,645.20
		Total Paid by Vendor					**13,645.20**
	ELIZABETH HORTON	1000-19-00000-515190-00000000-	SETT CL# FY25-173	SETTLEMENT OF CLAIM # FY25-173	107898	10/7/2025	768.18
		Total Paid by Vendor					**768.18**
	ELWOOD STAFFING SERVICES, INC	1000-53-53200-515370-00000000-	3533879	POP: 09/15/25-09/21/25-TEMP STAFFING FOR PARKING	90008634	10/7/2025	750.00
		1000-53-53200-515370-00000000-	3534207	POP: 09/22/25-09/28/25-TEMP STAFFING FOR PARKING	90008634	10/7/2025	750.00
		1000-52-52100-515370-00000000-	3534219	POP: 09/22/25-09/28/25-LM TEMP PERSONNEL -4TH QTR	90008634	10/7/2025	6,449.25

	1000-52-52100-515370-00000000-	3534213	POP: 09/22/25-09/28/25-LM TEMP PERSONNEL -4TH QTR	90008634	10/7/2025	4,966.43
	1000-52-52100-515370-00000000-	3534210	POP: 09/22/25-09/28/25-LM TEMP PERSONNEL -4TH QTR	90008634	10/7/2025	2,397.85
	1000-52-52100-515370-00000000-	3534209	POP: 09/22/25-09/28/25-LM TEMP PERSONNEL -4TH QTR	90008634	10/7/2025	660.60
	1000-52-52100-515370-00000000-	3534217	POP: 09/22/25-09/28/25-LM TEMP PERSONNEL -4TH QTR	90008634	10/7/2025	1,261.19
	1000-52-52100-515370-00000000-	3534216	POP: 09/22/25-09/28/25-LM TEMP PERSONNEL -4TH QTR	90008634	10/7/2025	3,741.98
	1000-52-52100-515370-00000000-	3534218	POP: 09/22/25-09/28/25-LM TEMP PERSONNEL -4TH QTR	90008634	10/7/2025	3,851.77
	1000-50-00000-515370-00000000-	3534451	POP: 09/29/25-10/05/25-WAGES FOR TEMP EMPLOYEES	90008694	10/14/2025	981.21
	1000-53-53200-515370-00000000-	3534452	POP:09/29/25-10/05/25- TEMP STAFFING FOR PARKING	90008694	10/14/2025	750.00
	Total Paid by Vendor					**26,560.28**
EMILY WILLIAMSON	1000-30-30400-515520-00000000-	10/04/25	POP: 10/04/25-PETTING ZOO-FALL FOR SPECIAL EVENTS	108061	10/14/2025	700.00
	Total Paid by Vendor					**700.00**
EMPLOYEES RETIREMENT SYSTEM OF ALABAMA	1000-00-00000-210270-00000000-	421422	Payroll Run 1 - Warrant 250928	107842	10/1/2025	12,902.16
	Total Paid by Vendor					**12,902.16**
ENNIS-FLINT INC	1000-30-30100-515340-00000000-	485095	PAINT TO RE-STRIPE PARKING LOT.	90008695	10/14/2025	860.75
	Total Paid by Vendor					**860.75**
FACILITY WIZARD SOFTWARE INCORPORATED	1000-00-00000-140200-00000000-	INV-14680	POP 10/01/25-09/30/26 PROJECTO HOSTING FEE	90008636	10/7/2025	41,223.00
	1000-00-00000-140200-00000000-	INV-14679	POP 10/01/25-09/30/26 PERFORMO HOSTING FEE GS	90008636	10/7/2025	25,620.00
	1000-00-00000-140200-00000000-	INV-14681	POP 10/01/25-09/30/26 PERFORMO HOSTING FEES TE	90008636	10/7/2025	28,260.00
	Total Paid by Vendor					**95,103.00**
FASTENAL COMPANY	1000-75-75100-515340-00000000-	ALGO21008	MEASURING WHEEL-NICK NENE	108062	10/14/2025	41.29
	Total Paid by Vendor					**41.29**
FILTER PRO USA LLC	1000-14-14300-515370-00000000-	14654384	POP: 09/01/25-09/30/25-HVAC FILTER SERVICE	90008637	10/7/2025	9,666.01
	Total Paid by Vendor					**9,666.01**
FLEET PRIDE	1000-55-55100-515340-00000000-	129187083	CLEANER FOR ALUMINUM- PWS CONSTRUCTION	108063	10/14/2025	305.97
	Total Paid by Vendor					**305.97**
FORTE PAYMENT SYSTEMS INC	1000-17-17400-520200-00000000-	2002332	MAGTEK EDYNAMO CARD READER FOR IT L MARLER-PARKER	108064	10/14/2025	2,229.37
	Total Paid by Vendor					**2,229.37**
FRATERNAL ORDER OF EAGLES AERIE 3263	1000-00-00000-610999-00000000-	DIST 4 - ORD 25-794	ONE-TIME APPROPRIATION RES 25-794	108065	10/14/2025	5,000.00
	Total Paid by Vendor					**5,000.00**
GALLS LLC	1000-41-41100-515670-00000000-	032591742	2025 UNIFORM ALLOWANCE- BLANKET PO	90008638	10/7/2025	59.71
	1000-41-41100-515670-00000000-	032531207	2025 UNIFORM ALLOWANCE- BLANKET PO	90008638	10/7/2025	59.09
	1000-41-41100-515670-00000000-	032452806	2025 UNIFORM ALLOWANCE- BLANKET PO	90008638	10/7/2025	76.24
	1000-41-41100-515670-00000000-	032452807	2025 UNIFORM ALLOWANCE- BLANKET PO	90008638	10/7/2025	80.46
	1000-41-41100-515670-00000000-	032673086	POLICE RANGER UNIFORMS-BLANKET PO	90008638	10/7/2025	39.84
	1000-41-41100-515670-00000000-	032673084	POLICE RANGER UNIFORMS-BLANKET PO	90008638	10/7/2025	39.84
	1000-41-41100-515670-00000000-	032580214	73RD SESSION 2ND ORDER-BLANKET PO	90008638	10/7/2025	2,683.54
	1000-41-41100-515670-00000000-	032588508	73RD SESSION 2ND ORDER-BLANKET PO	90008638	10/7/2025	2,382.25
	1000-41-41100-515670-00000000-	032668330	73RD SESSION 2ND ORDER-BLANKET PO	90008638	10/7/2025	282.24
	1000-41-41306-515670-00000000-	032519652	SAFETY PATROL UNIFORMS-BLANKET PO	90008638	10/7/2025	28.13
	1000-41-41306-515670-00000000-	032677610	SAFETY PATROL NEW HIRE UNIFORMS-BLANKET PO	90008638	10/7/2025	138.00
	1000-41-41100-515670-00000000-	032411381	PROMOTION/REPLACMENT UNIFORMS-BLANKET PO	90008638	10/7/2025	11.75
	1000-41-41100-515670-00000000-	032451813	PROMOTION/REPLACMENT UNIFORMS-BLANKET PO	90008638	10/7/2025	59.36
	1000-41-41100-515670-00000000-	032672016	PROMOTION/REPLACMENT UNIFORMS-BLANKET PO	90008638	10/7/2025	428.42
	1000-41-41100-515670-00000000-	032626584	PROMOTION/REPLACMENT UNIFORMS-BLANKET PO	90008638	10/7/2025	70.50
	1000-41-41100-515670-00000000-	032684871	PROMOTION/REPLACMENT UNIFORMS-BLANKET PO	90008638	10/7/2025	63.47
	1000-41-41100-515670-00000000-	032624699	PROMOTION/REPLACMENT UNIFORMS-BLANKET PO	90008638	10/7/2025	72.00
	1000-41-41100-515670-00000000-	032595272	PROMOTION/REPLACMENT UNIFORMS-BLANKET PO	90008638	10/7/2025	72.00
	1000-41-41100-515670-00000000-	032593137	PROMOTION/REPLACMENT UNIFORMS-BLANKET PO	90008638	10/7/2025	388.26
	1000-41-41100-515670-00000000-	032569709	PROMOTION/REPLACMENT UNIFORMS-BLANKET PO	90008638	10/7/2025	21.60
	1000-41-41100-515670-00000000-	032580624	PROMOTION/REPLACMENT UNIFORMS-BLANKET PO	90008638	10/7/2025	492.23
	1000-41-41100-515670-00000000-	032580217	PROMOTION/REPLACMENT UNIFORMS-BLANKET PO	90008638	10/7/2025	768.15
	1000-41-41100-515670-00000000-	032510043	PROMOTION/REPLACMENT UNIFORMS-BLANKET PO	90008638	10/7/2025	114.25
	1000-41-41100-515670-00000000-	032567824	PROMOTION/REPLACMENT UNIFORMS-BLANKET PO	90008638	10/7/2025	85.37
	1000-41-41100-515670-00000000-	032568940	PROMOTION/REPLACMENT UNIFORMS-BLANKET PO	90008638	10/7/2025	415.58
	1000-41-41100-515670-00000000-	032700603	PROMOTION/REPLACMENT UNIFORMS-BLANKET PO	90008638	10/7/2025	142.28
	1000-41-41100-515670-00000000-	032673085	POLICE RANGER UNIFORMS-BLANKET PO	90008638	10/7/2025	39.84
	1000-42-42100-515670-00000000-	032671770	UNIFORM ALLOTMENT FY2025 BLANKET	90008697	10/14/2025	268.85
	1000-42-42100-515670-00000000-	032592719	UNIFORM ALLOTMENT FY2025 BLANKET	90008697	10/14/2025	136.06
	1000-42-42100-515670-00000000-	032519612	UNIFORM ALLOTMENT FY2025 BLANKET	90008697	10/14/2025	30.00
	1000-42-42100-515670-00000000-	032451873	UNIFORM ALLOTMENT FY2025 BLANKET	90008697	10/14/2025	27.89
	1000-42-42100-515670-00000000-	032428603	UNIFORM ALLOTMENT FY2025 BLANKET	90008697	10/14/2025	6.35

	1000-42-42100-515670-00000000-	032410012	UNIFORM ALLOTMENT FY2025 BLANKET	90008697	10/14/2025	233.11
	1000-42-42100-515670-00000000-	032423972	UNIFORM ALLOTMENT FY2025 BLANKET	90008697	10/14/2025	42.44
	1000-42-42100-515670-00000000-	032410429	FIRE PROMOTION UNIFORMS BLANKET	90008697	10/14/2025	414.53
	1000-42-42100-515670-00000000-	032541590	UNIFORM ALLOTMENT FY2025 BLANKET	90008697	10/14/2025	460.86
	1000-42-42100-515670-00000000-	032707016	SIZING FOR NEW 5.11 UNIFORMS	90008697	10/14/2025	132.20
	Total Paid by Vendor					**10,866.69**
GEN-CO INC	1000-14-14300-513010-00000000-	51875	POP: 09/04/25-10/03/25- REPAIRS & PREVENTATIVE MAI	108066	10/14/2025	130.00
	Total Paid by Vendor					**130.00**
GLOBAL EQUIPMENT COMPANY INC	1000-30-30600-515340-00000000-	123704323	REPLACEMENT-EXISTING RUSTED METAL STORAGE-SHOWERS	108067	10/14/2025	994.89
	Total Paid by Vendor					**994.89**
GOODYEAR SERVICE STORES	1000-15-15100-513030-00000000-	0000041559	COM TX 093025/41559	107902	10/7/2025	2,439.48
	1000-15-15100-513030-00000000-	0000041637	COM TX 100625/41637	107902	10/7/2025	263.78
	1000-00-00000-140101-00000000-	0000041607	TIRE - PART# 1420948	107902	10/7/2025	1,004.40
	1000-00-00000-140101-00000000-	0000041677	TIRE - PART# 1401990	108068	10/14/2025	2,526.40
	1000-00-00000-140101-00000000-	0000041736	TIRE - PART# 1400010, 1400004	108068	10/14/2025	4,530.80
	Total Paid by Vendor					**10,764.86**
GRACE MATTHEWS & DEBRO LLC	1000-16-16100-515370-00000000-	16232	POP: 08/25/25-09/17/25-HEARING OFFICER FEES	107901	10/7/2025	8,150.00
	Total Paid by Vendor					**8,150.00**
GRANICUS LLC	1000-00-00000-140200-00000000-	214928	POP:10/01/25-9/30/26 LIVE CASE ENCODER - HARDWARE	107903	10/7/2025	38,848.97
	1000-17-17300-520200-00000000-	214928	POP:10/01/25-9/30/26 LIVE CASE ENCODER - HARDWARE	107903	10/7/2025	5,247.00
	Total Paid by Vendor					**44,095.97**
GRAYBAR ELECTRIC COMPANY	1000-14-14300-513010-00000000-	9350428519	ELECTRICAL MATERIALS - OPTIMIST REC CTR	107904	10/7/2025	62.40
	1000-14-14300-513010-00000000-	9350487477	ELECTRICAL MATERIALS	108069	10/14/2025	284.76
	Total Paid by Vendor					**347.16**
GTEC LLC	1000-14-14100-515370-00000000-	4322	POP: 08/25/25-09/05/25-MOLD TESTING - FS 5 & 19	90008641	10/7/2025	3,549.00
	Total Paid by Vendor					**3,549.00**
HERITAGE LANDSCAPE SUPPLY GROUP, INC	1000-52-52200-513010-00000000-	0023577793-001	ROUNDUP PRO FOR SPECIAL EVENTS	90008704	10/14/2025	1,451.52
	Total Paid by Vendor					**1,451.52**
HILLS PET NUTRITION	1000-50-00000-515160-00000000-	254732776	DOG/CAT FOOD - BLANKET	107908	10/7/2025	381.61
	1000-50-00000-515160-00000000-	254808914	DOG/CAT FOOD (Q1 BLANKET)	108071	10/14/2025	349.95
	Total Paid by Vendor					**731.56**
HOLSTON GASES INC	1000-30-30600-515340-00000000-	14792M	POP: 09/18/25 - FOR C02-SHOWERS	107909	10/7/2025	94.50
	1000-30-30600-515340-00000000-	14791M	POP: 09/17/25-C02 FOR HSV AQUATICS CENTER	107909	10/7/2025	134.10
	1000-30-30600-515340-00000000-	17376M	POP: 09/26/25-C02 FOR HSV AQUATICS CENTER	107909	10/7/2025	489.00
	1000-42-42100-515340-00000000-	024963	POP: 10/03/25-Q1 FY2026 - O2 AND PROPANE REFILL	108072	10/14/2025	83.10
	1000-42-42100-515340-00000000-	033284	POP: 10/08/25-Q1 FY2026 - O2 AND PROPANE REFILL	108072	10/14/2025	49.86
	Total Paid by Vendor					**850.56**
HOME DEPOT USA INC	1000-53-53200-515340-00000000-	896368834	ITEM: WD-40 16 oz. Aerosol Can Supplier Part No:	108073	10/14/2025	38.92
	1000-55-55100-515340-00000000-	896788585	JANITORIAL SUPPLIES FOR MAINT	108073	10/14/2025	331.58
	1000-55-55100-515340-00000000-	896788577	JANITORIAL SUPPLIES FOR MAINT	108073	10/14/2025	87.50
	1000-55-55100-515340-00000000-	896576279	JANITORIAL SUPPLIES FOR MAINT	108073	10/14/2025	65.88
	1000-53-53200-515340-00000000-	893679183	ITEM: WD-40 16 oz. Aerosol Can Supplier Part No:	108073	10/14/2025	1,878.03
	1000-53-53200-515340-00000000-	895938702	ITEM: WD-40 16 oz. Aerosol Can Supplier Part No:	108073	10/14/2025	389.20
	1000-53-53200-515340-00000000-	893679175	ITEM: WD-40 16 oz. Aerosol Can Supplier Part No:	108073	10/14/2025	1,063.26
	1000-42-42200-515310-00000000-	897004891	PLASTIC DRINKING CUPS FOR TRUCKS	108073	10/14/2025	556.54
	1000-53-53200-515340-00000000-	897219895	ITEM: WD-40 16 oz. Aerosol Can Supplier Part No:	108073	10/14/2025	1,216.22
	1000-53-53200-515340-00000000-	897627089	ITEM: WD-40 16 oz. Aerosol Can Supplier Part No:	108073	10/14/2025	350.28
	Total Paid by Vendor					**5,977.41**
HUNTSVILLE BALLET COMPANY	1000-00-00000-610041-00000000-	DIST 4 - ORD 25-794	ONE-TIME APPROPRIATION RES 25-794	108074	10/14/2025	5,000.00
	Total Paid by Vendor					**5,000.00**
HUNTSVILLE EXPRESS WASH LLC	1000-53-53400-515340-00000000-	3503	POP: 09/30/25 - CAR WASHES FOR PARKING	108140	10/14/2025	10.00
	Total Paid by Vendor					**10.00**
HUNTSVILLE FENCE COMPANY	1000-73-73200-515340-00000000-	JULY 29 2025	POP:07/29/2CONST/INST FENCE FOR NEW AIR MONITORING	107915	10/7/2025	3,026.60
	Total Paid by Vendor					**3,026.60**
HUNTSVILLE MADISON COUNTY BOTANICAL GARDENS INC	1000-74-74400-515520-00000000-	HSVBG-GRB6	POP:09/11/25-09/25/25-2025 GLOBAL RHYTHM & BLOOMS	107914	10/7/2025	833.30
	1000-00-00000-610079-00000000-	DIST 4 - ORD 25-794	ONE TIME APPROPRIATIONS RES 25-794	108075	10/14/2025	5,000.00
	Total Paid by Vendor					**5,833.30**
HUNTSVILLE MADISON COUNTY HOSPITALITY	1000-74-74400-515520-00000000-	E1356	POP: 10/2/25-TASTE OF HSV REIMAGINED SPONSOR	107912	10/7/2025	2,000.00
	Total Paid by Vendor					**2,000.00**
HUNTSVILLE UTILITIES	1000-14-14100-515700-00000000-	1085966-092425	POP: 09/16/25-09/25/25-UTIL BILL:CUST#1101005008	107917	10/7/2025	71.63
	1000-14-14100-515700-00000000-	110935-092525	POP: 09/08/25-09/11/25-UTIL BILL: CUST#1101005008	107917	10/7/2025	36.91

	1000-53-53200-515700-PK1051XX-	885630-092425	POP:08/19/25-09/19/25 - UTILITY USAGE FOR GARAGE D	107917	10/7/2025	192.95
	1000-53-53200-515700-PK1051XX-	885632-092425	POP: 08/19/25-09/19/25- UTILITY USAGE FOR GARAGE D	107917	10/7/2025	726.18
	1000-53-53200-515700-PK1051XX-	885634-092425	POP:08/19/25-09/19/25 -UTILITY USAGE FOR GARAGE D	107917	10/7/2025	77.87
	1000-53-53200-515700-PK1051XX-	885637-092425	POP: 08/19/25-09/19/25- UTILITY USAGE FOR GARAGE D	107917	10/7/2025	81.67
	1000-53-53200-515700-PK1051XX-	885626-092425	POP:08/18/25-09/19/25 - UTILITY USAGE FOR GARAGE D	107917	10/7/2025	20.00
	1000-53-53200-515700-PK1051XX-	885636-092425	POP: 08/18/25-09/17/25- UTILITY USAGE FOR GARAGE D	107917	10/7/2025	1,252.30
	1000-53-53200-515700-PK1051XX-	885629-092425	POP: 08/19/25-09/19/25- UTILITY USAGE FOR GARAGE D	107917	10/7/2025	87.72
	1000-53-53200-515700-PK1020XX-	160936-092325	POP: 08/26/25-09/17/2- SPRINKLER USAGE FOR GARAGES	107917	10/7/2025	41.74
	1000-53-53200-515700-PK1020XX-	106065-092425	POP:08/19/25-09/19/25 -SPRINKLER USAGE FOR GARAGES	107917	10/7/2025	171.25
	1000-53-53200-515700-PK1040XX-	106311-092425	POP:08/19/25-09/19/25 -SPRINKLER USAGE FOR GARAGES	107917	10/7/2025	77.87
	1000-53-53200-515700-PK1060XX-	653442-092325	POP: 08/18/25-09/18/25- UTILITY USAGE FOR GARAGES	107917	10/7/2025	62.32
	1000-53-53200-515700-PK1060XX-	653443-092325	POP:08/15/25-09/16/25- UTILITY USAGE FOR GARAGES	107917	10/7/2025	3,310.30
	1000-53-53200-515700-PK1030XX-	161812-092325	POP: 08/15/25-09/16/25- UTILITY USAGE FOR GARAGES	107917	10/7/2025	21.10
	1000-53-53200-515700-PK1040XX-	106290-092425	POP: 08/18/25-09/17/25 - UTILITY USAGE FOR GARAGES	107917	10/7/2025	2,859.00
	1000-53-53200-515700-PK1020XX-	105933-092425	POP:08/18/25-09/17/25- UTILITY USAGE FOR GARAGES	107917	10/7/2025	5,014.03
	1000-53-53200-515700-PK1055XX-	160551-092425	POP: 08/18/25-09/17/25 - UTILITY USAGE FOR GARAGES	107917	10/7/2025	205.13
	1000-53-53200-515700-PK1066XX-	107479-092625	POP:08/20/25-09/19/25 - UTILITY USAGE FOR GARAGES	107917	10/7/2025	1,436.47
	1000-70-70200-515700-00000000-	176735-9/2025	POP: 8/20-9/23/25 UTILITY SVC 620 PEARL AVE NW	107917	10/7/2025	185.91
	1000-53-53200-515700-PK1064XX-	909455-092525	POP: 08/21/25-09/22/25- UTILITY USAGE FOR GARAGES	107917	10/7/2025	168.81
	1000-53-00000-515700-PK1065XX-	946583-092225	POP: 08/14/25-09/15/25- UTILITY USAGE FOR GARAGES	108077	10/14/2025	790.11
	Total Paid by Vendor					**16,891.27**
HUNTSVILLE VENUE GROUP LUMBERYARD LLC	1000-74-74400-515020-00000000-	INVFS-0000478	POP: 10/07/25-SINGER SONGWRITERS SERIES	90008707	10/14/2025	1,000.00
	Total Paid by Vendor					**1,000.00**
HUNTSVILLE-MADISON COUNTY SENIOR CENTER INC	1000-00-00000-610085-00000000-	DIST 4 - ORD 25-794	ONE-TIME APPROPRIATION RES 25-794	90008705	10/14/2025	5,000.00
	Total Paid by Vendor					**5,000.00**
IMPERIAL BAG & PAPER CO LLC	1000-42-42200-515310-00000000-	5372726	MONTHLY JANITORIAL, JFAIN	90008642	10/7/2025	128.52
	1000-42-42200-515310-00000000-	5372703	MONTHLY JANITORIAL SUPPLIES	90008642	10/7/2025	4,570.49
	Total Paid by Vendor					**4,699.01**
INDUSTRIAL CONTRACTOR SUPPLY LLC	1000-55-55100-515340-00000000-	77031	FY26 Q1 PWS NON-BID ITEMS-BLANKET	108080	10/14/2025	219.79
	1000-55-55100-515340-00000000-	77059	FY26 Q1 PWS NON-BID ITEMS-BLANKET	108080	10/14/2025	217.68
	1000-55-55100-515340-00000000-	77053	FY26 Q1 PWS NON-BID ITEMS-BLANKET	108080	10/14/2025	67.88
	1000-55-55100-515340-00000000-	76992	FY26 Q1 PWS NON-BID ITEMS-BLANKET	108080	10/14/2025	75.84
	1000-55-55100-515340-00000000-	76983	FY26 Q1 PWS NON-BID ITEMS-BLANKET	108080	10/14/2025	20.49
	1000-55-55100-515340-00000000-	77027	FY26 Q1 PWS NON-BID ITEMS-BLANKET	108080	10/14/2025	11.15
	1000-52-52600-515340-00000000-	77046	NON-BID ITEMS - LANDSCAPE (BLANKET Q1)	108080	10/14/2025	125.47
	1000-52-52900-515340-00000000-	77018	NON-BID ITEMS - LANDSCAPE (BLANKET Q1)	108080	10/14/2025	47.68
	1000-55-55100-515340-00000000-	77155	FY26 Q1 PWS NON-BID ITEMS-BLANKET	108080	10/14/2025	56.88
	1000-55-55100-515340-00000000-	77108	FY26 Q1 PWS NON-BID ITEMS-BLANKET	108080	10/14/2025	105.58
	1000-55-55100-515340-00000000-	77140	FY26 Q1 PWS NON-BID ITEMS-BLANKET	108080	10/14/2025	46.56
	1000-55-55100-515340-00000000-	77098	FY26 Q1 PWS NON-BID ITEMS-BLANKET	108080	10/14/2025	15.74
	1000-55-55100-515340-00000000-	76977	FY26 Q1 PWS NON-BID ITEMS-BLANKET	108080	10/14/2025	132.79
	1000-55-55100-515340-00000000-	76997	FY26 Q1 PWS NON-BID ITEMS-BLANKET	108080	10/14/2025	575.04
	1000-55-55100-515340-00000000-	77074	FY26 Q1 PWS NON-BID ITEMS-BLANKET	108080	10/14/2025	56.32
	1000-55-55100-515340-00000000-	77101	FY26 Q1 PWS NON-BID ITEMS-BLANKET	108080	10/14/2025	19.96
	Total Paid by Vendor					**1,794.85**
INSIGHT GLOBAL LLC	1000-17-17100-515370-00000000-	11005661608	POP: 09/28/25-10/04/25 TEMPS FOR FY2026 ITS	108081	10/14/2025	2,016.00
	1000-17-17100-515370-00000000-	11005660799	POP: 09/28/25-10/04/25-FOR TEMPS FOR FY2026 ITS	108081	10/14/2025	1,792.00
	Total Paid by Vendor					**3,808.00**
INSIGHT PUBLIC SECTOR	1000-17-17300-520200-00000000-	1101315128	KVM SWITCHES AND EXTENDERS FOR IT	107920	10/7/2025	1,473.18
	1000-17-17100-515370-00000000-	11005621101	POP: 09/14/25-09/20/25-TEMPS FOR FY2026 ITS	107921	10/7/2025	1,344.00
	1000-17-17100-515370-00000000-	11005617228	POP: 09/14/25-09/20/25-TEMPS FOR FY2026 ITS	107921	10/7/2025	2,240.00
	1000-17-17100-515370-00000000-	11005642844	POP: 09/21/25-09/27/25-TEMPS FOR FY2026 ITS	108083	10/14/2025	2,184.00
	1000-17-17100-515370-00000000-	11005643141	POP: 09/21/25-09/27/25-TEMPS FOR FY2026 ITS	108083	10/14/2025	1,736.00
	1000-17-17300-520200-00000000-	1101315641	KVM SWITCHES AND EXTENDERS FOR IT	108082	10/14/2025	5,030.83
	Total Paid by Vendor					**14,008.01**
INTERNATIONAL MUNICIPAL LAWYERS ASSOCIATION	1000-18-00000-515372-00000000-	1007597	POP: 09/01/25-08/30/26-ANNUAL DUES 2025-2026	108079	10/14/2025	1,451.00
	Total Paid by Vendor					**1,451.00**
JAKE MARSHALL SERVICE INC	1000-14-14300-513010-00000000-	HUNTSVILLE-504590	POP:09/19/25-FS6 REPLACE MAIN CONTROLLER	90008643	10/7/2025	5,425.02
	1000-14-14300-513010-00000000-	HUNTSVILLE-504779	POP: 09/17/25 HVAC & ACCESS CONTROLS	90008643	10/7/2025	1,475.60
	1000-14-14300-513010-00000000-	HUNTSVILLE-505016	POP: 08/29/25-09/11/25HVAC & ACCESS CONTROLS	90008643	10/7/2025	1,081.00
	1000-14-14300-513010-00000000-	HUNTSVILLE-504845	POP: 09/05/25-- HONEYWELL HVAC & ACCESS CONTROLS	90008708	10/14/2025	649.53

	Total Paid by Vendor					**8,631.15**
JAMES R HALL	1000-15-15100-513030-00000000-	76742	COM TX 093025/76742	90008656	10/7/2025	100.00
	1000-15-15100-513030-00000000-	76748	COM TX 093025/76748	90008656	10/7/2025	65.00
	1000-15-15100-513030-00000000-	76756	COM TX 093025/76756	90008656	10/7/2025	65.00
	1000-15-15100-513030-00000000-	76757	COM TX 093025/76757	90008656	10/7/2025	65.00
	1000-15-15100-513030-00000000-	76758	COM TX 093025/76758	90008656	10/7/2025	100.00
	1000-15-15100-513030-00000000-	76761	COM TX 093025/76761	90008656	10/7/2025	100.00
	1000-15-15100-513030-00000000-	76762	COM TX 093025/76762	90008656	10/7/2025	100.00
	1000-15-15100-513030-00000000-	76763	COM TX 093025/76763	90008656	10/7/2025	65.00
	1000-15-15100-513030-00000000-	76764	COM TX 093025/76764	90008656	10/7/2025	65.00
	1000-15-15100-513030-00000000-	76764	COM TX 093025/76764	90008656	10/7/2025	36.60
	1000-15-15100-513030-00000000-	76766	COM TX 093025/76766	90008656	10/7/2025	65.00
	1000-15-15100-513030-00000000-	76768	COM TX 093025/76768	90008656	10/7/2025	65.00
	1000-15-15100-513030-00000000-	76773	COM TX 093025/76773	90008656	10/7/2025	65.00
	1000-15-15100-513030-00000000-	76780	COM TX 093025/76780	90008656	10/7/2025	65.00
	1000-15-15100-513030-00000000-	76783	COM TX 093025/76783	90008656	10/7/2025	65.00
	1000-15-15100-513030-00000000-	76785	COM TX 093025/76785	90008656	10/7/2025	65.00
	1000-15-15100-513030-00000000-	76837	COM TX 093025/76837	90008656	10/7/2025	65.00
	1000-15-15100-513030-00000000-	76838	COM TX 093025/76838	90008656	10/7/2025	65.00
	1000-15-15100-513030-00000000-	77010	COM TX 093025/77010	90008656	10/7/2025	65.00
	1000-15-15100-513030-00000000-	77011	COM TX 093025/77011	90008656	10/7/2025	100.00
	1000-15-15100-513030-00000000-	77053	COM TX 093025/77053	90008656	10/7/2025	65.00
	1000-15-15100-513030-00000000-	77053	COM TX 093025/77053	90008656	10/7/2025	31.20
	1000-15-15100-513030-00000000-	77062	COM TX 093025/77062	90008656	10/7/2025	65.00
	1000-15-15100-513030-00000000-	77093	COM TX 093025/77093	90008656	10/7/2025	65.00
	1000-15-15100-513030-00000000-	77097	COM TX 093025/77097	90008656	10/7/2025	65.00
	1000-15-15100-513030-00000000-	77211	COM TX 093025/77211	90008656	10/7/2025	65.00
	1000-15-15100-513030-00000000-	77232	COM TX 093025/77232	90008656	10/7/2025	65.00
	1000-15-15100-513030-00000000-	77237	COM TX 093025/77237	90008656	10/7/2025	65.00
	1000-15-15100-513030-00000000-	77238	COM TX 093025/77238	90008656	10/7/2025	65.00
	1000-15-15100-513030-00000000-	77244	COM TX 093025/77244	90008656	10/7/2025	65.00
	1000-15-15100-513030-00000000-	77245	COM TX 093025/77245	90008656	10/7/2025	65.00
	1000-15-15100-513030-00000000-	77249	COM TX 093025/77249	90008656	10/7/2025	65.00
	1000-15-15100-513030-00000000-	77251	COM TX 093025/77251	90008656	10/7/2025	65.00
	1000-15-15100-513030-00000000-	77256	COM TX 093025/77256	90008656	10/7/2025	65.00
	1000-15-15100-513030-00000000-	77274	COM TX 093025/77274	90008656	10/7/2025	65.00
	1000-15-15100-513030-00000000-	77275	COM TX 093025/77275	90008656	10/7/2025	100.00
	1000-15-15100-513030-00000000-	77289	COM TX 093025/77289	90008656	10/7/2025	65.00
	1000-15-15100-513030-00000000-	77716	COM TX 093025/77716	90008656	10/7/2025	100.00
	1000-15-15100-513030-00000000-	77719	COM TX 093025/77719	90008656	10/7/2025	100.00
	1000-15-15100-513030-00000000-	77722	COM TX 093025/77722	90008656	10/7/2025	65.00
	1000-15-15100-513030-00000000-	77725	COM TX 093025/77725	90008656	10/7/2025	100.00
	1000-15-15100-513030-00000000-	77726	COM TX 093025/77726	90008656	10/7/2025	100.00
	1000-15-15100-513030-00000000-	77984	COM TX 093025/77984	90008656	10/7/2025	65.00
	1000-15-15100-513030-00000000-	77985	COM TX 093025/77985	90008656	10/7/2025	65.00
	1000-15-15100-513030-00000000-	76790	COM TX 100625/76790	90008656	10/7/2025	65.00
	1000-15-15100-513030-00000000-	76792	COM TX 100625/76792	90008656	10/7/2025	300.00
	1000-15-15100-513030-00000000-	76792	COM TX 100625/76792	90008656	10/7/2025	76.80
	1000-15-15100-513030-00000000-	76793	COM TX 100625/76793	90008656	10/7/2025	65.00
	1000-15-15100-513030-00000000-	76794	COM TX 100625/76794	90008656	10/7/2025	100.00
	1000-15-15100-513030-00000000-	76798	COM TX 100625/76798	90008656	10/7/2025	65.00
	1000-15-15100-513030-00000000-	76798	COM TX 100625/76798	90008656	10/7/2025	24.60
	1000-15-15100-513030-00000000-	77111	COM TX 100625/77111	90008656	10/7/2025	65.00
	1000-15-15100-513030-00000000-	77297	COM TX 100625/77297	90008656	10/7/2025	100.00
	1000-15-15100-513030-00000000-	77298	COM TX 100625/77298	90008656	10/7/2025	100.00
	1000-15-15100-513030-00000000-	77738	COM TX 100625/77738	90008656	10/7/2025	65.00
	1000-15-15100-513030-00000000-	78803	COM TX 100625/78803	90008656	10/7/2025	65.00
	1000-15-15100-513030-00000000-	78810	COM TX 100625/78810	90008656	10/7/2025	65.00
	1000-15-15100-513030-00000000-	78823	COM TX 100625/78823	90008656	10/7/2025	65.00
	1000-15-15100-513030-00000000-	78832	COM TX 100625/78832	90008656	10/7/2025	65.00
	1000-15-15100-513030-00000000-	78324	COM TX 101025/78324	90008729	10/14/2025	65.00

	1000-15-15100-513030-00000000-	78361	COM TX 101025/78361	90008729	10/14/2025	65.00
	1000-15-15100-513030-00000000-	78391	COM TX 101025/78391	90008729	10/14/2025	300.00
	1000-15-15100-513030-00000000-	78819	COM TX 101025/78819	90008729	10/14/2025	100.00
	1000-15-15100-513030-00000000-	78821	COM TX 101025/78821	90008729	10/14/2025	65.00
	1000-15-15100-513030-00000000-	78889	COM TX 101025/78889	90008729	10/14/2025	65.00
	1000-15-15100-513030-00000000-	78934	COM TX 101025/78934	90008729	10/14/2025	65.00
	Total Paid by Vendor					**5,159.20**
JASON WAYNE BOOTH	1000-18-00000-515372-00000000-	INV-002303	POP: 10/01/25-10/02/25- OUTSIDE LEGAL SERIVCES	107924	10/7/2025	187.50
	Total Paid by Vendor					**187.50**
JEFFREY S CAMPBELL	1000-15-15100-513030-00000000-	02128	COM TX 101025/02128	108084	10/14/2025	370.00
	1000-15-15100-513030-00000000-	02128	COM TX 101025/02128	108084	10/14/2025	35.00
	Total Paid by Vendor					**405.00**
JERRY SANFORD BARCLAY ATTORNEY LAW	1000-43-00000-515370-00000000-	SUBJUDGE-091925-AM	POP: 09/19/25- AM DOCKET - SUBJUDGE SERVICES	107925	10/7/2025	437.50
	1000-43-00000-515370-00000000-	SUBJUDGE-091825-PM	POP: 09/18/25 - PM DOCKET - SUBJUDGE SERVICES	107925	10/7/2025	350.00
	1000-43-00000-515370-00000000-	SUBJUDGE-091725-AM	POP: 09/17/25-- AM DOCKET- SUBJUDGE SERVICES	107925	10/7/2025	612.50
	Total Paid by Vendor					**1,400.00**
JOHN M DEBRO	1000-43-00000-515370-00000000-	SUBJUDGE 093025-AM	POP: 09/30/25- AM DOCKET, SUB JUDGES SERVICES FY25	90008689	10/14/2025	280.00
	Total Paid by Vendor					**280.00**
JOMO'S POWER EQUIPMENT PARTS & SERVICE INC	1000-55-55100-515340-00000000-	252125	FY26-Q1 BLANKET FOR CHAINS/BARS ONLY (PWS)	90008709	10/14/2025	93.90
	Total Paid by Vendor					**93.90**
KASEY BECKER	1000-52-52200-515340-00000000-	40098	POP:08/01/25-08/31/25 - HAYS/GOLDSMITH/CASA	107926	10/7/2025	85.00
	1000-55-55400-515340-00000000-	40228	POP: 08/01/25-08/31/25-PORT-A-LET SERVICES FOR PWS	107926	10/7/2025	85.00
	1000-55-55400-515340-00000000-	41027	POP: 09/01/25-09/30/25-PORT-A-LET SERVICES FOR PWS	107926	10/7/2025	85.00
	1000-52-52400-515340-00000000-	40099	PORT A LET SVC - HAYS/GOLDSMITH/CASA (BLANKET)	107926	10/7/2025	255.00
	1000-52-52400-515340-00000000-	41024	POP: 09/01/25-09/30/25 - HAYS/GOLDSMITH/CASA	107926	10/7/2025	255.00
	1000-52-52200-515340-00000000-	41023	POP: 09/01/25-09/30/25 - HAYS/GOLDSMITH/CASA	107926	10/7/2025	85.00
	1000-14-14310-515370-00000000-	41001	POP: 08/01/25-08/31/25- PORTALET SERVICES	107926	10/7/2025	85.00
	1000-14-14310-515370-00000000-	41025	POP: 09/01/25-09/30/25- PORTALET SERVICES	107926	10/7/2025	85.00
	Total Paid by Vendor					**1,020.00**
KATHLEEN JUDAH	1000-30-30200-515370-00000000-	K.JUDAH-100125	POP: 09/02/25-09/30/25-GRP EXERCI CLASSES, THE JLC	90008710	10/14/2025	113.25
	Total Paid by Vendor					**113.25**
KAYROS CONSTRUCTION LLC	1000-52-52100-515370-00000000-	GH003	POP:09/26/25-GREENHOUSE REPAIRS - SPECIAL EVENTS	107927	10/7/2025	9,980.00
	Total Paid by Vendor					**9,980.00**
KEELING COMPANY	1000-14-14300-513010-00000000-	S4734426.001	ROTARY FOUNTAIN	108085	10/14/2025	7,584.74
	Total Paid by Vendor					**7,584.74**
KEVIN LOWE	1000-50-00000-515163-00000000-	364076	POP:09/01/25-09/30/25-LISP & MED, SICK/INJURED ANI	107929	10/7/2025	11,520.00
	Total Paid by Vendor					**11,520.00**
KNOLOGY OF HUNTSVILLE	1000-17-17100-515070-00000000-	3233516030925	POP 9/20/25-10/19/25 FY25 WOW SERVICES COH	108017	10/7/2025	630.87
	1000-17-17100-515070-00000000-	3254405010925	POP 9/20/25-10/19/25 FY25 WOW SERVICES COH	108017	10/7/2025	105.98
	1000-17-17100-515070-00000000-	3367517010925	POP 9/20/25-10/19/25 WOW SERVICES COH	108017	10/7/2025	565.21
	Total Paid by Vendor					**1,302.06**
KONICA MINOLTA BUSINESS SOLUTIONS USA INC	1000-17-17100-515250-00000000-	504475883	POP:09/01/25-09/30/25 - COPIER SVCS CO	107930	10/7/2025	32.80
	1000-17-17100-515250-00000000-	504475978	POP: 09/01/25-09/30/25-COPIER SVCS CO	107930	10/7/2025	32.80
	1000-17-17100-515250-00000000-	504476549	POP: 09/01/25-09/30/25-COPIER SERVICES CO	107930	10/7/2025	79.62
	1000-17-17100-515250-00000000-	504475794	POP: 09/01/25-09/30/25-COPIER SVCS CO	107930	10/7/2025	32.80
	1000-17-17100-515250-00000000-	504475793	POP: 09/01/25-09/30/25-COPIER SVCS CO	107930	10/7/2025	13.09
	1000-17-17100-515250-00000000-	504476552	POP: 09/01/25-09/30/25-COPIER SVCS CO	107930	10/7/2025	114.84
	1000-17-17100-515250-00000000-	504476343	POP: 09/01/25-09/30/25-COPIER SVCS CO	107930	10/7/2025	8.90
	1000-17-17100-515250-00000000-	9010615905	POP: 07/01/25-09/30/25- COPIER SERVICES CO	108086	10/14/2025	79.01
	1000-17-17100-515250-00000000-	9010614838	POP: 07/01/25-09/30/25-COPIER SERVICES CO	108086	10/14/2025	225.65
	1000-17-17100-515250-00000000-	504413157	POP: 09/01/25-09/30/25-COPIER SERVICES CO	108086	10/14/2025	128.31
	Total Paid by Vendor					**747.82**
L CAROLINE MCGEHEE BRANDON	1000-16-16100-515370-00000000-	OCTOBER52025	POP: 09/10/25-10/03/2-HEARING OFFICER FEE	108087	10/14/2025	2,625.00
	Total Paid by Vendor					**2,625.00**
LANDSCAPE ASSOCIATES INC	1000-52-52100-515370-00000000-	HM 37127	POP:10/01/25-10/31/25-MID CITY MONTHLY MAINT- LM	90008711	10/14/2025	4,158.00
	Total Paid by Vendor					**4,158.00**
LANIER FORD SHAVER & PAYNE PC	1000-18-00000-515372-00000000-	260381	POP: 09/01/25-09/30/25 - OUTSIDE LEGAL SERVICES	90008644	10/7/2025	8,285.00
	1000-18-00000-515372-00000000-	260380	POP: 09/01/25-09/30/25 - OUTSIDE LEGAL SERVICES	90008644	10/7/2025	1,300.00
	1000-18-00000-515372-00000000-	260375	POP: 09/01/25-09/30/25 - OUTSIDE LEGAL SERVICES	90008644	10/7/2025	97.50
	1000-18-00000-515372-00000000-	260372	POP: 09/01/25-09/30/25 - OUTSIDE LEGAL SERVICES	90008644	10/7/2025	2,165.00
	1000-18-00000-515372-00000000-	260376	POP: 09/01/25-09/30/25 - OUTSIDE LEGAL SERVICES	90008644	10/7/2025	2,890.00

	1000-18-00000-515372-00000000-	260378	POP: 09/01/25-09/30/25 - OUTSIDE LEGAL SERVICES	90008644	10/7/2025	487.50
	1000-18-00000-515372-00000000-	260368	POP: 09/01/25-09/30/25 - OUTSIDE LEGAL SERVICES	90008644	10/7/2025	7,235.00
	1000-18-00000-515372-00000000-	260383	POP: 09/01/25-09/30/25 - OUTSIDE LEGAL SERVICES	90008644	10/7/2025	12,287.50
	1000-18-00000-515372-00000000-	260370	POP: 09/01/25-09/30/25 - OUTSIDE LEGAL SERVICES	90008644	10/7/2025	487.50
	1000-18-00000-515372-00000000-	260369	POP: 09/01/25-09/30/25 - OUTSIDE LEGAL SERVICES	90008644	10/7/2025	2,802.50
	1000-18-00000-515372-00000000-	259926	POP: 09/01/25-09/30/25 - OUTSIDE LEGAL SERVICES	90008644	10/7/2025	3,625.00
	1000-18-00000-515372-00000000-	260386	POP: 09/01/25-09/30/25 - OUTSIDE LEGAL SERVICES	90008644	10/7/2025	950.00
	1000-18-00000-515372-00000000-	259924	POP: 09/01/25-09/30/25 - OUTSIDE LEGAL SERVICES	90008644	10/7/2025	3,022.50
	1000-18-00000-515372-00000000-	260387	POP: 09/01/25-09/30/25 - OUTSIDE LEGAL SERVICES	90008644	10/7/2025	1,247.50
	1000-18-00000-515372-00000000-	259920	POP: 09/01/25-09/30/25 - OUTSIDE LEGAL SERVICES	90008644	10/7/2025	15,467.50
	1000-18-00000-515372-00000000-	259922	POP: 09/01/25-09/30/25 - OUTSIDE LEGAL SERVICES	90008644	10/7/2025	4,030.00
	1000-18-00000-515372-00000000-	259925	POP: 09/01/25-09/30/25 - OUTSIDE LEGAL SERVICES	90008644	10/7/2025	260.00
	1000-18-00000-515372-00000000-	259927	POP: 09/01/25-09/30/25 - OUTSIDE LEGAL SERVICES	90008644	10/7/2025	4,582.50
	1000-18-00000-515372-00000000-	260366	POP: 09/01/25-09/30/25 - OUTSIDE LEGAL SERVICES	90008644	10/7/2025	747.50
	1000-18-00000-515372-00000000-	260367	POP: 09/01/25-09/30/25 - OUTSIDE LEGAL SERVICES	90008644	10/7/2025	1,560.00
	1000-18-00000-515372-00000000-	259932	POP: 09/01/25-09/30/25 - OUTSIDE LEGAL SERVICES	90008644	10/7/2025	2,242.50
	1000-18-00000-515372-00000000-	259934	POP: 09/01/25-09/30/25 - OUTSIDE LEGAL SERVICES	90008644	10/7/2025	15,027.50
	1000-18-00000-515372-00000000-	259939	POP: 09/01/25-09/30/25 - OUTSIDE LEGAL SERVICES	90008644	10/7/2025	715.00
	1000-18-00000-515372-00000000-	259935	POP: 09/01/25-09/30/25 - OUTSIDE LEGAL SERVICES	90008644	10/7/2025	1,917.50
	1000-18-00000-515372-00000000-	259929	POP: 09/01/25-09/30/25 - OUTSIDE LEGAL SERVICES	90008644	10/7/2025	2,242.50
	1000-18-00000-515372-00000000-	259928	POP: 09/01/25-09/30/25 - OUTSIDE LEGAL SERVICES	90008644	10/7/2025	1,007.50
	1000-18-00000-515372-00000000-	260365	POP: 09/01/25-09/30/25 - OUTSIDE LEGAL SERVICES	90008644	10/7/2025	5,232.50
	1000-18-00000-515372-00000000-	259930	POP: 09/01/25-09/30/25- OUTSIDE LEGAL SERVICES	90008712	10/14/2025	5,785.00
	Total Paid by Vendor					**107,700.00**
LEADERSHIP HUNTSVILLE MADISON COUNTY	1000-41-41100-515520-00000000-	4177	POP: 07/01/25-06/30/26-ANNUAL MEMBERSHIP FEES	107931	10/7/2025	300.00
	1000-41-41100-515520-00000000-	3981	POP: 07/01/25-06/30/26-ANNUAL MEMBERSHIP FEES	107931	10/7/2025	300.00
	1000-41-41100-515520-00000000-	4095	POP: 07/01/25-06/30/26-ANNUAL MEMBERSHIP FEES	107931	10/7/2025	1,000.00
	Total Paid by Vendor					**1,600.00**
LEE COMPANY	1000-14-14300-513010-00000000-	LEE-001478465	POP: 08/25/25-BACKFLOW TESTS - FLEET SERVICES	108088	10/14/2025	527.89
	1000-14-14300-513010-00000000-	LEE-001506480	POP: 09/26/25 - PLUMBING REPAIRS	108088	10/14/2025	366.00
	Total Paid by Vendor					**893.89**
LEES MAGIC TUNNEL	1000-15-15100-513030-00000000-	32487	COM TX 101025/32487	108089	10/14/2025	40.00
	Total Paid by Vendor					**40.00**
LEXISNEXIS RISK SOLUTIONS	1000-70-70200-515370-00000000-	1100202389	POP SEPT 2025 RISK DATA MANAGE	107932	10/7/2025	273.82
	Total Paid by Vendor					**273.82**
LINCOLN NATIONAL LIFE	1000-00-00000-210230-00000000-	873001032 9/28/2025	PPE 9/28/25 VOLUNTARY AD&D INSURANCE PREMIUMS	90008713	10/14/2025	1,608.18
	1000-00-00000-210230-00000000-	860053256 9/28/2025	PPE 9/28/25 VOLUNTARY TERM LIFE INS PREMIUMS	90008713	10/14/2025	23,195.95
	Total Paid by Vendor					**24,804.13**
LISA WARNER	1000-50-00000-515163-00000000-	111685	POP:09/29/25-LISP & MEDICAL,SICK/INJURED ANIMALS	107913	10/7/2025	160.00
	1000-50-00000-515163-00000000-	111688	LISP & MEDICAL FOR SICK/INJURED ANIMALS - BLANKET	107913	10/7/2025	320.00
	1000-50-00000-515163-00000000-	111687	POP:09/29/25-LISP & MEDICAL,SICK/INJURED ANIMALS	107913	10/7/2025	160.00
	Total Paid by Vendor					**640.00**
LUMINOUS VET SERVICES LLC	1000-50-00000-515370-00000000-	1063	POP: 09/02/25-09/30/25-FY25 RELIEF VET SERVICES	90008715	10/14/2025	2,850.00
	Total Paid by Vendor					**2,850.00**
M & H FIRE AND SAFETY EQUIPMENT INC	1000-42-42100-515340-00000000-	1459231	EXTINGUISHER REFILL BLANKET	90008646	10/7/2025	209.70
	1000-42-42100-515340-00000000-	14310251	EXTINGUISHER REFILL BLANKET	90008646	10/7/2025	274.30
	1000-14-14300-513010-00000000-	106998	POP 9/1/25-9/30/25 - FIRE EXTINGUISHERS	90008646	10/7/2025	152.50
	1000-14-14300-513010-00000000-	106999	POP 9/1/25-9/30/25 - FIRE EXTINGUISHERS	90008646	10/7/2025	152.50
	1000-14-14300-513010-00000000-	107000	POP 9/1/25-9/30/25 - FIRE EXTINGUISHERS	90008646	10/7/2025	152.50
	1000-14-14300-513010-00000000-	107001	POP 9/1/25-9/30/25 - FIRE EXTINGUISHERS	90008646	10/7/2025	152.50
	1000-14-14300-513010-00000000-	107002	POP 9/1/25-9/30/25 - FIRE EXTINGUISHERS	90008646	10/7/2025	152.50
	1000-14-14300-513010-00000000-	107003	POP 9/1/25-9/30/25 FIRE EXTINGUISHERS	90008646	10/7/2025	152.50
	1000-14-14300-513010-00000000-	107004	POP 9/1/25-9/30/25 - FIRE EXTINGUISHERS	90008646	10/7/2025	152.50
	1000-14-14300-513010-00000000-	107005	POP 9/1/25-9/30/25 - FIRE EXTINGUISHERS	90008646	10/7/2025	152.50
	1000-14-14300-513010-00000000-	107006	POP 9/1/25-9/30/25- FIRE EXTINGUISHERS	90008646	10/7/2025	174.35
	1000-14-14300-513010-00000000-	107017	POP 9/1/25-9/30/25 FIRE EXTINGUISHERS	90008646	10/7/2025	159.99
	1000-14-14300-513010-00000000-	107016	POP 9/22/25- FIRE EXTINGUISHERS	90008646	10/7/2025	152.50
	1000-14-14300-513010-00000000-	107018	POP 9/22/25 - FIRE EXTINGUISHERS	90008646	10/7/2025	159.99
	1000-42-42100-515340-00000000-	4598251	EXTINGUISHER REFILL BLANKET	90008716	10/14/2025	49.95
	Total Paid by Vendor					**2,400.78**
MACKAY METERS INC	1000-53-53200-513040-00000000-	1070424	SMART CHUTE PLUS	90008647	10/7/2025	2,497.50

	Total Paid by Vendor					**2,497.50**
MADISON COUNTY	1000-00-00000-231502-00000000-	SEPTEMBER 2025	SEPTEMBER 2025 MONTHLY REPORT	107938	10/7/2025	22,745.47
	Total Paid by Vendor					**22,745.47**
MADISON COUNTY AUTO PARTS INC	1000-15-15100-513030-00000000-	275854	NAPA TRX DATE 093025	107939	10/7/2025	147.54
	1000-15-15100-513030-00000000-	275854	NAPA TRX DATE 093025	107939	10/7/2025	1,258.32
	1000-15-15100-513030-00000000-	275854	NAPA TRX DATE 093025	107939	10/7/2025	30.91
	1000-15-15100-513030-00000000-	275854	NAPA TRX DATE 093025	107939	10/7/2025	72.87
	1000-15-15100-513030-00000000-	275854	NAPA TRX DATE 093025	107939	10/7/2025	131.87
	1000-15-15100-513030-00000000-	275854	NAPA TRX DATE 093025	107939	10/7/2025	131.87
	1000-15-15100-513030-00000000-	275854	NAPA TRX DATE 093025	107939	10/7/2025	302.37
	1000-15-15100-513030-00000000-	275854	NAPA TRX DATE 093025	107939	10/7/2025	189.81
	1000-15-15100-513030-00000000-	275854	NAPA TRX DATE 093025	107939	10/7/2025	12.48
	1000-15-15100-513030-00000000-	275854	NAPA TRX DATE 093025	107939	10/7/2025	7.05
	1000-15-15100-513030-00000000-	275854	NAPA TRX DATE 093025	107939	10/7/2025	55.59
	1000-15-15100-513030-00000000-	275854	NAPA TRX DATE 093025	107939	10/7/2025	15.18
	1000-15-15100-513030-00000000-	275854	NAPA TRX DATE 093025	107939	10/7/2025	6.70
	1000-15-15100-513030-00000000-	275854	NAPA TRX DATE 093025	107939	10/7/2025	8.44
	1000-15-15100-513030-00000000-	275854	NAPA TRX DATE 093025	107939	10/7/2025	65.15
	1000-15-15100-513030-00000000-	275854	NAPA TRX DATE 093025	107939	10/7/2025	5.54
	1000-15-15100-513030-00000000-	275854	NAPA TRX DATE 093025	107939	10/7/2025	8.61
	1000-15-15100-513030-00000000-	275854	NAPA TRX DATE 093025	107939	10/7/2025	482.89
	1000-15-15100-513030-00000000-	275854	NAPA TRX DATE 093025	107939	10/7/2025	173.77
	1000-15-15100-513030-00000000-	275854	NAPA TRX DATE 093025	107939	10/7/2025	5.78
	1000-15-15100-513030-00000000-	275854	NAPA TRX DATE 093025	107939	10/7/2025	7.06
	1000-15-15100-513030-00000000-	275854	NAPA TRX DATE 093025	107939	10/7/2025	5,650.51
	1000-15-15100-513030-00000000-	275854	NAPA TRX DATE 093025	107939	10/7/2025	185.42
	1000-15-15100-513030-00000000-	275854	NAPA TRX DATE 093025	107939	10/7/2025	222.44
	1000-15-15100-513030-00000000-	275854	NAPA TRX DATE 093025	107939	10/7/2025	48.99
	1000-15-15100-513030-00000000-	275854	NAPA TRX DATE 093025	107939	10/7/2025	313.80
	1000-15-15100-513030-00000000-	275854	NAPA TRX DATE 093025	107939	10/7/2025	28.04
	1000-15-15100-513030-00000000-	275854	NAPA TRX DATE 093025	107939	10/7/2025	243.95
	1000-15-15100-513030-00000000-	275854	NAPA TRX DATE 093025	107939	10/7/2025	294.10
	1000-15-15100-513030-00000000-	275854	NAPA TRX DATE 093025	107939	10/7/2025	48.00
	1000-15-15100-513030-00000000-	275854	NAPA TRX DATE 093025	107939	10/7/2025	11.58
	1000-15-15100-513030-00000000-	275854	NAPA TRX DATE 093025	107939	10/7/2025	19.56
	1000-15-15100-513030-00000000-	275854	NAPA TRX DATE 093025	107939	10/7/2025	5.94
	1000-15-15100-513030-00000000-	275854	NAPA TRX DATE 093025	107939	10/7/2025	112.89
	1000-15-15100-513030-00000000-	275854	NAPA TRX DATE 093025	107939	10/7/2025	7.05
	1000-15-15100-513030-00000000-	275854	NAPA TRX DATE 093025	107939	10/7/2025	7.05
	1000-15-15100-513030-00000000-	275854	NAPA TRX DATE 093025	107939	10/7/2025	15.24
	1000-15-15100-513030-00000000-	275854	NAPA TRX DATE 093025	107939	10/7/2025	7.05
	1000-15-15100-513030-00000000-	275897	NAPA TRX DATE 100125	107939	10/7/2025	7.05
	1000-15-15100-513030-00000000-	275897	NAPA TRX DATE 100125	107939	10/7/2025	44.30
	1000-15-15100-513030-00000000-	275897	NAPA TRX DATE 100125	107939	10/7/2025	138.66
	1000-15-15100-513030-00000000-	275897	NAPA TRX DATE 100125	107939	10/7/2025	131.37
	1000-15-15100-513030-00000000-	275897	NAPA TRX DATE 100125	107939	10/7/2025	3.06
	1000-15-15100-513030-00000000-	275897	NAPA TRX DATE 100125	107939	10/7/2025	7.84
	1000-15-15100-513030-00000000-	275897	NAPA TRX DATE 100125	107939	10/7/2025	159.36
	1000-15-15100-513030-00000000-	275897	NAPA TRX DATE 100125	107939	10/7/2025	11.52
	1000-15-15100-513030-00000000-	275897	NAPA TRX DATE 100125	107939	10/7/2025	15.79
	1000-15-15100-513030-00000000-	275897	NAPA TRX DATE 100125	107939	10/7/2025	32.47
	1000-15-15100-513030-00000000-	275897	NAPA TRX DATE 100125	107939	10/7/2025	32.47
	1000-15-15100-513030-00000000-	275897	NAPA TRX DATE 100125	107939	10/7/2025	143.47
	1000-15-15100-513030-00000000-	275897	NAPA TRX DATE 100125	107939	10/7/2025	25.62
	1000-15-15100-513030-00000000-	275897	NAPA TRX DATE 100125	107939	10/7/2025	131.87
	1000-15-15100-513030-00000000-	275897	NAPA TRX DATE 100125	107939	10/7/2025	131.87
	1000-15-15100-513030-00000000-	275897	NAPA TRX DATE 100125	107939	10/7/2025	19.14
	1000-15-15100-513030-00000000-	275897	NAPA TRX DATE 100125	107939	10/7/2025	7.05
	1000-15-15100-513030-00000000-	275897	NAPA TRX DATE 100125	107939	10/7/2025	112.89
	1000-15-15100-513030-00000000-	275897	NAPA TRX DATE 100125	107939	10/7/2025	147.54
	1000-15-15100-513030-00000000-	275897	NAPA TRX DATE 100125	107939	10/7/2025	89.04

1000-15-15100-513030-00000000-	275897	NAPA TRX DATE 100125	107939	10/7/2025	249.70
1000-15-15100-513030-00000000-	275897	NAPA TRX DATE 100125	107939	10/7/2025	675.72
1000-15-15100-513030-00000000-	275897	NAPA TRX DATE 100125	107939	10/7/2025	21.85
1000-15-15100-513030-00000000-	275897	NAPA TRX DATE 100125	107939	10/7/2025	7.05
1000-15-15100-513030-00000000-	275897	NAPA TRX DATE 100125	107939	10/7/2025	46.38
1000-15-15100-513030-00000000-	275897	NAPA TRX DATE 100125	107939	10/7/2025	108.35
1000-15-15100-513030-00000000-	275897	NAPA TRX DATE 100125	107939	10/7/2025	85.14
1000-15-15100-513030-00000000-	275897	NAPA TRX DATE 100125	107939	10/7/2025	98.20
1000-15-15100-513030-00000000-	275897	NAPA TRX DATE 100125	107939	10/7/2025	3.71
1000-15-15100-513030-00000000-	275897	NAPA TRX DATE 100125	107939	10/7/2025	5.54
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		1000-15-15100-513030-00000000-	276179	NAPA TRX DATE 100925	108091	10/14/2025	7.05
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		1000-15-15100-513030-00000000-	276215	NAPA TRX DATE 101025	108091	10/14/2025	65.30
		1000-15-15100-513030-00000000-	276215	NAPA TRX DATE 101025	108091	10/14/2025	5.53
		1000-15-15100-513030-00000000-	276215	NAPA TRX DATE 101025	108091	10/14/2025	7.05
		1000-15-15100-513030-00000000-	276215	NAPA TRX DATE 101025	108091	10/14/2025	16.63
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		1000-15-15100-513030-00000000-	276215	NAPA TRX DATE 101025	108091	10/14/2025	5.06
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		1000-15-15100-513030-00000000-	276215	NAPA TRX DATE 101025	108091	10/14/2025	93.80
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		1000-15-15100-513030-00000000-	276215	NAPA TRX DATE 101025	108091	10/14/2025	282.60
		1000-15-15100-513030-00000000-	276215	NAPA TRX DATE 101025	108091	10/14/2025	267.94
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		1000-15-15100-513030-00000000-	276215	NAPA TRX DATE 101025	108091	10/14/2025	26.09
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		1000-15-15100-513030-00000000-	276215	NAPA TRX DATE 101025	108091	10/14/2025	251.89
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	1000-15-15100-513030-00000000-	276266	NAPA TRX DATE 101325	108091	10/14/2025	44.30
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	1000-15-15100-513030-00000000-	276266	NAPA TRX DATE 101325	108091	10/14/2025	12.68
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	1000-15-15100-513030-00000000-	276266	NAPA TRX DATE 101325	108091	10/14/2025	85.14
	1000-15-15100-513030-00000000-	276266	NAPA TRX DATE 101325	108091	10/14/2025	295.08
	1000-15-15100-513030-00000000-	276266	NAPA TRX DATE 101325	108091	10/14/2025	948.00
	1000-15-15100-513030-00000000-	276266	NAPA TRX DATE 101325	108091	10/14/2025	7.05
	1000-15-15100-513030-00000000-	276266	NAPA TRX DATE 101325	108091	10/14/2025	88.60
	1000-15-15100-513030-00000000-	276266	NAPA TRX DATE 101325	108091	10/14/2025	7.05
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	1000-15-15100-513030-00000000-	276266	NAPA TRX DATE 101325	108091	10/14/2025	147.54
	1000-15-15100-513030-00000000-	276266	NAPA TRX DATE 101325	108091	10/14/2025	25.23
	1000-15-15100-513030-00000000-	276266	NAPA TRX DATE 101325	108091	10/14/2025	23.95
	Total Paid by Vendor					**100,696.27**
MADISON COUNTY CIRCUIT COURT	1000-00-00000-231400-00000000-	SEPTEMBER 2025	SEPTEMBER 2025 MONTHLY REPORT	107936	10/7/2025	2,926.83
	1000-00-00000-231401-00000000-	SEPTEMBER 2025A	SEPTEMBER 2025 MONTHLY REPORT	107935	10/7/2025	2,928.93
	Total Paid by Vendor					**5,855.76**
MADISON COUNTY COMMISSION	1000-00-00000-231403-00000000-	SEPTEMBER 2025	SEPTEMBER 2025 MONTHLY REPORT	107937	10/7/2025	1,139.00
	Total Paid by Vendor					**1,139.00**
MADISON COUNTY HEALTH DEPT	1000-00-00000-610039-00000000-	FY25 FINAL	FY25 APPROPRIATION ORD NO. 24-700	107934	10/7/2025	1,741.08
	Total Paid by Vendor					**1,741.08**
MADISON COUNTY LICENSE DEPT	1000-15-15100-515340-00000000-	094403,094888	BOAT TAG RENEWAL FEE 094403, 094888	108090	10/14/2025	60.50
	Total Paid by Vendor					**60.50**
MALWAREBYTES INC	1000-17-17100-515250-00000000-	IN100318123	POP 10/23/25-10/22/26 S. SOURCE MALWAREBYTES ITS	108092	10/14/2025	5,775.00
	Total Paid by Vendor					**5,775.00**
MARSH USA, INC	1000-19-00000-515220-00000000-	3207159	POP 10/1/25-10/1/26 MARKEL INSURANCE #MAR15545	107922	10/7/2025	350.00
	1000-19-00000-515220-00000000-	3234860	POP 10/1/25-10/1/26 WORK COMP INSURANCE SP4067338	107923	10/7/2025	377,732.00
	Total Paid by Vendor					**378,082.00**
MARTY THOMAS	1000-30-30400-515520-00000000-	14569	POP 10/4/25 INFLATABLES/GAMES FOR FALL	108093	10/14/2025	2,046.00
	Total Paid by Vendor					**2,046.00**
MAULDIN AND JENKINS LLC	1000-13-13100-515370-00000000-	1365682	POP 8/1/25-9/30/25 INDEPENDENT AUDIT AGREEMENT	90008717	10/14/2025	12,565.00
	Total Paid by Vendor					**12,565.00**
MCCI LLC	1000-00-00000-140200-00000000-	RN24943	POP12/8/25-12/07/26 23-552 LASERFICHE SUBSCRIPTION	108094	10/14/2025	76,405.00
	Total Paid by Vendor					**76,405.00**
MCKESSON MEDICAL SURGICAL GOVERNMENT	1000-42-42100-515340-00000000-	24421570	OB KITS AND ALS MEDICATION	108095	10/14/2025	48.71
	Total Paid by Vendor					**48.71**
MELTWATER NEWS US INC	1000-00-00000-140200-00000000-	IN-S151-587661	POP 10/1/25-09/30/26 RES. 25-726 MELTWATER FOR AD	107941	10/7/2025	13,455.00
	Total Paid by Vendor					**13,455.00**
MEREDITH JOHNSON	1000-74-74400-515020-00000000-	176	POP: 10/23/25-11/22/25 -MAP AWARD RES #25-146	108055	10/14/2025	1,000.00
	Total Paid by Vendor					**1,000.00**
MICHELE T HATCHER CHAPTER 13 TRUSTEE	1000-00-00000-210180-00000000-	421425	Payroll Run 1 - Warrant 250928	107856	10/2/2025	2,491.00
	Total Paid by Vendor					**2,491.00**
MICHIGAN STATE DISBURSEMENT UNIT	1000-00-00000-210180-00000000-	421438	Payroll Run 1 - Warrant 250928	107857	10/2/2025	1,102.07

	Total Paid by Vendor					**1,102.07**
MINISTRY BRANDS, LLC	1000-17-17100-515250-00000000-	134473	POP:10/01/25-10/31/25-RAPIDCAST OVERAGE COSTS	108096	10/14/2025	581.40
	Total Paid by Vendor					**581.40**
MISSISSIPPI DEPARTMENT OF HUMAN SERVICES	1000-00-00000-210180-00000000-	421437	Payroll Run 1 - Warrant 250928	107858	10/2/2025	113.09
	Total Paid by Vendor					**113.09**
MITCHELL 1	1000-00-00000-140200-00000000-	M1-00467270	POP 10/01/25-09/30/26 MITCHELL SW SUPPORT GS/FLEET	108097	10/14/2025	5,208.00
	Total Paid by Vendor					**5,208.00**
MOBILE COMMUNICATIONS AMERICA INC	1000-17-17100-515070-00000000-	80163758	POP 10/1/25-10/31/25 SSOURCE MCA 400MHZ RADIO	90008648	10/7/2025	993.17
	Total Paid by Vendor					**993.17**
MODEL ENVIRONMENT LLC	1000-52-52100-515370-00000000-	INV078	POP 9/16/25-9/30/25 ENCAMPMENT & WATERWAY LITTER	90008718	10/14/2025	18,630.00
	Total Paid by Vendor					**18,630.00**
MORGAN SLOAN	1000-74-74400-515020-00000000-	173	POP 10/2/25-10/05/25 MAP AWARD RES #25-146	107943	10/7/2025	750.00
	Total Paid by Vendor					**750.00**
NAPS INC	1000-16-16100-515370-00000000-	7870	POP 9/1/25-9/30/25 BACKGROUND CHECKS	108098	10/14/2025	821.80
	Total Paid by Vendor					**821.80**
NATIONWIDE RETIREMENT SOLUTIONS	1000-00-00000-210220-00000000-	421432	Payroll Run 1 - Warrant 250928	107844	10/1/2025	119,581.85
	Total Paid by Vendor					**119,581.85**
NEXAIR LLC	1000-15-15100-515340-00000000-	0013748450	POP 9/1/25-9/30/25 CYLINDER RENTAL/MAINTENAN	107944	10/7/2025	719.57
	1000-55-55400-515340-00000000-	0013748447	POP 9/1/25-9/30/25 FY25 CYLINDER MAINTENANCE	108099	10/14/2025	180.15
	Total Paid by Vendor					**899.72**
NO MORE DIRTY INC	1000-74-74400-515020-00000000-	003	POP 10/5/25 NMD MUSIC & ARTS FESTIVAL SPONSOR	107945	10/7/2025	2,500.00
	1000-10-10300-515020-00000000-	002	POP 10/2/25 ANNUAL GOOD MUSIC ARTS FESTIVAL	108100	10/14/2025	2,500.00
	Total Paid by Vendor					**5,000.00**
NORTH ALABAMA SPAY NEUTER CLINIC	1000-50-00000-515163-00000000-	2325170	POP 8/5/25- 8/25/25 LOW INCOME SPAY/NEUTER	107946	10/7/2025	500.00
	1000-50-00000-515163-00000000-	2325171	POP 8/5/25-8/27/25 LOW INCOME SPAY/NEUTER	107946	10/7/2025	635.00
	Total Paid by Vendor					**1,135.00**
OCR WATER & FIRE PROTECTION AUTHORITY	1000-14-14100-515700-00000000-	010-01145-010925	POP 8/18/25-9/18/25 FIRE STATION 19 WATER	107948	10/7/2025	159.83
	1000-14-14100-515700-00000000-	010-01146-010925	POP 8/18/25-9/18/25 FIRE STATION 19 WATER	107948	10/7/2025	378.23
	1000-14-14100-515700-00000000-	010-01147-010925	POP 8/18/25-9/18/25 FIRE STATION 19 WATER	107948	10/7/2025	20.05
	Total Paid by Vendor					**558.11**
OFFICE OF PROSECUTION SERVICES	1000-00-00000-231500-00000000-	PRETRAIL SEPT 2025	POP: 09/01/25-09/30/25 - OFFICE OF PROSECUTION SVC	107955	10/7/2025	266.00
	1000-00-00000-231500-00000000-	PRETRAIL AUGUST 2025	POP: 08/01/25-08/31/25-OFFICE OF PROSECUTION SVCS	107955	10/7/2025	217.00
	Total Paid by Vendor					**483.00**
ON LINE INFORMATION SERVICE INC	1000-16-16100-515370-00000000-	13402-1025	POP: 10/01/25-10/31/25 - Q1-BACKGROUND CHECKS	108102	10/14/2025	137.00
	1000-18-00000-515340-00000000-	13390-1025	POP: 09/01/25-10/31/25- ONLINE COURT SERVICES	108103	10/14/2025	347.00
	Total Paid by Vendor					**484.00**
OPERATION GREEN TEAM FOUNDATION	1000-00-00000-610999-00000000-	DIST 4 - ORD 25-794	ONE-TIME APPROPRIATION RES 25-794	108104	10/14/2025	5,000.00
	Total Paid by Vendor					**5,000.00**
PARKER TECHNOLOGY LLC	1000-17-17100-515250-00000000-	52179	POP 10/01/25-10/31/25 SSOURCE TIBA PARKING GARAGES	107949	10/7/2025	85.83
	1000-17-17100-515250-00000000-	52726	POP 10/01/25-10/31/25 SOURCE TIBA PARKING GARAGES	107949	10/7/2025	4,644.12
	Total Paid by Vendor					**4,729.95**
PASSPORT LABS INC	1000-53-53100-515044-00000000-	INV-1056066	POP 9/1/25-9/30/25 MOBILE PAY PARKING 2025	108107	10/14/2025	1,816.50
	Total Paid by Vendor					**1,816.50**
PEACE COMMUNICATIONS HUNTSVILLE LLC	1000-17-17100-515070-00000000-	69699	POP 10/1/25-12/31/25 FY26 PEACE SCADA INTERNET	90008651	10/7/2025	627.89
	1000-17-17100-515070-00000000-	69701	POP 10/1/25-12/31/25 RES 24-79 PUBLIC WIFI QR	90008651	10/7/2025	23,116.50
	Total Paid by Vendor					**23,744.39**
PERFORMANCE TIRE & SERVICE CENTER LLC	1000-00-00000-140101-00000000-	112881	TIRE - PART# 1460168 1460462	107951	10/7/2025	855.80
	1000-00-00000-140101-00000000-	112913	TIRE - PART# 1405017	108108	10/14/2025	698.56
	Total Paid by Vendor					**1,554.36**
PFM FINANCIAL ADVISORS LLC	1000-13-13100-515370-00000000-	138404	POP 7/1/25-9/30/25 QRTLY FEES SVCS FOR FY25-RES	90008722	10/14/2025	10,800.00
	Total Paid by Vendor					**10,800.00**
PJH CLEANING, INC.	1000-14-14310-515370-00000000-	100125-223-A	POP: 09/06/25-09/27/25-JANITORIAL SERVICES	90008652	10/7/2025	29,523.60
	1000-14-14310-515370-00000000-	100125-223-B	POP: 09/11/25- FS 17 CLEAN UP	90008652	10/7/2025	849.60
	1000-14-14310-515370-00000000-	100625-223-B	POP: 10/06/25 - FS19 - DETAIL CLEAN	90008724	10/14/2025	283.20
	Total Paid by Vendor					**30,656.40**
PORTER ROOFING CONTRACTORS INC	1000-14-14300-513010-00000000-	25082	POP 9/23/25-9/29/25 ROOF REPAIRS	107953	10/7/2025	86.25
	1000-14-14300-513010-00000000-	25083	POP 9/24/25-9/29/25 ROOF REPAIRS	107953	10/7/2025	471.40
	1000-14-14300-513010-00000000-	25084	POP 9/22/25-9/29/25 ROOF REPAIRS	107953	10/7/2025	143.75
	1000-14-14300-513010-00000000-	25085	POP 9/24/25-9/29/25 ROOF REPAIRS	107953	10/7/2025	499.94
	1000-14-14300-513010-00000000-	25086	POP 9/23/25-9/29/25 ROOF REPAIRS	107953	10/7/2025	302.50
	1000-14-14300-513010-00000000-	25087	POP 9/23/25-9/29/25 ROOF REPAIRS	107953	10/7/2025	569.51

	Total Paid by Vendor					**2,073.35**
POWERDMS INC	1000-00-00000-140200-00000000-	INV-145510	POP 10/01/25-09/30/26 25-593 VETTED SUBSRIPTION	107954	10/7/2025	15,705.00
	Total Paid by Vendor					**15,705.00**
PRIME APPARELL LLC	1000-42-42100-515670-00000000-	644722	UNIFORM T-SHIRTS COMMUNICATION & STOCK	108109	10/14/2025	2,081.50
	Total Paid by Vendor					**2,081.50**
PRO ELECTRIC INC	1000-73-73200-515340-00000000-	W43745	POP 8/8/25-9/4/25 ESTABLISH ELECTRICAL SERV	90008654	10/7/2025	6,371.37
	1000-14-14300-513010-00000000-	W43785	POP 9/23/25-9/29/25 ELECTRICAL REPAIRS	90008654	10/7/2025	2,212.12
	1000-14-14300-513010-00000000-	W43762	POP 9/29/25 ELECTRICAL REPAIRS	90008725	10/14/2025	3,966.79
	1000-14-14300-513010-00000000-	W43778	POP 9/12/25-9/22/25 ELECTRICAL REPAIRS	90008725	10/14/2025	1,409.95
	1000-14-14300-513010-00000000-	W43791	POP 9/31/25-10/1/25 ELECTRICAL REPAIRS	90008725	10/14/2025	508.92
	1000-14-14300-513010-00000000-	W43787	POP 9/26/25-10/2/25 ELECTRICAL REPAIRS	90008725	10/14/2025	2,708.79
	Total Paid by Vendor					**17,177.94**
PRO-AIR SERVICES INC	1000-53-53200-513010-PK1020XX-	102981	EMERGENCY PO - GARAGE M - AC UNIT	90008655	10/7/2025	218.64
	1000-14-14300-513010-00000000-	103024	POP 9/9/25-9/12/25 HVAC REPAIRS	90008655	10/7/2025	558.71
	1000-14-14300-513010-00000000-	103032	POP 9/25/25 HVAC REPAIRS	90008726	10/14/2025	410.55
	1000-14-14300-513010-00000000-	103049	POP 8/27/25 HVAC REPAIRS	90008726	10/14/2025	1,545.50
	Total Paid by Vendor					**2,733.40**
PSYCHOLOGICAL RESOURCES	1000-16-16100-515370-00000000-	2508107	POP 7/31/25 PSYCH EVAL 2508107	108110	10/14/2025	220.00
	1000-16-16100-515370-00000000-	2507093	POP 6/16/25 PSYCH EVAL 2507093	108111	10/14/2025	220.00
	1000-16-16100-515370-00000000-	2506093	POP 5/6/25-5/23/25 PSYCH EVAL	108112	10/14/2025	2,750.00
	Total Paid by Vendor					**3,190.00**
QUALITY CREATIVE LANDSCAPING OF HUNTSVILLE LLC	1000-52-52100-515370-00000000-	12649	POP 10/1/25-10/31/25 LANDSCAPE SVC	107956	10/7/2025	595.00
	Total Paid by Vendor					**595.00**
REFUND PAYMENTS	1000-00-00000-130205-00000000-	REFUND #65760	REFUND #65760 FOR AMENDED RTN JAN 2025	107965	10/7/2025	166.42
	1000-00-00000-110008-00000000-	REF 11228681		107975	10/7/2025	1,000.00
	1000-00-00000-110008-00000000-	REF 11075618		107981	10/7/2025	750.00
	1000-00-00000-110008-00000000-	REF 25T0000355		107971	10/7/2025	111.00
	1000-00-00000-110008-00000000-	REF 25T0000355A		107972	10/7/2025	100.00
	1000-00-00000-110008-00000000-	REF 10752487		107967	10/7/2025	500.00
	1000-00-00000-110008-00000000-	REF 25T0029995		107979	10/7/2025	36.00
	1000-00-00000-110008-00000000-	REF 25T0004629		107973	10/7/2025	309.00
	1000-00-00000-110008-00000000-	REF 24T0032541		107968	10/7/2025	11.00
	1000-00-00000-110008-00000000-	REF 24T0010306		107974	10/7/2025	1,000.00
	1000-00-00000-110008-00000000-	REF 24T0015794/15795		107969	10/7/2025	2,000.00
	1000-00-00000-110008-00000000-	REF 11194844		107970	10/7/2025	179.00
	1000-00-00000-110008-00000000-	REF 25T0006700		107978	10/7/2025	199.00
	1000-00-00000-110008-00000000-	REF 25T0000367		108117	10/14/2025	500.00
	1000-30-30401-422157-00000000-	REFUND-10/2/25	CANCELLED EVENT 10/2/25-REFUND	107976	10/7/2025	175.00
	1000-00-00000-130205-00000000-	REFUND #73019	REFUND TP #73019	107984	10/7/2025	100.00
	1000-00-00000-130205-00000000-	REFUND #55361	REFUND TP #55361	107985	10/7/2025	7.02
	1000-00-00000-130205-00000000-	REFUND #73835	REFUND TP #73835	107982	10/7/2025	582.75
	1000-12-00000-410100-00000000-	REFUND #71553	REFUND FOR TP #71553	107977	10/7/2025	4,046.00
	1000-12-00000-410100-00000000-	REFUND #42019	REFUND FOR TP #42019	107983	10/7/2025	160.50
	1000-12-00000-410100-00000000-	REFUND #13175	REFUND FOR TP #13175	107980	10/7/2025	5,248.79
	1000-00-00000-130205-00000000-	REFUND #72831	REFUND #72831 PENALTIES WAIVED, JUNE 20255	107963	10/7/2025	50.00
	1000-12-00000-410100-00000000-	REFUND #54484	REFUND #54484 PENALTY WAIVED AFT PMT MADE	107959	10/7/2025	160.50
	1000-00-00000-130205-00000000-	REFUND #30181	POP:07/31/19-03/31/25-REF # 30181 PENALTIES WAIVED	107961	10/7/2025	2,139.68
	1000-12-00000-410100-00000000-	REFUND #72293	REFUND #72293 BL OVERPAID DUE TO RA MISTAKE	107966	10/7/2025	702.00
	1000-12-00000-410100-00000000-	REFUND #44802	REFUND # 44802 PENALTY WAIVED AFT PMT MADE	107962	10/7/2025	3,573.00
	1000-00-00000-130205-00000000-	REFUND #42658	REFUND #42658 - AMENDED RTNS JULY 2025	107960	10/7/2025	9.05
	1000-30-30401-422157-00000000-	REFUND #92446684	CUSTOMER SCHEDULING CONFLICT EVENT CANCELLED	107964	10/7/2025	175.00
	1000-00-00000-130205-00000000-	REFUND #74812	REFUND FOR TP #74812	108124	10/14/2025	12,000.26
	1000-00-00000-130205-00000000-	REFUND #74804	REFUND FOR TP #74804	108121	10/14/2025	1,425.78
	1000-00-00000-110008-00000000-	REF 23T0010279/80		108122	10/14/2025	2,000.00
	1000-00-00000-110008-00000000-	REF 25T0020727		108118	10/14/2025	596.00
	1000-00-00000-110008-00000000-	REF 11151229		108116	10/14/2025	300.00
	1000-00-00000-110008-00000000-	REF 10684313/14/18		108120	10/14/2025	1,100.00
	1000-00-00000-110008-00000000-	REF 24T0015347		108119	10/14/2025	1,000.00
	1000-00-00000-130205-00000000-	REFUND #73221	REFUND# 73221 TP FILED TO COH IN ERROR NOT IN CITY	108114	10/14/2025	3,926.94
	1000-00-00000-110008-00000000-	REF 25T0003676		108115	10/14/2025	200.00
	1000-00-00000-130205-00000000-	REFUND 30844	REFUND FOR SALES TAX TP #30844	108123	10/14/2025	6,197.73

	Total Paid by Vendor					**52,737.42**
REPUBLIC SERVICES INC	1000-52-52200-515730-00000000-	0979-001176738	POP 8/1/25-8/31/25 LM STREET SWEEPING	107986	10/7/2025	8,918.96
	1000-52-52200-515730-00000000-	0979-001178880	POP 9/1/25-9/30/25 LM REFUSE CONTAINER SERV	107986	10/7/2025	404.25
	1000-52-52300-515730-00000000-	0979-001178880	POP 9/1/25-9/30/25 LM REFUSE CONTAINER SERV	107986	10/7/2025	404.25
	1000-52-52500-515730-00000000-	0979-001178880	POP 9/1/25-9/30/25 LM REFUSE CONTAINER SERV	107986	10/7/2025	269.50
	1000-52-52600-515730-00000000-	0979-001178880	POP 9/1/25-9/30/25 LM REFUSE CONTAINER SERV	107986	10/7/2025	269.50
	1000-52-52700-515730-00000000-	0979-001178880	POP 9/1/25-9/30/25 LM REFUSE CONTAINER SERV	107986	10/7/2025	404.25
	1000-53-53200-513010-PK1060XX-	0979-001179212	POP 8/29/25-10/31/25 REFUSE CONTNR SERV.	107986	10/7/2025	637.38
	1000-14-14310-515370-00000000-	0979-001173779	POP:08/01/25-08/31/25 -REFUSE SVS	107986	10/7/2025	9,894.46
	1000-14-14310-515370-00000000-	0979-001170762	POP:07/01/25-07/31/25 -REFUSE SVS	107986	10/7/2025	8,244.46
	1000-55-55400-515730-00000000-	0979-001181822	POP 9/16/25 FY25 30YD ROLL OFF-MAINT	108126	10/14/2025	350.00
	1000-14-14310-515370-00000000-	0979-001181561	POP 9/1/25-9/30/25 -REFUSE SVS	108125	10/14/2025	2,226.90
	1000-14-14310-515370-00000000-	0979-001178856	POP:09/01/25-09/30/25 2025 BLNKT-REFUSE SVS	108126	10/14/2025	8,244.46
	Total Paid by Vendor					**40,268.37**
RETIREMENT SYSTEMS OF ALABAMA	1000-00-00000-210160-00000000-	421427	Payroll Run 1 - Warrant 250928	107843	10/1/2025	1,435,373.92
	Total Paid by Vendor					**1,435,373.92**
ROCKET CITY FEDERAL CREDIT UNION	1000-14-14300-515460-00000000-	102025	POP 10/1/25-10/31/25 - FIRE SUPPLY LEASE	108130	10/14/2025	8,000.00
	Total Paid by Vendor					**8,000.00**
ROCKET CITY RENTAL LLC	1000-52-52200-515340-00000000-	136861-1	POP 10/2/25-10/3/25 STUMP GRINDER RENTAL	108129	10/14/2025	663.18
	Total Paid by Vendor					**663.18**
ROCKET MEP LLC	1000-14-14100-515370-00000000-	COH-001-01	POP 08/01/25-09/30/25 FIRE STATION #7 GEN UPGRADE	107987	10/7/2025	2,362.50
	Total Paid by Vendor					**2,362.50**
ROSE MARY JEFFRIES	1000-30-30200-515370-00000000-	R.JEFFRIES 092525	POP 9/3/25-9/24/25 ZUMBA INSTRUCTOR	90008658	10/7/2025	100.00
	Total Paid by Vendor					**100.00**
S & S FIRESTONE INC	1000-15-15100-513030-00000000-	4230025372	COM TX 093025/4230025372	90008616	10/7/2025	706.12
	1000-15-15100-513030-00000000-	4230025495	COM TX 093025/4230025495	90008616	10/7/2025	595.18
	1000-15-15100-513030-00000000-	4230025495	COM TX 093025/4230025495	90008616	10/7/2025	56.00
	1000-15-15100-513030-00000000-	4230025495	COM TX 093025/4230025495	90008616	10/7/2025	450.00
	1000-15-15100-513030-00000000-	4230025495	COM TX 093025/4230025495	90008616	10/7/2025	24.00
	1000-15-15100-513030-00000000-	4230025578	COM TX 093025/4230025578	90008616	10/7/2025	85.00
	1000-15-15100-513030-00000000-	4230025578	COM TX 093025/4230025578	90008616	10/7/2025	65.00
	1000-15-15100-513030-00000000-	4230025603	COM TX 100625/4230025603	90008616	10/7/2025	28.00
	1000-15-15100-513030-00000000-	4230025603	COM TX 100625/4230025603	90008616	10/7/2025	33.00
	1000-15-15100-513030-00000000-	4230025603	COM TX 100625/4230025603	90008616	10/7/2025	297.59
	1000-15-15100-513030-00000000-	4230025603	COM TX 100625/4230025603	90008616	10/7/2025	12.00
	1000-15-15100-513030-00000000-	4230025646	COM TX 100625/4230025646	90008616	10/7/2025	85.00
	1000-15-15100-513030-00000000-	4230025646	COM TX 100625/4230025646	90008616	10/7/2025	41.00
	1000-15-15100-513030-00000000-	4230025649	COM TX 100625/4230025649	90008616	10/7/2025	85.00
	1000-15-15100-513030-00000000-	4230025649	COM TX 100625/4230025649	90008616	10/7/2025	28.00
	1000-15-15100-513030-00000000-	4230025847	COM TX 101025/4230025847	90008680	10/14/2025	297.59
	1000-15-15100-513030-00000000-	4230025847	COM TX 101025/4230025847	90008680	10/14/2025	11.00
	1000-15-15100-513030-00000000-	4230025847	COM TX 101025/4230025847	90008680	10/14/2025	28.00
	1000-15-15100-513030-00000000-	4230025896	COM TX 101025/4230025896	90008680	10/14/2025	60.00
	1000-15-15100-513030-00000000-	4230025896	COM TX 101025/4230025896	90008680	10/14/2025	12.00
	1000-15-15100-513030-00000000-	4230025896	COM TX 101025/4230025896	90008680	10/14/2025	5.00
	1000-15-15100-513030-00000000-	4230025897	COM TX 101025/4230025897	90008680	10/14/2025	70.00
	1000-15-15100-513030-00000000-	4230025897	COM TX 101025/4230025897	90008680	10/14/2025	12.00
	1000-15-15100-513030-00000000-	4230025897	COM TX 101025/4230025897	90008680	10/14/2025	5.00
	1000-15-15100-513030-00000000-	4230025900	COM TX 101025/4230025900	90008680	10/14/2025	85.00
	1000-15-15100-513030-00000000-	4230025900	COM TX 101025/4230025900	90008680	10/14/2025	15.00
	1000-15-15100-513030-00000000-	4230025900	COM TX 101025/4230025900	90008680	10/14/2025	60.00
	1000-15-15100-513030-00000000-	4230025900	COM TX 101025/4230025900	90008680	10/14/2025	5.00
	1000-15-15100-513030-00000000-	4230025902	COM TX 101025/4230025902	90008680	10/14/2025	85.00
	1000-15-15100-513030-00000000-	4230025902	COM TX 101025/4230025902	90008680	10/14/2025	65.00
	Total Paid by Vendor					**3,406.48**
SATEL USA INC	1000-74-74200-520500-00000000-	7214	GSNN RADIO FOR FIELD WORK	108133	10/14/2025	4,163.25
	Total Paid by Vendor					**4,163.25**
SCOTT LIGHTING SUPPLY CO	1000-14-14300-513010-00000000-	134677	2025 BLANKET PO ELECTRICAL MISC ITEMS	90008659	10/7/2025	175.50
	1000-14-14300-513010-00000000-	134679	2025 BLANKET PO ELECTRICAL MISC ITEMS	90008659	10/7/2025	38.38
	1000-14-14300-513010-00000000-	134682	2025 BLANKET PO ELECTRICAL MISC ITEMS	90008659	10/7/2025	371.28
	1000-14-14300-513010-00000000-	134766	2026 Q1 BLANKET - MISC ELECTRICAL ITEMS	90008731	10/14/2025	22.48

	1000-14-14300-513010-00000000-	134759	2026 Q1 BLANKET - MISC ELECTRICAL ITEMS	90008731	10/14/2025	128.50
	1000-14-14300-513010-00000000-	134758	2026 Q1 SPECIFIC ELECTRICAL ITEMS	90008731	10/14/2025	138.00
	1000-14-14300-513010-00000000-	134757	2026 Q1 BLANKET - MISC ELECTRICAL ITEMS	90008731	10/14/2025	77.67
	1000-14-14300-513010-00000000-	134748	2026 Q1 BLANKET - MISC ELECTRICAL ITEMS	90008731	10/14/2025	3,785.40
	Total Paid by Vendor					**4,737.21**
SCOTTY R. CAMPBELL	1000-15-15100-513030-00000000-	1049	COM TX 101325/1049	90008732	10/14/2025	1,881.25
	1000-15-15100-513030-00000000-	1049	COM TX 101325/1049	90008732	10/14/2025	3,893.48
	1000-15-15100-513030-00000000-	1049	COM TX 101325/1049	90008732	10/14/2025	25.00
	Total Paid by Vendor					**5,799.73**
SERVICE STEEL INC	1000-15-15100-513030-00000000-	146913	COM TX 101025/146913	108135	10/14/2025	184.00
	Total Paid by Vendor					**184.00**
SERVICEWEAR APPAREL	1000-30-30100-515670-00000000-	0058158725	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90008660	10/7/2025	25.75
	1000-30-30100-515340-00000000-	0058142758	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90008660	10/7/2025	7.50
	1000-30-30100-515670-00000000-	0058142758	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90008660	10/7/2025	45.42
	1000-72-00000-515670-00000000-	0058142759	UNIFORMS-INSPECTION (BLANKET) REPLACE PO 20252633	90008660	10/7/2025	114.74
	1000-30-30100-515670-00000000-	0058210986	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90008660	10/7/2025	38.25
	1000-30-30100-515670-00000000-	0058202033	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90008660	10/7/2025	115.63
	1000-30-30100-515340-00000000-	0058228192	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90008660	10/7/2025	3.75
	1000-30-30100-515670-00000000-	0058228192	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90008660	10/7/2025	25.75
	1000-52-52100-515670-00000000-	0058245406	UNIFORMS-LANDSCAPE MANAGEMENT (BLANKET)	90008660	10/7/2025	116.77
	1000-30-30100-515670-00000000-	00326116	CREDIT FOR 0057316613	90008660	10/7/2025	-25.29
	1000-72-00000-515670-00000000-	0001211	UNIFORMS-INSPECTION (3RD PARTY)	90008660	10/7/2025	189.32
	1000-30-30100-515670-00000000-	0001171	UNIFORMS-PARKS AND RECREATION (THIRD PARTY)	90008660	10/7/2025	49.67
	1000-50-00000-515670-00000000-	0001210	UNIFORMS ANIMAL SERVICES (THIRD PARTY)	90008660	10/7/2025	93.61
	1000-30-30100-515670-00000000-	0001172	UNIFORMS-PARKS & RECREATION (THIRD PARTY)	90008660	10/7/2025	92.25
	1000-30-30100-515670-00000000-	0001212	UNIFORMS-PARKS & RECREATION (THIRD PARTY)	90008733	10/14/2025	28.38
	1000-55-55100-515670-00000000-	0057959195	FY25 UNIFORMS-PWS-ADM/CONST/MAINT	90008733	10/14/2025	106.53
	1000-14-14300-515670-00000000-	0001225	UNIFORMS- GENERAL SERVICES (3RD PARTY)	90008733	10/14/2025	65.59
	1000-30-30100-515670-00000000-	0058245407	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90008733	10/14/2025	103.00
	1000-30-30100-515340-00000000-	0058245405	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90008733	10/14/2025	3.75
	1000-30-30100-515670-00000000-	0058245405	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90008733	10/14/2025	15.14
	1000-30-30100-515670-00000000-	0058158724	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90008733	10/14/2025	85.02
	1000-30-30100-515340-00000000-	0058021272	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90008733	10/14/2025	5.00
	1000-30-30100-515670-00000000-	0058021272	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90008733	10/14/2025	30.28
	1000-30-30100-515340-00000000-	0058314146	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90008733	10/14/2025	7.50
	1000-30-30100-515670-00000000-	0058314146	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90008733	10/14/2025	15.14
	1000-30-30100-515340-00000000-	0058314145	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90008733	10/14/2025	3.75
	1000-30-30100-515670-00000000-	0058314145	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90008733	10/14/2025	15.14
	1000-30-30100-515670-00000000-	0058314144	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90008733	10/14/2025	20.87
	1000-30-30100-515670-00000000-	0058314143	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90008733	10/14/2025	30.28
	1000-30-30100-515670-00000000-	0058314142	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90008733	10/14/2025	41.74
	1000-30-30100-515340-00000000-	0058314140	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90008733	10/14/2025	3.75
	1000-30-30100-515670-00000000-	0058314140	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90008733	10/14/2025	20.87
	1000-30-30100-515670-00000000-	0058314139	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90008733	10/14/2025	41.74
	1000-30-30100-515340-00000000-	0058304569	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90008733	10/14/2025	2.50
	1000-30-30100-515670-00000000-	0058304569	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90008733	10/14/2025	15.14
	1000-30-30100-515340-00000000-	0058304568	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90008733	10/14/2025	3.00
	1000-30-30100-515670-00000000-	0058304568	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90008733	10/14/2025	30.28
	1000-30-30100-515340-00000000-	0058304567	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90008733	10/14/2025	7.50
	1000-30-30100-515670-00000000-	0058304567	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90008733	10/14/2025	60.56
	1000-30-30100-515670-00000000-	0058274735	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90008733	10/14/2025	78.77
	1000-30-30100-515340-00000000-	0058314141	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90008733	10/14/2025	7.50
	1000-30-30100-515670-00000000-	0058314141	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90008733	10/14/2025	41.74
	Total Paid by Vendor					**1,783.58**
SHERWIN-WILLIAMS CO	1000-30-30100-515340-00000000-	7558-1	BLUE PAINT NEEDED TO PAINT HANDICAP SPACES	108136	10/14/2025	296.75
	1000-30-30100-515340-00000000-	7558-1	BLUE PAINT NEEDED TO PAINT HANDICAP SPACES	108136	10/14/2025	0.01
	Total Paid by Vendor					**296.76**
SHI INTERNATIONAL CORP	1000-17-17200-520301-00000000-	B20350397	POP 10/6/285-7/27/26 ADOBE ACROBAT PRO FOR PD	108139	10/14/2025	103.95
	1000-17-17200-520300-00000000-	B20239515	POP 9/9/25-7/27/25 ADOBE LICENSE RENEWALS	108139	10/14/2025	2,509.44
	Total Paid by Vendor					**2,613.39**
SIMPLE HELIX LLC	1000-17-17100-515460-00000000-	108285	POP 10/1/25-10/31/25 DATA CENTER SERVICES	107990	10/7/2025	7,577.44

	Total Paid by Vendor					**7,577.44**
SITEONE LANDSCAPE SUPPLY HOLDING LLC	1000-52-52300-513013-00000000-	159012265-001	IRRIGATION NON-BID ITEMS - LM (BLANKET)	107991	10/7/2025	128.32
	1000-52-52300-513013-00000000-	159079807-001	IRRIGATION NON-BID ITEMS - B (BLANKET Q1)	108141	10/14/2025	143.82
	1000-52-52300-513013-00000000-	159080079-001	IRRIGATION NON-BID ITEMS - B (BLANKET Q1)	108141	10/14/2025	90.00
	Total Paid by Vendor					**362.14**
SMALL CLAIMS COURT OF MADISON COUNTY	1000-00-00000-210180-00000000-	421434	Payroll Run 1 - Warrant 250928	107854	10/2/2025	1,156.17
	Total Paid by Vendor					**1,156.17**
SNAP-ON INDUSTRIAL DIVISION	1000-15-15100-515610-00000000-	ARV/65882203	TOOLS - FLTHVY4	108142	10/14/2025	22.50
	Total Paid by Vendor					**22.50**
SOLID WASTE DISPOSAL AUTHORITY	1000-50-00000-515340-00000000-	T1008797	POP 9/1/25-9/30/25 SOLID WASTE DISPOSAL	90008661	10/7/2025	63.00
	1000-55-55300-515730-00000000-	T1008788	POP 9/1/25-9/30/25 FY25 PWS TIPPING	90008661	10/7/2025	232.13
	1000-55-55400-515730-00000000-	T1008788	POP 9/1/25-9/30/25 FY25 PWS TIPPING	90008661	10/7/2025	89.54
	1000-52-52500-515730-00000000-	T1008790	POP 9/1/25-9/30/25 LANDFILL TIPPING	90008661	10/7/2025	21.48
	1000-52-52500-515730-00000000-	T1008792	POP 9/1/25-9/30/25 LANDFILL TIPPING FEES	90008661	10/7/2025	4.13
	1000-52-52300-515730-00000000-	T1008795	POP 9/1/25-9/30/25 LANDFILL TIPPING FEES	90008661	10/7/2025	721.40
	1000-52-52200-515730-00000000-	T1008796	POP 9/1/25-9/30/25 LANDFILL TIPPING FEES	90008661	10/7/2025	1,366.79
	1000-70-70200-515730-00000000-	T1008778	POP: 9/1/25-9/30/25 DUMP FEES (CODE ENF)	90008661	10/7/2025	243.66
	1000-52-52700-515730-00000000-	T1008794	POP 9/1/25-9/30/25 LANDFILL TIPPING FEES	90008735	10/14/2025	547.84
	1000-52-52600-515730-00000000-	T1008793	POP 9/1/25-9/30/25 LANDFILL TIPPING FEES	90008735	10/14/2025	494.73
	1000-52-52200-515730-00000000-	T1008789	POP 9/1/25-9/30/25 LANDFILL TIPPING FEES	90008735	10/14/2025	886.36
	Total Paid by Vendor					**4,671.06**
SON MEDIA GROUP	1000-19-00000-515010-00000000-	6905	POP 10/1/25 SPEAKIN OUT NEWS-CITY COUNCIL	108144	10/14/2025	9,387.80
	Total Paid by Vendor					**9,387.80**
SOUTHEASTERN TRUCK BODY & EQUIPMENT INC	1000-15-15100-513030-00000000-	32289	COM TX 093025/32289	90008662	10/7/2025	47.92
	1000-15-15100-513030-00000000-	32289	COM TX 093025/32289	90008662	10/7/2025	79.50
	1000-15-15100-513030-00000000-	32289	COM TX 093025/32289	90008662	10/7/2025	729.00
	1000-15-15100-513030-00000000-	32303	COM TX 100625/32303	90008662	10/7/2025	201.76
	1000-15-15100-513030-00000000-	32303	COM TX 100625/32303	90008662	10/7/2025	6.98
	1000-15-15100-513030-00000000-	32303	COM TX 100625/32303	90008662	10/7/2025	247.73
	1000-15-15100-513030-00000000-	32303	COM TX 100625/32303	90008662	10/7/2025	14.44
	1000-15-15100-513030-00000000-	32303	COM TX 100625/32303	90008662	10/7/2025	405.00
	1000-15-15100-513030-00000000-	32304	COM TX 100625/32304	90008662	10/7/2025	99.02
	1000-15-15100-513030-00000000-	32304	COM TX 100625/32304	90008662	10/7/2025	4.99
	1000-15-15100-513030-00000000-	32304	COM TX 100625/32304	90008662	10/7/2025	405.00
	1000-15-15100-513030-00000000-	32312	COM TX 100825/32312	90008736	10/14/2025	372.10
	1000-15-15100-513030-00000000-	32312	COM TX 100825/32312	90008736	10/14/2025	124.70
	1000-15-15100-513030-00000000-	32312	COM TX 100825/32312	90008736	10/14/2025	79.50
	1000-15-15100-513030-00000000-	32312	COM TX 100825/32312	90008736	10/14/2025	1,012.50
	1000-15-15100-513030-00000000-	32313	COM TX 100825/32313	90008736	10/14/2025	105.45
	1000-15-15100-513030-00000000-	32313	COM TX 100825/32313	90008736	10/14/2025	484.26
	1000-15-15100-513030-00000000-	32313	COM TX 100825/32313	90008736	10/14/2025	742.50
	1000-15-15100-513030-00000000-	32327	COM TX 101325/32327	90008736	10/14/2025	523.53
	1000-15-15100-513030-00000000-	32327	COM TX 101325/32327	90008736	10/14/2025	360.44
	1000-15-15100-513030-00000000-	32327	COM TX 101325/32327	90008736	10/14/2025	272.60
	1000-15-15100-513030-00000000-	32327	COM TX 101325/32327	90008736	10/14/2025	832.50
	Total Paid by Vendor					**7,151.42**
SOUTHERN COMMUNICATIONS INC	1000-17-17100-515070-00000000-	1741019	POP 10/1/25-10/31/25 FY26 O&M LTE ACCT #11027909	108143	10/14/2025	16,000.00
	1000-17-17100-515070-00000000-	REG20250000445432	POP 10/1/25-10/31/25 FY26 O&M LTE ACCT #11027909	108143	10/14/2025	483.37
	1000-17-17100-515070-00000000-	REG20250000444432	POP 10/1/25-10/31/25SOTHRNLINC PTT ACCT#0010468349	108143	10/14/2025	2,900.14
	Total Paid by Vendor					**19,383.51**
SOUTHERN LANDSCAPE & LAWN CARE INC	1000-52-52100-515370-00000000-	50-83715	POP 10/1/25-10/31/25 LAWN CARE SVC FOR CITY AREAS	90008737	10/14/2025	30,240.11
	Total Paid by Vendor					**30,240.11**
SOUTHERN TIRE MART LLC	1000-00-00000-140101-00000000-	2240043063	TIRE - PART# 1401978	107993	10/7/2025	990.00
	1000-00-00000-140101-00000000-	2240043362	TIRE - PART# 1401978 1401979	107993	10/7/2025	1,512.00
	Total Paid by Vendor					**2,502.00**
STAPLES INC	1000-30-30100-515340-00000000-	6044631220	INK FOR PRINTERS IN THE ADMIN OFFICE	90008663	10/7/2025	569.99
	1000-43-00000-515340-00000000-	6044631222	STANDARD SUPPLIES FOR MUNICIPAL COURT - INK	90008663	10/7/2025	943.84
	1000-55-55100-515340-00000000-	6044631235	OFFICE SUPPLIES FOR ROW	90008738	10/14/2025	380.67
	1000-42-42100-515340-00000000-	6044631233	OFFICE SUPPLIES	90008738	10/14/2025	12.84
	1000-42-42100-515340-00000000-	6044631229	OFFICE SUPPLIES	90008738	10/14/2025	74.09
	1000-30-30100-515340-00000000-	6043712136	INK FOR PRINTERS IN THE ADMIN OFFICE	90008738	10/14/2025	271.41

	1000-41-41100-515340-00000000-	6042513566	INK FOR STOCK	90008738	10/14/2025	1,014.93
	1000-15-15100-515340-00000000-	6045074105	SUPPLIES FOR OFFICE	90008738	10/14/2025	36.58
	1000-15-15100-515340-00000000-	6045074102	SUPPLIES FOR OFFICE	90008738	10/14/2025	386.64
	1000-42-42100-515340-00000000-	6045074100	OFFICE SUPPLIES	90008738	10/14/2025	360.99
	1000-41-41303-515340-00000000-	6043010589	ID SUPPLIES	90008738	10/14/2025	56.52
	1000-50-00000-515340-00000000-	6043010599	KEYBOARDS	90008738	10/14/2025	270.18
	Total Paid by Vendor					**4,378.68**
STATE OF ALABAMA	1000-00-00000-231502-00000000-	SEPTEMBER 2025	SEPTEMBER 2025 MONTHLY REPORT	107995	10/7/2025	130.00
	Total Paid by Vendor					**130.00**
STATE OF ALABAMA FINANCE DEPARTMENT	1000-00-00000-231200-00000000-	SEPTEMBER 2025	SEPTEMBER 2025 MONTHLY REPORT	107996	10/7/2025	4,370.00
	1000-00-00000-231201-00000000-	SEPTEMBER 2025	SEPTEMBER 2025 MONTHLY REPORT	107996	10/7/2025	9,600.00
	1000-00-00000-231202-00000000-	SEPTEMBER 2025	SEPTEMBER 2025 MONTHLY REPORT	107996	10/7/2025	230.00
	1000-00-00000-231101-00000000-	SEPTEMBER 2025A	SEPTEMBER 2025 MONTHLY REPORT	107997	10/7/2025	24,554.13
	1000-00-00000-231101-00000000-	SEPTEMBER 2025A	SEPTEMBER 2025 MONTHLY REPORT	107997	10/7/2025	2,422.00
	1000-00-00000-231102-00000000-	SEPTEMBER 2025A	SEPTEMBER 2025 MONTHLY REPORT	107997	10/7/2025	8,950.50
	1000-00-00000-231103-00000000-	SEPTEMBER 2025A	SEPTEMBER 2025 MONTHLY REPORT	107997	10/7/2025	1,945.00
	1000-00-00000-231104-00000000-	SEPTEMBER 2025A	SEPTEMBER 2025 MONTHLY REPORT	107997	10/7/2025	1,310.00
	1000-00-00000-231105-00000000-	SEPTEMBER 2025A	SEPTEMBER 2025 MONTHLY REPORT	107997	10/7/2025	1,656.85
	1000-00-00000-231106-00000000-	SEPTEMBER 2025A	SEPTEMBER 2025 MONTHLY REPORT	107997	10/7/2025	90.00
	1000-00-00000-231107-00000000-	SEPTEMBER 2025A	SEPTEMBER 2025 MONTHLY REPORT	107997	10/7/2025	2,294.45
	1000-00-00000-231108-00000000-	SEPTEMBER 2025A	SEPTEMBER 2025 MONTHLY REPORT	107997	10/7/2025	12,663.00
	1000-00-00000-231109-00000000-	SEPTEMBER 2025A	SEPTEMBER 2025 MONTHLY REPORT	107997	10/7/2025	2,787.00
	1000-00-00000-231110-00000000-	SEPTEMBER 2025A	SEPTEMBER 2025 MONTHLY REPORT	107997	10/7/2025	297.00
	1000-00-00000-231112-00000000-	SEPTEMBER 2025A	SEPTEMBER 2025 MONTHLY REPORT	107997	10/7/2025	3,487.50
	1000-00-00000-231111-00000000-	SEPTEMBER 2025A	SEPTEMBER 2025 MONTHLY REPORT	107997	10/7/2025	3,487.50
	1000-00-00000-231113-00000000-	SEPTEMBER 2025A	SEPTEMBER 2025 MONTHLY REPORT	107997	10/7/2025	3,426.00
	1000-00-00000-231114-00000000-	SEPTEMBER 2025A	SEPTEMBER 2025 MONTHLY REPORT	107997	10/7/2025	320.00
	1000-00-00000-240530-00000000-	SEPTEMBER 2025 FEE	AL CONSTRU IND CRAFT TRAINING FEE	107998	10/7/2025	145,384.00
	1000-00-00000-240530-00000000-	JAN & MAY 2025 FEE	AL CONTRU IND CRAFT TRAINING FEE	107998	10/7/2025	1,725.00
	1000-00-00000-240530-00000000-	JAN & MAY 2025 FEE	AL CONTRU IND CRAFT TRAINING FEE	107998	10/7/2025	-89.00
	Total Paid by Vendor					**230,910.93**
STATE OF OKLAHOMA	1000-00-00000-210180-00000000-	421441	Payroll Run 1 - Warrant 250928	107859	10/2/2025	159.92
	Total Paid by Vendor					**159.92**
STATE SYSTEMS INC	1000-14-14300-513010-00000000-	148041873	POP 9/30/25 SEC.-FIRE ALARM SPRINKLERS REPAIR	90008739	10/14/2025	360.00
	1000-14-14300-515370-00000000-	148026630	POP 7/1/25-7/31/25 FIRE & SEC. MONTHLY BILLING	90008739	10/14/2025	1,239.00
	Total Paid by Vendor					**1,599.00**
STOVEHOUSE PROPERTIES LLC	1000-74-74400-515020-00000000-	23427	POP 9/1/25-9/30/25 BRANDING AND AWARENESS	108000	10/7/2025	1,750.00
	Total Paid by Vendor					**1,750.00**
STRICKLAND COMPANIES	1000-41-41203-515340-00000000-	HU055838-00	PAPER STOCK-WEST	108001	10/7/2025	274.74
	1000-42-42100-515340-00000000-	HU056392-00	COPIER PAPER	108145	10/14/2025	549.48
	1000-00-00000-140110-00000000-	HU056464-00	OFFICE SUPPLIES	108145	10/14/2025	1,860.90
	1000-12-12500-515340-00000000-	HU054826-00	EXECUTIVE ENVELOPES	108145	10/14/2025	74.05
	1000-12-12500-515340-00000000-	HU054827 CL	CM FOR HU054826-00	108145	10/14/2025	-74.05
	Total Paid by Vendor					**2,685.12**
STRUTHERS RECREATION LLC	1000-14-14300-513010-00000000-	107151-0101	OPTIMIST PARK GIZMOS	108146	10/14/2025	1,295.39
	Total Paid by Vendor					**1,295.39**
SUNBELT RENTALS INC	1000-41-41110-515340-00000000-	161485871-0012	POP 9/3/25-9/30/25 NAMACC LIFT RENTAL	108002	10/7/2025	1,799.00
	1000-55-55300-513050-00000000-	167535563-0007	POP 9/25/25-10/22/25 MINI EXCAVATOR W/BUCKET	108147	10/14/2025	1,487.50
	1000-55-55300-513050-00000000-	159891021-0014	POP 9/24/25-10/21/25 ASPHALT/CONC PLANNER RENT	108147	10/14/2025	1,508.50
	Total Paid by Vendor					**4,795.00**
T & V CLEANING SERVICES, LLC	1000-14-14310-515370-00000000-	044	POP 9/1/25-9/30/25 JANITORIAL SERVICES	90008664	10/7/2025	94,352.93
	Total Paid by Vendor					**94,352.93**
TECHNICAL AND SCIENTIFIC APPLICATIONS INC	1000-17-17400-520200-00000000-	25-32126	HP PRINTER FOR IN DEE THOMAS	108153	10/14/2025	587.88
	Total Paid by Vendor					**587.88**
TENNESSEE CHILD SUPPORT ENFORCEMENT SYSTEM	1000-00-00000-210180-00000000-	421430	Payroll Run 1 - Warrant 250928	107860	10/2/2025	726.91
	Total Paid by Vendor					**726.91**
TENNESSEE VALLEY FENCE INC	1000-14-14300-513010-00000000-	31660	POP 9/8/25-9/10/25 GATE REPAIRS	90008665	10/7/2025	270.00
	1000-14-14300-513010-00000000-	31709	POP 9/17/25-9/19/25- GATE REPAIRS	90008665	10/7/2025	1,282.50
	Total Paid by Vendor					**1,552.50**
THE ARTS COUNCIL INC	1000-00-00000-610059-00000000-	DIST 4 - ORD 25-794	ONE-TIME APPROPRIATION RES 25-794	90008678	10/14/2025	5,000.00
	Total Paid by Vendor					**5,000.00**

THE BURNEY SISTERS	1000-74-74400-515020-00000000-	174	POP: 10/14/25-MAP AWARD - RES #25-146	90008740	10/14/2025	1,250.00
	Total Paid by Vendor					**1,250.00**
THE JMJ LAW FIRM LLC	1000-43-00000-515043-00000000-	02882	POP: 06/04/24-11/18/24- T0011686- ATTORNEY SERVICE	108148	10/14/2025	735.00
	1000-43-00000-515043-00000000-	02883	POP: 08/07/24-06/23/25-T0005814-ATTORNEY SERVICE	108148	10/14/2025	945.00
	1000-43-00000-515043-00000000-	02284	POP:10/03/24-03/06/25-T2734-LEGAL ATTORNEY SVC	108148	10/14/2025	301.00
	Total Paid by Vendor					**1,981.00**
THE LIOCE GROUP INC	1000-70-70200-515340-00000000-	in602516	POP: 09/05/25-10/04/25-COPIER SERVICES COH	108005	10/7/2025	128.83
	1000-17-17100-515250-00000000-	in602516	POP: 09/05/25-10/04/25-COPIER SERVICES COH	108005	10/7/2025	2,934.20
	1000-17-17200-520300-00000000-	IN603527	PAPERCUT MFD CANON SOFTWARE FOR ITS	108149	10/14/2025	1,582.38
	Total Paid by Vendor					**4,645.41**
THE ROBERTS GROUP INC	1000-30-30400-515520-00000000-	1646344	POP 9/1/25-9/30/25 DRINKING WATER/DISPENSER	108006	10/7/2025	59.10
	1000-30-30400-515520-00000000-	1652309	POP 9/1/25-9/30/25 DRINKING WATER/DISPENSER	108006	10/7/2025	9.50
	1000-16-16300-515340-00000000-	1652169	POP 9/1/25-9/30/25 WATER-HEALTH AND WELLNESS	108006	10/7/2025	53.70
	1000-30-30200-515340-00000000-	1652238	POP 9/1/25-9/30/25 WATER DISPENSER- WATER	108006	10/7/2025	8.50
	1000-30-30100-515340-00000000-	1646966	POP 9/1/25-9/30/25DRINKING WATER FOR PARKS & REC.	108006	10/7/2025	111.25
	1000-30-30100-515340-00000000-	1643975	POP 8/1/25-8/30/25 DRINKING WATER	108150	10/14/2025	70.00
	1000-52-52600-515340-00000000-	1652358	POP 9/1/25-9/30/25 WATER SYSTEMS FOR LM BUILD	108150	10/14/2025	34.99
	1000-52-52100-515340-00000000-	1651892	POP 9/1/25-9/30/25 WATER SYSTEMS FOR LM BUILD	108150	10/14/2025	34.99
	1000-52-52100-515340-00000000-	1609793	POP 9/1/25-9/30/25 WATER SYSTEMS FOR LM BUILD	108150	10/14/2025	78.50
	1000-52-52900-515340-00000000-	1653011	POP 10/1/25-10/31/25 WATER SYSTEMS/REFILLS	108150	10/14/2025	43.50
	Total Paid by Vendor					**504.03**
THE SCHOOLS FOUNDATION	1000-00-00000-610999-00000000-	DIST 4 - ORD 25-794	ONE-TIME APPROPRIATION RES 25-794	108134	10/14/2025	5,000.00
	Total Paid by Vendor					**5,000.00**
TOM JEFFREYS SIGN AND BANNER	1000-52-52900-515010-00000000-	45928	SIGNS FOR GREEN TEAM ACTIVITIES - (BLANKET Q1)	108151	10/14/2025	400.00
	Total Paid by Vendor					**400.00**
TRI COUNTY SHOES INCORPORATED	1000-15-15100-515670-00000000-	758ST1-1735852	2025 FLEET SAFETY SHOES (BLANKET)	90008727	10/14/2025	147.99
	Total Paid by Vendor					**147.99**
TRIGREEN EQUIPMENT	1000-15-15100-513030-00000000-	6273332	COM TX 100625/6273332	90008666	10/7/2025	47.25
	1000-15-15100-513030-00000000-	6273332	COM TX 100625/6273332	90008666	10/7/2025	33.06
	1000-15-15100-513030-00000000-	6273332	COM TX 100625/6273332	90008666	10/7/2025	10.00
	1000-15-15100-513030-00000000-	6325265	COM TX 100625/6325265	90008666	10/7/2025	6,007.50
	1000-15-15100-513030-00000000-	6325265	COM TX 100625/6325265	90008666	10/7/2025	560.01
	1000-15-15100-513030-00000000-	6325265	COM TX 100625/6325265	90008666	10/7/2025	25.00
	Total Paid by Vendor					**6,682.82**
TURFGRASS OF TENNESSEE LLC	1000-52-52300-513010-00000000-	43434	SOD FOR SPORTS DIVISION AREA	108154	10/14/2025	99.00
	Total Paid by Vendor					**99.00**
TWICKENHAM HISTORICAL PRESERVATION	1000-00-00000-610077-00000000-	DIST 4 - ORD 25-794	ONE-TIME APPROPRIATION RES 25-794	108164	10/14/2025	5,000.00
	Total Paid by Vendor					**5,000.00**
UNITED STATES TREASURY	1000-00-00000-210180-00000000-	421436	Payroll Run 1 - Warrant 250928	107852	10/2/2025	34.00
	Total Paid by Vendor					**34.00**
UNITED WAY OF MADISON COUNTY	1000-00-00000-210190-00000000-	421428	Payroll Run 1 - Warrant 250928	107861	10/2/2025	658.65
	Total Paid by Vendor					**658.65**
UNMANNED AERIAL SYSTEMS INFORMATION	1000-41-41110-515370-00000000-	2026-01	POP 10/1/25-10/31/25 DRONE CONTRACT SRVS	90008668	10/7/2025	8,583.33
	1000-41-41110-515370-00000000-	2026-02	POP 11/1/25-11/30/25 DRONE CONTRACT SRVS	90008743	10/14/2025	8,583.33
	Total Paid by Vendor					**17,166.66**
US BANK	1000-19-00000-515040-00000000-	14952068	POP 8/1/2025 - 8/31/2025 SANDRA HOUSTON	108157	10/14/2025	82.91
	Total Paid by Vendor					**82.91**
US DEPARTMENT OF THE TREASURY	1000-00-00000-210180-00000000-	421439	Payroll Run 1 - Warrant 250928	107853	10/2/2025	299.89
	Total Paid by Vendor					**299.89**
US DEPARTMENT OF THE TREASURY	1000-00-00000-210120-00000000-	421424	Payroll Run 1 - Warrant 250928	107841	10/1/2025	1,017,639.16
	1000-00-00000-210140-00000000-	421424	Payroll Run 1 - Warrant 250928	107841	10/1/2025	558,658.06
	Total Paid by Vendor					**1,576,297.22**
VALLEY CUSTOM FABRICATION & WELDING	1000-15-15100-513030-00000000-	47751	COM TX 100825/47751	108158	10/14/2025	250.00
	Total Paid by Vendor					**250.00**
VERTA, LLC	1000-17-17100-515370-00000000-	40698	POP 10/1/25-10/31/25 VERTA TECHNICIAN LABOR	90008745	10/14/2025	8,084.35
	Total Paid by Vendor					**8,084.35**
VITAL RECORDS HOLDINGS LLC	1000-12-12100-515375-00000000-	5518960	POP 9/1/25-10/31/25 FY 2025 VITAL RECORDS	108160	10/14/2025	2,027.56
	Total Paid by Vendor					**2,027.56**
VON BRAUN CENTER	1000-19-00000-515045-00000000-	5395-65-65-36994	POP 5/12/25 EVENT SVS FOR AL LEAGUE OF MUNI	108010	10/7/2025	11,004.64
	Total Paid by Vendor					**11,004.64**
VULCAN INC	1000-52-52100-515340-00000000-	R64895	SEALTBELT SIGNS FOR LM BUILDINGS	108011	10/7/2025	49.27

		Total Paid by Vendor					**49.27**
	WAGEWORKS	1000-00-00000-210250-00000000-	421423	Payroll Run 1 - Warrant 250928	107840	10/1/2025	5,020.03
		1000-00-00000-210260-00000000-	421423	Payroll Run 1 - Warrant 250928	107840	10/1/2025	29,049.29
		Total Paid by Vendor					**34,069.32**
	WE ARE HUNTSVILLE LLC	1000-74-74400-515520-00000000-	348	POP 10/1/25-9/30/26 LIVE MUSIC CALENDAR	108162	10/14/2025	27,500.00
		Total Paid by Vendor					**27,500.00**
	WEST PUBLISHING CORPORATION	1000-18-00000-515340-00000000-	852602675	POP 9/1/25-9/30/25 ONLINE LGL RESEARCH / MISC PRIN	90008672	10/7/2025	5,104.00
		Total Paid by Vendor					**5,104.00**
	WHITE CAP LP	1000-75-75100-515340-00000000-	50033607851	RAIN BOOTS	108012	10/7/2025	78.00
		Total Paid by Vendor					**78.00**
	WHOLESALE COMMERCIAL LAUNDRY EQUIPMENT SE LLC	1000-14-14300-513010-00000000-	41887	POP 9/24/25 LAUNDRY APPLIANCE REPAIRS	108013	10/7/2025	505.16
		Total Paid by Vendor					**505.16**
	WILMER & LEE PA	1000-18-00000-515372-00000000-	2255556618	POP 9/2/25-9/25/25 OUTSIDE LEGAL SERVICES	108166	10/14/2025	2,160.00
		Total Paid by Vendor					**2,160.00**
	WINSUPPLY HUNTSVILLE AL CO.	1000-15-15100-513010-00000000-	088575 01	PARTS FOR FLEET VECTOR BUILDING IMPROVEMENTS	108014	10/7/2025	642.52
		1000-15-15100-513010-00000000-	088577 01	PARTS FOR FLEET VECTOR BUILDING IMPROVEMENTS	108014	10/7/2025	49.84
		1000-15-15100-513010-00000000-	089222 01	PARTS FOR FLEET VECTOR BUILDING IMPROVEMENTS	108014	10/7/2025	38.08
		1000-15-15100-513010-00000000-	089224 01	PARTS FOR FLEET VECTOR BUILDING IMPROVEMENTS	108014	10/7/2025	49.84
		1000-15-15100-513010-00000000-	089234 01	PARTS FOR FLEET VECTOR BUILDING IMPROVEMENTS	108014	10/7/2025	607.78
		Total Paid by Vendor					**1,388.06**
	WITTICHEN SUPPLY COMPANY INC	1000-14-14300-513010-00000000-	S105452633.001	2025 BLANKET PO - HVAC SUPPLIES	90008673	10/7/2025	307.68
		1000-14-14300-513010-00000000-	S105504585.001	2025 BLANKET PO - HVAC SUPPLIES	90008673	10/7/2025	11.55
		1000-14-14300-513010-00000000-	S105492616.001	2025 BLANKET PO - HVAC SUPPLIES	90008673	10/7/2025	97.32
		1000-14-14300-513010-00000000-	S108013158.001	2026 Q1 BLANKET HVAC SUPPLIES	90008751	10/14/2025	32.56
		1000-14-14300-513010-00000000-	S108031837.001	2026 Q1 BLANKET HVAC SUPPLIES	90008751	10/14/2025	25.10
		1000-14-14300-513010-00000000-	S108020131.001	2026 Q1 BLANKET HVAC SUPPLIES	90008751	10/14/2025	178.01
		1000-14-14300-513010-00000000-	S108011798.001	2026 Q1 BLANKET HVAC SUPPLIES	90008751	10/14/2025	13.96
		1000-14-14300-513010-00000000-	S105483956.001	2026 Q1 BLANKET HVAC SUPPLIES	90008751	10/14/2025	576.92
		Total Paid by Vendor					**1,243.10**
	WIZ KIDZ LLC	1000-14-14300-515460-00000000-	102025	POP 10/1/25-10/31/25 SHONEY DRIVE LEASE	108167	10/14/2025	5,837.01
		Total Paid by Vendor					**5,837.01**
	WL HALSEY GROCERY CO	1000-30-30100-515340-00000000-	152945	DRINKING CUPS FOR THE ADMIN OFFICE	108070	10/14/2025	47.05
		Total Paid by Vendor					**47.05**
	WOODY ANDERSON FORD INC	1000-15-15100-513030-00000000-	18921938	COM TX 100625/18921938	108016	10/7/2025	3,534.90
		1000-15-15100-513030-00000000-	18921938	COM TX 100625/18921938	108016	10/7/2025	2,001.60
		1000-15-15100-513030-00000000-	18921938	COM TX 100625/18921938	108016	10/7/2025	667.20
		1000-15-15100-513030-00000000-	18921938	COM TX 100625/18921938	108016	10/7/2025	486.50
		1000-15-15100-513030-00000000-	18921938	COM TX 100625/18921938	108016	10/7/2025	479.95
		1000-15-15100-513030-00000000-	18921981	COM TX 100625/18921981	108016	10/7/2025	456.00
		1000-15-15100-513030-00000000-	18921981	COM TX 100625/18921981	108016	10/7/2025	134.40
		1000-15-15100-513030-00000000-	18921981	COM TX 100625/18921981	108016	10/7/2025	98.00
		1000-15-15100-513030-00000000-	18921981	COM TX 100625/18921981	108016	10/7/2025	180.00
		1000-15-15100-513030-00000000-	16546015	COM TX 101025/16546015	108168	10/14/2025	437.50
		1000-15-15100-513030-00000000-	16546015	COM TX 101025/16546015	108168	10/14/2025	46.88
		1000-15-15100-513030-00000000-	16547677	COM TX 101025/16547677	108168	10/14/2025	437.50
		Total Paid by Vendor					**8,960.43**
	XEROX CORPORATION	1000-12-12500-515340-00000000-	024384868	POP 9/1/25-9/30/25 USAGE FOR PRINT SHOP COPIERS	108018	10/7/2025	1,249.64
		1000-12-12500-515340-00000000-	024326956	POP:08/21/25-09/21/25 METER USAGE	108169	10/14/2025	1,467.67
		1000-12-12500-515340-00000000-	024326956	POP:08/21/25-09/21/25 METER USAGE	108169	10/14/2025	0.01
		Total Paid by Vendor					**2,717.32**
	Total by Fund 1000						**6,471,937.24**
1005	BLUE CROSS AND BLUE SHIELD OF ALABAMA	1005-00-00000-517010-00000000-	HEALTH CLM 9/29-10/3	POP: 9/29/25-10/03/25 HEALTH CLAIMS	90008617	10/7/2025	586,951.05
		1005-00-00000-517010-00000000-	HEALTH CLM 9/29-10/3	POP: 9/29/25-10/03/25 HEALTH CLAIMS	90008617	10/7/2025	3,146.35
		1005-00-00000-517015-00000000-	HEALTH CLM 9/29-10/3	POP: 9/29/25-10/03/25 HEALTH CLAIMS	90008617	10/7/2025	195,354.19
		1005-00-00000-517015-00000000-	HEALTH CLM 9/29-10/3	POP: 9/29/25-10/03/25 HEALTH CLAIMS	90008617	10/7/2025	35.10
		1005-00-00000-517025-00000000-	HEALTH CLM 9/29-10/3	POP: 9/29/25-10/03/25 HEALTH CLAIMS	90008617	10/7/2025	338.98
		1005-00-00000-517010-00000000-	HEALTH CLMS 10/6-10	POP: 10/06/25-10/10/25 HEALTH CLAIMS	90008681	10/14/2025	424,601.25
		1005-00-00000-517010-00000000-	HEALTH CLMS 10/6-10	POP: 10/06/25-10/10/25 HEALTH CLAIMS	90008681	10/14/2025	262.09
		1005-00-00000-517015-00000000-	HEALTH CLMS 10/6-10	POP: 10/06/25-10/10/25 HEALTH CLAIMS	90008681	10/14/2025	155,980.66
		1005-00-00000-517015-00000000-	HEALTH CLMS 10/6-10	POP: 10/06/25-10/10/25 HEALTH CLAIMS	90008681	10/14/2025	44.89
		1005-00-00000-517025-00000000-	HEALTH CLMS 10/6-10	POP: 10/06/25-10/10/25 HEALTH CLAIMS	90008681	10/14/2025	333.62

		1005-00-00000-517015-00000000-	HEALTH CLMS 10/6-10	POP: 10/06/25-10/10/25 HEALTH CLAIMS	90008681	10/14/2025	10,222.09
		1005-00-00000-517015-00000000-	HEALTH CLMS 10/6-10	POP: 10/06/25-10/10/25 HEALTH CLAIMS	90008681	10/14/2025	-17,594.70
		1005-00-00000-517020-00000000-	HEALTH CLMS 10/6-10	POP: 10/06/25-10/10/25 HEALTH CLAIMS	90008681	10/14/2025	184.40
		1005-00-00000-425204-00000000-	HEALTH CLMS 10/6-10	POP: 10/06/25-10/10/25 HEALTH CLAIMS	90008681	10/14/2025	-3,185.10
		1005-00-00000-517010-00000000-	PPA872071665-OCT25	10/01/25-11/01/25 COBRA-RODRIGUEZ	107884	10/7/2025	1,347.33
		Total Paid by Vendor					**1,358,022.20**
	Total by Fund 1005						**1,358,022.20**
1010	CHATTANOOGA TRAILER & RENTAL, INC.	1010-14-00000-520500-00000000-	113005044-1	ENCLOSED TRAILER	107890	10/7/2025	5,976.00
		Total Paid by Vendor					**5,976.00**
	DELL MARKETING LP	1010-30-30403-515520-00000000-	10838848859	3 DELL PRO 16 PC16250 FOR RS	90008629	10/7/2025	2,500.11
		Total Paid by Vendor					**2,500.11**
	UNITED RENTALS NORTH AMERICA INC	1010-14-00000-520500-00000000-	250445141-001	18-20' VERTICAL LIFT	108007	10/7/2025	17,013.33
		Total Paid by Vendor					**17,013.33**
	VON BRAUN CENTER	1010-10-00000-515525-00000000-	5395-65-65-36994	POP 5/12/25 EVENT SVS FOR AL LEAGUE OF MUNI	108010	10/7/2025	7,567.53
		Total Paid by Vendor					**7,567.53**
	Total by Fund 1010						**33,056.97**
2000	ALL SEASONS UNIFORMS, INC.	2000-54-54D10-515670-PT502130-	IN0156340	ACCESS UNIFORMS	90008610	10/7/2025	528.41
		Total Paid by Vendor					**528.41**
	ALL SHARPE INC	2000-54-54D41-513030-PT503050-	51490	COM TX 101025/51490	108026	10/14/2025	25.00
		2000-54-54D41-513030-PT503050-	51490	COM TX 101025/51490	108026	10/14/2025	80.00
		2000-54-54D41-513030-PT503050-	51491	COM TX 101025/51491	108026	10/14/2025	25.00
		2000-54-54D41-513030-PT503050-	51491	COM TX 101025/51491	108026	10/14/2025	80.00
		Total Paid by Vendor					**210.00**
	AMAZON CAPITAL SERVICES INC	2000-54-54D10-515340-PT504990-	1XRQ-YKKV-6J1T	VIDEO MEMORY CARDS FOR TRANSIT	90008676	10/14/2025	4.99
		2000-54-54M10-515340-PT504990-	1XRQ-YKKV-6J1T	VIDEO MEMORY CARDS FOR TRANSIT	90008676	10/14/2025	4.99
		Total Paid by Vendor					**9.98**
	DUTCH OIL COMPANY	2000-54-54999-514010-PT504010-	CFN-45128	FUELING TRANS DATED 092925	90008633	10/7/2025	26.47
		2000-54-54D10-514010-PT504010-	CFN-45128	FUELING TRANS DATED 092925	90008633	10/7/2025	615.56
		2000-54-54M10-514010-PT504010-	CFN-45128	FUELING TRANS DATED 092925	90008633	10/7/2025	1,472.67
		2000-54-54160-514010-PT504010-	CFN-45150	FUELING TRANS DATED 093025	90008633	10/7/2025	51.60
		2000-54-54D10-514010-PT504010-	CFN-45150	FUELING TRANS DATED 093025	90008633	10/7/2025	616.90
		2000-54-54M10-514010-PT504010-	CFN-45150	FUELING TRANS DATED 093025	90008633	10/7/2025	1,761.47
		2000-54-54160-514010-PT504010-	CFN-45339	FUELING TRANS DATED 100125	90008633	10/7/2025	158.72
		2000-54-54D10-514010-PT504010-	CFN-45339	FUELING TRANS DATED 100125	90008633	10/7/2025	749.23
		2000-54-54M10-514010-PT504010-	CFN-45339	FUELING TRANS DATED 100125	90008633	10/7/2025	1,495.52
		2000-54-54999-514010-PT504010-	CFN-45350	FUELING TRANS DATED 100225	90008692	10/14/2025	17.16
		2000-54-54D10-514010-PT504010-	CFN-45350	FUELING TRANS DATED 100225	90008692	10/14/2025	694.84
		2000-54-54M10-514010-PT504010-	CFN-45350	FUELING TRANS DATED 100225	90008692	10/14/2025	1,495.46
		2000-54-54D10-514010-PT504010-	CFN-45370	FUELING TRANS DATED 100325	90008692	10/14/2025	457.94
		2000-54-54M10-514010-PT504010-	CFN-45370	FUELING TRANS DATED 100325	90008692	10/14/2025	1,383.38
		2000-54-54D10-514010-PT504010-	CFN-45390	FUELING TRANS DATED 100425	90008692	10/14/2025	444.18
		2000-54-54M10-514010-PT504010-	CFN-45390	FUELING TRANS DATED 100425	90008692	10/14/2025	1,008.71
		2000-54-54160-514010-PT504010-	CFN-45407	FUELING TRANS DATED 100625	90008692	10/14/2025	59.97
		2000-54-54D10-514010-PT504010-	CFN-45407	FUELING TRANS DATED 100625	90008692	10/14/2025	564.72
		2000-54-54M10-514010-PT504010-	CFN-45407	FUELING TRANS DATED 100625	90008692	10/14/2025	1,322.49
		2000-54-54D10-514010-PT504010-	CFN-45432	FUELING TRANS DATED 100725	90008692	10/14/2025	796.48
		2000-54-54M10-514010-PT504010-	CFN-45432	FUELING TRANS DATED 100725	90008692	10/14/2025	1,358.73
		2000-54-54999-514010-PT504010-	CFN-45440	FUELING TRANS DATED 100825	90008692	10/14/2025	29.30
		2000-54-54D10-514010-PT504010-	CFN-45440	FUELING TRANS DATED 100825	90008692	10/14/2025	650.40
		2000-54-54M10-514010-PT504010-	CFN-45440	FUELING TRANS DATED 100825	90008692	10/14/2025	1,533.65
		Total Paid by Vendor					**18,765.55**
	JAMES R HALL	2000-54-54D41-513030-PT503050-	76747	COM TX 093025/76747	90008656	10/7/2025	100.00
		2000-54-54D41-513030-PT503050-	77045	COM TX 093025/77045	90008656	10/7/2025	100.00
		2000-54-54160-513030-PT503050-	77230	COM TX 093025/77230	90008656	10/7/2025	100.00
		2000-54-54D41-513030-PT503050-	77269	COM TX 093025/77269	90008656	10/7/2025	100.00
		2000-54-54M41-513030-PT503050-	77729	COM TX 093025/77729	90008656	10/7/2025	275.00
		2000-54-54D41-513030-PT503050-	77294	COM TX 100625/77294	90008656	10/7/2025	100.00
		2000-54-54D41-513030-PT503050-	78392	COM TX 101025/78392	90008729	10/14/2025	100.00
		2000-54-54D41-513030-PT503050-	78393	COM TX 101025/78393	90008729	10/14/2025	100.00
		Total Paid by Vendor					**975.00**
	LUMINATOR TECHNOLOGY GROUP GLOBAL LLC	2000-54-5416M-513040-PT504990-	642895	DESTINATION SIGN CONTROLLER REPAIR (ORBIT)	90008645	10/7/2025	575.00

	Total Paid by Vendor					**575.00**
MADISON COUNTY AUTO PARTS INC	2000-54-54D41-513030-PT503050-	275854	NAPA TRX DATE 093025	107939	10/7/2025	109.52
	2000-54-54D41-513030-PT503050-	275854	NAPA TRX DATE 093025	107939	10/7/2025	85.98
	2000-54-54D41-513030-PT503050-	275854	NAPA TRX DATE 093025	107939	10/7/2025	858.35
	2000-54-54D41-513030-PT503050-	275854	NAPA TRX DATE 093025	107939	10/7/2025	295.08
	2000-54-54M41-513030-PT503050-	275854	NAPA TRX DATE 093025	107939	10/7/2025	5.46
	2000-54-54M41-513030-PT503050-	275854	NAPA TRX DATE 093025	107939	10/7/2025	19.50
	2000-54-54M41-513030-PT503050-	275854	NAPA TRX DATE 093025	107939	10/7/2025	871.91
	2000-54-54M41-513030-PT503050-	275854	NAPA TRX DATE 093025	107939	10/7/2025	159.49
	2000-54-54M41-513030-PT503050-	275854	NAPA TRX DATE 093025	107939	10/7/2025	163.94
	2000-54-54D41-513030-PT503050-	275897	NAPA TRX DATE 100125	107939	10/7/2025	7.05
	2000-54-54M41-513030-PT503050-	275938	NAPA TRX DATE 100225	107939	10/7/2025	66.67
	2000-54-54M41-513030-PT503050-	275938	NAPA TRX DATE 100225	107939	10/7/2025	13.85
	2000-54-54M41-513030-PT503050-	275938	NAPA TRX DATE 100225	107939	10/7/2025	47.86
	2000-54-54M41-513030-PT503050-	275938	NAPA TRX DATE 100225	107939	10/7/2025	43.05
	2000-54-54M41-513030-PT503050-	275938	NAPA TRX DATE 100225	107939	10/7/2025	101.78
	2000-54-54D41-513030-PT503050-	275938	NAPA TRX DATE 100225	107939	10/7/2025	126.56
	2000-54-54D41-513030-PT503050-	275938	NAPA TRX DATE 100225	107939	10/7/2025	621.36
	2000-54-54D41-513030-PT503050-	275938	NAPA TRX DATE 100225	107939	10/7/2025	57.87
	2000-54-54M41-513030-PT503050-	275938	NAPA TRX DATE 100225	107939	10/7/2025	61.46
	2000-54-54M41-513030-PT503050-	275938	NAPA TRX DATE 100225	107939	10/7/2025	93.76
	2000-54-54M41-513030-PT503050-	275938	NAPA TRX DATE 100225	107939	10/7/2025	59.48
	2000-54-54M41-513030-PT503050-	275938	NAPA TRX DATE 100225	107939	10/7/2025	66.67
	2000-54-54M41-513030-PT503050-	275938	NAPA TRX DATE 100225	107939	10/7/2025	43.05
	2000-54-54M41-513030-PT503050-	275938	NAPA TRX DATE 100225	107939	10/7/2025	47.86
	2000-54-54M41-513030-PT503050-	275938	NAPA TRX DATE 100225	107939	10/7/2025	13.85
	2000-54-54M41-513030-PT503050-	275938	NAPA TRX DATE 100225	107939	10/7/2025	20.20
	2000-54-54M41-513030-PT503050-	275986	NAPA TRX DATE 100325	107939	10/7/2025	28.38
	2000-54-54M41-513030-PT503050-	275986	NAPA TRX DATE 100325	107939	10/7/2025	93.76
	2000-54-54M41-513030-PT503050-	275986	NAPA TRX DATE 100325	107939	10/7/2025	59.48
	2000-54-54M41-513030-PT503050-	275986	NAPA TRX DATE 100325	107939	10/7/2025	13.85
	2000-54-54M41-513030-PT503050-	275986	NAPA TRX DATE 100325	107939	10/7/2025	47.86
	2000-54-54M41-513030-PT503050-	276030	NAPA TRX DATE 100625	107939	10/7/2025	465.38
	2000-54-54M41-513030-PT503050-	276030	NAPA TRX DATE 100625	107939	10/7/2025	47.96
	2000-54-54M41-513030-PT503050-	276030	NAPA TRX DATE 100625	107939	10/7/2025	30.35
	2000-54-54M41-513030-PT503050-	276030	NAPA TRX DATE 100625	107939	10/7/2025	1,754.43
	2000-54-54M41-513030-PT503050-	276030	NAPA TRX DATE 100625	107939	10/7/2025	44.15
	2000-54-54M41-513030-PT503050-	276030	NAPA TRX DATE 100625	107939	10/7/2025	20.11
	2000-54-54M41-513030-PT503050-	276030	NAPA TRX DATE 100625	107939	10/7/2025	49.19
	2000-54-54M41-513030-PT503050-	276030	NAPA TRX DATE 100625	107939	10/7/2025	180.89
	2000-54-54M41-513030-PT503050-	276030	NAPA TRX DATE 100625	107939	10/7/2025	16.49
	2000-54-54D41-513030-PT503050-	276030	NAPA TRX DATE 100625	107939	10/7/2025	2.50
	2000-54-54D41-513030-PT503050-	276030	NAPA TRX DATE 100625	107939	10/7/2025	10.96
	2000-54-54D41-513030-PT503050-	276030	NAPA TRX DATE 100625	107939	10/7/2025	21.87
	2000-54-54M41-513030-PT503050-	276080	NAPA TRX DATE 100725	108091	10/14/2025	28.38
	2000-54-54M41-513030-PT503050-	276080	NAPA TRX DATE 100725	108091	10/14/2025	93.76
	2000-54-54M41-513030-PT503050-	276080	NAPA TRX DATE 100725	108091	10/14/2025	59.48
	2000-54-54M41-513030-PT503050-	276080	NAPA TRX DATE 100725	108091	10/14/2025	13.85
	2000-54-54M41-513030-PT503050-	276080	NAPA TRX DATE 100725	108091	10/14/2025	47.86
	2000-54-54M41-513030-PT503050-	276080	NAPA TRX DATE 100725	108091	10/14/2025	357.27
	2000-54-54D41-513030-PT503050-	276080	NAPA TRX DATE 100725	108091	10/14/2025	295.08
	2000-54-54D41-513030-PT503050-	276080	NAPA TRX DATE 100725	108091	10/14/2025	295.08
	2000-54-54D41-513030-PT503050-	276080	NAPA TRX DATE 100725	108091	10/14/2025	131.85
	2000-54-54D41-513030-PT503050-	276080	NAPA TRX DATE 100725	108091	10/14/2025	4.33
	2000-54-54M41-513030-PT503050-	276080	NAPA TRX DATE 100725	108091	10/14/2025	9.49
	2000-54-54M41-513030-PT503050-	276080	NAPA TRX DATE 100725	108091	10/14/2025	11.57
	2000-54-54M41-513030-PT503050-	276080	NAPA TRX DATE 100725	108091	10/14/2025	145.78
	2000-54-54M41-513030-PT503050-	276080	NAPA TRX DATE 100725	108091	10/14/2025	47.00
	2000-54-54D41-513030-PT503050-	276080	NAPA TRX DATE 100725	108091	10/14/2025	36.59
	2000-54-54D41-513030-PT503050-	276080	NAPA TRX DATE 100725	108091	10/14/2025	290.09
	2000-54-54D41-513030-PT503050-	276080	NAPA TRX DATE 100725	108091	10/14/2025	390.05

		2000-54-54M41-513030-PT503050-	276125	NAPA TRX DATE 100825	108091	10/14/2025	40.78
		2000-54-54M41-513030-PT503050-	276125	NAPA TRX DATE 100825	108091	10/14/2025	59.48
		2000-54-54M41-513030-PT503050-	276125	NAPA TRX DATE 100825	108091	10/14/2025	93.76
		2000-54-54M41-513030-PT503050-	276125	NAPA TRX DATE 100825	108091	10/14/2025	21.97
		2000-54-54M41-513030-PT503050-	276125	NAPA TRX DATE 100825	108091	10/14/2025	20.11
		2000-54-54M41-513030-PT503050-	276125	NAPA TRX DATE 100825	108091	10/14/2025	180.89
		2000-54-54M41-513030-PT503050-	276125	NAPA TRX DATE 100825	108091	10/14/2025	1,754.43
		2000-54-54M41-513030-PT503050-	276125	NAPA TRX DATE 100825	108091	10/14/2025	49.19
		2000-54-54D41-513030-PT503050-	276125	NAPA TRX DATE 100825	108091	10/14/2025	104.35
		2000-54-54D41-513030-PT503050-	276125	NAPA TRX DATE 100825	108091	10/14/2025	20.72
		2000-54-54D41-513030-PT503050-	276125	NAPA TRX DATE 100825	108091	10/14/2025	26.73
		2000-54-54D41-513030-PT503050-	276125	NAPA TRX DATE 100825	108091	10/14/2025	425.32
		2000-54-54D41-513030-PT503050-	276125	NAPA TRX DATE 100825	108091	10/14/2025	37.27
		2000-54-54D41-513030-PT503050-	276125	NAPA TRX DATE 100825	108091	10/14/2025	3.77
		2000-54-54M41-513030-PT503050-	276125	NAPA TRX DATE 100825	108091	10/14/2025	1,744.47
		2000-54-54M41-513030-PT503050-	276179	NAPA TRX DATE 100925	108091	10/14/2025	47.86
		2000-54-54M41-513030-PT503050-	276179	NAPA TRX DATE 100925	108091	10/14/2025	224.29
		2000-54-54M41-513030-PT503050-	276179	NAPA TRX DATE 100925	108091	10/14/2025	103.78
		2000-54-54M41-513030-PT503050-	276179	NAPA TRX DATE 100925	108091	10/14/2025	66.67
		2000-54-54M41-513030-PT503050-	276179	NAPA TRX DATE 100925	108091	10/14/2025	13.85
		2000-54-54M41-513030-PT503050-	276179	NAPA TRX DATE 100925	108091	10/14/2025	43.05
		2000-54-54M41-513030-PT503050-	276179	NAPA TRX DATE 100925	108091	10/14/2025	184.59
		2000-54-54M41-513030-PT503050-	276179	NAPA TRX DATE 100925	108091	10/14/2025	120.62
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		2000-54-54M41-513030-PT503050-	276179	NAPA TRX DATE 100925	108091	10/14/2025	4.46
		2000-54-54M41-513030-PT503050-	276179	NAPA TRX DATE 100925	108091	10/14/2025	6.60
		2000-54-54D41-513030-PT503050-	276179	NAPA TRX DATE 100925	108091	10/14/2025	909.66
		2000-54-54D41-513030-PT503050-	276179	NAPA TRX DATE 100925	108091	10/14/2025	7.05
		2000-54-54D41-513030-PT503050-	276215	NAPA TRX DATE 101025	108091	10/14/2025	46.86
		2000-54-54M41-513030-PT503050-	276215	NAPA TRX DATE 101025	108091	10/14/2025	16.39
		2000-54-54M41-513030-PT503050-	276215	NAPA TRX DATE 101025	108091	10/14/2025	7.32
		2000-54-54M41-513030-PT503050-	276215	NAPA TRX DATE 101025	108091	10/14/2025	533.03
		2000-54-54D41-513030-PT503050-	276215	NAPA TRX DATE 101025	108091	10/14/2025	45.53
		2000-54-54D41-513030-PT503050-	276215	NAPA TRX DATE 101025	108091	10/14/2025	28.60
		2000-54-54D41-513030-PT503050-	276215	NAPA TRX DATE 101025	108091	10/14/2025	23.85
		2000-54-54D41-513030-PT503050-	276215	NAPA TRX DATE 101025	108091	10/14/2025	99.72
		2000-54-54160-513030-PT503050-	276215	NAPA TRX DATE 101025	108091	10/14/2025	295.32
		2000-54-54160-513030-PT503050-	276215	NAPA TRX DATE 101025	108091	10/14/2025	18.27
		2000-54-54160-513030-PT503050-	276215	NAPA TRX DATE 101025	108091	10/14/2025	196.35
		2000-54-54M41-513030-PT503050-	276215	NAPA TRX DATE 101025	108091	10/14/2025	3,637.33
		2000-54-54M41-513030-PT503050-	276215	NAPA TRX DATE 101025	108091	10/14/2025	90.56
		2000-54-54M41-513030-PT503050-	276215	NAPA TRX DATE 101025	108091	10/14/2025	28.36
		2000-54-54M41-513030-PT503050-	276266	NAPA TRX DATE 101325	108091	10/14/2025	47.86
		2000-54-54M41-513030-PT503050-	276266	NAPA TRX DATE 101325	108091	10/14/2025	43.05
		2000-54-54M41-513030-PT503050-	276266	NAPA TRX DATE 101325	108091	10/14/2025	10.10
		2000-54-54M41-513030-PT503050-	276266	NAPA TRX DATE 101325	108091	10/14/2025	101.28
		2000-54-54M41-513030-PT503050-	276266	NAPA TRX DATE 101325	108091	10/14/2025	42.39
		2000-54-54M41-513030-PT503050-	276266	NAPA TRX DATE 101325	108091	10/14/2025	13.85
		2000-54-54D41-513030-PT503050-	276266	NAPA TRX DATE 101325	108091	10/14/2025	7.05
		2000-54-54D41-513030-PT503050-	276266	NAPA TRX DATE 101325	108091	10/14/2025	7.05
		Total Paid by Vendor					**20,893.05**
	TRANSPORTATION SOUTH INC	2000-54-54D11-520100-PT111150-	20250441	2024 STARCRAFT ALLSTAR ACCESS BUSSES (YEAR 2)	108152	10/14/2025	266,848.00
		Total Paid by Vendor					**266,848.00**
	WINDSHIELDS & MORE OF N AL LLC	2000-54-54M41-513030-PT503050-	1686-4999930	COM TX 100825/1686-4999930	90008749	10/14/2025	750.00
		2000-54-54M41-513030-PT503050-	1686-4999944	COM TX 100825/1686-4999944	90008749	10/14/2025	750.00
		Total Paid by Vendor					**1,500.00**
	Total by Fund 2000						**310,304.99**
2100	FIRST STOP INC	2100-70-70100-515520-PN200009-00177	REQ5CDBG24	REIMBURSE EXP REQ#5 24CDBG PUBLIC SVC	107900	10/7/2025	11,386.94
		Total Paid by Vendor					**11,386.94**
	REDSTONE FEDERAL CREDIT UNION	2100-70-70300-515370-00000000-00190	9/2025	POP 9/2025 SERVICE FEE FOR LOANS	107958	10/7/2025	407.00
		Total Paid by Vendor					**407.00**

	SHERWIN-WILLIAMS CO	2100-70-70300-523000-00000000-00190	6520-8	PAINT MAT FOR DMP PRO (3518 BLUEGRASS RD)	108137	10/14/2025	48.80
		2100-70-70100-515520-PN200010-00007	UDAG539408	PAINT MAT HOMELESS CAMP	108138	10/14/2025	185.39
		Total Paid by Vendor					**234.19**
	THE LIOCE GROUP INC	2100-70-70100-515340-00000000-00190	in602516	POP: 09/05/25-10/04/25-COPIER SERVICES COH	108005	10/7/2025	128.83
		2100-70-70300-515340-00000000-00190	in602516	POP: 09/05/25-10/04/25-COPIER SERVICES COH	108005	10/7/2025	128.83
		Total Paid by Vendor					**257.66**
	Total by Fund 2100						**12,285.79**
2500	AMAZON CAPITAL SERVICES INC	2500-30-30100-515340-00000000-00167	1G4M-RM3N-6NNW	MALE MENTORSHIP-CAR CARE BASICS-COMM. SERVICES	90008676	10/14/2025	298.82
		Total Paid by Vendor					**298.82**
	Total by Fund 2500						**298.82**
2600	FIRST STOP INC	2600-00-00000-610045-00000000-	OPIOD SETTLEMENT-YR3	POP: 10/01/25-09/30/26 RES 23-346 OPIOID SETTLE	107899	10/7/2025	300,000.00
		Total Paid by Vendor					**300,000.00**
	GORESCUE BRANDS, INC	2600-00-00000-515600-00000000-00181	56546	ONE-TIME APPROPRIATION FOR OPIOID RES 25-620	90008700	10/14/2025	60,712.20
		Total Paid by Vendor					**60,712.20**
	HUNTSVILLE HOSPITAL FOUNDATION INC	2600-00-00000-610094-00000000-	OPIOD SETTLEMENT-YR3	POP: 10/01/25-09/30/26 RES 23-346 OPIOID SETTLE	107916	10/7/2025	170,000.00
		Total Paid by Vendor					**170,000.00**
	WELLSTONE BEHAVIORAL HEALTH	2600-00-00000-610073-00000000-	OPIOD SETTLEMENT-YR3	POP: 10/01/25-09/30/26 RES 23-346 OPIOID SETTLE.	90008671	10/7/2025	200,000.00
		Total Paid by Vendor					**200,000.00**
	Total by Fund 2600						**730,712.20**
3020	ALABAMA CONCRETE INC	3020-55-00000-516010-00000000-	169041	FY25-Q4-CONCRETE (PICKUP)MAINT-BLANKET	90008608	10/7/2025	214.50
		3020-55-00000-516010-00000000-	169285	FY26 Q1 MAINT CONCRETE PICKUP-BLANKET	90008675	10/14/2025	214.50
		3020-55-00000-516010-00000000-	169284	FY26 Q1 MAINT CONCRETE PICKUP-BLANKET	90008675	10/14/2025	286.00
		3020-55-00000-516010-00000000-	169367	FY26 Q1 MAINT CONCRETE PICKUP-BLANKET	90008675	10/14/2025	357.50
		3020-55-00000-516010-00000000-	169365	FY26 Q1 MAINT CONCRETE PICKUP-BLANKET	90008675	10/14/2025	357.50
		3020-55-00000-516010-00000000-	169363	FY26 Q1 MAINT CONCRETE PICKUP-BLANKET	90008675	10/14/2025	357.50
		3020-55-00000-516010-00000000-	169368	FY26 Q1 MAINT CONCRETE PICKUP-BLANKET	90008675	10/14/2025	286.00
		3020-55-00000-516010-00000000-	169428	FY26 Q1 MAINT CONCRETE PICKUP-BLANKET	90008675	10/14/2025	214.50
		3020-55-00000-516010-00000000-	169526	FY26 Q1 MAINT CONCRETE PICKUP-BLANKET	90008675	10/14/2025	1,144.00
		3020-55-00000-516010-00000000-	169522	FY26 Q1 MAINT CONCRETE PICKUP-BLANKET	90008675	10/14/2025	214.50
		3020-55-00000-516010-00000000-	169214	FY25-Q4-CONCRETE (PICKUP)MAINT-BLANKET	90008675	10/14/2025	143.00
		3020-55-00000-516040-00000000-	169584	FY 26 Q1 CONST CONCRETE PICKUP BLANKET	90008675	10/14/2025	429.00
		3020-55-00000-516040-00000000-	169283	FY 26 Q1 CONST CONCRETE PICKUP BLANKET	90008675	10/14/2025	143.00
		3020-55-00000-516040-00000000-	169278	FY 26 Q1 CONST CONCRETE PICKUP BLANKET	90008675	10/14/2025	286.00
		3020-55-00000-516040-00000000-	169369	FY 26 Q1 CONST CONCRETE PICKUP BLANKET	90008675	10/14/2025	143.00
		3020-55-00000-516040-00000000-	169565	FY 26 Q1 CONST CONCRETE PICKUP BLANKET	90008675	10/14/2025	143.00
		3020-55-00000-516010-00000000-	169583	FY26 Q1 MAINT CONCRETE PICKUP-BLANKET	90008675	10/14/2025	286.00
		3020-55-00000-516010-00000000-	169586	FY26 Q1 MAINT CONCRETE PICKUP-BLANKET	90008675	10/14/2025	286.00
		Total Paid by Vendor					**5,505.50**
	ALABAMA FLAG & BANNER	3020-14-00000-523000-PR8405XX-	344139	POP: 09/26/25-REPAIRS & FLAGS & HARDWARE ETC.	90008609	10/7/2025	1,447.00
		Total Paid by Vendor					**1,447.00**
	ALABAMA GUARDRAIL INC	3020-55-00000-516010-00000000-	0028035-IN	GUARDRAIL MAINT-CECIL ASHBURN	107867	10/7/2025	7,875.00
		3020-55-00000-516010-00000000-	0028033-IN	PERMANENT BARRICAIDE-GUARDRAIL	107867	10/7/2025	9,900.00
		3020-55-00000-516010-00000000-	0028034-IN	GUARDRAIL MTC-GREENBRIER PARKWAY	107867	10/7/2025	3,600.00
		Total Paid by Vendor					**21,375.00**
	BUTLER CONSTRUCTION COMPANY LLC	3020-14-00000-521030-00000000-	APPL# 11, STONER PK	#11 POP:07/01/25-07/31/25 CONSTRUCT SVCS-STONER PK	107888	10/7/2025	207,755.00
		3020-14-00000-521030-00000000-	APPL# 12, STONER PK	#12 POP:08/01/25-08/31/25 CONSTRUCT SVCS-STONER PK	107888	10/7/2025	115,096.61
		Total Paid by Vendor					**322,851.61**
	GRAYBAR ELECTRIC COMPANY	3020-75-00000-529000-00000000-	9350034120	ITEMS FOR PROJECT OLD 431/EAST BYPASS	107904	10/7/2025	1.10
		Total Paid by Vendor					**1.10**
	GRAYSON CARTER & SON CONTRACTING INC	3020-55-00000-516020-00000000-	APPL #12 RESUR PH2	#12, POP:06/12/25-09/18/25-RESURFACING RESIDNTL ST	90008640	10/7/2025	11,894.96
		3020-55-00000-516020-00000000-	APPL# 4 - ST RESURF	#4, POP: 07/11/25-09/01/25 - FY 25, PH 1 ST RESURF	90008701	10/14/2025	248,616.90
		Total Paid by Vendor					**260,511.86**
	GREENRISE TECHNOLGIES LLC	3020-52-00000-513010-PR8431XX-	INV-GRT77281	POP: 09/01/25-09/30/25 - HAYS NATURE PRESERVE	107905	10/7/2025	1,160.00
		Total Paid by Vendor					**1,160.00**
	HUNTSVILLE FENCE COMPANY	3020-55-00000-516010-00000000-	HFCBCD1001	POP: 09/25/25-FENCE REPLACEMENT FOR BARCODY ROAD	108076	10/14/2025	2,891.00
		Total Paid by Vendor					**2,891.00**
	HYDE ENGINEERING INC	3020-14-00000-520010-00000000-	25247.18	POP: 06/01/25-08/30/25-ELEC ENGINEERING- GOLDSMITH	107918	10/7/2025	4,600.00
		Total Paid by Vendor					**4,600.00**
	JAKE MARSHALL SERVICE INC	3020-14-00000-513010-PR8610XX-	HUNTSVILLE-502432	POP:09/01/24-09/05/25-DECTRON CONTROLS-AQUATIC CTR	90008643	10/7/2025	3,890.96

	Total Paid by Vendor					**3,890.96**
JAMES MONAGHAN	3020-14-00000-521038-00000000-	5866	POP 10/1/25-10/2/25 CONCRETE DEMO -JHP ARBORETUM	90008719	10/14/2025	67,775.00
	3020-14-00000-513010-PR8610XX-	5867	POP 8/20/25-10/9/25MAPLEWOOD PARK FIRE RESTORATION	90008719	10/14/2025	24,505.00
	Total Paid by Vendor					**92,280.00**
KEVIN R WHITWORTH	3020-55-00000-528003-00000000-	APPL# 4 PH2 ADA UPGR	#4, POP:09/04/25-09/30/25 ST CONCRETE-ADA UPGRADE	90008748	10/14/2025	217,934.00
	Total Paid by Vendor					**217,934.00**
LEE COMPANY	3020-14-00000-513010-PR8610XX-	LEE-001506416	POP:9/15/25-9/16/25 MAPLEWOOD PK FIRE RESTORATION	108088	10/14/2025	9,328.04
	Total Paid by Vendor					**9,328.04**
LUMOS HOLDINGS US ACQUISITION CO	3020-30-00000-513010-00000000-	80124575	POP: 07/26/25-07/25/27JLC EQUIP WARRANTY EXTENSION	107933	10/7/2025	13,167.00
	Total Paid by Vendor					**13,167.00**
MIMS ENGINEERING INC	3020-14-00000-520010-00000000-	14159-R	POP:01/01/25-08/25/25 ENGINEER SVCS-HPD NADTF	107942	10/7/2025	10,000.00
	Total Paid by Vendor					**10,000.00**
P & T TRAILER SALES	3020-15-00000-520101-00000000-	I-23095	TRAILER FOR PUBLIC WORKS	108106	10/14/2025	4,907.00
	Total Paid by Vendor					**4,907.00**
PETTUS PLUMBING AND PIPING INC	3020-00-00000-220400-00000000-	APPL #12 FINAL RET	2471-ART MUSEUM FINAL RETAINAGE	107952	10/7/2025	2,713.26
	3020-00-00000-220400-00000000-	APPL #12 FINAL RET	2471-ART MUSEUM FINAL RETAINAGE	107952	10/7/2025	4,498.81
	3020-00-00000-220400-00000000-	APPL #12 FINAL RET	2471-ART MUSEUM FINAL RETAINAGE	107952	10/7/2025	5,120.93
	Total Paid by Vendor					**12,333.00**
PRO ELECTRIC INC	3020-30-00000-513010-00000000-	W43786	POP 9/25/25-9/30/25 ELECTRICAL WORK FOR FERN BELL	90008725	10/14/2025	2,316.21
	Total Paid by Vendor					**2,316.21**
REYNOLDS WARREN EQUIPMENT CO., INC.	3020-55-00000-516010-00000000-	19895A	CRACK SEALANT FOR PWS MAINT	90008728	10/14/2025	26,040.00
	Total Paid by Vendor					**26,040.00**
ROADS & EQUIPMENT LLC	3020-55-00000-516010-00000000-	1259	TACK FOR PATCH TRUCKS	108128	10/14/2025	5,815.00
	Total Paid by Vendor					**5,815.00**
ROGERS GROUP INC	3020-55-00000-516010-00000000-	0203004048	FY25-Q4-ASPHALT-BLANKET	107988	10/7/2025	19.84
	3020-00-00000-220400-00000000-	3725008-6-2RET	2550 - PARSONS DRIVE DRAINAGE FINAL RETAINAGE	107988	10/7/2025	4,108.30
	3020-00-00000-220400-00000000-	406824-8-2RET	24587 - ADA RAMPS BYRD SPRING FINAL RETAINAGE	107988	10/7/2025	1,691.62
	3020-00-00000-220400-00000000-	3725008-17-2RET	24885 - MAYFAIR PARK DRAINAGE FINAL RETAINAGE	107988	10/7/2025	4,194.68
	3020-55-00000-516010-00000000-	3725008-11-1	POP:09/01/25-09/30/25 GREEN MOUNTAIN CONCRETE	107988	10/7/2025	61,641.59
	3020-55-00000-516010-00000000-	0203004065	POP 10/3/25 FY26 Q1 ASPHALT	108131	10/14/2025	66.96
	3020-55-00000-516010-00000000-	0203004066	POP 10/1/25-10/2/25 FY26 Q1 ASPHALT	108131	10/14/2025	15,835.42
	3020-55-00000-516010-00000000-	0209001702	POP 10/1/25 FY26 Q1 ASPHALT	108131	10/14/2025	309.38
	Total Paid by Vendor					**87,867.79**
SOUTHEASTERN TRUCK BODY & EQUIPMENT INC	3020-15-00000-520100-00000000-	32298	POP 10/6/25 DRAWER UNIT FOR KNAPHEIDE SERVICE	90008736	10/14/2025	2,154.50
	Total Paid by Vendor					**2,154.50**
SPECTRUM SOLUTIONS INC	3020-17-00000-520500-PR8629XX-	10045A	POP 9/30/25 FY25 PECTRUM FIBER INSTALLS	107994	10/7/2025	4,765.33
	Total Paid by Vendor					**4,765.33**
TEMPLE INC	3020-75-00000-529000-00000000-	INV0270628	CABINETS FOR PROJECT	108003	10/7/2025	9,420.00
	3020-75-00000-529005-00000000-	INV0270628	CABINETS FOR PROJECT	108003	10/7/2025	48,595.00
	Total Paid by Vendor					**58,015.00**
TRAFFIC SIGNAL LLC	3020-75-00000-529001-00000000-	INV15435	WIRE FOR PROJECTS	90008742	10/14/2025	648.00
	Total Paid by Vendor					**648.00**
TURFGRASS OF TENNESSEE LLC	3020-55-00000-516010-00000000-	43334	SOD FOR MAINTENANCE	108154	10/14/2025	297.00
	3020-14-00000-521044-00000000-	43437	POP 10/6/25-10/7/25 SOD FOR BRAHAN SPRING PARK	108154	10/14/2025	20,412.00
	Total Paid by Vendor					**20,709.00**
UTILICOM SUPPLY ASSOCIATES LLC	3020-75-00000-529005-00000000-	322619	ITEMS FOR PED UPGRADES	90008669	10/7/2025	510.40
	3020-75-00000-529005-00000000-	322620	ITEMS FOR PED UPGRADES	90008669	10/7/2025	5,096.00
	Total Paid by Vendor					**5,606.40**
VIKING CIVES MIDWEST INC	3020-15-00000-520100-00000000-	113498	PLOWS AND SPREADERS FOR PWS	108159	10/14/2025	66,015.00
	3020-15-00000-520100-00000000-	113496	PLOWS AND SPREADERS FOR PWS	108159	10/14/2025	66,015.00
	Total Paid by Vendor					**132,030.00**
VULCAN MATERIALS CO	3020-55-00000-516040-00000000-	4653779	FY25 Q4 CONST ROCK-BLANKET	90008670	10/7/2025	387.09
	3020-55-00000-516040-00000000-	4653891	FY25 Q4 CONST ROCK-BLANKET	90008670	10/7/2025	168.74
	3020-55-00000-516040-00000000-	4654049	FY25 Q4 CONST ROCK-BLANKET	90008670	10/7/2025	547.14
	3020-55-00000-516040-00000000-	4654052	FY25 Q4 CONST ROCK-BLANKET	90008670	10/7/2025	541.42
	3020-55-00000-516010-00000000-	4719677	FY26 Q1 MAINT ROCK BLANKET	90008746	10/14/2025	755.09
	3020-55-00000-516010-00000000-	4719653	FY26 Q1 MAINT ROCK BLANKET	90008746	10/14/2025	180.18
	3020-55-00000-516040-00000000-	4444060	FY25 Q4 CONST ROCK-BLANKET	90008746	10/14/2025	146.19
	Total Paid by Vendor					**2,725.85**
WIREGRASS CONSTRUCTION COMPANY INC	3020-55-00000-516020-00000000-	APPL #12 RESURF	#12, POP:05/01/25-09/29/25-RESURFACE RESIDENTL ST	90008750	10/14/2025	315,727.54
	3020-55-00000-516010-00000000-	257786	FY26 Q1 PWS ASPHALT-BLANKET	90008750	10/14/2025	156.56

		3020-55-00000-516010-00000000-	258155	FY26 Q1 PWS ASPHALT-BLANKET	90008750	10/14/2025	275.12
		Total Paid by Vendor					**316,159.22**
	WOODY ANDERSON FORD INC	3020-15-00000-520100-00000000-	D78019	F550 FOR FLEET	108015	10/7/2025	109,018.87
		Total Paid by Vendor					**109,018.87**
	Total by Fund 3020						**1,758,054.24**
3040	HUNTSVILLE MADISON COUNTY BOTANICAL GARDENS INC	3040-00-00000-610007-00000000-	FY25 FINAL	FY25 APPROPRIATION ORD NO. 24-700	107914	10/7/2025	7,332.00
		Total Paid by Vendor					**7,332.00**
	PNC BANK NATIONAL ASSOCIATION	3040-00-00000-601000-DE2021VB-	DEBT 10/1/25 2021VBC	DEBT SERVICE PAYMENT DUE 10/1/25 - 2021VBC	108020	10/9/2025	36,639.67
		3040-00-00000-602000-DE2021VB-	DEBT 10/1/25 2021VBC	DEBT SERVICE PAYMENT DUE 10/1/25 - 2021VBC	108020	10/9/2025	7,616.70
		Total Paid by Vendor					**44,256.37**
	REGIONS BANK	3040-00-00000-601000-DE2023EX-	DEBT 10/1/25 2023E	DEBT SERVICE PAYMENT DUE 10/1/25 - 2023E	108021	10/9/2025	49,000.00
		3040-00-00000-602000-DE2023EX-	DEBT 10/1/25 2023E	DEBT SERVICE PAYMENT DUE 10/1/25 - 2023E	108021	10/9/2025	33,680.40
		Total Paid by Vendor					**82,680.40**
	VON BRAUN CENTER	3040-00-00000-636100-00000000-	DIST 4 - ORD 25-794	ONE-TIME APPROPRIATION RES 25-794	108161	10/14/2025	5,000.00
		Total Paid by Vendor					**5,000.00**
	Total by Fund 3040						**139,268.77**
3060	HUNTSVILLE MADISON COUNTY CONVENTION	3060-00-00000-610022-00000000-	LRAC 093025	LODGING TAX ITEMS	90008703	10/14/2025	24,000.00
		Total Paid by Vendor					**24,000.00**
	HUNTSVILLE SPORTS COMMISSION	3060-00-00000-610019-00000000-	LRAC 093025	RUNNING LANE TWILIGHT CROSS COUNTRY	90008706	10/14/2025	60,000.00
		Total Paid by Vendor					**60,000.00**
	Total by Fund 3060						**84,000.00**
3080	AECOM TECHNICAL SERVICES INC	3080-71-00000-516025-00000000-	2001069132	POP:05/31/25-09/26/25SPARKMAN DR PINHOOK CRK BRDG	107862	10/7/2025	45,000.00
		Total Paid by Vendor					**45,000.00**
	APHIX LLC	3080-71-00000-524024-00000000-	166939	POP:09/29/25-GOVERNORS DR LANDSCAPE ENHANCEMENT	90008612	10/7/2025	27,772.36
		Total Paid by Vendor					**27,772.36**
	BREEZE AVIATION GROUP	3080-71-00000-530000-BUDGET01-	833076	POP: 09/01/25-09/30/25-BREEZE INCENTIVE PAYMENTS	90008683	10/14/2025	20,000.00
		Total Paid by Vendor					**20,000.00**
	CTS EXCAVATIONS LLC	3080-71-00000-521000-PR7520XX-	APPL# 6, CLINTON SS	#6, POP:08/20/25-09/20/25 CLINTON AVE. STREETSC	90008626	10/7/2025	907,496.96
		Total Paid by Vendor					**907,496.96**
	GARVER LLC	3080-71-00000-530000-BUDGET01-	2402000-7	POP:08/09/25-09/12/25ON CALL PROFES SVC 71-24-SP21	90008639	10/7/2025	25,211.50
		3080-71-00000-521000-BUDGET01-	2400710-5	POP:08/09/25 09/19/25-PUMP STATION & GRAVITY SEWER	90008699	10/14/2025	49,913.47
		3080-71-00000-528006-00000000-	23S02000-5	POP:07/12/25-08/08/25-HYDROLOGIC/HYDRAULIC M.CREEK	90008699	10/14/2025	4,495.57
		3080-71-00000-528006-00000000-	23S02000-6	POP:08/09/25-09/12/25-HYDROLOGIC/HYDRAULIC M.CREEK	90008699	10/14/2025	1,766.87
		Total Paid by Vendor					**81,387.41**
	GTEC LLC	3080-71-00000-530000-BUDGET01-	4239	POP:08/25/25-09/28/25-VARIOUS FLIGHTS AERIAL PHOTO	90008702	10/14/2025	1,500.00
		Total Paid by Vendor					**1,500.00**
	HUNTSVILLE UTILITIES	3080-71-00000-530000-BUDGET01-	AAMU AMENITIES ATC	AAMU AMENITIES ATC WATER	108078	10/14/2025	21,235.00
		Total Paid by Vendor					**21,235.00**
	LANIER FORD SHAVER & PAYNE PC	3080-71-00000-524022-00000000-	260986	POP: 09/02/25-09/10/25-WINCHESTER RD LEGAL SVCS	90008712	10/14/2025	250.00
		3080-71-00000-524022-00000000-	260980	POP: 09/02/25-09/24/25-WINCHESTER RD LEGAL SVCS	90008712	10/14/2025	217.50
		3080-71-00000-524022-00000000-	261061	POP: 09/08/25-09/09/25-WINCHESTER RD LEGAL SVCS	90008712	10/14/2025	572.50
		3080-71-00000-524022-00000000-	261034	POP: 09/08/25-09/24/25-WINCHESTER RD LEGAL SVCS	90008712	10/14/2025	1,176.50
		3080-71-00000-524022-00000000-	261028	POP: 09/05/25-09/24/25-WINCHESTER RD LEGAL SVCS	90008712	10/14/2025	455.00
		3080-71-00000-524022-00000000-	261012	POP: 09/02/25-09/23/25-WINCHESTER RD LEGAL SVCS	90008712	10/14/2025	2,777.50
		3080-71-00000-524022-00000000-	261017	POP: 09/23/25-09/29/25-WINCHESTER RD LEGAL SVCS	90008712	10/14/2025	845.00
		3080-71-00000-524022-00000000-	261020	POP: 09/03/25-09/05/25- WINCHESTER RD LEGAL SVCS	90008712	10/14/2025	50.00
		3080-71-00000-524022-00000000-	261089	POP:09/25/25-09/29/25- WINCHESTER RD LEGAL SVCS	90008712	10/14/2025	195.00
		3080-71-00000-521000-BUDGET01-	261006	POP: 09/10/25-09/12/25-LEGAL SERVICES	90008712	10/14/2025	102.50
		3080-71-00000-521000-BUDGET01-	261033	POP: 07/03/25 - 09/17/25LEGAL SERVICES	90008712	10/14/2025	1,560.00
		3080-71-00000-530000-BUDGET01-	261083	POP: 09/02/25-09/25/25-LEGAL SERVICES	90008712	10/14/2025	6,077.50
		3080-71-00000-530000-BUDGET01-	261081	POP: 09/04/25-09/05/25-LEGAL SERVICES	90008712	10/14/2025	265.00
		3080-71-00000-524022-00000000-	261029	POP: 09/23/25-10/01/25-WINCHESTER RD LEGAL SVCS	90008712	10/14/2025	110.00
		3080-71-00000-521000-BUDGET01-	260997	POP: 09/04/25-10/01/25-LEGAL SERVICES	90008712	10/14/2025	570.00
		3080-71-00000-530000-BUDGET01-	261050	POP: 10/01/25-LEGAL SERVICES	90008712	10/14/2025	65.00
		3080-71-00000-524000-BUDGET01-	261035	POP: 09/08/25-10/01/25-LEGAL SERVICES	90008712	10/14/2025	2,062.50
		3080-71-00000-530000-BUDGET01-	261019	POP: 09/03/25-10/01/25-LEGAL SERVICES	90008712	10/14/2025	3,867.50
		3080-71-00000-524000-BUDGET01-	261051	POP: 09/04/25-10/01/25-LEGAL SERVICES	90008712	10/14/2025	6,285.50
		3080-71-00000-524000-BUDGET01-	261052	POP: 09/04/25-10/01/25-LEGAL SERVICES	90008712	10/14/2025	6,518.35
		3080-71-00000-530000-BUDGET01-	261071	POP: 09/16/25-10/02/25- LEGAL SERVICES	90008712	10/14/2025	1,625.00
		3080-71-00000-530000-BUDGET01-	261077	POP: 09/11/25- LEGAL SERVICES	90008712	10/14/2025	32.50
		3080-71-00000-530000-BUDGET01-	260996	POP: 09/16/25-09/30/25-LEGAL SERVICES	90008712	10/14/2025	1,657.50

		3080-71-00000-530000-BUDGET01-	260965	POP: 09/02/25-09/29/25-LEGAL SERVICES	90008712	10/14/2025	8,076.75
		3080-71-00000-530000-BUDGET01-	260998	POP: 09/04/25-09/17/25-LEGAL SERVICES	90008712	10/14/2025	2,502.50
		3080-71-00000-530000-BUDGET01-	261045	POP: 09/03/25-09/18/25-LEGAL SERVICES	90008712	10/14/2025	552.50
		3080-71-00000-530000-BUDGET01-	261068	POP: 09/25/25-LEGAL SERVICES	90008712	10/14/2025	65.00
		3080-71-00000-530000-BUDGET01-	261005	POP: 09/02/25-LEGAL SERVICES	90008712	10/14/2025	100.00
		Total Paid by Vendor					**48,634.60**
	OMI INC	3080-71-00000-528006-00000000-	25998	POP 5/26/25-9/25/25 PARC MILL CREEK ESA	108101	10/14/2025	39,811.48
		Total Paid by Vendor					**39,811.48**
	ROGERS GROUP INC	3080-00-00000-220400-00000000-	3725008-4-2RET	2415 - HAYSLAND STUB ST FINAL RETAINAGE	107988	10/7/2025	2,477.24
		3080-71-00000-521000-BUDGET01-	403024-33-1	POP:09/01/25-09/30/25 APPLIED RESARCH INST GRADING	107988	10/7/2025	949,413.11
		3080-71-00000-521000-BUDGET01-	3725008-26-1	POP:09/01/25-09/30/25 PRATT&SCHIFFMAN ADA RAMP	107988	10/7/2025	12,019.65
		3080-71-00000-524000-BUDGET01-	403024-27-1	POP:09/01/25-09/30/25 EASTERN BYPASS RESURFACING	107988	10/7/2025	1,419,180.96
		3080-71-00000-527000-BUDGET01-	3725008-29-1	POP:09/01/25-09/30/25 JOE DAVIS STADIUM PIPE	107988	10/7/2025	71,064.54
		3080-71-00000-527001-00000000-	3725008-23-1	POP:09/01/25-09/30/25 PROGRESSIVE UNION SLOPE	108131	10/14/2025	21,866.91
		3080-00-00000-220400-00000000-	3724039-5-2RET	24885 - GREENLEAF DRAINAGE FINAL RETAINAGE	108131	10/14/2025	1,634.04
		3080-00-00000-220400-00000000-	3724039-4-2RET	24885 - GOLDSMITH ST DRAINAGE FINAL RETAINAGE	108131	10/14/2025	1,000.00
		3080-00-00000-220400-00000000-	3725008-18-2RET	24885 - HOBBS ISLAND BRIDGE FINAL RETAINAGE	108131	10/14/2025	3,156.41
		3080-00-00000-220400-00000000-	3724039-6-2RET	24885 - 210 BOB WALLACE AVE FINAL RETAINAGE	108131	10/14/2025	2,856.36
		Total Paid by Vendor					**2,484,669.22**
	S&ME INC	3080-71-00000-524000-BUDGET01-	1299689	POP 8/29/25-9/3/25 NORTHERN BYPASS NPDES	108132	10/14/2025	1,400.00
		Total Paid by Vendor					**1,400.00**
	THREE NOTCH GROUP INC	3080-71-00000-524000-BUDGET01-	14867	POP 9/1/25-9/23/25 HSIP APPLICATION ASSISTANCE	90008741	10/14/2025	2,000.00
		Total Paid by Vendor					**2,000.00**
	UES PROFESSIONAL SOLUTIONS 18 LLC	3080-71-00000-524042-CONSTRUC-00172	0001808577	POP 2/1/25-3/1/25 NORTHERN BYPASS JACOB	90008744	10/14/2025	5,688.00
		3080-71-00000-524042-CONSTRUC-00172	0182509859	POP 3/2/25-3/31/25 NORTHERN BYPASS JACOB	90008744	10/14/2025	11,941.00
		3080-71-00000-524042-CONSTRUC-00172	0182511166	POP 4/1/25-5/17/25 NORTHERN BYPASS JACOB	90008744	10/14/2025	26,586.25
		3080-71-00000-524042-CONSTRUC-00172	0182512361	POP 5/18/25-6/30/25 NORTHERN BYPASS JACOB	90008744	10/14/2025	22,647.25
		3080-71-00000-530010-00000000-	0182511758	POP 6/1/25-6/30/25 CRP PROFESSIONAL SERVICES AG	90008744	10/14/2025	350.00
		3080-71-00000-530010-00000000-	0182512527	POP 7/1/25-7/31/25 CRP PROFESSIONAL SERVICES AG	90008744	10/14/2025	350.00
		3080-71-00000-530010-00000000-	0182510111	POP 4/1/25-5/1/25 CRP PROFESSIONAL SERVICES AG	90008744	10/14/2025	350.00
		3080-71-00000-530010-00000000-	0182511052	POP 5/3/25-5/31/25 CRP PROFESSIONAL SERVICES AG	90008744	10/14/2025	350.00
		3080-71-00000-530010-00000000-	0182513491	POP 8/1/25-8/31/25 CRP PROFESSIONAL SERVICES AG	90008744	10/14/2025	350.00
		Total Paid by Vendor					**68,612.50**
	UNITED STATES GEOLOGICAL SURVEY	3080-71-00000-516041-00000000-	90131206	POP 7/1/25-9/30/25 JOINT FUNDING AGREEMENT	108008	10/7/2025	33,393.75
		Total Paid by Vendor					**33,393.75**
	WIREGRASS CONSTRUCTION COMPANY INC	3080-71-00000-524042-CONSTRUC-00172	APPL #18 N BYPASS	#18 POP: 09/01/25-09/30/25-N BYPASS CONSTRUCTION	90008750	10/14/2025	296,461.10
		Total Paid by Vendor					**296,461.10**
	Total by Fund 3080						**4,079,374.38**
3207	REGIONS BANK	3207-00-00000-601000-DE2020EX-	DEBT 10/1/25 2020E	DEBT SERVICE PAYMENT DUE 10/1/25 - 2020E	108019	10/9/2025	79,885.82
		3207-00-00000-602000-DE2020EX-	DEBT 10/1/25 2020E	DEBT SERVICE PAYMENT DUE 10/1/25 - 2020E	108019	10/9/2025	14,085.80
		Total Paid by Vendor					**93,971.62**
	Total by Fund 3207						**93,971.62**
3310	ATHENS UTILITIES	3310-71-00000-515550-00000000-	136-69040-00-0925	POP:08/25/25-09/24/25-ELECTRIC SERVICES UTILITIES	90008679	10/14/2025	56.53
		3310-71-00000-515550-00000000-	146-43510-00-0925	POP:08/27/25-09/25/25-ELECTRIC SERVICES UTILITIES	90008679	10/14/2025	25.96
		3310-71-00000-515550-00000000-	146-51155-00-0925	POP:08/27/25-09/25/25-ELECTRIC SERVICES UTILITIES	90008679	10/14/2025	625.28
		3310-71-00000-515550-00000000-	146-51150-00-0925	POP:08/27/25-09/25/25-ELECTRIC SERVICES UTILITIES	90008679	10/14/2025	8,511.15
		3310-71-00000-515550-00000000-	136-16650-00-0925	POP:08/25/25-09/24/25-ELECTRIC SERVICES UTILITIES	90008679	10/14/2025	65.05
		3310-71-00000-515550-00000000-	136-56300-00-0925	POP:08/25/25-09/24/25-ELECTRIC SERVICES UTILITIES	90008679	10/14/2025	13.99
		3310-71-00000-515550-00000000-	106-35050-00-0925	POP:08/21/25-09/22/25-ELECTRIC SERVICES UTILITIES	90008679	10/14/2025	36.58
		3310-71-00000-515550-00000000-	136-36500-00-0925	POP:08/25/25-09/24/25-ELECTRIC SERVICES UTILITIES	90008679	10/14/2025	18.93
		3310-71-00000-515550-00000000-	136-34530-00-0925	POP:08/25/25-09/24/25-ELECTRIC SERVICES UTILITIES	90008679	10/14/2025	23.64
		3310-71-00000-515550-00000000-	136-16800-00-0925	POP:08/25/25-09/24/25-ELECTRIC SERVICES UTILITIES	90008679	10/14/2025	75.16
		3310-71-00000-515550-00000000-	136-16900-00-0925	POP:08/25/25-09/24/25-ELECTRIC SERVICES UTILITIES	90008679	10/14/2025	77.83
		3310-71-00000-515550-00000000-	136-65650-00-0925	POP:08/25/25-09/24/25-ELECTRIC SERVICES UTILITIES	90008679	10/14/2025	29.84
		3310-71-00000-515550-00000000-	146-02400-00-0925	POP:08/27/25-09/25/25-ELECTRIC SERVICES UTILITIES	90008679	10/14/2025	785.63
		3310-71-00000-515550-00000000-	136-65652-01-0925	POP: 08/25/25-09/24/25-ELECTRIC SERVICES UTILITIES	90008679	10/14/2025	93.29
		Total Paid by Vendor					**10,438.86**
	HUNTSVILLE UTILITIES	3310-71-00000-515550-00000000-	204553-092525	POP:08/17/25-09/13/25-STREET LIGHTS/TRAFFIC LIGHTS	107917	10/7/2025	16.44
		3310-71-00000-515550-00000000-	779183-092425	POP: 08/18/25-09/17/25-STREET /TRAFFIC LIGHTS	107917	10/7/2025	393.65
		3310-71-00000-515550-00000000-	205315-092325	POP:08/15/25-09/16/25-STREET & TRAFFIC LIGHTS	108077	10/14/2025	122.76
		Total Paid by Vendor					**532.85**

	Total by Fund 3310						**10,971.71**
3430	CCF&T LLC	3430-41-00000-515520-00000000-	3130	POP: 09/23/25-09/24/25-STAC VEHICLE REPAIR	107889	10/7/2025	1,323.66
		Total Paid by Vendor					**1,323.66**
	EXPRESS OIL CHANGE	3430-41-00000-515520-00000000-	00019-428649	POP: 09/30/25-STAC VEHICLE REPAIR-1ST QTR	90008635	10/7/2025	86.98
		3430-41-00000-515520-00000000-	00019-428237	POP: 09/23/25-STAC VEHICLE REPAIR-1ST QTR	90008635	10/7/2025	79.98
		Total Paid by Vendor					**166.96**
	PRESTIGE SERVICE CENTER	3430-41-00000-515520-00000000-	7924	POP 9/29/25 STAC VEHICLE REPAIR	90008653	10/7/2025	609.00
		Total Paid by Vendor					**609.00**
	STAPLES INC	3430-41-00000-515520-00000000-	6044631227	STAC SUPPLIES	90008738	10/14/2025	19.12
		3430-41-00000-515520-00000000-	6044631224	STAC SUPPLIES	90008738	10/14/2025	143.29
		Total Paid by Vendor					**162.41**
	THE BATTERY STORE INC	3430-41-00000-515520-00000000-	307393	STAC VEHICLE BATTERY REPLACEMENT	107882	10/7/2025	140.00
		Total Paid by Vendor					**140.00**
	Total by Fund 3430						**2,402.03**
3560	REFUND PAYMENTS	3560-51-00000-515106-00000000-	BLK 40 LOT 89 SP 4/5	PROP BUYBACK BLK 40, LOT89 SP 4C & 5C	108113	10/14/2025	1,800.00
		Total Paid by Vendor					**1,800.00**
	Total by Fund 3560						**1,800.00**
3700	LANIER FORD SHAVER & PAYNE PC	3700-71-00000-515370-00000000-	260988	POP: 09/09/25-09/25/25-LEGAL SERVICES	90008712	10/14/2025	340.00
		Total Paid by Vendor					**340.00**
	Total by Fund 3700						**340.00**
3900	ALLIED PHOTOCOPY INC	3900-44-00000-515340-00000000-	1213844	POP: 09/29/25-SETUP EVENT STRETCH TABLECLOTH	107873	10/7/2025	183.63
		Total Paid by Vendor					**183.63**
	BELLSOUTH TELECOMMUNICATIONS LLC	3900-44-00000-515070-00000000-	28727454831110012025	POP: 08/24/25-09/23/25MOBILITY CRADLEPOINT FOR EMA	107880	10/7/2025	39.99
		Total Paid by Vendor					**39.99**
	DUTCH OIL COMPANY	3900-44-00000-514010-00000000-	CFN-45128	FUELING TRANS DATED 092925	90008633	10/7/2025	29.60
		3900-44-00000-514010-00000000-	CFN-45339	FUELING TRANS DATED 100125	90008633	10/7/2025	31.69
		3900-44-00000-514010-00000000-	CFN-45350	FUELING TRANS DATED 100225	90008692	10/14/2025	28.61
		3900-44-00000-514010-00000000-	CFN-45407	FUELING TRANS DATED 100625	90008692	10/14/2025	111.26
		Total Paid by Vendor					**201.16**
	HUNTSVILLE UTILITIES	3900-44-00000-515700-00000000-	177964-100625	POP:08/25/25-10/06/25 FOR HSV UTL MONTHLY (QT 1)	108077	10/14/2025	1,247.25
		Total Paid by Vendor					**1,247.25**
	SOUTHERN COMMUNICATIONS INC	3900-44-00000-515070-00000000-	REG20250000441240	POP 9/20/254-10/19/25 SOUTHERN LINC SERVICES	108143	10/14/2025	147.33
		Total Paid by Vendor					**147.33**
	Total by Fund 3900						**1,819.36**
3910	HUNTSVILLE UTILITIES	3910-93-00000-515700-00000000-	211653-090825	POP: 07/24/25-08/17/25- UTILITIES	107917	10/7/2025	120.48
		3910-93-00000-515700-00000000-	100450-092425	POP: 08/12/25-09/19/25-UTILITIES	107917	10/7/2025	13,331.45
		Total Paid by Vendor					**13,451.93**
	Total by Fund 3910						**13,451.93**
4013	PETTUS PLUMBING AND PIPING INC	4013-00-00000-220400-00000000-	APPL #12 FINAL RET	2471-ART MUSEUM FINAL RETAINAGE	107952	10/7/2025	4,297.56
		4013-00-00000-220400-00000000-	APPL #12 FINAL RET	2471-ART MUSEUM FINAL RETAINAGE	107952	10/7/2025	14,302.36
		4013-00-00000-220400-00000000-	APPL #12 FINAL RET	2471-ART MUSEUM FINAL RETAINAGE	107952	10/7/2025	11,141.43
		4013-00-00000-220400-00000000-	APPL #12 FINAL RET	2471-ART MUSEUM FINAL RETAINAGE	107952	10/7/2025	8,417.67
		4013-00-00000-220400-00000000-	APPL #12 FINAL RET	2471-ART MUSEUM FINAL RETAINAGE	107952	10/7/2025	22,507.83
		4013-00-00000-220400-00000000-	APPL #12 FINAL RET	2471-ART MUSEUM FINAL RETAINAGE	107952	10/7/2025	10,818.53
		4013-00-00000-220400-00000000-	APPL #12 FINAL RET	2471-ART MUSEUM FINAL RETAINAGE	107952	10/7/2025	3,514.62
		Total Paid by Vendor					**75,000.00**
	Total by Fund 4013						**75,000.00**
4017	BAILEY HARRIS CONSTRUCTION COMPANY INC	4017-14-00000-521028-00000000-	APPL#15R-HAYSLAND PK	#15R POP:09/01/25-09/30/25 CONSTRUCTION-HAYS FARM	90008615	10/7/2025	588,640.17
		Total Paid by Vendor					**588,640.17**
	CDW GOVERNMENT INC	4017-14-00000-522019-00000000-	AF9PH3X	SCANNER FOR HPD CSI NEW BUILDING	108047	10/14/2025	10,015.76
		Total Paid by Vendor					**10,015.76**
	CHORBA CONTRACTING CORP	4017-14-00000-522021-00000000-	APPL# 13 MARTIN REC	#13 POP:07/26/25-08/25/25 CONST SVC-MARTIN REC CT	90008620	10/7/2025	590,674.99
		4017-14-00000-522021-00000000-	APPL# 14 MARTIN REC	#14 POP:08/26/25-09/18/25 CONST SVC-MARTIN REC CT	90008620	10/7/2025	308,236.01
		Total Paid by Vendor					**898,911.00**
	PEARCE CONSTRUCTION CO INC	4017-14-00000-522019-00000000-	APPL #16 CSI BLDG	#16, POP:09/01/25-09/30/25-CONSTRUCTION SVCS-HPD	90008721	10/14/2025	774,927.20
		Total Paid by Vendor					**774,927.20**
	ULINE INC	4017-14-00000-522019-00000000-	198170648	ADDITIONAL EQUIPMENT -HPD CIS BUILDING	108155	10/14/2025	969.80
		4017-14-00000-522019-00000000-	198065727	ADDITIONAL EQUIPMENT -HPD CIS BUILDING	108155	10/14/2025	8,859.40
		Total Paid by Vendor					**9,829.20**
	Total by Fund 4017						**2,282,323.33**
4020	TURNER CONSTRUCTION COMPANY	4020-00-00000-523047-00000000-	DRAW #16, #17	POP: 7/01/25-8/31/25 VBC CONCERT HALL BOH	90008667	10/7/2025	855,345.02

		4020-00-00000-523047-00000000-	DRAW #16, #17	POP: 7/01/25-8/31/25 VBC CONCERT HALL BOH	90008667	10/7/2025	23,048.42
		Total Paid by Vendor					**878,393.44**
	Total by Fund 4020						**878,393.44**
6000	ADEM SRF OPERATOR CERTIFICATION SECTION	6000-76-76200-515790-00000000-	WW EXAM FEES 100825	WW EXAM FEES FOR CHASE MARSAHLL 17687	108024	10/14/2025	125.00
		Total Paid by Vendor					**125.00**
	AIR HYDRO POWER INC	6000-76-76110-513030-00000000-	11398713	HOSE REPAIRS Q1 OCT-DEC 25(BLANKET)	107863	10/7/2025	141.96
		Total Paid by Vendor					**141.96**
	ALABAMA CONCRETE INC	6000-76-76250-513040-00000000-	169371	PL 1 REPAIRS Q1 OCT-DEC 25 (BLANKET)	90008675	10/14/2025	1,248.00
		Total Paid by Vendor					**1,248.00**
	AMAZON CAPITAL SERVICES INC	6000-76-76200-515340-00000000-	16KR-PQLJ-3T3J	MAINTENANCE	90008611	10/7/2025	532.54
		6000-76-76200-515340-00000000-	1FT6-N3T6-DC9M	FOR TVI PATCH CREW	90008676	10/14/2025	89.99
		Total Paid by Vendor					**622.53**
	AMERICAN WELDING & GAS INC	6000-76-76200-515340-00000000-	0011155329	MTN SHOP CYLINDER RENTAL (BLANKET)	107877	10/7/2025	503.20
		6000-76-76200-515340-00000000-	0011134450	WELDING SUPPLIES (BLANKET)	107877	10/7/2025	50.87
		Total Paid by Vendor					**554.07**
	ATHENS UTILITIES	6000-76-76370-515700-00000000-	108-26005-01-0925	POP: 08/21/25-09/22/25- LIFT STATION UTILITIES	90008613	10/7/2025	45.67
		6000-76-76370-515700-00000000-	118-34918-00-0925	POP: 08/22/25-09/23/25- LIFT STATION UTILITIES	90008613	10/7/2025	102.42
		6000-76-76370-515700-00000000-	116-32200-01-0925	POP: 08/22/25-09/23/25-LIFT STATION UTILITIES	90008613	10/7/2025	186.68
		6000-76-76370-515700-00000000-	108-08250-01-0925	POP: 08/21/25-09/22/25-LIFT STATION UTILITIES	90008613	10/7/2025	2,494.32
		6000-76-76370-515700-00000000-	146-02493-00-0925	POP: 08/27/25-09/25/25-LIFT STATION UTILITIES	90008613	10/7/2025	9,197.34
		6000-76-76370-515700-00000000-	142-67390-01-0925	POP: 08/27/25-09/25/25-LIFT STATION UTILITIES	90008613	10/7/2025	822.29
		6000-76-76370-515700-00000000-	144-00199-00-0925	POP: 08/27/25-09/25/25-LIFT STATION UTILITIES	90008613	10/7/2025	57.88
		6000-76-76370-515700-00000000-	144-31850-00-0925	POP: 08/27/25-09/25/25-LIFT STATION UTILITIES	90008613	10/7/2025	465.61
		6000-76-76370-515700-00000000-	144-00060-00-0925	POP: 08/27/25-09/25/25-LIFT STATION UTILITIES	90008613	10/7/2025	61.40
		6000-76-76370-515700-00000000-	136-16610-00-0925	POP: 08/25/25-09/24/25-LIFT STATION UTILITIES	90008613	10/7/2025	21.00
		6000-76-76370-515700-00000000-	142-61538-00-0925	POP: 08/27/25-09/25/25-LIFT STATION UTILITIES	90008613	10/7/2025	26.84
		6000-76-76370-515700-00000000-	136-16500-01-0925	POP: 08/25/25-09/25/25-LIFT STATION UTILITIES	90008613	10/7/2025	2,340.79
		6000-76-76370-515700-00000000-	136-68820-00-0925	POP: 08/25/25-09/24/25-LIFT STATION UTILITIES	90008613	10/7/2025	21.24
		6000-76-76370-515700-00000000-	144-29008-00-0925	POP: 08/27/25-09/25/25-LIFT STATION UTILITIES FY25	90008679	10/14/2025	121.40
		6000-76-76370-515700-00000000-	142-69995-01-0925	POP:08/27/25-09/25/25-LIFT STATION UTILITIES FY25	90008679	10/14/2025	418.37
		6000-76-76370-515700-00000000-	146-02460-01-0925	POP: 08/27/25-09/25/25-LIFT STATION UTILITIES FY25	90008679	10/14/2025	348.86
		Total Paid by Vendor					**16,732.11**
	BELLSOUTH TELECOMMUNICATIONS LLC	6000-76-76100-515070-00000000-	256 534-5657-0925	POP: 09/20/25-10/19/25-CMOM DATA FLOW LINES FY25	107881	10/7/2025	252.79
		Total Paid by Vendor					**252.79**
	BENTLEY GROUP INC	6000-76-76110-513030-00000000-	721945	POP: 09/19/25-10/07/25-R&M EQ#021792	108037	10/14/2025	532.75
		Total Paid by Vendor					**532.75**
	CC LYNCH AND ASSOCIATES INC	6000-76-76100-515370-00000000-	252281	FIELD SERVICE Q1 OCT-DEC 25 (EXEMPT)(BLANKET)	90008684	10/14/2025	975.00
		6000-76-76200-515340-00000000-	252281	FIELD SERVICE Q1 OCT-DEC 25 (EXEMPT)(BLANKET)	90008684	10/14/2025	253.00
		Total Paid by Vendor					**1,228.00**
	CINTAS	6000-76-76100-515670-00000000-	4245032317	WPC UNIFORMS JULY-SEPT 2025 (BLANKET)	107891	10/7/2025	114.38
		6000-76-76100-515670-00000000-	4244895380	WPC UNIFORMS JULY-SEPT 2025 (BLANKET)	107891	10/7/2025	105.49
		6000-76-76100-515670-00000000-	4240889998	WPC UNIFORMS JULY-SEPT 2025 (BLANKET)	107891	10/7/2025	38.87
		6000-76-76100-515670-00000000-	4244910882	WPC UNIFORMS JULY-SEPT 2025 (BLANKET)	107891	10/7/2025	45.00
		6000-76-76100-515670-00000000-	4245032257	WPC UNIFORMS JULY-SEPT 2025 (BLANKET)	107891	10/7/2025	72.84
		6000-76-76100-515670-00000000-	4245215665	WPC UNIFORMS Q1 0CT-DEC 2025 (BLANKET)	107891	10/7/2025	1,883.13
		6000-76-76100-515670-00000000-	4245331763	WPC UNIFORMS Q1 0CT-DEC 2025 (BLANKET)	107891	10/7/2025	38.87
		6000-76-76100-515670-00000000-	4245217646	WPC UNIFORMS Q1 0CT-DEC 2025 (BLANKET)	107891	10/7/2025	119.25
		6000-76-76100-515670-00000000-	9340508956	WPC UNIFORMS Q1 0CT-DEC 2025 (BLANKET)	107891	10/7/2025	819.90
		6000-76-76100-515670-00000000-	4245653629	WPC UNIFORMS Q1 0CT-DEC 2025 (BLANKET)	108051	10/14/2025	45.00
		6000-76-76100-515670-00000000-	4245778074	WPC UNIFORMS Q1 0CT-DEC 2025 (BLANKET)	108051	10/14/2025	114.38
		6000-76-76100-515670-00000000-	4245646083	WPC UNIFORMS Q1 0CT-DEC 2025 (BLANKET)	108051	10/14/2025	105.49
		6000-76-76100-515670-00000000-	4245777982	WPC UNIFORMS Q1 0CT-DEC 2025 (BLANKET)	108051	10/14/2025	72.84
		6000-76-76100-515670-00000000-	4245951024	WPC UNIFORMS Q1 0CT-DEC 2025 (BLANKET)	108051	10/14/2025	1,325.33
		6000-76-76100-515670-00000000-	4245954134	WPC UNIFORMS Q1 0CT-DEC 2025 (BLANKET)	108051	10/14/2025	119.25
		6000-76-76100-515670-00000000-	4246060756	WPC UNIFORMS Q1 0CT-DEC 2025 (BLANKET)	108051	10/14/2025	38.87
		Total Paid by Vendor					**5,058.89**
	CORA INC	6000-76-76300-516030-00000000-	461502	POP 9/2/25 PUMPING-MONTE SANO/VAR	90008650	10/7/2025	2,625.00
		6000-76-76300-516030-00000000-	459826	POP 9/1/25-9/30/25 STANDBY SANITARY SEWER	90008720	10/14/2025	2,900.00
		6000-76-76300-516030-00000000-	461503	POP 10/4/25 MONTE SANO/ VAR PROJ	90008720	10/14/2025	7,000.00
		6000-76-76300-516030-00000000-	461504	POP 10/3/25 MONTE SANO/ VAR PROJ	90008720	10/14/2025	7,000.00
		Total Paid by Vendor					**19,525.00**

COWIN EQUIPMENT CO INC	6000-76-76110-513030-00000000-	SWO084908-1	POP: 09/25/25- R&M EQ#050642	108057	10/14/2025	3,770.60
	Total Paid by Vendor					**3,770.60**
DEFENSE PEST SOLUTIONS	6000-76-76100-515370-00000000-	59065	POP: 10/01/25-10/31/25-WPC PEST CONTROL FY26	90008628	10/7/2025	170.00
	Total Paid by Vendor					**170.00**
DUTCH OIL COMPANY	6000-76-76110-514010-00000000-	CFN-45128	FUELING TRANS DATED 092925	90008633	10/7/2025	21.46
	6000-00-00000-140100-00000000-	INV-226003	POP: 09/25/25 - WPC FUELING FACILITY FY25	90008633	10/7/2025	2,444.35
	6000-76-76110-514010-00000000-	CFN-45150	FUELING TRANS DATED 093025	90008633	10/7/2025	22.79
	6000-76-76110-514010-00000000-	CFN-45339	FUELING TRANS DATED 100125	90008633	10/7/2025	61.07
	6000-76-76110-514010-00000000-	CFN-45339	FUELING TRANS DATED 100125	90008633	10/7/2025	233.01
	6000-76-76110-514010-00000000-	CFN-45370	FUELING TRANS DATED 100325	90008692	10/14/2025	65.85
	6000-76-76110-514010-00000000-	CFN-45407	FUELING TRANS DATED 100625	90008692	10/14/2025	44.25
	6000-00-00000-140100-00000000-	INV-226106	POP: 09/30/25-WPC FUELING FACILITY FY25	90008692	10/14/2025	3,590.30
	Total Paid by Vendor					**6,483.08**
FERGUSON US HOLDINGS INC	6000-76-76200-515340-00000000-	1610901	STOCK	90008696	10/14/2025	549.00
	Total Paid by Vendor					**549.00**
GARNEY COMPANIES INC	6000-76-00000-526000-00000000-	APPL# 5 - I565 MAIN	#5, POP:09/01/25-09/30/25 - I565 FORCE MAIN RELOC	90008698	10/14/2025	1,374,050.00
	Total Paid by Vendor					**1,374,050.00**
GRAYBAR ELECTRIC COMPANY	6000-76-76200-513040-00000000-	9350505386	PL5/6 CHEMICAL FEED PUMPS	108069	10/14/2025	3,763.28
	Total Paid by Vendor					**3,763.28**
HARCROS CHEMICALS INC	6000-76-76110-515060-00000000-	871012835	PL4 TREATMENT CHEMICALS	107906	10/7/2025	11,911.27
	Total Paid by Vendor					**11,911.27**
HARVEST MONROVIA SEWER AND FIRE PROTECTION	6000-76-76370-515700-00000000-	24115-0925	POP: 08/01/25-09/02/25-LIFT STATION UTILITIES	107907	10/7/2025	18.68
	6000-76-76370-515700-00000000-	26511-0925	POP: 08/21/25-09/18/25-LIFT STATION UTILITIES	107907	10/7/2025	18.68
	Total Paid by Vendor					**37.36**
HOME DEPOT USA INC	6000-76-76200-515340-00000000-	896368800	STOCK	107910	10/7/2025	64.89
	6000-76-76200-515340-00000000-	896368818	STOCK	107910	10/7/2025	1,077.30
	Total Paid by Vendor					**1,142.19**
INDUSTRIAL CONTRACTOR SUPPLY LLC	6000-76-76200-515340-00000000-	76918	SAFETY ITEMS,POWER TOOLS/CONST (BLANKET)	107919	10/7/2025	347.58
	Total Paid by Vendor					**347.58**
JAMES R HALL	6000-76-76110-513030-00000000-	76484	COM TX 093025/76484	90008656	10/7/2025	375.00
	6000-76-76110-513030-00000000-	76484	COM TX 093025/76484	90008656	10/7/2025	38.40
	6000-76-76110-513030-00000000-	77730	COM TX 093025/77730	90008656	10/7/2025	375.00
	6000-76-76110-513030-00000000-	77730	COM TX 093025/77730	90008656	10/7/2025	49.20
	6000-76-76110-513030-00000000-	77734	COM TX 093025/77734	90008656	10/7/2025	375.00
	6000-76-76110-513030-00000000-	77734	COM TX 093025/77734	90008656	10/7/2025	38.40
	Total Paid by Vendor					**1,251.00**
KELSEY ELECTRIC MOTOR SERVICE INC	6000-76-76260-513040-00000000-	100031	PL4 BAR SCREENS	107928	10/7/2025	1,986.03
	Total Paid by Vendor					**1,986.03**
MADISON COUNTY AUTO PARTS INC	6000-76-76110-513030-00000000-	275897	NAPA TRX DATE 100125	107939	10/7/2025	7.05
	6000-76-76110-513030-00000000-	275938	NAPA TRX DATE 100225	107939	10/7/2025	28.66
	6000-76-76110-513030-00000000-	275938	NAPA TRX DATE 100225	107939	10/7/2025	7.05
	6000-76-76110-513030-00000000-	276030	NAPA TRX DATE 100625	107939	10/7/2025	5.54
	6000-76-76110-513030-00000000-	276048	WPC AUTO PARTS Q1 (BLANKET)	108091	10/14/2025	1,675.67
	6000-76-76110-513030-00000000-	276145	WPC AUTO PARTS Q1 (BLANKET)	108091	10/14/2025	1,107.69
	Total Paid by Vendor					**2,831.66**
MAXIM CRANE WORKS LP	6000-76-76370-513040-00000000-	56109309	POP 9/23/25 LIFT STATIONS	107940	10/7/2025	540.00
	6000-76-76370-513040-00000000-	56109338	POP 9/29/25 LIFT STATIONS	107940	10/7/2025	540.00
	Total Paid by Vendor					**1,080.00**
OCR WATER & FIRE PROTECTION AUTHORITY	6000-76-76370-515700-00000000-	017-02010-010925	POP 8/25/25-9/25/25 UTILITIES	108105	10/14/2025	20.05
	6000-76-76370-515700-00000000-	010-03293-010925	POP 8/19/25-9/19/25 UTILITIES	108105	10/14/2025	20.05
	Total Paid by Vendor					**40.10**
OUTDOOR HOME SERVICES HOLDNGS LLC	6000-76-76260-513010-00000000-	216994665	POP 9/26/25 WWTP LAWN TREATMENT	107947	10/7/2025	1,992.37
	6000-76-76220-513010-00000000-	217034131	POP 9/29/25 WWTP LAWN TREATMENT	107947	10/7/2025	1,267.87
	6000-76-76230-513010-00000000-	217062684	POP 9/29/25 WWTP LAWN TREATMENT	107947	10/7/2025	1,086.75
	6000-76-76210-513010-00000000-	217072027	POP 9/29/25 WWTP LAWN TREATMENT	107947	10/7/2025	2,626.31
	6000-76-76250-513010-00000000-	217148701	POP 9/30/25 WWTP LAWN TREATMENT	107947	10/7/2025	2,535.75
	Total Paid by Vendor					**9,509.05**
PENHALL COMPANY	6000-76-76300-516030-00000000-	248410	POP 9/26/25 POINT REPAIR	107950	10/7/2025	340.00
	Total Paid by Vendor					**340.00**
PINE BLUFF MATERIALS CO LLC	6000-76-76200-515340-00000000-	256669	FOR WWTP DRYING BEDS	90008723	10/14/2025	713.18
	Total Paid by Vendor					**713.18**

	SAFETY KLEEN SYSTEMS INC	6000-76-76200-515340-00000000-	98150338	PARTS WASHER TVI/MTN BAY	107989	10/7/2025	582.47
		Total Paid by Vendor					**582.47**
	SOLID WASTE DISPOSAL AUTHORITY	6000-76-76200-515730-00000000-	T1008791	POP 9/1/25-9/30/25 SOLID WASTE DISPOSAL	90008661	10/7/2025	22,677.03
		Total Paid by Vendor					**22,677.03**
	STAPLES INC	6000-76-76200-515340-00000000-	6044631232	OFFICE SUPPLIES	90008738	10/14/2025	1,691.43
		6000-76-76200-515340-00000000-	6045074101	OFFICE SUPPLIES	90008738	10/14/2025	179.98
		Total Paid by Vendor					**1,871.41**
	TECHNICAL AND SCIENTIFIC APPLICATIONS INC	6000-76-76110-520200-00000000-	25-32127	HP PRINTERS FOR WP	108153	10/14/2025	1,286.00
		Total Paid by Vendor					**1,286.00**
	UNITED RENTALS NORTH AMERICA INC	6000-76-76300-516030-00000000-	239103965-014	POP 9/19/25-10/1/25 TRECH BOX RENTAL	108156	10/14/2025	3,444.00
		Total Paid by Vendor					**3,444.00**
	VULCAN MATERIALS CO	6000-76-76300-516030-00000000-	4654403	POINT REPAIR (BLANKET)	90008670	10/7/2025	585.60
		6000-76-76300-516030-00000000-	4654079	POINT REPAIR (BLANKET)	90008670	10/7/2025	588.96
		6000-76-76300-516030-00000000-	4653775	POINT REPAIR (BLANKET)	90008670	10/7/2025	607.68
		6000-76-76300-516030-00000000-	4653330	POINT REPAIR (BLANKET)	90008670	10/7/2025	605.52
		6000-76-76200-513040-00000000-	4654175	PLANTS (BLANKET)	90008670	10/7/2025	539.70
		6000-76-76300-516030-00000000-	4654287	POINT REPAIR (BLANKET)	90008670	10/7/2025	610.56
		6000-76-76300-516030-00000000-	4672644	POINT REPAIR (BLANKET)	90008670	10/7/2025	1,095.22
		6000-76-76300-516030-00000000-	4672833	POINT REPAIR (BLANKET)	90008670	10/7/2025	335.61
		6000-76-76300-516030-00000000-	4672860	POINT REPAIR (BLANKET)	90008670	10/7/2025	601.92
		6000-76-76300-516030-00000000-	4672949	POINT REPAIR (BLANKET)	90008670	10/7/2025	585.36
		6000-76-76300-516030-00000000-	4673000	POINT REPAIR (BLANKET)	90008670	10/7/2025	420.20
		6000-76-76200-513040-00000000-	4720218	PLANTS Q1 (BLANKET)	90008746	10/14/2025	1,083.72
		6000-76-76200-513040-00000000-	4719193	PLANTS Q1 (BLANKET)	90008746	10/14/2025	296.84
		6000-76-76300-516030-00000000-	4719392	POINT REPAIR Q1 (BLANKET)	90008746	10/14/2025	589.92
		6000-76-76300-516030-00000000-	4719421	POINT REPAIR Q1 (BLANKET)	90008746	10/14/2025	389.18
		6000-76-76300-516030-00000000-	4719431	POINT REPAIR Q1 (BLANKET)	90008746	10/14/2025	606.96
		Total Paid by Vendor					**9,542.95**
	WHITE CAP LP	6000-00-00000-140100-00000000-	50033608898	INVENTORY/STOCK	108012	10/7/2025	1,640.00
		6000-76-76200-515340-00000000-	50033608898	INVENTORY/STOCK	108012	10/7/2025	616.50
		6000-00-00000-140100-00000000-	50033680827	INVENTORY/STOCK	108165	10/14/2025	133.75
		Total Paid by Vendor					**2,390.25**
	Total by Fund 6000						**1,507,790.59**
6010	CORA INC	6010-76-00000-526000-00000000-	461794	POP 9/27/25 EMERGENCY PLUMBING REPAIRS	90008650	10/7/2025	110.00
		6010-76-00000-526000-00000000-	461795	POP 9/28/25 EMERGENCY PLUMBING REPAIRS	90008650	10/7/2025	110.00
		6010-76-00000-526000-00000000-	461796	POP 9/28/25 EMERGENCY PLUMBING REPAIRS	90008650	10/7/2025	110.00
		6010-76-00000-526000-00000000-	461445	POP 10/1/25 EM PLUMBING REPAIRS Q1	90008650	10/7/2025	750.00
		6010-76-00000-526000-00000000-	461446	POP 10/1/25 EM PLUMBING REPAIRS Q1	90008650	10/7/2025	110.00
		6010-76-00000-526000-00000000-	461499	POP 10/1/25 EM PLUMBING REPAIRS Q1	90008650	10/7/2025	2,020.00
		6010-76-00000-526000-00000000-	461665	POP 10/7/25 EM PLUMBING REPAIRS Q1	90008720	10/14/2025	110.00
		6010-76-00000-526000-00000000-	461600	POP 10/3/25 EM PLUMBING REPAIRS Q1	90008720	10/14/2025	565.00
		6010-76-00000-526000-00000000-	461447	POP 10/4/25 EM PLUMBING REPAIRS Q1	90008720	10/14/2025	110.00
		6010-76-00000-526000-00000000-	461194	POP 10/2/25 EM PLUMBING REPAIRS Q1	90008720	10/14/2025	329.00
		Total Paid by Vendor					**4,324.00**
	GARVER LLC	6010-76-00000-526000-00000000-	2402271-9	POP:09/13/25-09/30/25 - ON-CALL SURVEY SVCS 24-25	90008699	10/14/2025	992.00
		6010-76-00000-526000-00000000-	2500316-4	POP:09/13/25-09/30/25LAND SURVEY SVC-SS MH MAPPING	90008699	10/14/2025	2,100.00
		Total Paid by Vendor					**3,092.00**
	LTS CONSTRUCTION LLC	6010-00-00000-220400-00000000-	APPL#9 - FINAL RET	24766 - BIG COVE FINAL RETAINAGE	90008714	10/14/2025	14,289.19
		6010-00-00000-220400-00000000-	APPL#10 - FINAL RET	24766 - TEE JAY FINAL RETAINAGE	90008714	10/14/2025	12,471.12
		Total Paid by Vendor					**26,760.31**
	WEAVER ENVIRONMENTAL SERVICES INC	6010-76-00000-526000-00000000-	APPL#24R JORDAN	POP: 09/22/25-09/30/25 EMERGENCY MANHOLE REHAB	108163	10/14/2025	19,516.17
		Total Paid by Vendor					**19,516.17**
	Total by Fund 6010						**53,692.48**
6020	RICHLAND INDUSTRIES LLC	6020-76-00000-526000-00000000-	69185	POP 7/24/25-9/29/25 PL5 DITCH	108127	10/14/2025	35,725.00
		Total Paid by Vendor					**35,725.00**
	TEMPLETON & ASSOCIATES ENGINEERING SALES INC	6020-76-00000-526000-00000000-	0001973-1	PL1 PRIMARY FACILITY (EXEMPT)	108004	10/7/2025	2,868.40
		Total Paid by Vendor					**2,868.40**
	Total by Fund 6020						**38,593.40**
6030	CORA INC	6030-71-00000-526000-00000000-	461500	POP 9/28/25 PUMPING-ENGINEERING	90008650	10/7/2025	3,500.00
		6030-71-00000-526000-00000000-	461693	POP 9/26/25 PUMPING-ENGINEERING	90008650	10/7/2025	4,375.00
		6030-71-00000-526000-00000000-	461699	POP 9/29/25 PUMPING-ENGINEERING	90008650	10/7/2025	4,375.00

		6030-71-00000-526000-00000000-	461829	POP 10/1/25 PUMPING-ENGINEERING	90008650	10/7/2025	3,850.00
		6030-71-00000-526000-00000000-	461767	POP 10/3/25 -ENGINEERING	90008720	10/14/2025	3,500.00
		6030-71-00000-526000-00000000-	461769	POP 10/5/25 -ENGINEERING	90008720	10/14/2025	3,500.00
		6030-71-00000-526000-00000000-	461771	POP 10/7/25 -ENGINEERING	90008720	10/14/2025	2,625.00
		6030-71-00000-526000-00000000-	461819	POP 10/8/25 -ENGINEERING	90008720	10/14/2025	3,500.00
		6030-71-00000-526000-00000000-	461896	POP 10/8/25 -ENGINEERING	90008720	10/14/2025	3,150.00
		Total Paid by Vendor					**32,375.00**
	CORE & MAIN LP	6030-71-00000-526000-00000000-	X713603	OLD HWY 20 GRAVITY EXTENSION	90008624	10/7/2025	42,759.00
		6030-71-00000-526000-00000000-	X830818	OLD HWY 20 GRAVITY EXTENSION	90008624	10/7/2025	300.00
		Total Paid by Vendor					**43,059.00**
	LANIER FORD SHAVER & PAYNE PC	6030-71-00000-526000-00000000-	261090	POP:09/01/25-10/01/25-LEGAL SVCS,VARIOUS PROJECTS	90008712	10/14/2025	3,207.50
		Total Paid by Vendor					**3,207.50**
	VULCAN MATERIALS CO	6030-71-00000-526000-00000000-	4653427	VARIOUS ENGINEERING PROJECTS (BLANKET)	90008670	10/7/2025	265.49
		Total Paid by Vendor					**265.49**
	Total by Fund 6030						**78,906.99**
6040	GARVER LLC	6040-71-00000-526000-00000000-	23W10115-13	POP:08/09/25-09/19/25-LIMESTONE CTY SS INTERCEPTOR	90008699	10/14/2025	2,367.59
		Total Paid by Vendor					**2,367.59**
	Total by Fund 6040						**2,367.59**
6200	ALL SHARPE INC	6200-55-55200-513030-00000000-	51499	COM TX 101025/51499	108026	10/14/2025	120.00
		Total Paid by Vendor					**120.00**
	AMAZON CAPITAL SERVICES INC	6200-55-55200-515340-00000000-	11HQ-MWXM-FJV4	SUPPLIES FOR SANITATION	90008676	10/14/2025	227.19
		Total Paid by Vendor					**227.19**
	DUTCH OIL COMPANY	6200-55-55200-514010-00000000-	CFN-45128	FUELING TRANS DATED 092925	90008633	10/7/2025	3,047.94
		6200-55-55200-514010-00000000-	CFN-45150	FUELING TRANS DATED 093025	90008633	10/7/2025	3,135.52
		6200-55-55200-514010-00000000-	CFN-45339	FUELING TRANS DATED 100125	90008633	10/7/2025	4,055.59
		6200-55-55200-514010-00000000-	CFN-45350	FUELING TRANS DATED 100225	90008692	10/14/2025	2,762.57
		6200-55-55200-514010-00000000-	CFN-45407	FUELING TRANS DATED 100625	90008692	10/14/2025	3,604.42
		6200-55-55200-514010-00000000-	CFN-45432	FUELING TRANS DATED 100725	90008692	10/14/2025	2,977.16
		6200-55-55200-514010-00000000-	CFN-45440	FUELING TRANS DATED 100825	90008692	10/14/2025	3,837.36
		Total Paid by Vendor					**23,420.56**
	FREIGHTLINER OF ARIZONA LLC	6200-55-55200-513030-00000000-	RA380016235:01	COM TX 100625/RA380016235:01	108009	10/7/2025	7,110.45
		6200-55-55200-513030-00000000-	RA380016235:01	COM TX 100625/RA380016235:01	108009	10/7/2025	4,629.82
		6200-55-55200-513030-00000000-	RA380016235:01	COM TX 100625/RA380016235:01	108009	10/7/2025	500.00
		Total Paid by Vendor					**12,240.27**
	JAMES R HALL	6200-55-55200-513030-00000000-	76483	COM TX 093025/76483	90008656	10/7/2025	375.00
		6200-55-55200-513030-00000000-	77731	COM TX 093025/77731	90008656	10/7/2025	375.00
		6200-55-55200-513030-00000000-	77731	COM TX 093025/77731	90008656	10/7/2025	93.60
		6200-55-55200-513030-00000000-	76988	COM TX 100625/76988	90008656	10/7/2025	375.00
		6200-55-55200-513030-00000000-	76989	COM TX 100625/76989	90008656	10/7/2025	375.00
		6200-55-55200-513030-00000000-	76989	COM TX 100625/76989	90008656	10/7/2025	66.00
		6200-55-55200-513030-00000000-	78301	COM TX 100625/78301	90008656	10/7/2025	375.00
		6200-55-55200-513030-00000000-	78302	COM TX 100625/78302	90008656	10/7/2025	375.00
		6200-55-55200-513030-00000000-	78302	COM TX 100625/78302	90008656	10/7/2025	48.00
		6200-55-55200-513030-00000000-	78802	COM TX 100625/78802	90008656	10/7/2025	375.00
		6200-55-55200-513030-00000000-	78802	COM TX 100625/78802	90008656	10/7/2025	66.00
		Total Paid by Vendor					**2,898.60**
	JEFFREY S CAMPBELL	6200-55-55200-513030-00000000-	02127	COM TX 100825/02127	108084	10/14/2025	1,480.00
		6200-55-55200-513030-00000000-	02127	COM TX 100825/02127	108084	10/14/2025	2,233.54
		6200-55-55200-513030-00000000-	02127	COM TX 100825/02127	108084	10/14/2025	45.00
		Total Paid by Vendor					**3,758.54**
	MADISON COUNTY AUTO PARTS INC	6200-55-55200-513030-00000000-	275854	NAPA TRX DATE 093025	107939	10/7/2025	23.98
		6200-55-55200-513030-00000000-	275854	NAPA TRX DATE 093025	107939	10/7/2025	1,316.46
		6200-55-55200-513030-00000000-	275854	NAPA TRX DATE 093025	107939	10/7/2025	75.00
		6200-55-55200-513030-00000000-	275854	NAPA TRX DATE 093025	107939	10/7/2025	5.54
		6200-55-55200-513030-00000000-	275854	NAPA TRX DATE 093025	107939	10/7/2025	712.03
		6200-55-55200-513030-00000000-	275854	NAPA TRX DATE 093025	107939	10/7/2025	7.47
		6200-55-55200-513030-00000000-	275854	NAPA TRX DATE 093025	107939	10/7/2025	1.97
		6200-55-55200-513030-00000000-	275854	NAPA TRX DATE 093025	107939	10/7/2025	8.37
		6200-55-55200-513030-00000000-	275854	NAPA TRX DATE 093025	107939	10/7/2025	506.46
		6200-55-55200-513030-00000000-	275854	NAPA TRX DATE 093025	107939	10/7/2025	16.80
		6200-55-55200-513030-00000000-	275854	NAPA TRX DATE 093025	107939	10/7/2025	35.30

		6200-55-55200-513030-00000000-	275854	NAPA TRX DATE 093025	107939	10/7/2025	25.80
		6200-55-55200-513030-00000000-	275854	NAPA TRX DATE 093025	107939	10/7/2025	3.35
		6200-55-55200-513030-00000000-	275854	NAPA TRX DATE 093025	107939	10/7/2025	3,791.20
		6200-55-55200-513030-00000000-	275854	NAPA TRX DATE 093025	107939	10/7/2025	175.00
		6200-55-55200-514010-00000000-	275397	FY24 Q4- VARIOUS FLUIDS (BLANKET) - SANITATION	107939	10/7/2025	250.50
		6200-55-55200-513030-00000000-	275897	NAPA TRX DATE 100125	107939	10/7/2025	28.38
		6200-55-55200-513030-00000000-	275897	NAPA TRX DATE 100125	107939	10/7/2025	110.89
		6200-55-55200-513030-00000000-	275897	NAPA TRX DATE 100125	107939	10/7/2025	21.74
		6200-55-55200-513030-00000000-	275897	NAPA TRX DATE 100125	107939	10/7/2025	2.74
		6200-55-55200-513030-00000000-	275897	NAPA TRX DATE 100125	107939	10/7/2025	9.59
		6200-55-55200-513030-00000000-	275897	NAPA TRX DATE 100125	107939	10/7/2025	102.42
		6200-55-55200-513030-00000000-	275897	NAPA TRX DATE 100125	107939	10/7/2025	57.81
		6200-55-55200-513030-00000000-	275897	NAPA TRX DATE 100125	107939	10/7/2025	284.50
		6200-55-55200-513030-00000000-	275938	NAPA TRX DATE 100225	107939	10/7/2025	131.87
		6200-55-55200-513030-00000000-	275938	NAPA TRX DATE 100225	107939	10/7/2025	68.29
		6200-55-55200-513030-00000000-	275938	NAPA TRX DATE 100225	107939	10/7/2025	29.32
		6200-55-55200-513030-00000000-	275938	NAPA TRX DATE 100225	107939	10/7/2025	14.08
		6200-55-55200-513030-00000000-	275938	NAPA TRX DATE 100225	107939	10/7/2025	89.08
		6200-55-55200-513030-00000000-	275938	NAPA TRX DATE 100225	107939	10/7/2025	130.00
		6200-55-55200-513030-00000000-	275938	NAPA TRX DATE 100225	107939	10/7/2025	360.76
		6200-55-55200-513030-00000000-	275938	NAPA TRX DATE 100225	107939	10/7/2025	65.81
		6200-55-55200-513030-00000000-	275938	NAPA TRX DATE 100225	107939	10/7/2025	16.53
		6200-55-55200-513030-00000000-	275938	NAPA TRX DATE 100225	107939	10/7/2025	188.59
		6200-55-55200-513030-00000000-	275986	NAPA TRX DATE 100325	107939	10/7/2025	73.01
		6200-55-55200-513030-00000000-	275986	NAPA TRX DATE 100325	107939	10/7/2025	59.48
		6200-55-55200-513030-00000000-	275986	NAPA TRX DATE 100325	107939	10/7/2025	62.61
		6200-55-55200-513030-00000000-	275986	NAPA TRX DATE 100325	107939	10/7/2025	101.28
		6200-55-55200-513030-00000000-	275986	NAPA TRX DATE 100325	107939	10/7/2025	74.61
		6200-55-55200-513030-00000000-	275986	NAPA TRX DATE 100325	107939	10/7/2025	17.67
		6200-55-55200-513030-00000000-	275986	NAPA TRX DATE 100325	107939	10/7/2025	74.61
		6200-55-55200-513030-00000000-	275986	NAPA TRX DATE 100325	107939	10/7/2025	113.17
		6200-55-55200-513030-00000000-	275986	NAPA TRX DATE 100325	107939	10/7/2025	62.61
		6200-55-55200-513030-00000000-	275986	NAPA TRX DATE 100325	107939	10/7/2025	18.60
		6200-55-55200-513030-00000000-	275986	NAPA TRX DATE 100325	107939	10/7/2025	20.58
		6200-55-55200-513030-00000000-	275986	NAPA TRX DATE 100325	107939	10/7/2025	16.53
		6200-55-55200-513030-00000000-	275986	NAPA TRX DATE 100325	107939	10/7/2025	14.80
		6200-55-55200-513030-00000000-	275986	NAPA TRX DATE 100325	107939	10/7/2025	73.91
		6200-55-55200-513030-00000000-	275986	NAPA TRX DATE 100325	107939	10/7/2025	69.56
		6200-55-55200-513030-00000000-	276030	NAPA TRX DATE 100625	107939	10/7/2025	11.37
		6200-55-55200-513030-00000000-	276030	NAPA TRX DATE 100625	107939	10/7/2025	76.42
		6200-55-55200-513030-00000000-	276030	NAPA TRX DATE 100625	107939	10/7/2025	2.58
		6200-55-55200-513030-00000000-	276030	NAPA TRX DATE 100625	107939	10/7/2025	322.34
		6200-55-55200-513030-00000000-	276030	NAPA TRX DATE 100625	107939	10/7/2025	62.03
		6200-55-55200-513030-00000000-	276030	NAPA TRX DATE 100625	107939	10/7/2025	11.66
		6200-55-55200-513030-00000000-	276030	NAPA TRX DATE 100625	107939	10/7/2025	8.19
		6200-55-55200-513030-00000000-	276030	NAPA TRX DATE 100625	107939	10/7/2025	95.20
		6200-55-55200-513030-00000000-	276080	NAPA TRX DATE 100725	108091	10/14/2025	503.90
		6200-55-55200-513030-00000000-	276080	NAPA TRX DATE 100725	108091	10/14/2025	1.97
		6200-55-55200-513030-00000000-	276080	NAPA TRX DATE 100725	108091	10/14/2025	38.57
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		6200-55-55200-513030-00000000-	276080	NAPA TRX DATE 100725	108091	10/14/2025	338.59
		6200-55-55200-513030-00000000-	276125	NAPA TRX DATE 100825	108091	10/14/2025	110.85
		6200-55-55200-513030-00000000-	276125	NAPA TRX DATE 100825	108091	10/14/2025	15.00
		6200-55-55200-513030-00000000-	276125	NAPA TRX DATE 100825	108091	10/14/2025	97.06
		6200-55-55200-513030-00000000-	276125	NAPA TRX DATE 100825	108091	10/14/2025	7.05
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		6200-55-55200-513030-00000000-	276125	NAPA TRX DATE 100825	108091	10/14/2025	24.28
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		6200-55-55200-513030-00000000-	276125	NAPA TRX DATE 100825	108091	10/14/2025	2,246.84
		6200-55-55200-513030-00000000-	276179	NAPA TRX DATE 100925	108091	10/14/2025	25,523.84

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	6200-55-55200-513030-00000000-	276179	NAPA TRX DATE 100925	108091	10/14/2025	43.90
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	6200-55-55200-513030-00000000-	276179	NAPA TRX DATE 100925	108091	10/14/2025	15.00
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	6200-55-55200-513030-00000000-	276179	NAPA TRX DATE 100925	108091	10/14/2025	16.36
	6200-55-55200-513030-00000000-	276215	NAPA TRX DATE 101025	108091	10/14/2025	43.80
	6200-55-55200-513030-00000000-	276215	NAPA TRX DATE 101025	108091	10/14/2025	60.72
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	6200-55-55200-513030-00000000-	276215	NAPA TRX DATE 101025	108091	10/14/2025	320.42
	6200-55-55200-513030-00000000-	276266	NAPA TRX DATE 101325	108091	10/14/2025	7.05
	Total Paid by Vendor					**41,649.01**
REPUBLIC SERVICES INC	6200-55-55200-515730-00000000-	0979-001180957	POP 9/1/25-9/30/25 FY25 HHA TIPPING FEES	107986	10/7/2025	44,320.00
	Total Paid by Vendor					**44,320.00**
S & S FIRESTONE INC	6200-55-55200-513030-00000000-	4230025461	COM TX 093025/4230025461	90008616	10/7/2025	85.00
	6200-55-55200-513030-00000000-	4230025461	COM TX 093025/4230025461	90008616	10/7/2025	28.00
	6200-55-55200-513030-00000000-	4230025463	COM TX 093025/4230025463	90008616	10/7/2025	85.00
	6200-55-55200-513030-00000000-	4230025463	COM TX 093025/4230025463	90008616	10/7/2025	56.00
	6200-55-55200-513030-00000000-	4230025466	COM TX 093025/4230025466	90008616	10/7/2025	28.00
	6200-55-55200-513030-00000000-	4230025467	COM TX 093025/4230025467	90008616	10/7/2025	56.00
	6200-55-55200-513030-00000000-	4230025468	COM TX 093025/4230025468	90008616	10/7/2025	84.00
	6200-55-55200-513030-00000000-	4230025470	COM TX 093025/4230025470	90008616	10/7/2025	56.00
	6200-55-55200-513030-00000000-	4230025471	COM TX 093025/4230025471	90008616	10/7/2025	56.00
	6200-55-55200-513030-00000000-	4230025472	COM TX 093025/4230025472	90008616	10/7/2025	112.00
	6200-55-55200-513030-00000000-	4230025529	COM TX 093025/4230025529	90008616	10/7/2025	85.00
	6200-55-55200-513030-00000000-	4230025529	COM TX 093025/4230025529	90008616	10/7/2025	76.00
	6200-55-55200-513030-00000000-	4230025529	COM TX 093025/4230025529	90008616	10/7/2025	1,054.72
	6200-55-55200-513030-00000000-	4230025648	COM TX 100625/4230025648	90008616	10/7/2025	85.00
	6200-55-55200-513030-00000000-	4230025648	COM TX 100625/4230025648	90008616	10/7/2025	28.00
	6200-55-55200-513030-00000000-	4230025680	COM TX 100625/4230025680	90008616	10/7/2025	85.00
	6200-55-55200-513030-00000000-	4230025680	COM TX 100625/4230025680	90008616	10/7/2025	56.00
	6200-55-55200-513030-00000000-	4230025681	COM TX 100625/4230025681	90008616	10/7/2025	38.00
	6200-55-55200-513030-00000000-	4230025682	COM TX 100625/4230025682	90008616	10/7/2025	28.00
	6200-55-55200-513030-00000000-	4230025683	COM TX 100625/4230025683	90008616	10/7/2025	56.00
	6200-55-55200-513030-00000000-	4230025684	COM TX 100625/4230025684	90008616	10/7/2025	56.00
	6200-55-55200-513030-00000000-	4230025685	COM TX 100625/4230025685	90008616	10/7/2025	112.00
	6200-55-55200-513030-00000000-	4230025686	COM TX 100625/4230025686	90008616	10/7/2025	56.00
	6200-55-55200-513030-00000000-	4230025687	COM TX 100625/4230025687	90008616	10/7/2025	56.00
	6200-55-55200-513030-00000000-	4230025688	COM TX 100625/4230025688	90008616	10/7/2025	76.00
	6200-55-55200-513030-00000000-	4230025688	COM TX 100625/4230025688	90008616	10/7/2025	28.00
	6200-55-55200-513030-00000000-	4230025898	COM TX 101025/4230025898	90008680	10/14/2025	85.00

		6200-55-55200-513030-00000000-	4230025898	COM TX 101025/4230025898	90008680	10/14/2025	33.00
		6200-55-55200-513030-00000000-	4230025901	COM TX 101025/4230025901	90008680	10/14/2025	85.00
		6200-55-55200-513030-00000000-	4230025901	COM TX 101025/4230025901	90008680	10/14/2025	28.00
		6200-55-55200-513030-00000000-	4230025901	COM TX 101025/4230025901	90008680	10/14/2025	235.00
		6200-55-55200-513030-00000000-	4230025927	COM TX 101025/4230025927	90008680	10/14/2025	28.00
		6200-55-55200-513030-00000000-	4230025927	COM TX 101025/4230025927	90008680	10/14/2025	85.00
		6200-55-55200-513030-00000000-	4230025928	COM TX 101025/4230025928	90008680	10/14/2025	112.00
		6200-55-55200-513030-00000000-	4230025929	COM TX 101025/4230025929	90008680	10/14/2025	28.00
		6200-55-55200-513030-00000000-	4230025930	COM TX 101025/4230025930	90008680	10/14/2025	56.00
		6200-55-55200-513030-00000000-	4230025931	COM TX 101025/4230025931	90008680	10/14/2025	56.00
		6200-55-55200-513030-00000000-	4230025932	COM TX 101025/4230025932	90008680	10/14/2025	85.00
		6200-55-55200-513030-00000000-	4230025932	COM TX 101025/4230025932	90008680	10/14/2025	56.00
		6200-55-55200-513030-00000000-	4230025933	COM TX 101025/4230025933	90008680	10/14/2025	112.00
		6200-55-55200-513030-00000000-	4230025934	COM TX 101025/4230025934	90008680	10/14/2025	28.00
		6200-55-55200-513030-00000000-	4230025935	COM TX 101025/4230025935	90008680	10/14/2025	56.00
		6200-55-55200-513030-00000000-	4230025936	COM TX 101025/4230025936	90008680	10/14/2025	33.00
		6200-55-55200-513030-00000000-	4230025937	COM TX 101025/4230025937	90008680	10/14/2025	38.00
		6200-55-55200-513030-00000000-	4230025938	COM TX 101025/4230025938	90008680	10/14/2025	38.00
		6200-55-55200-513030-00000000-	4230025939	COM TX 101025/4230025939	90008680	10/14/2025	85.00
		6200-55-55200-513030-00000000-	4230025939	COM TX 101025/4230025939	90008680	10/14/2025	38.00
		6200-55-55200-513030-00000000-	4230025940	COM TX 101025/4230025940	90008680	10/14/2025	33.00
		6200-55-55200-513030-00000000-	4230025941	COM TX 101025/4230025941	90008680	10/14/2025	38.00
		Total Paid by Vendor					**4,092.72**
	SOLID WASTE DISPOSAL AUTHORITY	6200-55-55200-515730-00000000-	CM300908084	CREDIT FOR PO 20250056	90008661	10/7/2025	-1,062.58
		6200-55-55200-515730-00000000-	T1008700	POP 9/1/25-9/30/25 SOLID WASTE TIPPING	90008661	10/7/2025	282,364.57
		Total Paid by Vendor					**281,301.99**
	TIMOTHY BEVERLY	6200-55-55200-513030-00000000-	25266	COM TX 101025/25266	108038	10/14/2025	100.00
		Total Paid by Vendor					**100.00**
	WH THOMAS OIL CO INC	6200-55-55200-514010-00000000-	619792	POP 10/9/25 SANITATION HYDRAULIC FLUID	90008747	10/14/2025	2,152.80
		Total Paid by Vendor					**2,152.80**
	Total by Fund 6200						**416,281.68**
7000	BLUE CROSS AND BLUE SHIELD OF ALABAMA	7000-16-00000-517010-00000000-	HEALTH CLM 9/29-10/3	POP: 9/29/25-10/03/25 HEALTH CLAIMS	90008617	10/7/2025	98,838.67
		7000-16-00000-517015-00000000-	HEALTH CLM 9/29-10/3	POP: 9/29/25-10/03/25 HEALTH CLAIMS	90008617	10/7/2025	37,529.95
		7000-16-00000-517025-00000000-	HEALTH CLM 9/29-10/3	POP: 9/29/25-10/03/25 HEALTH CLAIMS	90008617	10/7/2025	181.07
		7000-16-00000-517010-00000000-	HEALTH CLMS 10/6-10	POP: 10/06/25-10/10/25 HEALTH CLAIMS	90008681	10/14/2025	82,632.96
		7000-16-00000-517015-00000000-	HEALTH CLMS 10/6-10	POP: 10/06/25-10/10/25 HEALTH CLAIMS	90008681	10/14/2025	50,323.74
		7000-16-00000-517025-00000000-	HEALTH CLMS 10/6-10	POP: 10/06/25-10/10/25 HEALTH CLAIMS	90008681	10/14/2025	83.88
		7000-16-00000-517015-00000000-	HEALTH CLMS 10/6-10	POP: 10/06/25-10/10/25 HEALTH CLAIMS	90008681	10/14/2025	1,763.01
		7000-16-00000-517015-00000000-	HEALTH CLMS 10/6-10	POP: 10/06/25-10/10/25 HEALTH CLAIMS	90008681	10/14/2025	-3,034.57
		7000-16-00000-517020-00000000-	HEALTH CLMS 10/6-10	POP: 10/06/25-10/10/25 HEALTH CLAIMS	90008681	10/14/2025	15,351.30
		7000-00-00000-425139-00000000-	HEALTH CLMS 10/6-10	POP: 10/06/25-10/10/25 HEALTH CLAIMS	90008681	10/14/2025	-223,659.21
		Total Paid by Vendor					**60,010.80**
	Total by Fund 7000						**60,010.80**
Grand Total							**20,495,432.55**

VENDOR	ACCOUNT	CK NUM	CK DATE	CK RUN	CK AMT	PAYEE
1 CLAIM PAYMENTS	0001-00-00000-110004-00000000-	107898	10/7/2025	100725A	768.18	ELIZABETH HORTON
	0001-00-00000-110004-00000000-					
2 REFUND PAYMENTS	0001-00-00000-110004-00000000-	108124	10/14/2025	101425A	12,000.26	PRECISION VALVE & AUTOMOTION, INC.
	0001-00-00000-110004-00000000-	108123	10/14/2025	101425A	6,197.73	MILLIKEN & COMPANY
	0001-00-00000-110004-00000000-	108122	10/14/2025	101425A	2,000.00	DEONTAE T. ROBINSON
	0001-00-00000-110004-00000000-	108121	10/14/2025	101425A	1,425.78	TERIYAKI EXPRESS LLC
	0001-00-00000-110004-00000000-	108120	10/14/2025	101425A	1,100.00	ADAM C. TOLOMEI
	0001-00-00000-110004-00000000-	108119	10/14/2025	101425A	1,000.00	DONALD L. VANCE
	0001-00-00000-110004-00000000-	108118	10/14/2025	101425A	596.00	BRENDA P. CHAVEZ
	0001-00-00000-110004-00000000-	108117	10/14/2025	101425A	500.00	LIBERTY BAIL BOND CO INC
	0001-00-00000-110004-00000000-	108116	10/14/2025	101425A	300.00	ORLANDA A. BATTLE
	0001-00-00000-110004-00000000-	108115	10/14/2025	101425A	200.00	TURKEISHA D. SMITH
	0001-00-00000-110004-00000000-	108114	10/14/2025	101425A	3,926.94	INDIAN PALACE, LLC
	0001-00-00000-110004-00000000-	108113	10/14/2025	101425A	1,800.00	JAMES GRAVES
	0001-00-00000-110004-00000000-	107985	10/07/2025	100725A	7.02	YELLOW ROSE STEEL FABRICATORS, INC
	0001-00-00000-110004-00000000-	107984	10/07/2025	100725A	100.00	WSS HUNTSVILLE, LLC
	0001-00-00000-110004-00000000-	107983	10/07/2025	100725A	160.50	WILLIAM TATUM
	0001-00-00000-110004-00000000-	107982	10/07/2025	100725A	582.75	WHITESBURG SNF OPERATIONS LLC
	0001-00-00000-110004-00000000-	107981	10/07/2025	100725A	750.00	WALTER BURNS
	0001-00-00000-110004-00000000-	107980	10/07/2025	100725A	5,248.79	ROSS DRESS FOR LESS, INC
	0001-00-00000-110004-00000000-	107979	10/07/2025	100725A	36.00	RICHARD BUSH
	0001-00-00000-110004-00000000-	107978	10/07/2025	100725A	199.00	RAYNALDO G. TORRES
	0001-00-00000-110004-00000000-	107977	10/07/2025	100725A	4,046.00	NATIONAL MACHINE PRODUCTS, LLC
	0001-00-00000-110004-00000000-	107976	10/07/2025	100725A	175.00	MEKYOUNG VANBUREN
	0001-00-00000-110004-00000000-	107975	10/07/2025	100725A	1,000.00	MALCOLM R. BROWN
	0001-00-00000-110004-00000000-	107974	10/07/2025	100725A	1,000.00	KELLEY M. STRAIN
	0001-00-00000-110004-00000000-	107973	10/07/2025	100725A	309.00	JOSUE R. VALLE ROSARIO
	0001-00-00000-110004-00000000-	107972	10/07/2025	100725A	100.00	JAMES A. BELL
	0001-00-00000-110004-00000000-	107971	10/07/2025	100725A	111.00	JAMES A. BELL
	0001-00-00000-110004-00000000-	107970	10/07/2025	100725A	179.00	DAIONTRELLE T. HUBBARD
	0001-00-00000-110004-00000000-	107969	10/07/2025	100725A	2,000.00	CHRISTOPHER M. FLETCHER
	0001-00-00000-110004-00000000-	107968	10/07/2025	100725A	11.00	CAYLA KOREN CORBIN
	0001-00-00000-110004-00000000-	107967	10/07/2025	100725A	500.00	BENJAMIN G. DOLLARHIDE
	0001-00-00000-110004-00000000-	107966	10/07/2025	100725A	702.00	VICTOR DARDIN
	0001-00-00000-110004-00000000-	107965	10/07/2025	100725A	166.42	KNAPP ORTHODONTICS, LLC
	0001-00-00000-110004-00000000-	107964	10/07/2025	100725A	175.00	JACKIE MILLER
	0001-00-00000-110004-00000000-	107963	10/07/2025	100725A	50.00	GRILL & SMOKE BBQ STORE, LLC
	0001-00-00000-110004-00000000-	107962	10/07/2025	100725A	3,573.00	EAGLE AUTOMOTIVE, LLC
	0001-00-00000-110004-00000000-	107961	10/07/2025	100725A	2,139.68	DOSTER CONSTRUCTION CO. INC
	0001-00-00000-110004-00000000-	107960	10/07/2025	100725A	9.05	DIRECT CHASSIS LINKS, INC
	0001-00-00000-110004-00000000-	107959	10/07/2025	100725A	160.50	AMBER D. COURTNEY
	0001-00-00000-110004-00000000-					
3 REIMBURSEMENT PAYMENTS	0001-00-00000-110004-00000000-					

PRJ 10/01/25-10/14/25

FUND	0001	(Should only be fund "0001")

Sum of JOURNAL AMOUNT		Column Labels	
Row Labels	**DT FUND**	**09/30/25**	**Grand Total**
101000	1000	$4,877,204.19	$4,877,204.19
101005	1000	($1,511,225.44)	($1,511,225.44)
102000	1000	$233,770.91	$233,770.91
102100	1000	$63,975.09	$63,975.09
103900	1000	$31,304.44	$31,304.44
103910	1000	$57,272.79	$57,272.79
103930	1000	$47,902.32	$47,902.32
106000	1000	$486,150.82	$486,150.82
106200	1000	$386,917.56	$386,917.56
110004	1000	($4,673,272.68)	($4,673,272.68)
Grand Total		**$0.00**	**$0.00**

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** 2025-978

Department: Finance

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

Ordinance approving appropriations, goods, or services for District 2 Council Improvement Funds.

Ordinance No.

Finance Information:

Account Number: 3020-11-11200-515030-00000000-

City Cost Amount: $ 90,000.00

Total Cost: $

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: 800 Regal Drive, Huntsville, AL 35801 and 515 Sparkman Drive, Huntsville, AL 35810
District: District 1 ☐ District 2 ☒ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
District 2 - Little

$15,000.00 - Appropriation to Huntsville Ballet to provide funding for performances, education, and outreach programs.

$75,000.00 - Appropriation to HEALS, Inc. to support the delivery of medical, dental, and optometry care to impoverished children in Huntsville.

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** TMP-6142

Department: Finance

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

Ordinance approving appropriations, goods, or services for District 2 Council Improvement Funds.

Ordinance No.

Finance Information:

Account Number: 3020-11-11200-515030-00000000-

City Cost Amount: $ 90,000.00

Total Cost: $

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: 800 Regal Drive, Huntsville, AL 35801 and 515 Sparkman Drive, Huntsville, AL 35810
District: District 1 ☐ District 2 ☒ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
District 2 - Little

$15,000.00 - Appropriation to Huntsville Ballet to provide funding for performances, education, and outreach programs.

$75,000.00 - Appropriation to HEALS, Inc. to support the delivery of medical, dental, and optometry care to impoverished children in Huntsville.

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. 25-744, adopted and approved on September 25, 2025, is hereby amended, if appropriate, by the following approved purchases:

District 2 – Little

$15,000.00 – Appropriation to Huntsville Ballet to provide funding for performances, education, and outreach programs.

$75,000.00 – Appropriation to HEALS, Inc. to support the delivery of medical, dental, and optometry care to impoverished children in Huntsville.

ADOPTED this the 23rd day of October, 2025.

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

APPROVED this the 23rd day of October, 2025.

_____
Mayor of the City of
Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** 2025-979

Department: City Council

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

Ordinance approving appropriations, goods, or services for District 3 Council Improvement Funds.

Ordinance No.

Finance Information:

Account Number: 302011-11300-515030-00000000-

City Cost Amount: $ 5,000.00

Total Cost: $ 5,000.00

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: 800 Regal Drive, Huntsville, AL 35801
District: District 1 ☐ District 2 ☐ District 3 ☒ District 4 ☐ District 5 ☐

Additional Comments:
District 3 - Robinson

$5,000.00 - Appropriation to Huntsville Ballet to provide funding for performances, education, and outreach programs.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** TMP-6148

Department: City Council

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

Ordinance approving appropriations, goods, or services for District 3 Council Improvement Funds.

Ordinance No.

Finance Information:

Account Number: 302011-11300-515030-00000000-

City Cost Amount: $ 5,000.00

Total Cost: $ 5,000.00

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: 800 Regal Drive, Huntsville, AL 35801
District: District 1 ☐ District 2 ☐ District 3 ☒ District 4 ☐ District 5 ☐

Additional Comments:
District 3 - Robinson

$5,000.00 - Appropriation to Huntsville Ballet to provide funding for performances, education, and outreach programs.

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. 25-744, adopted and approved on September 25, 2025, is hereby amended, if appropriate, by the following approved purchases:

District 3 – Robinson

$5,000.00 – Appropriation to Huntsville Ballet to provide funding for performances, education, and outreach programs.

ADOPTED this the 23rd day of October, 2025.

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

APPROVED this the 23rd day of October, 2025.

_____
Mayor of the City of
Huntsville, Alabama

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** 2025-980

Department: Finance

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

Ordinance approving appropriations, goods, or services for District 4 Council Improvement Funds.

Ordinance No.

Finance Information:

Account Number: 3020-11-11400-515030-00000000-

City Cost Amount: $ 15,000.00

Total Cost: $ 15,000.00

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: 127 Washington St NE, Huntsville, AL 35801; 694 Chase Road, Huntsville, AL 35811; PO Box 10, Ryland, AL 35767

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

Additional Comments:

District 4 - Kling

$5,000.00 - Appropriation to Downtown Huntsville, Inc. to provide funding for promotional expenses.

$5,000.00 - Appropriation to the North Alabama Railroad Museum, Inc. to provide funding for facility repairs and support complimentary railroad train rides for the community.

$5,000.00 - Appropriation to the Fraternal Order of Police Foundation to provide funding for the Fallen Officer Memorial service.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** TMP-6174

Department: Finance

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

Ordinance approving appropriations, goods, or services for District 4 Council Improvement Funds.

Ordinance No.

Finance Information:

Account Number: 3020-11-11400-515030-00000000-

City Cost Amount: $ 15,000.00

Total Cost: $ 15,000.00

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: 127 Washington St NE, Huntsville, AL 35801; 694 Chase Road, Huntsville, AL 35811; PO Box 10, Ryland, AL 35767

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

Additional Comments:

District 4 - Kling

$5,000.00 - Appropriation to Downtown Huntsville, Inc. to provide funding for promotional expenses.

$5,000.00 - Appropriation to the North Alabama Railroad Museum, Inc. to provide funding for facility repairs and support complimentary railroad train rides for the community.

$5,000.00 - Appropriation to the Fraternal Order of Police Foundation to provide funding for the Fallen Officer Memorial service.

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. 25-744, adopted and approved on September 25, 2025, is hereby amended, if appropriate, by the following approved purchases:

District 4 – Kling

$5,000.00 – Appropriation to Downtown Huntsville, Inc. to provide funding for promotional expenses.

$5,000.00 – Appropriation to the North Alabama Railroad Museum, Inc. to provide funding for facility repairs and support complimentary railroad train rides for the community.

$5,000.00 – Appropriation to the Fraternal Order of Police Foundation to provide funding for the Fallen Officer Memorial service.

ADOPTED this the 23rd day of October, 2025.

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

APPROVED this the 23rd day of October, 2025.

_____
Mayor of the City of
Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** 2025-981

Department: Finance

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

Ordinance approving appropriations, goods, or services for District 5 Council Improvement Funds.

Ordinance No.

Finance Information:

Account Number: 3020-11-11500-515030-00000000-

City Cost Amount: $ 11,000.00

Total Cost: $ 11,000.00

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: 300 Explorer Drive NW, Huntsville, AL 35806 and PO Box 763, Huntsville, AL 35804
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☒

Additional Comments:
District 5 - Meredith

$6,000.00 - Appropriation to Columbia High School Wrestling to provide financial support for equipment and participation fees.

$5,000.00 - Appropriation to The Schools Foundation to support principals, teachers, and students in Huntsville City Schools.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** TMP-6143

Department: Finance

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

Ordinance approving appropriations, goods, or services for District 5 Council Improvement Funds.

Ordinance No.

Finance Information:

Account Number: 3020-11-11500-515030-00000000-

City Cost Amount: $ 11,000.00

Total Cost: $ 11,000.00

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: 300 Explorer Drive NW, Huntsville, AL 35806 and PO Box 763, Huntsville, AL 35804
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☒

Additional Comments:
District 5 - Meredith

$6,000.00 - Appropriation to Columbia High School Wrestling to provide financial support for equipment and participation fees.

$5,000.00 - Appropriation to The Schools Foundation to support principals, teachers, and students in Huntsville City Schools.

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. 25-744, adopted and approved on September 25, 2025, is hereby amended, if appropriate, by the following approved purchases:

District 5 – Meredith

$6,000.00 – Appropriation to Columbia High School Wrestling to provide financial support for equipment and participation fees.

$5,000.00 – Appropriation to The Schools Foundation to support principals, teachers, and students in Huntsville City Schools.

ADOPTED this the 23rd day of October, 2025.

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

APPROVED this the 23rd day of October, 2025.

_____
Mayor of the City of
Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** 2025-982

Department: City Council

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

Resolution to reappoint Kelsey Smith to the Huntsville Ice Skating Complex Board of Control, Position 5 (his current seat), for a three (3) year term to expire November 21, 2028. (Nominated October 9, 2025, Regular Council Meeting)

Resolution No. 25-795

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

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** TMP-6158

Department: City Council

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

Resolution to reappoint Kelsey Smith to the Huntsville Ice Skating Complex Board of Control, Position 5 (his current seat), for a three (3) year term to expire November 21, 2028.

Resolution No. 25-795

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 Ice Skating Complex Board of Control, Position 5, due to the expiration of the term of Kelsey Smith.

NOW, THEREFORE, BE IT RESOLVED that Kelsey Smith is hereby appointed to fill said vacancy, said appointment to become effective on November 22, 2025, and expiring on November 21, 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

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** 2025-983

Department: City Council

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

Resolution to reappoint Kristin Wilson to the Huntsville Tennis Center Board of Control, Place 4 (her current seat), for a three (3) year term to expire November 28, 2028. (Nominated on October 9, 2025, Regular Council Meeting)

Resolution No. 25-796

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

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** TMP-6159

Department: City Council

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

Resolution to reappoint Kristin Wilson to the Huntsville Tennis Center Board of Control, Place 4 (her current seat), for a three (3) year term to expire November 28, 2028. (Nominated on October 9, 2025, Regular Council Meeting)

Resolution No. 25-796

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 Tennis Center Board of Control, Place 4, due to the expiration of the term of Kristin Wilson.

NOW, THEREFORE, BE IT RESOLVED that Kristin Wilson is hereby appointed to fill said vacancy, said appointment to become effective on November 29, 2025 and expiring on November 28, 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

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** 2025-984

Department: City Council

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

Resolution to reappoint Harold Weatherly to the Huntsville Tennis Center Board of Control, Place 1 (his current seat), for a three (3) year term to expire November 28, 2028. (Nominated on October 9, 2025, Regular Council Meeting)

Resolution No. 25-797

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

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** TMP-6160

Department: City Council

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

Resolution to reappoint Harold Weatherly to the Huntsville Tennis Center Board of Control, Place 1 (his current seat), for a three (3) year term to expire November 28, 2028. (Nominated on October 9, 2025, Regular Council Meeting)

Resolution No. 25-797

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 Tennis Center Board of Control, Place 1, due to the expiration of the term of Harold Weatherly.

NOW, THEREFORE, BE IT RESOLVED that Harold Weatherly is hereby appointed to fill said vacancy, said appointment to become effective on November 29, 2025 and expiring on November 28, 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

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** 2025-985

Department: City Council

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

Resolution to reappoint Thomas Holliday to the Huntsville Ice Skating Complex Board of Control, Position 1 (his current seat), for a three (3) year term to expire November 21, 2028. (Nominated on October 9, 2025, Regular Council Meeting)

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

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** TMP-6126

Department: City Council

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

Resolution to reappoint Thomas Holliday to the Huntsville Ice Skating Complex Board of Control, Position 1 (his current seat), for a three (3) year term to expire November 21, 2028. (Nominated on October 9, 2025, Regular Council Meeting)

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 Ice Skating Complex Board of Control of the City of Huntsville due to the expiration of the term of Thomas Holliday, Position 1.

NOW, THEREFORE, BE IT RESOLVED that Thomas Holliday is hereby appointed to fill said vacancy, said appointment to become effective on November 22, 2025 and expiring on November 21, 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

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** 2025-986

Department: City Council

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

Resolution to reappoint Loyd H. Little to the Special Care Facilities Financing Authority - Redstone Village to his current seat for a six (6) year term to expire November 10, 2031.

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 Special Care Facilities Financing Authority - Redstone Village, due to the expiration of the term of Loyd H. Little.

NOW, THEREFORE, BE IT RESOLVED that Loyd H. Little is hereby reappointed to fill said vacancy, said appointment to become effective on November 11, 2025 and expiring on November 10, 2031.

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

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** 2025-987

Department: City Council

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

Resolution to reappoint Cindy Griner to the Burritt Memorial Committee, Place 10 (her current seat), for a three (3) year term to expire October 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

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** TMP-6168

Department: City Council

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

Resolution to reappoint Cindy Griner to the Burritt Memorial Committee, Place 10 (her current seat), for a three (3) year term to expire October 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, or will exist, on the Burritt Memorial Committee, Place 10, due to expiration of the term of Cindy Griner.

NOW, THEREFORE, BE IT RESOLVED that Cindy Griner is hereby reappointed to fill said vacancy, said appointment to become effective on October 23, 2025, and expiring on October 1, 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

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** 2025-988

Department: City Council

Subject: **Type of Action:** Nomination

Nomination to appoint Ray White to Wellstone Inc., Place 7, to fill a vacancy due to the passing of Sidney White, for the remainder of a vacant six (6) year term to expire on April 1, 2029.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:
N/A

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** TMP-6134

Department: City Council

Subject: **Type of Action:** Nomination

Nomination to appoint Ray White to Wellstone Inc., Place 7, to fill a vacancy due to the passing of Sidney White, for the remainder of a vacant six (6) year term to expire on April 1, 2029.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:
N/A

RESOLUTION NO. 25 -

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

WHEREAS, a vacancy exists, or will exist, on Wellstone, Inc., Place 7, due to the passing of Sidney White.

NOW, THEREFORE, BE IT RESOLVED that Ray White is hereby appointed to fill said vacancy, said appointment to become effective on November 6, 2025, and expiring on April 1, 2029

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

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** 2025-989

Department: Planning

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

Ordinance annexing 4.91 acres of land lying on the east side of Hillcrest Avenue NW and north of US Hwy 72 W. (Introduced October 9, 2025, Regular Council Meeting)

Ordinance No. 25-824

Does this item need to be published? **Yes**

If yes, please list preferred date(s) of publication: October 29, 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: 6660 Hwy 72 W, Huntsville, AL 35806
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/9/2025 **File ID:** TMP-6071

Department: Planning

Subject: **Type of Action:** Introduction

Introduction of an ordinance annexing 4.91 acres of land lying on the east side of Hillcrest Avenue NW and north of US Hwy 72 W.

Ordinance No.

Does this item need to be published? **Yes**

If yes, please list preferred date(s) of publication: October 29, 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: 6660 Hwy 72 W, Huntsville, AL 35806
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

ORDINANCE NO. 25-

WHEREAS, Schreiner Development, LLC, by Sally S. Lambert, as its Manager, being the owner, as the term is defined by Section 11-42-20, Code of Alabama 1975, of all the property or territory hereinafter particularly described (which property or territory is hereinafter referred to as "the Property"), filed with the City Clerk-Treasurer of the City of Huntsville, Alabama, a signed and written petition requesting that the Property be annexed to the City of Huntsville, Alabama, which petition is on file with the City Clerk-Treasurer of the City of Huntsville, Alabama; and

WHEREAS, said petition contained the signature of the owner of the Property, and filed together with said petition was a map showing the relationship of the Property to the corporate limits of the City of Huntsville, Alabama, which map is attached hereto and incorporated herein by reference; and

WHEREAS, the Property is contiguous to the present city limits of the City of Huntsville, Alabama, and the Property does not lie within the corporate limits or police jurisdiction of any other municipality; and

WHEREAS, the City Council of the City of Huntsville, Alabama, has determined that it is necessary and proper and in the public interest that the Property be brought within the corporate limits of the City of Huntsville, Alabama, and has further determined that all legal requirements for annexing the Property have been met pursuant to Sections 11-42-20 through 11-42-24, Code of Alabama 1975.

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

1. That the City Council of the City of Huntsville, Alabama hereby finds that it is necessary and proper and in the public interest that the Property be brought within the corporate limits of the City of Huntsville, Alabama, and assents to the annexation of the Property to the City of Huntsville, Alabama;

2. That the corporate limits of the City of Huntsville, Alabama, be, and the same are hereby extended and rearranged so as to embrace and include the Property, which is particularly described as follows:

> All that part of Sections 25 and 26, Township 03 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 26; thence from the Point of Commencement, North 09 Degrees 47 Minutes 20 Seconds East, 2508.66 feet to a point; said point is further described as being the Point of Beginning; thence from the Point of Beginning, North 68 Degrees 48 Minutes 03 Seconds West, 679.97 feet to a point; thence North 39 Degrees 25 Minutes 55 Seconds East, 82.94 feet to a point; thence South 66 Degrees 44 Minutes 15 Seconds East, 39.37 feet to a point; thence North 40 Degrees 44 Minutes 03 Seconds East, 122.95 feet to a point; thence North 65 Degrees

34 Minutes 22 Seconds East, 137.15 feet to a point; thence North 59 Degrees 06 Minutes 59 Seconds East, 385.97 feet to a point; thence South 14 Degrees 08 Minutes 21 Seconds East, 57.04 feet to a point; thence South 00 Degrees 30 Minutes 15 Seconds West, 587.10 feet back to the Point of Beginning and containing 4.91 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-Treasurer of the City of Huntsville, Alabama, are hereby authorized, requested, and directed for and on behalf of the governing body of the City to file a description of the property or territory herein annexed in the Office of the Judge of Probate of Madison County, Alabama.

ADOPTED this the _____ day of _____, 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: Schreiner Development, LLC, by Sally S. Lambert, as its Manager (hereinafter referred to as "the petitioner")

A. The Petitioner do hereby sign and file with the City Clerk of the City of Huntsville, Alabama, this written petition requesting that the real property or territory hereinafter described, which real property or territory is hereinafter referred to as "the Property", be annexed to the City of Huntsville, Alabama, under the authority of and pursuant to Sections 11-42-20 through 11-42-24 of the Code of Alabama 1975; and in support thereof do hereby certify as follows:

1. That the Petitioner is the owner of the Property, as the term "owner" is defined by Section 11-42-20, Code of Alabama 1975.

2. That the Property is situated in **Madison County, Alabama**, and is accurately described on the attached Exhibit "A", which exhibit is incorporated herein by reference.

3. That the Petitioner has the right and authority to make and file this petition for annexation.

4. That the Property is contiguous to the existing corporate limits of the City of Huntsville, Alabama.

5. That the Property does not lie within the corporate limits or police jurisdiction of any other municipality.

6. That the Petitioner has attached hereto as Exhibit "B", which exhibit is incorporated herein by reference, and filed herewith a map of the Property showing its relationship to the corporate limits of the City of Huntsville, Alabama, which said map is further identified as being entitled "Schreiner 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 1st day of October, 2025.

PETITIONER:
Schreiner Development, LLC

Signature: _____
Sally S. Lambert

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 Sally S. Lambert, 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, she executed the same voluntarily as of the day the same bears date.

Given under my hand and official seal of office, this the 1st day of October, 2025 2025.

Wendy McMeans (SEAL)
NOTARY PUBLIC

My commission expires:
06-17-2026

WENDY MCMEANS NOTARY PUBLIC ALABAMA STATE AT LARGE

Exhibit “A”
(Legal Description of the Property)

All that part of Sections 25 and 26, Township 03 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 26; thence from the Point of Commencement, North 09 Degrees 47 Minutes 20 Seconds East, 2508.66 feet to a point; said point is further described as being the Point of Beginning; thence from the Point of Beginning, North 68 Degrees 48 Minutes 03 Seconds West, 679.97 feet to a point; thence North 39 Degrees 25 Minutes 55 Seconds East, 82.94 feet to a point; thence South 66 Degrees 44 Minutes 15 Seconds East, 39.37 feet to a point; thence North 40 Degrees 44 Minutes 03 Seconds East, 122.95 feet to a point; thence North 65 Degrees 34 Minutes 22 Seconds East, 137.15 feet to a point; thence North 59 Degrees 06 Minutes 59 Seconds East, 385.97 feet to a point; thence South 14 Degrees 08 Minutes 21 Seconds East, 57.04 feet to a point; thence South 00 Degrees 30 Minutes 15 Seconds West, 587.10 feet back to the Point of Beginning and containing 4.91 acres, more or less.

EXHIBIT B: SCHREINER PROPERTY
TO BE ANNEXED
0.2% Annual Chance Floodplain
1% Annual Chance Floodplain
Gates Mill St Nw
Hillcrest A
Off Bro
Biltmore Dr Nw
Arch St Nw
Floodway
Indian Creek Greenway
OUT
Walden Run Cir Nw
Binford Cemetery
Providence Main St Nw
Us 72 W Hwy
72
University Dr Nw
City of Huntsville
Springhill Rd
Shawnee Dr
Country Rd
N
1 inch = 409 feet

ANNEXATION SUMMARY: SCHREINER

October 6, 2025

PETITIONER:	Schreiner Development, LLC, by Sally S. Lambert, as its Manager
LOCATION:	On the east side of Hillcrest Avenue NW and north of US Hwy 72W Township 3 South, Range 2 West, Section 25 & 26 6660 Hwy 72 W, Huntsville, AL 35806
ACREAGE:	4.91 acres
REASON FOR REQUEST:	City Services

ANNEXATION GUIDELINES: Schreiner

1. Annexations that would fill in or make more regular the existing corporate limits should be strongly encouraged.

WOULD CONTINUE ONGOING ANNEXATIONS IN THIS AREA

2. The remaining tax islands should be annexed when ownership changes and redevelopment occurs….

NOT A TAX ISLAND

3. Annexations of land in subdivisions….

NOT PART OF A SUBDIVISION

4. Corridors are discouraged….

NOT A CORRIDOR

5. Point-to-point annexations should be discouraged….

NOT A POINT-TO-POINT CONNECTION

6. Owners living on land expected to be annexed within the ninety-day period preceding a municipal election….

NO MUNICIPAL ELECTION AT TIME OF ANNEXATION

7. Land which is known to be contaminated should not be annexed until such danger has been mitigated.

NO KNOWN CONTAMINATION

8. The annexation of land that would contribute to the city's economic development through an increase in taxes….

COMMERCIAL LAND

9. The city should require petitions for annexation referenda to satisfy additional conditions….

NOT A REFERENDA

10. City planners will explain to all annexation petitioners the policies under which services are provided.

POLICY STATEMENT SIGNED BY OWNERS; COPY ATTACHED

STATEMENT REGARDING
PROVISION OF CITY SERVICES TO NEWLY ANNEXED LANDS

City services will be provided to all newly annexed lands according to the same policies that already govern in Huntsville. This means that Huntsville police and fire departments will respond to calls; garbage and trash will be collected by city sanitation; and school children will attend city rather than county schools. Transportation for students attending the city schools will be the responsibility of their parents. All applicable city ordinances will be enforced including the implementation of zoning regulations. Please note that the National agency that established the rating schedule for fire insurance premiums (ISO) assigns a higher rate to property that is over 5 road miles from their responding fire station and/or over 1000 feet from a fire hydrant.

Water service is provided by Huntsville Utilities; however if the annexed land is already served by another water authority, the existing situation should be expected to continue until such time as development pressure or legal agreements between water authorities makes it feasible or possible for Huntsville Utilities to assume control of the water lines or extend new mains. The cost of main extensions usually are borne by the property owner.

Likewise, it has long been city policy to expand sanitary sewer service on a cost benefit basis. This policy applies to all land within the city regardless of its annexation date. In addition, the city has adopted a capital improvement plan to guide investment in infrastructure. In order for an area to be considered for road construction, drainage improvements, recreational or community facilities, new fire stations, or sanitary sewer extension, the area must be in the city and then must be prioritized according to need. Newly annexed land will be accorded the same consideration as other city lands.

Lastly, it is important to understand that those autonomous boards, agencies and utilities that have authority over the delivery of specific public services set their own policies and procedures.

* * * * * * * * * *

I have read the above statement governing the delivery of city services to lands annexed into the city of Huntsville, and I agree to these conditions as they may pertain to any of my lands that are annexed.

Petitioner Daley Lambert Date 09/17/2025

For: Schreiner Development LLC As its: Manager

Petitioner _____ Date _____

For: _____ As its: _____

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** 2025-990

Department: Urban Development

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

Ordinance to declare property as surplus and authorizing and directing its conveyance to The Land Trust of North Alabama, Inc. (Introduced on October 9, 2025, Regular Council Meeting)

Ordinance No. 25-825

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:

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

Additional Comments:

This land conveyance is for additional land in addition to the Nature Discovery Center located at the Hickory Cove Nature Preserve near intersection 72 and Mooresville.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** TMP-6162

Department: Urban Development

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

Ordinance to declare property as surplus and authorizing and directing its conveyance to The Land Trust of North Alabama, Inc. (Introduced on October 9, 2025, Regular Council Meeting)

Ordinance No. 25-825

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:

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

Additional Comments:

This land conveyance is for additional land in addition to the Nature Discovery Center located at the Hickory Cove Nature Preserve near intersection 72 and Mooresville.

ORDINANCE NO. 25-_____

Ordinance to Declare Property as Surplus and Authorizing and Directing its Conveyance

WHEREAS, the City of Huntsville, an Alabama municipal corporation ("City"), is the owner of certain real property situated in Huntsville, Madison County, Alabama, containing 0.265 acres, more or less, as more particularly described as follows in **Exhibit "1"** attached hereto (the "Subject Property"); and

WHEREAS, The Land Trust of North Alabama, Inc. an Alabama non-profit corporation (the "Land Trust"), is a nonprofit entity whose mission is to preserve North Alabama's scenic, historic, and ecological resources through conservation, advocacy, and education. Since its incorporation in 1987, the Land Trust has become a leader in the field of conservation and preservation in North Alabama; and

WHEREAS, to date the Land Trust has preserved more than 10,000 acres across seven counties in North Alabama. Additionally, over 80 miles of public trails have been developed and are maintained by staff and volunteers. Land trust properties remain protected and, in most cases, are open to the public for outdoor recreation, research, and environmental education, allowing residents of North Alabama to easily access and experience nature first-hand. The Land Trust currently owns and operates eleven nature preserves located in Madison County with over 100 miles of trails open to the public; and

WHEREAS, in 2023, the Land Trust acquired the Hickory Cove Nature Preserve, its tenth nature preserve, consisting of approximately 146 acres, lying in Huntsville, Madison County, Alabama, and located within the Trailhead community near the intersection of Highway 72 and Mooresville. In conjunction with its acquisition of the Hickory Cove Nature Preserve, the Land Trust acquired an additional parcel near the Hickory Cove Nature preserve to establish a Nature Discovery Center, said parcel being comprised of 1.862 acres, more or less (the "NDC Property"). Shortly thereafter, the Land Trust acquired an additional 0.775 acres, located adjacent to the NDC Property, for a parking lot to support the Nature Discovery Center (the "Land Trust Parking Lot Property"); and

WHEREAS, the Nature Discovery Center will serve as a community gathering space as well as the Land Trust's headquarters, consisting of an approximately 10,000 square foot education and visitor center, including art and natural displays, indoor and outdoor classrooms, and meeting spaces. Nature Discovery Center visitors will learn about and experience the wonders of nature, including the Hickory Cove Nature Preserve, through guided experiences, ADA-accessible natural areas, interpretive displays, school programs, and other educational workshops.

WHEREAS, the Land Trust requires additional land in addition to the NDC Property and the Land Trust Parking Lot Property for the construction, operation, use, and maintenance of the Nature Discovery Center, and accordingly, desires the City donate and convey the Subject Property to the Land Trust for such purposes.

WHEREAS, it is the opinion of the Mayor and the City Council of the City of Huntsville, Alabama, that pursuant to §11-47-20 of the Alabama Code (1975), that the Subject Property is no longer used or needed for municipal purposes; and

WHEREAS, the Mayor of the City of Huntsville is hereby authorized to enter into that certain Property Donation and Parking Easement Agreement between the City of Huntsville and the Land Trust, attached hereto as **Exhibit "2"** (the "Agreement"), pursuant to the terms and conditions contained therein, the Subject Property will be donated to the Land Trust in exchange for Ten and No/100 Dollars ($10.00), and in exchange the Land Trust shall provide the City with certain parking easements in accordance with those terms contained in the Agreement; and

WHEREAS, in the opinion of the Mayor and the City Council of the City of Huntsville, Alabama, said compensation is fair and reasonable compensation for the Subject Property, and that donation of the Subject Property to the Land Trust to be combined with the NDC Property for the construction, use, operation, and maintenance as the Nature Discovery Center, and the services provided by the Land Trust constitute a legitimate public service and benefits the citizens of the City of Huntsville and surrounding areas; and

WHEREAS, it is necessary for the Mayor to execute a statutory warranty deed for the Subject Property to the Land Trust, as well as such other instruments and closing documents, as set forth by and as further described within the Agreement; and

WHEREAS, a general and permanent ordinance is necessary to effect declaration of surplus property, for the transfer or sale of said surplus property, and to authorize the Mayor to execute a statutory warranty deed to the Land Trust for the surplus property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, ALABAMA, AS FOLLOWS:

1. The Subject Property is found and determined not to be needed for public or municipal purposes by the City of Huntsville and is hereby declared as surplus property in accordance with the requirements of §11-47-20 of the *Code of Alabama* (1975); and

2. The Mayor of the City of Huntsville is hereby authorized and directed to execute the Agreement and to execute and deliver a statutory warranty deed and all other instruments and closing documents required to close said conveyance and donation of the Subject Property to the Land Trust for and on behalf of the City; and

3. The City Clerk for the City of Huntsville is hereby instructed to publish notice of this Ordinance in accordance with §11-45-8 of the *Code of Alabama* (1975); and

4. A copy of said Agreement and any real estate closing documents, as legally required, will be kept on file in the office of the City Clerk of the City of Huntsville, Alabama; and

5. This Ordinance shall become effective upon its approval, adoption, enactment, and

publication by posting as set forth in §11-45-8(b) of the *Code of Alabama* (1975).

ADOPTED this the 9th day of October, 2025.

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

APPROVED this the 9th day of October, 2025.

Mayor of the City of
Huntsville, Alabama

EXHIBIT "1"
(Legal Description of Subject Property)

A parcel of land situated in the Northeast Quarter of Section 20 and the Northwest Quarter of Section 21, Township 3 South, Range 1 East of the Huntsville Meridian, Madison County, Alabama, {BEARINGS, DISTANCES and COORDINATES referenced to the Alabama State Plane Coordinate System, East Zone, NAD83} and being a portion of the lands denominated as "Greenway Tract 2", conveyed to The City of Huntsville, as described in Deed Instrument No. 2019-00037097 in the Office of the Judge of Probate, Madison County, Alabama, and being more particularly described as follows:

Beginning at a point which lies South 01 degree 22 minutes 02 seconds West, 1294.98 feet and South 08 degrees 10 minutes 10 seconds West, 760.66 feet from the Northeast corner of said Section 20; said point being further described as lying on the right-of-way margin of Trailhead Main Street and having Alabama State Plane Coordinates of N: 1552409.16, E: 444789.96; thence, from the Point of Beginning, and along the southerly right-of-way margin of said Trailhead Main Street, run 58.07 feet along a curve to the left having a radius of 60.00 feet, a delta angle of 55 degrees 27 minutes 15 seconds, and a chord bearing and distance of North 77 degrees 39 minutes 30 seconds East, 55.83 feet to a point; thence, leaving the southerly right-of-way margin of said Trailhead Main Street, run South 13 degrees 09 minutes 20 seconds East, 26.44 feet to a point; thence run South 87 degrees 51 minutes 26 seconds East, 48.99 feet to a point; thence run South 00 degrees 17 minutes 25 seconds West, 25.02 feet to a point; thence run North 87 degrees 51 minutes 26 seconds West, 27.84 feet to a point; thence run South 01 degree 15 minutes 13 seconds West, 95.58 feet to a point; thence run North 87 degrees 12 minutes 41 seconds West, 84.30 feet to a point; thence run North 02 degrees 03 minutes 55 seconds East, 131.17 feet back to the Point of Beginning.

Said parcel contains 0.265 acres (11,542 square feet) more or less.

EXHIBIT "2"

[Attach copy of Property Donation and Parking Easement Agreement between the City of Huntsville and The Land Trust of North Alabama, Inc.]

STATE OF ALABAMA

COUNTY OF MADISON

PROPERTY DONATION AND PARKING EASEMENT AGREEMENT

THIS PROPERTY DONATION AND PARKING EASEMENT AGREEMENT (the "Agreement") is made and entered into by, between and among the **CITY OF HUNTSVILLE**, an Alabama municipal corporation (the "City"), and **THE LAND TRUST OF NORTH ALABAMA, INC.**, an Alabama non-profit corporation, its successors and assigns (the "Land Trust") effective as of this ____ day of _____, 2025 (the "Effective Date").

WHEREAS, the Land Trust is a nonprofit entity whose mission is to preserve North Alabama's scenic, historic, and ecological resources through conservation, advocacy, and education. Since its incorporation in 1987, the Land Trust has become a leader in the field of conservation and preservation in North Alabama.

WHEREAS, to date the Land Trust has preserved more than 10,000 acres located across seven counties throughout North Alabama. Property owned by the Land Trust is preserved and maintained in its natural state, and in most cases, is open to the general public for outdoor recreation, ecological research, and environmental education opportunities. The Land Trust currently owns and operates eleven nature preserves in Madison County with over 100 miles of public trails.

WHEREAS, in 2023, the Land Trust acquired the Hickory Cove Nature Preserve, its tenth nature preserve, which consists of approximately 146 acres, lying in Huntsville, Madison County, Alabama, and located within the Trailhead community near the intersection of Highway 72 and Mooresville. In conjunction with its acquisition of the Hickory Cove Nature Preserve, the Land Trust acquired an additional 0.775 acre parcel, located adjacent to the Hickory Cove Nature Preserve, consisting of 1.862 acres, more or less, being more particularly described in **Exhibit "A"** attached hereto and incorporated herein, for the construction and establishment of its Nature Discovery Center (the "NDC Property"). Shortly thereafter, the Land Trust acquired an additional 0.775-acre parcel, located next to the NDC Property, for a parking lot to support the Nature Discovery Center, said parcel being more particularly described in **Exhibit "B"** attached hereto and incorporated herein (the "Land Trust Parking Lot Property").

WHEREAS, the City is the fee simple owner of that certain parcel of real property located in Huntsville, Madison County, Alabama, located and lying adjacent to the NDC Property, being comprised of approximately 0.265 acres, more or less, and as more particularly described in **Exhibit "C"** attached hereto (the "City Property").

WHEREAS, the City Property currently contains a public parking lot, including 17 parking spaces, providing public parking for and access to the City's Trailhead Greenway (the "City Parking Lot").

WHEREAS, the Land Trust requires additional land for the construction, operation, use, and maintenance of the Nature Discovery Center, and accordingly, desires the City donate and convey the City Property to the Land Trust for such purposes.

WHEREAS, the Nature Discovery Center will serve as a community gathering space as well as the Land Trust's headquarters, consisting of an approximately 10,000 square foot education and visitor center, including art and natural displays, indoor and outdoor classrooms, and meeting spaces. Nature Discovery Center visitors will learn about and experience the wonders of nature, including the Hickory Cove Nature Preserve, through guided experiences, ADA-accessible natural areas, interpretive displays, school programs, and other educational workshops.

WHEREAS, the Land Trust, a qualified charitable organization under § 501(c)(3) of the Internal Revenue Code, was created solely to operate, maintain, contribute, perform, and to carry out the purposes and functions of the Land Trust, and accordingly, has been authorized to receive, manage, and maintain funds and real property.

WHEREAS, the City has determined that the Land Trust and the services provided by the Land Trust constitute a legitimate public purpose, by providing the public with outdoor recreational opportunities and access to nature, by preserving and protecting our area's natural and ecological resources, and by providing environmental education opportunities to adults and children throughout Huntsville and surrounding areas.

WHEREAS, the City desires to donate the City Property to the Land Trust with the desire that the Land Trust operate, use, and maintain the City Property as portion of its Nature Discovery Center, and uses related thereto. In exchange the Land Trust desires to provide the City with certain public parking and access easements, as further described herein, necessary to replace the City Parking Lot that will be lost as a result of the City's conveyance of the City Property to the Land Trust.

WHEREAS, the Land Trust desires to accept donation of the City Property from the City for the construction, operation, use, and maintenance of the Nature Discovery Center, and the City desires to accept certain parking easements from the Land Trust in favor of the City necessary to provide public parking and access to the Trailhead Greenway and the Hickory Cove Nature Preserve.

WHEREAS, the parties, by this Agreement, set forth their respective rights and obligations regarding the City Property and those parking easements described herein, which shall be conveyed by the parties upon the terms and conditions set forth herein

NOW THEREFORE, in consideration of the premises hereof which are incorporated herein by reference, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do agree as follows:

1. Agreement to Convey and Donate the City Property. The City agrees to convey and donate to the Land Trust, and the Land Trust agrees to acquire and accept from the City, the City Property, consisting of approximately 0.265 acres more or less, as described in **Exhibit "C"** and

as depicted in that survey sketch shown in **Exhibit "D"** attached hereto and incorporated herein, together with any and all structures, fixtures and other improvements thereon and all rights, easements, interests, privileges, tenements and hereditaments appurtenant thereto, subject to any existing utility and drainage easements, which shall be reserved unto the City.

2. Purchase Price. The purchase price for the City Property shall be Ten and NO/100 Dollars ($10.00) (the "Purchase Price"). The Purchase Price shall be paid to the City by the Land Trust in cash or immediately available funds at the closing and consummation of the transactions contemplated by this Agreement ("Closing").

3. Title Commitment and Survey. The Land Trust, at its option and expense, may obtain a title commitment to issue an owner's policy of title insurance to be issued in accordance with commercially reasonable standards and insuring the Land Trust with good and marketable and insurable fee simple title to the City Property, free and clear of all liens, encumbrances, tenancies, covenants, conditions, restrictions, easements and other matters of record affecting title except for the Permitted Exceptions. "Permitted Exceptions" shall mean: (i) current city, state and county ad valorem taxes not yet due and payable; (ii) easements currently existing for the installation or maintenance of public utilities servicing the City Property; (iii) easements, restrictions, and setback lines of record; (iv) rights of way for public roads; (v) subdivision regulations and zoning ordinances of applicable governmental entities; and (vi) such other matters, if any, as may be acceptable to the Land Trust. The City shall remove all monetary liens, if any, prior to Closing at the City's sole cost and expense. The Land Trust, at its expense, may obtain a boundary survey of the City Property from a licensed public land surveyor.

4. Temporary Parking Easement. At Closing, the Land Trust shall convey a temporary parking easement in favor of the City for temporary use by the public on, over, upon, across, and along a portion of the graveled parking lot (the "Temporary Parking Easement") to be constructed and located on a portion of the Land Trust Parking Lot Property, consisting of 0.303 acres, more or less, as more particularly described in **Exhibit "E"** attached hereto and incorporated herein, and as shown in the survey sketch attached hereto and incorporated herein as **Exhibit "F"** (the "Temporary Parking Area"). The form and substance of the Temporary Parking Easement agreement is attached as **Exhibit "G"** hereto. The Temporary Parking Area shall accommodate a minimum of sixteen (16) parking spaces for public use during daylight hours (as further defined in the Temporary Parking Easement). Furthermore, the City Parking Lot shall not be closed or demolished by the Land Trust until construction of the Temporary Parking Area has been completed. The Temporary Parking Easement shall automatically terminate and all rights shall revert to the Land Trust upon the earlier to occur of the following: (i) completion of construction of the Nature Discovery Center, or (ii) December 31, 2028, whichever shall occur first ("Temporary Parking Easement Term"). Additionally, the Land Trust shall be responsible for the operation and maintenance of the Temporary Parking Area from the Closing Date through the end of the Temporary Parking Easement Term. Upon completion of the Nature Discovery Center, the parties shall enter into that permanent Parking Easement Agreement as further described below.

5. Temporary Pedestrian Access Easement. The Land Trust previously obtained a Temporary Pedestrian Access Easement from Trailhead Homeowners Association, Inc., an Alabama nonprofit corporation (the "HOA"), as evidenced by that certain Grant of Temporary

Pedestrian Access Easement recorded in Deed Book 2025, Page 37885 in the Probate Records of Madison County, Alabama (the "Temporary Access Easement"). The Temporary Access Easement, as more particularly described in **Exhibit "H"** attached hereto and incorporated herein (the "Temporary Access Area"), provides temporary public pedestrian and non-motorized vehicular access between Trailhead Circle and the Trailhead Greenway and crosses over a parcel owned by the HOA. The public shall have the right to utilize the Temporary Access Easement during the construction of the Nature Discovery Center and for the entirety of the Temporary Parking Easement Term. The Land Trust shall be responsible for installing and maintaining a pedestrian safe, ADA accessible, walkway or pathway to be constructed on and within the Temporary Access Area at its sole cost and expense.

6. Closing Conditions. The City's obligation to convey the Property to the Land Trust is contingent upon the following conditions being satisfied prior to Closing (the "Closing Conditions"):

(a) Declaration of Surplus. Declaration of the City Property as "surplus" by the City Council of the City of Huntsville.

(b) Approval by City Council. Approval of this Agreement by the City Council of the City of Huntsville.

7. Closing. Closing shall occur on or within thirty (30) days following the satisfaction of the Closing Conditions, or at such other date and time as may be mutually agreed upon by the parties ("Closing Date"). The Closing shall occur at the offices of Lanier, Ford, Shaver & Payne, P.C. (the "Closing Agent"). The parties may deliver any documents or closing funds as required herein on or before the Closing Date, such that neither party will be required to be physically present at Closing.

(a) At Closing, the parties shall deliver the following items to Closing Agent, properly executed and notarized and in form and substance acceptable to Closing Agent:

(i) A statutory warranty deed conveying a good and marketable fee simple title to the Property from the City to the Land Trust subject only to the Permitted Exceptions (the "Deed").

(ii) The Temporary Parking Easement from the Land Trust in favor of the City in a form substantially similar to the Temporary Parking Easement attached hereto as **Exhibit "G".**

(iii) Recorded or recordable releases terminating and releasing all monetary liens affecting the Property, if any.

(iv) An owner's affidavit and any other documents, certificates and agreements that the title company and/or Closing Agent may reasonably require to issue an updated title commitment or owner's title policy.

(v) All other documents reasonably requested by the Closing Agent to carry out the transactions contemplated by this Agreement, including, but not limited to, (A) an IRS §1445 Certificate, (B) a settlement statement, and (C) formation documents, certifications, resolutions, brokers affidavits and other reasonable and customary documents establishing that the parties are duly authorized and empowered to enter into this Agreement and perform its obligations hereunder.

8. Property Taxes. Ad valorem taxes are currently not owed on the Property and it is currently being assessed as exempt. However, any ad valorem or property taxes on the Property shall be prorated as of the Closing Date, such that the City will be responsible for all levied and pending ad valorem taxes prior to and through the Closing Date and the Land Trust will be responsible for all levied and pending ad valorem taxes after the Closing Date.

9. Closing Costs. All closing costs, including any title examination fee, title insurance premium, all deed, transfer, and mortgage taxes, and any and all recording costs shall be paid by the Land Trust ("Closing Costs"). Provided, Closing Costs shall not include the cost of preparing the Deed, which shall be paid by the City. In addition, each party shall pay for its own attorney's fees incurred in connection with the transactions contemplated by this Agreement.

10. Post-Closing Obligations - Parking Easement Agreement. The obligation set forth in this Section 8 is a Post-Closing Obligation, and accordingly, shall be satisfied and/or performed by the parties after Closing and in accordance with the terms contained herein. Upon completion of the Nature Discovery Center, the parties shall enter into a Parking Easement Agreement whereby the Land Trust shall grant to the City for the benefit of the public, a nonexclusive easement for the passage and parking of passenger vehicles in, on, over and upon the Land Trust Parking Lot Property as described in **Exhibit "B"**, which shall contain at least sixty (60) surface parking spots, of which seventeen (17) parking spaces, including one (1) handicap accessible parking space, may be utilized by the public (the "Parking Easement"), together with such other similar terms and conditions as are contained in that certain parking easement agreement, the form and substance of which is contained in **Exhibit "I"** attached hereto and incorporated herein (the "Parking Easement Agreement"). Upon completion of the Nature Discovery Center, the parties shall execute the Parking Easement Agreement, which shall be recorded in the Probate Records of Madison County, Alabama, at the City's sole cost and expense.

11. Governing Law. The terms and conditions of this Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Alabama without regard to its conflict of law provisions.

12. Entire Agreement. This Agreement contains the entire agreement between the parties. No promise, representation, warranty or covenant not included in this Agreement has been or is being relied upon by either party. Each party has relied upon its own examination of this Agreement and the provisions, warranties, representations and covenants expressly contained herein.

13. Successors and Assigns. All rights and obligations of the parties under this Agreement shall inure the benefit of and be binding upon all successors and assigns of each party.

14. Notice. All notices shall be in writing and may be delivered by any of the following methods: hand delivery, Certified United States Mail, nationally recognized courier or delivery service, or electronic mail (e-mail) or pdf transmission. Notices shall be deemed received, (i) if delivered by hand, on the date of delivery, (ii) if sent by U.S. Mail or overnight delivery service, on the date the same is deposited with the applicable carrier, or (iii) if delivered by email or pdf transmission on the date the transmission is sent. Notices shall be addressed as follows:

If to The City:
City of Huntsville
Attn: Kathy Martin
305 Fountain Circle, 4th Floor
Huntsville, Alabama 35801
Ph: (256) 427-5300
Email: kathy.martin@huntsvilleal.gov

With a copy to:
Lanier Ford Shaver & Payne, PC
Attn: Katie Beasley
2101 West Clinton Ave., Suite 102
Huntsville, Alabama 35805
Ph: (256)535-1100
Email: kab@lanierford.com

If to the Land Trust:
The Land Trust of North Alabama, Inc.
Attn: Marie Bostick, Executive Director
2707 Artie Street, Ste. 6
Huntsville, Alabama 35805
Ph: 256-534-5263
Email: marie@landtrustnal.org

15. Survival. Any terms and covenants contained in this Agreement which require the performance of any party after the Closing shall survive the closing and delivery of the Deed.

16. Amendment. This Agreement may only be amended by a written instrument executed by both parties.

17. Assignment. Neither party may assign this Agreement in whole or in part without the prior written consent of the other party, which consent may be withheld in such party's sole and absolute discretion.

18. Effective Date. The Effective Date shall mean the date this Agreement has been executed by the City.

19. Counterparts. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute one agreement between the parties. Documents executed, scanned and transmitted electronically, and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

Notwithstanding the preceding sentence, the parties agree that they will transmit their original signature pages to the Closing Agent promptly after execution. Furthermore, the Land Trust understands, acknowledges, and agrees that City Council requires an original signature page to this Agreement before this Agreement will be placed on any agenda for City Council consideration.

20. Real Estate Commissions. The City and the Land Trust each represent and warrant to one another that they, respectively, have not consulted with any broker or finder in connection herewith and no broker, finder or other agent is entitled to any fee or commission with respect to or by reason of the transactions contemplated by this Agreement. The City and the Land Trust each agree to indemnify and hold the other harmless from and against any and all loss, cost, damage, claim, expense (including attorneys' fees) incurred by or assessed against the other as a result of a breach of the respective foregoing covenants and representations made by each of them.

21. Attorneys' Fees. If any legal proceeding is commenced related to this Agreement, the prevailing party in such legal proceeding shall be entitled to recover its reasonable attorneys' fees, court costs and litigation expenses from the non-prevailing party therein.

22. Cooperation; Further Assurances. The parties hereto agree to cooperate with one another and will work in good faith and will use commercially reasonable efforts in order to perform each of their respective obligations herein and to complete the transaction contemplated by this Agreement. At Closing Agent's request, the parties shall execute and deliver any additional documents reasonably required to carry out the transactions contemplated by this Agreement, or to correct any scrivener's error or omissions contained in this Agreement or any document executed pursuant hereto or in connection with the transactions contemplated herein. Additionally, the parties agree to execute the Parking Easement Agreement upon completion of the Nature Discovery Center.

23. Counsel Acknowledgment. The parties acknowledge that the City's counsel, Katherine Amos Beasley (collectively, "Counsel") prepared this Agreement on behalf of and during the course of her representation of the City, and for purposes of this transaction, Counsel represents the City's interest and no other. All conflicts of interest to Counsel's representation of the City and any prior representation of the Land Trust are hereby acknowledged and waived by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the dates set forth below.

[Signatures and acknowledgments appearing on Following Pages.]

[City of Huntsville - Signature Page to the Donation Agreement.]

CITY OF HUNTSVILLE, an Alabama municipal corporation

By: _____
Tommy Battle, Mayor

ATTESTED TO:

By: _____ Date: _____
Shaundrika Edwards, City Clerk

[The Land Trust of North Alabama, Inc. - Signature Page to the Donation Agreement.]

THE LAND TRUST OF NORTH ALABAMA, INC., an Alabama non-profit corporation

By: _____
Marie Bostick, Executive Director

WITNESSED:

By: _____ Date: 10/7/2025
Name: Anita L. VanHooser

Exhibit "A"
(Legal Description of the NDC Property)

ALL THAT PART OF LOTS 7 AND 8, AND TRACT 1 OF TRAILHEAD HUNTSVILLE, PHASE 4 AS RECORDED IN PLAT BOOK 2020 ON PAGE 14915 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA, AND ALL THAT PART OF THE CITY GREENWAY TRACT CONVEYED BY DEED RECORDED IN DOCUMENT NUMBER 2019-37097 IN SAID PROBATE RECORDS, MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 EAST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA; THENCE SOUTH 01 DEGREES 22 MINUTES 02 SECONDS WEST A DISTANCE OF 1294.98 FEET AND SOUTH 03 DEGREES 25 MINUTES 01 SECONDS WEST A DISTANCE OF 731.62' TO THE SOUTH RIGHT OF WAY OF TRAILHEAD MAIN STREET AND THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;

THENCE FROM THE POINT OF BEGINNING, ALONG A CURVE TURNING TO THE RIGHT WITH A RADIUS OF 60.00', THE CHORD BEARING AND DISTANCE BEING NORTH 52 DEGREES 51 MINUTES 06 SECONDS WEST 119.97 FEET; THENCE WITH A REVERSE CURVE TURNING TO THE LEFT WITH A RADIUS OF 100.00 FEET, THE CHORD BEARING AND DISTANCE BEING NORTH 31 DEGREES 08 MINUTES 08 SECONDS EAST 25.07 FEET; THENCE, LEAVING SAID RIGHT OF WAY, SOUTH 81 DEGREES 10 MINUTES 18 SECONDS WEST 214.08 FEET; THENCE SOUTH 34 DEGREES 35 MINUTES 20 SECONDS EAST 14.41 FEET; THENCE SOUTH 28 DEGREES 55 MINUTES 48 SECONDS EAST 35.98 FEET; THENCE SOUTH 18 DEGREES 44 MINUTES 53 SECONDS EAST 107.53 FEET; THENCE SOUTH 19 DEGREES 54 MINUTES 17 SECONDS EAST 33.97 FEET; THENCE SOUTH 30 DEGREES 12 MINUTES 46 SECONDS EAST 354.86 FEET; THENCE NORTH 60 DEGREES 34 MINUTES 22 SECONDS EAST 141.05 FEET; THENCE NORTH 12 DEGREES 35 MINUTES 19 SECONDS WEST 362.12 FEET TO THE POINT OF BEGINNING, CONTAINING 2.206 ACRES, MORE OR LESS;

LESS AND EXCEPT THE OVERLAPPING PART OF THE GREENWAY TRACT 2 AS RECORDED IN DOCUMENT NUMBER 2019-37097, CONTAINING 0.344 ACRES, MORE OR LESS.

Exhibit "B"
(Legal Description of the Land Trust Parking Lot)

A parcel of land situated in Lot 6 of "Trailhead Huntsville Phase Four" as recorded on the Final Plat in Document Number 2020-00014915 and in Section 21, Township 3 South, Range 1 West, of the Huntsville Meridian, Madison County, Alabama, {BEARINGS AND/OR DISTANCES referenced to the Alabama State Plane Coordinate System, East Zone, NAD83(2011)} and being more particularly described as follows:

Beginning at the southeast corner of Lot 6 of said Trailhead Huntsville Phase Four and being on the west right of way of Trailhead Main Street; thence run South 81 degrees 10 minutes 11 seconds West 158.71 feet along the south boundary of said Lot 6 to the southwest corner of said Lot 6; thence run North 47 degrees 00 minutes 36 seconds West 169.31 feet along the west boundary of said Lot 6; thence run North 50 degrees 14 minutes 31 seconds East 30.91 feet; thence run North 81 degrees 11 minutes 10 seconds East 249.10 feet to the east boundary of said Lot 6 and the west right of way of said Trailhead Main Street; thence run South 11 degrees 04 minutes 48 seconds East 89.63 feet along the west right of way of said Trailhead Main Street; thence run an arc length of 62.41 feet along the west right of way of said Trailhead Main Street and a curve to the right having a radius of 100.00 feet, a delta angle of 35 degrees 45 minutes 26 seconds, and a chord bearing and distance of South 06 degrees 02 minutes 45 seconds West 61.40 feet back to the Point of Beginning.

Said parcel containing 0.775 acres (33,775 square feet) more or less.

Subject to all easements, right of ways, note restrictions, etc. shown on the Final Plat of Trailhead Huntsville Phase Four as recorded in Document Number 2020-00014915 and any restrictions by the City of Huntsville for lands in the Lower and Upper Slope Development District.

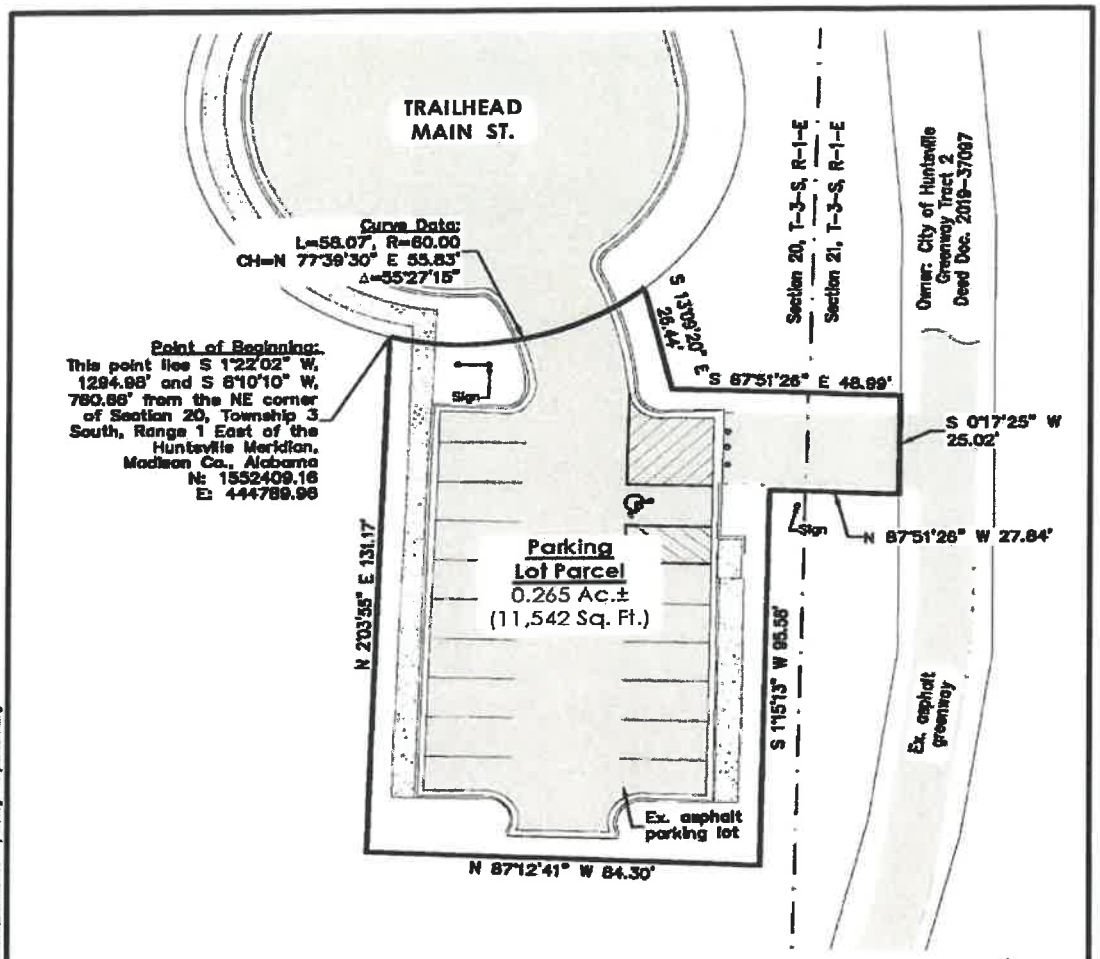
Exhibit "C"
(Legal Description of the City Property)

A parcel of land situated in the Northeast Quarter of Section 20 and the Northwest Quarter of Section 21, Township 3 South, Range 1 East of the Huntsville Meridian, Madison County, Alabama, {BEARINGS, DISTANCES and COORDINATES referenced to the Alabama State Plane Coordinate System, East Zone, NAD83} and being a portion of the lands denominated as "Greenway Tract 2", conveyed to The City of Huntsville, as described in Deed Instrument No. 2019-00037097 in the Office of the Judge of Probate, Madison County, Alabama, and being more particularly described as follows:

Beginning at a point which lies South 01 degree 22 minutes 02 seconds West, 1294.98 feet and South 08 degrees 10 minutes 10 seconds West, 760.66 feet from the Northeast corner of said Section 20; said point being further described as lying on the right-of-way margin of Trailhead Main Street and having Alabama State Plane Coordinates of N: 1552409.16, E: 444789.96; thence, from the Point of Beginning, and along the southerly right-of-way margin of said Trailhead Main Street, run 58.07 feet along a curve to the left having a radius of 60.00 feet, a delta angle of 55 degrees 27 minutes 15 seconds, and a chord bearing and distance of North 77 degrees 39 minutes 30 seconds East, 55.83 feet to a point; thence, leaving the southerly right-of-way margin of said Trailhead Main Street, run South 13 degrees 09 minutes 20 seconds East, 26.44 feet to a point; thence run South 87 degrees 51 minutes 26 seconds East, 48.99 feet to a point; thence run South 00 degrees 17 minutes 25 seconds West, 25.02 feet to a point; thence run North 87 degrees 51 minutes 26 seconds West, 27.84 feet to a point; thence run South 01 degree 15 minutes 13 seconds West, 95.58 feet to a point; thence run North 87 degrees 12 minutes 41 seconds West, 84.30 feet to a point; thence run North 02 degrees 03 minutes 55 seconds East, 131.17 feet back to the Point of Beginning.

Said parcel contains 0.265 acres (11,542 square feet) more or less.

Exhibit "D"
(Depiction of the City Property)



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 in U.S. Survey Feet.
3. This is not a property boundary survey.
4. Prepared for The Land Trust of North Alabama.

ABBREVIATIONS	
AC.	Acres
ESM'T	Esm't
EX.	Existing
P.O.B.	Point of Beginning
SQ. FT.	Square Feet

Scale: 1" = 30'

0 30 50 75

N

Exhibit Drawing - Parking Lot Parcel
A portion of the lands lands described within Deed Instrument No. 2019-00037097.
Sec. 20 & 21, Township 3 South, Range 1 East of the Huntsville Meridian, Madison Co., Alabama

Project No.: 24129.H0	Drawn By: H. Caseley	Revisions:
Scale: 1" = 30'	Office Date: 05.15.2025	
Sheet No. 1 of 1	Checked By: A. Miller	

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

SCHOEL

1001 22nd Street South
Birmingham, Alabama 35205
205.323.6166

101 Washington St. SE
Huntsville, Alabama 35801
256.539.1221

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H:\Projects\24\129 Land Trust H0\Survey\Exhibits\Parking lot parcel conveyance\24129_Exhibit H0C parking lot parcel.dwg

Exhibit "E"
(Legal Description of Temporary Parking Easement)

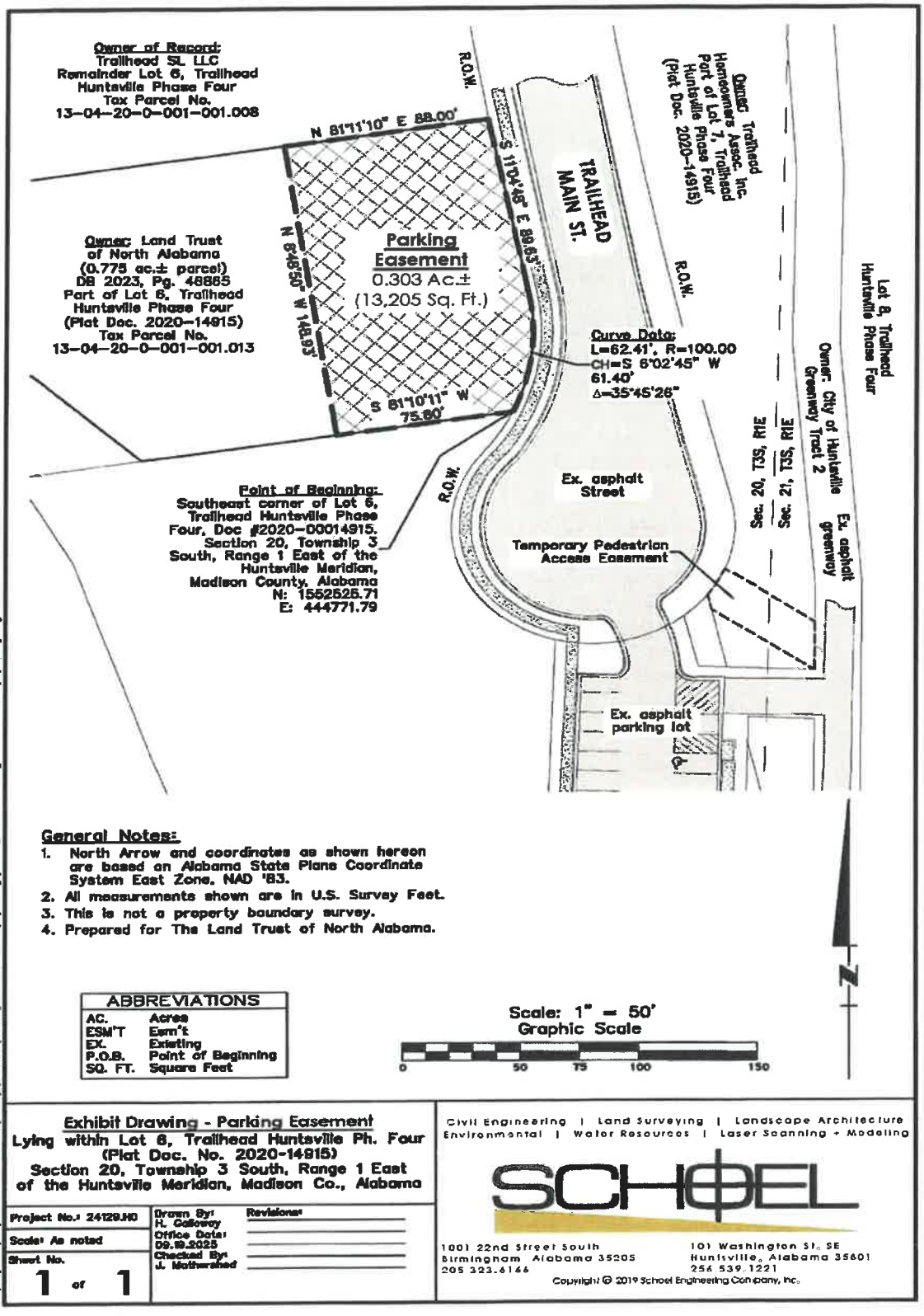
TEMPORARY PARKING EASEMENT:

A parcel of land situated in the Northeast Quarter of Section 20, Township 3 South, Range 1 East of the Huntsville Meridian, Madison County, Alabama, {BEARINGS, DISTANCES and COORDINATES referenced to the Alabama State Plane Coordinate System, East Zone, NAD83} and lying within Lot 6 of the final plat of Trailhead Huntsville Phase Four as recorded in Document No. 2020-00014915 in the Office of the Judge of Probate, Madison County, Alabama, and being further described as lying within that certain 0.775 acre parcel of land conveyed to The Land Trust of North Alabama, Inc., an Alabama non-profit corporation, as described in Deed Book 2023, Pages 46865-46867 in said Office of the Judge of Probate.

Beginning at the southeast corner of Lot 6 of said final plat of Trailhead Huntsville Phase Four; said point being further described as lying on the west right-of-way margin of Trailhead Main Street; thence run South 81 degrees 10 minutes 11 seconds West, 75.80 feet along the south boundary of said Lot 6 to a point; thence, leaving the south boundary of said Lot 6, run North 08 degrees 48 minutes 50 seconds West, 148.93 feet to a point lying on the north boundary of the said 0.775 acre parcel of land; thence run North 81 degrees 11 minutes 10 second East, 88.00 feet along the north boundary of the said 0.775 acre parcel of land to the west right-of-way margin of Trailhead Main Street; thence run South 11 degrees 04 minutes 48 seconds East, 89.63 feet along the west right-of-way margin of Trailhead Main Street to a point; thence, continuing along said west right-of-way margin, run 62.41 feet along a curve to the right having a radius of 100.00 feet, a delta angle of 35 degrees 45 minutes 26 seconds, and a chord bearing and distance of South 06 degrees 02 minutes 45 seconds West, 61.40 feet back to the Point of Beginning.

Said parcel contains 0.303 acres (13,205 square feet) more or less.

Exhibit "F"
(Depiction of Temporary Parking Easement Area)



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 in U.S. Survey Feet.
3. This is not a property boundary survey.
4. Prepared for The Land Trust of North Alabama.

ABBREVIATIONS	
AC.	Acres
ESM'T	Esm't
EX.	Existing
P.O.B.	Point of Beginning
SQ. FT.	Square Feet

Exhibit Drawing - Parking Easement
Lying within Lot 6, Trailhead Huntsville Ph. Four
(Plat Doc. No. 2020-14915)
Section 20, Township 3 South, Range 1 East
of the Huntsville Meridian, Madison Co., Alabama

Project No.: 24129.H0
Scale: As noted
Sheet No. 1 of 1

Drawn By: H. Calloway
Office Date: 09.19.2025
Checked By: J. Mothershead
Revisions:

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

SCHOEL

1001 22nd Street South
Birmingham, Alabama 35205
205.323.6166

101 Washington St. SE
Huntsville, Alabama 35801
256.539.1221

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H:\Projects\24\129 Land Trust H0\Survey\Exhibits\Parking esm't for Temp parking\24129_Exhibit Parking esm't for Temp parking.dwg

Exhibit "G"

[Attach Form of Temporary Parking Easement]

[FORM OF TEMPORARY PARKING EASEMENT AGREEMENT]

This Instrument was Prepared by:
Katherine Amos Beasley
Lanier Ford Shaver & Payne, PC
2101 W. Clinton Ave:, Ste. 102
Huntsville, Alabama 35805
256-535-1100

STATE OF ALABAMA

COUNTY OF MADISON

TEMPORARY PARKING EASEMENT

THIS TEMPORARY PARKING EASEMENT (the "Agreement") is entered into as of the ___ day of _____, 2025, by and between THE LAND TRUST OF NORTH ALABAMA, INC., an Alabama non-profit corporation (the "Land Trust" or "Grantor"), and the CITY OF HUNTSVILLE, an Alabama municipal corporation (the "City" or "Grantee").

WHEREAS, the City was the previous owner of that certain parcel of real property, consisting of 0.265 acres, more or less, located in Huntsville, Madison County, Alabama, that contained a paved, surface parking lot, consisting of sixteen (16) parking spaces, utilized as public parking lot for the Trailhead greenway (the "City Property").

WHEREAS, the Land Trust desired to acquire the City Property to be used as a part of the its Nature Discovery Center, which will serve as a community gathering space as well as the Land Trust's headquarters, and will consist of an approximately 10,000 square foot education and visitor center, including art and natural displays, indoor and outdoor classrooms, and meeting spaces (the "Project").

WHEREAS, the City was willing to donate and convey the City Property to the Land Trust, provided that the Land Trust would ensure that sixteen (16) temporary parking spaces would be available for public use during the construction of the Nature Discovery Center.

WHEREAS, the Land Trust is the owner of that certain 0.775 acre parcel of real property, located and lying in Huntsville, Madison County, Alabama, being more particularly described in **Exhibit "A"** attached hereto and incorporated herein (the "Land Trust Property").

WHEREAS, the Land Trust desires to provide the public with temporary access and parking rights on the Land Trust Property as set forth herein.

NOW, THEREFORE, in consideration of the premises, the premises of which are hereby made a part of this Agreement, the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. Grant of Temporary Parking Easement. Grantor does hereby grant, bargain, sell, convey to, and does hereby establish and create for the benefit of, the City, for the benefit of the public, a temporary, non-exclusive easement, for pedestrian and vehicular passage and parking of passenger vehicles (the "Temporary Parking Easement") on, over, across, and upon a portion of the Land Trust Property, consisting of 0.303 acres, more or less, as more particularly described in **Exhibit "B"** attached hereto and incorporated herein, and as depicted in that survey sketch attached hereto and incorporated herein as **Exhibit "C"** (the "Easement Area"). The Land Trust shall improve the Easement Area with 16 gravel parking spaces for public parking.

2. Nonexclusive Rights, Rights Reserved. This Temporary Parking Easement and other rights and benefits herein created are not exclusive, and Grantor expressly reserves the right for itself and its successors and assigns to grant such other easements, rights, benefits, rights-of-way, and privileges to such other persons or entities and for such purposes as Grantor in its sole and absolute discretion may elect, so long as such purposes do not unreasonably interfere with the Temporary Parking Easement and other rights and benefits granted herein.

3. Upkeep and Maintenance of Easement Area. Grantor shall be responsible for all maintenance and costs associated with maintaining the Easement Area, including but not limited to, graveling, repair, and maintenance of the Easement Area, to be done at Grantor's sole cost and expense. Additionally, Grantor shall be responsible for maintaining, cleaning, repairing, and replacing all lighting and landscaping located in the Easement Area and on or within the Land Trust Property. Grantor shall also provide a pedestrian safe, ADA accessible, temporary access route from the Easement Area to the Trailhead Greenway, which shall be constructed and maintained by Grantor, at its sole cost and expense, throughout the Easement Term (as defined below).

4. Covenants to Run With Land. The benefits, burdens, obligations, and covenants contained in this Agreement, the easement and rights granted by this Agreement shall run with and bind the lands described herein (for the term stated below) and shall be binding upon and inure to the benefit of any and all owners thereof and their respective agents, tenants, licensees, invitees, guests, employees, successors, and assigns.

5. Amendment; Termination. This Agreement shall not be modified or amended except by the written agreement of the City and the Land Trust, or their successors or assigns. **This Agreement shall continue until such time as actual physical construction of the Project has been completed or December 31, 2028, whichever shall occur first (the "Easement Term"), at which time this Agreement shall automatically terminate unless modified, extended, or sooner terminated in a writing signed by both parties and recorded in the Probate Records of Madison County, Alabama.**

6. Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the day and year first above written.

[Signatures and acknowledgments appearing on the following pages.]

[Signature page for Grantor of Temporary Parking Easement]

GRANTOR:

THE LAND TRUST OF NORTH ALABAMA, INC., an Alabama non-profit corporation

By: _____
Marie Bostick, Executive Director

STATE OF ALABAMA)
:
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Marie Bostick, whose name as Executive Director of The Land Trust of North Alabama, Inc., an Alabama non-profit 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 said conveyance, he/she as such Executive Director and with full authority executed the same voluntarily for and as the act of said non-profit corporation.

Given under my hand this _____ day of _____, 2025.

_____
Notary Public
My commission expires:_____

[NOTARIAL SEAL]

[Signature page for Grantee of Temporary Parking Easement]

GRANTEE:

THE 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 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 for and as the act of said municipal corporation as of the day the same bears day.

Given under my hand this _____ day of _____, 2025.

_____
Notary Public
My commission expires:_____

[NOTARIAL SEAL]

[TEMPORARY PARKING EASEMENT]

Exhibit "A"
(Legal Description of the Land Trust Property)

A parcel of land situated in Lot 6 of "Trailhead Huntsville Phase Four" as recorded on the Final Plat in Document Number 2020-00014915 and in Section 21, Township 3 South, Range 1 West, of the Huntsville Meridian, Madison County, Alabama, {BEARINGS AND/OR DISTANCES referenced to the Alabama State Plane Coordinate System, East Zone, NAD83(2011)} and being more particularly described as follows:

Beginning at the southeast corner of Lot 6 of said Trailhead Huntsville Phase Four and being on the west right of way of Trailhead Main Street; thence run South 81 degrees 10 minutes 11 seconds West 158.71 feet along the south boundary of said Lot 6 to the southwest corner of said Lot 6; thence run North 47 degrees 00 minutes 36 seconds West 169.31 feet along the west boundary of said Lot 6; thence run North 50 degrees 14 minutes 31 seconds East 30.91 feet; thence run North 81 degrees 11 minutes 10 seconds East 249.10 feet to the east boundary of said Lot 6 and the west right of way of said Trailhead Main Street; thence run South 11 degrees 04 minutes 48 seconds East 89.63 feet along the west right of way of said Trailhead Main Street; thence run an arc length of 62.41 feet along the west right of way of said Trailhead Main Street and a curve to the right having a radius of 100.00 feet, a delta angle of 35 degrees 45 minutes 26 seconds, and a chord bearing and distance of South 06 degrees 02 minutes 45 seconds West 61.40 feet back to the Point of Beginning.

Said parcel containing 0.775 acres (33,775 square feet) more or less.

Subject to all easements, right of ways, note restrictions, etc. shown on the Final Plat of Trailhead Huntsville Phase Four as recorded in Document Number 2020-00014915 and any restrictions by the City of Huntsville for lands in the Lower and Upper Slope Development District.

[TEMPORARY PARKING EASEMENT]

Exhibit "B"
(Legal Description of Easement Area)

TEMPORARY PARKING EASEMENT:

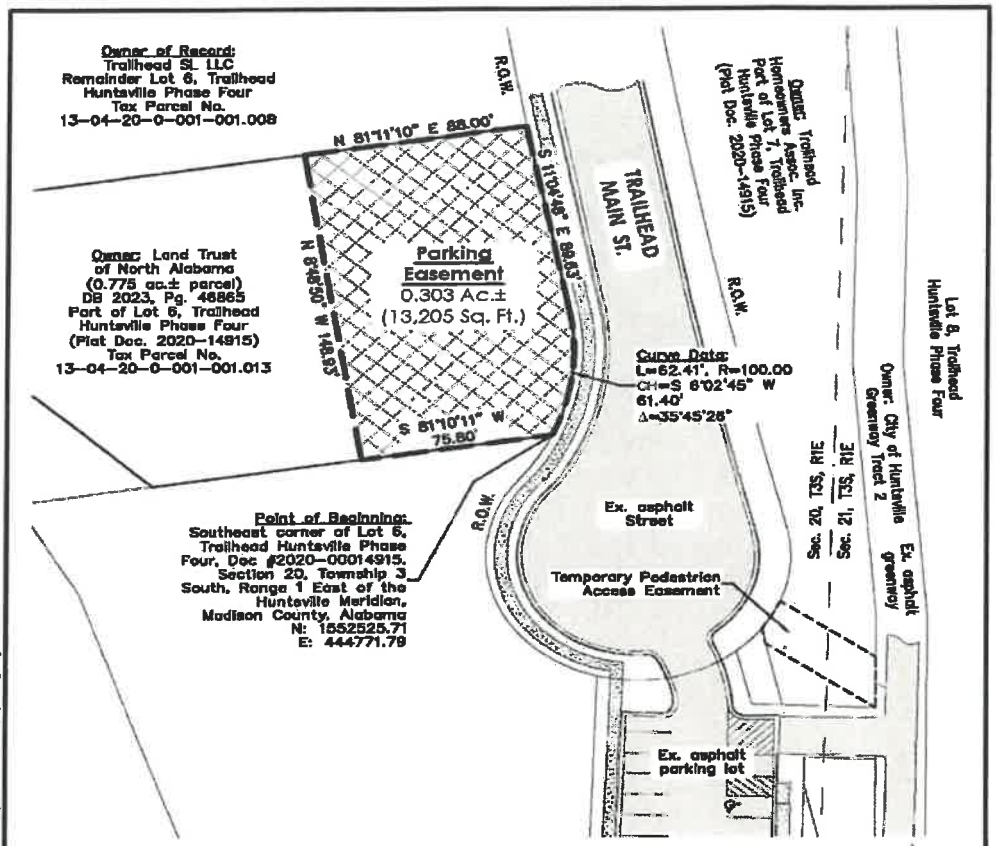
A parcel of land situated in the Northeast Quarter of Section 20, Township 3 South, Range 1 East of the Huntsville Meridian, Madison County, Alabama, {BEARINGS, DISTANCES and COORDINATES referenced to the Alabama State Plane Coordinate System, East Zone, NAD83} and lying within Lot 6 of the final plat of Trailhead Huntsville Phase Four as recorded in Document No. 2020-00014915 in the Office of the Judge of Probate, Madison County, Alabama, and being further described as lying within that certain 0.775 acre parcel of land conveyed to The Land Trust of North Alabama, Inc., an Alabama non-profit corporation, as described in Deed Book 2023, Pages 46865-46867 in said Office of the Judge of Probate.

Beginning at the southeast corner of Lot 6 of said final plat of Trailhead Huntsville Phase Four; said point being further described as lying on the west right-of-way margin of Trailhead Main Street; thence run South 81 degrees 10 minutes 11 seconds West, 75.80 feet along the south boundary of said Lot 6 to a point; thence, leaving the south boundary of said Lot 6, run North 08 degrees 48 minutes 50 seconds West, 148.93 feet to a point lying on the north boundary of the said 0.775 acre parcel of land; thence run North 81 degrees 11 minutes 10 second East, 88.00 feet along the north boundary of the said 0.775 acre parcel of land to the west right-of-way margin of Trailhead Main Street; thence run South 11 degrees 04 minutes 48 seconds East, 89.63 feet along the west right-of-way margin of Trailhead Main Street to a point; thence, continuing along said west right-of-way margin, run 62.41 feet along a curve to the right having a radius of 100.00 feet, a delta angle of 35 degrees 45 minutes 26 seconds, and a chord bearing and distance of South 06 degrees 02 minutes 45 seconds West, 61.40 feet back to the Point of Beginning.

Said parcel contains 0.303 acres (13,205 square feet) more or less.

[TEMPORARY PARKING EASEMENT]

Exhibit "C"
(Depiction of Easement Area)



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 in U.S. Survey Feet.
3. This is not a property boundary survey.
4. Prepared for The Land Trust of North Alabama.

ABBREVIATIONS	
AC.	Acres
ESM'T	Esm't
EX.	Existing
P.O.B.	Point of Beginning
SQ. FT.	Square Feet

Exhibit Drawing - Parking Easement
Lying within Lot 6, Trailhead Huntsville Ph. Four
(Plat Doc. No. 2020-14915)
Section 20, Township 3 South, Range 1 East
of the Huntsville Meridian, Madison Co., Alabama

Project No.: 24129.H0
Scale: As noted
Sheet No. 1 of 1
Drawn By: H. Calloway
Office Date: 06.19.2025
Checked By: J. Mothershed
Revisions:

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

SCHOEL

1001 22nd Street South
Birmingham, Alabama 35205
205.323.6166

101 Washington St. SE
Huntsville, Alabama 35801
256.539.1221

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H:\Projects\24\129 Land Trust HO\Survey\Exhibits\Parking esm't for Temp parking\24129_Exhibit Parking esm't for Temp parking.dwg

Exhibit "H"
(Legal Description of the Temporary Access Easement Area)

STATE OF ALABAMA
COUNTY OF MADISON

TEMPORARY 20' PEDESTRIAN ACCESS EASEMENT

A parcel of land situated in the Northeast Quarter of Section 20 and the Northwest Quarter of Section 21, Township 3 South, Range 1 East of the Huntsville Meridian, Madison County, Alabama, {BEARINGS, DISTANCES and COORDINATES referenced to the Alabama State Plane Coordinate System, East Zone, NAD83} and lying within Lot 7 of Trailhead Huntsville Phase Four as recorded in Document No. 2020-00014915 in the Office of the Judge of Probate, Madison County, Alabama, and being a strip of land 20 feet wide, lying 10 feet on each side of the following described centerline alignment:

Beginning at a point which lies South 01 degree 22 minutes 02 seconds West, 1294.98 feet and South 03 degrees 13 minutes 10 seconds West, 727.31 feet from the Northeast corner of said Section 20; said point being further described as lying on the right-of-way margin of Trailhead Main Street and having Alabama State Plane Coordinates of N: 1552435.93, E: 444857.20; thence, from the Point of Beginning, run South 54 degrees 27 minutes 05 seconds East, 52.03 feet to the Point of Ending lying on the west boundary of that certain parcel of land denominated as "Greenway Tract 2", conveyed to The City of Huntsville, as described in Deed Instrument No. 2019-00037097 in said Probate Office.

Said parcel contains 0.024 acres (1032 square feet) more or less.

[Attach Copy of Temporary Parking Easement]

Exhibit "I"

[Attach Copy of Parking Easement Agreement]

[FORM OF PARKING EASEMENT AGREEMENT]

This Instrument was Prepared by:
Katherine Amos Beasley
Lanier Ford Shaver & Payne, PC
2101 W. Clinton Ave., Ste. 102
Huntsville, Alabama 35805
256-535-1100

STATE OF ALABAMA

COUNTY OF MADISON

PARKING EASEMENT AGREEMENT

THIS PARKING EASEMENT AGREEMENT (the "Agreement") is entered into as of the ___ day of _____, 2025, by and between THE LAND TRUST OF NORTH ALABAMA, INC., an Alabama non-profit corporation (the "Land Trust" or "Grantor"), and the CITY OF HUNTSVILLE, an Alabama municipal corporation (the "City" or "Grantee").

WHEREAS, the City was the owner of a certain parcel of real property, consisting of 0.265 acres, more or less, located in Huntsville, Madison County, Alabama, that the City used as a surface parking lot, consisting of seventeen (17) parking spaces, utilized as public parking for the Trailhead Greenway (the "City Property").

WHEREAS, the Land Trust acquired the City Property to be used as a part of the its Nature Discovery Center, which serves as a community gathering space as well as the Land Trust's headquarters, and consists of an approximately 10,000 square foot education and visitor center, including art and natural displays, indoor and outdoor classrooms, and meeting spaces (the "Nature Discovery Center").

WHEREAS, the Land Trust is the owner of that certain real property located in Huntsville, Madison County, Alabama, consisting of 0.775 acres, more or less, improved as a paved surface parking lot containing approximately 61 parking spaces, more or less, said parcel being more particularly described in **Exhibit "A"** attached hereto and incorporated herein (the "Land Trust Parking Lot").

WHEREAS, the City agreed to donate and convey the City Property to the Land Trust, provided that the Land Trust would ensure that a minimum of seventeen (17) parking spaces, including at least one (1) handicap accessible parking space, would be available for public use within the Land Trust Parking Lot.

WHEREAS, the Land Trust desires to provide the City, for the benefit of the public, with permanent, non-exclusive, public access and parking rights on and within the Land Trust Parking Lot as set forth herein.

NOW, THEREFORE, in consideration of the premises, the premises of which are hereby made a part of this Agreement, the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. Grant of Non-Exclusive Public Parking Easement. Grantor does hereby grant, bargain, sell, convey to, and does hereby establish and create for the City, for the benefit of the public, a permanent, perpetual, non-exclusive easement, for public pedestrian and vehicular passage and for the purpose of providing public parking (the "Parking Easement") on, within, over, across, and upon up the Land Trust Parking Lot, as more particularly described in **Exhibit "A"** and as depicted in **Exhibit "B"** attached hereto and incorporated herein (the "Easement Area"). The Easement Area shall contain approximately sixty-one (61) parking spaces, and a minimum of seventeen (17) public parking spaces, including at least one (1) handicap accessible parking space, shall be available for public use on and within the Land Trust Parking Lot.

2. Nonexclusive Rights, Rights Reserved. This Parking Easement and other rights and benefits herein created are not exclusive, and Grantor expressly reserves the right for itself, and its successors and assigns, to grant such other easements, rights, benefits, rights-of-way, and privileges to such other persons or entities and for such purposes as Grantor in its sole and absolute discretion may elect, so long as such purposes do not unreasonably interfere with the Parking Easement and other rights and benefits granted to Grantee herein. The Grantee hereby acknowledges and agrees that the Grantor may relocate the Easement Area subject to review and approval by the Grantee, which approval shall not be unreasonably withheld, conditioned, or delayed; however, provided that any relocated easement: (a) shall include at least seventeen (17) parking spaces, including at least one (1) handicap accessible parking space, open for public use, (b) Grantor shall provide adequate ADA access to any existing public sidewalks and infrastructure, (c) the relocated easement area shall be located on property owned by Grantor within reasonable proximity to the current Easement Area, and (d) any relocation shall be borne at Grantor's sole cost and expense.

3. Use of Land Trust Parking Lot.

a) Right to Designate Parking Spaces. Grantor reserves the right to designate certain parking spaces on or within the Land Trust Parking Lot for employees and/or visitors of the Nature Discovery Center so long as a minimum of seventeen (17) parking spaces, including one (1) handicap accessible parking space, within the Easement Area are available for public use. If parking demand by the public significantly interferes with Land Trust employees and/or visitor

parking for the Nature Discovery Center, the parties shall meet and confer and determine the location and extent to which the Land Trust may designate and reserve certain parking spaces within the Easement Area for employees and/or visitors of the Nature Discovery Center during regular business hours.

b) Parking Area to Remain Open to the Public During Daylight Hours: Public Access Times. Grantor acknowledges and agrees, except for any special events held by the Land Trust at the Nature Discovery Center, Grantor will keep the Easement Area open to the public year-round during daylight hours, meaning between the hours of 7:00 a.m. and 7:00 pm, from April 1 through September 30, and between the hours of 8:00 a.m. and 6:00 p.m., from October 1 through March 31.

c) Limitation on Liability. Grantor shall not be liable for any damage of any nature whatsoever to, or any theft of, automobiles or other vehicles, or the contents thereof, while in, on, within, or upon the Land Trust Parking Lot or Easement Area. Grantor does not promise safety or security of persons or property on or within the Land Trust Parking Lot or Easement Area, and Grantor has no duty of safety or security of the same.

4. Upkeep and Maintenance of Easement Area. Grantor shall be responsible for all maintenance and costs associated with maintaining the Land Trust Parking Lot and Easement Area. Grantor reserves the right to make improvements and alterations to the Land Trust Parking Lot and the surface parking lot and other improvements located therein, provided that such improvements and/or alterations shall not prohibit or materially affect the public's use and enjoyment of the Easement Area or the parking and access improvements located within the Land Trust Parking Lot.

a) Paved Areas. The Land Trust shall maintain, at its sole cost and expense, all paved surfaces, curbs, and any cutters within the Land Trust Parking Lot and Easement Area, which shall include cleaning, restriping, repainting, and resurfacing, as such maintenance may become necessary.

b) Landscaping Maintenance. The Land Trust shall be responsible for the installation and maintenance of the Land Trust Parking Lot landscaping in the Easement Area to be performed in accordance with the City of Huntsville's Zoning Ordinance and all other applicable municipal guidelines or governmental regulations.

c) Lighting. The Land Trust shall be responsible for the installation, maintenance, repair, replacement of all lighting located on or within the Land Trust Parking Lots in accordance with the City of Huntsville's Zoning Ordinance and all other applicable municipal guidelines or governmental regulations.

d) Signage. The Land Trust, at its sole cost and expense, shall keep in good repair, replace, and maintain any appropriate directional sign, markers, striping, and lines within the Land Trust Parking Lot.

5. No Obstructions/Interference. The Land Trust shall not unreasonably interfere with the public's use of the Land Trust Parking Lot or the Easement Area. Except as otherwise provided for herein, walls, fences, or barriers of any sort or kind shall not be constructed or maintained by the Land Trust within the Land Trust Parking Lot or Easement Area. Provided, however, that such traffic controls as may be reasonably necessary to guide and control the orderly flow of traffic or for security purposes, may be installed by the Grantor so long as the access driveways to the Land Trust Parking Lot are not closed, blocked, restricted, or otherwise adversely altered in such a manner that would substantially impair traffic circulation on or within the Easement Area or would obstruct pedestrian or vehicular passage and parking on and within the Land Trust Parking Lot.

6. Covenants to Run With Land. The benefits, burdens, obligations, and covenants contained in this Agreement, the Parking Easement and rights granted by this Agreement shall run with and bind the lands described herein and shall be binding upon and inure to the benefit the parties to this Agreement and their successors and assigns.

7. Amendment; Termination. This Agreement may only be modified, amended, or terminated by the mutual written agreement of the parties and such instrument shall recorded in the Probate Records of Madison County, Alabama.

8. Failure to Enforce is Not a Waiver. The failure of either party to insist upon the strict performance of any covenant, condition, or restriction in this Agreement shall not be construed as a waiver of any future breach of such provisions.

9. Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

10. Governing Law. This Agreement shall be governed by the laws of the State of Alabama without regard to its conflict of law provisions.

11. Duration. Unless otherwise modified, amended, or terminated in a writing signed by both parties, this Agreement shall continue in perpetuity.

12. Entire Agreement. This Agreement contains the entire understanding and agreement of the parties relative to the content and matters provided for herein.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the day and year first above written.

[Signatures and acknowledgments appearing on the following pages.]

[Signature page for Grantor of Parking Easement Agreement]

GRANTOR:

THE LAND TRUST OF NORTH ALABAMA, INC., an Alabama non-profit corporation

By: _____
Marie Bostick, Executive Director

STATE OF ALABAMA)

COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Marie Bostick, whose name as Executive Director of The Land Trust of North Alabama, Inc., an Alabama non-profit 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 said conveyance, he/she as such Executive Director and with full authority executed the same voluntarily for and as the act of said non-profit corporation.

Given under my hand this _____ day of _____, 2025.

_____
Notary Public

[NOTARIAL SEAL]

My commission expires:_____

[Signature page for Grantee of Parking Easement Agreement]

GRANTEE:

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 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 for and as the act of said municipal corporation as of the day the same bears day.

Given under my hand this _____ day of _____, 2025.

_____
Notary Public
My commission expires:_____

[NOTARIAL SEAL]

[Parking Easement Agreement]

Exhibit "A"
(Legal Description of the Land Trust Property)

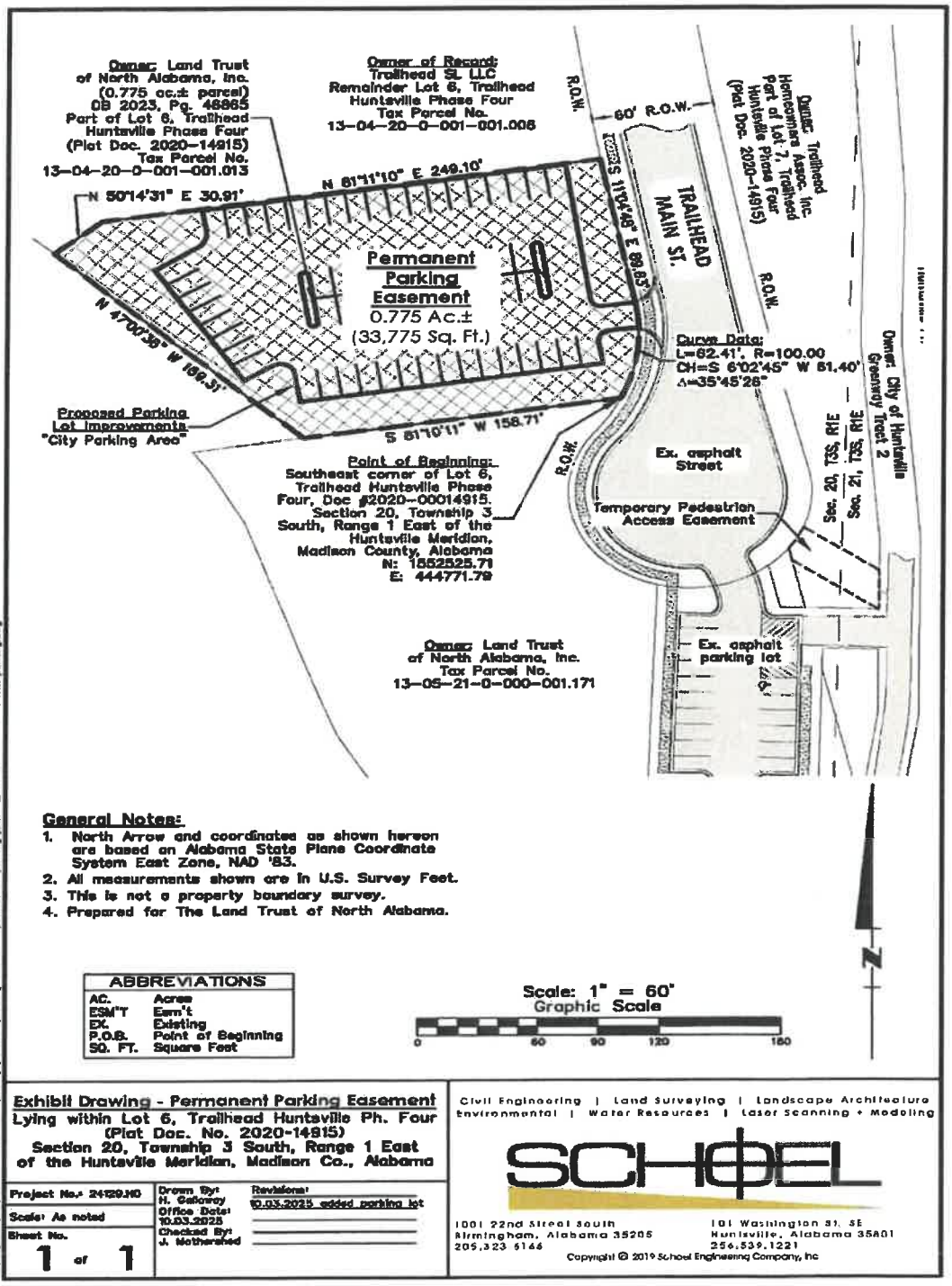
A parcel of land situated in Lot 6 of "Trailhead Huntsville Phase Four" as recorded on the Final Plat in Document Number 2020-00014915 and in Section 21, Township 3 South, Range 1 West, of the Huntsville Meridian, Madison County, Alabama, {BEARINGS AND/OR DISTANCES referenced to the Alabama State Plane Coordinate System, East Zone, NAD83(2011)} and being more particularly described as follows:

Beginning at the southeast corner of Lot 6 of said Trailhead Huntsville Phase Four and being on the west right of way of Trailhead Main Street; thence run South 81 degrees 10 minutes 11 seconds West 158.71 feet along the south boundary of said Lot 6 to the southwest corner of said Lot 6; thence run North 47 degrees 00 minutes 36 seconds West 169.31 feet along the west boundary of said Lot 6; thence run North 50 degrees 14 minutes 31 seconds East 30.91 feet; thence run North 81 degrees 11 minutes 10 seconds East 249.10 feet to the east boundary of said Lot 6 and the west right of way of said Trailhead Main Street; thence run South 11 degrees 04 minutes 48 seconds East 89.63 feet along the west right of way of said Trailhead Main Street; thence run an arc length of 62.41 feet along the west right of way of said Trailhead Main Street and a curve to the right having a radius of 100.00 feet, a delta angle of 35 degrees 45 minutes 26 seconds, and a chord bearing and distance of South 06 degrees 02 minutes 45 seconds West 61.40 feet back to the Point of Beginning.

Said parcel containing 0.775 acres (33,775 square feet) more or less.

Subject to all easements, right of ways, note restrictions, etc. shown on the Final Plat of Trailhead Huntsville Phase Four as recorded in Document Number 2020-00014915 and any restrictions by the City of Huntsville for lands in the Lower and Upper Slope Development District.

Exhibit "B"
(Depiction of Easement Area)



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 in U.S. Survey Feet.
3. This is not a property boundary survey.
4. Prepared for The Land Trust of North Alabama.

ABBREVIATIONS	
AC.	Acres
ESM'T	Esm't
EX.	Existing
P.O.B.	Point of Beginning
SQ. FT.	Square Feet

Exhibit Drawing - Permanent Parking Easement
Lying within Lot 6, Trailhead Huntsville Ph. Four (Plat Doc. No. 2020-14915)
Section 20, Township 3 South, Range 1 East of the Huntsville Meridian, Madison Co., Alabama

Project No.: 24129.NO
Scale: As noted
Sheet No. 1 of 1

Drawn By: H. Galloway
Office Date: 10.03.2025
Checked By: J. Mothershed
Revisions: 10.03.2025 added parking lot

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

SCHOEL

1001 22nd Street South, Birmingham, Alabama 35205, 205.323.6146
101 Washington St. SE, Huntsville, Alabama 35801, 256.539.1221

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H:\Projects\24\129 Land Trust NO\Survey\Exhibits\Parking esm't for permanent parking\241128_Exhibit esm't for Perm parking.dwg

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** 2025-991

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:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** TMP-6139

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 23rd day of October, 2025.

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

APPROVED this the 23rd day of October, 2025.

_____
Mayor of the City of
Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** 2025-992

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

Additional Comments:
Standard of periodic bid utilized by various departments.

Update of Bid:

Cora, Inc. dba Mr. Rooter Plumbing - Standby Sanitary Sewer Service (Water Pollution Control) $46,800.00

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** TMP-6141

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

Additional Comments:
Standard of periodic bid utilized by various departments.

Update of Bid:

Cora, Inc. dba Mr. Rooter Plumbing - Standby Sanitary Sewer Service (Water Pollution Control) $46,800.00

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:

VENDOR	COMMODITY/SERVICE	AGREEMENT
Cora, Inc. dba Mr. Rooter Plumbing	Standby Sanitary Sewer Service	One Year W/Extensions

ADOPTED this the 23rd day of October, 2025.

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

APPROVED this the 23rd day of October, 2025.

_____
Mayor of the City of Huntsville, Alabama

HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement Services **DATE:** 10/2/2025
FROM: Kerri Bevilacqua **DEPT:** Water Pollution Control
BID #: 83-2025-76 **COMMODITY/SERVICE:** Standby Sanitary Sewer Service

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Cora, Inc. dba Mr. Rooter Plumbing

RECOMMENDATION: The department recommends awarding to the sole bidder, Cora, Inc. dba Mr. Rooter Plumbing.

DESCRIPTION	PRICE	UOM	COMMENT
Standby Sanitary Sewer Service	$3900.00	Month	

INITIAL PURCHASE: $46,800 Annually
FUNDING SOURCE: 6000-76-76300-516030-0000000
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.

Randall Stewart Digitally signed by Randall Stewart Date: 2025.10.07 14:24:41 -05'00'
Department Head Date

Tamara M Yancy Digitally signed by Tamara M Yancy Date: 2025.10.09 10:01:15 -05'00'
Procurement Manager 10.9.2025 Date

Email completed form to Procurement@huntsvilleal.gov

APPENDIX F
BIDDER PRICING FORM

The City reserves the right to make an award in whole or part to one or more Bidders whenever deemed necessary and in the best interest of the City. All minimum quantities provided are considered to be estimates only.

Bidder must include in its Bid price all labor, supervision, materials, equipment, and tools of the trade required to meet the Contract requirements. Prices quoted shall be in U.S. Dollars, delivered prices, F.O.B. destination, exclusive of all federal or state excise, sales, and manufacturer's taxes. The City will not accept charges for transportation, handling, packaging, installation or out-of-pocket expense other than as specified in the Bid.

Prices quoted to the City shall remain firm for a minimum of ninety (90) days from the date of opening of the bid, unless so stated differently in the bid. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. The City will be protected against any increase above the price in the bid. Any bid containing an "Escalator Clause" will not be considered unless so stipulated in the Invitation for Bid. Discounts will be considered in determining the lowest responsible bidder, however, any payment term based on less than 30 days will not be considered. Discounts will be figured from the date of acceptance by the City regardless of date of delivery or invoice.

Bidder shall acknowledge receipt of all addenda in the space provided on the Bidder Pricing Form below. Failure to acknowledge receipt of addenda shall not relieve Bidder of full responsibility for all requirements contained in addenda.

We acknowledge receipt of the following addenda: N/A

I. STANDBY SANITARY SEWER SERVICE

Price Per Month: $ 3900 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.

Steve Vinson
Printed legal name of Bidder

Steve Vinson – President
Printed name of individual/corporate officer/general partner/joint venturer AND Title

Signature

9-22-25
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 service the City of Huntsville is requiring. The Bidder must indicate compliance or list exceptions to each specification item for consideration and/or acceptance. **Failure** to comply with this provision shall be cause for rejection of the bid as non-responsive.

Line Ref #	DETAILED REQUIREMENTS	Compliant?	
		Yes	No
1	The Company agrees to respond within one (1) hour of notification to all Sanitary Sewer complaints and shall immediately correct all problems capable of being corrected, without excavation or a Pump Technician, found to exist in the collector lines and other lines located within the City's right-of-way for streets, alleys and easements.	X	
2	The Company shall not perform work at the City's expense on service lines from the sewer main to building sewer.	X	
3	The Company agrees to clean line segment (manhole to manhole) serving Complainant address.	X	
4	The Company agrees to contact Complainant. If contact is not made, a door hanger will be hung on doorknob containing the appropriate information. (Door hanger provided by the City of Huntsville)	X	
5	The Company agrees to immediately notify the City if the problem complained of cannot be corrected without excavation or a Pump Technician.	X	
6	The Company agrees to adequately provide for the safety of the Public by the placement of warning devices such as cones, barriers or other devices where work is being accomplished by the Company.	X	
7	The Company agrees to provide and maintain in good working order two (2) high velocity cleaning machines capable of producing a minimum of 65 gpm at 2,000 psi and cleaning lines up to 18 inches diameter for a distance of 600 feet.	X	
8	The Company agrees to maintain an annual log, which is updated daily, and e-mail to the Sewer Collection Superintendent by 7:00 AM showing all information related to each complaint. The complaint information is to be entered on electronic forms provided by the City. A copy of the updated annual log will be forwarded to the City weekly.	X	
9	It is mutually understood and agreed that this contract is for personal services and is not assignable.	X	

APPENDIX D
DETAILED REQUIREMENTS CHECKLIST
(continued)

I. To aid the City in making a determination of your ability to perform the services under the contract, the following information is required (attach supplemental pages if necessary).

A. Describe below the equipment available to you which will be utilized in performing the contract:

HIGH VELOCITY CLEANERS

Manufacturer: Pipe Hunter
Model: GMC
Year: 1998
Description: C-6500
65 gpm @ 2000 PSI
Capacity: 1000 Gal Tank

Manufacturer: Pipe Hunter
Model: GMC
Year: 2007
Description: C-6500
65 gpm 2000 PSI
Capacity: 1000 Gal Tank

B. Where may this equipment be inspected?

Mr. Rooter
1330 Fletcher St Hsv AL 35810

C. Minimum number of personnel and average number of years of experience which are available to perform the services.

6-people
109-years combined

D. How long have you been engaged in the business of cleaning, rodding and service work on sanitary sewer lines in the City of Huntsville?

32 Years

APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

Name of Proposer (exactly as it would appear on an agreement):
Cora Inc DBA Mr. Rooter Plumbing

Doing-Business-As Name of Proposer:
Mr. Rooter Plumbing

Principal Office Address:
1330 Fletcher St.
Huntsville, AL 35801

Telephone Number: 256-536-9555

Fax Number: 256-536-9533

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: 4-30-96
Location of incorporation: 311 Oakwood Ave - Huntsville AL
The corporation is held: Publicly ___ Privately ___

Names and titles of corporate officers: Steve Vinson - President

Partnership Statement

If a partnership, answer the following:

Date of organization: N/A
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:

N/A

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: N/A
Location of organization: _____
JV Agreement recorded? Yes ___ No ___

Name, address of each Joint Venturer and percent of ownership of each:

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

Steve Vinson
Print or Type Name of Proposer

9-22-25
Date

Bora Inc/dba MrRooter Plbg
Legal Name of Firm

1330 Fletcher St.
Mailing Address

Huntsville AL 35801
City State Zip Code

254-536-9555 254-534-9533
Phone Fax

Tammy.Sharp@mrrooter-HSV.com
Email Address

mrrooter.com/huntsville
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): Cora Inc DBA Mr. Rooter Plumbing
- City of Huntsville current taxpayer identification number (if available): _____. (Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

B. Type of Ownership. Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

Type of Ownership (*check appropriate box*)	**Entity I. D. Number & Applicable State**
❑ Individual or Sole Proprietorship	**Not Applicable**
❑ General Partnership	**Not Applicable**
❑ Limited Partnership (LP)	Number & State:
❑ Limited Liability Partnership (LLP)	Number & State:
❑ Limited Liability Company (LLC) (Single Member)	Number & State:
❑ LLC (Multi-Member)	Number & State:
X Corporation	Number & State: 179.390 Alabama
❑ Other, please explain:	Number & State (if a filing entity under state law):

C. Entity I.D. Numbers. If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: www.sos.state.al.us/, under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

D. Formation Documents. Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, ***are not required unless:*** (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

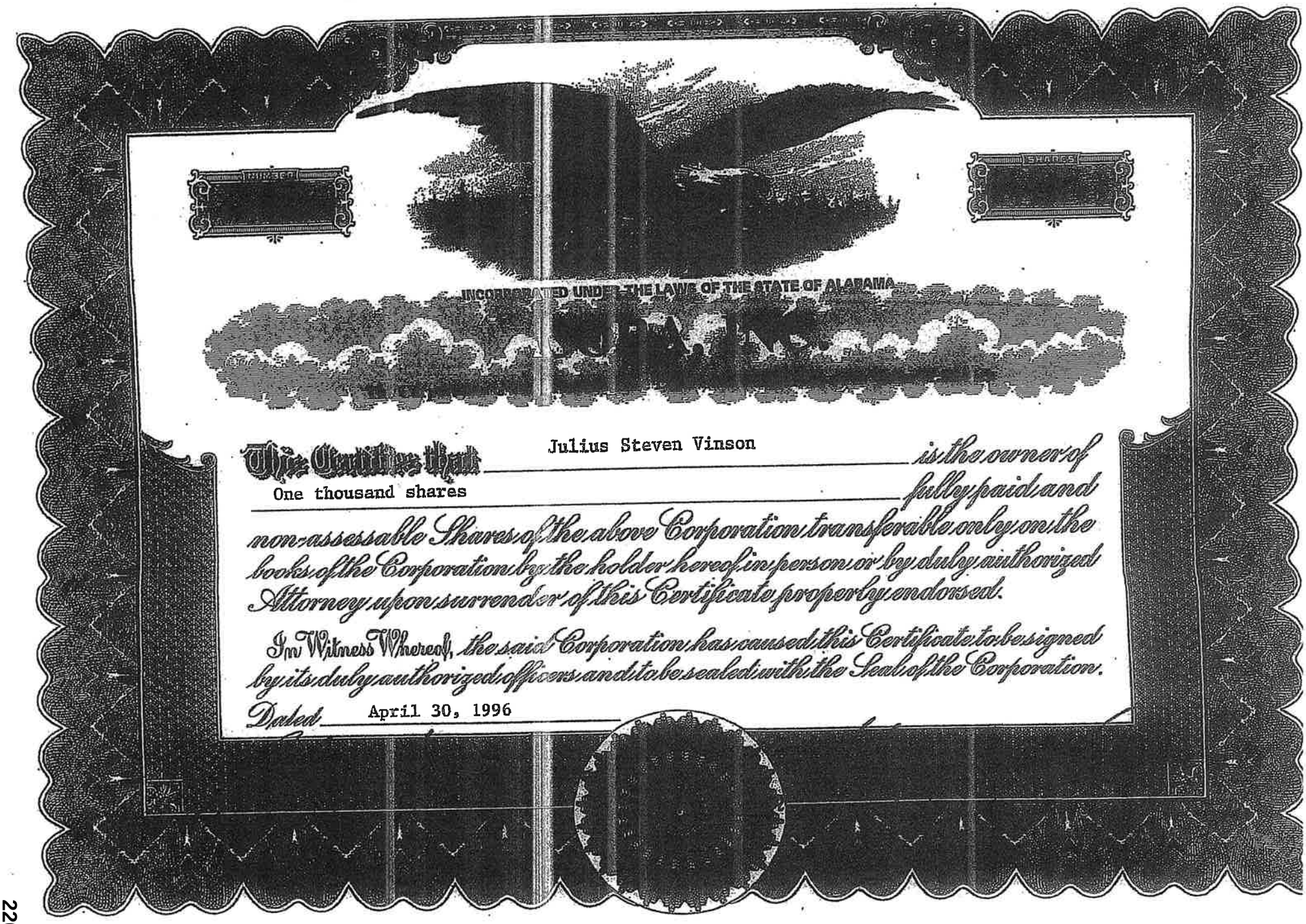
Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.

Signature: Steve Vinson Title (if applicable): President

Type or legibly write name: Steve Vinson Date: 9-22-25

Alabama Secretary of State

Cora, Inc.	
Entity ID Number	179-390
Entity Type	Domestic Corporation
Principal Address	HUNTSVILLE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Madison County
Formation Date	4-30-1996
Registered Agent Name	VINSON, JULIUS STEVEN
Registered Office Street Address	311 OAKWOOD AVE NW HUNTSVILLE, AL 35811
Registered Office Mailing Address	Not Provided
Nature of Business	FULL SERVICE PLUMBING BUSINESS CALLED MR ROOTER
Capital Authorized	$1,000
Capital Paid In	$1,000
Incorporators	
Incorporator Name	VINSON, JULIUS STEVEN
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2012 2013 2014 2015 2016 2017 2018 2019
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	4-30-1996 Certificate of Formation 6 pgs.


INCORPORATED UNDER THE LAWS OF THE STATE OF ALABAMA
This Certifies that
Julius Steven Vinson
is the owner of
One thousand shares
fully paid and non-assessable Shares of the above Corporation transferable only on the books of the Corporation by the holder hereof in person or by duly authorized Attorney upon surrender of this Certificate properly endorsed.
In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officers and to be sealed with the Seal of the Corporation.
Dated April 30, 1996

E-Verify

Company ID Number: 483662

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the E-Verify Employer Agent and DHS respectively. If you have any questions, contact E-Verify at 1-888-464-4218.
Approved by:

Employer Cora Inc.	
Steve Vinson	
Name (Please Type or Print)	Title
Electronically Signed	01/05/2012
Signature	Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	01/05/2012
Signature	Date 11/8/19

Information Required for the E-Verify Program
Information relating to your Company:

Company Name:	Cora Inc.
Company Facility Address:	1330 Fletcher St
	Huntsville, AL 35801
Company Alternate Address:	P.O. Box 2934
	Huntsville, AL 35804

E-Verify

Company ID Number: 483662

County or Parish:	MADISON
Employer Identification Number:	631173916
North American Industry Classification Systems Code:	811
Administrator:	
Number of Employees:	20 to 99
Number of Sites Verified for:	1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- ALABAMA 1 site(s)

STATE OF ALABAMA

MADISON COUNTY

CONTROL NO. 4391519

LICENSE NO. 2504762

ACCOUNT NO. 91900

ISSUED TO:

CORA, INC
DBA MR ROOTER

PO BOX 2934

HUNTSVILLE, AL 35804

LICENSE YEAR
2025

DATE ISSUED		
10	08	2024
MO.	DAY	YR.

LICENSE TYPE	
STORE LICENSE	
CHAIN STORE LICENSE	
OCCUPATIONAL LICENSE	X

BUSINESS LOCATION:
1330 FLETCHER ST
HUNTSVILLE, AL 35801
RL:
U10 - #4391519 - T2 - P1828285 - M2

EXPIRES
9/30/2025
RENEW IN OCTOBER

SECTION	BUSINESS TYPE	License Amount	FEE	PENALTY	CITATION	INTEREST	TOTAL
0084	Construction companies or contractors ($200k+)	375.00	1.75	0.00	0.00	0.00	376.75

TOTAL		376.75
MAIL FEE		2.00
TOTAL WITH MAIL FEE		378.75

TRANSFER OF LICENSE
Evidence having been adduced before me that a bona fide sale of the business licensed by this certificate has been made by licensee, this license is transferred to said purchaser.

Name of Purchaser

Issuing Authority

Kathleen D. Baxter
State Comptroller

Vernon Barnett
Commissioner of Revenue

MARK CRAIG
Issuing Authority

BUSINESS LICENSE

To Conduct Business in The City of Huntsville, Alabama

2025

TAXPAYER #: 30277
CITIZEN STATUS: C

DATE ISSUED: 1/21/2025
LICENSE NO: 389456

TAXPAYER: CORA, INC
1330 FLETCHER ST NW
HUNTSVILLE, AL 35801

LICENSE HOLDER: JULIUS STEVE VINSON

NAICS CODE: 238220 - PLUMBING, HEATING, AND AIR-CONDITIONING CONTRACTORS

BUSINESS LOCATION: 1
LOCATION: MR ROOTER OF HUNTSVILLE
1330 FLETCHER ST NW
HUNTSVILLE, AL 35801

BUSINESS LICENSE YEAR: 2025

The licensee named herein is authorized to do business at the above specified Business Location as provided for the License Schedules listed below:

SECTION NO	TYPE OF LICENSE	AMOUNT
29	CONTRACTOR PLUMBING	$350.00
30	CONTRACTOR GAS FITTERS	$75.00
	TOTAL LICENSE	$425.00
	TOTAL ISSUANCE FEES	$14.00
	TOTAL PAYMENT	$439.00

Licenses paid by check are void if check is not honored upon first presentation to bank

RANDY L. CUNNINGHAM
DIRECTOR OF INSPECTION SERVICES

WARNING: This license is granted as a personal privilege to the individual, partnership or corporation named, and cannot be used by any other individual, partnership or corporation, under penalty of law. This license does not authorize a business to operate in conflict with any City of Huntsville Ordinances or State of Alabama Laws.

VALID UNTIL DECEMBER 31 of the business license year shown above

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/16/2025

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

License#: 0079647

CONTACT NAME: Dee Lawler
PHONE (A/C, No, Ext): 256-428-1008 FAX (A/C, No): 256-428-1108
E-MAIL ADDRESS: DLawler@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Columbia Insurance Company	27812
INSURER B : American Interstate Insurance Company	31895
INSURER C : Progressive Specialty Insurance Co	32786
INSURER D : Westchester Surplus Lines Ins Co	10172
INSURER E :	
INSURER F :	

INSURED
MRROOTE-01
Cora Inc dba Mr. Rooter Of Huntsville
P. O. Box 2934
Huntsville AL 35804

COVERAGES **CERTIFICATE NUMBER:** 1567344976 **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	X COMMERCIAL GENERAL LIABILITY			CMPAL2000017688	9/19/2025	9/19/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			CAPAL2000017689	9/19/2025	9/19/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			CUPAL2000017689	9/19/2025	9/19/2026	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		N/A	AVWCAL3325272025	1/1/2025	1/1/2026	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Progressive Auto			959869963	7/18/2025	7/18/2026	CSL Liability	1,000,000
D	Pollution Policy			G27904038 011	9/16/2025	9/16/2026	Each Poll Condition	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation is limited to the provisions of the Alabama Worker's Compensation Law

CERTIFICATE HOLDER

City Of Huntsville
Procurement Services
P.O. Box 308
Huntsville AL 35804

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

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305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** 2025-993

Department: Finance

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

Resolution authorizing the Mayor to enter into agreement with International Data Base Corp. dba Bidnet Direct for the provision of web-based bid solicitation software.

Resolution No.

Finance Information:

Account Number: 1000-17-17100-515250-00000000

City Cost Amount: $ 3,136.35 (Y1); $3,230.44 (Y2); and $3,327.35 (Y3)

Total Cost: $9,694.14

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:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** TMP-6166

Department: Finance

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

Resolution authorizing the Mayor to enter into agreement with International Data Base Corp. dba Bidnet Direct for the provision of web-based bid solicitation software.

Resolution No.

Finance Information:

Account Number: 1000-17-17100-515250-00000000

City Cost Amount: $ 3,136.35 (Y1); $3,230.44 (Y2); and $3,327.35 (Y3)

Total Cost: $9,694.14

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. _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor is hereby authorized to enter into an Agreement, by and between the City of Huntsville, a municipal corporation in the State of Alabama, and International Data Corporation dba Bidnet Direct which said Agreement is attached hereto and identified as "Order No. CON541680," for access to the web-based bid solicitation platform, consisting two (2) pages and the date of October 23, 2025 appearing on the margin of the first page, together with the signature of the President or President Pro Tern of the City Council, and executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 23rd day of October, 2025.

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

APPROVED this the 23rd day of October, 2025.

_____
Mayor of the City of Huntsville,
Alabama

15 British American Blvd, Latham, NY 12110
800-835-4603 | www.bidnetdirect.com

Order No: CON541680

ORDER FORM

Customer Billing Information

Customer Name:	City of Huntsville	**Billing Contact:**	Tamara Yancy
Address:	308 Fountain Circle Huntsville, AL, 35801	**Phone Number:**	
		Email Address:	tamara.yancy@huntsvilleal.gov

Contract and Payment Details

Contract Term:	3 Year(s)	**Payment Method:**	EFT or check
Contract Start:	2026-01-01	**Payment Terms:**	30 days
Contract End:	2028-12-31	**Billing Method:**	Electronic Invoice
Options:		**Billing Frequency:**	Annual

Service Fees

- Fees for the scope herein are included in the Customer's annual Saas fee. Any additional services requested will be managed through the Change Control process.

SOVRA Bidnet Direct Premier Edition **Total Annual Fee with existing client discount on a multi-year agreement** Year One* (01/01/26-12/31/26) Year Two* (01/01/27-12/31/27) Year Three* (01/01/28-12/31/28)	 **$3,136.35** **$3,230.44** **$3,327.35**
Other Terms	*Three-year term required with a total three-year cost of $9694.14.

Payment Terms for Annual Fees:

- Customer agrees to pay annual fees upon access to system environment.

All payments shall be made in accordance with the terms and conditions of the Master Agreement. All pricing is in USD dollars and does not include any taxes that may apply. Any such taxes are the responsibility of the Customer.

[***CON541680 *6 *13500401695773130420097157658770864775801736530 0*1*2***] Powered by ASC

This Order Form is governed by the Online Master SaaS and Services Agreement found at Online Master SaaS and Services Agreement | SOVRA (the "**Agreement**") and includes and incorporates the Service Level Agreement. In the event of a conflict between the Agreement and the terms of this Order Form, this Order Form shall control.

IN WITNESS WHEREOF, the Parties have caused this Order to be executed by their duly authorized representatives.

City of Huntsville	**International Data Base Corporation DBA Bidnet**
Signature	Signature E-SIGNED by Chris Van Beke on 2025-10-02 21:38:57 GMT
Name	Name Chris Van Beke
Title	Title Senior Vice President
Date	Date 2025-10-02

[***CON541680 *6 *13500401695773130420097157658770864775801736530 0*2*2***] Powered by ASC

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** 2025-994

Department: Community Development

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

Resolution authorizing the Mayor to enter into agreement between the City of Huntsville, Alabama and Family Services Center, Inc., acting as a Community Housing Development Organization, for the use of Home Investment Partnerships (HOME) program funds to construct affordable housing at 6204 Olson Street NW.

Resolution No.

Finance Information:

Account Number: 515520

City Cost Amount: $0.00

Total Cost: $0.00

Special Circumstances:

Grant Funded: $238,750.00

Grant Title - CFDA or granting Agency: Home Investment Partnerships (HOME) funds - HUD

Resolution #: Click or tap here to enter text.

Location: (list below)

Address: 6204 Olson Street NW, Huntsville, AL 35810
District: District 1 ☒ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** TMP-6147

Department: Community Development

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

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Address: 6204 Olson Street NW, Huntsville, AL 35810
District: District 1 ☒ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

RESOLUTION NO. 25-_____

WHEREAS, the City of Huntsville, Alabama received grants from the United States Department of Housing and Urban Development, hereinafter referred to as HUD, whereby certain funds were provided to the City under the provisions of the HOME Investments Partnership Act, as amended; and,

WHEREAS, FAMILY SERVICES CENTER, INC., an Alabama non-profit corporation, has met all requirements of the Act regarding its status as a Community Housing Development Organization (CHDO); and,

WHEREAS, the City of Huntsville certified FAMILY SERVICES CENTER, INC. as a Community Housing Development Organization (CHDO); and,

WHEREAS, the City desires to engage FAMILY SERVICES CENTER, INC., to provide certain services under provisions of the Act.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor of the City of Huntsville is hereby authorized, requested and directed to enter into an agreement with FAMILY SERVICES CENTER,INC., said agreement being substantially similar in words and figures to that document identified as "Agreement between the City of Huntsville, Alabama and Family Services Center, Inc., acting as a Community Housing Development Organization, for the use of Home Investment Partnership Funds to Construct Affordable Housing at 6204 Olson Street NW," consisting of twenty-three (23) pages, including Exhibits A and B, with the signature of the Council President or President Pro tem, and the date October 23, 2025, appearing on the margin of the first page, a copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville.

ADOPTED this the 23rd day of October, 2025.

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

APPROVED this the 23rd day of October, 2025.

_____
Mayor of the City of Huntsville,
Alabama

STATE OF ALABAMA)

COUNTY OF MADISON)

AGREEMENT BETWEEN THE CITY OF HUNTSVILLE, ALABAMA AND FAMILY SERVICES CENTER, INC., ACTING AS A COMMUNITY HOUSING DEVELOPMENT ORGANIZATION, FOR THE USE OF HOME INVESTMENT PARTNERSHIPS FUNDS TO CONSTRUCT AFFORDABLE HOUSING AT 6204 OLSON STREET NW

THIS AGREEMENT, entered into this the 23rd day of October 2025, by and between the City of Huntsville, Alabama, a municipal corporation, hereinafter referred to as the CITY, and, Family Services Center, Inc., an Alabama non-profit corporation, the DEVELOPER, hereinafter referred to as the DEVELOPER.

NOW, THEREFORE, for consideration as hereinafter provided, the parties hereto do mutually agree as follows:

PART I

I. PROJECT DESCRIPTION. The DEVELOPER shall provide management of a Community Housing Development Organization (CHDO) program that will involve homeownership opportunities for low- and moderate-income families that meet HOME program income eligibility criteria. The City shall provide a total of **$238,750.00** in HOME funds for activities associated with the program. Funds shall be expended as described in Part I, Section VI of this Agreement. The DEVELOPER shall receive CHDO Operating funds for eligible operating expenses such as salaries/benefits, rent/mortgage, utilities and any other HUD-approved operating expense related to this project, which will be detailed under separate contract.

II. PROJECT LOCATION. All records related to the DEVELOPER shall be maintained at the DEVELOPER'S office located at 520 Madison Street Southeast, Huntsville, Alabama 35801.

III. SERVICES TO BE PROVIDED. The DEVELOPER shall, in a satisfactory and proper manner, as determined by the Community Development Department (CDD) of the City of Huntsville, perform the following services:

President of the City Council
City of Huntsville, Alabama
Date: October 23, 2025

A. The DEVELOPER will provide for the administration and oversight of its project that includes acquisition, new construction, and a homeownership program for low-income families.

B. The CITY will provide funds for the construction of One (1) three-bedroom house for low- and moderate-income families. The house will be located at 6204 Olson Street NW, within the City limits of Huntsville, AL and the CITY will provide a maximum of **$238,750.00** in HOME funds for this purpose.

IV. TIME OF PERFORMANCE. All activities to be undertaken by the DEVELOPER will be undertaken beginning on October 23, 2025. All activities utilizing HOME funds, other than monitoring activities which continue for the duration of the period of affordability, will be completed by October 23, 2027. All documentation shall be completed no later than October 23, 2027.

V. CHDO PROCEEDS. Proceeds are to be retained by the DEVELOPER for additional HOME eligible activities approved by the CITY.

The DEVELOPER shall perform according to the following schedule:

Program Element	**Deadline**
• Execute Contract for Project	October 23, 2025
• Project Start Date	October 23, 2025
• Project Homeownership Sale Started	October 23, 2025
• Pre-construction Conference	November 3, 2025
• Construction Completion Date	April 23, 2027
• Project Homeownership Completed	October 23, 2027
• Monitoring Period	5-15 years for each home in accordance with the applicable period of affordability as calculated per home sale.

This schedule is subject to change by mutual agreement of both parties executed in writing and signed by a duly authorized representative of each entity.

VI. **COMPENSATION AND METHOD OF PAYMENT:**

After receipt of funds, the DEVELOPER shall make payment of expenses to the vendor(s) or employee(s) indicated in the request for funds within two (2) working days from the date of the deposit of funds by the DEVELOPER. HOME assistance shall not exceed the total amount of **$238,750.00** (Two hundred thirty-eight thousand seven hundred fifty and 00\100 dollars) for all services required hereunder, depending on funding availability *(hereinafter "Grant")* for performance under this Agreement, as follows:

A. Based on the approved budget, partial payments shall be made upon presentation of (i) purchase agreements and invoices, and/or (ii) other source documents. Payments will be made on a reimbursement basis for eligible expenses actually incurred by the DEVELOPER.

B. All payments under this agreement are subject to receipt by the City of sufficient federal funds for the HOME Investment Partnerships program. HOME Investment Partnerships funds shall be drawn from the U.S. Treasury by the City through the Integrated Disbursement and Information System (IDIS). The City shall retain exclusive direct access rights to the IDIS system. All access to the IDIS system will be by duly authorized persons designated by the City as approved by HUD. Any termination, reduction or delay of receipt of HOME Investment Partnerships funds to the City shall, at the option of the City, result in the termination, reduction or delay of HOME Investment Partnerships funds to the DEVELOPER.

C. Funds provided to the DEVELOPER shall be deposited within 10 business days from the date of disbursement to the DEVELOPER by the City.

D. The HOME funds disbursed pursuant to this Agreement shall be utilized as follows:

6204 Olson Street NW
One 3-bedroom Home

Land	$ 39,500.00
Construction	$186,000.00
Fees & Professional Services	$ 1,250.00
Contingency	$ 12,000.00
***Total Construction**	**$238,750.00**
Developer Fee (15%)	N/A
Total Projected Cost	**$238,750.00**

* *Cost listed here are estimated, actual cost may transfer line-item amounts by up to 10%*

COST CATEGORY

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
515520	**New Construction**	**$238,750.00**
	TOTAL	**$238,750.00**

* Cost associated with but not limited to construction, liability insurance, utilities, appraisals, real estate fees, legal fees, consultants, professional services, surveys and any other cost associated with creation of housing units are reimbursable expenses for the agency until execution of sales contract to homeowner.

E. Any pre-development costs will be considered eligible costs provided the costs are

incurred no more than 90 days before the contract is executed.

F. Earnest money held by a third party for property acquisition will be an eligible expense provided the completion of purchase is after the execution of this contract.

G. Upon sale of the property, within seven (7) calendar days, the developer will remit a copy of the Settlement Statement and a copy of the check received at closing, or bank statement showing the deposit, to the City of Huntsville.

H. Family Services Center, Inc. is responsible for selling the property to a low- or moderate-income individual or family. If the property has not sold or is not under contract for sale within 9 months of the Certificate of Occupancy, the property will be required to be converted to rental property per HUD requirements 24 CFR 92.252.

VI. FEDERAL FUNDS. It is mutually understood by the parties hereto that this contract is subject to the continued availability of federal funds and no other funds of the City of Huntsville will be made available for funding this Agreement.

VII. REQUESTS FOR DISBURSEMENT FUNDS. The DEVELOPER may not request disbursement of funds under this agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.

PART II
HOME FUNDING -TERMS, CONDITIONS, REQUIREMENTS

CITY and DEVELOPER hereby agree:

I. **GENERAL TERMS AND CONDITIONS:**

A. The DEVELOPER agrees to comply with all applicable federal, state, and local laws and regulations governing the funds provided under this contract. Said HOME regulations are published in 24 CFR Part 92. In the event of any conflict between this agreement and applicable laws and regulations governing the HOME funds and the use of the HOME funds, the applicable HOME program laws and regulations shall govern. Each and every provision of law, regulation or clause required by law to be inserted in this agreement shall be as though it were included herein. The DEVELOPER agrees to enter into any modifications of this Agreement reasonably required by the CITY to attain compliance with the requirements of the HOME program.

B. The City shall have no responsibility or liability for the maintenance, operation or program funding not outlined in this contract for the DEVELOPER.

C. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The DEVELOPER shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation,

FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the DEVELOPER is an independent contractor.

D. During the period of this Agreement, effective as of the start of the Project, the DEVELOPER shall, as a reimbursable expense, procure and maintain all-risk property damage and liability insurance. For the term of this agreement, the DEVELOPER shall list the City, its employees, and elected and appointed officials as additional insured on said property insurance. Property damage coverage shall not be less than the current market value of the property. Liability coverage shall include contractual insurance as well as comprehensive form insurance and shall provide coverage of not less than $250,000 bodily injury per person, $500,000 bodily injury per occurrence, and $100,000 property damage. Proof of insurance shall be shown to the City by furnishing a copy of the certificate of insurance issued by an insurance company licensed to do business in the State of Alabama. The certificate of insurance shall include a statement guaranteeing that the insurance company shall notify the Community Development Coordinator within 30 days of the lapse of said policy. The DEVELOPER shall provide Workers' Compensation Insurance coverage as required by Alabama law for all employees involved in the performance of this contract.

E. Amounts paid pursuant to this Agreement shall be secured by a deed restriction and where appropriate, a mortgage.

F. In the event the DEVELOPER discontinues the provision of affordable housing as funded under this Agreement prior to the expiration of the period of affordability for this Agreement, the value of the pro-rated portion of real and personal property (tangible and intangible) secured with the HOME Investment Partnerships funds under this Agreement shall revert to the City. If the property has been disposed of, then the City will be reimbursed in the amount of the current fair market value of the property less any portion of the fair market value attributable to non-City HOME Investment Partnership funds. (Personal property includes, but is not limited to, equipment, furnishings, and vehicles.) Reversion of assets. Upon expiration of this agreement, the DEVELOPER must transfer to the CITY any HOME funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME funds.

G. All housing assisted with HOME Investment Partnerships funds shall be constructed in compliance with the property standards defined in 24 CFR 92.251(a) (1), (2) & (3), and any locally enforceable housing standards, laws, codes, ordinances, and zoning ordinances of the City. The housing must meet the accessibility requirements in the regulations referenced in 24 CFR Part 8 which implement Section 504 of Rehabilitation Act of 1973 (29 U.S.C. 794) and the design and construction requirements at 24 CFR 100.205 which implement the Fair Housing Act (42 U.S.C. 3601-3619).

H. DEVELOPERs that receive HOME Investment Partnerships funds shall maintain records indicating that an inspection of the housing was performed and at

a minimum a Certificate of Occupancy was provided for each assisted property.

I. All projects shall adhere to the project requirements found in Subpart F of 24 CFR Part 92, as applicable with the type of project assisted.

J. The Developer shall provide affordable homeownership housing for a minimum period of affordability beginning from the time each home is sold to an eligible occupant. All housing for acquisition by a family must meet the affordable housing requirements set forth in 24 CFR 92.254. According to HOME regulations, housing assisted with HOME Investment Partnerships funds shall have a deed restriction placed upon it at the time of sale, requiring adherence to the occupancy restriction of 24 CFR 92.254. The Deed Restriction approved by the City of Huntsville for use for homes sold pursuant to this Agreement is set forth as Exhibit "A" attached hereto and incorporated by reference into this Agreement. Such deed restriction contains the Period of Affordability Table and the applicable recapture requirements of 24 CFR 92.254 (a)(5)(ii) and shall be included in the purchase and sales agreement and deed in all sales transactions to eligible homeowners. With the concurrence of the City concerning the amounts of the HOME subsidy for each home sold as part of the Project, the Developer shall complete this Deed Restriction for inclusion in all home sales transactions. The period of affordability for each home sold shall be determined by the amount of HOME funded assistance provided to reduce the home selling price from appraised value to one of affordability (affordability subsidy) for people at income levels of 80% or less of Huntsville's median income. If down payment assistance will be provided, that amount will be added to/included in the total amount of assistance when determining the period of affordability length.

K. Monitoring by the Developer for compliance shall continue for the entire period of affordability for each home sold.

L. The DEVELOPER must comply with the requirements of 24 CFR 92.353 with regards to the displacement, relocation, and acquisition in order to minimize the displacement of persons as a result of this HOME assisted project.

M. News Media. Any publicity given to the project herein concerned shall recognize the City of Huntsville and the U.S. Department of Housing and Urban Development.

II. **PERFORMANCE AND REPORTING:**

A. The DEVELOPER shall direct all notices, reports, insurance policies, and other communications related to or required by this Agreement to the City of Huntsville, Alabama, Community Development Office, P. O. Box 308, Huntsville, Alabama 35804. Notice by both DEVELOPER and CITY shall be given by ordinary mail.

B. Until the completion of the Project and expenditure of all HOME Investment Partnerships funds disbursed under this Agreement, the DEVELOPER shall submit quarterly reports describing progress of the project activities. This report will be due 10 (ten) days after the end of each quarter, based upon the fiscal year (October 1 to September 30)

C. DEVELOPER shall provide the City with a Certified Statement of the Expenditure of Funds disbursed under this Agreement each fiscal year.

D. DEVELOPERS that receive HOME Investment Partnerships funds for homeowner assistance shall maintain records of determination of each homeowner's eligibility and eligibility as a family at the time the household(s) receive the assistance.

E. For projects with a HOME grant or loan of $500,000 or more (including all funding sources), an audit report which discloses the expenditure of HOME Investment Partnerships funds allocated for this Project, shall be submitted in accordance with 2 CFR part 230, subpart F.

F. No reporting requirements for City HOME funds shall extend beyond the final annual report that is due on November 1, in the last year of the period of affordability.

III. **OTHER REPORTS, AUDITS AND INSPECTIONS:**

A. The DEVELOPER shall promptly furnish the City or HUD with any financial records, statements, other records, data and information as the City or HUD may reasonably request pertaining to this Agreement.

B. During the term of this Agreement, any time during normal business hours, the DEVELOPER shall make available and accessible to the City, HUD and/or the Comptroller General of the United States, or their duly authorized representatives, all of the DEVELOPER'S records in order to permit examination of any books, documents, papers, audits, invoices, materials, payrolls, personnel records, conditions of employment, and other data relating to all matters covered by this Agreement.

C. The DEVELOPER shall retain financial records, supporting documents, statistical records, and all other records pertaining to expenditures under this Agreement for a

period of five (5) years after the termination of this Agreement.

D. All audit findings, reports, studies, and any other information or data prepared or assembled by the DEVELOPER under the terms of this agreement are confidential in nature, and the DEVELOPER agrees that they shall not be made available to any individual or organization, other than to an agent of the United States Government, without the prior written approval of the City.

E. Additional guidelines for reports and retention of records are set forth in Exhibit "B" of this Agreement which is attached hereto.

IV. ADMINISTRATIVE REQUIREMENTS:

A. FINANCIAL MANAGEMENT

1. Accounting Standards. The DEVELOPER agrees to comply with 2 CFR part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. As a minimum the DEVELOPER's financial management system shall provide for:

   a. Accurate, current, and complete disclosure of the financial results of each federally sponsored project or program in accordance with the reporting requirements. When a Federal sponsoring DEVELOPER requires reporting on an accrual basis, the DEVELOPER shall not be required to establish an accrual accounting system but shall develop such accrual data for its reports based on an analysis of the documentation on hand.

   b. Records that identify adequately the source and application of funds for federally sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, and income.

   c. Effective control over and accountability for all funds, property and other assets. DEVELOPERs shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.

   d. Comparison of actual outlays with budget amounts for each grant or other agreement. Whenever appropriate or required by Federal sponsoring DEVELOPER, financial information should be related to performance and unit cost data.

   e. Procedures to minimize the time elapsing between the receipt of funds from the City by CDD and the disbursement by the DEVELOPER within two (2) working days.

f. Procedures for determining the reasonableness, and if costs are allowable in accordance with the provisions of the applicable Federal cost principles and the terms of the grant or other agreement.

g. Accounting records that are supported by source documentation.

h. Examinations in the form of audits or internal audits. Such audits shall be made by qualified individuals who are sufficiently independent of those who authorize the expenditure of Federal funds, to produce unbiased opinions, conclusions or judgments. They shall meet the independence criteria along the lines of Chapter 3, Part 3 of the U.S. General Accounting Office publication, and Standards for Audit of Governmental Organizations, Programs, Activities and Functions. These examinations are intended to ascertain the effectiveness of the financial management systems and internal procedures that have been established to meet the terms and conditions of the agreements.

2. Cost Principles. The DEVELOPER shall administer its program in conformance with *2 CFR part 230, "Cost Principles for For-Profit Organizations*," for all costs incurred whether charged on a direct or indirect basis.

B. DOCUMENTATION AND RECORD-KEEPING

1. Record to be Maintained. The DEVELOPER shall maintain all records that are pertinent to the activities to be funded under this Agreement, including but not limited to:

a. Records providing a full description of each activity undertaken;
b. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with HOME assistance:
c. Records documenting compliance with the fair housing and equal opportunity components of the HOME program; and
d. Financial records as required by 2 CFR part 230.

2. Client Data

The DEVELOPER shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, signed verification of income statement, or other basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.

3. National Objectives and Eligibility

The DEVELOPER agrees to maintain documentation demonstrating the activities carried out with funds provided under this contract benefit low-income persons, as defined in 24 CFR Part 92.216 and/or 92.217.

4. Additional guidelines for documentation and record-keeping are set forth in Exhibit "B" attached hereto.

C. PROCUREMENT

1. Compliance

In accordance with 24 CFR 92.350, the DEVELOPER shall comply with the federal requirements set forth in 24 CFR 5.105. These requirements include nondiscrimination and equal opportunity; disclosure requirements, debarred, suspended or ineligible contractors, and drug free workplace, and are applicable to all participants in the HOME program.

2. Standards

The DEVELOPER shall procure services and materials in accordance with the requirements of 2 CFR Part 200.317 – 200.326. Copies of said regulations are provided and by execution of this Agreement, the DEVELOPER acknowledges their receipt.

D. AMENDMENTS. The City and DEVELOPER may amend this Agreement at any time provided that such amendments are executed in writing and signed by a duly authorized representative of both organizations.

E. UNIFORM ADMINISTRATION REQUIREMENTS. The DEVELOPER shall comply with the requirements of 2 CFR part 230 and the following requirements of 24 CFR: Part 84: 84.2, 84.5, 84.13 through 84.16, 84.21, 84.22, 84.26 through 84.28, 84.30, 84.31, 84.34 through 84.37, 84.40 through 84.48, 84.51, 84.60 through 84.62, 84.72, and 84.73.

V. **NONDISCRIMINATION and AFFIRMATIVE MARKETING:**

No person shall be excluded from or denied the benefits of the DEVELOPER'S service on the basis of age, race, color, religion, creed, national origin, sex, marital status, disability, gender identity or sexual orientation. All current and prospective project beneficiaries must, however, be persons in need of the programs provided by the DEVELOPER. The DEVELOPER shall comply with the affirmative marketing and minority outreach requirements set forth in 24 CFR 92.351.

VI. **SECTION 504 COMPLIANCE:**

No otherwise qualified individual with handicaps shall, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. This includes, but is not limited to, programs and/or activities related to housing, employment, and the delivery of services.

VII. **EQUAL EMPLOYMENT OPPORTUNITY and FAIR HOUSING:**

The DEVELOPER certifies that it is an "Equal Opportunity Employer" and that it will comply with all applicable regulations of the U.S. Department of Housing and Urban Development pertaining to equal opportunity and affirmative action in employment. Further, the DEVELOPER shall ensure that all contracts for work under this Agreement contain appropriate equal employment opportunity statements. In addition, DEVELOPERS shall comply with all provisions of 24 CFR 92.350.

VIII. **SECTION 3:**

Contractors retained by the DEVELOPER shall adhere to the following Section 3 requirements and provide reports as required by HUD. The DEVELOPER agrees to comply with Section 3 requirements, the requirements under 24 CFR 24 92.350, the regulations set forth in 24 CFR 135, and to include the following language in all subcontracts executed under this Agreement:

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are Developers of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The DEVELOPER agrees to include this Section 3 clause in every subcontract subject to compliance with the regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The DEVELOPER will not subcontract with any subcontractor where the

DEVELOPER has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

D. The DEVELOPER will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

E. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

IX. **W/MBE:**

The DEVELOPER will use its best efforts to afford minority and women-owned business enterprises (at least fifty-one (51) percent owned and controlled by minority group members or women) the maximum practicable opportunity to participate in the performance of this Agreement.

X. **LABOR:**

New construction projects funded under the HOME Investment Partnership program that contain more than 12 (twelve) units shall comply with the labor provisions outlined in 24 CFR 92.354. The DEVELOPER agrees to adhere to said provisions and will not use suspended or debarred contractors and will abide by 24 CFR 92.357.

XI. **ENVIRONMENTAL ASSESSMENT AND HISTORIC PRESERVATION:**

The DEVELOPER shall assist the City in complying with all applicable environmental assessment and historic preservation requirements of HUD and the State Historic Preservation Officer of Alabama.

XII. **LEAD-BASED PAINT POISONING PREVENTION:**

The DEVELOPER shall comply with requirements of Section 302 of the Lead-Based Paint Poisoning Prevention Act and HUD regulations there under (24 CFR 92.355) insofar as they apply to the performance of this Agreement. Each home completed pursuant to this Agreement must meet, prior to the closing of the sale of the property, the lead based paint requirement in 24 CFR Part 35, subparts, A,B,J, K,M, and R.

XIII. **TERMINATION OF AGREEMENT FOR CAUSE:**

In accordance with 24 CFR 85.43, if the DEVELOPER fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the DEVELOPER violates any of the terms, agreements or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement in whole or in part by giving written notice to the DEVELOPER of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. The City shall be obligated to make no payment due hereunder after it gives said notice unless the defaults are remedied within said 30-day period. In the event of such termination, the DEVELOPER shall promptly repay to the City the full loan amount or that portion of the amounts that have been disbursed to the DEVELOPER prior to such termination. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the DEVELOPER under the terms of this Agreement shall, at the option of the City, become the property of the City.

XIV. **TERMINATION OF AGREEMENT FOR CONVENIENCE:**

This Agreement may be terminated in whole or in part upon the mutual agreement of the parties hereto, in which case the City and the DEVELOPER shall agree upon the termination conditions, including the effective date, the disposition of contract amounts, and in the case of partial termination, the portion to be terminated. However, if, in the case of partial termination, the City determines that the remaining portion of the award will not accomplish the purposes for which the award was made, and the award is terminated in its entirety, the DEVELOPER shall promptly repay to the City the full grant amount or that portion of the amount which has been disbursed to the DEVELOPER prior to such termination.

XV. **INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS:**

A. No federal funds appropriated under this contract shall be paid, by or on behalf of the DEVELOPER, to any person for influencing or attempting to influence a member of Congress, an officer or employee of Congress or any federal agency 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 agreement.

B. 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, the DEVELOPER shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The DEVELOPER shall require that the language of this certification be included in the award documents for all Developers and that all Developers shall certify and disclose accordingly.

D. The DEVELOPER agrees to comply with the provisions of 24 CFR 92.356 which forbids any owner, developer or sponsor of a project assisted with HOME funds (or officer, employee, agent, elected or appointed official or consultant of the owner, developer or sponsor) whether private, for-profit or non-profit (including a Community Housing Development Organization (CHDO) when acting as an owner, developer or sponsor) from occupying a HOME-assisted affordable housing unit in a project. This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker.

E. The DEVELOPER shall maintain a code or standards of conduct that shall govern the performance of its officers, employees, consultants or agents engaged in the awarding and administration of contracts using Federal funds. No employee, officer or agent shall participate in the selection, award or administration of a contract in which Federal funds are used, where, to his knowledge, he or his immediate family or partner has a financial interest or with whom he is negotiating or has any arrangement concerning prospective employment. The DEVELOPER's officers, employees, consultants or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or potential contractors. Such standards shall provide for disciplinary actions to be applied for violations of such standards by the DEVELOPER's officers, employees, consultants, or agents.

XVI. **GRANTOR RECOGNITION:**

All activities, facilities, and items utilized pursuant to this contract shall be prominently labeled as HOME funded. In addition, the DEVELOPER will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

XVII. **ASSIGNABILITY:**

The DEVELOPER shall not assign or transfer any interest in this Agreement without the prior written approval of the City. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

XVIII. **HOLD HARMLESS PROVISION:**

The DEVELOPER shall indemnify, defend and hold harmless the City, its officers, employees and agents from all liability, loss, cost, damage and expense (including reasonable attorney's fees and court costs) resulting from or incurred by reason of any actions based upon the negligent acts or omissions of the DEVELOPER'S employees or agents during the performance of this Agreement.

XIX. **SEVERABILITY CLAUSE:**

If any one or more of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable, this Agreement shall be deemed severable and the remainder of the Agreement shall remain in full force and effect.

XX. **LIMITATIONS OF CITY LIABILITY - DISCLAIMER OF RELATIONSHIP:**

The City shall not be liable to the DEVELOPER, or to any party, for completion of or failure to complete any improvements which are part of the Project. Nothing contained in this Agreement, nor any act or omission of the City or the DEVELOPER, shall be construed to create any special duty, relationship, third-party beneficiary, respondent superior, limited or general partnership, joint venture, or any association by reason of the DEVELOPER's involvement with the City.

XXI. **CONTRACTUAL NONCOMPLIANCE:**

Noncompliance with any and/or all part(s) of this contract, grant, loan or agreement, as determined by the City may result in the disallowance of costs thereby requiring the immediate payback of Federal funds by the DEVELOPER to the City within 30 days of such written determination. This requirement applies not only to the period of the contract, grant, loan or agreement but also for a period of five (5) to ten (10) years pursuant to the "Period of Record Retention" requirements.

XXII. **MAXIMUM PER-UNIT SUBSIDY AMOUNT:**

The amount of HOME funds that the DEVELOPER may invest on a per-unit basis in affordable housing may not exceed the per-unit dollar limits established by HUD under 24 CFR § 221.514 (b) (1) and (c) for elevator-type projects, involving non-profit mortgagors, insured under section 221 (d) (3) of the National Housing Act that apply to the area in which the housing is located.

XXIII. **DEFINITIONS:**

A. DEVELOPER - an entity, whether public or private, which has the responsibility for administering a project or activity under the terms of Title II Cranston-Gonzalez National Affordable Housing Act of 1990, and which is a party to this agreement.

B. CDD - The City of Huntsville, Alabama, a municipal Corporation, acting by and through the Community Development Division.

C. CONTRACTOR - an entity, other than a DEVELOPER (except as noted in the Labor Standards provisions) that furnishes to the City or to an DEVELOPER services (other than standard commercial supplies, office space, office space, or printing services).

D. HUD - The Secretary of Housing and Urban Development or a person authorized to act on his behalf.

E. PROGRAM – Home Investment Partnership Program approved by HUD and as amended from time to time.

F. CITY - The City of Huntsville, Alabama, a municipal Corporation, including its elected and appointed officials, employees, or designated agents thereof.

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

IN WITNESS THEREOF, the City and the DEVELOPER have executed this Agreement on this the 23rd day of October 2025.

THE CITY OF HUNTSVILLE, ALABAMA

DATE: _____

_____
Tommy Battle, Mayor
City of Huntsville, Alabama

ATTEST:

_____
Shaundrika Edwards, City Clerk
City of Huntsville, Alabama

FAMILY SERVICES CENTER, INC.

DATE:_____

_____
Its: Authorizing Official

ATTEST:

_____

Exhibit "A"

Deed Restriction

It is understood and agreed that federal HOME funds in the amount of $238,750.00 have been provided by the City of Huntsville, Alabama through Family Services Center, Inc. (AGENCY) to assist in the purchase and conveyance of the Property that is the subject of this real property transaction in order to make the Property available for low-income families as affordable housing. Federal regulations, set forth in 24 CFR 92.254 require that this housing must be acquired by a homebuyer whose family qualifies as a low-income family and the housing must be the principal residence of the homebuyer throughout the period of affordability. Additionally, recapture provisions are required pursuant to 24 CFR 92.254 (a) (5) (ii) for the purchase and sale agreement and to be included as a deed restriction to ensure that the City of Huntsville, Alabama recoups all or a portion of the HOME assistance provided to the home purchaser, if the housing does not continue to be the principal residence of the home purchaser for the duration of the period of affordability. The minimum period of affordability is determined in accordance with the following table based on the total amount of HOME funding subsidy provided and subject to recapture:

PERIOD OF AFFORDABILITY FOR HOME FUNDS used for affordability subsidy	
<$25,000	5 years
$25,000 - $49,999	10 years
>$50,000	15 years

In accordance with 24 CFR 92.254 (a)(5) (ii) (A)(2), during the applicable Period of Affordability, the amount to be recaptured may be reduced by the City of Huntsville, Alabama, on a pro rata basis for the time the purchaser homeowner has owned and occupied the subject housing measured against the affordability period.

During the Period of Affordability Family Services Center, Inc (AGENCY) and the City of Huntsville, Alabama must receive prior written notification of any sale, refinancing, or foreclosure that occurs with regards to the Property.

In the event of a sale of the Property during the Period of Affordability, an amount equal to a pro rata share of HOME subsidy funds, reduced proportionately for every year of the Period of Affordability the qualifying homeowner owned the Property, shall be repaid to the City of Huntsville, Alabama from any net gain realized upon the sale of the Property after deduction for sales expenses in accordance with 24 CFR 92.254 (a) (5) (ii) (A) (3).

In the event of a refinancing of the Property during the Period of Affordability, cash out refinances are unallowable. Any refinancing must be limited to the balance of the first mortgage.

In the event of a foreclosure of the Property during the Period of Affordability, the City of Huntsville, Alabama may receive the "net proceeds" up to the original amount of the HOME funding subsidy. The net proceeds are the sales price minus superior loan repayment (other than HOME funds) and any closing costs. At the sole discretion of the City of Huntsville, Alabama the net proceeds may be shared in accordance with the provisions of 24 CFR 92. 254 (a)(5)(ii)(A)(3).

The provisions of this "deed restriction" are hereby declared covenants running with the land and are fully binding on any successors, heirs, and assigns of the Purchaser/Grantee homeowner who may acquire any right, title, or interest in or to the Property, or any part thereof. The Purchaser/Grantee, its successors, heirs, and assigns do hereby agree and covenant to abide by and fully perform the provisions of this restriction and do hereby join into, executes, and accepts delivery of the deed of conveyance to evidence its obligation to abide by the obligations and restrictions set forth herein.

The pro rata basis for the properties addresses and is set forth as:

$238,750.00
HOME Funds Amount

Fifteen (15) Years
Period of Affordability

Family Services Center, Inc.

By: _____
Its: Authorizing Official

6204 OLSON STREET NW
Address

Exhibit "B"

1. REPORTS, REPORT CONTROL, AND CONTROL INFORMATION.

   A. REPORT CONTROL. Reports related to this project will be maintained by the DEVELOPER as a permanent, separate, identifiable file subject to periodic audits by the City through its Community Development Division (CDD), the Department of Housing and Urban Development, the Comptroller General, or any of their duly authorized representatives.

   B. FORMS. All forms bearing a Community Development Form Number (Community Development Division Forms) will be provided by the CDD.

   C. REPORTS CONTROL PERSONNEL. Upon execution of this contract, the DEVELOPER shall designate those members of the DEVELOPER staff who will be totally responsible to the CDD for DEVELOPER reports. All DEVELOPER contact regarding matters of reporting under this contract will be directed to the attention of the designated individuals.

   D. PENALTY FOR REPORT DEFICIENCIES AND DELINQUENCIES. The CDD will inventory and examine DEVELOPER reports prior to each request for Community Development funds, being especially mindful to report completeness. Release of all funds under this contract is contingent upon satisfactory DEVELOPER reporting under the terms of this contract. The CDD shall respond to any report deficiency of delinquency with a letter citing the applicable report deficiency or delinquency.

   E. GENERAL REPORT PROVISIONS.

      1. Data requirements, reporting format, and submission times will be specified by the CDD for all reporting.

      2. From time to time, as the CDD may determine, data in addition to that specifically required of the DEVELOPER in support of planning and/or evaluation.

      3. The CDD will make the final determination regarding delinquent of deficient reports, and generally, regarding any matter of report provisions where interpretation may be required.

      4. No exception will be made to any part of these report provisions unless the exception is made in writing by the CDD.

      5. Noncompliance with these provisions regarding reporting will be considered sufficient cause for termination of contract.

2. Project & Financial Records/Record Retention.

The DEVELOPER shall maintain all records required by the federal regulations specified in 24 CFR Part 92.508 that is pertinent to the activities funded under this agreement. Such records shall include as a minimum but are not limited to:

A. Project Records/Financial Records.

(i) A full description of each project assisted with HOME funds, including the location, form of HOME assistance, and the units or tenants assisted with HOME funds.

(ii) The source and application of funds for each project, including supporting documentation in accordance with 24 CFR 85.20.

(iii) Records demonstrating that each rental housing or homeownership project meets the maximum per-unit subsidy amount of 24 CFR 92.205 (c), the maximum per unit subsidy amount of 24 CFR 92.205 (a), and the subsidy layering guidelines adopted in accordance with 92.250(b).

(iv) Records demonstrating that each project meets the property standards of 24 CFR 92.251 and the lead-based paint requirements of 24 CFR 92.355.

(v) Records demonstrating that each family is income eligible in accordance with 24 CFR 92.203.

(vi) Records demonstrating that each tenant-based rental assistance project meets the written tenant selection policies and criteria of 24 CFR 92.209 (c) including the tenant preference requirements, the rent reasonableness requirements, HQS inspection reports, and calculation of the HOME subsidy.

(vii) Records demonstrating that each rental housing project meets the affordability and income targeting requirements for the required period. Records must be kept for each family assisted.

(viii) Records demonstrating that each multifamily rental housing project involving rehabilitation with refinancing comply with the refinancing guidelines in 24 CFR 206 (b).

(ix) Records demonstrating that each lease for a tenant receiving tenant-based assistance and for an assisted rental housing unit complies with the tenant and participant protection requirements of 24 CFR 92.253. Records must be kept for each family.

(x) Records demonstrating that the purchase price or estimated value after rehabilitation for each homeownership housing project does not exceed 95 percent of the median purchase price for the area. The records must demonstrate how the estimated value was determined.

(xi) Records demonstrating that each homeownership project meets the affordability requirements 24 CFR 92.254 for the required period.

(xii) Records concerning the tenant participation plan required by 24 CFR 92.303.

(xiii) Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with HOME funds.

(xiv) Documentation of actions undertaken to meet the requirements of 24 CFR Part 135 which implements section 3 of the Housing Development Act 1968, as amended (12 U.S.C. 1701u).

(xv) Documentation of the actions the DEVELOPER has taken to affirmatively further fair housing.

(xvi) Affirmative marketing and MBE/WBE records demonstrating compliance with 24 CFR 92.351.

(xvii) Records demonstrating compliance with the requirements regarding displacement, relocation, and real property acquisition, including project occupancy lists identifying the name and address of all persons occupying the real property on the date moving into the property on or after the date and occupying the property upon completion of the project.

(xviii) Records demonstrating compliance with the labor requirements 24 CFR 92.354 including contract provisions and payroll records.

(xix) Records demonstrating compliance with the lead-based paint requirements.

(xx) Records supporting exceptions to the conflict-of-interest prohibition.

(xxi) Records demonstrating compliance with the applicable uniform administrative requirements required by 24 CFR 92.505.

(xxii) Records demonstrating compliance with this Agreement.

(xxiii) Records demonstrating the use of funds for CHDO operating expenses and demonstrating compliance with the requirements of 24 CFR 92.208 and 92.300.

(xxiv) Records demonstrating compliance with any environmental review requirements.

(xxv) Records indicating that an inspection of the housing was performed and at a minimum a certificate of occupancy was provided for each property assisted with HOME funds.

B. Record retention. All records pertaining to each fiscal year of HOME funds must be retained for the most recent five-year period, except as provided below.

(i) For rental housing projects, records may be retained for five years after the project completion date; except that records of individual tenant income verifications, project rents and project inspections must be retained for the most recent five year period, until five years after the affordability period terminates.

(ii) For homeownership housing projects, records may be retained for five years after the project completion date, except for documents imposing recapture/resale restrictions which must be retained for five years after the affordability period terminates.

(iii) For tenant-based rental assistance projects, records must be retained for five years after the period of rental assistance terminates.

(iv) Written agreements must be retained for five years after the agreement terminates.

(v) Records covering displacements and acquisition must be retained for five years after the date by which all persons displaced from the property and all persons whose property is acquired for the projects have received the final payment to which they are entitled.

(vi) If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.

(vii) Access to records. HUD and the Comptroller General of the United States, any of their representatives, have the right of access to any pertinent books, documents, papers or other records of the DEVELOPER, and any sub-Developers, in order to make audits, examinations, excerpts, and transcripts.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** 2025-995

Department: Engineering

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

Resolution authorizing the Mayor to enter into a Contract between the City of Huntsville Alabama and apparent low bidder Grayson Carter & Son Contracting, Inc., for Tennessee River Greenway, Phase III, Project No. 71-23-WP04.

Resolution No.

Finance Information:

Account Number: 3080-71-00000-520900-00000000-
City Cost Amount: $1,478,933.88
Total Cost: $1,478,933.88

Special Circumstances:

Grant Funded: N/A
Grant Title - CFDA or granting Agency: N/A
Resolution #: N/A

Location: (list below)

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

Additional Comments:
Contract with apparent low bidder, Grayson Carter & Son Contracting, Inc., for 1.5 miles of greenway along the Tennessee River from Hobbs Road to Green Cove Road to connect Elgies Greenway to Ditto Landing.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** TMP-6017

Department: Engineering

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

Resolution authorizing the Mayor to enter into a Contract between the City of Huntsville Alabama and apparent low bidder Grayson Carter & Son Contracting, Inc., for Tennessee River Greenway, Phase III, Project No. 71-23-WP04.

Resolution No.

Finance Information:

Account Number: 3080-71-00000-520900-00000000-
City Cost Amount: $1,478,933.88
Total Cost: $1,478,933.88

Special Circumstances:

Grant Funded: N/A
Grant Title - CFDA or granting Agency: N/A
Resolution #: N/A

Location: (list below)

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

Additional Comments:
Contract with apparent low bidder, Grayson Carter & Son Contracting, Inc., for 1.5 miles of greenway along the Tennessee River from Hobbs Road to Green Cove Road to connect Elgies Greenway to Ditto Landing.

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, Alabama and Grayson Carter & Son Contracting, Inc., in the amount of ONE MILLION FOUR HUNDRED SEVENTY-EIGHT THOUSAND NINE HUNDRED NINETY-THREE AND .88/100 DOLLARS ($1,478,993.88) for Tennessee River Greenway, Phase III, Project No. 71-23-WP04, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said Contract is substantially in words and figures similar to that document attached hereto and identified as "Contract between the City of Huntsville, Alabama and Grayson Carter & Son Contracting, Inc., for Tennessee River Greenway, Phase III, Project No. 71-23-WP04," consisting of a total of one (1) page plus seventy-seven (77) additional pages consisting of Attachments A1-M, Supplement to General Requirements for Construction of Public Improvements and all Addenda, "Certification of Compliance with Title 39, Code of Alabama," and "E-Verify Statement," and the date of October 23, 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 23rd day of October, 2025.

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

APPROVED this the 23rd day of October, 2025.

_____
Mayor of the City of Huntsville,
Alabama

CONTRACT BETWEEN CITY OF HUNTSVILLE, ALABAMA
AND
GRAYSON CARTER & SON CONTRACTING, INC.
FOR
TENNESSEE RIVER GREENWAY, PHASE III
PROJECT NO. 71-23-WP04

STATE OF ALABAMA}
MADISON COUNTY}

THIS CONTRACT, made and entered into this 23rd day of October, 2025, between the CITY OF HUNTSVILLE, ALABAMA, a Municipal Corporation, sometimes referred to herein as City, and GRAYSON CARTER & SON CONTRACTING, INC., sometimes referred to herein as Contractor.

-WITNESSETH-

WHEREAS, the City desires to install, construct or make certain improvements known as Tennessee River Greenway, Phase III, Project No. 71-23-WP04, in the City of Huntsville, Madison County, Alabama, all in accordance with details, specifications, surveys and general requirements prepared by the City of Huntsville Urban Development Department - Engineering Division, which are on file in the Office of the City Engineer of the City of Huntsville, Alabama, all of which details, specifications, surveys and general requirements are made a part of this Contract, and

NOW, THEREFORE, it is agreed that the Contractor promises and agrees to make such improvements for the party of the first part for the considerations hereinafter set out. The Contractor promises and agrees to furnish all necessary labor, materials, and equipment for the doing of the same, all to be done in accordance with such details, plans, specifications, and general requirements hereto attached and made a part of this Contract.

FOR THE PERFORMANCE of such work, the city agrees to pay the Contractor as follows per Attachment "A1".

BY: _____
Tommy Battle, Mayor

_____
Grayson Carter & Son Contracting, Inc.

_____
Shaundrika Edwards
City Clerk

ATTEST: _____

_____
City Council President

DATE: October 23, 2025

TENNESSEE RIVER GREENWAY
PROJECT NUMBER 71-23-WP04

CITY OF HUNTSVILLE, ALABAMA

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ATTACHMENT "A1"
TENNESSEE RIVER GREENWAY PHASE III
Project No. 71-23-WP04

10/2/2025

UNIT BID SHEET

ITEM NO.	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
1	Mobilization	1	LS	$169,383.82	$169,383.82
2	Unclassified Excavation	11,153	CY	$4.11	$45,838.83
3	Borrow Excavation	9,513	CY	$6.07	$57,743.91
4	Undercut Excavation	4,000	CY	$11.82	$47,280.00
5	Topsoil From Stockpiles	3,412	CY	$14.15	$48,279.80
6	5" Concrete Greenway, Complete-In-Place	1,907	SY	$87.99	$167,796.93
7	424A-340 Superpave Bituminous Concrete Wearing Surface Layer (APP. 165 LB/SY)	1,985	TON	$65.32	$129,660.20
8	Dense Graded Base, placed in accordance with Section 301 of the Standard Specifications, ALDOT. All materials shall be in accordance with Section 825, Type B, 100% compaction. 4" Thickness	7,384	TON	$21.79	$160,897.36
9	#2 Stone	4,000	TON	$35.99	$143,960.00
10	Underwater Embankment	1,500	TON	$31.13	$46,695.00
11	Gate Relocation	1	EA	$1,836.87	$1,836.87

12	Bollard (Removable)	5	EA	$1,312.50	$6,562.50
13	Fence Removal	732	LF	$2.98	$2,181.36
14	Chain-link Fence (Match Existing)	732	LF	$31.36	$22,955.52
15	15" Reinforced Conrete Pipe, Complete-In-Place	80	LF	$101.78	$8,142.40
16	18" Reinforced Concrete Pipe, Complete-In-Place	64	LF	$101.78	$6,513.92
17	24" Reinforced Concrete Pipe, Complete-In-Place	160	LF	$122.61	$19,617.60
18	30" Reinforced Concrete Pipe, Complete-In-Place	64	LF	$143.45	$9,180.80
19	36" Reinforced Concrete Pipe, Complete-In-Place	64	LF	$178.61	$11,431.04
20	48" Reinforced Concrete Pipe, Complete-In-Place	40	LF	$267.48	$10,699.20
21	54" Reinforced Concrete Pipe, Complete-In-Place	64	LF	$384.19	$24,588.16
22	Sloped Paved Headwall (15" Pipe)	6	EA	$2,536.08	$15,216.48
23	Sloped Paved Headwall (18" Pipe)	2	EA	$2,536.09	$5,072.18
24	Sloped Paved Headwall (24" Pipe)	10	EA	$2,858.57	$28,585.70
25	Sloped Paved Headwall (30" Pipe)	4	EA	$3,357.52	$13,430.08
26	Sloped Paved Headwall (36" Pipe)	4	EA	$3,589.42	$14,357.68
27	Sloped Paved Headwall (48" Pipe)	2	EA	$4,441.28	$8,882.56
28	Sloped Paved Headwall (54" Pipe)	4	EA	$5,788.64	$23,154.56

29	W11-2 Sign and Post, City Traffic Engineering Standards	4	EA	$708.75	$2,835.00
30	Traffic Striping	1	LS	$13,125.00	$13,125.00
31	Temporary Traffic Control (All Phases and Traffic Configurations)	1	LS	$7,955.93	$7,955.93
32	Permanent Seed and Straw	4	AC	$2,878.89	$11,515.56
33	Bermuda Sod (in-place)	2,600	SY	$11.32	$29,432.00
34	TYPE "B" Silt Fence (includes materials, installation, maintenance and removal)	13,953	LF	$3.82	$53,300.46
35	Rip-Rap Class 1	200	TON	$48.80	$9,760.00
36	Filter Fabric	2,000	SY	$3.05	$6,100.00
37	Greenway Sign Assembly	2	EA	$6,825.00	$13,650.00
38	Clearing and Grubbing	1	LS	$41,915.47	$41,915.47
39	#57 Stone Choking Layer	1,000	TON	$39.46	$39,460.00
	TOTAL BASE BID				$1,478,993.88

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 Grayson Carter & Son
SIGNATURE [signature]
DATE 10/31/25

ATTACHMENT "B"

PROPOSAL

TO: THE CITY OF HUNTSVILLE

City Hall
305 Fountain Circle
Huntsville, Alabama

PROPOSAL OF Grayson Carter & Son Contracting, Inc.
(NAME)
146 Roy Long Road W Athens, AL 35611
(ADDRESS)

TO MAKE CERTAIN IMPROVEMENTS ENTITLED:

TENNESSEE RIVER GREENWAY PHASE III
PROJECT # 71-23-WP04

FOR THE CITY OF HUNTSVILLE, ALABAMA.

GENTLEMEN:
The undersigned bidder has carefully examined the drawings or plans, bid documents, the specifications, the general requirements, the supplement to general requirements, the general terms and conditions, this proposal, the agreement, together with any addenda thereto, and agrees to furnish and deliver all the materials, and to do and perform all the work and labor required to be furnished and delivered, done and performed in and about the improvements as described above and in accordance with certain specifications prepared and approved by the OWNER (City of Huntsville, Alabama). It is MANDATORY that any and all addenda be acknowledged by the undersigned bidder on Attachment "C" which must be submitted with bid package; otherwise, bid shall be rejected.

The undersigned bidder understands that when unit prices are called for, the quantities shown herein are approximate only and are subject to increase or decrease, and offers to do the work whether the quantities are increased, or decreased, at the unit prices stated in the following schedule. The undersigned bidder also understands that when lump sum bids are called for, he will be required to furnish all equipment, labor, materials and other items or cost to construct a complete facility. The undersigned bidder further understands that any deletions or additions designated on the outside of the bid envelope, must indicate the particular bid item relative to the deletion or addition, even if the deletion or addition references to deduct or add to the Total Base Bid. Any bids received that are unsealed will be immediately rejected.

Contractors are authorized to download quantities, Attachment "A", or quantity revisions from COH Engineering website and paste to a thumb/flash drive of their choice which must be submitted with the original bid packet. In addition, two hard copies must be signed and submitted with original bid packet. Failure to do so may be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the bid thumb/flash drive in any manner. If a price discrepancy is found on the thumb/flash drive, or the correct version of bid quantities is not submitted on the thumb/flash drive which corresponds to the printed hard copies, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail.

Certificates of Insurance are required naming the City as the Certificate Holder. Also, the name of the project and project number should be included on the certificate. The Certificates should reflect the insurance coverage required herein. In addition, a copy of the policy may be requested upon award. Certificates signed using digital signatures will not be accepted unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is intended as their signature. The Certificates are to be signed by a person authorized by the Insurer to bind coverage on its behalf and must indicate coverage will not be canceled or non-renewed except after thirty (30) days prior written notice to the City at the following address: City of Huntsville, P.O. Box 308, Huntsville, Alabama 35804 ATTN: Mary Ridgeway.

The undersigned bidder understands that the Contract Time for completion of all work is two hundred seventy (270) calendar days.

TENNESSEE RIVER GREENWAY PHASE III
PROJECT # 71-23-WP04
PAGE TWO

THE UNDERSIGNED BIDDER ALSO AGREES AS FOLLOWS:
All bonds must be approved by the Mayor and the Clerk-Treasurer of the City of Huntsville. Within fifteen (15) days after the date of acceptance of this proposal by City Council action, the contractor shall execute the contract and furnish to the OWNER a payment (labor and material) bond and a performance bond, each in the amount of 100% of the contract amount. No contract extension will be allowed for delays in the issuance of the notice to proceed that are a result of the contractor failing to submit the required items within the 15 days.

It is further understood and agreed that the Contractor shall commence work to be performed under this contract within fifteen (15) days from the date of this contract, unless otherwise instructed in writing by the OWNER. All work shall be carried on continuously to completion.

Accompanying this proposal is a certified check or bid bond in the amount of not less than five percent (5%) of the total amount shown on the schedule of prices not exceeding $10,000.00 payable to the City of Huntsville, Alabama, which is to be forfeited, as liquidated damages, if, in the event that his proposal is accepted, the undersigned shall fail to execute the contract and furnish a satisfactory contract bond under the conditions and within the time specified in this proposal; otherwise, said certified check or bid bond is to be returned to the undersigned.

DATED: October 3rd, **20** 25.

(IF AN INDIVIDUAL, PARTNERSHIP, OR NON-INCORPORATED ORGANIZATION)
SIGNATURE OF BIDDER _____

BY _____

ADDRESS OF BIDDER _____

NAMES AND ADDRESSES OF MEMBERS OF THE FIRM:

_____ _____

_____ _____

OUR CONTRACTOR'S STATE LICENSE NO. IS 41675

(IF A CORPORATION)
SIGNATURE OF BIDDER _____

BY Charles C. Lovoy

BUSINESS ADDRESS 146 Roy Long Road W Athens, AL 35611

INCORPORATED UNDER THE LAWS OF THE STATE OF Alabama

NAMES	**PRESIDENT**	Halston G. Carter
OF	**SECRETARY**	Charles C. Lovoy
OFFICERS	**TREASURER**	Randy Thomason

MANDATORY ACKNOWLEDGEMENT OF ADDENDA: Addenda will only be emailed to those bidders who attend and have signed in at the pre-bid meeting. Acknowledgement of receipt of addenda is mandatory using Attachment "C" and attachment must be submitted with bid package. Failure to do so shall be cause for rejection of the bid. It is the responsibility of all bidders to refer to the website for any updates.

ATTACHMENT "C"

TENNESSEE RIVER GREENWAY PHASE III
PROJECT # 71-23-WP04

MANDATORY ACKNOWLEDGEMENT OF ADDENDA

Acknowledgement of receipt of Addenda is Mandatory. Failure to acknowledge receipt/download from website shall be cause for rejection of the bid. By signing below, Bidder acknowledges receipt of Addenda and the date received.

ADDENDUM NO.	DATE RECEIVED/DOWNLOADED FROM WEBSITE (if applicable)
1	9/25/25
2	9/30/25
3	10/1/25

COMPANY Grayson Carter & Son Contracting, Inc.

SIGNATURE _____

TITLE Secretary

DATE October 3rd, 2025

ATTACHMENT "D"

TENNESSEE RIVER GREENWAY PHASE III
PROJECT # 71-23-WP04

SUBCONTRACTOR'S LISTING

All subcontractors must be approved in writing by Owner. Any additional subcontractors needed during the contract period shall be approved by written letter from the Owner. Contractor shall **immediately** notify Mary Ridgeway via email at mary.ridgeway@huntsvilleal.gov and the Owner's project inspector of any changes to subcontractor list for the duration of the project.

TASKS TO BE PERFORMED	SUBCONTRACTOR NAME	LICENSE NO.	ADDRESS	ITEM #'S OF WORK TO BE PERFORMED
Surveying/Layout				
Permitting				
Clearing & Grubbing				
Erosion Control				
Traffic Control	Superior Traffic Control	54618	114 Capital Way Christiana, TN 37037	#29
Excavation				
Concrete	Whitworth Concrete Works	S-55760	515 Saint Clair Lane Huntsville, AL 35811	Conc. Greenway #6
Storm Drainage				
Sanitary Sewer				
Shoring/Monitoring				
Retaining Walls				
Bridges				
Railroads				
Traffic (signals, loops)				
Street Lights				
Electrical				
Water				
Asphalt				
Landscaping (Trees, grassing)				
Irrigation				
Striping	JC Cheek Contractor, Inc	11303	PO Box 1138 Kosciusko, MS 39090	#30
Sewer Testing				
Guardrails				
Handrails				
Painting				
Special (fencing, benches, dewatering etc.)	Tennessee Valey Fence	45014	1035 A Cleaner Way SW Huntsville, AL 35805	#14
Mechanical				
SCADA				
Other Signs	Trav-Ad Signs Inc	18895	58 Shields Rd. Huntsville, AL 35811	#37

ATTACHMENT "E"

TENNESSEE RIVER GREENWAY PHASE III
PROJECT # 71-23-WP04

Contractor shall provide at least five (5) references including NAME OF PROJECT, Owner Name, address, phone number and contact name that demonstrates contractor's ability on similar projects.

1. Project Name: Elm & Wilkinson St. Improvements
   Owner: City of Athens
   Address: PO Box 1089 Athens, AL 35612
   Phone: 256-434-6599
   Contact Name: Dolph Bradford

2. Project Name: Hansen & Hipar Road Repair
   Owner: CCI Alliance of Companies
   Address: PO Box 9014 Huntsville, AL 35812
   Phone: 256-990-9261
   Contact Name: Steve Wilson

3. Project Name: Patton and Aerobee Road
   Owner: CCI Alliance of Companies
   Address: PO Box 9014 Huntsville, AL 35812
   Phone: 256-990-9261
   Contact Name: Steve Wilson

4. Project: Turn Lane HWY 72 and Lindsay Lane
   Owner: Maund Family LLC
   Address: 201 W Washington Street Athens, AL 35612
   Phone: 256-497-4595
   Contact Name: Taz Morell

5. Project Name: North Area Infrastructure
   Owner: CCI Alliance of Companies
   Address: PO Box 9014 Huntsville, AL 35812
   Phone: 256-990-9261
   Contact Name: Shelton Patterson

ATTACHMENT "F"

Pre-bid meeting to be held on Tuesday, September 23, 2025, at 10:00 am, at City Hall, on the 6th Floor in Training Rooms 624/625 at 305 Fountain Circle, Huntsville, AL 35801.

NOTICE TO CONTRACTORS

WANTED: Sealed bids in duplicate for the construction of: Tennessee River Greenway Phase III, more particularly known as Project No. 71-23-WP04.

Description of Project: Tennessee River Greenway Phase III – 1.5 miles of greenway along the Tennessee River from Hobbs Road to Green Cove Road to connect Elgies Greenway to Ditto Landing.

The attention of all bidders is called to Code of Alabama §§ 34-8-1 and 34-8-2 (1975) and 34-8-1, 34-8-2, 34-8-4, 34-8-6, 34-8-7, 34-8-8 and 34-8-9 (amended 1996) setting forth the definition of general contractor and the licensing procedures and requirements for state licensing. A copy of the above Codes may be obtained from the OWNER (City of Huntsville). No one is entitled to bid and no contract may be awarded to anyone who does not possess a valid general contractor's license and the required classification for the municipal type work to be performed. The general contractor's license and classification must appear on the outside of the bid envelope along with the general contractor's name and address, project name and number and date and time of bid opening. Section 39-3-5 Code of Alabama has been amended as follows:

"In awarding the Contract, preference will be given to Alabama resident contractors and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded the Contract only on the same basis as the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances."

This project Tennessee River Greenway Phase III, more particularly known as Project No. 71-23-WP04 requires the contractor to possess a State of Alabama Classification of (HS) Highways & Streets or (MU) Municipal & Utility.

After proposals are opened and read, they will be compared on the basis of the summation of the products or approximate quantities shown in Attachment "A", multiplied by the unit bid prices. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern. A proposal will not be considered unless signed by the bidder or his authorized agent and accompanied by cashier's check or properly signed bid bond, as required by law.

In determining the successful bidder, the Owner will consider in addition to the bid prices, such responsibility factors as characteristics and responsibility, skill, experience, record of integrity in business, and of performance offered and past record of performance on Owner contracts on other similar projects. Any other factors not specifically mentioned or provided for herein, in addition to that of the bid price which would affect the final cost of the Owner, will be taken into consideration in making award of contract. The right is reserved to reject any bid where investigation of the business and technical organization of the bidder available for the contemplated work, including financial resources, equipment, and experience on similar projects does not satisfy the Owner that such bidder is qualified to perform the work. The City Council of the City of Huntsville reserves the right to reject any and all bids and to waive informalities.

Separate sealed bids for the construction of this project will be received at City Hall, 305 Fountain Circle, on the 6th Floor, in Training Room 624/625, on the 3rd day of October, 2025, until 10:00 a.m. If bid is mailed, the bid should be addressed to City Engineering-4th Floor, 305 Fountain Circle, Huntsville, AL 35801 and must be received prior to the bid opening date and time. Each bid shall be accompanied by an original signed, dated and sealed Bid Bond in the amount of not less than five percent (5%) of the total shown on the schedule of prices, but not exceeding $10,000.00. Quantities are known as Attachment "A". No bidder may withdraw his bid within ninety (90) days after the actual date of opening.

These Addenda, Special Provisions, Plans, the Supplement to General Requirements for Construction of Public Improvements City of Huntsville Specifications, Standard Specifications for Construction of Public Improvements Contract Projects and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complimentary and to describe and provide for a complete work. Contract Document Order of Precedence shall be as follows:

1. **Addenda**
2. **General Requirements (Instructions to Bidders and Bid Proposal including Attachments)**
3. **Supplement to General Requirements**
4. **Drawings / City of Huntsville Standard Specifications for Construction of Public Improvements Contract Projects 1991**
5. **Supplemental Specifications (Earthwork, Chain Link Fences, and Gates)**
6. **Special Conditions**
7. **Current ALDOT Specifications**

Standard Specifications for Construction of Public Improvements Contract Projects and Engineering Standards are available at no charge by downloading from the City Engineering website: http://www.huntsvilleal.gov/government/departments/engineering-department/. Plans and proposals can be downloaded from our website at no cost: https://www.huntsvilleal.gov/business/bid-a-project/rfp/. Contractors will be responsible for costs of duplicating their own plans and can choose photocopying facility of their choice. Additionally, Contractors are responsible for checking website for any revisions/updates. Contractor is required to submit pricing, provided by the COH (Attachment "A") and made available for download from the Engineering website, on a thumb/flash drive (preferably in a live/flash drive format) in the Excel format. The thumb/flash drive (preferably in a live/flash drive format) must be in working condition and included with original bid packet and reflect the correct revision, along with two signed hard copies. Bid must be submitted from the file (Quantities) provided and downloaded from the City of Huntsville's website. Failure to do so may be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the thumb/flash drive in any manner. If a price discrepancy is found on the thumb/flash drive, or the correct version of bid quantities is not submitted on the thumb/flash drive, which corresponds to the printed hard copy, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail. All bids must be SEALED before submittal at the bid opening. Any bids received that are not sealed will be immediately rejected.

E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as " the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2). Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

"By signing this contract the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

Contractor's E-Verify Memorandum of Understanding shall be a part of the contract bid documents and shall be submitted with the bid package.

ALABAMA IMMIGRATION ACT (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975)

Compliance with the requirements of the (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30, as amended by Alabama Act 2012-241, commonly referred to as the Alabama Immigration Law, is required for City of Huntsville, Alabama contracts that are competitively bid as a condition of the contract performance. The Contractor shall submit in the bid package, with the requested information included on the form, the "City of Huntsville, Alabama Report of Ownership Form" listed in the bid proposal as Attachment "I". The bidder selected for award of the contract may be required to complete additional forms relating to citizenship or alien status of the bidder and its employees, including e-verify information, prior to award of a contract.

ALABAMA ACT 2016-312

"In accordance with Alabama Act 2016-312 as adopted and approved on May 5, 2016, on behalf of Grayson Carter & Son Contracting, 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 this state can enjoy open trade.**

_____

Title: Charles C. Lovoy, Secretary

(Signature of authorized individual) "

Advertise Date: 9/10/25

ATTACHMENT "G"
SAMPLE FORM

REQUEST FOR PAYMENT
CITY OF HUNTSVILLE ENGINEERING DIVISION

PROJECT NAME AND NUMBER:

ESTIMATE NUMBER: PERIOD FROM: TO

CONTRACT DURATION
START DATE: DAYS
END DATE: 1/0/00 TOTAL CONTRACT TIME (3) 0 DAYS

TIME C.O. # 1
TIME C.O. # 2
TIME C.O. # 3
CONTRACT DAYS REMAINING 0

TOTAL CONTRACT AMOUNT (1) AS AWARDED $ - CURRENT $ -

C.O. # 1 $ -
C.O. # 2 $ -
C.O. # 3 $ -

TOTAL AMOUNT EARNED TO DATE LESS STORED MATERIALS (2): $ -

MATERIAL STORED (INVOICE ATTACHED) $ -

RETAINAGE (5%) OF 50% OF CONTRACT $ -

AMOUNT EARNED AFTER RETAINAGE $ -

Amount is in accordance with ALDOT and COH specifications and is based on the contract amount before change orders.

LIQUIDATED DAMAGES PER DAY 200

LIQUIDATED DAMAGES ASSESSED TO DATE: -

Damages, if applicable, will automatically be calculated by subtracting the contract end date from the invoice period end date and multiplying the days by the daily damages amount. Damages will automatically be deducted from amounts otherwise due.

TOTAL AMOUNT PREVIOUSLY APPROVED TO DATE: $ -

AMOUNT DUE THIS ESTIMATE WITHOUT LIQUIDATED DAMAGES $ -

A: % OF TIME ELAPSED: TIME ELASPED TO DATE / TOTAL CONTRACT TIME (3) 0 DAYS / DAYS =

B: PROJECT COMPLETION: TOTAL EARNED TO DATE (2) - / TOTAL CONTRACT AMOUNT - = #DIV/0!

C: PROGRESS OF WORK: B - A: =

CONTRACTORS CERTIFICATE

I _____ the duly qualified, acting and authorized agent for the contractor _____ on the above project, do hereby certify that we have performed all of the work set forth in strict accordance with the plans, specifications, laws and ordinances applicable thereto, and do further certify that all labor, materials and equipment listed herein have been paid for in full as allowed on all prior estimates and if requested to do so, we will show evidence of payment for the same in writing before the final payment of this estimate. We further certify (if this is the final estimate) that the amount received hereunder is considered compensation and final payment in full for all work performed under the contract, including any amendments thereto and, upon payment of said sum, hereby release the Owner, its employees, agents, and representatives in accordance with said contract. We further certify that we fully guarantee all work performed hereunder for a period of twelve months from the date of payment of the final estimate (in accordance with the terms of our original contract and all amendments thereto), during which time all terms and conditions of the original contract document shall remain in full force and effect, including the insurance requirements, Hold Harmless Agreement, and Indemnifying Agreement as contained in said contract documents.

CERTIFIED FOR PAYMENT ON THIS THE _____ DAY OF _____

BY: _____ CONTRACTOR: _____

TITLE: _____

SIGNED: _____ WITNESS: _____
SIGNATURE

We have checked the quanities and extensions to this estimate, and to the best of our knowledge, the estimate is true and correct.

APPROVED FOR PAYMENT

BY: _____
CONSTRUCTION INSPECTOR

BY: _____
PROJECT ENGINEER

BY: _____
KATHY MARTIN, CITY ENGINEER
OR LYNN MAJORS, ADMINISTRATIVE OFFICER

IF FINAL ESTIMATE, DATE WORK WAS COMPLETED: _____

ATTACHMENT "H"

All vendors/contractors are required to submit a Federal Tax Form W-9 to City of Huntsville at the time a contract is awarded, unless vendor/contractor is already registered and doing business with the City. No payments of invoices can be made until this W-9 Tax Form has been properly submitted. A copy of the W-9 Tax Form can be obtained at the following website: www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf

ATTACHMENT "I"

CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

A. **General Information.** Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): Grayson Carter & Son Contracting, 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**
☐ Individual or Sole Proprietorship	Not Applicable
☐ General Partnership	Not Applicable
☐ Limited Partnership (LP)	Number & State:
☐ Limited Liability Partnership (LLP)	Number & State:
☐ Limited Liability Company (LLC) (Single Member)	Number & State:
☐ LLC (Multi-Member)	Number & State:
☐ Corporation	Number & State: 63-1215048 AL
☐ 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): Secretary

Type or legibly write name: Charles C. Lovoy Date: October 3rd, 2025

E-Verify

Company ID Number: 506433

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Grayson Carter & Son Contracting, Inc (Employer) The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9) This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub L 104-208, 110 Stat 3009, as amended (8 U S C § 1324a note) The Federal Acquisition Regulation (FAR) Subpart 22 18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

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

a Notice of E-Verify Participation

b Notice of Right o Work

2 The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes

3 The Employer agrees to grant E-Verify access only to current employees who need E-Verify access Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify

E-Verify

Company ID Number: 505433

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

5 The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases

a The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify

6 The Employer agrees to comply with current Form I-9 procedures, with two exceptions

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

b If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U S Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I 9 The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest DHS may in the future designate other documents that activate the photo screening tool

Note Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9

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

8 The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures

a The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA (1) List B identity documents must have photos, as described in paragraph 6 above, (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee, (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation, (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

E-Verify

Company ID Number: 505433

employed an unauthorized alien in violation of section 274A(a)(1)(A), and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify

b DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify

9 The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability

10 The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize

11 The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II B of this MOU

12 The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III B below) to contact DHS with information necessary to resolve the challenge

13 The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C F R § 274a 1(l)) that the employee is not work authorized The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

E-Verify

Company ID Number: 505433

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline)

14 The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD)

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

16 The Employer agrees to notify DHS immediately in the event of a breach of personal information Breaches are defined as loss of control or unauthorized access to E-Verify personal data All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify

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

18 The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify

19 The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false

20 The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS

21 The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify

22 The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1 If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22 18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors

2 In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22 18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22 1801) Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify

a An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later

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b Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract Such verification of new hires must be initiated within three business days after the date of hire An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later

c Federal contractors that are institutions of higher education (as defined at 20 U S C 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986 Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later

d Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election

e The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as

i That Form I-9 is complete (including the SSN) and complies with Article II A 6,

ii The employee's work authorization has not expired, and

iii The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U S citizen)

f The Employer shall complete a new Form I-9 consistent with Article II A 6 or update the previous Form I-9 to provide the necessary information if

i The Employer cannot determine that Form I-9 complies with Article II A 6,

ii The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii The Form I-9 contains no SSN or is otherwise incomplete

Note If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II C 5, but reflects documentation (such as a U S passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II A 5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual

g The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Artic e

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

C. RESPONSIBILITIES OF SSA

1 SSA agrees to allow DHS to compare data provided by the Employer against SSA's database SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database

2 SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U S C § 552a), the Social Security Act (42 U S C 1306(a)), and SSA regulations (20 CFR Part 401)

3 SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry E-Verify provides the information to the Employer

4 SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary In such cases, SSA will provide additional instructions to the employee If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer

Note If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218

D. RESPONSIBILITIES OF DHS

1 DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU

a Automated verification checks on alien employees by electronic means, and

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b Photo verification checks (when available) on employees

2 DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process

3 DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify

4 DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials

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

6 DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify

7 DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements

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

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

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1 If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E Verify The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

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case The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending

2 The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation Only the employee may determine whether he or she will contest the tentative nonconfirmation

3 After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so

4 The Employer will instruct the employee to visit an SSA office within eight Federal Government work days SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary

5 While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates

6 The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA

B. REFERRAL TO DHS

1 If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending

2 The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation Only the employee may determine whether he or she will contest the tentative nonconfirmation

3 The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation

4 If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days

5 If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally

6 The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U S Passport, or passport card to DHS for review by

a Scanning and uploading the document, or

b Sending a photocopy of the document by express mail (furnished and paid for by the employer)

7 The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch

8 DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary

9 While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

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

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1 This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties

2 Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes

B. TERMINATION

1 The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties

2 Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business

3 An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed In such cases, the Federal contractor must provide written notice to DHS If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees

4 The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify

ARTICLE VI
PARTIES

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

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

C The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void

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

E The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

ATTACHMENT "J"

"In accordance with Alabama Act 2016-312 as adopted and approved on May 5, 2016, on behalf of Grayson Carter & Son Contracting, 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 this state can enjoy open trade.***

_____

Title: Charles C. Lovoy, Secretary
(Signature of authorized individual)"

ATTACHMENT "K"

CERTIFICATE OF COMPLIANCE WITH ACT 2016-312

I, the undersigned, certify to the State of Alabama as follows:

a. I am authorized to provide representations set out in this Certificate as the official and binding act of the Contractor, and have knowledge of Alabama's Act 2016-312.

b. In compliance with Act 2016-312, the Contractor is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

Signature: _____

Name of Certifying Official (print): Charles C. Lovoy

Title: Secretary

Date of Certification (mm/dd/yyyy): 08/03/2025

ATTACHMENT "L"

TRACER WIRE SPECIFICATION

Open-Trench Installation: direct burial #12 AWG Solid (0.0808" diameter), steel core soft drawn tracer wire, 250# average tensile break load, 30 mil high molecular-high density polyethylene jacket complying with ASTM-D-1248, 30 volt rating.

Directional Bore or Jacked Installation: direct burial #12 AWG Solid (0.0808" diameter), steel core hard drawn extra high strength horizontal directional drill tracer wire, 1150# average tensile break load, 45 mil high molecular-high density polyethylene jacket complying with ASTM-D-1248, 30 volt rating.

ATTACHMENT "M"

Relating to public contracts; to amend Section 39-3-4, Code of Alabama 1975, to provide requirements for the use of iron produced within the United States for certain public works projects under certain conditions.

BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

Section 1. Section 39-3-4, Code of Alabama 1975, is amended to read as follows: "§39-3-4 (a) 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 the—above mentioned' 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."

SUPPLEMENT TO GENERAL REQUIREMENTS

FOR

CONSTRUCTION OF PUBLIC IMPROVEMENTS

TENNESSEE RIVER GREENWAY PHASE III

PROJECT # 71-23-WP04

CITY OF HUNTSVILLE, ALABAMA

SUPPLEMENT TO GENERAL REQUIREMENTS

1. GENERAL

The attention of all bidders is called to Code of Alabama §§ 34-8-1 and 34-8-2 (1975) AND 34-8-1, 34-8-2, 34-8-4, 34-8-6, 34-8-7, 34-8-8 AND 34-8-9 (AMENDED 1996) setting forth the definition of general contractor and the licensing procedures and requirements for state licensing. No one is entitled to bid and no contract may be awarded to anyone who does not possess a valid general contractor's license and the required classification for the municipal type work to be performed. The general contractor's State of Alabama license and classification must appear on the outside of the bid envelope along with the general contractor's name and address, project name and number and date and time of bid opening. Failure to provide this will be cause to reject the bid.

In determining the successful bidder, the Owner will consider in addition to the bid prices, such responsibility factors as characteristics and responsibility, skill, experience, record of integrity in business, and of performance offered and past record of performance on Owner contracts on other similar projects. Any other factors not specifically mentioned or provided for herein, in addition to that of the bid price which would affect the final cost to the Owner, will be taken into consideration in making award of contract. The right is reserved to reject any bid where investigation of the business and technical organization of the bidder available for the contemplated work, including financial resources, equipment, and experience on similar projects does not satisfy the Owner that such bidder is qualified to perform the work. The City Council of the City of Huntsville reserves the right to reject any and all bids and to waive informalities.

Separate sealed bids for the construction of this project shall be accompanied by Bid Bond in the amount of five percent (5%) of the amount of the bid not to exceed $10,000.00. Quantities are known as Attachment "A". No bidder may withdraw his bid within ninety (90) days after the actual date of opening. Addenda, the Supplement to General Requirements for Construction of Public Improvements City of Huntsville Specifications, Standard Specifications for Construction of Public Improvements Contract Projects, the supplemental specifications, the plans, special provisions and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions, unless obviously incorrect, shall govern over scaled dimensions. Contract Document Order of Precedence shall be as follows: 1. Addenda; 2. General Requirements (instructions to Bidders and Bid Proposal including attachments); 3. Supplement to General Requirements; 4. Drawings/City of Huntsville Standard Specifications for Construction of Public Improvements Contract Projects, 1991; 5. Supplemental Specifications (Earthwork, Chain Link Fences, and Gates); 6. Special Conditions; and 7. Current ALDOT Specifications. All bid openings and any scheduled pre-bid conferences are open to the public and will be held in Training Room 624 on the 6th Floor at 305 Fountain Circle, Huntsville, Alabama, unless otherwise noted.

All references to OWNER shall mean City of Huntsville, Alabama. All references to City Engineer shall mean OWNER.

2. PROPOSAL PREPARATION

(A) Proposal Form. The bidder's proposal must be submitted on the complete original proposal form furnished him by the City. Unless otherwise provided in the proposal, joint venturers may submit a proposal for a joint venture of qualified bidders on a proposal form issued to one of them, provided each venturer has taken out a proposal and provided the proposal is signed by each co-venturer.

(B) Details. On the proposal form, the bidder shall enter in numbers a unit price and the extended amount bid (unit price x quantity) in the appropriate column for each bid item, exclusive of those items for which a fixed contract unit price and extension amount are shown. On lump sum items an entry shall be shown in the amount bid column. If a bidder wishes to bid an item free, then he shall enter 0 (zero) in both the unit price column and amount bid column. After all extensions are made, the bidder shall total the extended amounts of the bid items and show his total bid amount in the appropriate place on the proposal form. All figures shall be legibly shown in ink or typed. Any interlineation, erasure or other alteration of a figure shall be initialed by the signer of the proposal. The City will check the extension of each item given in the proposal and correct all errors and discrepancies. In case of a discrepancy between a unit bid price and the extension amount, the unit price shall govern. The sum of the extension amounts will be the contract bid price. The undersigned bidder further understands that any deletions or additions designated on the outside of the bid envelope, must indicate the particular bid item relative to the deletion or addition, even if the deletion or addition references to deduct or add to the Total Base Bid. Any bids received that are unsealed will be immediately rejected.

(C) Signing. The bidder's proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, or by one or more officers of a corporation or by an agent of the Contractor legally qualified and acceptable to the City. If the proposal is made by an individual, his name and post office address must be shown; by a partnership, the name and post office address of each partnership member must be shown; as a joint venture, the name and post office address of each member or officer of the firms represented by the joint venture must be shown; by a corporation, the name of the corporation and the business address of its corporate officials must be shown. The proposal bid bond, if bid bond is tendered, shall be properly signed by the bidder and the surety.

(D) Irregular Proposals. Proposals will be considered irregular and will be rejected if they contain any omissions, alteration of form, additions not called for, incomplete bids (includes failure to enter a unit bid price on a bid item or, in the case of an

alternate, the alternate being bid by the Contractor), interlineations, erasures or alterations not initialed by the person signing the proposal, or other irregularities of any kind. Bids that are not signed will be considered non-responsive and will be rejected. No proposal will be opened that does not contain the contractor's Alabama State license number. Proposals may be rejected at any time prior to the execution of the contract. Any bidder using the same or different names for submitting more than one proposal upon any project will be disqualified from further consideration on that project.

(E) Delivery of Proposals. Each proposal for each contract shall be placed, together with the proposal guaranty, in a sealed envelope on the outside of which is written in large letters "Proposals for Work" and so marked as to indicate the project name, project number, bidder name, and State license number. Proposals will be received by the OWNER or his representative unless otherwise provided until the hour and date set in the notice to Contractors for the opening thereof. No proposal will be considered which has not been received prior to the hour and date set for the opening of bids. Proposals received after that time will be returned. No proposal will be opened that does not contain the contractor's Alabama State license number. Proposals that are mailed should be sent to the attention of: Engineering Procurement & Contracts Coordinator, Engineering Department, 305 Fountain Circle, Huntsville, AL 35801.

3. QUANTITIES

The undersigned bidder understands that when unit prices are called for, the quantities shown herein are approximate only and are subject to increase or decrease, and offers to do the work whether the quantities are increased, or decreased, at the unit prices stated in the proposal. Any substantial changes requiring an increase must be approved by change order prior to work and authorized by City Council Action. The undersigned bidder also understands that when lump sum bids are called for, he will be required to furnish all equipment, labor, material and other items or cost to construct a complete facility. See Attachment "A" - Bid Quantities or revised Attachment if quantities have changed after pre-bid meeting.

4. CHANGE ORDERS

(A) Changes in the Work

Without invalidating the agreement, the owner may, at any time or from time to time, order additions, deletions or revisions in the work; these will be authorized by change orders. Upon receipt of a change order, the contractor will proceed with the work involved. All such work shall be executed under the applicable conditions of the contract documents. A change order signed by the contractor indicates his agreement.

The OWNER may authorize minor changes or alterations in the work not involving extra cost and not inconsistent with the overall intent of the contract documents. These may be accomplished by a field order.

Additional work performed by the contractor without authorization of a change order will not entitle him to an increase in the contract price or an extension of the contract time, except in the case of an emergency.

The owner will execute appropriate change orders prepared by the engineer covering changes in the work to be performed and work performed in an emergency and any other claim of the contractor for a change in the contract time or the contract price which shall be approved by the OWNER.

It is the contractor's responsibility to notify his surety of any changes affecting the general scope of the work or change in the contract price and the amount of the applicable bonds shall be adjusted accordingly. The contractor will furnish proof of such adjustment to the owner.

(B) Change of Contract Price.

The contract price may only be changed by a change order. Any claim for additional compensation shall be based on written notice delivered to the Owner and Engineer within ten (10) days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five (45) days of such occurrence unless OWNER allows an additional period of time to ascertain more accurate data. The contract price constitutes the total compensation payable to the contractor for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the contractor shall be at his expense without changing the contract price. The owner may at any time without notice to the sureties, by written order designated or indicated to be a change order, make any change in the work within the general scope of the contract, including but not limited to changes: (1) in the specifications (including drawings and designs); (2) in the method or manner of performance of the work; (3) in the owner-furnished facilities, equipment, materials, services, or site; or (4) directing acceleration in the performance of the work. Any other written order or an oral order from the owner which causes any such change, shall be treated as a change order under this clause, provided that the contractor gives the owner written notice stating the date, circumstances, and source of the order and that the contractor regards the order as a change order.

(C) Change in the Contract Time.

The contract time may only be changed by a change order. Any claim for an extension in the contract time shall be based on written notice delivered to the owner and engineer within ten (10) days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five (45) days of such occurrence unless

OWNER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the contract time shall be determined by OWNER if owner and contractor cannot otherwise agree. Any change in the contract time resulting from any such claim shall be incorporated in a change order. The contract time will be extended in an amount equal to time lost due to delays beyond the control of contractor if he makes a claim as provided above. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by owner, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

All time limits stated in the contract documents are of the essence of the agreement. The provisions shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party. No claim for delay shall be allowed because of failure to furnish drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

(D) Time extension for abnormal weather conditions

In order for the owner to award a time extension for abnormal weather, the following conditions must be satisfied:

1. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

2. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without fault or negligence of the contractor.

The following table of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) and similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's normal progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities. The contractor's bid shall include the impact of the anticipated lost days in his quotation for the time he is to be on site.

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
11	8	6	4	4	5	6	4	4	3	4	8

Actual adverse weather delay days must prevent work on critical activities for 50% or more of the contractor's scheduled work day before it is considered a weather delay day.

5. MAINTAIN OFFICE

The successful contractor shall establish an office in Huntsville, Alabama, with telephone service, and shall maintain close liaison with the OWNER.

6. SUBCONTRACTORS

The prime contractor shall be responsible for all work covered under the executed contract; therefore, this responsibility cannot be shifted by subcontracting the work to others. All subcontractors shall be approved by the OWNER and shall be properly licensed as required by Alabama State Law. (Code of Alabama §§ 34-8-1 and 34-8-2 (1975) AND 34-8-1, 34-8-2, 34-8-4, 34-8-6, 34-8-7, 34-8-8 AND 34-8-9 (AMENDED 1996)) A list of all subcontractors proposed for use on the project shall be provided to the OWNER at the time that bids are received. This document will be known as ATTACHMENT "D". Lien waivers will be required from all subcontractors at the time of submittal of the final payment request. Contractor shall keep the "Subcontractor's Listing" updated throughout the project duration and submit a copy of the listing with the request for final payment. Noncompliance with this request may cause delay in payment to the Contractor.

All subcontractors must be approved in writing by Owner. If the subs listed on Attachment "D" are approved by the Owner, you will be notified in your notice to proceed. Any additional subcontractors needed during the contract period shall be approved by written letter from the Owner. See Section 40 for Correction to City of Huntsville Standards Specifications for Construction.

7. BID BOND

Accompanying this proposal is a certified check or original signed, dated and sealed bid bond in the amount of not less than five percent (5%) of the total amount shown on the schedule of prices, not exceeding $10,000.00 dollars, payable to the City of Huntsville, Alabama, which is to be forfeited, as liquidated damages, if, in the event that his proposal is accepted, the undersigned shall fail to execute the contract and furnish a satisfactory contract bond under the conditions and within the time specified in this proposal; otherwise, said certified check or bid bond is to be returned to the undersigned.

8. N/A

9. LIABILITY INSURANCE (SEE ALSO ATTACHED INSURANCE FOR CONTRACTORS, WHICH IS SHOWN AS SECTION 24.)

The Contractor shall provide and maintain comprehensive general public liability insurance protecting the Contractor and the City against claims arising out of or resulting from the Contractor's operation under his contract for personal injury or property damage with minimum combined single limits of $1,000,000, whether such operations are performed by himself, or by anyone directly or indirectly employed by them. Liability is not necessarily limited to the minimum amounts of insurance required herein, especially where other insurance coverage is available. In addition, a copy of the policy may be requested upon award. Certificates of insurance acceptable to the City shall be filed with the City prior to commencement of work and said certificate shall provide that policies will not be altered or canceled until at least 30 days prior written notice has been given to the City.

The Contractor shall indemnify and hold the OWNER, its officers and employees harmless from any suits, claims, demands, damages, liabilities, costs and expenses including reasonable attorney's fees, arising out of or resulting from the performance of the work. Certificates of Insurance are required naming the City as the Certificate Holder. The Certificates should reflect the insurance coverage required herein. The Certificates are to be signed by a person authorized by the Insurer to bind coverage on its behalf and must be an original signature. Certificates signed using digital signatures will not be accepted unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is intended as their signature. The Certificates must indicate coverage will not be canceled or non-renewed except after thirty (30) days prior written notice to the City at the following address: City of Huntsville, P.O. Box 308, Huntsville, Alabama 35804, Attention: Mary Ridgeway.

10. LICENSES AND CLASSIFICATIONS

In order to receive the award of this contract, the Contractor/Subcontractor(s) shall be required to possess a valid general contractor's license in accordance with Code of Alabama §§34-8-2 (1975) and (1996 amended) Code of Alabama as stated in Section 1 above. This general contractor's license shall be a State of Alabama general contractor's license and shall be maintained throughout the term of this contract. A valid City of Huntsville license shall also be maintained throughout the term of this contract by the Contractor/Subcontractor(s).

The required classification for this project is stated in the Notice to Contractors also known as Attachment "F".

11. PERMITS

Additionally, the contractor shall be required to obtain and pay for all other federal, state or local permits, licenses, and fees which may be necessary or required in order to perform the work detailed herein. A City of Huntsville Contractor's License must be obtained from the City of Huntsville Inspection Department at the time signatures are obtained on contracts. A copy of City of Huntsville license shall be provided to the OWNER at the time the contract is executed. If project requires an ADEM permit, the Contractor is responsible for transferring the ADEM permit from the City of Huntsville to the Contractor upon award of bids.

12. PAYMENT

The OWNER agrees to pay the Contractor as follows: Once each month per project. The OWNER shall make partial payment to the Contractor on the basis of duly certified and approved estimates of the work performed during the preceding month by the Contractor, less five percent (5%) of the amount of such estimate, which is to be retained by the City until all of the work has been performed. Owner reserves the right to withhold payments for, but not limited to: a) defective work not remedied or defective materials not removed from site; b) claims filed, or reasonable evidence indicating imminent filing of claims against the Contractor; c) failure of the Contractor to make payments properly to subcontractors for labor, materials and equipment; d) a reasonable doubt that the Contract can be completed for the balance then unpaid; e) damage to another Contractor; f) performance of work in violation of the terms of the Contract; g) expiration of Contract time. Liquidated damages will be deducted from all invoices when the invoice estimate period end date is later than the contract completion date. All pay requests will be submitted by hard copy. A sample copy of the invoice is attached as Attachment "G". Two originals and two copies of the invoices are required before payment will be made. The originals and copies should be submitted each month to the Administrative Officer in the Engineering Department. No further retainage will be held after fifty percent (50%) of the contract is complete. All payments to Contractor will be made as soon as practical after the approval and finance processes have been completed. SEE SECTION 32 FOR INFORMATION ON FINAL PAYMENT.

13. N/A

14. EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, and SITE WORK

Before submitting a proposal, bidders shall examine carefully the site of the proposed work, the general and local conditions, the proposal form, standard specifications, supplemental specifications, special provisions, all addenda, and the bid bond form, and it is mutually agreed that the submission of a proposal shall be prima facie evidence that the bidder has made such examination and has judged for and satisfied himself as to the conditions to be encountered in performing the work, and to the requirements of plans, standard specifications, supplemental specifications, special provisions, contract, and bonds. No adjustments or compensation will be allowed for losses caused by failure to comply with this requirement. Boring logs and other records of subsurface investigations may be available for inspection by bidders. Bidders shall request such records if they are

not otherwise provided with bid documents. If available, it is understood that such information was obtained and is intended for the City of Huntsville's design and estimating purposes only. It is made available to bidders that they may have access to identical subsurface information available to the City, and is not intended as a substitute for personal investigation, interpretations and judgment of the bidders. Bidders are advised that the City disclaims responsibility for any opinions, conclusions, interpretations, or deductions that may be expressed or implied in any of the information presented or made available to bidders; it being expressly understood that the making of deductions, interpretations, and conclusions from all of the accessible factual information is the bidder's sole responsibility.

The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings, and the Product Data and shall give written notice to the Owner of any inconsistency, ambiguity, or error omission which the Contractor may discover with respect to these documents before proceeding with the affected work. The issuance or the express or implied approval by the Owner or the Engineer of the Contract Documents, Shop Drawings, or Product Data shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The Owner has requested the Engineer to only prepare documents for the Project, including drawings and specs for the project which are accurate, adequate, consistent, coordinated and sufficient for construction. HOWEVER, the OWNER MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS. By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed, and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not, rely upon any representation or warranties by the Owner concerning such documents as no such representation or warranties have been or are hereby made.

15. INCLUSIONS TO CONTRACT

The parties further agree that the advertisement for bids, instructions to bidders, contractor's proposal, plans and specifications, general requirements, supplement to general requirements and general terms and conditions, together with any addenda thereto, made prior to submission of the contractor's proposal and all modifications agreed to by the parties and issued after the execution of this contract are a part of this contract as if fully set out herein.

16. COMMENCEMENT OF WORK

It is further understood and agreed that the Contractor shall commence work to be performed under this contract within fifteen (15) days from the date of this contract, unless otherwise instructed in writing by the OWNER. All work shall be carried on continuously to completion.

17. CONTRACT TIME

All work is to be completed within the allotted time of the original contract, which is stated in the bid proposal documents, unless a valid change order has been issued which alters the contract time period.

18. LIQUIDATED DAMAGES

It is further understood and agreed by and between the parties to this contract, that in the event the work to be performed under this contract is not completed at the expiration of the contract time, then, and in that event, the Contractor shall pay to the City the amounts per calendar day by the schedule shown in the schedule in the City of Huntsville Standard Specifications, Section 80.11 – "Schedule of Liquidated Damages" for each day thereafter until such work is completed. The City will deduct said sum or sums from any money due the Contractor under this contract for any and all invoices submitted after the contract due date. (See Section 12.). Attachment "G" – Sample of Request for Payment with Liquidated Damages shall become a part of the contract documents. Liquidated damages will be deducted from all invoices when the invoice estimate period end date is later than the contract completion date.

Section 80.11 – "Schedule of Liquidated Damages" has been amended as follows effective 2/1/11 and revised in COH specifications 3/7/11:

Original Contract Amount		Liquidated Damages Daily Charge	
More Than	To and Including	Calendar Day or Fixed Date	Work Day
$ 0	$ 100,000	$ 200	$ 400
$ 100,000	$ 500,000	$ 550	$ 1,100
$ 500,000	$ 1,000,000	$ 900	$ 1,800
$ 1,000,000	$ 2,000,000	$ 1,350	$ 2,700
$ 2,000,000	.....	$ 1,550	$ 3,100

When the contract time is on the calendar day or date basis, the schedule for calendar days shall be used. When the contract time is on a work day basis, the schedule for work days shall be used.

Amounts in accordance with ALDOT and COH specifications and is based on contract amount before Change Orders.

19. **STORAGE OF MATERIALS**

The Contractor shall not permit the storage of materials on or use of any property outside the right-of-way easement or property identified as the project site.

20. **TRAFFIC FLOW**

The Contractor shall be responsible for the uninterrupted, orderly and safe flow of traffic around, on, over or across the project site.

21. **TERMINATION FOR CONVENIENCE**

A. The City may for any reason whatever terminate performance under this Contract in whole or in part by the Contractor for convenience. The City shall give written notice of such termination to the Contractor specifying when the full or partial termination becomes effective.

B. The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts and shall not purchase any additional supplies, equipment or materials for the Work, and shall make every effort to mitigate the costs of termination. The Contractor shall settle the liabilities and claims arising out of their termination of subcontracts and orders. The City may direct the Contractor to assign the contractor's right, title and interest under terminated orders or subcontracts to the City or its designee and may direct the Contractor to take steps to preserve the Work in place at the time of the termination.

C. The Contractor shall transfer title and deliver to the Owner such completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

D. (1) The Contractor shall submit a termination claim to the City and the Consultant specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Contractor fails to file a termination claim within six (6) months from the effective date of termination, the owner shall pay the Contractor, an amount derived in accordance with subparagraph (3) below.

(2) The City and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.

(3) Absent agreement to the amount due to the Contractor, the City shall pay the Contractor the following amounts:

(a) Contract prices for labor, materials, equipment and other services accepted under this Contract.

(b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Contractor would not have profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any. Costs incurred in performing the terminated portion of the work must have been incurred prior to the effective date of the termination.

(c) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph B of this clause. These costs shall not include amounts paid in accordance with other provisions hereof.

The Total Sum to be paid the Contractor under this clause shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

The Owner specifically reserves the right to convert a termination for convenience into a termination for cause within one (1) year after the effective date of the termination for convenience, in the event that the Owner becomes aware of circumstances or conditions with regards to the Work that would have warranted the Owner terminating for default, had those circumstances

or conditions been properly known by the Owner, at the time of the termination for convenience. The Owner may, upon written notice to the Contractor of its intention to convert the termination for convenience to a termination for cause. initiate the termination for cause procedures at that time, as set forth in the Performance Bond, and the termination for convenience shall then be converted to a termination for cause.

22. **TERMINATION FOR CAUSE**

A. If the Contractor persistently or repeatedly refuses or fails to prosecute the work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or material, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Contract, then the Owner may, by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled or receive any further payment until the Work is finished.

B. If the unpaid balance of the Contract Price exceeds the cost of finishing the work, including compensation for the additional professional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the City. This obligation for payment shall survive the termination of the Contract.

C. In the event the employment of the Contractor is terminated by the City for cause pursuant to Paragraph A and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience and the provisions of the Termination for Convenience clause shall apply.

23. **UNBALANCED BIDS**

The City may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items. A bid is materially unbalanced when it is based on prices which are significantly overstated or understated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the City even though it may be the low evaluated bid.

24. **ADDITIONAL INSURANCE REQUIREMENTS**

The Contractor shall carry insurance of the following kinds and amounts in addition to any other forms of insurance or bonds required under the terms of the contract specifications. The Contractor shall procure and maintain for the duration of the job until final acceptance by the Owner, or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

A. **MINIMUM SCOPE OF INSURANCE**

1. General Liability

Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after the Owner's approval. General Liability Coverage and Owners Contractors Protective Insurance should be written by this same insurance company.

Commercial General Liability

Products and Completed Operations
Contractual
Personal Injury
Explosion, Collapse and Underground
Broad Form Property Damage

2. Professional Liability

N/A

3. Automobile Liability

Business Automobile Liability providing coverage for all owned, hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms.

4. Worker's Compensation Insurance

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations.

5. Employers Liability Insurance

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

B. **MINIMUM LIMITS OF INSURANCE**

1. General Liability

Commercial General Liability on an occurrence form for bodily injury and property damage:

$2,000,000	General Aggregate Limit
$2,000,000	Products - Completed Operations Aggregate
$1,000,000	Personal and Advertising Injury
$1,000,000	Each Occurrence

2. Professional Liability

N/A

3. Automobile Liability

$1,000,000 Combined Single Limit per accident for bodily injury and property damage.

4. Worker's Compensation

As required by the State of Alabama Statute. The coverage should include waiver of subrogation.

5. Employers Liability

$100,000	Bodily Injury
$500,000	Policy Limit by Disease

C. **OTHER INSURANCE PROVISIONS**

The Owner is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the Owner's best interest. If the insurance requirements are not adjusted by the Owner prior to the Owner's release of specifications with regard to the project in question, then the minimum limits shall apply. Liability is not necessarily limited to the minimum amounts of insurance required herein, especially where other insurance coverage is available.

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages Only:

a. The Owner, its officers, employees, agents and specified volunteers are to be covered as Additional Insureds, as their interest may appear, as respects: liability arising out of activities performed by or on behalf of the contractor, architect, engineer, land surveyor or consulting firm for products used by and completed operations of the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, employees, agents or specified volunteers.

b. The Contractor's insurance coverage shall be primary insurance as respects the Owner, its officers, employees, agents, and specified volunteers, as their interest may appear. Any insurance or self-insurance maintained by the Owner, its officers, officials, employees, agents or specified volunteers shall be excess of the Contractor's insurance and shall not contribute to it.

c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

a. The Contractor is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Owner. Cancellation of coverage for non-payment of premium will require ten (10) day's written notice to the Owner.

b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner, its officers, employees, agents or specified volunteers.

D. **ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with an A. M. Best's rating of no less than B + V.

E. **VERIFICATION OF COVERAGE**

The Owner shall be indicated as a Certificate Holder and the Contractor shall furnish the Owner with Certificates of Insurance reflecting the coverage required by this document. The A.M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the Owner before work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time. Certificates signed using digital signatures will not be accepted unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is intended as their signature.

F. **SUBCONTRACTOR WORKING FOR GENERAL CONTRACTOR, OR ARCHITECT, ENGINEERS, LAND SURVEYORS OR CONSULTING FIRMS WORKING FOR THE ENGINEER OF RECORD**

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and/or endorsements for each subcontractor. The Engineer of Record shall include all architects, engineers, land surveyors or consulting firms as insured under its policies other than professional liability, or shall furnish separate certificates and/or endorsements for each architect, engineer, land surveyor or consulting firm. Subcontractors working for the contractor or architects, engineers, land surveyors, or consulting firms working for the Engineer or Record shall be required to carry insurance.

G. **HOLD HARMLESS AGREEMENT**

1. Other Than Professional Liability Exposures

The Contractor, architect, engineer, land surveyor or consulting firm, to the fullest extent permitted by law, shall indemnify and hold harmless the City of Huntsville, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom and (2) is caused by any negligent act or omission of the contractor, architect, engineer, land surveyor or consulting firm, or any of their subcontractors, subconsultants, or anyone directly or indirectly employed by any of them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

2. The architect, engineer, land surveyor or consulting firm agrees that as respects to negligent acts, errors, or omissions in the performance of professional services, to indemnify and hold harmless the City of Huntsville, its officers, agents, employees, and specified volunteers from and against any and all claims, demands, losses and expenses including, but not limited to attorney's fees, liability, or consequential damages of any kind or nature resulting from any such negligent acts, errors, or omissions of the architect, engineer, land surveyor or consulting firm or any of their subconsultants, or anyone directly or indirectly employed by any of them or anyone for whose acts they are legally liable.

25. **DOMESTIC PREFERENCES**

In the performance of this contract, the contractor shall comply with Ala Code (1975) §§ 39-3-1 through 39-3-5 in supplying steel, materials, supplies, other products, and labor. Failure to comply with these requirements shall subject the contractor to the penalties set forth in the sections of the Alabama Code set forth above.

26. **TIME IS OF THE ESSENCE**

Time is of the essence in the performance of this contract.

27. **NO DAMAGES FOR DELAYS**

In the event that the Contractor is delayed in the performance of the work for the reasons set forth in §80.09 of the City of Huntsville's Standard Specifications for the Construction of Public Improvements, Contract Projects, 1991, then the Contractor's recovery for such delay shall be limited to the extensions of time in contract performance in accordance with the provisions of §80.09 and in §4(c) "Changes in Contract Time" as set forth in the Request for Bids.

In such circumstances, time extensions are the sole remedy provided to the Contractor. The Contractor shall make no claim for extra compensation due to delays of the project beyond his control. Such delays may include those caused by an act of neglect on the part of the owner or the engineer, or by an employee of either, or by any separate contractor employed by the Owner, or by any changes ordered in the work, or by labor disputes, fire, unusual delays in transportation, adverse weather condition not reasonably anticipatable, unavoidable casualties, or by delay specifically authorized by the Owner in writing pending the resolution of any disputes, or by any other cause which the Owner determines may justify delay.

28. **CONTRACTOR RESPONSIBLE FOR LOCATING UTILITIES PRIOR TO CONSTRUCTION INITIATION**

The Contractor's attention is specifically directed to §50.07 -Cooperation with Utilities and Non-Highway Public Facilities of the City of Huntsville's Standard Specifications for the Construction of Public Improvements, Contract Projects, 1991. In addition to the responsibilities placed on the Contractor by that clause, the Contractor shall be responsible for having existing utilities located prior to excavations. The existence and location of any underground utility pipes or structures shown on these drawings have been obtained by a search of the available records. The City assumes no responsibility as to completeness or accuracy of the depicted location on these drawings. The Contractor shall be responsible for taking precautionary measures to protect the utility lines shown and all other lines not of record or not shown on these drawings by verification of their location in the field prior to the initiation of the work.

29. **CORRECTION TO CITY OF HUNTSVILLE'S STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF PUBLIC IMPROVEMENTS, CONTRACT PROJECTS, 1991**

§80.09 (b) 2.of the City of Huntsville's Standard Specifications for the Construction of Public Improvements, Contract Projects, 1991 refers to the definition of recovery time as being set forth in Section 10.01. Inasmuch as this definition was omitted from §10.01, the following definition shall be incorporated:

Recovery Time. Recovery time is defined as the time required, after the controlling item or items of work have been substantially damaged as a result of conditions and causes beyond the control of the Contractor and not due to his negligence of fault, to restore the work to the condition existing prior to such damage so that normal operations can be resumed on the contract pay items. Recovery time shall be the number of days required by the Contractor, working with normal forces, to restore the work as described above.

30. **WARRANTIES**

Contractor shall provide a minimum of one year warranty of all materials and services from date of final acceptance. Additionally, all manufacturer's warranties on materials used in providing the services shall be provided to the owner with the final payment request. Separate warranty bonds may be required on specialty items as determined by the Owner and will be shown as a separate line item in the quantities prior to bidding.

31. **COORDINATION WITH OTHER CONTRACTORS**

It shall be the responsibility of the contractor to coordinate with other separate contractors who may be working on the site or an adjacent site with regards to access to the site, storage of materials and working on a non-interference basis.

32. **W-9 TAXPAYER FORM**

All vendors/contractors are required to submit a Federal Tax Form W-9 to City of Huntsville at the time a contract is awarded, unless vendor/contractor is already registered and doing business with the City. No payments of invoices can be made until this W-9 Tax Form has been properly submitted. A copy of the W-9 Tax Form can be obtained at the following website: www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf

33. **FINAL PAYMENT**

Final payment to construction contractor will be made after contractor provides the following: advertising of completion for three (3) consecutive weeks, lien waivers have been provided from all subcontractors, Record Drawings (As-Builts) have been submitted to the OWNER by construction contractor, all property pins have been reset by a licensed land surveyor hired by the construction contractor to meet "Standards of Practice for Surveying in the State of Alabama" as required by the Alabama Board of Registration for Engineering and Land Surveyors, and all construction signs have been removed. This final payment will be retainage only. All work shall be complete prior to advertisement of completion. Advertisement of completion shall be in a newspaper of general circulation published within the city or county in which the work has been done. The final payment request

of retainage only shall be submitted along with two (2) original, certified copies (with raised notary seal) of the advertisement of completion, warranties, lien waivers and Record Drawings. The advertisement of completion must read as follows:

LEGAL NOTICE (Header)

(company name) hereby gives Legal Notice of Completion of Contract with (project name), (project no.(s) located in the City of Huntsville, Alabama. All claims should be filed at (company address) during this period of advertisement, i.e. June 17, 24, July 1, 2011 (example of dates).

34. **PROJECT COMPLETION DATE**

The project completion date will be a date mutually agreed upon by the OWNER and Contractor. This date will be after all items have been completed. Therefore, all work will be complete before any advertisement of completion is made. The completion date will always be before the first advertisement date. This final project completion date will be the date used to determine the one year warranty for all work and materials, unless a separate warranty bond has been called for as a line item prior to bidding.

35. **RECORD DRAWINGS**

POLICY FOR RECORD DRAWINGS

The purpose of this policy is to document procedures for the preparation and delivery of Record Drawings. Record Drawings shall include all changes in the plans, including those issued as Change Orders, Plan Clarification, Addenda, Notice to Bidders, responses to Requests for Information, Jobsite Memos, and any additional details needed for the construction of the project, but not shown on the plans. After completion of all construction and before final acceptance is made, the Contractor shall submit one set of full size record drawings with dimensioned changes shown in red pencil, and one digital copy of record drawings using the criteria listed below.

City Construction Projects:
The Contractor shall be responsible for field surveying upon substantial completion of construction (to be performed by a registered land surveyor in Alabama). Contractor is responsible for providing digital record drawings showing all info specified below, as applicable. Record drawings shall be maintained by the Contractor at the work site and shall be updated based on job progress to reflect all changes. Record drawings shall be made available for review on a monthly basis at the job site. A monthly review of record drawings will be part of the monthly monetary progress review. Progress payments may be withheld if the Record Drawings are not kept up-to-date. A late review could result in a delay of payment.

Format Requirements for all record drawing submittals:
All drawings shall be prepared in MicroStation .DGN format, unless otherwise approved by the City Engineer. Transmittal letters shall consist of a list of files being submitted, a description of the data in each file, and a level/layer schematic of each design file. DGN design files should have working units as follows: master units in US Survey Feet, no sub-units, and 1000 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.

Record Drawing Criteria, unless otherwise noted by City Engineer:

1. **Roadways:**
   a. Any changes during construction of roadway/intersections that differ from plan drawings.

2. **Sanitary Sewers:**
   a. Gravity Line
      i. Horizontal Location of Manholes – Northing and easting Coordinates
      ii. Vertical Location of Manholes – Lid elevation and Invert elevation.
      iii. Changes in location of clean outs, or end of service lateral.
      iv. Changes in length, slope, size, or material of lines.
   b. Force Mains
      i. Horizontal Location of Air Relief/Vacuum/Isolation Valves – Northing and easting Coordinates
      ii. Horizontal and Vertical Location of Fittings/Bends
      iii. Changes in length, size, depth or material of lines
      iv. Changes in restraint types
   c. Pump Stations
      i. Changes in Structural Requirements – (length, width, thickness, cover, laps, bar size, spacing, materials, material strengths, etc.)
      ii. Changes in Site Development and/or Landscaping
      iii. Changes in Equipment

3. **Storm Drainage:**
   a. Structures (boxes, inlets, end treatments, etc.):
      i. Horizontal locations of Features – Northing and easting coordinates
      ii. Vertical location of Features – Tops and Inverts
      iii. Changes in type, size, or material of feature.
   b. Pipes / Culverts:
      i. Document length
      ii. Document slope
      iii. Document size
      iv. Document invert elevation
      v. Changes in material of structure
   c. Flumes, Ditches, and/or Swales/Berms: (the following are minimum requirements).
      i. Horizontal location (to verify location within described easements)

For easement widths less than 15- feet	At 100-foot intervals along the centerline of feature.
For easement widths 15-feet or Greater	At 200-foot intervals along the centerline of feature.

      ii. Vertical location (to verify positive drainage)

For slopes less than 0.5%	At 50-foot intervals along the centerline of feature.
For slopes 0.5% or greater	At 100-foot intervals along the centerline of feature.

      iii. Changes in width or material of feature.
      iv. Changes in location and type of geotechnical fabric used.
      v. Changes in overall grading of site topography.

   d. Detention / Retention Facility:
      i. Changes in size, location, or material of facility.
      ii. Changes in location and type of geotechnical fabric used.
      iii. Where applicable, copy of maintenance agreement.

Checklist for review of record drawings:

a. Changes in sidewalk location or size.
b. Changes in shoulder widths.
c. Changes in grades at intersections. (also to include changes in island location)
d. Changes in location of driveway aprons.
e. Changes in pavement section, to be supported by adequate documentation.
f. Changes in gutter flow line elevation. (could be substituted in 3b) versus edge of pavement).
g. Geotechnical fabric locations, to include vertical elevation.
h. Changes in Traffic Engineering related items such as signals, signage and markings, etc.

Any other changes that may have occurred during construction.

LEVEL SYMBOLOGY

DESIGN LEVEL	CONTENTS	LINE CODE	COLOR	WEIGHT	TEXT SIZE	FONT	CELL NAME
1	State Plane Coordinate Grid	0	0	0	20	0	
2	Benchmarks	0	0	0			
3	Street Text	0	3	0	20	0	
4	Street R/W	7	0	0			
5	Street Centerline	7	0	0			
6	Street Pavement	0	3	0			
6	Proposed Street Pavement	3	16	0			
7	Parking Lots	1	3	1			
8	Secondary Roads	2	3	0			
8	Trails	3	3	0			
9	Secondary Roads/Trails Text	0	3	0	20	0	
10	Sidewalks	5	3	0			

11	Bridges/Culverts	0	0	0			
12	Hydrology - Major	6	1	0			
12	Hydrology - Minor, Ditches	7	1	0			
13	Hydrology - Text	0	1	0	25	23	
14	Tailings & Quarries, Athletic Fields/Text, misc. areas	0	1	0			
15	City Limits/County Line	1	0	3			
16	City /limit text	0	0	1	30	0	
17	Railroad Tracks (Patterned)	0	2	0			RR
18	Railroad Text	0	2	0	25	0	
19	Railroad R/W	2	2	0			
20	Utility Poles (Cell)	0	5	0			P POLE
21	Utility Easements	3	5	0			
22	Utility Text	0	5	1			
23	Geographic Names	0	3	1			
24	Building Structures	0	0	0			
	Pools and Text	0	1	0	10	1	
24	Future Site of Structures	2	0	0			STRUCT
	Existing Structures (exact location and shape unknown)	2	0	0			STRCEX
25	Property Lines	6	6	1			
26	Cadastral Polygons	6	6	0			
27	Ownership Text	0	6	1			
28	Cemeteries/Text	4	6	0	10	1	
29	Lot Numbers				25	0	
30	Block Numbers				30	0	
31	Addition Names	0	0	0	35	0	
32	Open						
33	Lot Ticks						
34	Lot Lines/Property Lines	6	6	0			
35	Trees/Hedge Rows	0	6	0	AS=1		TREES
36	GPS Monuments	0	5	0	15	0	GPS
37	2' Topo Contour						
38	5' Topo Contour	0	7	0			
39	25' Major Topo Contour	0	7	0			
40	X Spot Elevation	0	7	0			
41	FEMA Monuments/Labels	0	3/0	0	18	1	GPSPNT
42	Quarter Sections						
43	Section Lines	0	5	0			
44	Features	0	2	0			
44	Cell Towers	0	12	0	AS=1		CELTWR
45	Fences (Pattern)	0	8	0	AS=1		FENCE
46	Format/Legend	0	0	0			Limleg Madleg
47	Mass Points	0	7	2			
48	Break Lines	0	7	2			
49	Open						
50	Signs						
51	Open						
52	Open						
53	Open						
54	Open						
55	Open						
56	Property Address	0	1	0			
57	Text Tag for	0	1	0	10-20	1	

	Buildings						
58	Open						
59	Open						
60	Open						
61	Open						
62	Monuments for Setup (point cell)						
63	Open						

36. **LIEN WAIVERS**

Lien waivers will be required from all subcontractors working for the contractor. These lien waivers shall be included with your final payment package. The contractor is responsible for obtaining signatures from his subcontractors. If no subcontractors are used, contractor must provide a statement indicating such.

37. **LOWEST RESPONSIBLE BIDDER**

For the purpose of determining the lowest responsible bidder, the OWNER shall consider the base bid amount together with any options set forth in the Request for Bids. In the event that the City does not have sufficient funds to award both the base bid and all options, then the City reserves the right to determine the lowest responsible bidder on the base bid only or the base bid and the number of options affordable considering the funds available to the City for the procurement. This method for determining the low bidder is for the purpose of allowing the City to procure the most advantageous bid for the OWNER. City of Huntsville reserves the right to award any and/or all options at any time during the life of the contract.

38. **NON-RESIDENT BIDDERS**

"In awarding the Contract, preference will be given to Alabama resident contractors and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded the Contract only on the same basis as the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances."

39. **CORRECTION TO SECTION 80.08(C) of The City of Huntsville "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS"** is revised as shown:

(C) DAYS WORK NOT PERMITTED: The Contractor shall not permit work on any pay item to be done on Sundays and the following holidays: New Year's Day, Martin Luther King's Birthday as nationally observed, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day, except with permission of the Director.

40. **CORRECTION TO SECTION 80 – of The City of Huntsville "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS" - PROSECUTION AND PROGRESS 80.01 Subletting and Contract. (a) LIMITATIONS**

The Contractor shall not sublet the contract or any portion thereof, or of his right, title, or interest therein, without written consent of the DIRECTOR. If such consent is given, the Contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than 30 percent of the total contract cost. Any items designated in the contract as "specialty items" may be performed by sub-contract and the cost of such specialty items performed by sub-contract may be deducted from the total cost before computing the amount of work required to be performed by the contractor with his own organization. No sub-contracts, or transfer of contract, shall relieve the Contractor of his liability under the contract and bonds. The Department reserves the right to disapprove a request for permission to sublet when the proposed Subcontractor has been disqualified from bidding for those reasons listed in Subarticle 20.02(b) and Article 30.03.

41. **CORRECTION TO SECTION 80 – of The City of Huntsville "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS" - PROSECUTION AND PROGRESS 80.03 Progress Schedule of Operations**

A critical path schedule is required within thirty (30) days after award. The critical path schedule must be submitted in Microsoft Projects format (electronic format and hard copy), with the critical path highlighted. The critical path schedule shall show information on the task or tasks that must be finished on schedule for the project to finish on schedule. Task dependencies, constraints, and relationships shall be shown on the schedule. **If the progress report (critical path) is not received, YOUR first pay estimate will NOT BE PROCESSED UNTIL IT IS RECEIVED).** See section 80.03 and 80.04 for additional requirements.

42. **CORRECTION TO SECTION 80 – of The City of Huntsville "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS" PROSECUTION AND PROGRESS 80.09 (b) Contracts on a Calendar Day or**

Calendar Date Basis

§80.09 (b) – Change 10 calendar days to 15 calendar days at each occurrence within section 80.09(b).

Section 80.09(B) is revised to remove the last sentence of the first paragraph: ("Also where the total cost of the completed work exceeds the total cost shown on the proposal, an extension in calendar days will be granted the Contractor, as provided in Section 80.09(a)1.") It is replaced by: "Where the scope of work is increased, an extension of time commensurate with the scope of the change may be granted by the OWNER, when in his judgment, the facts justify an extension. The contractor shall provide justification substantiated to the satisfaction of the OWNER with any requests for time extensions. Justification shall include, but not be limited to, a revised schedule showing the impact to critical path tasks. "

43. **CORRECTION TO SECTION 105 – of The City of Huntsville "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS" - EXCAVATION AND EMBANKMENT 105.04 (a) Method of Measurement**

Section 105.04 will remain as stated when estimated borrow material is less than 2500 C.Y.

When estimated borrow material is more than 2500 C.Y., Section 105.04 is revised to remove the last paragraph: "Borrow material will be measured at the point of delivery, inside the delivery truck less 30 percent for shrinkage."

44. **CORRECTION TO SECTION 847 – of The City of Huntsville "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS" - PIPE CULVERT JOINT SEALERS**

Section 847 is deleted and replaced with Section 846 – Pipe Culvert Joint Sealers, ALDOT Specifications for Highway Construction, Current Edition.

45. **NPDES CONSTRUCTION REQUIREMENTS**

For areas of this project meeting the Alabama Department Of Environmental Management (ADEM) definition of a "Construction Site", the Contractor shall prepare and apply for, pay the necessary fees, post the required registration at the jobsite prior to commencing work, and maintain the worksite and records in accordance with the ADEM requirements for National Pollutant Discharge Elimination System (NPDES) registration. Offsite borrow pits utilized in the construction of this project are included in the requirement. NPDES Construction Site is construction that disturbs one (1) acre or greater or will disturb less than one (1) acre but is part of a larger common plan of development or sale whose total land disturbing activities total one (1) acre or greater. An NPDES construction site also includes construction sites, irrespective of size, whose stormwater discharges have a reasonable potential to be a significant contributor of pollutants to a water of the State, or whose stormwater discharges have a reasonable potential to cause or contribute to a violation of an applicable Alabama water quality standard as determined by the Department. The Contractor is referred to the "Alabama Department Of Environmental Management Field Operations Division – Water Quality Program - Division 335 – 6" for complete definitions and requirements. The Contractor is also referred to Item 11 of these General Requirements, sections 50.15, 50.16, and 70.02 of the City of Huntsville Standard Specifications For Construction Of Public Improvements, Contract Projects (Specifications).

Contractor violations of the permit by rule which results in enforcement actions from ADEM including fines and/or work stoppage shall be the responsibility of the Contractor. Fines assessed to the Contractor or the OWNER because of Contractor action shall be paid by the Contractor. No extension of contract time shall be considered as a result of enforcement. Enforcement history will also be considered by the OWNER in its decision to issue future proposals or award future contracts in accordance with disqualification provisions of Section 20.02(b) of the Specifications.

46. **DELETION OF SECTION 50.01 – Authority of the Engineer of Record**

This section is deleted.

47. **SHOP DRAWINGS**

The approval of shop drawings by the Engineer will cover only the features of the design and in no case shall this approval be considered to cover error or omissions in shop details or a check of any dimensions. The Contractor shall be responsible for the accuracy of the shop drawings, the fabrication of materials and the fit of all connections; and he shall bear the cost of all extra work in erection caused by errors in shop drawings or in fabrication, inaccurate workmanship, misfits of connections or for any changes in fabrication necessary. No work shall be done on the material before the shop drawings have been approved. Any material that the Contractor orders prior to the approval shall be at the Contractor's risk.

Substitutions or changes whether indicated or implied on shop drawings will not be considered as changes regardless of the Engineer's approval of shop drawings unless the change has been previously submitted and approved as a change order per the requirements for changes in the contract.

After a shop drawing has been approved, no changes shall be made unless directed in writing to the Owner and acceptance by the Owner of said changes. Any acceptance of change by the Owner does not constitute a change to the contract unless that change has been approved and directed in writing per change order. Compensation for preparing and furnishing all shop and

working drawings shall be included in the contract unit prices for the various pay items of work.

48. E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as " the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2).

Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

"By signing this contract the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

Contractor's E-Verify Memorandum of Understanding shall be a part of the contract bid documents and shall be submitted with the bid package.

49. CITY OF HUNTSVILLE'S TRAFFIC ENGINEERING DEPARTMENT CONSTRUCTION REQUIREMENTS

For areas of this project that require removal of traffic loops, striping, markings, rpm's and ceramic markers, the following shall apply:

1. **TRAFFIC SIGNAL LOOP REPAIRS –** All vehicular and bicycle detector loop replacements shall be in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, Current Edition. Unless otherwise specified, traffic signal loops shall be replaced exactly as existed prior to any paving or resurfacing work. The general contractor will be responsible for documenting location of loops, location of any associated items for loop operation and assuring that loops are replaced exactly as existed prior to paving. All vehicular and bicycle loop repairs shall be replaced within fourteen (14) calendar days after final paving work.

2. **TRAFFIC SIGNAL STRIPING, MARKINGS, RAISED PAVEMENT MARKERS AND CERAMIC MARKERS FOR GUIDANCE** - All traffic striping, markings, raised pavement markers and ceramic markers for guidance shall be in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, Current Edition. Unless otherwise specified, traffic striping, markings, raised pavement markers and ceramic markers for guidance shall be replaced exactly as traffic striping, markings, raised pavement markers and ceramic markers for guidance existed prior to any paving or resurfacing work. The general contractor will be responsible for documenting location of all striping, markings, raised pavement markers and ceramic markers for guidance and assuring that all are replaced exactly as existed prior to paving. All traffic striping, markings, raised pavement markers and ceramic markers for guidance shall be reflectorized. All resurfaced areas shall be marked with temporary striping and markings for traffic usage by nightfall each day, 7 days a week, in accordance with State of Alabama regulations. All permanent striping, markings, raised pavement markers and ceramic markers for guidance shall be replaced within thirty (30) calendar days after final paving work.

50. SURVIVABILITY OF CONTRACT PROVISIONS

Termination of this Contract by either party shall not affect the rights and obligations of the parties that accrued prior to the effective date of the termination. Terms and conditions of the contract that survive termination include, but are not necessarily limited to, provisions regarding payments, insurance, termination, warranty, governing law of the contract, liquidated damages, bonding requirements, notice procedures, waiver, and other requirements necessary and appropriate for the proper resolution of disputes, claims, and enforcement of the rights of the parties.

51. SURETY BONDS

The Contractor shall furnish separate performance and payment bonds to the Owner within fifteen (15) days after the date of

acceptance of this proposal by City Council action. Each bond shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in forms suitable to the Owner, in conformance with all the requirements of the Code of Alabama (1975), §39, and shall be executed by a surety, or sureties, reasonably suitable to the Owner. All bonds must be approved by the Mayor and the Clerk-Treasurer of the City of Huntsville.

52. GOVERNING LAW

The Contract shall be governed by the laws of the State of Alabama.

53. ALABAMA IMMIGRATION ACT (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975)

Compliance with the requirements of the (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30, as amended by Alabama Act 2012-241, commonly referred to as the Alabama Immigration Law, is required for City of Huntsville, Alabama contracts that are competitively bid as a condition of the contract performance. The Contractor shall submit in the bid package, with the requested information included on the form, the "City of Huntsville, Alabama Report of Ownership Form" listed in this document as Attachment "I". The bidder selected for award of the contract may be required to complete additional forms relating to citizenship or alien status of the bidder and its employees, including e-verify information, prior to award of a contract.

54. SUCCESSORS AND ASSIGNS

The Owner and Contractor bind themselves, their successors and assigns to the other party hereto and to successors and assigns of such other party in respect to covenants, agreements, and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the Owner. In no event shall a contract be assigned to an unsuccessful bidder whose bid was rejected because he or she was not a responsible or responsive bidder.

55. WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

56. RIGHTS AND REMEDIES

Duties and obligations imposed by the Contract Documents and rights and remedies available there under shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

No action or failure to act by the Owner, Engineer, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

57. ENTIRE AGREEMENT

This Contract represents the entire agreement between the Owner and the Contractor and supersedes all prior communications, negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both Owner and Contractor.

HUNTSVILLE

Kathy Martin, P.E.
Director
City Engineer

Urban Development Department
Engineering Division

TENNESSEE RIVER GREENWAY, PHASE III
Project No. 71-23-WP04
September 25, 2025

Addendum #1

Attached are the Pre-Bid Minutes from the meeting held on Tuesday, September 23, 2025, in the 6th Floor Training Room 624/625, 305 Fountain Circle, Huntsville, AL.

Addenda will only be emailed to those bidders who attend and have signed in at the pre-bid meeting. All addenda, as well as other project information, are available for downloading on Engineering's website at www.huntsvilleal.gov/engineeringbids. Acknowledgement of receipt/download from website of addenda is mandatory using Attachment "C" located in the Specifications and attachment must be submitted with bid package. Failure to do so shall be cause for rejection of the bid. It is the responsibility of all bidders to refer to the website for any updates. The attached pre-bid meeting minutes, all addenda and attachments for the above-referenced project will become part of the contract documents.

Attachments: Pre-Bid Minutes

END OF ADDENDUM #1

PRE-BID MEETING

MINUTES

PROJECT NAME: Tennessee River Greenway, Phase III

PROJECT NUMBER: 71-23-WP04

DATE: September 23, 2025

PROJECT ENGINEER: Toneka Lindsey

PROJECT INSPECTOR: Stephen Few

Zachary Turner	Garver
Dave McDonald	REV Construction
Wes Hughes	Carcel & G
Steaven Eakes	Wiregrass Construction
Tim Mayhall	Grayson Carter & Son
Will Toms	CG Jones
John Vanzandt	Rogers Group
Ricky Porter	Palmertree
Toneka Lindsey	COH Engineering
Angela Gurley	COH Engineering
Stephen Few	COH Engineering
Hannah Brown	COH Traffic Engineering

1. Introduction of all persons present

2. Work Description (Project Scope)

   Tennessee River Greenway Phase III – 1.5 miles of greenway along the Tennessee River from Hobbs Road, Redstone Road to Green Cove Road and will be connecting the Elgies Greenway to Ditto Landing.

3. Permits (Provide copies of all permits as part of the Contract)
   a. ADEM (NPDES) – The City currently has the ADEM permit but it will be transferred to the contractor once the bid is awarded. Toneka stated that she will be sending out transfer paperwork to the contractor and will provide a copy of the permit to transfer into the company name.

b. ACOE – Zach stated that it was his understanding that an ACOE permit would not be needed for this project.

4. Utility Project Notification
    a. Conflicts with existing utilities
    b. Owner of existing utilities
    c. Responsibility of Contractor to locate and coordinate with existing Utilities

- Toneka said that she did not see anything as far as utility conflicts, but the normal utility locates will need to be done and any issues would be addressed in the field as they arise.

5. Right-of-Way
    a. Status of ROW or easement acquisition
    b. Property Owner information and notification

- Toneka said there are no known Right-of-Way issues.

6. Conflicting Projects

- Toneka said working with Redstone Arsenal will require some additional work that will need to be done and stated this may be a conflict with the project.

- Toneka said she plans to have a representative from Redstone Arsenal attend the pre-con meeting to share any additional information they may have. Toneka said she plans to contact Redstone Arsenal to see if any additional information needs to be added other than what has already been addressed in the lease agreement. Toneka said the Lease Agreement has a lot of specific things the arsenal is asking for like how to deal with the arsenal's project site and the contractor will need to be aware of the specific terms listed in the agreement.

- Toneka said the Environmental Permit does not have anything specific in it because it is a normal permit.

7. Schedule of Work
    a. Critical Path
    b. Need by first payment
    c. Owner reserves the right to withhold payment if work is more than 25% behind schedule.

- Toneka said there is a wet area that is just South of Hobbs Road where some concrete pavement was kept. Toneka said the contractor will need to start on the Redstone Road side and work in the wet area when the weather dries up. Zach

stated that this area is not really in the wetlands, but the concrete is there because that area floods often.

8. Project Details (Plans, Specs, Special Provisions, Quantities, Dates)
    a. Review plan sheets
    b. Review Special Provisions and Specifications
    c. Reference State or City Standard Specifications
    d. Enforce ADA Standards for ROW construction.
    e. Contractor is responsible for repair and maintenance of any trench cuts with hot mix asphalt.
    f. Schedule for review of shop drawings/material submittals.
    g. State of Alabama License Classification required – (HS) Highways & Streets or (MU) Municipal & Utility

- Toneka said everything as far as the quantities are concerned was basic and she really did not have anything that she wanted to discuss.

- Zach said this is basically a buildout using an underwater embankment.

- Zach stated that the Redstone Arsenal fence will have to be relocated or installed before the other fence is taken down to maintain a secure perimeter.

- Zach stated there is an item set up for undercut that is just for field measurement. Zach said this was not identified in the plans but is there in case it is needed.

- Zach said the intent is to work off the #2 dirt bed that has already been built by Water Pollution Control. Zach said he is hopeful there will not be any major issues with stability, but if so, there is an item set up for field verification if needed.

- Toneka said there is an Environmental Permit that Redstone Arsenal is going to update and complete. Toneka said the contact person for Redstone Arsenal is Jay Howell and he is working on the permit, and she will have updates soon and when the permit is completed, she will upload it to the website.

- Toneka said there is also a Redstone Arsenal Lease Agreement that was uploaded to the website today. Toneka asked everyone to please take a minute to read through that because there are some regulations that must be met when working with Redstone Arsenal. Toneka said there are things Redstone Arsenal will need to review once the awarded contractor completes the project and she will go more in depth on that information in the pre-con meeting.

- Toneka said the work in the Lease Agreement is shown on sheet 6 and sheet 11 and it is located at the connection into Green Cove where it turns to connect into

the neighborhood at Autumn Ridge Road. Toneka said there is a slice of property the contractor will be working on that is covered by the Lease Agreement.

- Toneka said the Environmental Permit and the Lease Agreement will be part of the contract documents and asked that the contractor be cognizant of that. Toneka also said once the project is awarded, again those documents will be part of the contract and the regulations for Redstone Arsenal and everything described would have to be met, reviewed and approved by the Redstone Arsenal representatives.

Introduction and explanation of any revisions to Supplement to General Requirements – specifically detail the following:

46. SHOP DRAWINGS

The approval of shop drawings by the Engineer will cover only the features of the design and in no case shall this approval be considered to cover error or omissions in shop details or a check of any dimensions. The Contractor shall be responsible for the accuracy of the shop drawings, the fabrication of materials and the fit of all connections; and he shall bear the cost of all extra work in erection caused by errors in shop drawings or in fabrication, inaccurate workmanship, misfits of connections or for any changes in fabrication necessary. No work shall be done on the material before the shop drawings have been approved. Any material that the Contractor orders prior to the approval shall be at the Contractor's risk.

Substitutions or changes whether indicated or implied on shop drawings will not be considered as changes regardless of the Engineer's approval of shop drawings unless the change has been previously submitted and approved as a change order per the requirements for changes in the contract.

After a shop drawing has been approved, no changes shall be made unless directed in writing to the Owner and acceptance by the Owner of said changes. Any acceptance of change by the Owner does not constitute a change to the contract unless that change has been approved and directed in writing per change order. Compensation for preparing and furnishing all shop and working drawings shall be included in the contract unit prices for the various pay items of work.

h. Calendar Days to complete the project is two hundred seventy (270) – there were no concerns.
i. Council Approval – October 23, 2025
j. Anticipated Notice-to-Proceed – between 10/24 and 11/7 or early November.
k. Zach said a shop drawing may be required for the fence since the Arsenal will need to approve it prior to the fence being installed. Toneka said Jay did not mention that to her, but she will contact him. Zach said the fence is a typical chain link fence, but Redstone Arsenal requires that it match their existing chain link fence.

9. Bid Sheet (Quantities)
   Contractor is required to submit pricing (Attachment "A") on a thumb/flash drive (preferably in a live/flash drive format) in the Excel format made available for download from the Engineering website. The thumb/flash drive must be in working condition and included with original bid packet and reflect the correct revision, along with two signed hard copies. Bid must be submitted from the file (Quantities) provided and downloaded from the City of Huntsville's website. Failure to do so shall be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the thumb/flash drive in any manner. If a price discrepancy is found on the thumb/flash drive, or the correct version of bid quantities is not submitted on the thumb/flash drive, which corresponds to the printed hard copy, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail.

   a. Review each bid item and describe method of payment (Check reference to State Item Numbers referencing State payment methods)
   b. Provide information regarding payment method, i.e. "Payment for unclassified excavation will only be made once for movement of the same material", "DGB is to be measure for payment based on an in place area in accordance with …."

10. Payment
    The OWNER agrees to pay the contractor as follows: Once each month per project the OWNER shall make partial payment to the Contractor on the basis of duly certified and approved estimates of the work performed during the preceding month by the Contractor, less five percent (5%) of the amount of such estimate, which is to be retained by the City until all of the work has been performed. Liquidated damages will be deducted from all invoices when the invoice estimate period end date is later than the contract completion date. All pay requests will be submitted by hard copy. Two originals and two copies of the invoices are required before payment will be made. The originals and copies should be submitted each month to the Administrative Officer, ATTN: Teresa Mills, in the Engineering Department. No further retainage will be held after fifty percent of the contract is complete. All payments to contractor will be made as soon as practical after the approval and finance processes have been completed.

    a. Date for payment submittal monthly
       i. Process for monthly quantities
       ii. Monthly Progress Meetings
       iii. Red-line As-built required to be maintained by the Contractor and review monthly prior to invoices being submitted.
       iv. Define Substantial Completion – Project in usable condition for intended purpose
       v. Liquidated Damages
       vi. One year warranty period begins upon substantial complete.

11. Traffic Control – Contractor is responsible for installation and maintenance of all Traffic Control in accordance with MUTCD, latest edition.

    If in conflict with work, all vehicular and bicycle loop repairs shall be replaced within fourteen (14) calendar days after final paving work.

    All permanent striping, markings, raised pavement markers and ceramic markers for guidance shall be replaced within thirty (30) calendar days after final paving work.

    Lane closures are only allowed in off-peak hours unless otherwise approved by project engineer.

    The contractor is responsible for maintaining roadway drainage and preventing ponding of water within the construction limits throughout the duration of the project.

12. Subcontractors
    Any subcontractors present were given the opportunity to ask questions or discuss items with which they are concerned. The Prime Contractor should be advised that no work by a subcontractor will be permitted unless approved by contract or in writing. Contractor shall keep the "Subcontractor's Listing" updated throughout the project duration and submit a copy of the listing with the request for final payment. Noncompliance with this request may cause delay in payment to the Contractor.

13. Special Documentation based upon Funding Requirements (i.e. Labor Payroll, etc.) Anyone working for the Contractor, whether equipment and/or personnel, which are not the Prime Contractors and are not covered by subcontract, then it shall be understood that the Prime Contractor will be required to furnish a rental agreement for the equipment and carry personnel performing such work on his/her labor payroll.

14. Questions?

    Q: Tim asked who the representative is for Redstone Arsenal.
    A: Toneka said it is Jay Howell.

    Q: Tim asked if the job can be accessed at any of the subdivision road tie in points.
    A: Zach stated yes. Zach stated a key from the City would be needed to open the gates.

    Q: Tim asked if a key will be provided.
    A: Toneka said the awarded contractor would be provided with a key for access.

Q: Tim asked if the City is waiting on the Environmental Permit.
A: Toneka said yes. Toneka said the permit was already in place but has since expired and when she spoke to Jay a couple weeks ago, he said it was a thirty (30) day or less process to update the permit so she should have the permit soon.

Q: Will asked if the contractor is required to do anything regarding the Environmental Permit Process.
A: Toneka said no, it is just a typical Environmental Permit. Toneka said all the specifics are in the Lease Agreement that was uploaded to the website.

Q: Tim asked when the project is scheduled to start.
A: Toneka said it will go to council on October 23rd so the Notice-to-Proceed will be anywhere between 10/24 – 11/7. Toneka said it will probably be closer to the early part of November.

Q: Tim asked how much time was given for the project.
A: Toneka said it is set for two hundred seventy (270) days.

Q: Tim asked about the fence relocation.
A: Zach stated yes, a fence will need to be relocated and in addition to the fence there is a gate that will need to be relocated at Patriot Park. Zach said it is a tube type swing gate.

Q: Question asked how the clearing and grubbing will be paid.
A: Toneka said a Lump Sum item will be added.

Q: Question asked about the deadline for questions.
A: Toneka said Friday, September 26th by 5:00 p.m.

Q: Will asked about the detail in the plans for striping.
A: Toneka said there is no striping on the Greenway but there is striping on some of the roadways.

Q: Tim asked about the lump sum bid item for striping.
A: Zach said the details in the plans are anticipated for the crosswalk items at Green Cove Road and if any additional striping is added it will be addressed in the addendum.

Q: Hannah asked about striping for bikes or pedestrians and if the project calls for it to be added the contract.
A: Toneka said there is no plan for it now. Toneka asked Hannah to let her know if a request for striping needs to be added.

Q: Tim asked if the striping will be thermoplastic or paint.

A: Zach said thermoplastic.

Q: Tim asked if a copy of the pre-bid minutes will be provided.
A: Toneka said she will try to get the minutes out by tomorrow.

Q: Tim asked about staking the Greenway prior to construction.
A: Zach said no.

Q: Tim asked about the vent piping.
A: Zach said the vent piping is for the sanitary sewer.

Q: Will asked how the borrow will be paid.
A: Toneka said by the truck load.

Q; Tim asked how many CY per truck.
A: Toneka said usually between 17-20 CY per truck. Stephen said he can use the ALDOT's form to get the volume for the trucks.

Q: Tim asked if a wingwall could be used in place of the slope paved headwalls.
A: Zach said that would be up to the City, and Toneka said she did not have a preference and would clarify this in the addendum.

Q: Toneka asked what the difference would be between a wingwall and slope paved headwalls.
A: Zach said it would be pre-cast instead of cast in place.

All questions were answered and all clarifications made by addendum. **All addenda are sent via email to those bidders who attend and have signed in at the pre-bid meeting. Although a response to the email is optional, it is mandatory that the bidders acknowledge the receipt of each addendum, whether received via email or by downloading from the Engineering Department's website, on Attachment "C" included in the Specifications.** Acknowledgement of receipt of addenda is **mandatory** using Attachment "C" and must be submitted with bid package. Failure to do so shall be cause for rejection of the bid.

Last day for questions concerning this project before the bid will be **Friday, September 26, 2025, until 5:00 p.m.** via email to: mary.ridgeway@huntsvilleal.gov

Response to contractor questions will be **Tuesday, September 30, 2025, until 5:00 p.m.**

Bids open: Friday, October 3, 2025, at 10:00 a.m. in the **6th Floor Training Room 624**, 305 Fountain Circle, Huntsville, AL. All bids must be **SEALED** before

submittal at the bid opening. Any bids received that are not sealed will be immediately rejected.

The pre-bid notes and all addenda shall become a part of the contract documents.

Meeting Adjourned.

HUNTSVILLE

Kathy Martin, P.E.
Director
City Engineer

Urban Development Department
Engineering Division

TENNESSEE RIVER GREENWAY PHASE III
Project No. 71-23-WP04
September 30, 2025

Addendum #2

- Included is a sample environmental permit for review.
- Reminder: A shop drawing approval will be required for the park identification and rules sign.

Attachment "A" is amended as follows:
Replace bid quantities with "replacement", **Attachment "A1".** Please use the revised attachment to submit bid pricing; **all bids must be submitted using Attachment "A1".** Contractors are authorized to download revised quantities from website and paste to a thumb drive (preferably in a live/flash drive format) which must be submitted with the original bid packet. In addition, two hard copies must be signed and submitted with original bid packet. Bid must be submitted from the file (Quantities) provided and downloaded from the City of Huntsville's website. Failure to do so may be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the bid thumb drive in any manner. Contractors should be mindful of making changes to formatting already established in column for Bid Unit Price, as it may affect the outcome of their bid. In order to verify calculations are correct, Contractor may choose to manually multiply those unit costs x bid quantities to ensure extensions are correct, prior to printing and submitting with bid packet. If a price discrepancy is found on the thumb drive, or the correct version of bid quantities is not submitted on the thumb ddrive which corresponds to the printed hard copy, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail. However, calculations must be accurate and will be verified manually.

- Any bidder who designates a change on the outside of the envelope understands that any deletions or additions designated, bidder must further indicate the particular bid item relative to the deletion or addition, even if the deletion or addition references to deduct or add to the Total Base Bid.

QUANTITY REVISIONS:

Delete

~~9 #2 Stone,with #57 Stone Choking Layer (Undercut Areas) 5,000 TON~~

Add

9 #2 Stone 4,000 TON

Delete

~~10 Underwater Embankment, Includes #57 Choking Layer 1,500 TON~~

Add

10	**Underwater Embankment**	**1,500**	**TON**

Add

38	**Clearing and Grubbing**	**1**	**LS**
39	**#57 Stone Choking Layer**	**1,000**	**TON**

RESPONSE TO CONTRACTOR QUESTIONS:

Q: Are there Special conditions and Technical Specs available other than the 37-page spec you have uploaded to your website?

A: As mentioned in the prebid, there will be additional environmental permit added to the contract documents. Other than that, there are no other special specifications.

Q: On Attachment A- Bid Item 9- #2 Stone, with #57 Stone Choking Layer (Undercut Areas) Is it possible to create another bid item reflecting these two materials separate?

A: Yes separate items are included in this addendum.

Q: In Attachment "B" are we to enclose in our bid the certificate of insurance naming the City as the certificate holder? Or does the contractor provide this during the procurement of contracts?

A: Insurance certificate to be provided with fifteen (15) days after contract award.

Q: On Attachment A-Bid Item 10- Underwater Embankment, Includes #57 Choking Layer. What material is used for underwater embankment?

A: Class 1 RipRap.

Q: On Attachment A- Bid Item 5- Top soil from stockpiles, I did not see any existing piles of Topsoil, or is this the topsoil that we are anticipated to generate from site?

A: Yes although there is an existing #2 rock bed there should be topsoil that can be generated from the site.

Addenda will only be emailed to those bidders who attend and have signed in at the pre-bid meeting. All addenda, as well as other project information, are available for downloading on Engineering's website at www.huntsvilleal.gov/engineering/bidlist. Acknowledgement of receipt/download from website of addenda is mandatory using Attachment "C" located in the Specifications and attachment must be submitted with bid package. Failure to do so shall be cause for rejection of the bid. It is the responsibility of all bidders to refer to the website for any updates. The attached pre-bid meeting minutes, all addenda, and attachments for the above-referenced project will become part of the contract documents.

Attachments: Revised Quantities – Attachment A1
Sample Environmental Letter

END OF ADDENDUM #2

ATTACHMENT "A1"
TENNESSEE RIVER GREENWAY PHASE III
Project No. 71-23-WP04

UNIT BID SHEET

9/30/2025

ITEM NO.	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
1	Mobilization	1	LS		$0.00
2	Unclassified Excavation	11,153	CY		$0.00
3	Borrow Excavation	9,513	CY		$0.00
4	Undercut Excavation	4,000	CY		$0.00
5	Topsoil From Stockpiles	3,412	CY		$0.00
6	5" Concrete Greenway, Complete-In-Place	1,907	SY		$0.00
7	424A-340 Superpave Bituminous Concrete Wearing Surface Layer (APP. 165 LB/SY)	1,985	TON		$0.00
8	Dense Graded Base, placed in accordance with Section 301 of the Standard Specifications, ALDOT. All materials shall be in accordance with Section 825, Type B, 100% compaction. 4" Thickness	7,384	TON		$0.00
9	#2 Stone	4,000	TON		$0.00
10	Underwater Embankment	1,500	TON		$0.00
11	Gate Relocation	1	EA		$0.00

12	Bollard (Removable)	5	EA		$0.00
13	Fence Removal	732	LF		$0.00
14	Chain-link Fence (Match Existing)	732	LF		$0.00
15	15" Reinforced Conrete Pipe, Complete-In-Place	80	LF		$0.00
16	18" Reinforced Concrete Pipe, Complete-In-Place	64	LF		$0.00
17	24" Reinforced Concrete Pipe, Complete-In-Place	160	LF		$0.00
18	30" Reinforced Concrete Pipe, Complete-In-Place	64	LF		$0.00
19	36" Reinforced Concrete Pipe, Complete-In-Place	64	LF		$0.00
20	48" Reinforced Concrete Pipe, Complete-In-Place	40	LF		$0.00
21	54" Reinforced Concrete Pipe, Complete-In-Place	64	LF		$0.00
22	Sloped Paved Headwall (15" Pipe)	6	EA		$0.00
23	Sloped Paved Headwall (18" Pipe)	2	EA		$0.00
24	Sloped Paved Headwall (24" Pipe)	10	EA		$0.00
25	Sloped Paved Headwall (30" Pipe)	4	EA		$0.00
26	Sloped Paved Headwall (36" Pipe)	4	EA		$0.00
27	Sloped Paved Headwall (48" Pipe)	2	EA		$0.00
28	Sloped Paved Headwall (54" Pipe)	4	EA		$0.00
29	W11-2 Sign and Post, City Traffic Engineering Standards	4	EA		$0.00

30	Traffic Striping	1	LS		$0.00
31	Temporary Traffic Control (All Phases and Traffic Configurations)	1	LS		$0.00
32	Permanent Seed and Straw	4	AC		$0.00
33	Bermuda Sod (in-place)	2,600	SY		$0.00
34	TYPE "B" Silt Fence (includes materials, installation, maintenance and removal)	13,953	LF		$0.00
35	Rip-Rap Class 1	200	TON		$0.00
36	Filter Fabric	2,000	SY		$0.00
37	Greenway Sign Assembly	2	EA		$0.00
38	Clearing and Grubbing	1	LS		$0.00
39	#57 Stone Choking Layer	1,000	TON		$0.00
	TOTAL BASE BID				$0.00

ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT,MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK.

COMPANY_____
SIGNATURE_____
DATE_____

Department of the Army
United States Army Garrison
Redstone Arsenal, AL 35898-5000
RECORD OF ENVIRONMENTAL CONSIDERATION
Control Number: **1155-22**

Job Order Request Number: 2022146-7

1. Title: City of Huntsville Greenway Expansion near Gate 2

2. Description of Proposed Action:

The City of Huntsville proposes to connect planned greenways through a portion of Redstone Arsenal property that is outside the primary security fencing, in the vicinity of Gate 2. The total distance of RSA usage is approximately 830 feet through a public access easement of 30 feet in width. The greenway will involve the construction of a 12-foot wide pedestrian path through the easement. Construction activities will involve the installation of a culvert to cross a drainage ditch, minor grading to provide a consistent paving surface, and paving of the pedestrian path surface. The total area of disturbance is approximately 23,996 square feet (0.55 acres). New chain-link security fencing will be installed along approximately 675 feet of the subject area, which is already cleared and no existing trees should be removed.

3. Anticipated date of Proposed Action: TBD

4. It has been determined that this action:

   a. is supported by the existing Environmental Assessment: ____; Environmental Impact Statement: _____; Title and date of document:

   b. Proposed Action is exempt from the requirements of the National Environmental Policy Act: Yes ____ No __X__

   c. Similarity to actions previously examined and found to meet the criteria for using a Record of Environmental Consideration: This action is similar to actions previously examined and found to meet the criteria for using a Record of Environmental Consideration.

5. Coordination with other agencies (List agencies if any):
   Directorate of Public Works
   Environmental Management Division
   City of Huntsville

6. Environmental impact/impacts of Proposed Action: see Appendix A.

7. Site location map (8 1/2" BY 11") of the proposed project: see Appendix B.

Record of Environmental Consideration (Continued)
Control Number: 1155-22

8. Conclusion: This action has been evaluated in accordance with **Part II 32 Code of Federal Regulation 651 Section 651.29**. It has been determined that this action does not individually or cumulatively have a significant effect on the human environment. No extraordinary circumstances exist as defined in **Section 651.29 Paragraph (b)(1) through (14)**. There will be no environmentally controversial changes to existing environmental conditions. There are no circumstances which would require an Environmental Assessment or an Environmental Impact Statement under the National Environmental Policy Act. This action qualifies as (a) Categorical Exclusion(s) found in **Appendix B to Part 651 Section II _(c)(1)_** per Part II 32 Code of Federal Regulation Part 651, and meets the screening criteria in **Section 651.29 (a) through (e)**.

9. Categorical Exclusion(s): (C) Construction and demolition
(1) Construction of an addition to an existing structure or new construction on a previously undisturbed site if the area to be disturbed has no more than 5.0 cumulative acres of new surface disturbance. This does not include construction of facilities for the transportation, distribution, use, storage, treatment, and disposal of solid waste, medical waste, and hazardous waste (REC required).

10. How this Record of Environmental Consideration meets the Screening Criteria:
The action is not segmented. There are no extraordinary circumstances. One (or more) Categorical Exclusion(s) encompasses the proposed action.

11. This document and compliance with the National Environmental Policy Act **does not** relieve the proponent of compliance with applicable Federal and State Laws and Regulations.

Record of Environmental Consideration (continued)
Control Number: 1155-22

12. **Legal Requirements**: The Record of Environmental Consideration to "City of Huntsville Greenway Expansion near Gate 2" has been reviewed and released by the Environmental Management Division, contingent on the implementation of the noted legal requirements. Any changes to the scope of work must be reviewed by the Environmental Management Division prior to the start of construction. The Environmental Management Division may inspect the project to ensure that these legal requirements are fulfilled. Contact Allison Guilliams at Allison.n.guilliams.civ@army.mil or 256.842-6948 for any questions concerning this Record of Environmental Consideration.

a. Personnel must take precautions to avoid disturbing the groundwater monitoring well (RS1713) that borders the project footprint. The multi-zone well is permitted with the Alabama Department of Environmental Management (ADEM) and is essential to the Redstone Arsenal groundwater monitoring network. The proponent will be financially responsible for repairing, modifying or replacing any wells if project activities make it necessary.

b. The contractor is required to follow a Construction Best Management Practices Plan for erosion and sediment control in order to control the impact of erosion, sedimentation and other pollutants on receiving waters, both during and after City of Huntsville Greenway Expansion near Gate 2. The Alabama Handbook for 2018 for Erosion and Sediment Control Volume 1 & 2 published by the Alabama Soil and Water Conservation Committee provides information to assist with the development of plans and the design of best management practices. It is available for review at:
https://alconservationdistricts.gov/wp-content/uploads/2018/09/2018-Handbook-Vol-1.pdf
https://alconservationdistricts.gov/wp-content/uploads/2018/09/2018-Handbook-Vol-2.pdf
Multiple best management practices may need to be implemented to provide adequate erosion and sediment control protection. Best management practices are guidelines and techniques that, when used properly, can eliminate or help reduce water pollution.
Ensure the following best management practices are implemented:
    - Storm drain inlet/outlet protection such as filter fabric, gravel bags or hay bales needs to be implemented as required by the Construction Best Management Practices Plan for construction site storm water runoff control. Upon completion of the project, these items will be removed and properly discarded.
    - Runoff from the project site should be free of excessive sediments and other constituents during construction since activities are constantly changing site conditions. All machinery/materials stored or utilized on site shall be well contained in order to prevent runoff from the project area.
    - Concrete pours shall be accomplished on a clear day in order to avoid limewater seepage during a rain event, and prevent it from seeping into a storm drain.

Record of Environmental Consideration (continued)
Control Number: 1155-22

- Soil stabilization practices shall be designed to preserve existing vegetation where feasible and to revegetate open areas as soon as feasible after grading. These control practices shall include temporary seeding, permanent seeding, mulching or other soil stabilization practices in order to prevent erosion or sediment runoff from happening.
- Trash disposal must be properly handled throughout the operation in accordance with all applicable laws. Fuel, lubricants and other toxic chemicals must never be drained into the soil. Food and drink containers, and any discarded equipment parts must be properly removed and disposed of. Trash and debris will be removed daily.
- All outdoor activities, including drainage improvements are required to prevent soil sediments from entering the storm drain conveyance systems, especially, when the soil is wet. Therefore, the contractor is responsible for water quality protection.
- Ensure all service vehicles are properly maintained and are not leaking when on the project site. Do not conduct vehicle maintenance activities on the site.
- For fence post footings, concrete pours shall be accomplished on a clear day in order to avoid limewater seepage during a rain event, and prevent it from seeping into a storm drain.
- The contractor must minimize the track-out of dirt, mud and other debris onto adjacent road from vehicles exiting the project site.
- Ensure all disturbed soil areas are graded, seeded and stabilized upon successful completion of the proposed project.
- Please be advised that effective best management practices are required to be implemented and regularly maintained to minimize/prevent the discharge of sediment and other pollutants until disturbance activities are complete, the site is stabilized and permanent re-vegetation is achieved.
- Ensure the impacted site is free of debris and the discarded materials are taken to Redstone Construction & Demolition Landfill for proper disposal.

I have read the required legal requirements presented in this Record of Environmental Consideration and understand these requirements. I will ensure that these legal requirements are provided to the appropriate parties for inclusion into associated contractual documentation.

Kathy Martin
Signature

8/29/22
Date

Kathy Martin
Printed Name

Director of Engineering
Title

Record of Environmental Consideration (Continued)
Control Number: 1155-22
Proponent:

Jake Roth — Date: 7 SEPT 2022
(Signature)

Chief, Master Planning — AMIM-REP-M
(Title) (Office Symbol)

Jake Roth — Date: 18 JULY 2022
Prepared by:

Concurrences:

Redstone Arsenal Environmental Office Review

Allison Guilliams — Date: 9/8/2022
ALLISON GUILLIAMS,
National Environmental Policy Act Coordinator

Thomas F Richardson — Date: 09/08/2022
TOM RICHARDSON, Chief
Cultural/Natural Resources Branch

Clint Howard — Date: 9/9/22
CLINT HOWARD, Chief
Installation Restoration Branch

Austin York — Date: 09/09/2022
AUSTIN YORK, Chief
Installation Compliance Branch

Approved by:

Jason K. Braxton — Date: 09/22/2022
JASON BRAXTON, Chief
Environmental Management Division
Directorate of Public Works
AMIM-REP-E

Record of Environmental Consideration (Continued)
Control Number: 1155-22

Appendix A

Environmental Quality Considerations Checklist

1. Does proposal conform to Installation Master Plan? Yes _X_ No__

2. Would the proposed project alter Land Use on the Installation? Yes __ No_X_

3. Describe project activities that could possibly affect environmental resources on the Installation, including archaeological and/or cultural resources and the qualities of air, land, and water (i.e. clearing, digging, or leveling). These actions must be coordinated with the Redstone Arsenal Environmental Office.

Description:
Construction activities will involve the installation of a culvert to cross a drainage ditch, minor grading to provide a consistent paving surface, and paving of the pedestrian path surface. The total area of disturbance is approximately 23,996 square feet (0.55 acres). New chain-link security fencing will be installed along approximately 675 feet of the subject area, which is already cleared and no existing trees should be removed.

4. Prior use and condition of the property and/or equipment involved:
The property is located outside the Arsenal's primary security area. There are no existing structures. A Huntsville utilities service bay is located approximately 50 feet from the subject property.

5. Proposed use of the property, equipment, and/or completed project:
City of Huntsville Greenway

6. Will borrow material be utilized for this project? If so, where will it be obtained?
The City of Huntsville will provide any necessary borrow material.

7. Will there be spoils as a result of this project? If so, how will it be disposed?
None anticipated

8. Areas of potential Environmental Impact during implementation of project (i.e., construction phase, equipment placement/replacement phase, etc.) of proposed action. 1=improvement, 2=no change, 3=minor adverse impact, 4=moderate adverse impact, 5=major adverse impact:

a. Potential to cause air pollution. 1 2 **3** 4 5

b. Potential to cause water pollution. 1 2 **3** 4 5

c. Potential to impact on the quality or quantity of groundwater. 1 **2** 3 4 5

Record of Environmental Consideration (Continued)
Control Number: 1155-22

d. Potential to affect wetlands, floodplain, wild and scenic rivers. 1 **2** 3 4 5

e. Potential for discharge or release of hazardous substance. 1 **2** 3 4 5

f. Potential to cause soil contamination. 1 **2** 3 4 5

g. Potential to violate a safety, public health, or noise standard. 1 **2** 3 4 5

h. Potential to impact on protected species or their habitat. 1 **2** 3 4 5

i. Potential to affect cultural resources that are either on or eligible for the National Register, or unstudied. 1 **2** 3 4 5

j. Potential effects upon labor force. 1 **2** 3 4 5

k. Potential to impact upon recreational areas and/or prime farmland. 1 **2** 3 4 5

l. Potential to affect energy demand. 1 **2** 3 4 5

m. Potential environmental controversy involved with project:

(1) Local Yes __ No_X_
(2) National Yes __ No_X_

n. Potential to violate Federal, State, or local law/regulation designed to control air pollution. Yes __ No_X_

o. Potential to violate Federal, State or local law/regulation designed to control water pollution. Yes __ No_X_

p. Potential involvement with contaminated areas and/or material. Yes __ No_X_

9. Areas of potential Environmental Impact during operation phase of proposed action. 1=improvement, 2=no change, 3=minor adverse impact, 4=moderate adverse impact, 5=major adverse impact:

a. Potential to cause air pollution. 1 **2** 3 4 5

b. Potential to cause water pollution. 1 **2** 3 4 5

c. Potential to impact on the quality or quantity of groundwater. 1 **2** 3 4 5

d. Potential to affect wetlands, floodplain, wild and scenic rivers. 1 **2** 3 4 5

e. Potential for discharge or release of hazardous substance. 1 **2** 3 4 5

f. Potential to cause soil contamination. 1 **2** 3 4 5

g. Potential to violate a safety, public health, or noise standard. 1 **2** 3 4 5

Record of Environmental Consideration (Continued)
Control Number: 1155-22

h. Potential to impact on protected species or their habitat. 1 **2** 3 4 5

i. Potential to affect cultural resources that are either on or eligible for the National Register, or unstudied. 1 **2** 3 4 5

j. Potential effects upon labor force. 1 **2** 3 4 5

k. Potential to impact upon recreational areas and/or prime farmland. 1 **2** 3 4 5

l. Potential to affect energy demand. 1 **2** 3 4 5

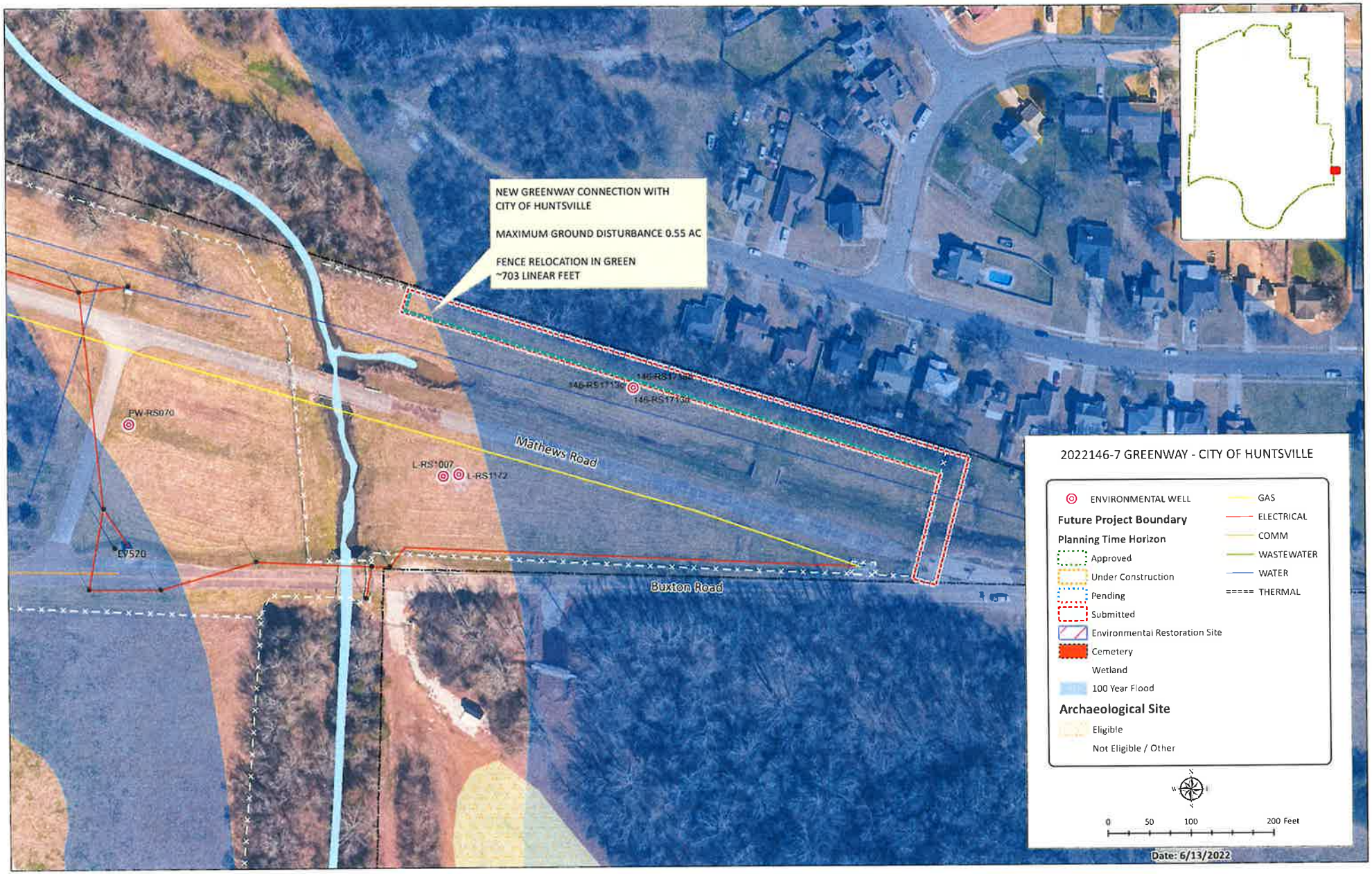
m. Potential environmental controversy involved with project:

(1) Local Yes __ No_X_
(2) National Yes __ No_X_

n. Potential to violate Federal, State, or local law/regulation designed to control air pollution. Yes __ No_X_

o. Potential to violate Federal, State or local law/regulation designed to control water pollution. Yes __ No_X_

p. Potential involvement with contaminated areas and/or material. Yes __ No_X_


NEW GREENWAY CONNECTION WITH
CITY OF HUNTSVILLE
MAXIMUM GROUND DISTURBANCE 0.55 AC
FENCE RELOCATION IN GREEN
~703 LINEAR FEET
PW-RS070
L-RS1007
L-RS1172
E7520
Mathews Road
Buxton Road
2022146-7 GREENWAY - CITY OF HUNTSVILLE
ENVIRONMENTAL WELL
Future Project Boundary
Planning Time Horizon
Approved
Under Construction
Pending
Submitted
Environmental Restoration Site
Cemetery
Wetland
100 Year Flood
Archaeological Site
Eligible
Not Eligible / Other
GAS
ELECTRICAL
COMM
WASTEWATER
WATER
THERMAL
0
50
100
200 Feet
Date: 6/13/2022

Journal Notes

DPW Tracking No. 2022146-7 **ENV No.** 1155-22

Date	Notes No.	Notes:
30-Jun-22	1	Greenway expansion near gate 2 should have no significant impacts to sensitive species, wetlands, or other natural resources if standard construction BMPs are utilized. Provided that the path is constructed at existing grade with no fill material other than what is required for base course under pavement, the character and performance of the floodplain will not be degraded or adversely impacted. No FoNPA required. Contact Tom Richardson ((256) 876-4572) for questions regarding floodplain requirements. **Reviewer:** Easterwood, Christine **Branch:** CNR
30-Jun-22	2	I have reviewed this project and have found no significant environmental impacts in my area of expertise. **Reviewer:** Hicks, Gregory **Branch:** CNR
30-Jun-22	3	I have reviewed this project and have found no significant environmental impacts in my area of expertise. **Reviewer:** Pflueger, Justin **Branch:** CNR
30-Jun-22	4	I have reviewed this project and have found no significant environmental impacts in my area of expertise. **Reviewer:** Bridges, Aleah **Branch:** ICP
30-Jun-22	5	I have reviewed this project and have found no significant environmental impacts in my area of expertise. **Reviewer:** Hoge, Eric **Branch:** ICP

Journal Notes

DPW Tracking No. 2022146-7 **ENV No.** 1155-22

Date	Notes No.	Notes:
30-Jun-22	6	The contractor is required to follow a Construction Best Management Practices Plan for erosion and sediment control in order to control the impact of erosion, sedimentation and other pollutants on receiving waters, both during and after City of Huntsville Greenway Expansion near Gate 2. The Alabama Handbook for 2018 for Erosion and Sediment Control Volume 1 & 2 published by the Alabama Soil and Water Conservation Committee provides information to assist with the development of plans and the design of best management practices. It is available for review at: https://alconservationdistricts.gov/wp-content/uploads/2018/09/2018-Handbook-Vol-1.pdf https://alconservationdistricts.gov/wp-content/uploads/2018/09/2018-Handbook-Vol-2.pdf Multiple best management practices may need to be implemented to provide adequate erosion and sediment control protection. Best management practices are guidelines and techniques that, when used properly, can eliminate or help reduce water pollution. So, please ensure the following best management practices are implemented: Storm drain inlet/outlet protection such as filter fabric, gravel bags or hay bales needs to be implemented as required by the Construction Best Management Practices Plan for construction site storm water runoff control. Upon completion of the project, these items will be removed and properly discarded. Runoff from the project site should be free of excessive sediments and other constituents during construction since activities are constantly changing site conditions. All machinery/materials stored or utilized on site shall be well contained in order to prevent runoff from the project area. Concrete pours shall be accomplished on a clear day in order to avoid limewater seepage during a rain event, and prevent it from seeping into a storm drain. Soil stabilization practices shall be designed to preserve existing vegetation where feasible and to revegetate open areas as soon as feasible after grading. These control practices shall include temporary seeding, permanent seeding, mulching or other soil stabilization practices in order to prevent erosion or sediment runoff from happening. Trash disposal must be properly handled throughout the operation in accordance with all applicable laws. Fuel, lubricants and other toxic chemicals must never be drained into the soil. Food and drink containers, and any discarded equipment parts must be properly removed and disposed of. Trash and debris will be removed daily. All outdoor activities, including drainage improvements are required to prevent soil sediments from entering the storm drain conveyance systems, especially, when the soil is wet. Therefore, the contractor is responsible for water quality protection. Ensure all service vehicles are properly maintained and are not leaking when on the project site. Do not conduct vehicle maintenance activities on the site. For fence post footings, concrete pours shall be accomplished on a clear day in order to avoid limewater seepage during a rain event, and prevent it from seeping into a storm drain. The contractor must minimize the track-out of dirt, mud and other debris onto adjacent road from vehicles exiting the project site. Ensure all disturbed soil areas are graded, seeded and stabilized upon successful completion of the proposed project. Please be advised that effective best management practices are required to be implemented and regularly maintained to minimize/prevent the discharge of sediment and other pollutants until disturbance activities are complete, the site is stabilized and permanent re-vegetation is achieved. Furthermore, ensure the impacted site is free of debris and the discarded materials are taken to Redstone Construction & Demolition Landfill for proper disposal, unless otherwise specified in this Record of Environmental Consideration. **Reviewer:** Makkouk, Ramzi **Branch:** ICP
30-Jun-22	7	I have reviewed this project and have found no significant environmental impacts in the areas of recycling or solid waste. **Reviewer:** Mason, Valerie **Branch:** ICP

Journal Notes

DPW Tracking No. 2022146-7 **ENV No.** 1155-22

Date	Notes No.	Notes:
30-Jun-22	8	UXO Probability None – no UXO support is required HazWaste and HazMat Program: None **Reviewer:** Nicholas Anderson **Branch:** ICP
30-Jun-22	9	This project will not impact any environmental sites under the management and control of the Garrison Installation Restoration Branch. Personnel must take precautions to avoid disturbing the groundwater monitoring well (RS1713) that borders the project footprint. The multi-zone well is permitted with the Alabama Department of Environmental Management (ADEM) and is essential to the Redstone Arsenal groundwater monitoring network. The proponent will be financially responsible for repairing, modifying or replacing any wells if project activities make it necessary. **Reviewer:** Sheehy, James **Branch:** IRP
23-Aug-22	10	Due to the presence of sensitive cultural resources in the area, the federally-recognized tribes were notified in an email on 7/14/2022. No comments were received from the tribes. This project will not have an adverse effect on cultural resources and may proceed as stipulated in this REC. **Reviewer:** Hoksbergen, Ben **Branch:** CNR

HUNTSVILLE

Kathy Martin, P.E.
Director
City Engineer

Urban Development Department
Engineering Division

TENNESSEE RIVER GREENWAY PHASE III
Project No. 71-23-WP04
October 1, 2025

Addendum #3

CLARIFICATION:

Question was asked in the pre-bid meeting if Wingwall or Pipe end treatments could be used in place of sloped paved headwalls.

Answer: Wingwalls will need to be installed and used in place of slope paved headwalls. Bid accordingly.

Addenda will only be emailed to those bidders who attend and have signed in at the pre-bid meeting. All addenda, as well as other project information, are available for downloading on Engineering's website at www.huntsvilleal.gov/engineering/bidlist. Acknowledgement of receipt/download from website of addenda is mandatory using Attachment "C" located in the Specifications and attachment must be submitted with bid package. Failure to do so shall be cause for rejection of the bid. It is the responsibility of all bidders to refer to the website for any updates. The attached pre-bid meeting minutes, all addenda, and attachments for the above-referenced project will become part of the contract documents.

END OF ADDENDUM #3

CERTIFICATION OF COMPLIANCE WITH TITLE 39, CODE OF ALABAMA

In accordance with Code of Alabama (1975) §39-5-1(b), I hereby certify that the Contract with Grayson Carter & Son Contracting, Inc., in the amount of ONE MILLION FOUR HUNDRED SEVENTY-EIGHT THOUSAND NINE HUNDRED NINETY-THREE AND .88/100 DOLLARS ($1,478,933.88), for Tennessee River Greenway, Phase III, Project No. 71-23-WP04, which is being submitted to the City Council of the City of Huntsville, Alabama for approval on this the 23rd day of October, 2025, has been let in accordance with Code of Alabama, Title 39 and all other applicable provisions.

_____

Kathy Martin
Director of City Engineering
City of Huntsville

E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as "the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012, is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2).

Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville, Alabama contracts that have been competitively bid and is hereby made a part of this Contract:

"By signing this Contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

Representation Pursuant to Code of Alabama) § 41-16-5 (b)

By signing this Contract, Grayson Carter & Son Contracting, Inc., 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.

Grayson Carter & Son Contracting, Inc.
(Company)

BY: _____
(Authorized Representative)

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** 2025-996

Department: Engineering

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

Resolution authorizing the acceptance of a Utility and Drainage Easement for certain property located in Lot 2, Brockway Place Phase 3.

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 2, Brockway Place Phase 3
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** TMP-6151

Department: Engineering

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

Resolution authorizing the acceptance of a Utility and Drainage Easement for certain property located in Lot 2, Brockway Place Phase 3.

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 2, Brockway Place Phase 3
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 JM Russell Properties, LLC, an Alabama 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 2, Brockway Place Phase 3, (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 September 17, 2025, appearing on the First Page, said Utility and Drainage Easement being recorded in the Probate Records of Madison County, at Deed Book 2025, Page 38919.

ADOPTED this the 23rd day of October, 2025.

_____

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

APPROVED this the 23rd day of October, 2025.

_____

Mayor of the City of Huntsville, Alabama

Deed Book 2025 Page 38919
Madison County, Alabama
Frank Barger, PROBATE JUDGE
Recorded: 9/19/2025 3:51:30 PM
Tran: 856195
$37.25

STATE OF ALABAMA
COUNTY OF MADISON

UTILITY AND DRAINAGE EASEMENT

THIS CONVEYANCE made and entered into on this the 17 day of SEPTEMBER, 2025, by and between **JM RUSSELL PROPERTIES, LLC, AN ALABAMA 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 Madison County, Alabama, particularly described as follows:

A 25.0-FOOT WIDE DRAINAGE EASEMENT SITUATED IN LOT 2, BROCKWAY PLACE PHASE 3 (PLAT BOOK 2021, PAGE 15831) AND IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 1 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT TWO, BROCKWAY PLACE PHASE 3 (SPC NAD83 EAST N:1550103.89, E:403148.27); THENCE RUN ALONG THE NORTH BOUNDARY OF SAID LOT TWO, NORTH 89°27'20" WEST FOR 105.28 FEET TO THE **POINT OF BEGINNING** AND THE CENTERLINE OF THE 25.0' FOOT WIDE DRAINAGE EASEMENT, EVENLY OFFSET OF THE CENTERLINE; THENCE LEAVING SAID LOT LINE AND PROCEEDING ALONG THE CENTERLINE OF THE EASEMENT:

SOUTH 04°14'44" WEST FOR 94.53 FEET TO A POINT; THENCE, SOUTH 15°49'02" WEST FOR 73.60 FEET TO THE SOUTH LOT LINE OF SAID LOT TWO AND THE POINT OF ENDING.

SAID EASEMENT CONTAINS 0.096 ACRES (4,203 SQUARE FEET), MORE OR LESS

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 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, the said Grantor, by its Manager, who is authorized to execute this conveyance, has hereunto set its hand and seal on the day and year first written.

GRANTOR:
JM RUSSELL PROPERTIES, LLC,
AN ALABAMA LIMITED LIABILITY COMPANY

By: John Mark Russell
Its: Manager

State of Alabama
County of Madison

I, the undersigned, a Notary Public in and for said State at Large, hereby certify that **John Mark Russell**, whose name, as Manager of **JM RUSSELL PROPERTIES, LLC, AN ALABAMA LIMITED LIABILITY COMPANY,** is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as Manager, and acting with full authority, freely and voluntarily executed said instrument for, and as the act of said Limited Liability Company.

Given under my hand and seal this 17 day of September, 2025.

Brandi Nicole Rickard
Notary Public
My commission expires July 30, 2029

BRANDI NICOLE RICKARD
My Commission Expires
July 30, 2029

The Grantor does hereby attest, to the best of Grantor's knowledge and belief that the information contained in this document, including the purchase price which can be verified by tax assessment, is true and accurate. The undersigned Grantor further understands that any false statements may result in the imposition of the penalty indicated in Code of Alabama (1975) 40-22-1 (h).

Grantor and Property address:
5780 Oakwood Rd NW
Huntsville, AL 35806

Grantee Address:
City of Huntsville
305 Church Street
Huntsville, AL 35801

Part of PPIN; 565599
No Value

Date of transfer: September 17 2025

Deed Book 2025 Page 38921
Madison County, Alabama

LENDER CONSENT AND SUBORDINATION

The undersigned Lender as the holder of that certain Mortgage dated May 19, 2021, and recorded on May 26, 2021, in Document No. 2021-00043080, in the original principal amount of $1,580,000, and that certain Mortgage dated January 8, 2024 and recorded on February 1, 2024 in Mortgage Book 2024 Page 13456, in the original amount of $298,930.92 both in the Office of the Judge of Probate of Madison County, Alabama does hereby join in this Easement for the purpose of consenting to and subordinating the lien of Lender's security instrument referenced herein above to the terms and provisions of the foregoing Easement.

IN WITNESS WHEREOF, the undersigned has caused this Consent to be signed and sealed this 17 day of September 2025.

LENDER:
SERVISFIRST BANK

BY: Stuart Whitaker
ITS: First Vice President

State of Alabama
County of Madison

I, the undersigned, a Notary Public in and for said State at Large, hereby certify that **Stuart Whitaker**, whose name, as First Vice President of SERVISFIRST BANK, 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 said instrument, he, as such officer, and acting with full authority, freely and voluntarily executed said instrument for, and as the act of said corporation.

Given under my hand and seal this 17 day of September, 2025.

Brandi Nicole Rickard
Notary Public
My commission expires July 30, 2029

BRANDI NICOLE RICKARD
My Commission Expires
July 30, 2029

This Instrument Prepared By:
A. Mac Martinson, Esq.
Martinson & Beason, P.C.
Attorneys at Law
115 North Side Square
Huntsville, Alabama 35801
(256) 533-1667
File: 011305-01

Martinson & Beason, P.C.

Attorneys at Law

115 North Side Square
Huntsville, Alabama 35801-4822

Douglas Carroll Martinson (1912-1971)
Douglas C. Martinson (1940-2014)
George M. Beason, Jr (1942-2019)
Douglas C. Martinson, II
A. Mac Martinson
Morris H. Lilienthal*
Caleb Ballew
W. Carter Montgomery, Jr.
Douglas C. Martinson, III

*Also Admitted in Tennessee

Telephone: (256) 533-1667

Facsimile: (256) 533-1696

www.martinsonandbeason.com

October 9, 2025

HAND DELIVERED

The City Counsel of the
City of Huntsville
Administration Building
305 Fountain Circle
Huntsville, Alabama 35801

Attention: K. Claudia Anderson, Esquire
Assistant City Attorney

Re: Public Utility and Drainage Easement lying within Lot 2, Brockway Place- Phase 3, in Instrument No. 2021-00015831

Council:

Based solely upon our examination of the results of an examination of the records on file in the Office of the Judge of Probate of Madison County, Alabama, from **January 1, 1982 through October 9, 2025 at 5:00 p.m.**, it is our opinion that title to the following described real property situated and lying and being in the City of Huntsville, County of Madison, State of Alabama, to be granted as an additional Public Utility and Drainage Easement lying within Lot 2, Brockway Place – Phase 3, in Instrument No. 2021-00015831, in the Probate Records of Madison County, Alabama, and which are reflected on the drawings attached hereto as Exhibit "A" and as Exhibit "B", made a part hereof by reference, to wit:

A 25.0-FOOT WIDE DRAINAGE EASEMENT SITUATED IN LOT 2, BROCKWAY PLACE PHASE 3 (PLAT BOOK 2021, PAGE 15831) AND IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 1 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT TWO, BROCKWAY PLACE PHASE 3 (SPC NAD83 EAST N:1550103.89, E:403148.27); THENCE RUN ALONG THE NORTH BOUNDARY OF SAID LOT TWO, NORTH 89°27'20" WEST FOR 105.28 FEET TO THE **POINT OF BEGINNING** AND THE CENTERLINE OF THE 25.0' FOOT WIDE DRAINAGE EASEMENT, EVENLY OFFSET OF THE CENTERLINE; THENCE LEAVING SAID LOT LINE AND PROCEEDING ALONG THE CENTERLINE OF THE EASEMENT:

SOUTH 04°14'44" WEST FOR 94.53 FEET TO A POINT; THENCE, SOUTH 15°49'02" WEST FOR 73.60 FEET TO THE SOUTH LOT LINE OF SAID LOT TWO AND THE POINT OF ENDING.

SAID EASEMENT CONTAINS 0.096 ACRES (4,203 SQUARE FEET), MORE OR LESS

(the "Property") is vested in: **JM Russell Properties, LLC, an Alabama Limited Liability Company** (hereinafter referred to as "Owner(s)") subject to the following liens and/or encumbrances which grant title to all and/or any portion of the Property to the holder and/or owner thereof (hereinafter referred to as "Lien Holder(s)"):

Servisfirst Bank

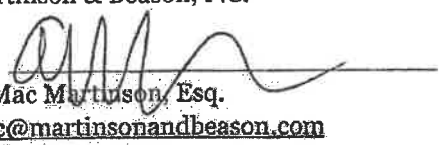
We hereby certify that in connection with said Utility and Drainage Easement to be granted on, over, along, across, under and through the Property that (a) the name of the Owner(s) and/or Lien Holder(s) shown on said Utility and Drainage Easement is the Owner(s) and/or Lien Holder(s) of the Property as of the date of signing said utility and Drainage Easement, (b) the Owner(s) and/or Lien Holder(s) of the Property are one and the same as those which signed said Utility and Drainage Easement, and (c) for the entity Owner(s) and/or Lien Holder(s), each of the persons signing for said entity Owner(s) and/or Lien Holder(s) is (are) the appropriate signatory(ies) and is (are) duly authorized to so act.

Except as expressly set forth above, no opinion, express or implied, is given as to the Property and/or the ownership and/or title to the same, including, but not limited to, other matters which may appear of record affecting title to the Property such as ad valorem taxes, easements, ground leases, leases, memoranda of ground leases, memoranda of leases, notices or pledges of revenues, restrictive covenants, subdivision plats, and/or utility and drainage easements.

This opinion is furnished solely to, and for sole reliance by, The Planning Commission of the City of Huntsville, Alabama (and no other person, firm or entity) for the limited, sole and exclusive purpose of establishing the names of all of the record owners and/or lien holders of the Property to be placed upon the Utility and Drainage Easement to be granted to the City of Huntsville, Alabama, and unless otherwise expressly provided herein, this opinion may not be relied upon by any other person, firm or entity for any other purpose or use whatsoever.

Sincerely,

Martinson & Beason, P.C.

By: 
A. Mac Martinson, Esq.
mac@martinsonandbeason.com

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** 2025-997

Department: Fire and Rescue

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

Resolution authorizing the Mayor to enter into a Memorandum of Understanding between the City of Huntsville and the Huntsville-Madison County Rescue Squad.

Resolution No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances: NA

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below) NA

Address:

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

Additional Comments: NA

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** TMP-6127

Department: Fire and Rescue

Subject:

Type of Action: Approval/Action

Memorandum of Understanding between the City of Huntsville and the Huntsville-Madison County Rescue Squad

Resolution No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances: NA

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below) NA

Address:

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

Additional Comments: NA

RESOLUTION NO. 25-____

WHEREAS, the City of Huntsville Fire and Rescue Department (hereinafter "HFR"), owns a structure identified as the Boathouse located at Ditto Landing on the Tennessee River, Huntsville, Alabama and provides rescue services within the City of Huntsville; and

WHEREAS, the Huntsville-Madison County Rescue Squad (hereinafter "Rescue Squad") owns a rescue boat and provides rescue services within the City of Huntsville and Madison County.

NOW THEREFORE, BE IT RESOLVED by the City Council of Huntsville, Alabama, that the Mayor is authorized to execute a Memorandum of Understanding with the Rescue Squad which authorizes HFR and the Rescue Squad to conduct joint training and operational use of both the Boathouse and the Boat.

ADOPTED this the 23rd Day of October 2025.

_____
President of the City Council
City of Huntsville, Alabama

APPROVED this the 23rd Day of October 2025.

_____
Mayor
City of Huntsville, Alabama

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into this _____ day of October, 2025 by and between the City of Huntsville (hereinafter the "City"), a municipal corporation in the State of Alabama and the Huntsville Madison County Rescue Squad, a non-profit corporation of the State of Alabama (hereinafter "Rescue Squad").

1.0 INTRODUCTION

WHEREAS, the City owns a structure identified as the Boathouse located at Ditto Landing, on the Tennessee River, Huntsville Alabama (hereinafter the "Premises" or "Boathouse"); and

WHEREAS, the City of Huntsville provides rescue services within the City of Huntsville.

WHEREAS, the Rescue Squad provides rescue services within Huntsville and Madison County.

WHEREAS, the Rescue Squad owns a 22ft Panga Marine Boat Hull Number XZN23060J909 (the "Boat"); and

WHEREAS, the Rescue Squad desires to store and maintain the Boat and utilize the Premises for training and operational purposes on an as-needed basis; and

WHEREAS, the City desires to cooperate with the Rescue Squad to allow the Boat to be stored in the Premises and to promote cooperation and joint training between the Huntsville Fire & Rescue Department and the Rescue Squad; and

WHEREAS, the City of Huntsville and the Rescue Squad desire to coordinate joint training and operational use of both the Boathouse and the Boat.

NOW, THEREFORE, it is agreed and understood between the parties as follows:

2.0 AUTHORITY

Each of the parties to this MOU covenants that it has full authority to enter into this MOU.

3.0 SCOPE OF MOU

3.1 The Rescue Squad's Responsibilities

The Rescue Squad shall coordinate access schedules to the Premises with the assigned City liaison for this purpose, and secure the Premises each day, coordinate joint training exercises with the City, and provide the following contact liaison: David Young 256-990-3567

3.2 The City's Responsibilities

In support of the Rescue Squad's use of the Premises, the City shall coordinate access schedules to the Premises with the assigned Rescue Squad liaison, provide keys, maintain utility service for power and water, coordinate joint training exercises with the Rescue Squad, and provide the following contact liaison: Chief John Boatright 256-348-0814

4.0 WORKER'S COMPENSATION

4.1 Worker's Compensation.

The Rescue Squad and the City agree to provide workers' compensation insurance coverage (either through an outside insurer or through self-insurance) to each of its employees responding under this MOU and recognizes that supervision of individual employees and volunteers will be provided by their regular supervisors.

5.0 CONSIDERATION

The parties will mutually benefit from the joint use of the Boat and the Boathouse.

6.0 TERMINATION

Any party hereto may terminate this MOU at any time upon written notice of the intention to do so to the other party. Such notice shall be sent to the following addresses:

Huntsville Fire & Rescue Department
Attention:

With a copy to:
City of Huntsville Legal Department
(Mailing Address) P O Box 308, 35804
(Physical Address: 305 Fountain Circle 35801
Huntsville, AL

Huntsville-Madison County Rescue Squad
PO Box 2062
Huntsville, Alabama 35804

7.0 SUCCESSORS IN INTEREST

The provisions of this MOU shall be binding upon and inure to the benefit of all parties to the MOU and any respective successors.

8.0 COMPLIANCE WITH GOVERNMENT REGULATIONS

The City and the Rescue Squad agree to comply with federal, state and local laws, codes, regulations, and ordinances applicable to the activities performed under this MOU on the City's Premises.

8.1 Immigration Law Compliance Provision.

By signing this MOU, the City and the Rescue Squad affirm, for the duration of the MOU, that it 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 party found to be in violation of this provision shall be deemed in breach of the MOU and shall be responsible for all damages resulting therefrom.

9.0 RISK ALLOCATION

The Rescue Squad is aware and understands that the activities it will conduct on the City's Premises may be inherently dangerous and may expose the Rescue Squad and its employees, agents, or representatives to a variety of foreseen and unforeseen hazards and risks. The Rescue Squad acknowledges that it has considered those risks. The Rescue Squad hereby expressly and specifically assumes such risks, including any and all risk of injury, harm, loss, liability, exposure to hazardous materials, or damages that the Rescue Squad may incur as a result of its employees', agents', and representatives' participation in activities on the City's Premises, including but not limited to, injuries to the Rescue Squad's employees, or unrelated third parties on the City's Premises.

The Rescue Squad shall be responsible, at all times, for the supervision and control of its employees, agents, representatives, and guests, and their activities on the City's Premises. The Rescue Squad shall be liable for the performance, conduct and negligence of its own personnel (including employees and volunteers). The City shall not be responsible for any claims, damages or liability related to the Rescue Squad's use of the City's Premises.

The Rescue Squad understands that it is responsible for the safety of its employees, agents, and representatives while they are participating in activities sponsored by the Rescue Squad on the City's Premises. The Rescue Squad shall be responsible for any and all injuries, claims, and damages suffered by the Rescue Squad's employees, agents, and representatives while on the City's Premises or any third parties injured as a result of the Rescue Squad's activities on the City's Premises. The City shall not, under any circumstance, be responsible for any injuries, claims, or damages to the Rescue Squad's employees, agents, or representatives or any third party related to the Rescue Squad's activities on the City's Premises.

THE RESCUE SQUAD ACKNOWLEDGES THAT THE CITY IS PROVIDING THE CITY'S PREMISES "AS IS." THE RESCUE SQUAD FURTHER ACKNOWLEDGES THAT THE CITY MAKES NO WARRANTY OF ANY KIND OR NATURE, DIRECT OR INDIRECT, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. Any burden of inspection of the City's Premises associated with the Rescue Squad's utilization of the City's Premises is the responsibility of the Rescue Squad, and use of the Premises is an acknowledgement that the Rescue Squad has inspected the premises and deemed them safe and suitable for the purposes of this MOU. The Rescue Squad acknowledges that the City shall have no responsibility to inspect the City's Premises, before or during Rescue Squad's use of the City's Premises.

To the extent allowed by Alabama law, the Rescue Squad agrees to indemnify and hold harmless, assume liability for and defend the City, and its officers, employees, and agents from and against any and all actions, claims, liabilities, assertions of liability, losses, damages, costs, and expenses, which in any manner arise or are alleged to have arisen, from the direct or indirect acts, omissions or wrongful conduct of the Rescue Squad or its employees, agents, or representatives, in connection with Rescue Squad's activities, occupancy, or use of the City's Premises.

The Rescue Squad hereby releases absolutely, forever discharges, and covenants not to sue the City and its officers, employees, and agents, from and concerning all liability, losses, claims, demands, actions, debts, and expenses of every name and nature for personal or bodily injury (including any resulting in death) or other damages which the Rescue Squad, its employees, or a third person may sustain from whatever cause during, arising out of, or as a result of such activity by the Rescue Squad on the City's Premises or any of activity reasonably connected with the Rescue Squad's activities on the City's Premises. It is Rescue Squad's intention to include the negligence of the City's Parties within the scope of this MOU and to except, by express limitation here stated, only wanton or willful misconduct by the same. Prior to any activities being conducted on the Premises, the Rescue Squad agrees to require each of its employees or other participants to acknowledge in writing that all claims against the City's Parties are waived and to further acknowledge each participant's assumption of the risks of the activities to be undertaken.

The City shall have no responsibility for the safety and/or security of any property belonging to the Rescue Squad or the Rescue Squad's employees, agents, and representatives. The City is not responsible for any lost or stolen items while the Rescue Squad's employees, agents, and representatives are on City Premises.

The Rescue Squad understands that the City is not responsible for providing medical care or coverage for medical expenses if any Rescue Squad employee, agent, or other representative is injured while conducting activities on the City's Premises. The Rescue Squad understands that neither it, nor its employees, agents, or representatives, will be covered under any insurance

policies held by the City in the event that any Rescue Squad employee, representative, or agent is injured while on the City's Premises.

The Rescue Squad shall abide by and ensure its employees, agents, and representatives abide by all applicable City policies and all directives of the City and its employees and staff.

10.0 INSURANCE

The Rescue Squad shall obtain and maintain in effect throughout the term of this agreement, Commercial General Liability with a $1,000,000 General Aggregate Limit and a $500,000 Per Occurrence Limit. Such insurance shall be written on an occurrence basis. 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 except 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

11.0 SEVERABILITY

If any provision of this MOU is declared by a court having jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; the rights and obligations of the parties shall be construed and enforced as if the MOU did not contain the particular provision held to be invalid.

12.0 AMENDMENTS

The terms and conditions of this MOU shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written and duly executed approval of the parties hereto.

13.0 GOVERNING LAW

This MOU shall be governed by and construed in accordance with the laws of the State of Alabama. Any claims for damages against the City by the Rescue Squad must be submitted to and approved by the Alabama State Board of Adjustment. Proper venue to enforce this MOU shall be in the Circuit Court of Madison County or the United States District Court for the Northern District of Alabama, Northeastern Division. Notwithstanding anything to the contrary, the City does not waive and specifically reserves all immunities to which it is entitled by the constitution, laws, and statutes of the United States and the State of Alabama, including, without limitation, the immunities contained within Article 1, section 14, of the Constitution of Alabama.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their authorized representatives as follows:

CITY OF HUNTSVILLE, ALABAMA
A municipal corporation

By: _____
Tommy Battle
Its: Mayor

ATTEST:

_____
Shaundrika Edwards
City Clerk

THE HUNTSVILLE-MADISON COUNTY RESCUE SQUAD

By: David B Young
David Young
Its: Director

ATTEST:

Payton Daily

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** 2025-998

Department: General Services

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

Resolution authorizing the Mayor to execute Change Order No.1 to the Contract between the City of Huntsville and Wallace Construction for the construction of the John Hunt Park Street Signs at Various Locations.

Resolution No.

Finance Information:

Account Number: 3020-14-00000-520502-00000000-

City Cost Amount: $-157,895.20

Total Cost: $499,320.80

Special Circumstances:

Grant Funded: NONE

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: Various Locations, Huntsville AL
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☒ District 5 ☐

Additional Comments: Change Order No. 1 and Final to include the following changes: Credits for unused Contract allowances; Repair fins and unforeseen damage to Hermes Rocket; Remove/Replace unsuitable soils at Sign No. 2; Additional Contract time due to unforeseen conditions and abnormal weather. Total days added to Contract 34

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** TMP-6150

Department: General Services

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

Resolution authorizing the Mayor to execute Change Order No.1 between the City of Huntsville and Wallace Construction for the construction of the John Hunt Park Street Signs at Various Locations.

Resolution No.

Finance Information:

Account Number: 3020-14-00000-520502-00000000-

City Cost Amount: $-157,895.20

Total Cost: $499,320.80

Special Circumstances:

Grant Funded: NONE

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: Various Locations, Huntsville AL
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☒ District 5 ☐

Additional Comments: Change Order No. 1 and Final to include the following changes: Credits for unused Contract allowances; Repair fins and unforeseen damage to Hermes Rocket; Remove/Replace unsuitable soils at Sign No. 2; Additional Contract time due to unforeseen conditions and abnormal weather. Total days added to Contract 34

RESOLUTION NO. 25-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, and the Mayor that the contract with Wallace Construction for Construction Services for the John Hunt Park Street Signs at Various Locations, located at Various Locations, Huntsville, Alabama, approved and executed by the City of Huntsville, Huntsville, Alabama on the 27th day of February 2025, be and the same is hereby amended as is reflected on Change Order Number 1 and Final attached hereto.

BE IT FURTHER RESOLVED that the total contract amount be hereby is amended from Six Hundred Fifty-Seven Thousand Two Hundred Sixteen Dollars and 00/100s ($657,216.00), to Four Hundred Ninety-Nine Thousand Three Hundred Twenty Dollars and 80/100s ($499,320.80) on behalf of the City of Huntsville, a municipal corporation in the State of Alabama to including this Change Order Number 1 and Final in the amount of Negative One Hundred Fifty-Seven Thousand Eight Hundred Ninety-Five Dollars and 20/100s ($-157,895.20), said Change Order is substantially in word and figures as attached hereto and identified as "Change Order Number 1 and Final to the contract between City of Huntsville and Wallace Construction for the construction services at the John Hunt Park Street Signs at Various Locations consisting of eight pages (8) together with the signature of the City Council President and an executed copy of said document being permanently kept on file in the office of the City Clerk Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 23rd day of October, 2025.

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

APPROVED this the 23rd day of October, 2025.

_____
Mayor of the City of Huntsville, Alabama

"EXHIBIT B"

CITY OF HUNTSVILLE, ALABAMA

CONTRACT CHANGE ORDER

CHANGE ORDER NO. 1 AND FINAL

DATE: 10/6/2025 PROJECT: John Hunt Park Street Signs at Various Locations

TO: Wallace Construction

(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 complete CMRs 1R1, 3, 4, 5R1, and 8R1
(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 $ (-)157,895.20	$	(-)157,895.20
ORIGINAL CONTRACT PRICE	$	657,216.00
Net total previous Change Orders	$	0.00
Previous revised Contract Price	$	657,216.00
This Change Order No. 1 ADD (DEDUCT)	$	(-)157,895.20
Revised Contract Price this date	$	499,320.80

Extension of time resulting from this Change Order 34 (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 father claims or changes arising out of or as a result of this change, or the accumulation of executed Contract Modifications on this Contract.

The Contractor and Owner(s) hereby agree to the terms of this Change Order as contained herein.

CONSENT OF SURETY

Merchants National Bonding, Inc.
(Company)

By _____
(Authorized Representative) Thomas J. Bole, Attorney-in-Fact

CONTRACTING PARTIES

Wallace Construction
(Contractor)

By _____
(Authorized Representative)

RECOMMENDED

By _____
(Design Engineer or Architect)

By _____
(COH Facilities Project Manager)

By _____ <ES>
(Director of General Services)

CITY OF HUNTSVILLE, ALABAMA

By _____
(Its Mayor)

By _____
(President of City Council)

Date _____

00270-40
REVISED 10-25-2023 LEGAL APPVD

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,

Bruce S Denson Jr; Grace Brown; Grantland Rice III; Gregg A Tatum; Sharon E Griffith; Thomas J Bole

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 aut hority 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 NATIONAL BONDING INCORPORATED -o- 2003 INC.

MERCHANTS BONDING COMPANY INCORPORATED -o- 1933 (MUTUAL)

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.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(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 9th day of October , 2025

MERCHANTS NATIONAL BONDING INCORPORATED -o- 2003 INC.

MERCHANTS BONDING COMPANY INCORPORATED -o- 1933 (MUTUAL)

Secretary

John Hunt Park Street Signs at Various Locations
10/6/2025

WALLACE CONSTRUCTION		
ORIGINAL CONTRACT AMOUNT	$	657,216.00
CHANGE ORDER NO. 1 AND FINAL	$	(157,895.20)
REVISED CONTRACT AMOUNT	**$**	**499,320.80**
CHANGE ORDER NO. 1 AND FINAL SUMMARY		
CMR NO. 1R1 - Remove/Replace Unsuitable Soils at Sign #2 - Cost charged to Allowance #1 - (2 Days)	$	-
CMR NO. 3 - Additional contract time due to unforeseen conditions - (18 Days)	$	-
CMR NO. 4 - Additional contract time due to abnormal weather - (9 Days)	$	-
CMR NO. 5R1 - Repair fins and unforeseen damage to Hermes rocket - Cost charged to Allowance #4 - (5 Days)	$	-
CMR NO. 8R1 - Credits for Unused Contract Allowances	$	(157,895.20)
TOTAL CHANGE ORDER NO. 1 AND FINAL	**$**	**(157,895.20)**
REVISED CONTRACT AMOUNT	**$**	**499,320.80**

"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 5/14/2025 CMR NUMBER: 1R1

PROJECT: John Hunt Park - Street Signs

OWNER: City of Huntsville

ARCHITECT: Jeffrey Alpha

CONTRACTOR: Wallace Construction

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Removal of 12 CY unsuitable soil at Sign 2 location.

Replacement of 12 CY gravel per geotechnical engineer's instructions.

(Apply to Allowance #1)

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $547.20
2. TIME EXTENSION IN CALENDAR DAYS (ATTACH JUSTIFICATION): 2 days
   - ☐ THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT

Apply Days to CO#1

3. SUBMITTED BY:
   - A. CONTRACTOR
   - B. ARCHITECT

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
- X 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.
- X CHANGES TO THE ORIGINAL CONTRACT NECESSITATED BY UNFORESEEABLE CIRCUMSTANCES ARISING DURING THE COURSE OF THE WORK.
- ____ EMERGENCIES ARISING DURING THE COURSE OF THE WORK.
- ____ CHANGE FOR ALTERNATES PROVIDED FOR IN THE ORIGINAL BIDDING WHERE THERE IS NO DIFFERENCE IN PRICE OF THE CHANGE FROM THE ORIGINAL BEST BID ON THE ALTERNATE.
- ____ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND DOES NOT EXCEED 10% OF THE CONTRACT PRICE.
- ____ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND EXCEEDS 10% OF THE CONTRACT PRICE AND CONSTITUTES EXTRAORDINARY CIRCUMSTANCES.

7. I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:

- A. CoH ESTIMATOR
- B. CoH PROJECT MANAGER
- C. DEPARTMENT HEAD (CUSTOMER)
- D. CoH FACILITIES PROJ MANAGER
- E. DEPARTMENT HEAD (GS)

THIS EXECUTED FORM DOES NOT CONSTITUTE A CHANGE ORDER. THIS DOCUMENT IS AN ACKNOWLEDGEMENT BY THESE DESIGNATED REPRESENTATIVES THAT THEY RECOMMEND TO THE CITY OF HUNTSVILLE'S CITY COUNCIL TO APPROVE THE CHANGE IN CONTRACT SUM, SCOPE AND OR TIME STATED HEREIN. THE CITY OF HUNTSVILLE'S CITY COUNCIL MUST APPROVE ALL CHANGE ORDERS.

"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 6/30/2025 CMR NUMBER: 3

PROJECT: John Hunt Street Signs

OWNER: City of Huntsville

ARCHITECT: Jeffrey Alpha

CONTRACTOR: Wallace Construction

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Additional contract time due to unforeseen conditions

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $0.00
2. TIME EXTENSION IN CALENDAR DAYS (ATTACH JUSTIFICATION): 18 days
   ☒ THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT
3. SUBMITTED BY:
   A. CONTRACTOR
   B. ARCHITECT

Apply Days 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
__X__ 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.
__X__ CHANGES TO THE ORIGINAL CONTRACT NECESSITATED BY UNFORESEEABLE CIRCUMSTANCES ARISING DURING THE COURSE OF THE WORK.
_____ EMERGENCIES ARISING DURING THE COURSE OF THE WORK.
_____ CHANGE FOR ALTERNATES PROVIDED FOR IN THE ORIGINAL BIDDING WHERE THERE IS NO DIFFERENCE IN PRICE OF THE CHANGE FROM THE ORIGINAL BEST BID ON THE ALTERNATE.
_____ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND DOES NOT EXCEED 10% OF THE CONTRACT PRICE.
_____ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND EXCEEDS 10% OF THE CONTRACT PRICE AND CONSTITUTES EXTRAORDINARY CIRCUMSTANCES.

7. I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:
   A. CoH ESTIMATOR
   B. CoH PROJECT MANAGER
   C. DEPARTMENT HEAD (CUSTOMER)
   D. CoH FACILITIES PROJ MANAGER
   E. DEPARTMENT HEAD (GS)

THIS EXECUTED FORM DOES NOT CONSTITUTE A CHANGE ORDER. THIS DOCUMENT IS AN ACKNOWLEDGEMENT BY THESE DESIGNATED REPRESENTATIVES THAT THEY RECOMMEND TO THE CITY OF HUNTSVILLE'S CITY COUNCIL TO APPROVE THE CHANGE IN CONTRACT SUM, SCOPE AND OR TIME STATED HEREIN. THE CITY OF HUNTSVILLE'S CITY COUNCIL MUST APPROVE ALL CHANGE ORDERS.

"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 6/30/2025 (Revisited 9/17/2025) **CMR NUMBER:** 4

PROJECT: John Hunt Street Signs

OWNER: City of Huntsville

ARCHITECT: Jeffrey Alpha

CONTRACTOR: Wallace Construction

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Additional contract time due to abnormal weather conditions

1. **TOTAL COST** (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $0.00
2. **TIME EXTENSION IN CALENDAR DAYS** (ATTACH JUSTIFICATION): 9 days
   - [N] THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT
3. **SUBMITTED BY:**
   - A. CONTRACTOR
   - B. ARCHITECT

Apply Days 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
- X 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
- X CHANGES TO THE ORIGINAL CONTRACT NECESSITATED BY UNFORESEEABLE CIRCUMSTANCES ARISING DURING THE COURSE OF THE WORK.
- ____ EMERGENCIES ARISING DURING THE COURSE OF THE WORK.
- ____ CHANGE FOR ALTERNATES PROVIDED FOR IN THE ORIGINAL BIDDING WHERE THERE IS NO DIFFERENCE IN PRICE OF THE CHANGE FROM THE ORIGINAL BEST BID ON THE ALTERNATE.
- ____ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND DOES NOT EXCEED 10% OF THE CONTRACT PRICE.
- ____ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND EXCEEDS 10% OF THE CONTRACT PRICE AND CONSTITUTES EXTRAORDINARY CIRCUMSTANCES.

7. **I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:**

- A. CoH ESTIMATOR
- B. CoH PROJECT MANAGER
- C. DEPARTMENT HEAD (CUSTOMER)
- D. CoH FACILITIES PROJ MANAGER
- E. DEPARTMENT HEAD (GS)

THIS EXECUTED FORM DOES NOT CONSTITUTE A CHANGE ORDER. THIS DOCUMENT IS AN ACKNOWLEDGEMENT BY THESE DESIGNATED REPRESENTATIVES THAT THEY RECOMMEND TO THE CITY OF HUNTSVILLE'S CITY COUNCIL TO APPROVE THE CHANGE IN CONTRACT SUM, SCOPE AND OR TIME STATED HEREIN. THE CITY OF HUNTSVILLE'S CITY COUNCIL MUST APPROVE ALL CHANGE ORDERS.

"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 7/22/2025 **CMR NUMBER:** 5R1

PROJECT: John Hunt Street Signs

OWNER: City of Huntsville

ARCHITECT: Jeffrey Alpha

CONTRACTOR: Wallace Construction

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Repair damages in the fins and body of the Hermes missile to best finish without replacing metal. This will be applied to Allowance #4 - Unforeseen Conditions.

1. **TOTAL COST** (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $5,000.00
2. **TIME EXTENSION IN CALENDAR DAYS** (ATTACH JUSTIFICATION): 5 days
   - ☑ THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT
3. **SUBMITTED BY:**
   - A. CONTRACTOR Heath Wallace
   - B. ARCHITECT

Apply Days 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
- X UNFORESEEN CONDITIONS
- ____ TECHNICAL COORDINATION

6. **THIS CHANGE IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS ONE OF THE FOLLOWING TYPES:**

- X 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 Natasha Wright
   - B. CoH PROJECT MANAGER
   - C. DEPARTMENT HEAD (CUSTOMER)
   - D. CoH FACILITIES PROJ MANAGER
   - E. DEPARTMENT HEAD (GS) Odell Ewell - JR.

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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 9/26/2025 **CMR NUMBER:** 8R1

PROJECT: John Hunt Park Street Signs

OWNER: City of Huntsville

ARCHITECT: Jeffrey Alpha

CONTRACTOR: Wallace Construction

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Credits for Unused Contract Allowances 1,2,3,4

1. **TOTAL COST** (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): -$157,895.20
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 — Wallace Construction Heath Wallace
   - 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:

- X 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:**

- X 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
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- C. DEPARTMENT HEAD (CUSTOMER)
- D. CoH FACILITIES PROJ MANAGER
- E. DEPARTMENT HEAD (GS)

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305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** 2025-999

Department: General Services

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

Resolution authorizing the Mayor to enter into a License Agreement between the City of Huntsville and the Huntsville Housing Authority for property located at 2900 Fairbanks Street also known as the Cavalry Hill Center.

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: 2900 Fairbanks Street also known as the Cavalry Hill Center
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** TMP-6171

Department: General Services

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

Resolution authorizing the Mayor to enter into a License Agreement between the City of Huntsville and the Huntsville Housing Authority for property located at 2900 Fairbanks Street also known as the Calvary Hill Center.

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: 2900 Fairbanks Street also known as the Calvary Hill Center
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 that certain License Agreement, by and between CITY OF HUNTSVILLE, an Alabama municipal corporation, and the HUNTSVILLE HOUSING AUTHORITY, an Alabama non-profit corporation, which said agreement is substantially in words and figures as that certain document attached hereto and identified as "License Agreement between the City of Huntsville, Alabama, and the Huntsville Housing Authority," consisting of twelve (12) pages (including the exhibit) and the date of October 23, 2025, appearing on the first page thereof, together with the signature of the City Clerk, and an executed copy of said License Amendment, after being signed by the Mayor and the City Clerk, shall be permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Mayor be and he is hereby authorized to execute the License Agreement, on behalf of the City of Huntsville, with such changes as the Mayor deems desirable and necessary, including the authority to execute all such documents or instruments relevant and/or relating to effect and complete the License Agreement.

ADOPTED this the 23rd day of October, 2025.

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

APPROVED this the 23rd day of October, 2025.

_____
Mayor of the City of Huntsville, Alabama

License Agreement Between the City of Huntsville, Alabama and Huntsville Housing Authority

LICENSE AGREEMENT

This License Agreement (this "License") is made and entered into on the 23rd day of October, 2025, by and between the **City of Huntsville**, a municipal corporation in the State of Alabama, hereinafter referred to as the "City," and the **Huntsville Housing Authority**, an Alabama non-profit corporation, hereinafter referred to as "HHA".

WITNESSETH:

WHEREAS, the City is the owner of a certain property located at 2900 Fairbanks Street NW, 35816 upon which a building, known as the Cavalry Hill Center, is situated (hereinafter the "Building"); and

WHEREAS, HHA's mission is to develop and preserve a high standard of safe, affordable housing for qualifying individuals and families, free from discrimination because HHA believes housing is a basic need and the foundation for a successful life; and

WHEREAS, HHA's dedicated staff, along with community partners, promote neighborhood revitalization, self-sufficiency, and assist families in achieving long-term economic success and a sustained high quality of life; and

WHEREAS, HHA desires to utilize a portion of the Building for a program (the "Program"), which will build upon the vision of the *EnVision Center*, a program established in cooperation with the United States Department of Housing and Urban Development (HUD); and

WHEREAS, HHA will utilize the portion of the Building licensed to it, which is outlined in red on the attached Exhibit A (the "Licensed Premises") to establish the "Campus of Growth" offering partnerships with other agencies that will provide benefit of general applicability to the City of Huntsville; and

WHEREAS, the City's collaboration on the Program will make a meaningful impact on residents and strengthen the quality of life for families across Huntsville; and

WHEREAS, the City desires to grant a long-term license to HHA a license for its use of those portions of the Building highlighted in red on the drawing attached hereto as Exhibit "A" (the "Licensed Premises") on the terms and conditions set forth in this License Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements contained hereinbelow, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1.0 PREMISES.

President of the City Council of the City of Huntsville, Alaba
Date: October 23, 2025

The City, in consideration of the covenants, and agreements contained herein, to be performed by HHA, hereby grants unto HHA for the use of the Building as follows: HHA shall have the exclusive use of the Licensed Premises and will have shared use with the City on the portions of the Building shown highlighted in red.

2.0 TERM.

The term of this License Agreement shall be five (5) years, commencing on November 1, 2025 and continuing through October 31, 2030. At the conclusion of the initial five (5) year term, HHA shall have the option to renew for one additional five (5) year term upon providing written notice at least sixty (60) days prior to the expiration of the initial term of its intent to extend the term to the Mayor (with a copy to the City Attorney) and having the said request approved in writing by the Mayor. The terms and conditions of all renewal terms shall be the same as set forth in this License Agreement. HHA may terminate this License without penalty at any time by providing the City 180 days' notice of its intent to terminate.

3.0 CONSIDERATION. The services provided by HHA pursuant to this Agreement serve a valid public purpose.

4.0 USE OF LICENSED PREMISES. The parties agree that HHA will use and occupy the Licensed Premises (which consist of four rooms) for the following purposes:

- Happi Healthcare would occupy two rooms, providing pediatric care in one and adult care in the other.
- Drake State Community & Technical College would utilize one room to deliver educational programs and training opportunities.
- The Huntsville Housing Authority and additional community partners would use the remaining room to offer wrap-around services in the areas of:
    - Economic empowerment
    - Character and leadership development
    - Educational advancement
    - Health and wellness

  These programs and services would be available to the community Monday through Friday, from 7:30 a.m. to 6:00 p.m.

HHA shall provide to the City utilization reports on the 15th day of April and October of each year during the term of this Agreement. The said reports shall detail the services provided, the number of patrons served, the utilization rate and the quantifiable benefits provided to the served community.

5.0 QUIET ENJOYMENT. City covenants that HHA, upon observing the covenants hereof, shall peaceably and quietly have, hold and enjoy the Licensed Premises during the term hereof and any extensions thereto.

6.0 MAINTENANCE OF LICENSED PREMISES.

(a) HHA shall be responsible for janitorial services for the Licensed Premises and shall keep the Licensed Premises in a clean condition throughout the term of this License Agreement. The City shall be responsible for all structural components of the Building, including the Licensed Premises, and shall be responsible for all utilities. HHA will be responsible for maintaining any HHA owned electronic, A/V, computer equipment, and weight training/physical training equipment and coordinate relocation/storage of equipment on premises as needed for non-HHA related functions held at the facility.

(b) HHA shall not in any manner deface or injure the Licensed Premises and will pay the cost of repairing any damage or injury done to the Licensed Premises or any part thereof by HHA or HHA' employees, agents, sub-licensees, contractors or invitees, ordinary wear and tear excepted. HHA agrees that it will keep the Licensed Premises and the fixtures therein in clean, safe, sanitary and good order and condition and will, at the expiration or other termination of the License term hereof, remove all goods and effects not the property of City and at HHA' expense shall (i) promptly surrender to City possession of the Licensed Premises (including keys, locks and any fixtures or other improvements which HHA hereby acknowledges are owned by the City) in good order and repair (ordinary wear and tear and damage due to casualty or condemnation excepted) and broom clean, (ii) remove therefrom all signs, goods, effects, machinery, furniture, fixtures computer/telephone cabling and equipment used in conducting HHA's trade or business which is not owned by the City, and (iii) pay for repairs or any damage caused by such removal.

(c) Neither HHA nor any sub-licensee shall attach any sign to the Licensed Premises unless the design, nature, and content thereof have been approved by City, which approval shall not be unreasonably withheld. HHA shall at its expense maintain and repair any such sign and may upon the expiration of the term of this License or any renewal thereof remove said signs. All signs shall comply with all applicable laws and ordinances.

(d) All injury to the Licensed Premises caused by moving the property of HHA into, on, or out of, the Licensed Premises and all breakage done by HHA or agents, sub-licensees, servants, employees and visitors of HHA, shall be repaired at the expense by HHA. This provision shall be construed as an additional remedy granted to City and not in limitation of any other rights and remedies which City has or may have in said circumstances.

(e) All personal property of HHA and that of its sub-licensees in the Licensed Premises shall be at the sole risk of HHA. City shall not be liable for any accident to or damage to the personal property of HHA resulting from the use or operation of the heating, cooling, electrical or plumbing apparatus unless caused by the negligence of City, its employees, agents or contractors. City shall not, in any event, be liable for damages to the personal property resulting from water, steam or other causes unless caused by the negligence of City, its employees, agents or contractors. HHA hereby expressly releases City from any liability incurred or claim by reason of damage to HHA's personal property, other than any liability incurred or claim by reason of the negligence of City, its employees, agents or contractors.

7.0 UTILITIES. The City shall pay the Huntsville Utilities fees for the Licensed Premises.

8.0 ALTERATIONS AND IMPROVEMENTS BY HHA. No alterations, additions or Improvements to the Licensed Premises shall be made without first obtaining the express written

consent of the City's General Services Director. All requests for alterations, additions, or improvements shall be accompanied by architectural drawings depicting both the existing and proposed layout or depicting the existing and proposed condition of the alteration, addition, or improvement in question. Any and all fixtures installed, excepting trade fixtures, shall, at City's option, remain on the Licensed Premises as the property of the City, without compensation to HHA, or, shall be removed therefrom and the Licensed Premises restored to its original condition at cost of HHA at the expiration or sooner termination of this license.

9.0 INSURANCE REQUIREMENTS. During the term of this License, HHA shall satisfy the following insurance requirements and provide to the City of Huntsville's Legal Department proof of this requirement:

A. MINIMUM SCOPE OF INSURANCE:

1. General Liability:

Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after the City's approval.

Commercial General Liability

Contractual
Personal Injury
Broad Form Property Damage
No Exclusion for Sexual Misconduct or Molestation

2. 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 City shall be endorsed to Worker's Compensation coverage.

B. MINIMUM LIMITS OF INSURANCE:

1. General Liability:

Commercial General Liability on an "occurrence form" for bodily injury and property damage:

$ 2,000,000 General Aggregate Limit
$ 1,000,000 Each Occurrence

2. Workers' Compensation:

As Required by the State of Alabama Statute

C. OTHER INSURANCE PROVISIONS:

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage's Only:

a. The City, its elected and appointed officials, employees, agents and specified volunteers are to be covered as Additional Insureds, as their interests may appear, as respects: liability arising out of activities performed by or on behalf of HHA for products used by and completed operations of HHA; or automobiles owned, leased, hired or borrowed by HHA. Additional insured status shall be through ISO Additional Endorsement CG 2011 01 96 or equivalent that is sufficient to provide the coverage required by this Agreement.

b. HHA's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, employees, agents and specified volunteers, as their interests may appear as respects: liability arising out of activities performed by or on behalf HHA for products used by and completed operations of HHA; or automobiles owned, leased, hired or borrowed by HHA. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or specified volunteers shall be excess of HHA's insurance and shall not contribute to it.

c. HHA's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages:

a. HHA is responsible for paying all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Cancellation of coverage for non-payment of premium will require ten (10) days' written notice to the City.

b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, employees, agents or specified volunteers.

D. ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers with an A. M. Best's rating of no less than **B+ V.**

E. VERIFICATION OF COVERAGE:

The City shall be indicated as a Certificate Holder and HHA shall furnish the City with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

F. HOLD HARMLESS AGREEMENT:

HHA, to the fullest extent permitted by law, shall indemnify and hold harmless the City, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from HHA' use or occupation of the Licensed Premises, provided that any such claim, damage, loss or expense (1)(a) is attributable to personal injury, including bodily injury sickness, disease or death, or injury to or destruction of tangible property, including loss of use resulting therefrom, and (b) is caused by any negligent act or omission of HHA or any of their consultants, or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable or arises out of liability based on the noncompliance of the Licensed Premises with the Americans with Disabilities Act (ADA). 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.

HHA, to the fullest extent permitted by law, shall indemnify and hold harmless the City, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from HHA' use or occupation of the Licensed Premises, provided that any such claim, damage, loss or expense that (a) is attributable to personal injury, including bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including loss of use resulting therefrom, and (b) is caused by any negligent act or omission of HHA or any of their consultants, or anyone directly or indirectly employed by them but only for noncompliance resulting from the actions of HHA. 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.

10.0 INSPECTIONS OF THE LICENSED PREMISES. City shall have the right to enter the Licensed Premises at all reasonable times (but no less than once per year) for purposes of examining the Licensed Premises for the purpose of discovering any defect or injury to the Licensed Premises. HHA shall, upon the discovery of any defect in or injury to the Licensed Premises or any appurtenance or apparatus connected therewith, or any need for repairs, promptly make the said repair.

11.0 CITY'S RIGHT TO LOCATE AND ACCESS IT EQUIPMENT. Inasmuch as the Licensed Premises are a portion of a larger building, the City may need to locate certain IT equipment related to communication and security systems for the entire building within a small portion of the Licensed Premises. HHA shall allow the City reasonable access at all times as necessary to those systems and, all efforts will be made by the City to access and locate such equipment with as little interference as possible to HHA.

12.0 ASSIGNMENT AND SUBLETTING. HHA covenants and agrees not to assign this License Agreement or sublet said Licensed Premises or any part of same, or in any other manner transfer the License Agreement or HHA' interest in the Licensed Premises, without the written consent of City which shall not be unreasonably withheld. In the event of such subletting or assignment, HHA nevertheless shall remain liable for all obligations to City under, and compliance with, all of the terms and conditions of this License Agreement. Any consent to a

subletting or assignment shall not be deemed a consent to any subsequent subletting or assignment. HHA shall submit to City in writing the name of the proposed sub-tenant or assignee, and the intended use and terms of occupancy. The City consents to sub-licenses granted to any of the organizations or entities mentioned in Section 4 herein.

13.0 DEFAULT. In the event: (a) the Licensed Premises shall be deserted or vacated for a period lasting more than thirty (30) consecutive days; (b) HHA shall fail to comply with any term, provision, condition, or covenant of this License, and shall not cure such failure within thirty (30) days after written notice to HHA of such failure to comply; (c) any petition is filed by or against HHA under any section or chapter of the National Bankruptcy Act as amended, (d) HHA shall become insolvent or make a transfer in fraud of creditors; (e) HHA shall make an assignment for benefit of creditors; (f) a receiver is appointed for a substantial part of the assets of HHA in any of such events, City shall have the option to do any one of the following, in addition to and not in limitation of any other remedy permitted by law or by this License Agreement:

(i) Terminate this License Agreement, in which event HHA shall immediately surrender the Licensed Premises to City.

(ii) Enter the Licensed Premises without being liable to prosecution or any claim for damages therefor and relet the Licensed Premises.

(iii) City may do whatever HHA is obligated to do by the provisions of this License Agreement and may enter the Licensed Premises without being liable to prosecution or any claim for damages therefor, in order to accomplish this purpose. HHA agrees to reimburse City immediately upon demand for any expenses which City may incur in thus effecting compliance with this License Agreement on behalf of HHA.

(iv) Pursue any and all other remedies available to City at law or in equity.

In the event City employs an attorney on account of any of the terms or conditions of this License Agreement by HHA, HHA shall pay all expenses incurred including a reasonable attorney's fee.

14.0 SURRENDER. Upon the termination of this License Agreement, HHA shall deliver up the Licensed Premises in the same condition as the same were in at the commencement of the term of this License Agreement (with the exception of any remodeling or structural changes previously approved by City), reasonable and ordinary wear and tear and damage by fire and other casualty or condemnation excepted. Neither vacating the Licensed Premises by HHA, nor the delivery of possession to City, shall be deemed a surrender or an acceptance of surrender of the Licensed Premises unless so stipulated in writing by City.

15.0 MISCELLANEOUS. The parties hereto further agree as follows:

15.1 The non-enforceability or illegality of any provision of this License Agreement shall not render the other provisions unenforceable, invalid or illegal.

15.2 The paragraph headings contained herein are only for convenience and reference and are not intended to be part of this License Agreement or in any manner to define, limit or describe the scope and intent of this License for the particular paragraph to which they refer.

15.3 The terms "City" and "HHA", when used in this License, shall be construed as plural whenever the number of the parties to this License shall require.

15.4 (a) All notices or demands pursuant to the Agreement shall be in writing and shall be deemed given if personally delivered or mailed via electronic mail, first class mail, or certified mail, return receipt requested to the following addresses:

City: Director of General Services
City of Huntsville, Alabama
305 Fountain Circle
Huntsville, AL 35801
(256) 427-5663

with copy to: City Attorney's Office
Post Office Box 308
Huntsville, AL 35804-0308
Attention: City Attorney
(256) 427-5026

HHA: Huntsville Housing Authority, Inc.

If either party hereto changes its address for purposes of this Agreement, the party so changing shall give the other party appropriate written notice of change of address in the manner specified above.

15.5 The parties further agree that this License Agreement is to be deemed to have been prepared jointly by the parties hereto, after arm's length negotiations, and that any ambiguity or uncertainty existing herein, if any, shall not be interpreted against the other party.

15.6 It is expressly understood that this License Agreement sets forth the entire agreement of the parties and supersedes any prior written or oral agreements between them concerning the subject matter contained herein, oral or otherwise, and that there is no other agreement between the parties other than that contained herein.

15.7 The parties further agree to sign any and all instruments or documents necessary to carry out the full purpose and intent of this License.

15.8 This License Agreement shall be binding upon the parties, and their successors in interest.

15.9 Each party to this License Agreement shall be responsible for the payment of all costs, expenses, legal fees and disbursements incurred or to be incurred by it or any of them in negotiating and preparing this License, and all documents required to be delivered pursuant to this License and in otherwise performing the transactions contemplated by this License.

IN WITNESS WHEREOF, the parties hereunto entered into this License on the day first written above.

WITNESS:

HHA, INC.
An Alabama non-profit corporation

By: _____ By: _____

Its: _____ Its: _____

CITY OF HUNTSVILLE, ALABAMA

By: _____ By: _____
Shaundrika Edwards Tommy Battle
Its: City Clerk 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 of The City of Huntsville, a municipal corporation in the State of Alabama are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, in their capacity as such officers, executed the same voluntarily for and as the act of said corporation on the day the same bears day.

GIVEN under my hand and official seal this the ____ day of _____, 2025.

_____
Notary Public

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Antonio McGinnis, whose name as Executive Director/CEO of the Huntsville Housing Authority, an Alabama non-profit 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, (s)he, in his or her capacity as such officer, executed the same voluntarily for and as the act of said corporation on the day the same bears day.

GIVEN under my hand and official seal this the 14th day of October, 2025.

Jacqueline Egbujo
Notary Public

JACQUELINE MONIQUE EGBUJO
My Commission Expires
September 16, 2029

EXHIBIT A

EXHIBIT A

FORMER AAA / CALVARY HILL SCHOOL
COMPOSITE FLOOR PLAN

SCALE 1" = 20'

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** 2025-1000

Department: Human Resources

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

Resolution to adjust the salaries of employees in a certain positions in assigned department.

Resolution No.

Finance Information:

Account Number: 1000-42-42400-501010-00000000 - $8,093.28; 1000-12-12100-501010-00000000 - $2,970.66

City Cost Amount: $ 11,063.94

Total Cost: $ 11,063.94

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:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** TMP-6128

Department: Human Resources

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

Resolution to adjust the salaries of employees in a certain positions in assigned department.

Resolution No.

Finance Information:

Account Number: 1000-42-42400-501010-00000000 - $8,093.28; 1000-12-12100-501010-00000000 - $2,970.66

City Cost Amount: $ 11,063.94

Total Cost: $ 11,063.94

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, as follows:

Section 1. To provide equitable pay consistent with the City of Huntsville current Classification and Salary Plan, it is necessary that the salaries be adjusted for certain employees, as indicated in Attachment A, effective the first pay period following the approval of the City Council.

Section 2. The anniversary date for certain employees, as indicated in Attachment A, shall remain the same for future step increases to provide equitable pay as a result of the adjustment.

ADOPTED this the 23rd day of October 2025.

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

APPROVED this the 23rd day of October 2025.

Mayor of the City of Huntsville,
Alabama

RESOLUTION NO. 25-

ATTACHMENT A

Brittany Stevens, Fire Dispatcher, who is currently classified at Salary Grade 11, Step 7, is hereby adjusted to Salary Grade 11, Step 9.

Colleen Laqua, Fire Dispatcher, who is currently classified at Salary Grade 11, Step 7, is hereby adjusted to Salary Grade 11, Step 9.

Giselle Fulton, Fire Dispatcher, who is currently classified at Salary Grade 11, Step 9, is hereby adjusted to Salary Grade 11, Step 10.

Anita Brown, Municipal Agenda Coordinator, who is currently classified at Salary Grade 12, Step 9, is hereby adjusted to Salary Grade 12, Step 11.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** 2025-1001

Department: Legal

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

Resolution authorizing the City Clerk to invoke Synovus Bank Letter of Credit No. 16531488769 for Spragins Cove Subdivision.

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: Spragins Cove Subdivision.
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** TMP-6138

Department: Legal

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

Resolution authorizing the City Clerk to invoke Synovus Bank Letter of Credit No. 16531488769 for Spragins Cove Subdivision.

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: Spragins Cove Subdivision.
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

RESOLUTION NO. 25-_____

WHEREAS, Synovus Bank issued a certain letter of credit (No. 16531488769) 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 Synovus Bank Letter of Credit No. 16531488769, prior to the expiration date thereof, with the language as specified in said Letter of Credit.

ADOPTED this the 23rd day of October, 2025.

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

APPROVED this the 23rd day of October, 2025.

_____
Mayor of the City of
Huntsville, Alabama

1750 Founders Pkwy., Ste 150
Alpharetta, GA 30004

SYNOVUS

IRREVOCABLE LETTER OF CREDIT NO. 16531488769

Beneficiary:	Account Party:	Bank:
City of Huntsville P.O. Box 308 Huntsville, Alabama 35804	Stanley Developers, LLC 4410-A Evangel Cir Huntsville, Alabama 35816	Synovus Bank 301 Washington Street Huntsville, AL 35801

Subject:	Article 5 Sidewalk/Letter of Credit for Spragins Cove
Amount:	$134,865.00
Issue Date:	November 10, 2023
Expiration Date:	November 10, 2025

Gentlemen:

We hereby open our Irrevocable Standby Letter of Credit in your favor, effective November 10, 2023, for a sum of One Hundred Thirty Four Eight Hundred Sixty Five Dollars 00/100. 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 present for payment to Synovus Bank, 301 Washington Street, 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.

Anthony Clark, Authorized Signer

DB 11-17-2023 SE 12/4/23
MM 12-1-23

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** 2025-1002

Department: Legal

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

Resolution authorizing the City Attorney to seek a forfeiture of the surety bond (Bond No. 7901120117) issued by Nationwide Mutual Insurance Company.

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

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** TMP-6115

Department: Legal

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

Resolution authorizing the City Attorney to seek a forfeiture of the surety bond (Bond No. 7901120117) issued by Nationwide Mutual Insurance Company.

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, Nationwide Mutual Insurance Company issued a surety bond in the amount of TWENTY FIVE THOUSAND AND 00/100 DOLLARS ($25,000.00) for the payment of liquor and other taxes to a certain taxpayer.

WHEREAS, the Principal failed to pay taxes in the amount of ONE HUNDRED FIFTY SEVEN AND 99/100 DOLLARS ($157.99) for the taxing period of November 2022 through November 2023 and interest through July 2025; and

WHEREAS, the Finance Department has made every possible effort to collect the taxes due from the Principal.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Huntsville, Alabama, that the City Attorney's Office is hereby authorized, requested, and directed to seek a forfeiture of the surety bond issued by Nationwide Mutual Insurance Company; and

BE IT FURTHER RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor, upon payment by Nationwide Mutual Insurance Company and in accordance with its bond, is hereby authorized, requested, and directed to execute a release and assignment agreement substantially in words and figures as Attachment "A", 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 23rd day of October, 2025.

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

APPROVED this 23rd day of October, 2025.

_____
Mayor of the City of
Huntsville, Alabama

ATTACHMENT "A"

KNOW ALL MEN BY THESE PRESENTS that the undersigned, for the sole consideration of ONE HUNDRED FIFTY-SEVEN AND 99/100 DOLLARS ($157.99) to be paid by Nationwide Mutual Insurance Company from the bond of Case No. 409a (Bond Number 7901120117), to the City of Huntsville, Alabama, releases and discharges Nationwide Mutual Insurance Company from the obligation of the bond to the extent of ONE HUNDRED FIFTY-SEVEN AND 99/100 DOLLARS ($157.99) for the taxing period of November 2022 through November 2023 and interest through June 2025.

In further consideration of payment of ONE HUNDRED FIFTY-SEVEN AND 99/100 DOLLARS ($157.99) of the above noted bond, the City of Huntsville, Alabama, hereby assigns to Nationwide Mutual Insurance Company any claim the City of Huntsville, Alabama, may have against Case No. 409a, for delinquent or deficient taxes or license fees to the extent of the remitted amount of ONE HUNDRED FIFTY-SEVEN AND 99/100 DOLLARS ($157.99) for the taxing period of November 2022 through November 2023 and interest through June 2025. The City of Huntsville, Alabama, retains any claim it may have against Case No. 409a for delinquent or deficient taxes or license fees greater than the amount of ONE HUNDRED FIFTY-SEVEN AND 99/100 DOLLARS ($157.99) received from Nationwide Mutual Insurance Company for the taxing period of November 2022 through November 2023 and interest through June 2025.

IN WITNESS WHEREOF, the City of Huntsville, Alabama, has caused this document to be executed by its duly sworn officer this the 23rd day of October, 2025.

CITY OF HUNTSVILLE, ALABAMA

BY: _____
Tommy Battle
Its Mayor

ATTEST:

By: _____
Shaundrika Edwards
Its City Clerk

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** 2025-1003

Department: Legal

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

Resolution authorizing the City Attorney to seek a forfeiture of the surety bond issued by Auto-Owners Insurance Company.

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

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** TMP-6129

Department: Legal

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

Resolution authorizing the City Attorney to seek a forfeiture of the surety bond issued by Auto-Owners Insurance Company.

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, Auto-Owners Insurance Company issued a surety bond in the amount of TWENTY-FIVE THOUSAND AND 00/100 DOLLARS ($25,000.00) for the payment of liquor and other taxes to a certain taxpayer.

WHEREAS, the Principal failed to pay taxes in the amount of THIRTY-FOUR THOUSAND SEVEN HUNDRED SEVENTY-TWO AND 74/100 DOLLARS ($34,772.74) for the taxing period of May 2023 through April 2025 and interest through August 2025; and

WHEREAS, the Finance Department has made every possible effort to collect the taxes due from the Principal.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Huntsville, Alabama, that the City Attorney's Office is hereby authorized, requested, and directed to seek a forfeiture of the surety bond issued by Auto-Owners Insurance Company; and

BE IT FURTHER RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor, upon payment by Auto-Owners Insurance Company and in accordance with its bond, is hereby authorized, requested, and directed to execute a release and assignment agreement substantially in words and figures as Attachment "A", 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 23rd day of October, 2025.

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

APPROVED this 23rd day of October, 2025.

Mayor of the City of
Huntsville, Alabama

ATTACHMENT "A"

KNOW ALL MEN BY THESE PRESENTS that the undersigned, for the sole consideration of TWENTY-FIVE THOUSAND AND 00/100 DOLLARS ($25,000.00) to be paid by Auto-Owners Insurance Company from the bond of Case No. 410 (Bond Number 66399760), to the City of Huntsville, Alabama, releases and discharges Auto-Owners Insurance Company from the obligation of the bond to the extent of TWENTY-FIVE THOUSAND AND 00/100 DOLLARS ($25,000.00) for the taxing period of May 2023 through April 2025 and interest through August 2025.

In further consideration of payment of TWENTY-FIVE THOUSAND AND 00/100 DOLLARS ($25,000.00) of the above noted bond, the City of Huntsville, Alabama, hereby assigns to Auto-Owners Insurance Company any claim the City of Huntsville, Alabama, may have against Case No. 410, for delinquent or deficient taxes or license fees to the extent of the remitted amount of TWENTY-FIVE THOUSAND AND 00/100 DOLLARS ($25,000.00) for the taxing period of May 2023 through April 2025 and interest through August 2025. The City of Huntsville, Alabama, retains any claim it may have against Case No. 410 for delinquent or deficient taxes or license fees greater than the amount of TWENTY-FIVE THOUSAND AND 00/100 DOLLARS ($25,000.00) received from Auto-Owners Insurance Company for the taxing period of May 2023 through April 2025 and interest through August 2025.

IN WITNESS WHEREOF, the City of Huntsville, Alabama, has caused this document to be executed by its duly sworn officer this the 23rd day of October, 2025.

CITY OF HUNTSVILLE, ALABAMA

BY: _____
Tommy Battle
Its Mayor

ATTEST:

By: _____
Shaundrika Edwards
Its City Clerk

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** 2025-1004

Department: Public Transit

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

A resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and Marsh & McLennan Agency, LLC, for insurance on a parcel of land 500 Church Street.

Resolution No. 25-856

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: 500 Church Street
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** TMP-6120

Department: Public Transit

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

A resolution authorizing the Mayor to enter into an Agreement with Marsh & McLennan Agency LLC for insurance on a parcel of land 500 Church Street.

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: 500 Church Street
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 an Agreement on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, by and between the City of Huntsville and Marsh & McLennan Agency, LLC., for insurance on a parcel of land at 500 Church Street, in the amount of TWO THOUSAND, THREE HUNDRED EIGHTY FIVE DOLLARS and ZERO CENTS ($2,385.00), which is similar to certain document attached hereto and is identified as "Agreement between the City of Huntsville and Marsh & McLennan Agency, LLC." consisting of seventeen (17) pages and the date of October 23, 2025, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, a copy of said document being permanently kept on file in the office of the City Clerck, of the City of Huntsville, Alabama.

ADOPTED this the 23rd day of October, 2025

_____

President of the City Council of

the City of Huntsville, Alabama

APPROVED this the 23rd day of October, 2025

_____

Mayor of the City of Huntsville,

Alabama

17-0250-00
MARSH & MCLENNAN AGENCY LLC
PO BOX 6087
HUNTSVILLE AL 35813-0087

Agency phone: 256.890.9000

08-29-2025

Auto-Owners INSURANCE

LIFE • HOME • CAR • BUSINESS

PO BOX 30660 • LANSING, MI 48909-8160

Auto-Owners Insurance Company

You can view your policy or change your paperless options at any time online at www.auto-owners.com.

CITY OF HUNTSVILLE
PO BOX 308
HUNTSVILLE AL 35804-0308

RE: Policy 062317-38014321-25

Thank you for selecting Auto-Owners Insurance Group to service your insurance needs!

Auto-Owners and its affiliate companies offer a full complement of policies, each of which has its own eligibility requirements, coverages, and rates. Please take this opportunity to review your insurance needs with your Auto-Owners agent **256.890.9000**, and discuss which company and program might be appropriate for you. After talking with your agent, if there are any unanswered questions, please contact us at 517.323.1200.

Auto-Owners Insurance Company was formed in 1916. Our A+ (Superior) rating by AM Best signifies that we have the financial strength to provide the insurance protection you need. The Auto-Owners Insurance Group is comprised of five property and casualty companies and a life insurance company.

Serving Our Policyholders and Agents Sin

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

NOTICE OF PRIVACY PRACTICES

What We Do To Protect Your Privacy

At Auto-Owners Insurance Group*, we value your business and we want to retain your trust. In the course of providing products and services, we may obtain nonpublic personal information about you. We assure you that such information is used only for the purpose of providing our products and services to you.

Protecting Confidentiality

Our agents and Company associates may have access to nonpublic personal information only for the purpose of providing our products or services to you. We maintain physical, electronic and procedural safeguards against unauthorized use of your nonpublic personal information.

Information We Obtain

To assist in underwriting and servicing your policy, we may obtain nonpublic personal information about you. For example, we routinely obtain information through applications, forms related to our products or services, from visiting www.auto-owners.com, and your transactions with us. We may obtain such information from our affiliates, independent insurance agents, governmental agencies, third parties, or consumer reporting agencies.

The type of information that we collect depends on the product or service requested, but may include your name, address, contact information, social security number, credit history, claims history, information to properly investigate and resolve any claims, or billing information. We may obtain your medical history with your permission. The nature and extent of the information we obtain varies based on the nature of the products and services you receive.

The Internet and Your Information

If you would like to learn about how we gather and protect your information over the Internet, please see our online privacy statement at www.auto-owners.com/privacy.

Generally, Auto-Owners may use cookies, analytics, and other technologies to help us provide users with better service and a more customized web experience. Our business partners may use tracking services, analytics, and other technologies to monitor visits to www.auto-owners.com. The website may use web beacons in addition to cookies. You may choose to not accept cookies by changing the settings in your web browser.

Information obtained on our websites may include IP address, browser and platform types, domain names, access times, referral data, and your activity while using our site; who should use our web site; the security of information over the Internet; and links and co-branded sites.

Limited Disclosure

Auto-Owners Insurance Group companies do not disclose any nonpublic personal information about their customers or former customers except as permitted by law. We do not sell your personal information to anyone. We do not offer an opportunity for you to prevent or "opt out of" information sharing since we only share personal information with others as allowed by law.

When sharing information with third parties to help us conduct our business, we require them to protect your personal information. We do not permit them to use or share your personal information for any purpose other than the work they are doing on our behalf or as required by law.

The types of information disclosed may include personal information we collect as necessary to service your policy or account, investigate and pay claims, comply with state and federal regulatory requests or demands, and process other transactions that you request. Third parties that receive disclosures may include your independent agent, regulators, reinsurance companies, fraud prevention agencies, or insurance adjusters.

How Long We Retain Your Information

We generally retain your information as long as reasonably necessary to provide you services or to comply with applicable law and in accordance with our document retention policy. We may retain copies of information about you and any transactions or services you have used for a period of time that is consistent with applicable law, applicable statute of limitations or as we believe is reasonably necessary to comply with applicable law, regulation, legal process or governmental request, to detect or prevent fraud, to collect fees owed, to resolve disputes, to address problems with our services, to assist with investigations, to enforce other applicable agreements or policies or to take any other actions consistent with applicable law.

In some circumstances we may anonymize your personal information (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you. This allows the specific information collected (name, email, address, phone number, etc.) to become anonymous, but allows Auto-Owners to keep the transaction or engagement data.

Changes to the Privacy Policy

We will provide a notice of our privacy policy as required by law. This policy may change from time to time, but you can always review our current policy by visiting our website at www.auto-owners.com/privacy or by contacting us.

Contact Us

Auto-Owners Insurance Company
Phone: 844-359-4595 (toll free)
Email: privacyrequest@aoins.com

*Auto-Owners Insurance Group includes, Auto-Owners Insurance Company, Auto-Owners Life Insurance Company, Home-Owners Insurance Company, Owners Insurance Company, Property-Owners Insurance Company and Southern-Owners Insurance Company.

59546 (1-17)

Policy Number: 062317-38014321-25
Insurance Company: AUTO-OWNERS INSURANCE COMPANY
Renewal Effective Date: 11-04-2025

Dear Policyholder,

Thank you for choosing us for your insurance needs. Your policy is set to renew on the renewal effective date shown above. This letter gives you advance notice of change(s) as listed below:

Your renewal premium will be: $2,385.00
(Calculated changes are based on your current policy information. Your actual premium could vary if the information on file is incorrect or if your needs and renewal coverages change.)

☐ Increase in deductible: _____

☐ Reduction of limits: _____

☐ Reduction or removal of coverage: _____

☒ Other: SEE ATTACHED.

The first Named Insured shown in the Declarations may cancel this policy at any time by notifying us of the date on which cancellation is to take effect.

This notice is for informational purposes only. Your policy contains the specific terms and conditions of coverage.

If you have any questions regarding your policy or this notice, please contact your Auto-Owners Insurance agency.

MARSH & MCLENNAN AGENCY LLC
PO BOX 6087
HUNTSVILLE AL 35813-0087
256-890-9000

NOTIFICATION OF POSSIBLE CHANGES IN COVERAGE FOR TERRORISM

Dear Policyholder:

The Terrorism Risk Insurance Act (including ensuing Congressional actions pursuant to the Act) will expire on December 31, 2027 unless the Federal government extends the Act. What this means to you is the following:

1. Subject to policy terms and conditions, the enclosed policy will provide insurance coverage for certified acts of terrorism as defined in the Act only until December 31, 2027.

2. A conditional endorsement entitled, Conditional Exclusion Of Terrorism Involving Nuclear, Biological Or Chemical Terrorism (Relating To Disposition Of Federal Terrorism Risk Insurance Act) is enclosed. This conditional endorsement will only apply if the Act is not extended or if the Act is revised to increase statutory deductibles, decrease the federal government's share in potential losses above the statutory deductibles, change the levels, terms or conditions of coverage and we are no longer required to make terrorism coverage available and elect not to do so. It will not apply if the Act is simply extended.

3. The conditional endorsement will provide coverage for an incident of terrorism pursuant to the terms and conditions of the policy only if the incident does not involve nuclear, biological or chemical material.

4. A premium charge for the conditional endorsement will be applied effective January 1, 2028. The premium will be pro rated for the remainder of the policy term and is one-half of the current premium charge appearing in the Declarations for TERRORISM - CERTIFIED ACTS. However, it will only be made if the Terrorism Risk Insurance Act (including ensuing Congressional actions pursuant to the Act) is not extend. Revised Declarations will be mailed to you after January 1, 2028.

5. If the Act is extended without any revision, the enclosed policy will continue to provide coverage for certified acts of terrorism. The conditional endorsement will not be activated and the changes in coverage or premium referenced above will not apply.

6. If the Act is extended with revisions or is replaced, and we are required or elect to continue to offer coverage for certified acts of terrorism, we may amend this policy in accordance with the provisions of the revised Act or its replacement.

This notice is for informational purposes only.

If you have any questions concerning your policy or this notice, please contact your Auto-Owners agency.

NOTICE OF CHANGE IN POLICY TERMS EXCLUSION - PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)

NOTICE OF REDUCTION IN COVERAGE

Dear Policyholder,

Effective with this renewal, form CG 40 32 (05-23) Exclusion - Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) has been added to your policy. This endorsement removes all liability coverage for "bodily injury", "property damage" and "personal and advertising injury" caused by or resulting from pollutants that may contain Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS).

This notice is for informational purposes only. This notice provides no coverage and it must not be construed to replace or modify any provisions of your policy or endorsements. Your policy contains the specific terms, limits and conditions of coverage, and supersedes this notice.

You have the right to renew your policy. You also have the right to cancel your policy at any time. To cancel your policy, please provide the date on which cancellation is to take effect.

Please review the endorsement and your policy carefully. If you have any questions, please contact your Auto-Owners Insurance Agency.

Auto-Owners

Issued 08-29-2025

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

TAILORED PROTECTION POLICY DECLARATIONS

AGENCY MARSH & MCLENNAN AGENCY LLC
17-0250-00 MKT TERR 083 256-890-9000

Renewal Effective 11-04-2025

POLICY NUMBER 062317-38014321-25

Company Use 38-23-AL-0611

INSURED CITY OF HUNTSVILLE

ADDRESS PO BOX 308

HUNTSVILLE AL 35804-0308

Agency Bill

Policy Term
12:01 a.m. 11-04-2025 to 12:01 a.m. 11-04-2026

In consideration of payment of the premium shown below, this policy is renewed. Please attach this Declarations and attachments to your policy. If you have any questions, please consult with your agent.

55039 (11-87)

COMMON POLICY INFORMATION

Business Description: Parking Lot

Entity: Municipality_____

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PART(S):	PREMIUM
COMMERCIAL GENERAL LIABILITY COVERAGE	$2,385.00
TOTAL	**$2,385.00**

THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

Forms that apply to all coverage part(s) shown above (except garage liability, dealer's blanket, commercial automobile, if applicable):
55000 (07-12) 59390 (11-20)

Countersigned By: _____

Auto-Owners Ins. Co.

Issued 08-29-2025

AGENCY MARSH & MCLENNAN AGENCY LLC
17-0250-00 MKT TERR 083

Agency Bill

POLICY NUMBER 062317-38014321-25
38-23-AL-0611

INSURED CITY OF HUNTSVILLE

Term 11-04-2025 to 11-04-2026

55040 (11-87)

COMMERCIAL GENERAL LIABILITY COVERAGE

COVERAGE	LIMITS OF INSURANCE
General Aggregate (Other Than Products-Completed Operations)	$2,000,000
Products-Completed Operations Aggregate	$2,000,000
Personal And Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
Damage to Premises Rented to You (Fire Damage)	$50,000 Any One Premises
Medical Payments	$5,000 Any One Person

Twice the "General Aggregate Limit", shown above, is provided at no additional charge for each 12 month period in accordance with form 55885.

AUDIT TYPE: Non-Audited

Forms that apply to this coverage:

CG2144 (04-17)	55405 (07-08)	59350 (01-15)	55146 (06-04)	IL0017 (11-85)
IL0021 (07-02)	CG2106 (05-14)	CG0001 (04-13)	55513 (05-17)	CG2109 (06-15)
55029 (05-17)	CG2196 (03-05)	CG2132 (05-09)	CG2147 (12-07)	55885 (05-17)
CG2024 (04-13)	59325 (12-19)	CG4032 (05-23)	59390 (11-20)	

LOCATION 0001 - BUILDING 0001

Location: R500 Church Street, Huntsville, AL 35801

Territory: 006 **County:** Madison

CLASSIFICATION	CODE	SUBLINE	PREMIUM BASIS	RATE	PREMIUM
Parking - Private	46622		Area	Each 1000	
		Prem/Op	50,375	36.646	$1,846.00
		Prod/Comp Op	50,375	10.218	$515.00

COMMERCIAL GENERAL LIABILITY COVERAGE - LOCATION 0001 SUMMARY	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59350, 55405, 59390	$24.00
LOCATION 0001	**$2,385.00**

COMMERCIAL GENERAL LIABILITY
CG 20 24 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS OR OTHER INTERESTS FROM WHOM LAND HAS BEEN LEASED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises (Part Leased To You)
	STATE OF ALABAMA AND ITS OFFICERS AGENTS AND EMPLOYEES
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Schedule.
However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:
1. Any "occurrence" which takes place after you cease to lease that land;
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.
This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 21 44 04 17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF COVERAGE TO DESIGNATED PREMISES, PROJECT OR OPERATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Premises: R500 CHURCH STREET HUNTSVILLE AL 35801
Project Or Operation:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. If this endorsement is attached to Commercial General Liability Coverage Form **CG 00 01**, the provisions under this Paragraph **A.** apply:

1. Paragraph **1.b.** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

b. This insurance applies to "bodily injury" and "property damage" caused by an "occurrence" that takes place in the "coverage territory" only if:

(1) The "bodily injury" or "property damage":

(a) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or

(b) Arises out of the project or operation shown in the Schedule;

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

2. Paragraph **1.b.** under **Section I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

b. This insurance applies to "personal and advertising injury" caused by an offense committed in the "coverage territory" but only if:

(1) The offense arises out of your business:

(a) Performed on the premises shown in the Schedule; or

(b) In connection with the project or operation shown in the Schedule; and

(2) The offense was committed during the policy period.

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However, with respect to Paragraph **1.b.(1)(a)** of this Insuring Agreement, if the "personal and advertising injury" is caused by:

(1) False arrest, detention or imprisonment; or

(2) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

then such offense must arise out of your business performed on the premises shown in the Schedule and the offense must have been committed on the premises shown in the Schedule or the grounds and structures appurtenant to those premises.

3. Paragraph **1.a.** under **Section I – Coverage C – Medical Payments** is replaced by the following:

a. We will pay medical expenses as described below for "bodily injury" caused by an accident that takes place in the "coverage territory" if the "bodily injury":

(1) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or

(2) Arises out of the project or operation shown in the Schedule;

provided that:

(a) The accident takes place during the policy period;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

B. If this endorsement is attached to Commercial General Liability Coverage Form **CG 00 02**, the provisions under this Paragraph **B.** apply:

1. Paragraph **1.b.** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

b. This insurance applies to "bodily injury" and "property damage" caused by an "occurrence" that takes place in the "coverage territory" only if:

(1) The "bodily injury" or "property damage":

(a) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or

(b) Arises out of the project or operation shown in the Schedule;

(2) The "bodily injury" or "property damage" did not occur before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period; and

(3) A claim for damages because of the "bodily injury" or "property damage" is first made against any insured, in accordance with Paragraph **1.c.** of this Insuring Agreement, during the policy period or any Extended Reporting Period we provide under Section **V** – Extended Reporting Periods.

2. Paragraph **1.b.** under **Section I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

b. This insurance applies to "personal and advertising injury" caused by an offense committed in the "coverage territory" but only if:

(1) The offense arises out of your business:

(a) Performed on the premises shown in the Schedule; or

(b) In connection with the project or operation shown in the Schedule;

(2) The offense was not committed before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period; and

(3) A claim for damages because of the "personal and advertising injury" is first made against any insured, in accordance with Paragraph **1.c.** of this Insuring Agreement, during the policy period or any Extended Reporting Period we provide under Section **V** – Extended Reporting Periods.

However, with respect to Paragraph **1.b.(1)(a)** of this Insuring Agreement, if the "personal and advertising injury" is caused by:

(1) False arrest, detention or imprisonment; or

(2) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

then such offense must arise out of your business performed on the premises shown in the Schedule and the offense must have been committed on the premises shown in the Schedule or the grounds and structures appurtenant to those premises.

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3. Paragraph **1.a.** under **Section I – Coverage C – Medical Payments** is replaced by the following:
   a. We will pay medical expenses as described below for "bodily injury" caused by an accident that takes place in the "coverage territory" if the "bodily injury":
      (1) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or
      (2) Arises out of the project or operation shown in the Schedule;

   provided that:
   (a) The accident takes place during the policy period;
   (b) The expenses are incurred and reported to us within one year of the date of the accident; and
   (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

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55405 (7-08)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDITIONAL EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

A. Applicability Of This Endorsement

1. The provisions of this endorsement will apply if and when one of the following situations occurs:

a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act), terminates; or

b. The Program is renewed, extended or otherwise continued in effect:

(1) With revisions that increase insurers' statutory percentage deductible or decrease the federal government's statutory percentage share in potential terrorism losses above such deductible, or that results in a change in the level or terms or conditions of coverage; and

(2) We are not required by the Program to make terrorism coverage available to you and elect not to do so.

2. When this endorsement becomes applicable in accordance with the terms of A.1.a. or A.1.b., above, it supersedes any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism".

3. If this endorsement does NOT become applicable, then any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism", will remain in effect. However, if the Program is renewed, extended or otherwise continued in effect with revisions that change the level or terms or conditions of coverage, and we are required to offer you the revised coverage or to provide revised coverage to those who previously accepted coverage under the Program, then we will take the appropriate steps in response to the federal requirements.

B. The following definition is added and applies under this endorsement wherever the term terrorism is enclosed in quotation marks.

"Terrorism" means activities against persons, organizations or property of any nature:

1. That involve the following or preparation for the following:

a. Use or threat of force or violence; or

b. Commission or threat of a dangerous act; or

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c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

2. When one or both of the following applies:

a. The effect is to intimidate or coerce a government or the civilian population or any segments thereof, or to disrupt any segment of the economy; or

b. It appears that the intent is to intimidate or coerce a government or the civilian population, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

C. The following exclusion is added:

Exclusion Of "Terrorism"
We will not pay for "bodily injury", "property damage", "personal injury" or "advertising injury" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". All "bodily injury", "property damage", "personal injury" or "advertising injury" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. This exclusion applies only when one or more of the following are attributed to an incident of "terrorism":

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination;

2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material;

3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, regardless of whether this endorsement was in effect during the entirety of that time period or not.

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COMMERCIAL GENERAL LIABILITY
CG 40 32 05 23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph **2. Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

2. Exclusions

This insurance does not apply to:

Perfluoroalkyl And Polyfluoroalkyl Substances

a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".

b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.

B. The following exclusion is added to Paragraph **2. Exclusions** of **Section I - Coverage B - Personal And Advertising Injury Liability**:

2. Exclusions

This insurance does not apply to:

Perfluoroalkyl And Polyfluoroalkyl Substances

a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".

b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.

C. The following definition is added to the **Definitions** Section:

"Perfluoroalkyl or polyfluoroalkyl substances" means any:

1. Chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to:

a. Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products;

b. Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acid (PFOA) and its salts, or perfluorooctane sulfonic acid (PFOS) and its salts;

c. Perfluoropolyethers (PFPE);

d. Fluorotelomer-based substances; or

e. Side-chain fluorinated polymers; or

2. Good or product, including containers, materials, parts or equipment furnished in connection with such goods or products, that consists of or contains any chemical or substance described in Paragraph **C.1.**

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CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM AND IMPORTANT INFORMATION REGARDING TERRORISM RISK INSURANCE COVERAGE

It is agreed:

1. With respect to any one or more certified acts of terrorism, we will not pay any amounts for which we are not responsible because of the application of any provision which results in a cap on our liability for payments for terrorism losses in accordance with the terms of the federal Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act).

2. Certified act of terrorism means any act certified by the Secretary of the Treasury, in consultation with:

a. the Secretary of Homeland Security; and
b. the Attorney General of the United States

to be an act of terrorism as defined and in accordance with the federal Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act).

3. Under the federal Terrorism Risk Act of 2002 (including ensuing Congressional actions pursuant to the Act) a terrorist act may be certified:

a. if the aggregate covered commercial property and casualty insurance losses resulting from the terrorist act exceed $5 million; and

b. **(1)** if the act of terrorism is:

a) a violent act; or

b) an act that is dangerous to human life, property or infrastructure; and

(2) if the act is committed:

a) by an individual or individuals as part of an effort to coerce the civilian population of the United States; or

b) to influence the policy or affect the conduct of the United States government by coercion.

All other policy terms and conditions apply.

IMPORTANT INFORMATION REGARDING TERRORISM RISK INSURANCE COVERAGE

The Terrorism Risk Insurance Act of 2002 was signed into law on November 26, 2002. The Act (including ensuing Congressional actions pursuant to the Act) defines an act of terrorism, to mean any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States to be (i) an act of terrorism; (ii) to be a violent act or an act that is dangerous to human life, property or infrastructure; (iii) to have resulted in damage within the United States or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and (iv) to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States government by coercion.

Subject to the policy terms and conditions, this policy provides insurance coverage for acts of terrorism as defined in the Act.

Any coverage for certain commercial lines of property and casualty insurance provided by your policy for losses caused by certified acts of terrorism are partially paid by the federal government under a formula established by federal law. Under this formula, the government will reimburse us for 85% of such covered losses that exceed the statutory deductible paid by us. However, beginning January 1, 2016 the share will decrease 1% per calendar year until it equals 80%. **You should also know that in the event aggregate insured losses exceed $100 billion during any year the Act is in effect, then the federal government and participating United States insurers that have met their insurer deductible shall not be liable for the payment of any portion of that amount of the loss that exceeds $100 billion. In the event that aggregate insured losses exceed $100 billion annually, no additional claims will be paid by the federal government or insurers.** This formula is currently effective through December 31, 2020 unless extended.

The premium charge, if any, for this coverage is shown separately on the attached Declarations page. In the event of a certified act of terrorism, future policies also may include a government assessed terrorism loss risk-spreading premium in accordance with the provisions of the Act.

Please contact us if you would like to reject coverage for certified acts of terrorism.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** 2025-1006

Department: Planning

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

Resolution authorizing the Mayor to sign the plat entitled " Arbours at Moores Mill Lot 1A Boundary Plat".

Resolution No.

Does this item need to be published? **Yes**

If yes, please list preferred date(s) of publication: ___N/A_____

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location:

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

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** 2025-1007

Department: Planning

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

Resolution authorizing the Mayor to sign the plat entitled " Huntsville North Village"

Resolution No.

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

If yes, please list preferred date(s) of publication: __N/A_____

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location:

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

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** TMP-6149

Department: Planning

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

Resolution authorizing the Mayor to sign the plat entitled " Huntsville North Village"

Resolution No.

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

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

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location:

Address: N/A

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

Additional Comments:

RESOLUTION NO. 25 -

BE IT RESOLVED by the City Council of Huntsville, Alabama, that the Mayor be, and is hereby authorized to sign the plat entitled:

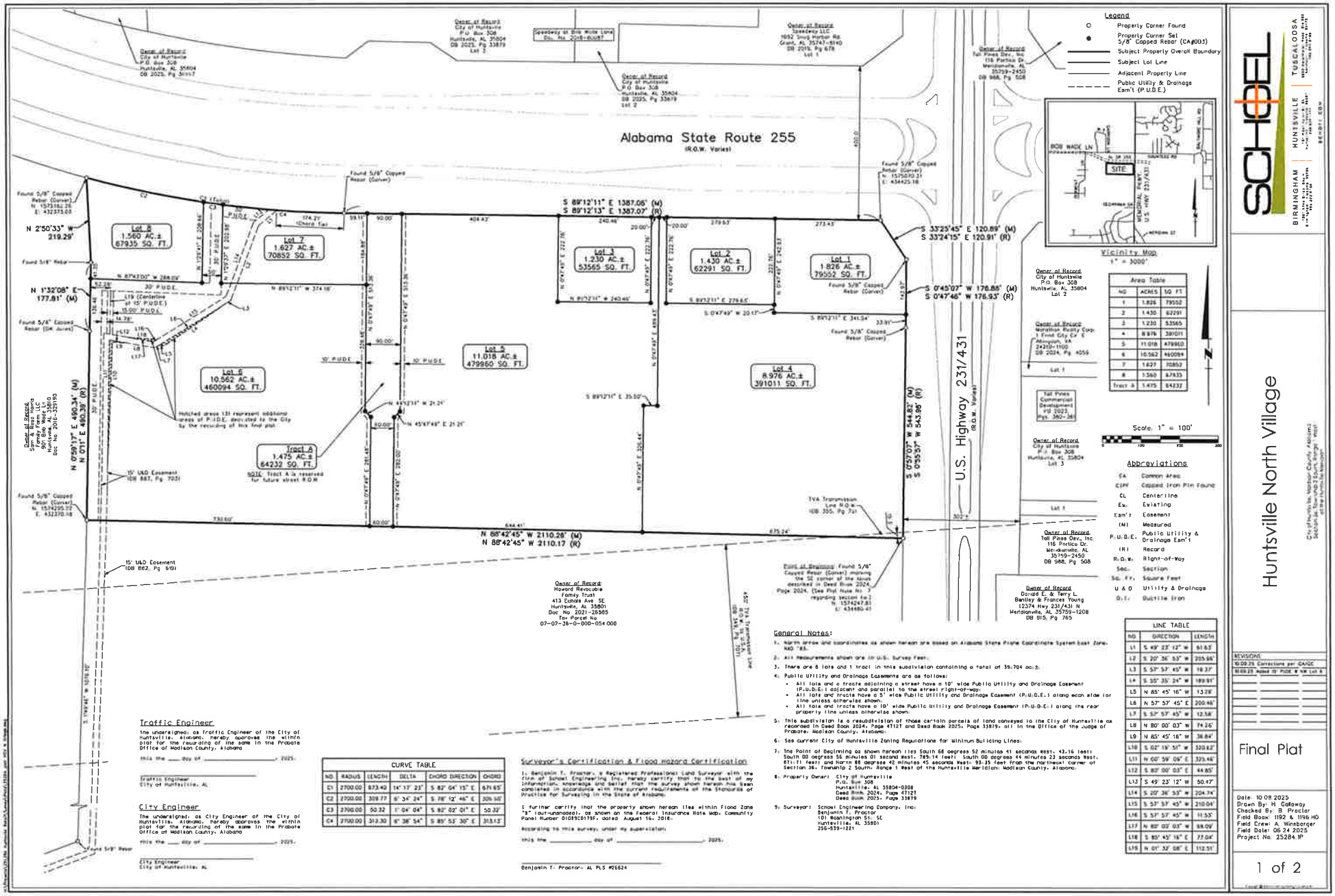
"Huntsville North Village".

ADOPTED this the 23rd day of October, 2025.

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

APPROVED this the 23d day of October, 2025.

Mayor of the City of Huntsville,
Alabama


Alabama State Route 255
(R.O.W. Varies)
U.S. Highway 231/431
(R.O.W. Varies)
Lot 1
1.826 AC.±
79552 SQ. FT.
Lot 2
1.430 AC.±
62291 SQ. FT.
Lot 3
1.230 AC.±
53565 SQ. FT.
Lot 4
8.976 AC.±
391011 SQ. FT.
Lot 5
11.018 AC.±
479960 SQ. FT.
Lot 6
10.562 AC.±
460094 SQ. FT.
Lot 7
1.627 AC.±
70852 SQ. FT.
Lot 8
1.560 AC.±
67935 SQ. FT.
Tract A
1.475 AC.±
64232 SQ. FT.
Legend
Property Corner Found
Property Corner Set 5/8" Capped Rebar (CA#005)
Subject Property Overall Boundary
Subject Lot Line
Adjacent Property Line
Public Utility & Drainage Eam't (P.U.D.E.)
Vicinity Map
1" = 3000'
SITE
BOB WADE LN
Area Table
NO | ACRES | SQ FT
1 | 1.826 | 79552
2 | 1.430 | 62291
3 | 1.230 | 53565
4 | 8.976 | 391011
5 | 11.018 | 479960
6 | 10.562 | 460094
7 | 1.627 | 70852
8 | 1.560 | 67935
Tract A | 1.475 | 64232
Scale: 1" = 100'
Abbreviations
CA Common Area
CIPF Capped Iron Pin Found
CL Centerline
Ex. Existing
Eam't Easement
(M) Measured
P.U.D.E. Public Utility & Drainage Eam't
(R) Record
R.O.W. Right-of-Way
Sec. Section
Sq. Ft. Square Feet
U & D Utility & Drainage
D.I. Ductile Iron
Owner of Record: Howard Revocable Family Trust 413 Echols Ave SE Huntsville, AL 35801 Doc. No. 2021-25985 Tax Parcel No. 07-07-36-0-000-054.000
Point of Beginning: Found 5/8" Capped Rebar (Corner) marking the SE corner of the North described in Deed Book 2024, Page 2024, (See Plat Note No. 7 regarding section line) N. 1574247.81 E. 434480.41
Owner of Record: Donald E. & Terry L. Bentley & Frances Young 12374 Hwy 231/431 N Meridianville, AL 35759-1208 DB 815, Pg 765
Owner of Record: Toll Pines Dev., Inc. 116 Portico Dr. Meridianville, AL 35759-2450 DB 988, Pg 508
Owner of Record: City of Huntsville P.O. Box 308 Huntsville, AL 35804 Lot 3
Owner of Record: Marathon Realty Corp. 1 Front City Cir E Abingdon, VA 24210-1102 DB 2024, Pg 4059
Owner of Record: City of Huntsville P.O. Box 308 Huntsville, AL 35804 Lot 2
Toll Pines Commercial Development PB 2023 Pgs. 360-361
Owner of Record: Sammie A. Rivers Family Farm, LLC 801 Bob Wade Ln Huntsville, AL 35810 Doc No. 2016-325190
TVA Transmission Line R.O.W. (DB 355, Pg 731)
15' U&D Easement (DB 887, Pg 702)
15' U&D Easement (DB 882, Pg 519)
Holched areas (//) represent additional ingress of P.U.D.E. dedicated to the City by the recording of this final plat.
NOTE: Tract A is reserved for future street ROW
Found 5/8" Capped Rebar (Corner)
Found 5/8" Rebar
Found 5/8" Capped Rebar (Set Survey)
Found 5/8" Capped Rebar (Corner) N. 1575070.31 E. 434425.18
Found 5/8" Capped Rebar (Corner) N. 1575186.26 E. 432373.03
Found 5/8" Capped Rebar (Corner) N. 1574295.72 E. 432370.18
N 2°50'33" W 219.29'
N 1°32'08" E 177.81' (M)
N 0°59'17" E 490.34' (M)
N 0°11' E 490.39' (R)
S 89°12'11" E 1387.06' (M)
S 89°12'13" E 1387.07' (R)
S 33°25'45" E 120.89' (M)
S 33°24'15" E 120.91' (R)
S 0°45'07" W 176.88' (M)
S 0°47'46" W 176.93' (R)
S 0°57'07" W 544.82' (M)
S 0°55'57" W 543.98' (R)
N 88°42'45" W 2110.28' (M)
N 88°42'45" W 2110.17' (R)
Traffic Engineer
The undersigned, as Traffic 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 ___ day of _____, 2025.
Traffic Engineer
City of Huntsville, AL
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 ___ day of _____, 2025.
City Engineer
City of Huntsville, AL
CURVE TABLE
NO | RADIUS | LENGTH | DELTA | CHORD DIRECTION | CHORD
C1 | 2700.00 | 873.42 | 14° 13' 23" | S 82° 04' 15" E | 671.65'
C2 | 2700.00 | 309.77 | 6° 34' 24" | S 78° 12' 46" E | 309.58'
C3 | 2700.00 | 50.32 | 1° 04' 04" | S 82° 02' 01" E | 50.32'
C4 | 2700.00 | 313.30 | 6° 38' 54" | S 85° 53' 30" E | 313.13'
Surveyor's Certification & Flood Hazard Certification
I, Benjamin T. Proctor, a Registered Professional Land Surveyor with the firm of School Engineering Inc. hereby certify that to the best of my information, knowledge and belief that the survey shown hereon has been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama.
I further certify that the property shown hereon lies within Flood Zone "X" (out-numbered), as shown on the Federal Insurance Rate Map, Community Panel Number 01089C0175F, dated August 16, 2018.
According to this survey, under my supervision.
this the ___ day of _____, 2025.
Benjamin T. Proctor- AL PLS #26624
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 in U.S. Survey Feet.
3. There are 8 lots and 1 tract in this subdivision containing a total of 39.704 ac.±.
4. Public Utility and Drainage Easements are as follows:
- All lots and a tracts adjoining a street have a 10' wide Public Utility and Drainage Easement (P.U.D.E.) adjacent and parallel to the street right-of-way.
- All lots and tracts have a 5' wide Public Utility and Drainage Easement (P.U.D.E.) along each side lot line unless otherwise shown.
- All lots and tracts have a 10' wide Public Utility and Drainage Easement (P.U.D.E.) along the rear property line unless otherwise shown.
5. This subdivision is a resubdivision of those certain parcels of land conveyed to the City of Huntsville as recorded in Deed Book 2024, Page 47127 and Deed Book 2025, Page 33879, all in the Office of the Judge of Probate, Madison County, Alabama.
6. See current City of Huntsville Zoning Regulations for Minimum Building Lines.
7. The Point of Beginning as shown hereon lies South 68 degrees 52 minutes 41 seconds West, 43.16 feet; South 00 degrees 56 minutes 01 second West, 749.14 feet; South 00 degrees 44 minutes 23 seconds West, 871.71 feet; and North 88 degrees 42 minutes 45 seconds West, 93.35 feet from the northeast corner of Section 36, Township 2 South, Range 1 West of the Huntsville Meridian, Madison County, Alabama.
8. Property Owner: City of Huntsville P.O. Box 308 Huntsville, AL 35804-0308 Deed Bk. 2024, Page 47127 Deed Book 2025, Page 33879
9. Surveyor: School Engineering Company, Inc. Benjamin T. Proctor 101 Washington St. SE Huntsville, AL 35801 256-539-1221
LINE TABLE
NO | DIRECTION | LENGTH
L1 | S 49° 23' 12" W | 61.63'
L2 | S 20° 36' 33" W | 205.66'
L3 | S 57° 57' 45" W | 19.37'
L4 | S 35° 35' 24" W | 189.91'
L5 | N 85° 45' 16" W | 13.28'
L6 | N 57° 57' 45" E | 200.46'
L7 | S 57° 57' 45" W | 12.58'
L8 | N 80° 00' 03" W | 74.26'
L9 | N 85° 45' 18" W | 38.84'
L10 | S 02° 19' 56" W | 320.62'
L11 | N 00° 59' 09" E | 329.46'
L12 | S 80° 00' 03" E | 44.85'
L13 | S 49° 23' 12" W | 50.47'
L14 | S 20° 36' 33" W | 204.74'
L15 | S 57° 57' 45" W | 210.04'
L16 | S 57° 57' 45" W | 11.53'
L17 | N 80° 00' 03" W | 88.09'
L18 | S 85° 45' 16" E | 77.04'
L19 | N 01° 32' 08" E | 112.51'
SCHOEL
BIRMINGHAM HUNTSVILLE TUSCALOOSA
Huntsville North Village
Final Plat
REVISIONS:
10.09.25 Corrections per CAHOC
10.08.25 Added ID PUDE & NW Lot 8
Date: 10.08.2025
Drawn By: H. Galloway
Checked By: B. Proctor
Field Book: 1192 & 1196 HO
Field Crew: A. Winebarger
Field Date: 06.24.2025
Project No. 25284.1P
1 of 2

STATE OF ALABAMA)
)
MADISON COUNTY)

Surveyor & Owner(s) and/or Lien Holder(s) Certificate:

I, the undersigned surveyor thereinafter "Surveyor"), do hereby certify that I am a licensed land surveyor and licensed in Huntsville, Alabama, and that I have surveyed the lands embraced in the within plat or map designated as Huntsville North Village, all lying within Madison County, Alabama. It is further certified that said plat or map is a true plat or map of lands embraced therein, giving the length and bearings of the boundaries of each block and lot and block number; showing the streets, alleys and public grounds; giving the bearings, length, width and name of each street; showing the relation of the lands to the government surveys and that monuments shown hereon shall be installed at all lot corners and curve points prior to final inspection by the City Engineer of the City of Huntsville, Alabama.

We/I, the undersigned owner(s) of all or any portion of the lands embraced in/by this plat (hereinafter "Owner(s)") 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 whereof, said undersigned Surveyor, Owner(s), and/or Lien Holder(s) have caused these presents to be duly executed and hereunto set our hand and affix our seals as of the ____ day of _____, 2025, which date is the last date upon which the signatory last to execute the same shall affix his/her/its signature, and which date is intended by the signatory parties as the effective date hereof.

Surveyor:

By: _____
Benjamin T. Proctor, AL PLS #26624

Owner(s):

City of Huntsville, Alabama,
an Alabama municipal corporation

By: _____
Tommy Battle
As its: Mayor

Attest:

By: _____
Shaundrika Edwards
As its: City Clerk

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned Notary Public in and for said County and State, hereby certify that Benjamin T. Proctor, whose name is signed to the foregoing ***Surveyor & Owner(s) and/or Lien Holder(s) 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 as of the day the same bears date.

GIVEN under my hand and official seal

on this the ____ day of _____, 2025.

My Commission Expires: _____

Notary Public
State of Alabama
County of Madison [SEAL]

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned Notary Public, in and for said County and State, hereby certify that Tommy Battle, whose name as Mayor of the City of Huntsville, Alabama, an Alabama municipal corporation, is signed to the foregoing ***Surveyor & Owner(s) and/or Lien Holder(s) Certificate***, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing ***certificate***, he, as such Mayor and with full authority, executed the same voluntarily for and as the act of the City of Huntsville, Alabama, an Alabama municipal corporation, as of the day the same bears date.

GIVEN under my hand and official seal

on this the ____ day of _____, 2025.

My Commission Expires: _____

Notary Public
State of Alabama
County of Madison [SEAL]

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned Notary Public, in and for said County and State, hereby certify that Shaundrika Edwards, whose name as City Clerk of the City of Huntsville, Alabama, an Alabama municipal corporation, is signed to the foregoing ***Surveyor & Owner(s) and/or Lien Holder(s) Certificate***, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing ***certificate***, she, as such City Clerk and with full authority, executed the same voluntarily for and as the act of the City of Huntsville, Alabama, an Alabama municipal corporation, as of the day the same bears date.

GIVEN under my hand and official seal

on this the ____ day of _____, 2025.

My Commission Expires: _____

Notary Public
State of Alabama
County of Madison [SEAL]

Planning Commission Certificate of Approval

The within plat of "Huntsville North Village", 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 the _____ day of _____, 2025.

The recording must be accomplished by the ___ day of _____, 2026.

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: _____

Title: _____

Certificate for Recording

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, _____, 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 _____ day of _____, 2025.

at _____ o'clock and duly recorded as:

Plat Book: _____ Page: _____

_____
Judge of Probate

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 the ___ day of _____, 2025.

_____
Huntsville Utilities Representative

Metes and Bounds Description of Land Platted

STATE OF ALABAMA
COUNTY OF MADISON

A parcel of land situated in the Northeast Quarter of Section 36, Township 2 South, Range 1 West, of the Huntsville Meridian, Madison County, Alabama, [bearings and distances referenced to the Alabama State Plane Coordinate System, East Zone, NAD83(2011)] and being more particularly described as follows:

Beginning at a found 5/8" capped rebar (Garver) on the west right of way of U.S. Highway 431/231 which lies South 68 degrees 52 minutes 41 seconds West, 43.16 feet; South 00 degrees 56 minutes 01 second West, 789.14 feet; South 00 degrees 44 minutes 23 seconds West, 871.71 feet; and North 88 degrees 42 minutes 45 seconds West, 93.35 feet from the northeast corner of said Section 36; thence, from the Point of Beginning, run North 88 degrees 42 minutes 45 seconds West 2110.26 feet to a found 5/8" capped rebar (Garver); thence run North 00 degrees 58 minutes 17 seconds East 490.34 feet to a found 5/8" capped rebar (GW Jones); thence run North 01 degrees 32 minutes 08 seconds East 177.81 feet to a found 5/8" rebar; thence run North 02 degrees 50 minutes 33 seconds West 219.29 feet to a found 5/8" capped rebar (Garver) on the south right of way of Northern Bypass; thence run 613.40 feet along the south right of way of said Northern Bypass and a curve to the left having a radius of 2700.00 feet, a delta angle of 14 degrees 11 minutes 23 seconds, and a chord bearing and distance of South 82 degrees 04 minutes 15 seconds East 611.65 feet to a found 5/8" capped rebar (Garver); thence run South 89 degrees 12 minutes 11 seconds East 1397.06 feet along the south right of way of said Northern Bypass to a found 5/8" capped rebar (Garver); thence run South 33 degrees 25 minutes 45 seconds East 120.89 feet along the south right of way of said Northern Bypass to a found 5/8" capped rebar (Garver) on the west right of way of said U.S. Highway 431/231; thence run South 00 degrees 45 minutes 07 seconds West 176.08 feet along the west right of way of said U.S. Highway 431/231 to a found 5/8" capped rebar (Garver); thence run South 00 degrees 57 minutes 07 seconds West 544.82 feet along the west right of way of said U.S. Highway 431/231 back to the Point of Beginning.

Said parcel contains 39.704 acres (1,729,492 square feet) more or less.

SCHOEL ENGINEERING
BIRMINGHAM | HUNTSVILLE | TUSCALOOSA

Huntsville North Village

Final Plat

REVISIONS
10.09.25 Added Prop. Description

Date: 10.08.2025
Drawn By: H. Galloway
Checked By: B. Proctor
Field Book: 192 & 194 HD
Field Crew: A. Winebarger
Field Date: 05.24.2025
Project No.: 25284.1P

2 of 2

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** 2025-1008

Department: Police

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

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

Resolution No.

Finance Information:

Account Number: 1000-41-41100-501010-00000000

City Cost Amount: $ 39,000 maximum

Total Cost: $ 39,000 maximum

Special Circumstances:

Grant Funded: $ 0.00

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:
Special employee contract with Diana Crawford to work at Police Communications as a Public Safety Dispatcher. One (1) year contract renewal.

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** TMP-6165

Department: Police

Subject:

Type of Action: Approval/Action

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

Resolution No.

Finance Information:

Account Number: 1000-41-41100-501010-00000000

City Cost Amount: $ 39,000 maximum

Total Cost: $ 39,000 maximum

Special Circumstances:

Grant Funded: $ 0.00

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

Special employee contract with Diana Crawford to work at Police Communications as a Public Safety Dispatcher. One (1) year contract renewal.

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 Diana Crawford, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Special Employee Agreement between the City of Huntsville and Diana Crawford," consisting of four (4) pages including Attachment "A", and the date of October 23, 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 23rd day of October, 2025.

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

APPROVED this the 23rd day of October, 2025.

_____
Mayor of the City of Huntsville,
Alabama

SPECIAL EMPLOYEE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND DIANA CRAWFORD

STATE OF ALABAMA)
COUNTY OF MADISON)

SPECIAL EMPLOYEE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND DIANA CRAWFORD

THIS AGREEMENT is made and entered into on the 23rd day of October 2025 by and between Diana Crawford, an individual, ("Crawford") 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. Crawford shall be employed by the City of Huntsville as a Special Employee in the Police Department, and shall be classified as a "Special" Employee under the City's Personnel Policies and Procedures Manual, and shall be under the direct supervision of the Chief of Police, or his designee. Crawford's duties of the position of Special Employee shall include all work described on Attachment "A" attached hereto and incorporated herein by reference.

2. In consideration of the services rendered hereunder, the City shall pay Crawford at the rate of $25.00 per hour not to exceed an average of twenty-nine (29) hours per week, with the total sum not to exceed $39,000 per year, which shall be paid bi-weekly in accordance with the City's regular payroll processing system. During the term of this agreement, Crawford shall not receive any cost of living adjustment approved by the City Council for all other employees of the City. In addition, Crawford 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. Crawford shall have no authorization to incur any debt or obligation on behalf of the City.

3. The term of this contract shall be for a period of one year commencing on October 23, 2025.

_____
President of the City Council
Of the City of Huntsville, AL
Date: October 23, 2025

4. This contract may be terminated by either party upon thirty (30) days written notice being provided to the other party.

5. Except as specified herein, Crawford shall be subject to all Policies applicable to part-time employees of the City of Huntsville.

6. Crawford acknowledges that confidential information may be made available to her in connection with her work pursuant to this agreement. Crawford agrees not to disclose the confidential information to any third party, except as it relates to law enforcement activities or prosecution of offenders, at any time following execution of this agreement. This clause shall survive the termination of this agreement.

7. This agreement constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

_____
Diana Crawford, an Individual

CITY OF HUNTSVILLE, ALABAMA
a municipal corporation

BY: _____
Tommy Battle
ITS: Mayor

ATTEST:

BY: _____
Shaundrika Edwards
ITS: City Clerk

Exhibit A

Public Safety Dispatcher

Job Specifications and Duties

General Purpose

This is specialized communications work in receiving and dispatching accurate information on an assigned shift to appropriate personnel. Positions in this class are employed in both police and fire communications and dispatch personnel based on 7 digit calls and 911 calls.

Class Characteristics

This position reports to the Police Chief and/or designated appointee. The Public Safety Dispatcher will work closely with the Public Safety Shift Supervisors and the Communications Sergeant to help dispatch call to police officers, answer emergency, and non-emergency phone lines while working at the 911 Center.

Essential Functions

- Receives and prioritizes calls and complaints from the public concerning crimes, fires and emergencies; questions the caller to determine the nature of the problem; enters information into CAD System verifying the location and determining the appropriate responder.
- Dispatches personnel and appropriate equipment to scene of emergency while maintaining radio contact, scans status charts and computer screen to determine units available; dispatches appropriate equipment in response for services and in accordance with established procedures.
- Broadcasts orders to police and other emergency units in vicinity to investigate complaints and relay instructions or questions from other units; determines type and nature of personnel and equipment needed; maintains verbal contact with caller for the purpose of updating in-progress calls and continually updates responding units.
- Maintains contact with units on assignments and those not on assignments; maintains status and location of all units using a computer aided dispatch system.
- Enters, updates, and retrieves information from computer systems; monitors multiple radio frequencies simultaneously; answers non-emergency calls for assistance; provides assistance in receiving and processing 911 emergency calls for all other fire, medical, and law enforcement agencies within Madison County.
- Maintains log of all radio transmissions as to time, duration, and message; relays general information to the public and refers callers to proper offices; performs follow-up on dispatches.
- Maintains contact with units on assignment as well as those not on assignments; maintains status and locations of all units using a computer aided dispatch system. Enters, updates and retrieves information from computer systems.
- Monitors multiple radio frequencies simultaneously; answers non-emergency calls for assistance.

- Performs historical data and background searches in order to safeguard the responding emergency personnel and citizens.
- Performs call taker duties consisting of receiving detailed information from citizens requesting police or other emergency service, entering this information into the CAD system, processing this information, and giving any applicable instructions to the citizen.
- Performs demonstrations and provide explanations for visiting dignitaries, citizen groups, and potential customers of the CAD System.
- Uses a wide variety of resource materials to aid police officers and firefighters in the field such as city and telephone directories, law enforcement directory, street location guide and hazardous materials chemical book.
- Operates a variety of computerized communications equipment including radio console, telephones and dispatch system; provides assistance in receiving and processing 911 emergency calls for all other fire, medical and law enforcement agencies within Madison County.
- Requires regular and prompt attendance plus the ability to work well with others and work well as a team.

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** 2025-1009

Department: Urban Development

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

Resolution authorizing the City of Huntsville to acquire and/or condemn certain parcels of property, easements and temporary construction easements, for the Swancott Road Improvements Project.

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

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** TMP-6152

Department: Urban Development

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

Resolution authorizing the City of Huntsville to acquire and/or condemn certain parcels of property, easements and temporary construction easements, for the Swancott Road Improvements Project.

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: Swancott Road
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, a municipal corporation within the State of Alabama, as follows:

1. That, in the judgment and opinion of the City Council of the City of Huntsville, it is in the public interest and necessary and expedient that the City of Huntsville acquire and/or condemn certain fee simple parcels, permanent easements, and temporary construction easements on, over, under, across and upon the following described parcels of land, to include any and all revisions or amendments to the acquisitions under the project plans, viz:

> See Exhibits "A-1" through "H-2" which are attached hereto and incorporated herein, a copy of each being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama. A corresponding drawing depicting each parcel follows the parcel description(s) for each respective tract.

2. That the obtainment of the foregoing easements is necessary for the Swancott Road Improvements Project, which is in the best interests of the citizens of the City of Huntsville in that the same will contribute to the health and general welfare of the citizens of Huntsville.

3. That the Mayor of the City of Huntsville be, and he is hereby, authorized, empowered and directed to cause the above-described parcels to be appraised in accordance with Section 18-1A–21 of the Code of Alabama, as amended, to determine the amount that would constitute just compensation for their respective taking.

4. That the Mayor of the City of Huntsville be, and he is further, authorized, empowered and directed to attempt to acquire the above-described easements for the City for the aforesaid purpose at a fair and reasonable price in accordance with Section 18-1A-22 of the Code of Alabama, as amended.

5. That in case of failure to acquire any of the said easements for the purpose aforesaid by voluntary conveyance from the owner or owners thereof, the Mayor is hereby authorized to engage Samuel H. Givhan, Attorney at Law, and the law firm of Lanier Ford Shaver & Payne P.C., to file a condemnation action and conduct condemnation proceedings on behalf of the City of Huntsville for the acquisition of said easements by the exercise of the right of eminent domain.

6. Any prior acts taken by the administration toward the acquisition of the easements pursuant to the eminent domain code are hereby ratified and affirmed.

ADOPTED this the 23rd day of October, 2025.

_____
President of the City Council
City of Huntsville, Alabama

APPROVED this the 23rd day of October, 2025.

_____
Tommy Battle
Mayor of the City of Huntsville, Alabama

EXHIBIT "A-1"

TRACT NO. 1

RIGHT OF WAY

STATE OF ALABAMA)
LIMESTONE COUNTY)

A LOT OR PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 3 WEST LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF COMMON AREA 1 OF THE FINAL PLAT OF HERITAGE PARK PHASE 1 AT GREENBRIER PRESERVE AS RECORDED IN PLAT BOOK L PAGE 213-215 IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA, THENCE, NORTH 07 DEGREES 53 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 19.15 FEET TO THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING, NORTH 88 DEGREES 41 MINUTES 18 SECONDS WEST FOR A DISTANCE OF 988.20 FEET TO A POINT; THENCE, NORTH 46 DEGREES 37 MINUTES 10 SECONDS EAST FOR A DISTANCE OF 14.22 FEET TO A POINT; THENCE, SOUTH 88 DEGREES 41 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 979.25 FEET TO A POINT; THENCE SOUTH 07 DEGREES 53 MINUTES 30 SECONDS WEST A DISTANCE OF 10.07 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.23 ACRES, MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT #1

STATE OF ALABAMA)
LIMESTONE COUNTY)

TEMPORARY CONSTRUCTION EASEMENT #1

A LOT OR PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 3 WEST LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF COMMON AREA 1 OF THE FINAL PLAT OF HERITAGE PARK PHASE 1 AT GREENBRIER PRESERVE AS RECORDED IN PLAT BOOK L PAGE 213-215 IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA; THENCE, SOUTH 07 DEGREES 53 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 8.82 FEET TO A POINT; THENCE NORTH 88 DEGREES 41 MINUTES 27 SECONDS WEST FOR A DISTANCE OF 100.35 FEET TO A POINT; THENCE, NORTH 01 DEGREE 18 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 8.96 FEET TO A POINT; THENCE, NORTH 88 DEGREES 34 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 901.85 FEET TO A POINT; SOUTH 46 DEGREES 37 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 44.17 FEET TO THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING, SOUTH 01 DEGREE 39 MINUTES 22 SECONDS WEST FOR A DISTANCE OF 63.66 FEET TO A POINT; THENCE, NORTH 88 DEGREES 20 MINUTES 38 SECONDS WEST FOR A DISTANCE OF 16.98 FEET TO A POINT; THENCE, NORTH 01 DEGREE 41 MINUTES 23 SECONDS EAST FOR A DISTANCE OF 46.68 FEET TO A CMF (BUSTED); THENCE NORTH 46 DEGREES 37 MINUTES 10 SECONDS EAST A DISTANCE OF 23.99 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 ACRES, MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT #2

STATE OF ALABAMA)
LIMESTONE COUNTY)

TEMPORARY CONSTRUCTION EASEMENT #2

A LOT OR PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 3 WEST LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF TRACT 2 OF THE FINAL PLAT OF HERITAGE PARK PHASE 1 AT GREENBRIER PRESERVE AS RECORDED IN PLAT BOOK L PAGE 213-215 IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA, THENCE, SOUTH 07 DEGREES 53 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 8.82 FEET TO A POINT; THENCE, NORTH 88 DEGREES 41 MINUTES 27 SECONDS WEST FOR A DISTANCE OF 100.35 FEET TO A POINT; THENCE, NORTH 01 DEGREES 18 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 8.96 FEET TO A POINT; THENCE, NORTH 88 DEGREES 34 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 901.85 FEET TO A POINT; THENCE, NORTH 46 DEGREES 37 MINUTES 10 SECONDS EAST FOR A DISTANCE OF 24.18 FEET TO A POINT; THENCE, SOUTH 88 DEGREES 41 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 988.20 FEET TO A POINT; THENCE SOUTH 07 DEGREES 53 MINUTES 30 SECONDS WEST A DISTANCE OF 19.11 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.43 ACRES, MORE OR LESS.

SURVEYOR CERTIFICATION

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

ACCORDING TO THIS SURVEY, UNDER MY SUPERVISION, THIS THE 18TH DAY OF FEBRUARY, 2025.

ALABAMA LICENSED No. 35345 PROFESSIONAL LAND SURVEYOR ANTHONY S MANARY

ANTHONY SCOTT MANARY PLS #35345

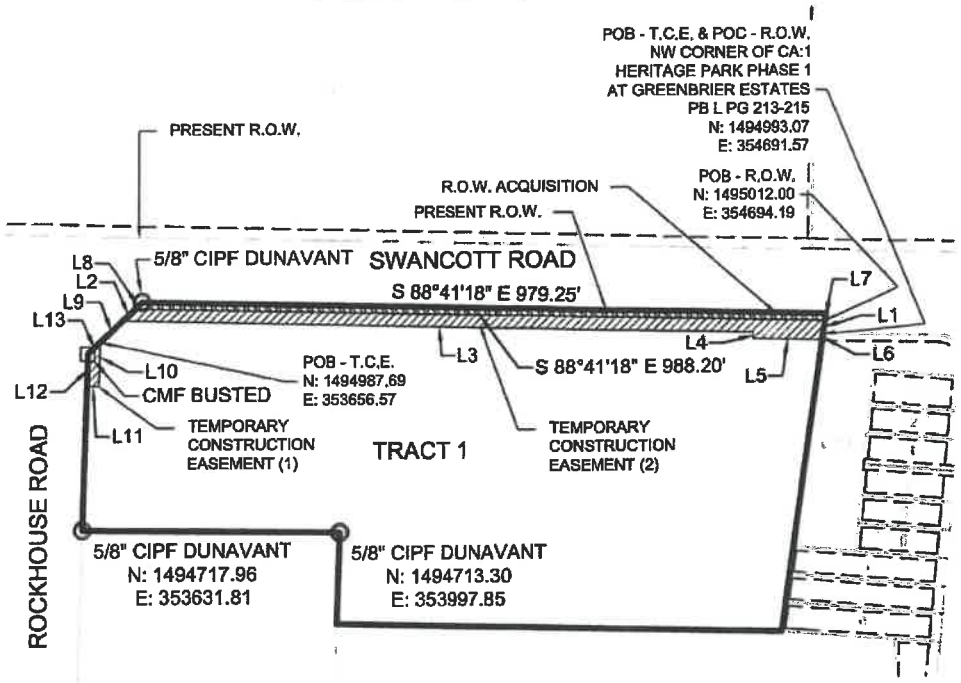
REVISED: 08.29.25

DRAWN BY: ANB	ACQUISITION EXHIBIT
FIELD CREW: BJ	SWANCOTT ROAD WIDENING
FIELD DATE: 10.31.24	SWANCOTT ROAD IMPROVEMENTS
OFFICE DATE: 2.18.25	BETWEEN ROCKHOUSE RD AND RABBIT LN
CHECKED BY: ASM	SECTION 15, TOWNSHIP 5 SOUTH, RANGE 3 WEST
SHEET: 1 OF 2	
JOB NO: 23-022	

2 THE POINT INCORPORATED

EXHIBIT "A-2"

TRACT NO. 1



THIS DOCUMENT WAS PREPARED FROM PLAN MEASUREMENTS AND CALCULATIONS USING TAX MAPS, SOURCE DEEDS, MONUMENTATION AND OTHER AVAILABLE DATA FOR THE PURPOSE OF PROPERTY ACQUISITION. NO BOUNDARY SURVEY WAS PERFORMED ON INDIVIDUAL GRANTOR'S PROPERTIES

LEGEND

○	PROPERTY CORNER FOUND
□	CONCRETE MONUMENT FOUND
- - - -	ADJOINER PROPERTY LINE
———	SUBJECT PROPERTY LINE
— — —	PUBLIC UTILITY & DRAINAGE ESMN T

ABBREVIATIONS

CIPF	CAPPED IRON PIN FOUND
IPF	IRON PIN FOUND
R O W	RIGHT-OF-WAY
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
T C E	TEMPORARY CONSTRUCTION EASEMENT

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. SUBJECT TO ANY EASEMENTS, RESTRICTIONS OR RIGHTS-OF-WAY WHICH MAY OR MAY NOT BE OF RECORD.

HATCH LEGEND

ACQUIRED RIGHT-OF-WAY

ACQUIRED TEMPORARY CONSTRUCTION EASEMENT

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	S 7°53'30" W	19.11'
L2	N 46°37'10" E	24.18'
L3	N 88°34'32" W	901.85'
L4	N 1°18'28" E	6.96'
L5	N 88°41'27" W	100.35'
L6	S 7°53'30" W	6.82'
L7	S 7°53'30" W	10.07'
L8	N 46°37'10" E	14.22'
L9	S 46°37'10" W	44.17'
L10	N 1°39'22" E	63.66'
L11	S 88°20'38" E	16.98'
L12	S 1°41'23" W	46.68'
L13	S 46°37'10" W	23.99'

SWANCOTT ROAD ACQUISITION

TRACT NUMBER: 1
OWNER: ROBERT E. HARGRAVE FAMILY TRUST C/O TAMMY MANNING AND JEFFREY RANDOLPH, TRUSTEES
PARCEL NO: 18 05 15 0 000 006.000

TOTAL AC±	APPROXIMATE 9.62 AC.±
R.O.W. ACQUIRED:	(9,837 SQ. FT.) 0.23 AC.±
T.C.E. ACQUIRED (#1):	(936 SQ. FT.) 0.02 AC.±
T.C.E. ACQUIRED (#2):	(18,820 SQ. FT.) 0.43 AC.±
REMAINDER:	APPROXIMATE 9.39 AC.±

VICINITY MAP
(NOT TO SCALE)

REVISED: 08.29.25

DRAWN BY: ANB	ACQUISITION EXHIBIT
FIELD CREW: BJ	SWANCOTT ROAD WIDENING
FIELD DATE: 10.31.24	SWANCOTT ROAD IMPROVEMENTS
OFFICE DATE: 2.18.25	BETWEEN ROCKHOUSE RD AND RABBIT LN
CHECKED BY: ASM	SECTION 15, TOWNSHIP 5 SOUTH, RANGE 3 WEST
SHEET: 2 OF 2	
JOB NO: 23-022	

2 THE POINT INCORPORATED

EXHIBIT "B-1"

TRACT NO. 2

RIGHT OF WAY #1

STATE OF ALABAMA)
LIMESTONE COUNTY)

A LOT OR PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 3 WEST LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF COMMON AREA 2 OF THE FINAL PLAT OF MAPLE GROVE PHASE 1 AT GREENBRIER PRESERVE AS RECORDED IN PLAT BOOK L PAGE 251 IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA, THENCE, NORTH 07 DEGREES 53 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 30.07 FEET TO A POINT; THENCE, SOUTH 88 DEGREES 41 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 25.23 FEET TO A 5/8" CAPPED IRON PIN (DUNAVANT); THENCE, SOUTH 07 DEGREES 53 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 30.12 FEET TO A POINT; THENCE NORTH 88 DEGREES 34 MINUTES 32 SECONDS WEST A DISTANCE OF 25.22 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 ACRES, MORE OR LESS.

RIGHT OF WAY #2

STATE OF ALABAMA)
LIMESTONE COUNTY)

A LOT OR PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 3 WEST LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF COMMON AREA 2 OF THE FINAL PLAT OF MAPLE GROVE PHASE 1 AT GREENBRIER PRESERVE AS RECORDED IN PLAT BOOK L PAGE 251 IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA, THENCE NORTH 07 DEGREES 53 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 30.07 FEET TO A POINT; THENCE SOUTH 88 DEGREES 41 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 25.23 FEET TO A 5/8" CAPPED IRON PIN (DUNAVANT); THENCE SOUTH 88 DEGREES 39 MINUTES 07 SECONDS EAST FOR A DISTANCE OF 122.33 FEET TO A 5/8" CAPPED IRON PIN (DUNAVANT); THENCE SOUTH 88 DEGREES 33 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 380.15 FEET TO A 5/8" CAPPED IRON PIN (DUNAVANT) AND THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING, SOUTH 88 DEGREES 29 MINUTES 56 SECONDS EAST FOR A DISTANCE OF 113.00 FEET TO A 5/8" CAPPED IRON PIN (DUNAVANT); THENCE, SOUTH 01 DEGREES 27 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 29.88 FEET TO A POINT; THENCE, NORTH 88 DEGREES 34 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 112.93 FEET TO A POINT; THENCE NORTH 01 DEGREES 19 MINUTES 49 SECONDS EAST A DISTANCE OF 30.03 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.08 ACRES, MORE OR LESS.

SURVEYOR CERTIFICATION

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

ACCORDING TO THIS SURVEY, UNDER MY SUPERVISION, THIS THE

18TH DAY OF FEBRUARY , 2025

ANTHONY SCOTT MANARY PLS #35345

ALABAMA LICENSED No. 35345 PROFESSIONAL LAND SURVEYOR ANTHONY S. MANARY

REVISED: 08.18.25

DRAWN BY: ANB	ACQUISITION EXHIBIT
FIELD CREW: BJ	SWANCOTT ROAD WIDENING
FIELD DATE: 10.31.24	SWANCOTT ROAD IMPROVEMENTS
OFFICE DATE: 2.18.25	BETWEEN ROCKHOUSE RD AND RABBIT LN
CHECKED BY: ASM	SECTION 15, TOWNSHIP 5 SOUTH, RANGE 3 WEST
SHEET: 1 OF 4	2ND POINT INCORPORATED
JOB NO: 23-022	

EXHIBIT "B-2"

TRACT NO. 2

TEMPORARY CONSTRUCTION EASEMENT #1

STATE OF ALABAMA)
LIMESTONE COUNTY)

TEMPORARY CONSTRUCTION EASEMENT #1

A LOT OR PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 3 WEST LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF TRACT 1 OF THE FINAL PLAT OF HERITAGE PARK PHASE 1 AT GREENBRIER PRESERVE AS RECORDED IN PLAT BOOK L PAGE 213-215 IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA, THENCE, SOUTH 88 DEGREES 34 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 25.22 FEET TO A POINT; THENCE, SOUTH 07 DEGREES 53 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 14.38 FEET TO A POINT; THENCE, NORTH 88 DEGREES 35 MINUTES 55 SECONDS WEST FOR A DISTANCE OF 25.23 FEET TO A POINT; THENCE NORTH 07 DEGREES 53 MINUTES 44 SECONDS EAST A DISTANCE OF 14.39 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 ACRES, MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT #2

STATE OF ALABAMA)
LIMESTONE COUNTY)

TEMPORARY CONSTRUCTION EASEMENT #2

A LOT OR PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 3 WEST LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF COMMON AREA 2 OF THE FINAL PLAT OF MAPLE GROVE PHASE 1 AT GREENBRIER PRESERVE AS RECORDED IN PLAT BOOK L PAGE 251-252 IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA, THENCE NORTH 07 DEGREES 53 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 30.07 FEET TO A POINT; THENCE SOUTH 88 DEGREES 41 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 25.23 FEET TO A 5/8" CAPPED IRON PIN (DUNAVANT); THENCE SOUTH 88 DEGREES 39 MINUTES 07 SECONDS EAST FOR A DISTANCE OF 122.33 FEET TO A 5/8" CAPPED IRON PIN (DUNAVANT); THENCE SOUTH 88 DEGREES 33 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 380.15 FEET TO A 5/8" CAPPED IRON PIN (DUNAVANT); THENCE SOUTH 01 DEGREE 19 MINUTES 49 SECONDS WEST A DISTANCE OF 30.03 FEET TO THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING, SOUTH 88 DEGREES 34 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 112.93 FEET TO A POINT; THENCE, SOUTH 01 DEGREES 27 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 19.99 FEET TO A POINT; THENCE, NORTH 88 DEGREES 33 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 112.88 FEET TO A POINT; THENCE NORTH 01 DEGREES 19 MINUTES 49 SECONDS EAST A DISTANCE OF 19.97 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.05 ACRES, MORE OR LESS.

SURVEYOR CERTIFICATION

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

ACCORDING TO THIS SURVEY, UNDER MY SUPERVISION, THIS THE

18TH DAY OF FEBRUARY , 2025

ANTHONY SCOTT MANARY PLS #35345

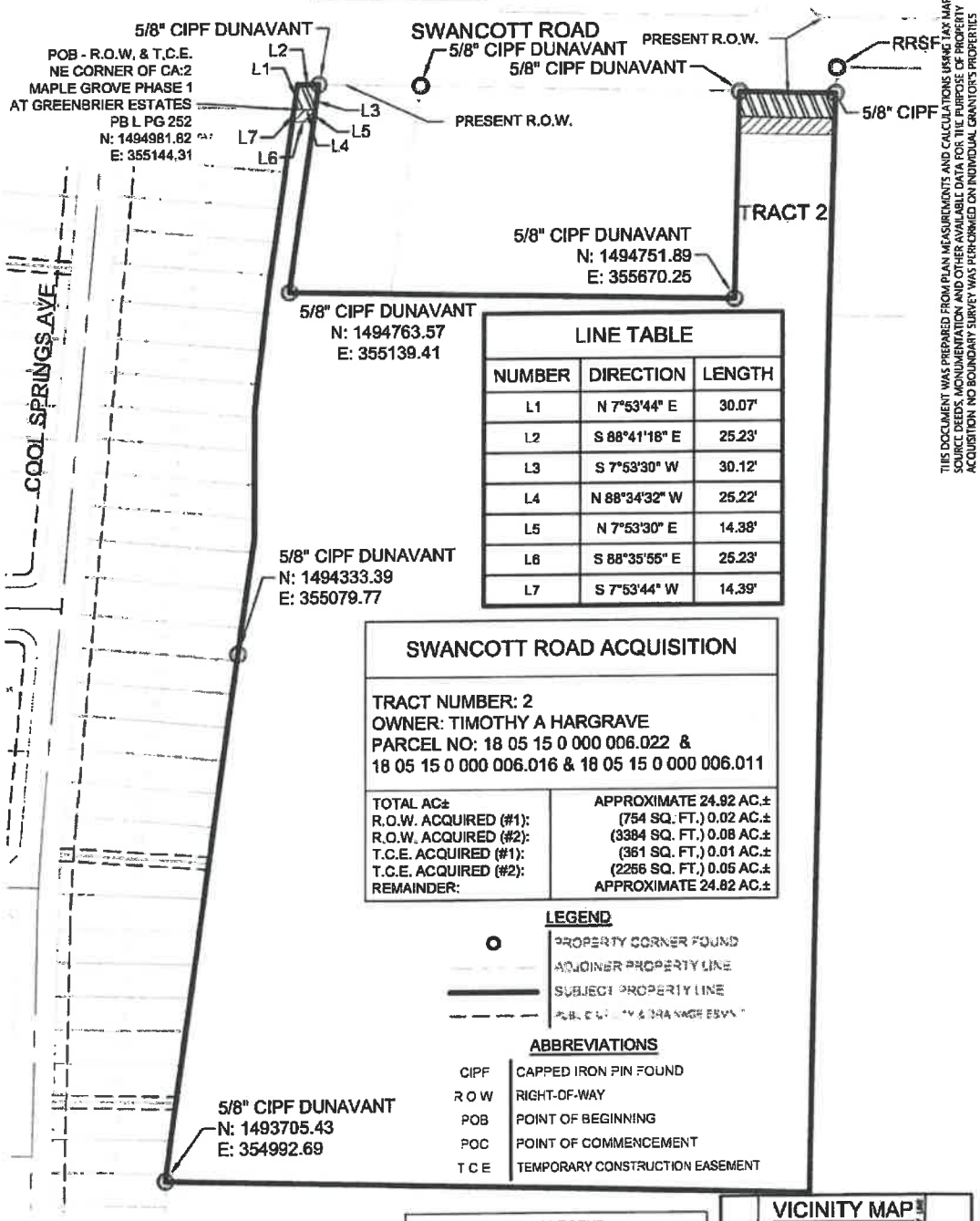
ALABAMA LICENSED No. 35345 PROFESSIONAL LAND SURVEYOR ANTHONY S MANARY

REVISED: 08.18.25

DRAWN BY: ANB	ACQUISITION EXHIBIT	2 THE POINT INCORPORATED
FIELD CREW: BJ	SWANCOTT ROAD WIDENING	
FIELD DATE: 10.31.24	SWANCOTT ROAD IMPROVEMENTS	
OFFICE DATE: 2.18.25	BETWEEN ROCKHOUSE RD AND RABBIT LN	
CHECKED BY: ASM	SECTION 15, TOWNSHIP 5 SOUTH, RANGE 3 WEST	
SHEET: 2 OF 4		
JOB NO: 23-022		

EXHIBIT "B-3"

TRACT NO. 2



THIS DOCUMENT WAS PREPARED FROM PLAN MEASUREMENTS AND CALCULATIONS USING TAX MAPS, SOURCE DEEDS, MONUMENTATION AND OTHER AVAILABLE DATA FOR THE PURPOSE OF PROPERTY ACQUISITION. NO BOUNDARY SURVEY WAS PERFORMED ON INDIVIDUAL GRANTOR'S PROPERTIES

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	N 7°53'44" E	30.07'
L2	S 88°41'18" E	25.23'
L3	S 7°53'30" W	30.12'
L4	N 88°34'32" W	25.22'
L5	N 7°53'30" E	14.38'
L6	S 88°35'55" E	25.23'
L7	S 7°53'44" W	14.39'

SWANCOTT ROAD ACQUISITION

TRACT NUMBER: 2
OWNER: TIMOTHY A HARGRAVE
PARCEL NO: 18 05 15 0 000 006.022 &
18 05 15 0 000 006.016 & 18 05 15 0 000 006.011

TOTAL AC±	APPROXIMATE 24.92 AC.±
R.O.W. ACQUIRED (#1):	(754 SQ. FT.) 0.02 AC.±
R.O.W. ACQUIRED (#2):	(3384 SQ. FT.) 0.08 AC.±
T.C.E. ACQUIRED (#1):	(361 SQ. FT.) 0.01 AC.±
T.C.E. ACQUIRED (#2):	(2256 SQ. FT.) 0.05 AC.±
REMAINDER:	APPROXIMATE 24.82 AC.±

LEGEND

- PROPERTY CORNER FOUND
- ADJOINER PROPERTY LINE
- SUBJECT PROPERTY LINE
- PUBLIC UTILITY & DRAINAGE ESMT.

ABBREVIATIONS

CIPF	CAPPED IRON PIN FOUND
R O W	RIGHT-OF-WAY
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
T C E	TEMPORARY CONSTRUCTION EASEMENT

HATCH LEGEND

- ACQUIRED RIGHT-OF-WAY
- ACQUIRED TEMPORARY CONSTRUCTION EASEMENT

0 150' 300'

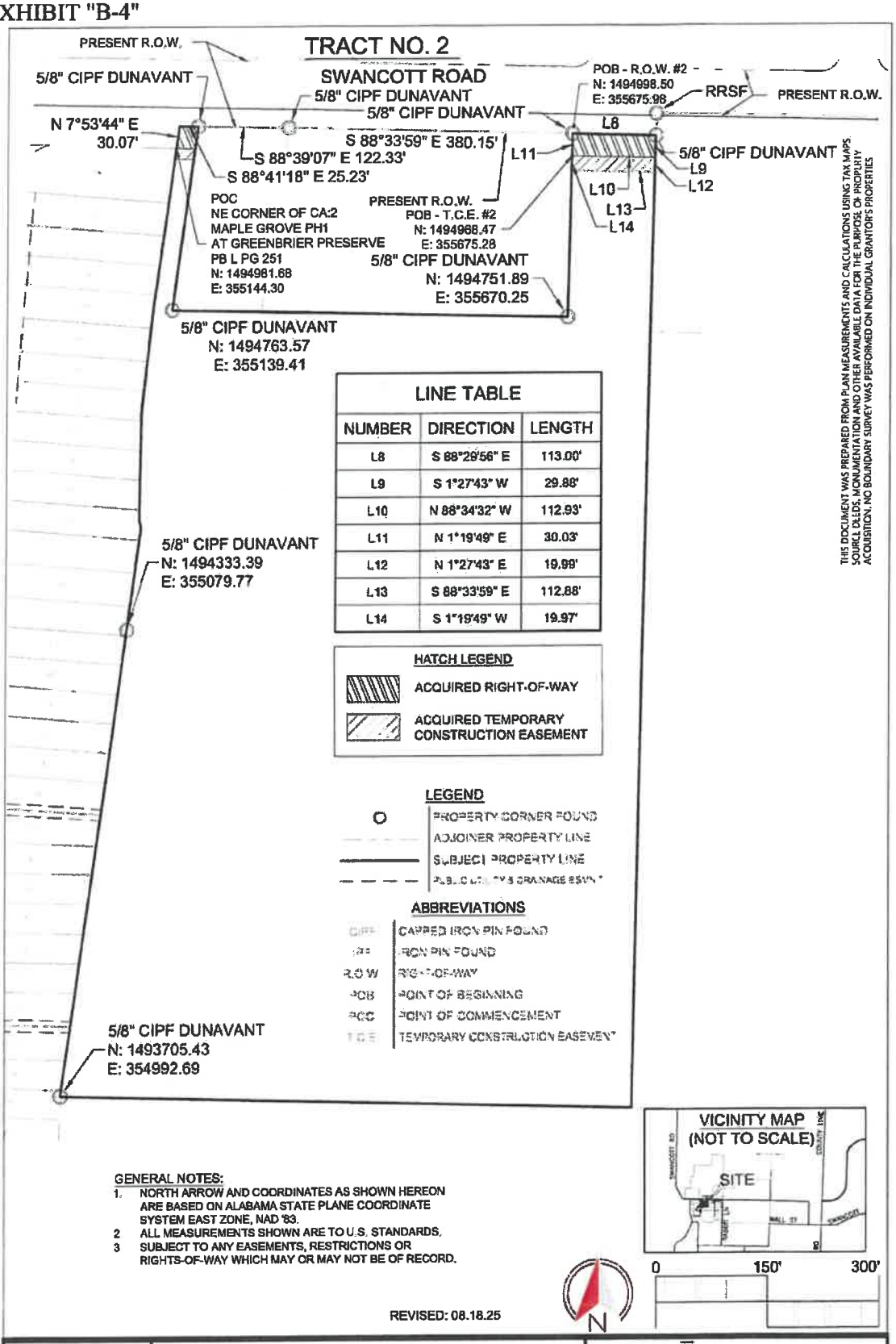
GENERAL NOTES:

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. SUBJECT TO ANY EASEMENTS, RESTRICTIONS OR RIGHTS-OF-WAY WHICH MAY OR MAY NOT BE OF RECORD.

REVISED: 08.18.25

DRAWN BY: ANB	ACQUISITION EXHIBIT
FIELD CREW: BJ	SWANCOTT ROAD WIDENING
FIELD DATE: 10.31.24	SWANCOTT ROAD IMPROVEMENTS
OFFICE DATE: 2.18.25	BETWEEN ROCKHOUSE RD AND RABBIT LN
CHECKED BY: ASM	SECTION 15, TOWNSHIP 5 SOUTH, RANGE 3 WEST
SHEET: 3 OF 4	2 THE POINT INCORPORATED
JOB NO: 23-022	

EXHIBIT "B-4"



LINE TABLE		
NUMBER	DIRECTION	LENGTH
L8	S 88°29'56" E	113.00'
L9	S 1°27'43" W	29.88'
L10	N 88°34'32" W	112.93'
L11	N 1°19'49" E	30.03'
L12	N 1°27'43" E	19.99'
L13	S 88°33'59" E	112.88'
L14	S 1°19'49" W	19.97'

HATCH LEGEND

ACQUIRED RIGHT-OF-WAY

ACQUIRED TEMPORARY CONSTRUCTION EASEMENT

LEGEND

O	PROPERTY CORNER FOUND
	ADJOINER PROPERTY LINE
	SUBJECT PROPERTY LINE
	PUBLIC UTILITY & DRAINAGE ESMT

ABBREVIATIONS

CIPF	CAPPED IRON PIN FOUND
IPF	IRON PIN FOUND
R.O.W.	RIGHT-OF-WAY
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
T.C.E.	TEMPORARY CONSTRUCTION EASEMENT

VICINITY MAP
(NOT TO SCALE)

0 150' 300'

N

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. SUBJECT TO ANY EASEMENTS, RESTRICTIONS OR RIGHTS-OF-WAY WHICH MAY OR MAY NOT BE OF RECORD.

REVISED: 08.18.25

DRAWN BY: ANB	ACQUISITION EXHIBIT
FIELD CREW: BJ	SWANCOTT ROAD WIDENING
FIELD DATE: 10.31.24	SWANCOTT ROAD IMPROVEMENTS
OFFICE DATE: 2.18.25	BETWEEN ROCKHOUSE RD AND RABBIT LN
CHECKED BY: ASM	SECTION 15, TOWNSHIP 5 SOUTH, RANGE 3 WEST
SHEET: 4 OF 4	2 THE POINT INCORPORATED
JOB NO: 23-022	

EXHIBIT "C-1"

TRACT NO. 3

RIGHT OF WAY

STATE OF ALABAMA)
LIMESTONE COUNTY)

A LOT OR PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 3 WEST LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF TRACT 1 OF THE FINAL PLAT OF HERITAGE PARK PHASE 1 AT GREENBRIER PRESERVE AS RECORDED IN PLAT BOOK L PAGE 213-215 IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA, THENCE NORTH 07 DEGREES 53 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 30.07 FEET TO A POINT, THENCE, SOUTH 88 DEGREES 41 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 25.23 FEET TO 5/8" CAPPED IRON PIN (DUNAVANT) AND THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING, THENCE, SOUTH 88 DEGREES 39 MINUTES 07 SECONDS EAST FOR A DISTANCE OF 122.33 FEET TO A TO A 5/8" CAPPED IRON PIN (DUNAVANT); THENCE, SOUTH 08 DEGREES 15 MINUTES 19 SECONDS WEST FOR A DISTANCE OF 30.31 FEET TO A POINT; THENCE, NORTH 88 DEGREES 34 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 122.12 FEET TO A POINT; THENCE NORTH 07 DEGREES 53 MINUTES 30 SECONDS EAST A DISTANCE OF 30.12 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.08 ACRES, MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT

STATE OF ALABAMA)
LIMESTONE COUNTY)

TEMPORARY CONSTRUCTION EASEMENT

A LOT OR PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 3 WEST LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF TRACT 1 OF THE FINAL PLAT OF HERITAGE PARK PHASE 1 AT GREENBRIER PRESERVE AS RECORDED IN PLAT BOOK L PAGE 213-215 IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA, THENCE NORTH 07 DEGREES 53 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 30.07 FEET TO A POINT, THENCE, SOUTH 88 DEGREES 41 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 25.23 FEET TO 5/8" CAPPED IRON PIN (DUNAVANT); THENCE, SOUTH 07 DEGREES 53 MINUTES 30 SECONDS WEST A DISTANCE OF 30.12 FEET TO THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING, SOUTH 88 DEGREES 34 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 122.12 FEET TO A POINT; THENCE, SOUTH 08 DEGREES 15 MINUTES 19 SECONDS WEST FOR A DISTANCE OF 14.34 FEET TO A POINT; THENCE, NORTH 88 DEGREES 35 MINUTES 55 SECONDS WEST FOR A DISTANCE OF 122.03 FEET TO A POINT; THENCE NORTH 07 DEGREES 53 MINUTES 30 SECONDS EAST A DISTANCE OF 14.38 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.04 ACRES, MORE OR LESS.

SURVEYOR CERTIFICATION

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

ACCORDING TO THIS SURVEY, UNDER MY SUPERVISION, THIS THE

18TH DAY OF FEBRUARY , 2025

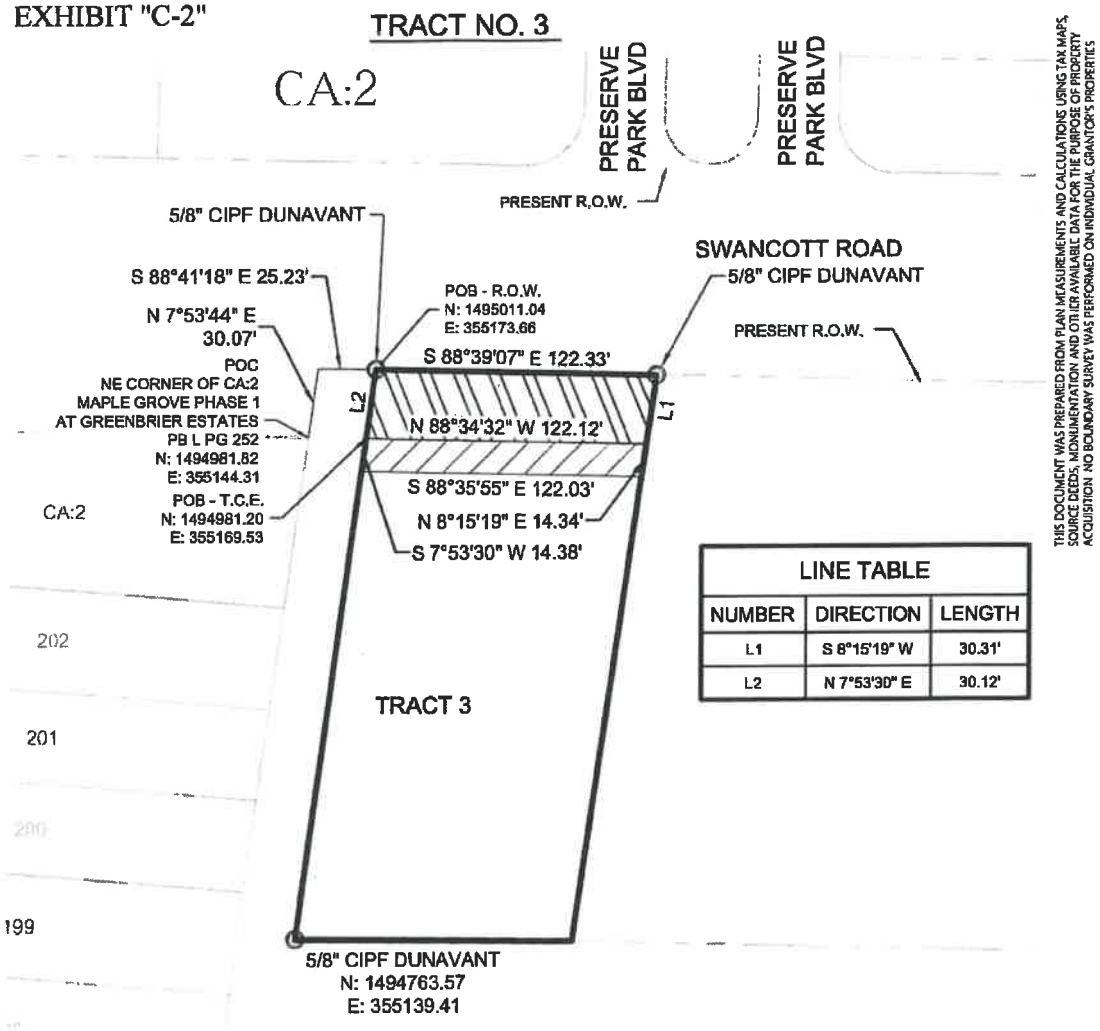
ANTHONY SCOTT MANARY PLS #35345

ALABAMA LICENSED No. 35345 PROFESSIONAL LAND SURVEYOR ANTHONY S MANARY

REVISED: 08.18.25

DRAWN BY: ANB	ACQUISITION EXHIBIT
FIELD CREW: BJ	SWANCOTT ROAD WIDENING
FIELD DATE: 10.31.24	SWANCOTT ROAD IMPROVEMENTS
OFFICE DATE: 2.18.25	BETWEEN ROCKHOUSE RD AND RABBIT LN
CHECKED BY: ASM	SECTION 15, TOWNSHIP 5 SOUTH, RANGE 3 WEST
SHEET: 1 OF 2	2 THE POINT INCORPORATED
JOB NO: 23-022	

EXHIBIT "C-2"



THIS DOCUMENT WAS PREPARED FROM PLAN MEASUREMENTS AND CALCULATIONS USING TAX MAPS, SOURCE DEEDS, MONUMENTATION AND OTHER AVAILABLE DATA FOR THE PURPOSE OF PROPERTY ACQUISITION. NO BOUNDARY SURVEY WAS PERFORMED ON INDIVIDUAL GRANTOR'S PROPERTIES

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	S 8°15'19" W	30.31'
L2	N 7°53'30" E	30.12'

HATCH LEGEND

- ACQUIRED RIGHT-OF-WAY
- ACQUIRED TEMPORARY CONSTRUCTION EASEMENT

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. SUBJECT TO ANY EASEMENTS, RESTRICTIONS OR RIGHTS-OF-WAY WHICH MAY OR MAY NOT BE OF RECORD.

LEGEND

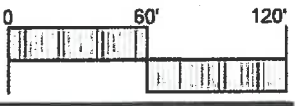
- PROPERTY CORNER FOUND
- ADJOINER PROPERTY LINE
- SUBJECT PROPERTY LINE
- PUBLIC UTILITY & DRAINAGE EASEMENT

ABBREVIATIONS

CIPF	CAPPED IRON PIN FOUND
IPF	IRON PIN FOUND
R.O.W.	RIGHT-OF-WAY
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
T.C.E.	TEMPORARY CONSTRUCTION EASEMENT

VICINITY MAP
(NOT TO SCALE)

SWANCOTT ROAD ACQUISITION	
TRACT NUMBER: 3 OWNER: SHARON DALY PARCEL NO: 18 05 15 0 000 006.012	
TOTAL AC± R.O.W. ACQUIRED: T.C.E. ACQUIRED: REMAINDER:	APPROXIMATE 2.10 AC.± (3668 SQ. FT.) 0.08 AC.± (1742 SQ. FT.) 0.04 AC.± APPROXIMATE 2.02 AC.±



REVISED: 08.18.25

DRAWN BY: ANB	ACQUISITION EXHIBIT
FIELD CREW: BJ	SWANCOTT ROAD WIDENING
FIELD DATE: 10.31.24	SWANCOTT ROAD IMPROVEMENTS
OFFICE DATE: 2.18.25	BETWEEN ROCKHOUSE RD AND RABBIT LN
CHECKED BY: ASM	SECTION 15, TOWNSHIP 5 SOUTH, RANGE 3 WEST
SHEET: 2 OF 2	2 THE POINT INCORPORATED
JOB NO: 23-022	

EXHIBIT "D-1"

TRACT NO. 4

RIGHT OF WAY

STATE OF ALABAMA)
LIMESTONE COUNTY)

A LOT OR PARCEL OF LAND LOCATED IN THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 3 WEST LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF TRACT 1 OF THE FINAL PLAT OF HERITAGE PARK PHASE 1 AT GREENBRIER PRESERVE AS RECORDED IN PLAT BOOK L PAGE 213-215 IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA, THENCE NORTH 07 DEGREES 53 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 30.07 FEET TO A POINT; THENCE, SOUTH 88 DEGREES 41 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 25.23 FEET TO A POINT; SOUTH 88 DEGREES 39 MINUTES 07 SECONDS EAST FOR A DISTANCE OF 122.33 FEET TO A 5/8" CAPPED IRON PIN (DUNAVANT) AND THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING, SOUTH 88 DEGREES 33 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 380.15 FEET TO A 5/8" CAPPED IRON PIN (DUNAVANT); THENCE, SOUTH 01 DEGREES 19 MINUTES 49 SECONDS WEST FOR A DISTANCE OF 30.03 FEET TO A POINT; THENCE, NORTH 88 DEGREES 34 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 383.80 FEET TO A POINT; THENCE NORTH 08 DEGREES 15 MINUTES 19 SECONDS EAST A DISTANCE OF 30.31 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.26 ACRES, MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT

STATE OF ALABAMA)
LIMESTONE COUNTY)

TEMPORARY CONSTRUCTION EASEMENT

A LOT OR PARCEL OF LAND LOCATED IN THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 3 WEST LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF TRACT 1 OF THE FINAL PLAT OF HERITAGE PARK PHASE 1 AT GREENBRIER PRESERVE AS RECORDED IN PLAT BOOK L PAGE 213-215 IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA, THENCE NORTH 07 DEGREES 53 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 30.07 FEET TO A POINT; THENCE, SOUTH 88 DEGREES 41 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 25.23 FEET TO A POINT; SOUTH 88 DEGREES 39 MINUTES 07 SECONDS EAST FOR A DISTANCE OF 122.33 FEET TO A 5/8" CAPPED IRON PIN (DUNAVANT); THENCE SOUTH 08 DEGREES 15 MINUTES 19 SECONDS WEST FOR A DISTANCE OF 30.31 FEET TO THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING, SOUTH 88 DEGREES 34 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 383.80 FEET TO A POINT; THENCE, SOUTH 01 DEGREES 19 MINUTES 49 SECONDS WEST FOR A DISTANCE OF 19.97 FEET TO A POINT; THENCE, NORTH 88 DEGREES 33 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 227.10 FEET TO A POINT; THENCE, NORTH 01 DEGREES 26 MINUTES 01 SECONDS EAST FOR A DISTANCE OF 5.76 FEET TO A POINT; THENCE, NORTH 88 DEGREES 35 MINUTES 55 SECONDS WEST FOR A DISTANCE OF 158.44 FEET TO A POINT; THENCE NORTH 08 DEGREES 15 MINUTES 19 SECONDS EAST A DISTANCE OF 14.34 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.16 ACRES, MORE OR LESS.

SURVEYOR CERTIFICATION

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

ACCORDING TO THIS SURVEY, UNDER MY SUPERVISION, THIS THE 18TH DAY OF FEBRUARY, 2025

ANTHONY SCOTT MANARY PLS #35345

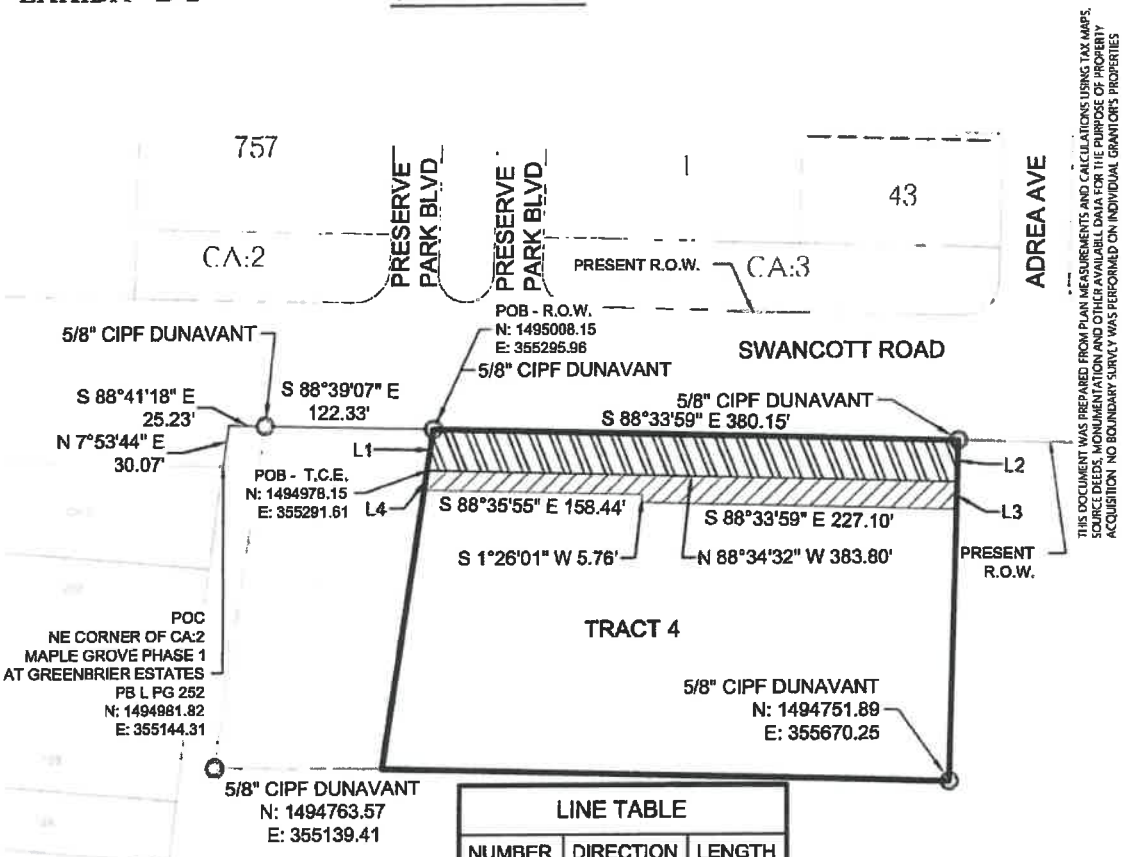
ALABAMA LICENSED No. 35345 PROFESSIONAL LAND SURVEYOR ANTHONY S MANARY

REVISED: 08.18.25

DRAWN BY: ANB	ACQUISITION EXHIBIT	2 THE POINT INCORPORATED
FIELD CREW: BJ	SWANCOTT ROAD WIDENING	
FIELD DATE: 10.31.24	SWANCOTT ROAD IMPROVEMENTS	
OFFICE DATE: 2.18.25	BETWEEN ROCKHOUSE RD AND RABBIT LN	
CHECKED BY: ASM	SECTION 15, TOWNSHIP 5 SOUTH, RANGE 3 WEST	
SHEET: 1 OF 2		
JOB NO: 23-022		

EXHIBIT "D-2"

TRACT NO. 4



LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	N 8°15'19" E	30.31'
L2	S 1°19'49" W	30.03'
L3	N 1°19'49" E	19.97'
L4	S 8°15'19" W	14.34'

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. SUBJECT TO ANY EASEMENTS, RESTRICTIONS OR RIGHTS-OF-WAY WHICH MAY OR MAY NOT BE OF RECORD.

HATCH LEGEND
- ACQUIRED RIGHT-OF-WAY
- ACQUIRED TEMPORARY CONSTRUCTION EASEMENT

LEGEND
- PROPERTY CORNER FOUND
- ADJOINER PROPERTY LINE
- SUBJECT PROPERTY LINE
- PUBLIC UTILITY & DRAINAGE ESMT

ABBREVIATIONS

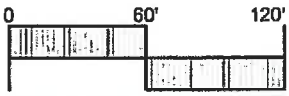
CIPF	CAPPED IRON PIN FOUND
IPF	IRON PIN FOUND
R.O.W.	RIGHT-OF-WAY
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
T.C.E.	TEMPORARY CONSTRUCTION EASEMENT

VICINITY MAP
(NOT TO SCALE)

SWANCOTT ROAD ACQUISITION

TRACT NUMBER: 4
OWNER: GREENBRIER PRESERVE, LLC
PARCEL NO: 18 05 15 0 000 006.023

TOTAL AC±	APPROXIMATE 2.24 AC.±
R.O.W. ACQUIRED:	(11482 SQ. FT.) 0.26 AC.±
T.C.E. ACQUIRED:	(6770 SQ. FT.) 0.16 AC.±
REMAINDER:	APPROXIMATE 1.98 AC.±



REVISED: 08.16.25

DRAWN BY: ANB	ACQUISITION EXHIBIT
FIELD CREW: BJ	SWANCOTT ROAD WIDENING
FIELD DATE: 10.31.24	SWANCOTT ROAD IMPROVEMENTS
OFFICE DATE: 2.18.25	BETWEEN ROCKHOUSE RD AND RABBIT LN
CHECKED BY: ASM	SECTION 15, TOWNSHIP 5 SOUTH, RANGE 3 WEST
SHEET: 2 OF 2	2 THE POINT INCORPORATED
JOB NO: 23-022	

EXHIBIT "E-1"

TRACT NO. 5

RIGHT OF WAY

STATE OF ALABAMA)
LIMESTONE COUNTY)

A LOT OR PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 3 WEST LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF CA:3 OF THE FINAL PLAT OF HERITAGE PARK PHASE 1 AT GREENBRIER PRESERVE AS RECORDED IN PLAT BOOK L PAGE 213-215 IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA; THENCE, NORTH 88 DEGREES 34 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 295.38 FEET TO A POINT; THENCE, NORTH 01 DEGREES 27 MINUTES 43 SECONDS EAST FOR A DISTANCE OF 29.88 FEET TO A 5/8" CAPPED IRON PIN (DUNAVANT); THENCE, SOUTH 88 DEGREES 34 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 295.31 FEET TO A POINT; THENCE SOUTH 01 DEGREES 19 MINUTES 31 SECONDS WEST A DISTANCE OF 29.88 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.20 ACRES MORE OR LESS.

PRESCRIPTIVE RIGHT OF WAY

STATE OF ALABAMA)
LIMESTONE COUNTY)

A LOT OR PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 3 WEST LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CAPPED IRON PIN (2 THE POINT) MARKING THE NORTHWEST CORNER OF CA:3 OF THE FINAL PLAT OF HERITAGE PARK PHASE 1 AT GREENBRIER PRESERVE AS RECORDED IN PLAT BOOK L PAGE 213-215 IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA, THENCE NORTH 01 DEGREE 19 MINUTES 31 SECONDS EAST A DISTANCE OF 19.88 FEET TO THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING, NORTH 88 DEGREES 34 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 295.31 FEET TO A 5/8" CAPPED IRON PIN (DUNAVANT); THENCE, NORTH 01 DEGREES 27 MINUTES 43 SECONDS EAST FOR A DISTANCE OF 30.07 FEET TO A RAILROAD SPIKE; THENCE, SOUTH 88 DEGREES 35 MINUTES 25 SECONDS EAST FOR A DISTANCE OF 295.24 FEET TO A POINT; THENCE SOUTH 01 DEGREES 19 MINUTES 31 SECONDS WEST A DISTANCE OF 30.14 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.20 ACRES MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT

STATE OF ALABAMA)
LIMESTONE COUNTY)

TEMPORARY CONSTRUCTION EASEMENT

A LOT OR PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 3 WEST LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF CA:3 OF THE FINAL PLAT OF HERITAGE PARK PHASE 1 AT GREENBRIER PRESERVE AS RECORDED IN PLAT BOOK L PAGE 213-215 IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA; THENCE, NORTH 88 DEGREES 34 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 295.38 FEET TO A POINT; THENCE, NORTH 01 DEGREES 27 MINUTES 43 SECONDS EAST FOR A DISTANCE OF 29.88 FEET TO A POINT; THENCE, SOUTH 88 DEGREES 34 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 295.31 FEET TO A POINT; THENCE SOUTH 01 DEGREES 19 MINUTES 31 SECONDS WEST A DISTANCE OF 29.88 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.07 ACRES MORE OR LESS.

SURVEYOR CERTIFICATION

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

ACCORDING TO THIS SURVEY, UNDER MY SUPERVISION, THIS THE

18TH DAY OF FEBRUARY , 2025

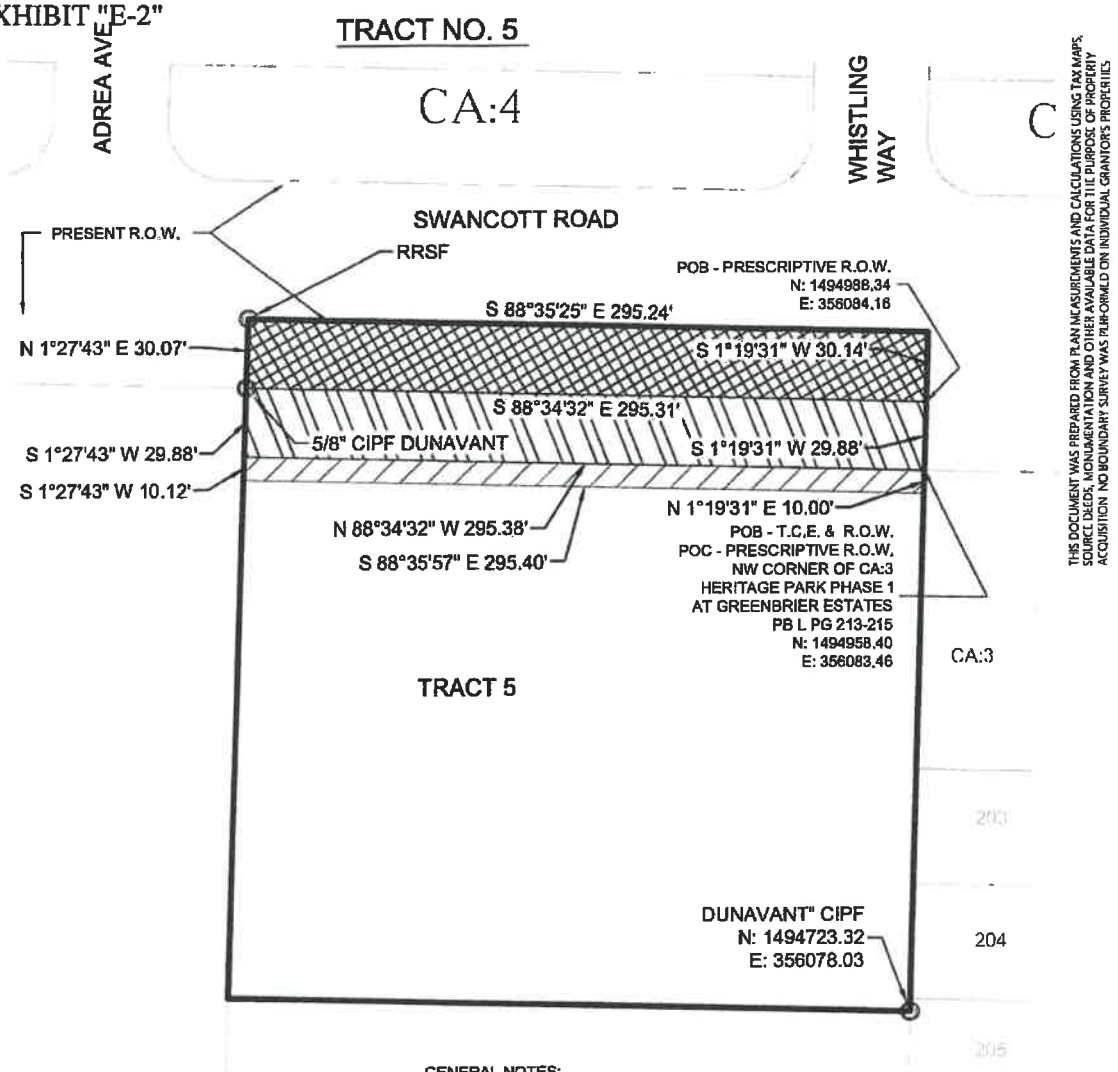
ALABAMA LICENSED No. 35345 PROFESSIONAL LAND SURVEYOR ANTHONY S MANARY

ANTHONY SCOTT MANARY PLS #35345 REVISED: 08.18.25

DRAWN BY: ANB	ACQUISITION EXHIBIT
FIELD CREW: BJ	SWANCOTT ROAD WIDENING
FIELD DATE: 10.31.24	SWANCOTT ROAD IMPROVEMENTS
OFFICE DATE: 2.18.25	BETWEEN ROCKHOUSE RD AND RABBIT LN
CHECKED BY: ASM	SECTION 15, TOWNSHIP 5 SOUTH, RANGE 3 WEST
SHEET: 1 OF 2	
JOB NO: 23-022	

2 THE POINT INCORPORATED

EXHIBIT "E-2"



HATCH LEGEND

- ACQUIRED RIGHT-OF-WAY
- PRESCRIPTIVE RIGHT-OF-WAY
- ACQUIRED TEMPORARY CONSTRUCTION EASEMENT

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. SUBJECT TO ANY EASEMENTS, RESTRICTIONS OR RIGHTS-OF-WAY WHICH MAY OR MAY NOT BE OF RECORD.

LEGEND

- o — PROPERTY CORNER FOUND
- ADJOINER PROPERTY LINE
- SUBJECT PROPERTY LINE
- PUBLIC UTILITY & DRAINAGE ESMNT

ABBREVIATIONS

CIPF	CAPPED IRON PIN FOUND
IPF	IRON PIN FOUND
R.O.W.	RIGHT-OF-WAY
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
T.C.E.	TEMPORARY CONSTRUCTION EASEMENT

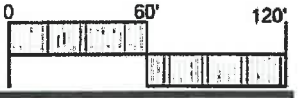
VICINITY MAP
(NOT TO SCALE)

SWANCOTT ROAD ACQUISITION

TRACT NUMBER: 5
OWNER: TIMOTHY A & MARGARET HARGRAVE
PARCEL NO: 18 05 15 0 000 006.008

TOTAL AC±	APPROXIMATE 2.00 AC.±
PRESCRIPTIVE R.O.W.:	(8,689 SQ. FT.) 0.20 AC.±
R.O.W. ACQUIRED:	(8,822 SQ. FT.) 0.20 AC.±
T.C.E. ACQUIRED:	(2,972 SQ. FT.) 0.07 AC.±
REMAINDER:	APPROXIMATE 1.60 AC.±

REVISED: 08.18.25



DRAWN BY: ANB	ACQUISITION EXHIBIT
FIELD CREW: BJ	SWANCOTT ROAD WIDENING
FIELD DATE: 10.31.24	SWANCOTT ROAD IMPROVEMENTS
OFFICE DATE: 2.18.25	BETWEEN ROCKHOUSE RD AND RABBIT LN
CHECKED BY: ASM	SECTION 15, TOWNSHIP 5 SOUTH, RANGE 3 WEST
SHEET: 2 OF 2	
JOB NO: 23-022	

2 THE POINT INCORPORATED

EXHIBIT "F-1"

TRACT NO. 6

PRESCRIPTIVE RIGHT OF WAY

STATE OF ALABAMA)
LIMESTONE COUNTY)

A LOT OR PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 3 WEST LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A PK NAIL (FOUND) MARKING THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 3 WEST, THENCE SOUTH 88 DEGREES 30 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 423.68 FEET TO A POINT; THENCE, SOUTH 01 DEGREE 25 MINUTES 21 SECONDS WEST FOR A DISTANCE OF 30.00 FEET TO A POINT; THENCE, NORTH 88 DEGREES 30 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 370.91 FEET TO A POINT; THENCE, SOUTH 48 DEGREES 01 MINUTE 03 SECONDS WEST FOR A DISTANCE OF 38.09 FEET TO A POINT; THENCE, SOUTH 01 DEGREE 19 MINUTES 03 SECONDS WEST FOR A DISTANCE OF 37.89 FEET TO A POINT; THENCE, NORTH 88 DEGREES 40 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 25.00 FEET TO A POINT; THENCE NORTH 01 DEGREE 19 MINUTES 03 SECONDS EAST A DISTANCE OF 94.16 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.34 ACRES MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT

STATE OF ALABAMA)
LIMESTONE COUNTY)

TEMPORARY CONSTRUCTION EASEMENT

A LOT OR PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 3 WEST LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A PK NAIL (FOUND) MARKING THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 3 WEST, THENCE SOUTH 01 DEGREE 19 MINUTES 03 SECONDS WEST A DISTANCE OF 94.16 FEET TO A POINT; THENCE, SOUTH 88 DEGREES 40 MINUTES 57 SECONDS EAST FOR A DISTANCE OF 25.00 FEET TO A POINT; THENCE, NORTH 01 DEGREE 19 MINUTES 03 SECONDS EAST FOR A DISTANCE OF 24.15 FEET THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING, NORTH 01 DEGREE 19 MINUTES 03 SECONDS EAST FOR A DISTANCE OF 13.74 FEET TO A POINT; THENCE, NORTH 48 DEGREES 01 MINUTE 03 SECONDS EAST FOR A DISTANCE OF 38.09 FEET TO A POINT; THENCE, SOUTH 88 DEGREES 30 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 370.91 FEET TO A POINT; THENCE, SOUTH 01 DEGREE 25 MINUTES 21 SECONDS WEST FOR A DISTANCE OF 9.55 FEET TO A POINT; THENCE, NORTH 88 DEGREES 34 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 366.87 FEET TO A POINT; THENCE SOUTH 48 DEGREES 01 MINUTE 03 SECONDS WEST A DISTANCE OF 43.61 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.09 ACRES MORE OR LESS.

SURVEYOR CERTIFICATION

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

ACCORDING TO THIS SURVEY, UNDER MY SUPERVISION, THIS THE

18TH DAY OF FEBRUARY , 2025

ANTHONY SCOTT MANARY PLS #35345

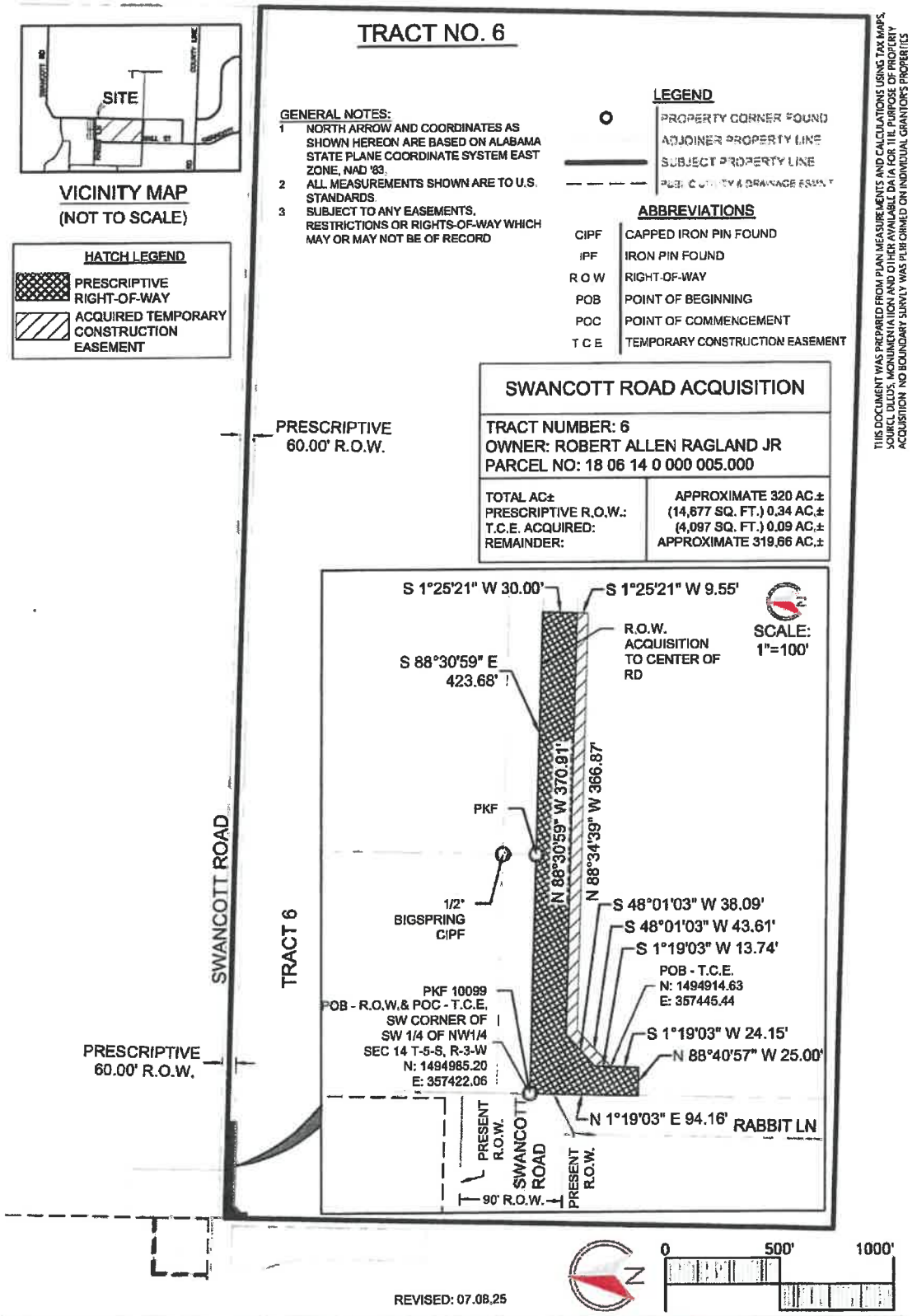
ALABAMA LICENSED No. 35345 PROFESSIONAL LAND SURVEYOR ANTHONY S MANARY

REVISED: 07.08.25

DRAWN BY: ANB	ACQUISITION EXHIBIT
FIELD CREW: BJ	SWANCOTT ROAD WIDENING
FIELD DATE: 10.31.24	SWANCOTT ROAD IMPROVEMENTS
OFFICE DATE: 2.18.25	BETWEEN ROCKHOUSE RD AND RABBIT LN
CHECKED BY: ASM	SECTION 15, TOWNSHIP 5 SOUTH, RANGE 3 WEST
SHEET: 1 OF 2	
JOB NO: 23-022	

2 THE POINT INCORPORATED

EXHIBIT "F-2"



DRAWN BY: ANB	ACQUISITION EXHIBIT
FIELD CREW: BJ	SWANCOTT ROAD WIDENING
FIELD DATE: 10.31.24	SWANCOTT ROAD IMPROVEMENTS
OFFICE DATE: 2.18.25	BETWEEN ROCKHOUSE RD AND RABBIT LN
CHECKED BY: ASM	SECTION 14, TOWNSHIP 5 SOUTH, RANGE 3 WEST
SHEET: 2 OF 2	2 THE POINT INCORPORATED
JOB NO: 23-022	

EXHIBIT "G-1" **TRACT NO. 7**

PRESCRIPTIVE RIGHT OF WAY

STATE OF ALABAMA)
LIMESTONE COUNTY)

A LOT OR PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 3 WEST LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A PK NAIL (FOUND) MARKING THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 3 WEST, THENCE, NORTH 01 DEGREES 18 MINUTES 07 SECONDS EAST FOR A DISTANCE OF 30.00 FEET TO A POINT; THENCE, SOUTH 88 DEGREES 30 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 213.68 FEET TO A POINT; THENCE, SOUTH 01 DEGREES 25 MINUTES 21 SECONDS WEST FOR A DISTANCE OF 30.00 FEET TO A POINT; THENCE NORTH 88 DEGREES 30 MINUTES 59 SECONDS WEST A DISTANCE OF 213.62 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.15 ACRES MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT

STATE OF ALABAMA)
LIMESTONE COUNTY)

TEMPORARY CONSTRUCTION EASEMENT

A LOT OR PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 3 WEST LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A PK NAIL (FOUND) MARKING THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 3 WEST, THENCE, NORTH 01 DEGREE 18 MINUTES 07 SECONDS EAST FOR A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING;

THENCE, NORTH 01 DEGREES 18 MINUTES 07 SECONDS EAST FOR A DISTANCE OF 11.10 FEET TO A POINT; THENCE, SOUTH 88 DEGREES 34 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 213.71 FEET TO A POINT; THENCE, SOUTH 01 DEGREES 25 MINUTES 21 SECONDS WEST FOR A DISTANCE OF 11.33 FEET TO A POINT; THENCE NORTH 88 DEGREES 30 MINUTES 59 SECONDS WEST A DISTANCE OF 213.68 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.06 ACRES MORE OR LESS.

SURVEYOR CERTIFICATION

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

ACCORDING TO THIS SURVEY, UNDER MY SUPERVISION, THIS THE

18TH DAY OF FEBRUARY , 2025

ALABAMA LICENSED No. 35345 PROFESSIONAL LAND SURVEYOR ANTHONY S MANARY

ANTHONY SCOTT MANARY PLS #35345

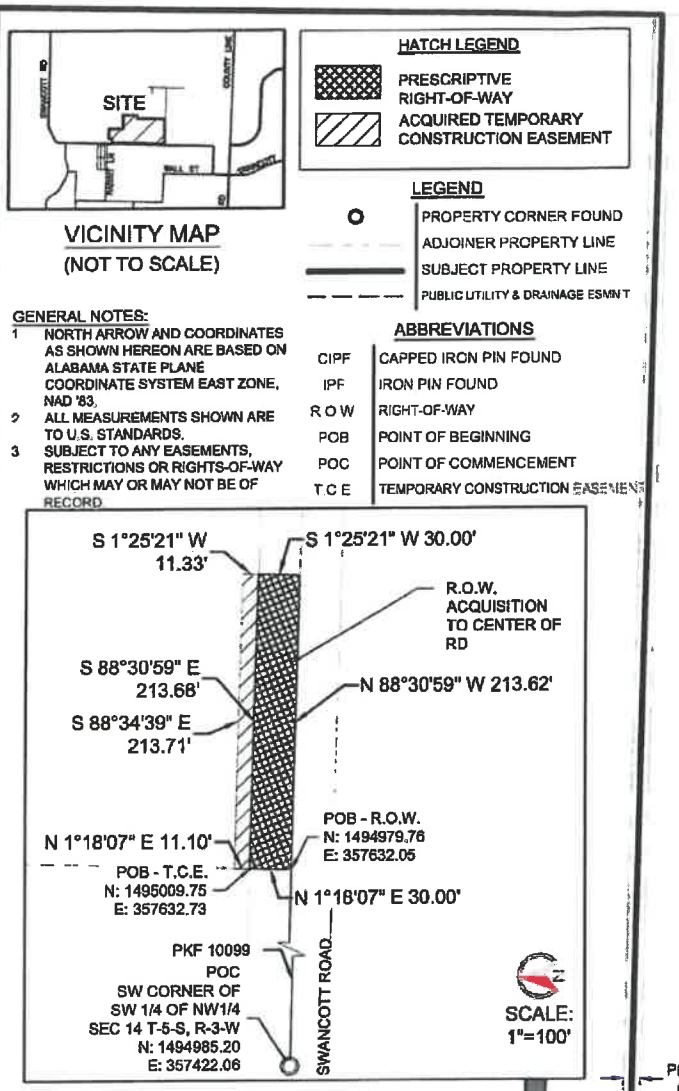
REVISED: 07.08.25

DRAWN BY: ANB	ACQUISITION EXHIBIT
FIELD CREW: BJ	SWANCOTT ROAD WIDENING
FIELD DATE: 10.31.24	SWANCOTT ROAD IMPROVEMENTS
OFFICE DATE: 2.18.25	BETWEEN ROCKHOUSE RD AND RABBIT LN
CHECKED BY: ASM	SECTION 15, TOWNSHIP 5 SOUTH, RANGE 3 WEST
SHEET: 1 OF 2	
JOB NO: 23-022	

2 THE POINT INCORPORATED

EXHIBIT "G-2"

TRACT NO. 7



THIS DOCUMENT WAS PREPARED FROM PLAN MEASUREMENTS AND CALCULATIONS USING TAX MAPS, SOURCE DEEDS, MONUMENTATION AND OTHER AVAILABLE DATA FOR THE PURPOSE OF PROPERTY ACQUISITION. NO BOUNDARY SURVEY WAS PERFORMED ON INDIVIDUAL GRANTOR'S PROPERTIES

SWANCOTT ROAD ACQUISITION	
TRACT NUMBER: 7 OWNER: EARNEST P HARGRAVE PARCEL NO: 18 06 14 0 000 002.000	
TOTAL AC± PRESCRIPTIVE R.O.W.: T.C.E. ACQUIRED: REMAINDER:	APPROXIMATE 254.92 AC.± (6,458 SQ. FT.) 0.15 AC.± (2,397 SQ. FT.) 0.06 AC.± APPROXIMATE 254.77 AC.±

REVISED: 07.08.25

DRAWN BY: ANB	ACQUISITION EXHIBIT
FIELD CREW: BJ	SWANCOTT ROAD WIDENING
FIELD DATE: 10.31.24	SWANCOTT ROAD IMPROVEMENTS
OFFICE DATE: 2.18.25	BETWEEN ROCKHOUSE RD AND RABBIT LN
CHECKED BY: ASM	SECTION 14, TOWNSHIP 5 SOUTH, RANGE 3 WEST
SHEET: 2 OF 2	
JOB NO: 23-022	

2 THE POINT INCORPORATED

EXHIBIT "H-1"

TRACT NO. 8

PRESCRIPTIVE RIGHT OF WAY

STATE OF ALABAMA)
LIMESTONE COUNTY)

A LOT OR PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 3 WEST LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A PK NAIL (FOUND) MARKING THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 3 WEST, THENCE, NORTH 01 DEGREE 18 MINUTES 03 SECONDS EAST FOR A DISTANCE OF 30.00 FEET TO A POINT; THENCE, SOUTH 88 DEGREES 30 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 210.06 FEET TO A 1/2" CAPPED IRON PIN (BIG SPRING); THENCE, SOUTH 01 DEGREE 18 MINUTES 07 SECONDS WEST FOR A DISTANCE OF 30.00 FEET TO A PK NAIL (FOUND); THENCE NORTH 88 DEGREES 30 MINUTES 59 SECONDS WEST A DISTANCE OF 210.06 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.14 ACRES MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT

STATE OF ALABAMA)
LIMESTONE COUNTY)

TEMPORARY CONSTRUCTION EASEMENT

A LOT OR PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 3 WEST LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A PK NAIL (FOUND) MARKING THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 3 WEST, THENCE, NORTH 01 DEGREE 18 MINUTES 03 SECONDS EAST FOR A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING, NORTH 01 DEGREE 18 MINUTES 03 SECONDS EAST FOR A DISTANCE OF 25.43 FEET TO A POINT; THENCE, SOUTH 88 DEGREES 34 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 167.39 FEET TO A POINT; THENCE, SOUTH 01 DEGREE 25 MINUTES 21 SECONDS WEST FOR A DISTANCE OF 14.55 FEET TO A POINT; THENCE, SOUTH 88 DEGREES 34 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 42.70 FEET TO A POINT; THENCE, SOUTH 01 DEGREE 18 MINUTES 07 SECONDS WEST FOR A DISTANCE OF 11.10 FEET TO A POINT; THENCE NORTH 88 DEGREES 30 MINUTES 59 SECONDS WEST A DISTANCE OF 210.06 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.11 ACRES MORE OR LESS.

SURVEYOR CERTIFICATION

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

ACCORDING TO THIS SURVEY, UNDER MY SUPERVISION, THIS THE 18TH DAY OF FEBRUARY, 2025

ANTHONY SCOTT MANARY PLS #35345

ALABAMA LICENSED No. 35345 PROFESSIONAL LAND SURVEYOR ANTHONY S MANARY

REVISED: 07.08.25

DRAWN BY: ANB	ACQUISITION EXHIBIT	2 THE POINT INCORPORATED
FIELD CREW: BJ	SWANCOTT ROAD WIDENING	
FIELD DATE: 10.31.24	SWANCOTT ROAD IMPROVEMENTS	
OFFICE DATE: 2.18.25	BETWEEN ROCKHOUSE RD AND RABBIT LN	
CHECKED BY: ASM	SECTION 15, TOWNSHIP 5 SOUTH, RANGE 3 WEST	
SHEET: 1 OF 2		
JOB NO: 23-022		

EXHIBIT "H-2"

VICINITY MAP
(NOT TO SCALE)

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 SUBJECT TO ANY EASEMENTS, RESTRICTIONS OR RIGHTS-OF-WAY WHICH MAY OR MAY NOT BE OF RECORD.

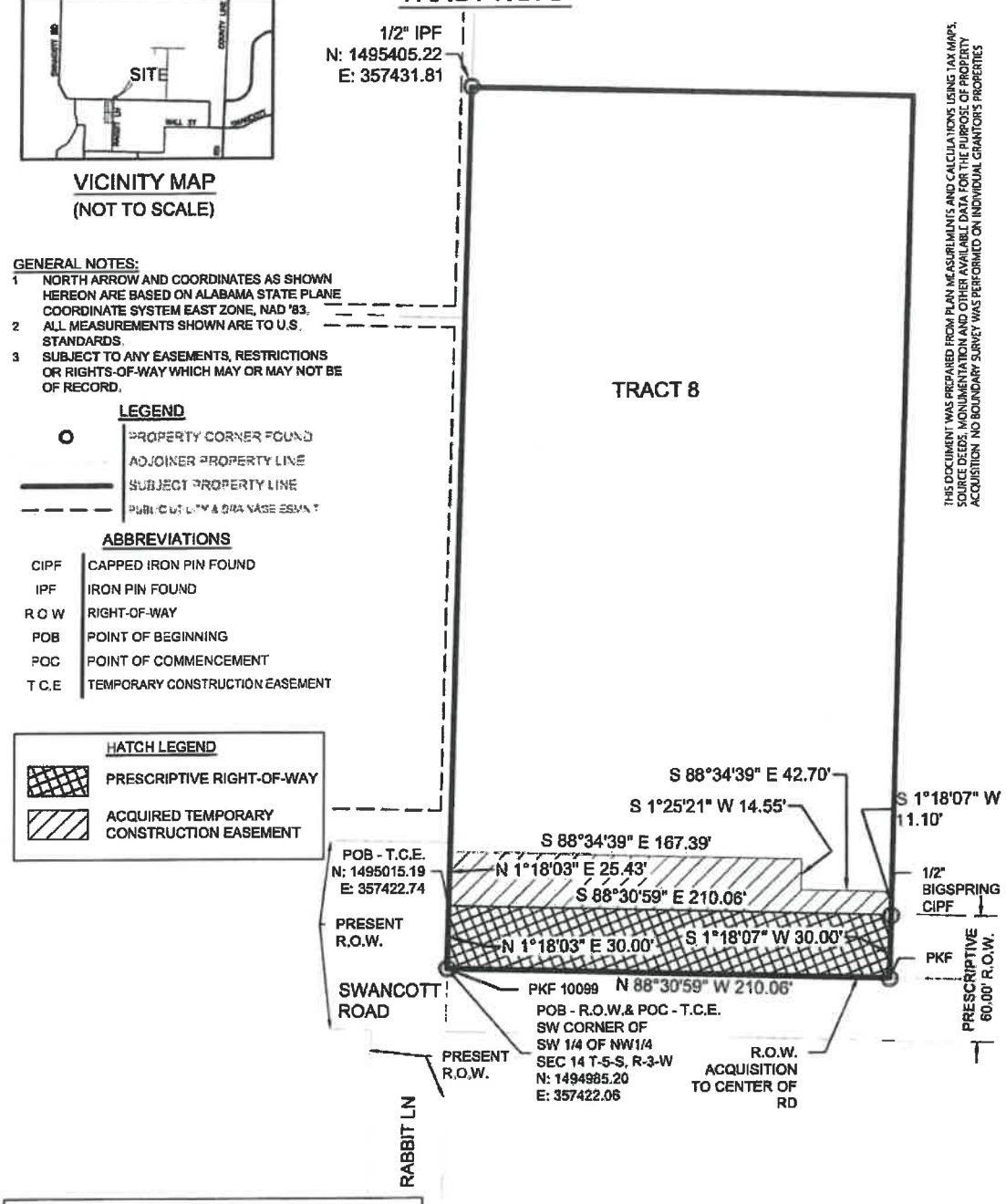
LEGEND

O	PROPERTY CORNER FOUND
	ADJOINER PROPERTY LINE
	SUBJECT PROPERTY LINE
	PUBLIC UTILITY & DRAINAGE ESMT

ABBREVIATIONS

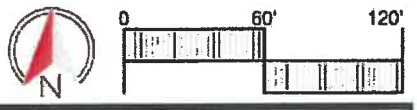
CIPF	CAPPED IRON PIN FOUND
IPF	IRON PIN FOUND
R.O.W.	RIGHT-OF-WAY
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
T.C.E.	TEMPORARY CONSTRUCTION EASEMENT

HATCH LEGEND
PRESCRIPTIVE RIGHT-OF-WAY
ACQUIRED TEMPORARY CONSTRUCTION EASEMENT



SWANCOTT ROAD ACQUISITION	
TRACT NUMBER: 8 OWNER: MATTHEW GLEN & LYNNE G JACKSON PARCEL NO: 18 06 14 0 000 002.001 & 18 06 14 0 000 002.002	
TOTAL AC± PRESCRIPTIVE R.O.W.: T.C.E. ACQUIRED: REMAINDER:	APPROXIMATE 2.00 AC.± (6,302 SQ. FT.) 0.14 AC.± (4,720 SQ. FT.) 0.11 AC.± APPROXIMATE 1.86 AC.±

REVISED: 07.08.25



DRAWN BY: ANB	ACQUISITION EXHIBIT
FIELD CREW: BJ	SWANCOTT ROAD WIDENING
FIELD DATE: 10.31.24	SWANCOTT ROAD IMPROVEMENTS
OFFICE DATE: 2.18.25	BETWEEN ROCKHOUSE RD AND RABBIT LN
CHECKED BY: ASM	SECTION 14, TOWNSHIP 5 SOUTH, RANGE 3 WEST
SHEET: 2 OF 2	2 THE POINT INCORPORATED
JOB NO: 23-022	

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** 2025-1010

Department: Urban Development

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

Resolution authorizing the City of Huntsville to acquire and/or condemn certain parcels of property, easements and temporary construction easements, for the Boeing Boulevard Extension Project.

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

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** TMP-6154

Department: Urban Development

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

Resolution authorizing the City of Huntsville to acquire and/or condemn certain parcels of property, easements and temporary construction easements, for the Boeing Boulevard Extension Project.

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: Boeing Boulevard
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, a municipal corporation within the State of Alabama, as follows:

1. That, in the judgment and opinion of the City Council of the City of Huntsville, it is in the public interest and necessary and expedient that the City of Huntsville acquire and/or condemn certain fee simple parcels, permanent easements, and temporary construction easements on, over, under, across and upon the following described parcels of land, to include any and all revisions or amendments to the acquisitions under the project plans, viz:

> See Exhibits "A-1" through "E-2" which are attached hereto and incorporated herein, a copy of each being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama. A corresponding drawing depicting each parcel follows the parcel description(s) for each respective tract.

2. That the obtainment of the foregoing easements is necessary for the Boeing Boulevard Extension Project, which is in the best interests of the citizens of the City of Huntsville in that the same will contribute to the health and general welfare of the citizens of Huntsville.

3. That the Mayor of the City of Huntsville be, and he is hereby, authorized, empowered and directed to cause the above-described parcels to be appraised in accordance with Section 18-1A–21 of the Code of Alabama, as amended, to determine the amount that would constitute just compensation for their respective taking.

4. That the Mayor of the City of Huntsville be, and he is further, authorized, empowered and directed to attempt to acquire the above-described easements for the City for the aforesaid purpose at a fair and reasonable price in accordance with Section 18-1A-22 of the Code of Alabama, as amended.

5. That in case of failure to acquire any of the said easements for the purpose aforesaid by voluntary conveyance from the owner or owners thereof, the Mayor is hereby authorized to engage Samuel H. Givhan, Attorney at Law, and the law firm of Lanier Ford Shaver & Payne P.C., to file a condemnation action and conduct condemnation proceedings on behalf of the City of Huntsville for the acquisition of said easements by the exercise of the right of eminent domain.

6. Any prior acts taken by the administration toward the acquisition of the easements pursuant to the eminent domain code are hereby ratified and affirmed.

ADOPTED this the 23rd day of October, 2025.

_____
President of the City Council
City of Huntsville, Alabama

APPROVED this the 23rd day of October, 2025.

_____
Tommy Battle
Mayor of the City of Huntsville, Alabama

EXHIBIT "A-1"

TRACT NO. 1

PRESCRIPTIVE RIGHT OF WAY

STATE OF ALABAMA)
LIMESTONE COUNTY)

A LOT OR PARCEL OF LAND LOCATED IN THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 3 WEST LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 13, THENCE, SOUTH 01 DEGREES 26 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 276.82 FEET TO A POINT; THENCE, NORTH 88 DEGREES 33 MINUTES 03 SECONDS WEST FOR A DISTANCE OF 30.00 FEET TO A POINT; THENCE, NORTH 01 DEGREES 26 MINUTES 57 SECONDS EAST FOR A DISTANCE OF 171. FEET TO A POINT; THENCE, ALONG A CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 89 DEGREES 57 MINUTES 53 SECONDS, HAVING A RADIUS OF 75.00 FEET, AND HAVING A CHORD BEARING NORTH 43 DEGREES 31 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 106.03 FEET TO A POINT; THENCE, NORTH 88 DEGREES 30 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 598.69 FEET TO A POINT; THENCE, NORTH 01 DEGREES 29 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 30.00 FEET TO A POINT; THENCE SOUTH 88 DEGREES 30 MINUTES 56 SECONDS EAST A DISTANCE OF 703.62 FEET TO THE POINT OF BEGINNING; CONTAINING 0.68 ACRES (29719 SQUARE FEET) MORE OR LESS.

RIGHT OF WAY

STATE OF ALABAMA)
LIMESTONE COUNTY)

A LOT OR PARCEL OF LAND LOCATED IN THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 3 WEST LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 13, THENCE, SOUTH 01 DEGREES 26 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 276.82 FEET TO A POINT; THENCE, NORTH 88 DEGREES 33 MINUTES 03 SECONDS WEST FOR A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING, NORTH 88 DEGREES 33 MINUTES 03 SECONDS WEST FOR A DISTANCE OF 10.00 FEET TO A POINT; THENCE, NORTH 01 DEGREES 26 MINUTES 33 SECONDS EAST FOR A DISTANCE OF 173.53 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT, ALONG A DELTA ANGLE OF 88 DEGREES 30 MINUTES 56 SECONDS, HAVING A RADIUS OF 65.00 FEET, AND HAVING A CHORD BEARING OF NORTH 44 DEGREES 15 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 90.73 FEET TO A POINT; THENCE, NORTH 88 DEGREES 30 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 598.69 FEET TO A POINT; THENCE, NORTH 01 DEGREES 29 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 10.00 FEET TO A POINT; THENCE, SOUTH 88 DEGREES 30 MINUTES 56 SECONDS EAST FOR A DISTANCE OF 598.69 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT, ALONG A DELTA ANGLE OF 89 DEGREES 57 MINUTES 53 SECONDS, HAVING A RADIUS OF 75.00 FEET, AND HAVING A CHORD BEARING OF SOUTH 43 DEGREES 31 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 106.03 FEET TO A POINT; THENCE SOUTH 01 DEGREES 26 MINUTES 57 SECONDS WEST A DISTANCE OF 171.89 FEET TO THE POINT OF BEGINNING; CONTAINING 0.20 ACRES (8807 SQUARE FEET) MORE OR LESS.

SURVEYOR CERTIFICATION

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

ACCORDING TO THIS SURVEY, UNDER MY SUPERVISION, THIS THE

27TH DAY OF JUNE , 2025

ANTHONY SCOTT MANARY PLS #35345

ALABAMA LICENSED No. 35345 PROFESSIONAL LAND SURVEYOR ANTHONY S MANARY

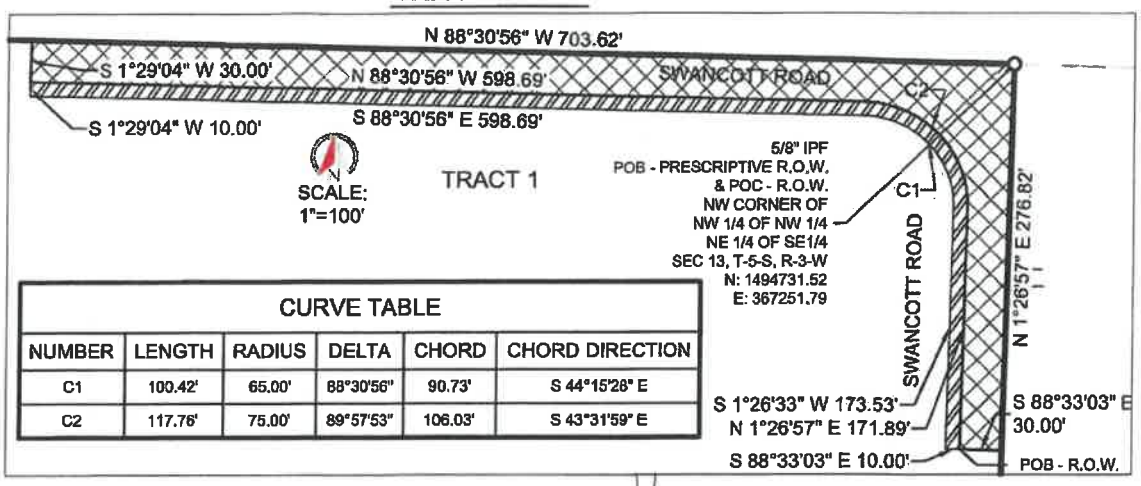
REVISED: 08.20.25

DRAWN BY: ANB	ACQUISITION SURVEY
FIELD CREW: BJ	BOEING BLVD EXTENSION
FIELD DATE: 09.18.24	EXTENDING BOEING BLVD TO SWANCOTT ROAD
OFFICE DATE: 06.27.25	SECTION 13, TOWNSHIP 5 SOUTH, RANGE 3 WEST
CHECKED BY: ASM	
SHEET: 1 OF 2	
JOB NO: 23-022	

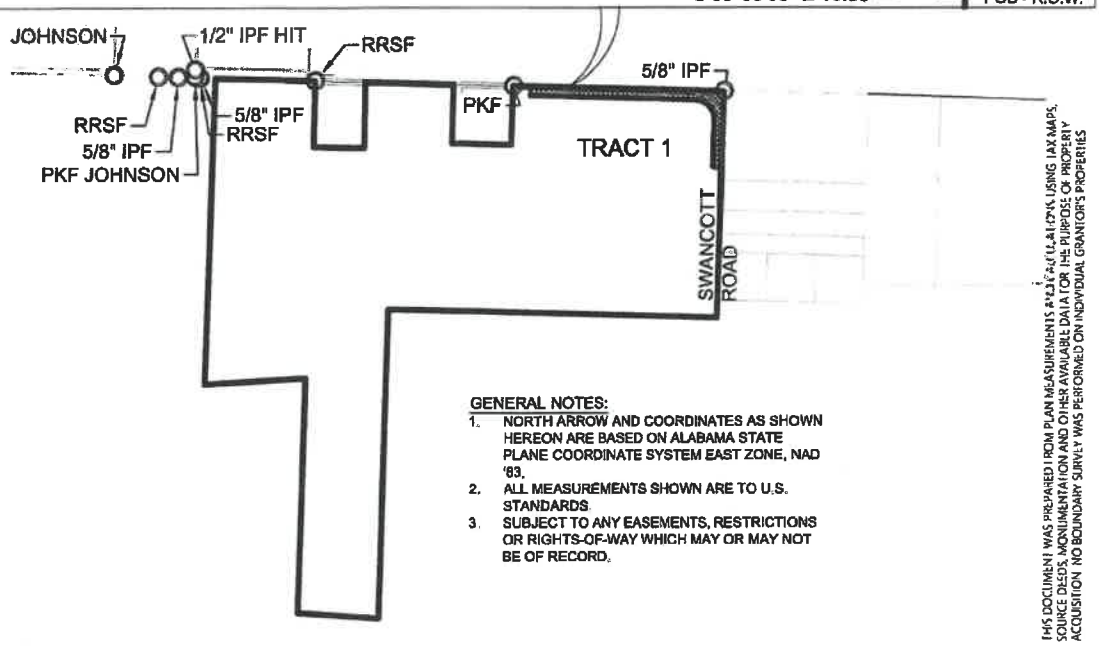
2 THE POINT INCORPORATED

EXHIBIT "A-2"

TRACT NO. 1



CURVE TABLE					
NUMBER	LENGTH	RADIUS	DELTA	CHORD	CHORD DIRECTION
C1	100.42'	65.00'	88°30'56"	90.73'	S 44°15'28" E
C2	117.76'	75.00'	89°57'53"	106.03'	S 43°31'59" E



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. SUBJECT TO ANY EASEMENTS, RESTRICTIONS OR RIGHTS-OF-WAY WHICH MAY OR MAY NOT BE OF RECORD.

THIS DOCUMENT WAS PREPARED FROM PLAN MEASUREMENTS AND/OR USING TAX MAPS, SOURCE DEEDS, MONUMENTATION AND OTHER AVAILABLE DATA FOR THE PURPOSE OF PROPERTY ACQUISITION. NO BOUNDARY SURVEY WAS PERFORMED ON INDIVIDUAL GRANTOR'S PROPERTIES

HATCH LEGEND

- ACQUIRED RIGHT-OF-WAY
- PRESCRIPTIVE RIGHT-OF-WAY

LEGEND

- PROPERTY CORNER FOUND
- ADJOINER PROPERTY LINE
- SUBJECT PROPERTY LINE

ABBREVIATIONS

CIPF	CAPPED IRON PIN FOUND
IPF	IRON PIN FOUND
PUDE	PUBLIC UTILITY & DRAINAGE EASEMENT
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
R O W	RIGHT-OF-WAY

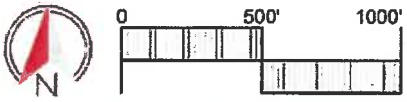
VICINITY MAP
(NOT TO SCALE)

BOEING BLVD ACQUISITION

TRACT NUMBER: 1
OWNER: DEVANEY KEITH & DEVANEY JIMMY & ROY THORSON MCCRARY SR TESTAMENTARY TRUST
PARCEL NO: 18 06 13 0 000 010.000

TOTAL AC±	APPROXIMATE 41.60 AC.±
PRESCRIPTIVE R.O.W.:	(29,719 SQ. FT.) 0.68 AC.±
T.C.E. ACQUIRED:	(8,807 SQ. FT.) 0.20 AC.±
REMAINDER:	APPROXIMATE 40.72 AC.±

REVISED: 08.20.25



DRAWN BY: ANB	ACQUISITION SURVEY
FIELD CREW: BJ	BOEING BLVD EXTENSION
FIELD DATE: 09.18.24	EXTENDING BOEING BLVD TO SWANCOTT ROAD
OFFICE DATE: 06.27.25	SECTION 13, TOWNSHIP 5 SOUTH, RANGE 3 WEST
CHECKED BY: ASM	2 THE POINT INCORPORATED
SHEET: 2 OF 2	
JOB NO: 23-022	

EXHIBIT "B-1"

TRACT NO. 2

RIGHT OF WAY

STATE OF ALABAMA)
LIMESTONE COUNTY)

A LOT OR PARCEL OF LAND LOCATED IN THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 3 WEST LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 13, THENCE, NORTH 01 DEGREE 26 MINUTES 57 SECONDS EAST FOR A DISTANCE OF 30.00 FEET TO A POINT; THENCE, NORTH 88 DEGREES 30 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 703.60 FEET TO A POINT; THENCE, NORTH 01 DEGREE 29 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 10.00 FEET TO A POINT; THENCE, SOUTH 88 DEGREES 30 MINUTES 56 SECONDS EAST FOR A DISTANCE OF 167.59 FEET TO A POINT; THENCE, NORTH 82 DEGREES 58 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 270.23 FEET TO A POINT; THENCE, SOUTH 88 DEGREES 30 MINUTES 56 SECONDS EAST FOR A DISTANCE OF 1325.41 FEET TO A POINT; THENCE, NORTH 71 DEGREES 29 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 251.46 FEET TO A POINT; THENCE, SOUTH 88 DEGREES 30 MINUTES 56 SECONDS EAST FOR A DISTANCE OF 175.03 FEET TO A POINT; THENCE, SOUTH 02 DEGREES 00 MINUTES 38 SECONDS WEST FOR A DISTANCE OF 166.01 FEET TO A POINT; THENCE NORTH 88 DEGREES 30 MINUTES 56 SECONDS WEST A DISTANCE OF 1466.43 FEET TO THE POINT OF BEGINNING;

CONTAINING 3.80 ACRES (165,656 SQUARE FEET) MORE OR LESS.

PRESCRIPTIVE RIGHT OF WAY #1

STATE OF ALABAMA)
LIMESTONE COUNTY)

A LOT OR PARCEL OF LAND LOCATED IN THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 3 WEST LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 13, THENCE, NORTH 88 DEGREES 30 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 703.62 FEET TO A POINT; THENCE, NORTH 01 DEGREE 29 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 30.00 FEET TO A POINT; THENCE, SOUTH 88 DEGREES 30 MINUTES 56 SECONDS EAST FOR A DISTANCE OF 703.60 FEET TO A POINT; THENCE SOUTH 01 DEGREE 26 MINUTES 57 SECONDS WEST A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 0.48 ACRES (21,108 SQUARE FEET) MORE OR LESS.

PRESCRIPTIVE RIGHT OF WAY #2

STATE OF ALABAMA)
LIMESTONE COUNTY)

A LOT OR PARCEL OF LAND LOCATED IN THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 3 WEST LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 13, THENCE, SOUTH 88 DEGREES 30 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 1466.43 FEET TO THE POINT OF BEGINNING;

THENCE, NORTH 02 DEGREES 00 MINUTES 38 SECONDS EAST FOR A DISTANCE OF241.01 FEET TO A POINT; THENCE, SOUTH 88 DEGREES 30 MINUTES 56 SECONDS EAST FOR A DISTANCE OF 30.00 FEET TO A POINT; THENCE, SOUTH 02 DEGREES 00 MINUTES 38 SECONDS WEST FOR A DISTANCE OF 241.01 FEET TO A POINT; THENCE NORTH 88 DEGREES 30 MINUTES 56 SECONDS WEST A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 0.17 ACRES (7,230 SQUARE FEET) MORE OR LESS.

SURVEYOR CERTIFICATION

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

ACCORDING TO THIS SURVEY, UNDER MY SUPERVISION, THIS THE

27TH DAY OF JUNE , 2025

ALABAMA LICENSED No. 35345 PROFESSIONAL LAND SURVEYOR ANTHONY S MANARY

ANTHONY SCOTT MANARY PLS #35345

REVISED: 10.01.25

DRAWN BY: ANB	ACQUISITION SURVEY
FIELD CREW: BJ	BOEING BLVD EXTENSION
FIELD DATE: 09.18.24	EXTENDING BOEING BLVD TO SWANCOTT ROAD
OFFICE DATE: 06.27.25	SECTION 13, TOWNSHIP 5 SOUTH, RANGE 3 WEST
CHECKED BY: ASM	
SHEET: 1 OF 4	
JOB NO: 23-022	

2 THE POINT INCORPORATED

EXHIBIT "B-2" **TRACT NO. 2**

PUBLIC UTILITY AND DRAINAGE EASEMENT

STATE OF ALABAMA)
LIMESTONE COUNTY)

A LOT OR PARCEL OF LAND LOCATED IN THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 3 WEST LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 13, THENCE, NORTH 88 DEGREES 30 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 703.62 FEET TO A POINT; THENCE, NORTH 01 DEGREE 29 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, THENCE, NORTH 01 DEGREES 29 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 10.00 FEET TO A POINT; THENCE, SOUTH 88 DEGREES 30 MINUTES 56 SECONDS EAST FOR A DISTANCE OF 166.85 FEET TO A POINT; THENCE, NORTH 82 DEGREES 58 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 270.23 FEET TO A POINT; THENCE, SOUTH 88 DEGREES 30 MINUTES 56 SECONDS EAST FOR A DISTANCE OF 257.76 FEET TO A POINT; THENCE, NORTH 01 DEGREES 29 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 25.00 FEET TO A POINT; THENCE, SOUTH 88 DEGREES 30 MINUTES 56 SECONDS EAST FOR A DISTANCE OF 1062.23 FEET TO A POINT; THENCE, NORTH 71 DEGREES 29 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 251.46 FEET TO A POINT; THENCE, SOUTH 88 DEGREES 30 MINUTES 56 SECONDS EAST FOR A DISTANCE OF 181.52 FEET TO A POINT; THENCE, SOUTH 02 DEGREES 00 MINUTES 38 SECONDS WEST FOR A DISTANCE OF 35.00 FEET TO A POINT; THENCE, NORTH 88 DEGREES 30 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 175.03 FEET TO A POINT; THENCE, SOUTH 71 DEGREES 29 MINUTES 04 SECONDS WEST FOR A DISTANCE OF 251.46 FEET TO A POINT; THENCE, NORTH 88 DEGREES 30 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 1325.41 FEET TO A POINT; THENCE, SOUTH 82 DEGREES 58 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 270.23 FEET TO A POINT; THENCE NORTH 88 DEGREES 30 MINUTES 56 SECONDS WEST A DISTANCE OF 167.59 FEET TO THE POINT OF BEGINNING;

CONTAINING 1.36 ACRES (59,275 SQUARE FEET) MORE OR LESS.

SURVEYOR CERTIFICATION

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

ACCORDING TO THIS SURVEY, UNDER MY SUPERVISION, THIS THE

27TH DAY OF JUNE , 2025

ALABAMA LICENSED No. 35345 PROFESSIONAL LAND SURVEYOR ANTHONY S MANARY

ANTHONY SCOTT MANARY PLS #35345

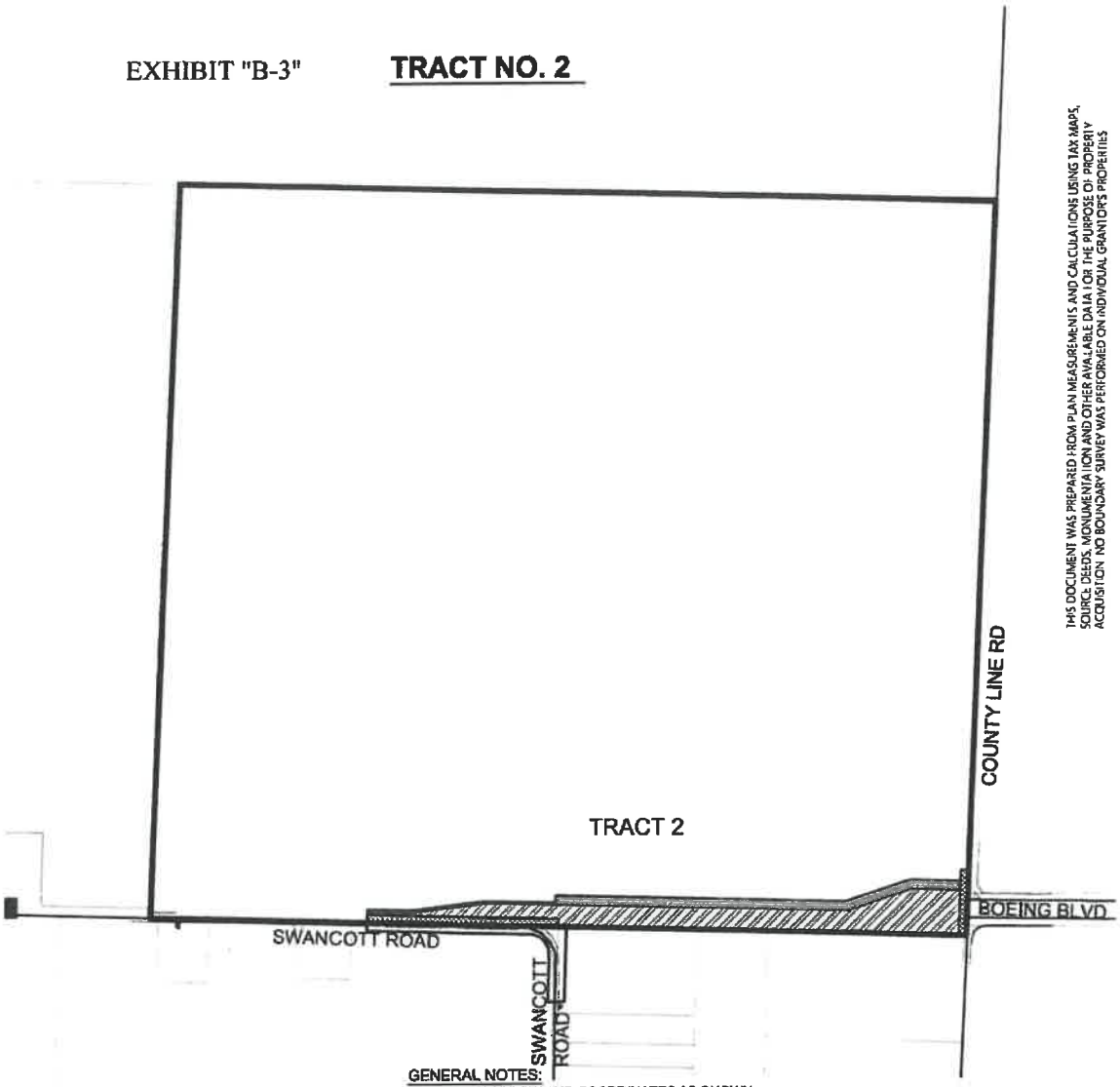
REVISED: 10.01.25

DRAWN BY: ANB	ACQUISITION SURVEY
FIELD CREW: BJ	BOEING BLVD EXTENSION
FIELD DATE: 09.18.24	EXTENDING BOEING BLVD TO SWANCOTT ROAD
OFFICE DATE: 06.27.25	SECTION 13, TOWNSHIP 5 SOUTH, RANGE 3 WEST
CHECKED BY: ASM	
SHEET: 2 OF 4	
JOB NO: 23-022	

2 THE POINT INCORPORATED

EXHIBIT "B-3"

TRACT NO. 2



THIS DOCUMENT WAS PREPARED FROM PLAN MEASUREMENTS AND CALCULATIONS USING TAX MAPS, SOURCE DEEDS, MONUMENTATION AND OTHER AVAILABLE DATA FOR THE PURPOSE OF PROPERTY ACQUISITION. NO BOUNDARY SURVEY WAS PERFORMED ON INDIVIDUAL GRANTOR'S PROPERTIES

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. SUBJECT TO ANY EASEMENTS, RESTRICTIONS OR RIGHTS-OF-WAY WHICH MAY OR MAY NOT BE OF RECORD.

HATCH LEGEND

- ACQUIRED RIGHT-OF-WAY
- PRESCRIPTIVE RIGHT-OF-WAY
- PUBLIC UTILITY & DRAINAGE EASEMENT

LEGEND

- PROPERTY CORNER FOUND
- ADJOINER PROPERTY LINE
- SUBJECT PROPERTY LINE

ABBREVIATIONS

CIPF	CAPPED IRON PIN FOUND
IPF	IRON PIN FOUND
PUDE	PUBLIC UTILITY & DRAINAGE EASEMENT
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
TCE	TEMPORARY CONSTRUCTION EASEMENT

VICINITY MAP
(NOT TO SCALE)

BOEING BLVD ACQUISITION

TRACT NUMBER: 2
OWNER: LOUISE RISON RHETT TRUST
RYAN LLC
PARCEL NO: 18 06 13 0 000 001.000

TOTAL AC±	APPROXIMATE 160 AC.±
PRESCRIPTIVE R.O.W.:	(21108 SQ. FT.) 0.48 AC.±
R.O.W. ACQUIRED:	(165,656 SQ. FT.) 3.80 AC.±
P.U.D.E, ACQUIRED:	(59,275 SQ. FT.) 1.36 AC.±
REMAINDER:	APPROXIMATE 155.72 AC.±

REVISED: 10.01.25

N

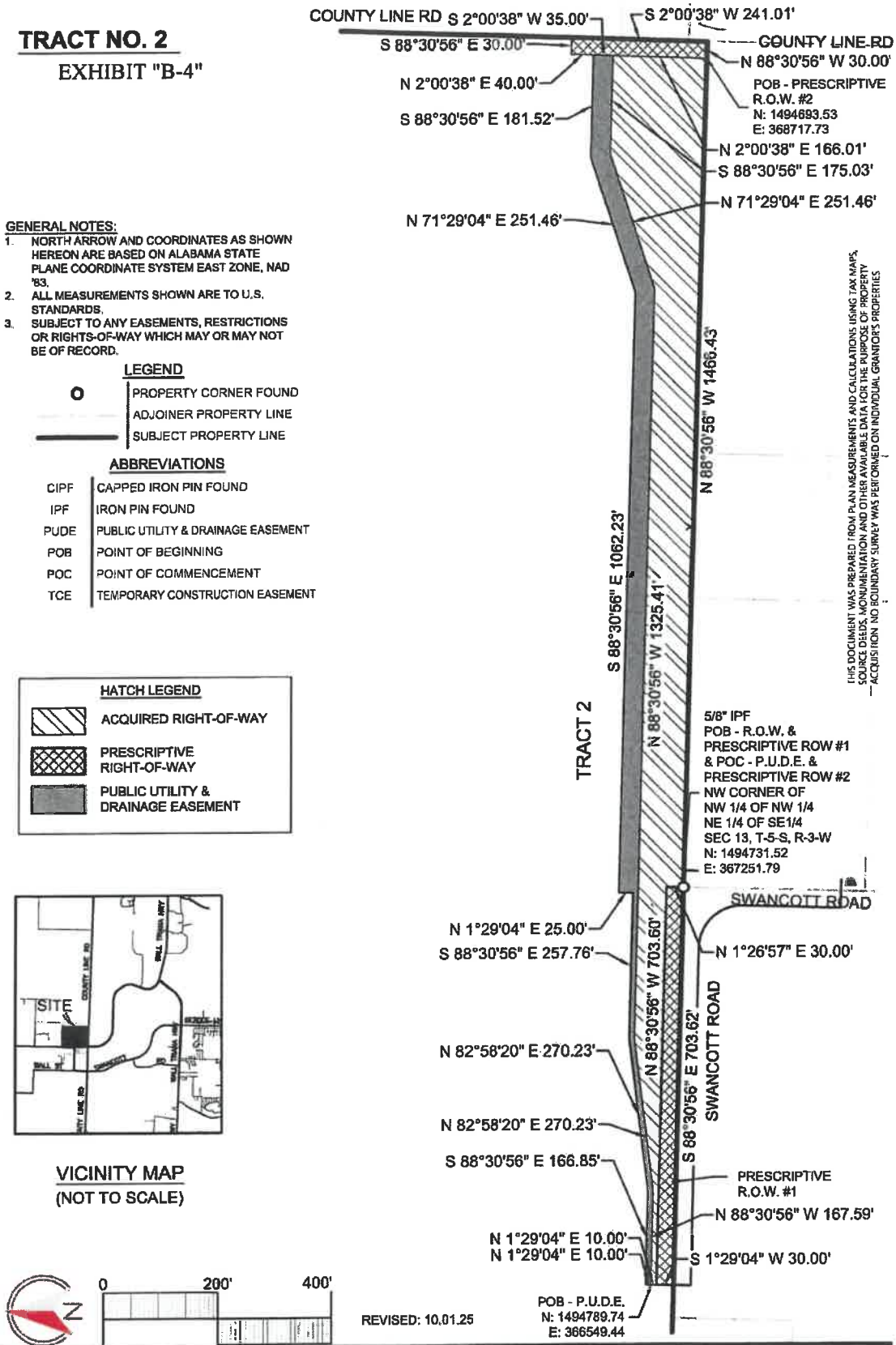
0 500' 1000'

DRAWN BY: ANB	ACQUISITION SURVEY
FIELD CREW: BJ	BOEING BLVD EXTENSION
FIELD DATE: 09.18.24	EXTENDING BOEING BLVD TO SWANCOTT ROAD
OFFICE DATE: 06.27.25	SECTION 13, TOWNSHIP 5 SOUTH, RANGE 3 WEST
CHECKED BY: ASM	
SHEET: 3 OF 4	
JOB NO: 23-022	

2 THE POINT INCORPORATED

TRACT NO. 2

EXHIBIT "B-4"



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. SUBJECT TO ANY EASEMENTS, RESTRICTIONS OR RIGHTS-OF-WAY WHICH MAY OR MAY NOT BE OF RECORD.

LEGEND

O	PROPERTY CORNER FOUND
	ADJOINER PROPERTY LINE
	SUBJECT PROPERTY LINE

ABBREVIATIONS

CIPF	CAPPED IRON PIN FOUND
IPF	IRON PIN FOUND
PUDE	PUBLIC UTILITY & DRAINAGE EASEMENT
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
TCE	TEMPORARY CONSTRUCTION EASEMENT

HATCH LEGEND

- ACQUIRED RIGHT-OF-WAY
- PRESCRIPTIVE RIGHT-OF-WAY
- PUBLIC UTILITY & DRAINAGE EASEMENT

VICINITY MAP
(NOT TO SCALE)

N

0 200' 400'

REVISED: 10.01.25

DRAWN BY: ANB	ACQUISITION SURVEY
FIELD CREW: BJ	**BOEING BLVD EXTENSION**
FIELD DATE: 09.16.24	EXTENDING BOEING BLVD TO SWANCOTT ROAD
OFFICE DATE: 06.27.25	SECTION 13, TOWNSHIP 5 SOUTH, RANGE 3 WEST
CHECKED BY: ASM	
SHEET: 4 OF 4	
JOB NO: 23-022	

2 THE POINT INCORPORATED

EXHIBIT "C-1"

TRACT NO. 3

PRESCRIPTIVE RIGHT OF WAY

STATE OF ALABAMA)
LIMESTONE COUNTY)

A LOT OR PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 3 WEST LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 13, THENCE, SOUTH 88 DEGREES 30 MINUTES 56 SECONDS EAST FOR A DISTANCE OF 30.00 FEET TO A POINT; THENCE, SOUTH 01 DEGREES 26 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 276.80 FEET TO A POINT; THENCE, NORTH 88 DEGREES 33 MINUTES 03 SECONDS WEST FOR A DISTANCE OF 30.00 FEET TO A POINT; THENCE NORTH 01 DEGREES 26 MINUTES 57 SECONDS EAST A DISTANCE OF 276.82 FEET TO THE POINT OF BEGINNING;

CONTAINING 0.19 ACRES (8,304 SQUARE FEET) MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT

STATE OF ALABAMA)
LIMESTONE COUNTY)

A LOT OR PARCEL OF LAND LOCATED IN THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 3 WEST LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 13, THENCE, SOUTH 88 DEGREES 30 MINUTES 56 SECONDS EAST FOR A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, SOUTH 88 DEGREES 30 MINUTES 56 SECONDS EAST FOR A DISTANCE OF 481.40 FEET TO A POINT; THENCE, SOUTH 01 DEGREES 26 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 10.00 FEET TO A POINT; THENCE, NORTH 88 DEGREES 30 MINUTES 48 SECONDS WEST FOR A DISTANCE OF 461.40 FEET TO A POINT; THENCE, SOUTH 46 DEGREES 28 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 14.14 FEET TO A POINT; THENCE, SOUTH 01 DEGREES 26 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 256.82 FEET TO A POINT; THENCE, NORTH 88 DEGREES 33 MINUTES 03 SECONDS WEST FOR A DISTANCE OF 10.00 FEET TO A POINT;
THENCE NORTH 01 DEGREES 26 MINUTES 57 SECONDS EAST A DISTANCE OF 276.80 FEET TO THE POINT OF BEGINNING;

CONTAINING 0.17 ACRES (7,528 SQUARE FEET) MORE OR LESS.

SURVEYOR CERTIFICATION

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

ACCORDING TO THIS SURVEY, UNDER MY SUPERVISION, THIS THE

27TH DAY OF JUNE , 2025

ANTHONY SCOTT MANARY PLS #35345

ALABAMA LICENSED No. 35345 PROFESSIONAL LAND SURVEYOR ANTHONY S MANARY

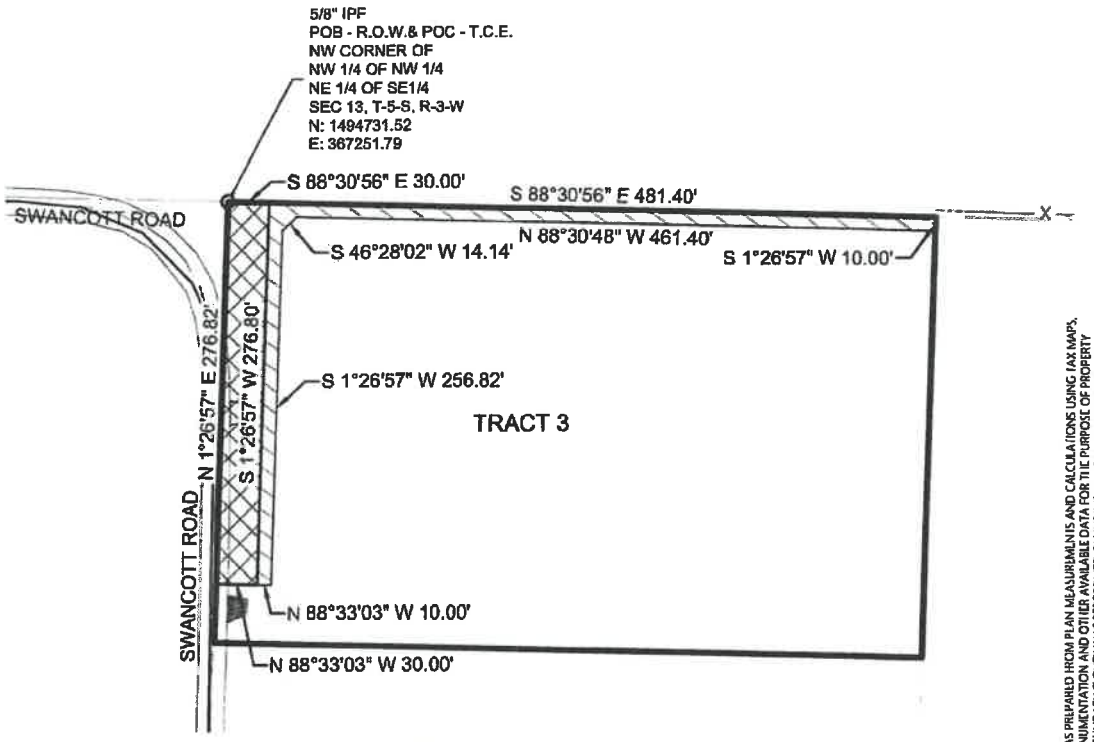
REVISED: 07.08.25

DRAWN BY: ANB	ACQUISITION SURVEY
FIELD CREW: BJ	BOEING BLVD EXTENSION
FIELD DATE: 09.16.24	EXTENDING BOEING BLVD TO SWANCOTT ROAD
OFFICE DATE: 06.27.25	SECTION 13, TOWNSHIP 5 SOUTH, RANGE 3 WEST
CHECKED BY: ASM	
SHEET: 1 OF 2	
JOB NO: 23-022	

2 THE POINT INCORPORATED

EXHIBIT "C-2"

TRACT NO. 3



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HATCH LEGEND

- ACQUIRED TEMPORARY CONSTRUCTION EASEMENT
- PRESCRIPTIVE RIGHT-OF-WAY

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. SUBJECT TO ANY EASEMENTS, RESTRICTIONS OR RIGHTS-OF-WAY WHICH MAY OR MAY NOT BE OF RECORD.

LEGEND

- PROPERTY CORNER FOUND
- ADJOINER PROPERTY LINE
- SUBJECT PROPERTY LINE

ABBREVIATIONS

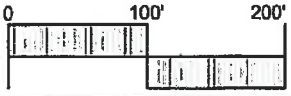
CIPF	CAPPED IRON PIN FOUND
IPF	IRON PIN FOUND
PUDE	PUBLIC UTILITY & DRAINAGE EASEMENT
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
TCE	TEMPORARY CONSTRUCTION EASEMENT

BOEING BLVD ACQUISITION

TRACT NUMBER: 3
OWNER: BIBB COLLIER JR
PARCEL NO: 18 06 13 0 000 027.002

TOTAL AC±	APPROXIMATE 3.75 AC.±
PRESCRIPTIVE R.O.W.:	(8,304 SQ. FT.) 0.19 AC.±
T.C.E. ACQUIRED:	(7,528 SQ. FT.) 0.17 AC.±
REMAINDER:	APPROXIMATE 3.39 AC.±

VICINITY MAP
(NOT TO SCALE)



REVISED: 07.08.25

DRAWN BY: ANB	ACQUISITION SURVEY
FIELD CREW: BJ	BOEING BLVD EXTENSION
FIELD DATE: 09.18.24	EXTENDING BOEING BLVD TO SWANCOTT ROAD
OFFICE DATE: 06.27.25	SECTION 13, TOWNSHIP 5 SOUTH, RANGE 3 WEST
CHECKED BY: ASM	
SHEET: 2 OF 2	
JOB NO: 23-022	

2 THE POINT INCORPORATED

EXHIBIT "D-1"

TRACT NO. 4

TEMPORARY CONSTRUCTION EASEMENT

STATE OF ALABAMA)
LIMESTONE COUNTY)

A LOT OR PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 3 WEST LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 13, THENCE, SOUTH 88 DEGREES 30 MINUTES 56 SECONDS EAST FOR A DISTANCE OF 511.40 FEET TO THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, SOUTH 88 DEGREES 30 MINUTES 56 SECONDS EAST FOR A DISTANCE OF 256.20 FEET TO A POINT; THENCE, SOUTH 01 DEGREES 26 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 10.00 FEET TO A POINT; THENCE, NORTH 88 DEGREES 30 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 256.20 FEET TO A POINT; THENCE NORTH 01 DEGREES 26 MINUTES 57 SECONDS EAST A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 0.06 ACRES (2,562 SQUARE FEET) MORE OR LESS.

SURVEYOR CERTIFICATION

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

ACCORDING TO THIS SURVEY, UNDER MY SUPERVISION, THIS THE

27TH DAY OF JUNE , 2025

ALABAMA LICENSED No. 35345 PROFESSIONAL LAND SURVEYOR ANTHONY S MANARY

ANTHONY SCOTT MANARY PLS #35345

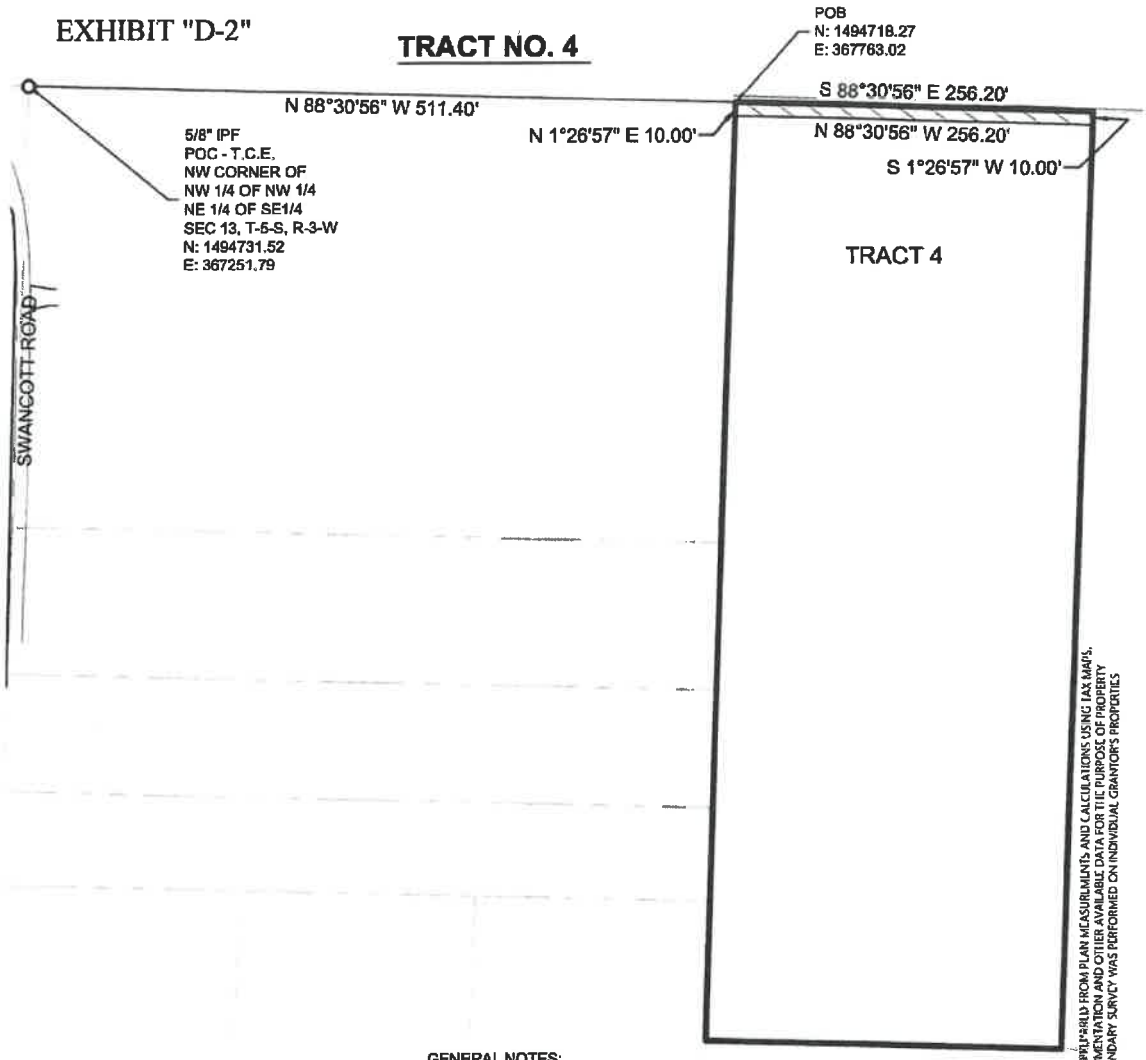
REVISED: 07.08.25

DRAWN BY: ANB	ACQUISITION SURVEY
FIELD CREW: BJ	BOEING BLVD EXTENSION
FIELD DATE: 09.18.24	EXTENDING BOEING BLVD TO SWANCOTT ROAD
OFFICE DATE: 06.27.25	SECTION 13, TOWNSHIP 5 SOUTH, RANGE 3 WEST
CHECKED BY: ASM	
SHEET: 1 OF 2	
JOB NO: 23-022	

2 THE POINT INCORPORATED

EXHIBIT "D-2"

TRACT NO. 4



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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. SUBJECT TO ANY EASEMENTS, RESTRICTIONS OR RIGHTS-OF-WAY WHICH MAY OR MAY NOT BE OF RECORD.

HATCH LEGEND

ACQUIRED TEMPORARY CONSTRUCTION EASEMENT

LEGEND

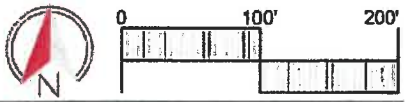
O	PROPERTY CORNER FOUND
	ADJOINER PROPERTY LINE
	SUBJECT PROPERTY LINE

ABBREVIATIONS

CIPF	CAPPED IRON PIN FOUND
IPF	IRON PIN FOUND
PUDE	PUBLIC UTILITY & DRAINAGE EASEMENT
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
TCE	TEMPORARY CONSTRUCTION EASEMENT

VICINITY MAP
(NOT TO SCALE)

BOEING BLVD ACQUISITION	
TRACT NUMBER: 4 OWNER: LUCILLE PATTON PARCEL NO: 18 06 13 0 000 028.000	
TOTAL AC± T.C.E. ACQUIRED: REMAINDER:	APPROXIMATE 4.00 AC.± (2,562 SQ. FT.) 0.06 AC.± APPROXIMATE 3.94 AC.±



REVISED: 07.08.25

DRAWN BY: ANB	ACQUISITION SURVEY
FIELD CREW: BJ	BOEING BLVD EXTENSION
FIELD DATE: 09.18.24	EXTENDING BOEING BLVD TO SWANCOTT ROAD
OFFICE DATE: 06.27.25	SECTION 13, TOWNSHIP 5 SOUTH, RANGE 3 WEST
CHECKED BY: ASM	
SHEET: 2 OF 2	
JOB NO: 23-022	

2 THE POINT INCORPORATED

EXHIBIT "E-1"

TRACT NO. 5

PRESCRIPTIVE RIGHT OF WAY

STATE OF ALABAMA)
LIMESTONE COUNTY)

A LOT OR PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 3 WEST LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 13, THENCE, SOUTH 88 DEGREES 30 MINUTES 56 SECONDS EAST FOR A DISTANCE OF 1466.43 FEET TO THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, SOUTH 88 DEGREES 30 MINUTES 56 SECONDS EAST FOR A DISTANCE OF 30.00 FEET TO A POINT, APPROXIMATELY IN THE CENTER OF COUNTY LINE ROAD; THENCE, SOUTH 02 DEGREES 00 MINUTES 38 SECONDS WEST FOR A DISTANCE OF 40.00 FEET TO A POINT; THENCE, NORTH 88 DEGREES 30 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 30.00 FEET TO A POINT; THENCE NORTH 02 DEGREES 00 MINUTES 38 SECONDS EAST A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 0.03 ACRES (1,200 SQUARE FEET) MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT

STATE OF ALABAMA)
LIMESTONE COUNTY)

A LOT OR PARCEL OF LAND LOCATED IN THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 3 WEST LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 13, THENCE, SOUTH 88 DEGREES 30 MINUTES 56 SECONDS EAST FOR A DISTANCE OF 767.60 FEET TO THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, SOUTH 88 DEGREES 30 MINUTES 56 SECONDS EAST FOR A DISTANCE OF 698.83 FEET TO A POINT; THENCE, SOUTH 02 DEGREES 00 MINUTES 38 SECONDS WEST FOR A DISTANCE OF 10.00 FEET TO A POINT; THENCE, NORTH 88 DEGREES 30 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 698.73 FEET TO A POINT; THENCE NORTH 01 DEGREES 26 MINUTES 57 SECONDS EAST A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 0.16 ACRES (6,988 SQUARE FEET) MORE OR LESS.

SURVEYOR CERTIFICATION

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

ACCORDING TO THIS SURVEY, UNDER MY SUPERVISION, THIS THE

27TH DAY OF JUNE , 2025

ALABAMA LICENSED No. 35345 PROFESSIONAL LAND SURVEYOR ANTHONY S MANARY

ANTHONY SCOTT MANARY PLS #35345

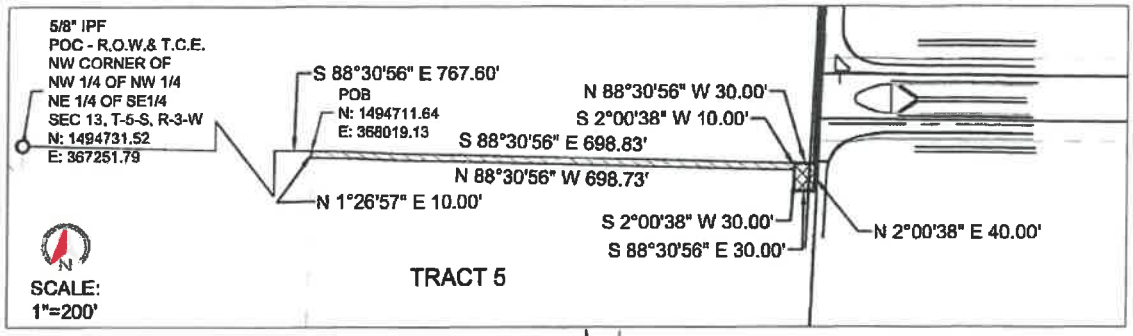
REVISED: 07.08.25

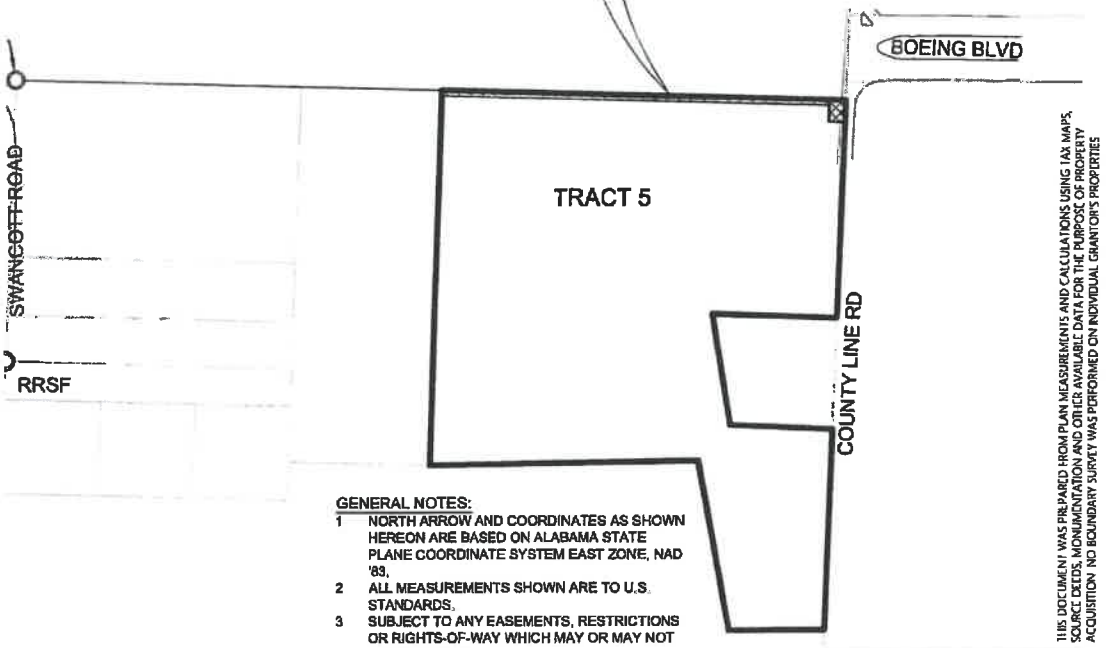
DRAWN BY: ANB	ACQUISITION SURVEY
FIELD CREW: BJ	BOEING BLVD EXTENSION
FIELD DATE: 09.18.24	EXTENDING BOEING BLVD TO SWANCOTT ROAD
OFFICE DATE: 06.27.25	SECTION 13, TOWNSHIP 5 SOUTH, RANGE 3 WEST
CHECKED BY: ASM	
SHEET: 1 OF 2	
JOB NO: 23-022	

2 THE POINT INCORPORATED

EXHIBIT "E-2"

TRACT NO. 5





THIS DOCUMENT WAS PREPARED FROM PLAN MEASUREMENTS AND CALCULATIONS USING TAX MAPS, SOURCE DEEDS, MONUMENTATION AND OTHER AVAILABLE DATA FOR THE PURPOSE OF PROPERTY ACQUISITION. NO BOUNDARY SURVEY WAS PERFORMED ON INDIVIDUAL GRANTOR'S PROPERTIES

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. SUBJECT TO ANY EASEMENTS, RESTRICTIONS OR RIGHTS-OF-WAY WHICH MAY OR MAY NOT BE OF RECORD.

HATCH LEGEND

- ACQUIRED TEMPORARY CONSTRUCTION EASEMENT
- PRESCRIPTIVE RIGHT-OF-WAY

LEGEND

- PROPERTY CORNER FOUND
- ADJOINER PROPERTY LINE
- SUBJECT PROPERTY LINE

ABBREVIATIONS

CIPF	CAPPED IRON PIN FOUND
IPF	IRON PIN FOUND
PUDE	PUBLIC UTILITY & DRAINAGE EASEMENT
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
TCE	TEMPORARY CONSTRUCTION EASEMENT

VICINITY MAP
(NOT TO SCALE)

BOEING BLVD ACQUISITION

TRACT NUMBER: 5
OWNER: IVAN TONEY
PARCEL NO: 18 06 13 0 000 029.000

TOTAL AC±	APPROXIMATE 11.20 AC.±
PRESCRIPTIVE R.O.W :	(1,200 SQ. FT.) 0.03 AC.±
T.C.E. ACQUIRED:	(6,988 SQ. FT.) 0.16 AC.±
REMAINDER:	APPROXIMATE 11.01 AC.±

REVISED: 07.08.25

N

0 250' 500'

DRAWN BY: ANB	ACQUISITION SURVEY
FIELD CREW: BJ	BOEING BLVD EXTENSION
FIELD DATE: 09.18.24	EXTENDING BOEING BLVD TO SWANCOTT ROAD
OFFICE DATE: 06.27.25	SECTION 13, TOWNSHIP 5 SOUTH, RANGE 3 WEST
CHECKED BY: ASM	2 THE POINT INCORPORATED
SHEET: 2 OF 2	
JOB NO: 23-022	

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** 2025-1011

Department: Urban Development

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

Resolution authorizing the Mayor to execute First Amendment to Ground Lease Agreement between the City of Huntsville and Clinton Row Partners, 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:

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

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** TMP-6157

Department: Urban Development

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

Resolution authorizing the Mayor to execute First Amendment to Ground Lease Agreement between the City of Huntsville and Clinton Row Partners, 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:

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 that certain First Amendment to Ground Lease Agreement, by and between CITY OF HUNTSVILLE, an Alabama municipal corporation ("Lessor"), and CLINTON ROW PARTNERS, LLC, an Alabama limited liability company ("Lessee"), which said agreement is substantially in words and figures as that certain document attached hereto and identified as "First Amendment to Gound Lease Agreement between City of Huntsville, Alabama, Lessor, and Clinton Row Partners, LLC, Lessee," consisting of eight (8) pages (including exhibits) and the date of October 23, 2025, (the "Lease Amendment") appearing on the first page thereof, together with the signature of the City Clerk, and an executed copy of said Lease Amendment, after being signed by the Mayor and the City Clerk, shall be permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Mayor be and he is hereby authorized to execute the Lease Amendment, on behalf of the City of Huntsville, with such changes as the Mayor deems desirable and necessary, including the authority to execute all such documents or instruments relevant and/or relating to effect and complete the Lease Amendment, including the execution of a First Amendment to Memorandum of Ground Lease to be recorded in the Probate Records of Madison County, Alabama.

ADOPTED this the 23rd day of October, 2025.

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

APPROVED this the 23rd day of October, 2025.

_____
Mayor of the City of Huntsville, Alabama

FIRST AMENDMENT TO GROUND LEASE AGREEMENT

THIS FIRST AMENDMENT TO GROUND LEASE AGREEMENT (this "Amendment") is entered into as of the __ day of _____, 2025, by and between **CITY OF HUNTSVILLE, ALABAMA**, an Alabama municipal corporation ("Lessor"), and **CLINTON ROW PARTNERS, LLC**, an Alabama limited liability company ("Lessee").

W I T N E S S E T H:

WHEREAS, Lessor and Lessee entered into that certain Ground Lease Agreement dated February 25, 2016 (as amended and assigned, the "Lease"), for the lease of those certain Retail Premises located on approximately 7,000 square feet of the Parking Garage Site (as defined in the Lease), together with (i) certain air space at and below the underside of the structure of the portion of the Parking Garage's (as defined in the Lease) second floor that is above the ground level of the Retail Land (as defined in the Lease), and (ii) certain other air space abutting the exterior of the back wall of each Bay (as defined in the Lease) sufficient to allow Lessee to install a heating, ventilation and air conditioning unit (the "Retail Premises");

WHEREAS, Lessee has requested, and Lessor has agreed, to expand the Retail Premises, subject to the terms of this Amendment and the Lease; and

WHEREAS, Lessor and Lessee desire to amend the Lease, as more particularly described herein.

NOW, THEREFORE, in consideration of these Retail Premises, the mutual covenants and agreements between the parties contained herein and in the Lease, 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. Recitals. The recitals are hereby incorporated by reference as if fully set forth herein.

2. Capitalized Terms. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Lease. As used herein, "Lease" shall mean the Lease as amended by this Amendment.

3. Extension of Term. Section 1 of the Lease is hereby amended to provide that the Term shall extend for forty-five (45) years after the Commencement Date. The parties acknowledge that the Commencement Date of the Lease is November 1, 2016.

4. Expansion of Retail Premises. Recital B of the Lease is hereby amended to add the following as subsection (iii):

> "; and (iii) that certain dumpster enclosure along the western boundary of the Parking Garage's ground floor"

5. Legal Description and Depiction of Retail Premises. Exhibit A-1 of the Lease entitled "Legal Description of Retail Land" is hereby deleted in its entirety and shall be substituted with Schedule A-1 attached hereto. Exhibit A-2 of the Lease entitled "Depiction of Retail Premises" is hereby deleted in its entirety and shall be substituted with Schedule A-2 attached hereto.

6. Ratification. Except as hereinabove specifically modified, all of the terms and provisions of the Lease are and shall remain in full force and effect, and the Lease, as amended hereby, is ratified by both parties. In the event of any conflict between the terms and provisions of this Amendment and of the Lease, the terms and provisions contained in this Amendment shall prevail. From and after the date of this Amendment, all references to "the Lease" or "this Lease" or words of similar import shall mean the Lease as amended by this Amendment.

7. Counterpart Execution. This Amendment 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 Amendment. Furthermore, the parties hereto each expressly agrees that if the signature of any party on this Amendment is not an original, but is a digital, mechanical or electronic reproduction (such as, but not limited to, a photocopy, e-mail, PDF, Adobe image, JPEG, telegram, or generated by electronic signature software such as DocuSign), then such digital, mechanical or electronic reproduction shall be as enforceable, valid and binding as, and the legal equivalent to, an authentic and traditional ink-on-paper original wet signature penned manually by its signatory; provided, however, either Lessor or Lessee may require an original wet signature.

8. Authority. Lessor and Lessee each represent and warrant to the other that: (a) this Amendment has been duly authorized, executed and delivered by such party; and (b) the person signing this Amendment has requisite authority to do so and the authority and power to bind the entity of whose behalf they have signed with respect to the matters set forth herein. Lessor further represents and warrants that no third-party consents are required for the effectiveness of this Amendment that have not already been obtained by Lessor.

9. Entire Agreement. This Amendment contains the entire understanding between the parties hereto with respect to the matters being amended as contained herein.

10. Binding Effect. This Amendment shall become binding and effective only upon execution and delivery of this Amendment by Lessor and Lessee to the other. The terms and conditions of this Amendment shall bind, and shall inure to the benefit of, the parties hereto and their permitted successors and assigns.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the parties hereunto set their seals and cause this First Amendment to Ground Lease Agreement to be duly executed by their respective authorized officers, all as of the day and year first above written.

LESSOR:

CITY OF HUNTSVILLE, ALABAMA, an Alabama municipal corporation

By: _____
Name: Tommy Battle
Its: 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 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 municipal corporation.

Given under my hand this the ____ day of _____, 2025.

_____
NOTARY PUBLIC
My Commission Expires:

[*Signature Page Continued on Next Page*]

[*Signature Page to First Amendment to Ground Lease Agreement*]

LESSEE:

CLINTON ROW PARTNERS, LLC, an Alabama limited liability company

By: _____
Name: Wesley Crunkleton
Its: Manager

STATE OF ALABAMA)

COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for the above County, in said State, hereby certify that **Wesley Crunkleton**, whose name as Manager of the **CLINTON ROW PARTNERS, LLC**, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this the 9th day of October, 2025.

Margaret Moore Crunkleton
NOTARY PUBLIC
My Commission Expires: 7/8/26

MARGARET MOORE CRUNKLETON
Notary Public
Alabama State at Large

202297948.v6

[*Signature Page to First Amendment to Ground Lease Agreement*]

JOINDER OF MORTGAGEE

The undersigned, as the mortgagee of Clinton Row Partners, LLC's leasehold estate under that certain Ground Lease Agreement between Clinton Row Partners, LLC, an Alabama limited liability company, as lessee, and City of Huntsville, Alabama, an Alabama municipal corporation, as lessor, dated February 25, 2016, as evidenced by that certain Memorandum of Lease, dated April 4, 2016, recorded as Instrument No. 20160412000193740, in the Office of the Judge of Probate, Madison County, Alabama, does hereby join in this First Amendment to Ground Lease Agreement for the purpose of evidencing its consent thereto.

MORTGAGEE:

RENASANT BANK, a Mississippi banking corporation

By: _____
Name: James W. Smith
Its: Senior Vice President

STATE OF ALABAMA)

COUNTY OF MADISON)

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that **James W. Smith**, whose name as Senior Vice President of **RENASANT BANK**, a Mississippi banking corporation, signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said banking corporation.

Given under my hand and official seal, this the 10th day of October, 2025.

Margaret Moore Crunkleton
Notary Public
My Commission Expires: 7/8/26

[Notarial Seal]

MARGARET MOORE CRUNKLETON
Notary Public
Alabama State at Large

202297948.v6

SCHEDULE A-1

Legal Description of Retail Land

TRACT 2

A parcel of land situated in Block 20 of the Quigley Map and in Section 36, Township 3 South, Range 1 West, Madison County, Alabama, {Bearings and Distances referenced to the Alabama State Plane Coordinate System, East Zone, NAD83(2011)} and being more particularly described as follows:

Commencing at the Northwest corner of Block 21 of the Quigley Map and at the Northwest corner of Unit 1 of the Downtown Washington Condominium (Plat Book 2024, Page 215); thence run North 77 degrees 20 minutes 08 seconds West 7.08 feet to a found mag nail; thence run South 62 degrees 52 minutes 47 seconds West 58.28 feet to the intersection of the South right of way of Clinton Avenue with the West right of way of Washington Street, the Northeast corner of Block 20 of said Quigley Map, and the Northeast corner of a parking garage; thence run South 58 degrees 05 minutes 18 seconds West 20.42 feet along the South right of way of said Clinton Avenue, the North line of said Block 20, and the North wall of said parking garage; thence run South 31 degrees 54 minutes 42 seconds East 9.72 feet to the outside of an existing wall and the Point of Beginning; thence run South 31 degrees 48 minutes 06 seconds East 43.09 feet along the outside of said existing wall; thence run South 58 degrees 04 minutes 24 seconds West 66.58 feet along the outside of said existing wall; thence run North 32 degrees 08 minutes 17 seconds West 42.49 feet along the outside of said existing wall; thence run North 57 degrees 33 minutes 18 seconds East 66.83 feet along the outside of said existing wall back to the Point of Beginning.

Said parcel contains 0.066 acres (2,886 square feet) more or less.

Also

TRACT 3

A parcel of land situated in Block 19 of the Quigley Map and in Section 36, Township 3 South, Range 1 West, Madison County, Alabama, {Bearings and Distances referenced to the Alabama State Plane Coordinate System, East Zone, NAD83(2011)} and being more particularly described as follows:

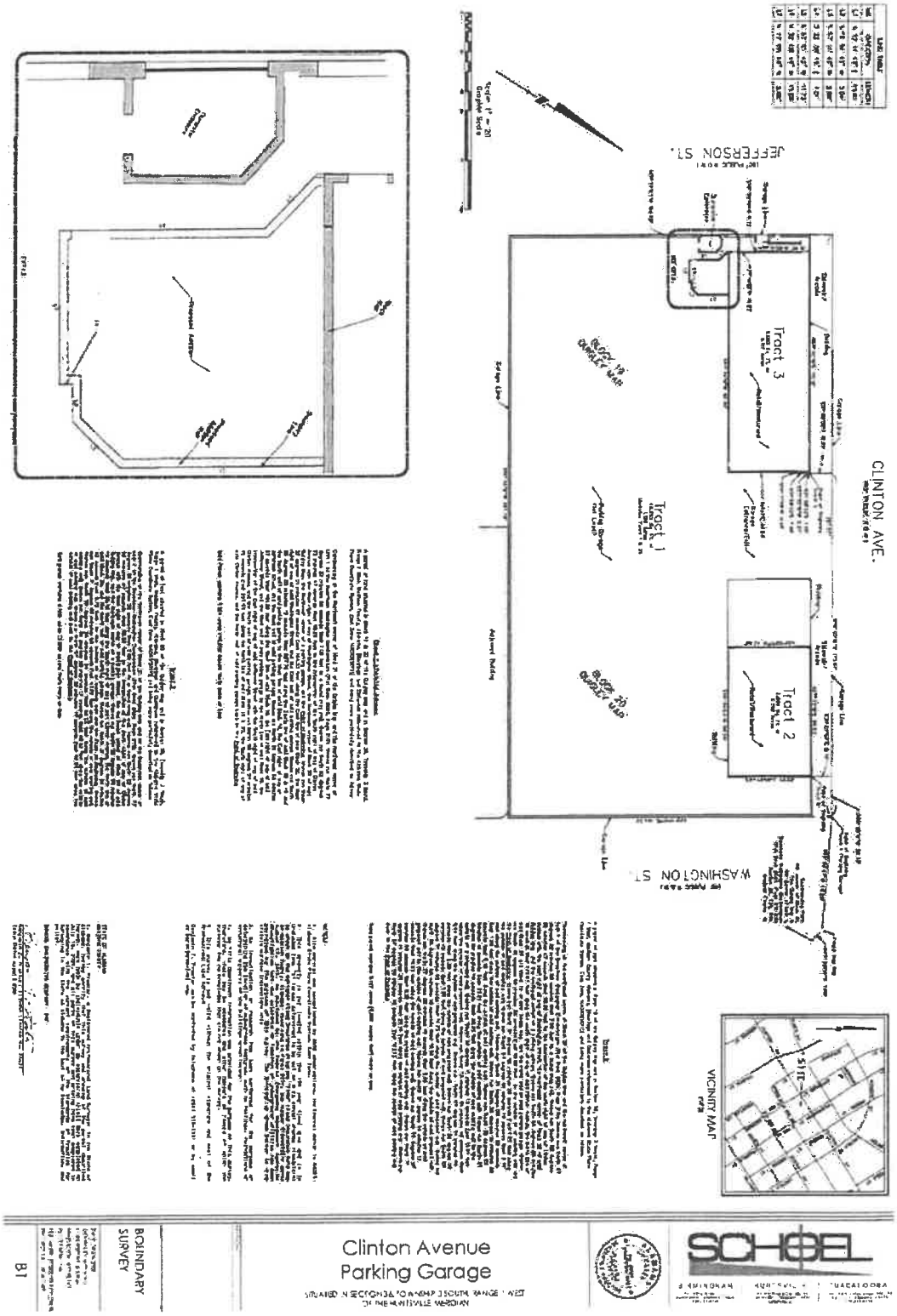
Commencing at the northwest corner of Block 21 of the Quigley Map and the northwest corner of Unit 1 of the Downtown Washington Condominium (Plat Book 2024, Page 215); thence run North 77 degrees 20 minutes 08 seconds West 7.08 feet to a found mag nail; thence run South 62 degrees 52 minutes 47 seconds West 58.28 feet to the intersection of the south right of way of Clinton Avenue with the west right of way of Washington Street, the northeast corner of Block 20 of said Quigley Map, and the northeast corner of a parking garage; thence run South 58 degrees 05 minutes 18 seconds West 175.67 feet along the south right of way of said Clinton Avenue, the north line of said Block 20 and Block 19 of said Quigly Map, and the north wall of said parking garage; thence run South 31 degrees 58 minutes 32 seconds East 10.82 feet to the outside of an existing wall and the Point of Beginning; thence run South 31 degrees 58 minutes 32 seconds East 1.00 feet along the outside of said existing wall; thence run South 57 degrees 55 minutes 16 seconds West 0.37 feet along the outside of said existing wall; thence run South 31 degrees 58 minutes 32 seconds East 7.09 feet along the outside of said existing wall; thence run South 58 degrees 01 minutes 28 seconds West 0.48 feet along the outside of said existing wall; thence run South 32 degrees 00 minutes 41 seconds East 33.93 feet along the outside of said existing wall; thence run South 57 degrees 59 minutes 19 seconds West 90.20 feet along the outside of said existing wall to the outside of a proposed wall; thence run South 32 degrees 11 minutes 13 seconds East 15.61 feet along the outside of said proposed wall; thence run South 12 degrees 51 minutes 42 seconds West 5.04 feet along the outside of said proposed wall; thence run South 57 degrees 51 minutes 42 seconds West 2.88 feet along the outside of said proposed wall; thence run South 32 degrees 08 minutes 18 seconds East 1.01 feet along the outside of said proposed wall; thence run South 57 degrees 51 minutes 42

seconds West 11.73 feet along the outside of said proposed wall; thence run North 32 degrees 08 minutes 18 seconds West 15.59 feet along the outside of said proposed wall; thence run North 77 degrees 08 minutes 18 seconds West 5.85 feet along the outside of said proposed wall to the outside of said existing wall; thence run North 31 degrees 14 minutes 12 seconds West 14.23 feet along the outside of said existing wall; thence run North 58 degrees 00 minutes 59 seconds West 0.32 feet along the outside of said existing wall; thence run North 31 degrees 15 minutes 28 seconds West 28.16 feet along the outside of said existing wall; thence run North 57 degrees 55 minutes 16 seconds East 113.12 feet along the outside of said existing wall back to the Point of Beginning.

Said parcel contains 0.117 acres (5,085 square feet) more or less.

SCHEDULE A-2

Depiction of Retail Premises



202297948.v6

(Space Above Line for Use by Recording Office)

THIS INSTRUMENT PREPARED BY:
W. Graham Burgess
MAYNARD NEXSEN, PC
655 Gallatin Street
Huntsville, Alabama 35801
(256) 551-0171

STATE OF ALABAMA)
COUNTY OF MADISON)

FIRST AMENDMENT TO MEMORANDUM OF GROUND LEASE

THIS FIRST AMENDMENT TO MEMORANDUM OF GROUND LEASE (this "Amendment") is made and entered into as of _____ _____, 2025, by and between **CITY OF HUNTSVILLE, ALABAMA**, an Alabama municipal corporation, ("Lessor") and **CLINTON ROW PARTNERS, LLC**, an Alabama limited liability company ("Lessee").

BACKGROUND:

WHEREAS, Lessor and Lessee entered into that certain Ground Lease Agreement dated February 25, 2016, as amended by the First Amendment to Ground Lease Agreement of even date herewith (as amended, the "Lease"), and

WHEREAS, Lessor and Lessee entered into that certain Memorandum of Ground Lease dated April 4, 2016, and recorded April 12, 2016, as Instrument No. 20160412000193740 in the Office of the Judge of Probate of Madison County, Alabama (the "Memorandum").

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties intending to be legally bound hereby agree as follows:

1. Recitals. The above stated recitals are true and correct and are incorporated herein by reference.

2. Lease of the Retail Premises. Exhibit B of the Memorandum entitled "Legal Description of Retail Land" is hereby deleted in its entirety and shall be substituted with Schedule A-1 attached hereto.

3. Term. Section 2 of the Memorandum is hereby amended to provide the Term of the Lease commences on the Commencement Date and shall end forty-five (45) years thereafter, unless sooner terminated as provided by the Lease. The Commencement Date of the Lease is November 1, 2016.

4. Conflict. In the event of a conflict between any provisions contained in the Memorandum and this Amendment, the terms contained in this Amendment shall control and govern the parties and their respective rights and duties. Except as specifically amended by this Amendment, the Memorandum shall remain unchanged and in full force and effect, and all other provisions of the Memorandum are hereby restated and reaffirmed in their entirety.

5. Defined Terms. All capitalized terms used but not defined herein shall have the same meanings ascribed to such terms in the Lease.

6. Counterparts. This Amendment may be executed in a number of identical counterparts. If so executed, each such counterpart is to be deemed an original for all purposes and all such counterparts shall, collectively, constitute one (1) agreement. Facsimile or electronic copies of this Amendment shall be valid for all purposes.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the parties hereunto set their seals and cause this First Amendment to Memorandum of Ground Lease to be duly executed by their respective authorized officers, all as of the day and year first above written.

LESSOR:

CITY OF HUNTSVILLE, ALABAMA, an Alabama municipal corporation

By: _____
Name: Tommy Battle
Its: 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 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 municipal corporation.

Given under my hand this the ____ day of _____, 2025.

_____
NOTARY PUBLIC
My Commission Expires:

[*Signature Page Continued on Next Page*]

[*Signature Page to First Amendment to Memorandum of Ground Lease*]

LESSEE:

CLINTON ROW PARTNERS, LLC, an Alabama limited liability company

By: _____
Name: Wesley Crunkleton
Its: Manager

STATE OF ALABAMA)

COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for the above County, in said State, hereby certify that **Wesley Crunkleton**, whose name as Manager of the **CLINTON ROW PARTNERS, LLC**, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this the 9th day of October, 2025.

Margaret Moore Crunkleton
NOTARY PUBLIC
My Commission Expires: 7/8/26

[*Signature Page to First Amendment to Memorandum of Ground Lease*]

JOINDER OF MORTGAGEE

The undersigned, as the mortgagee of Clinton Row Partners, LLC's leasehold estate under that certain Ground Lease Agreement between Clinton Row Partners, LLC, an Alabama limited liability company, as lessee, and City of Huntsville, Alabama, an Alabama municipal corporation, as lessor, dated February 25, 2016, as evidenced by that certain Memorandum of Lease, dated April 4, 2016, recorded as Instrument No. 20160412000193740, in the Office of the Judge of Probate, Madison County, Alabama, does hereby join in this First Amendment to Memorandum of Ground Lease for the purpose of evidencing its consent thereto.

MORTGAGEE:

RENASANT BANK, a Mississippi banking corporation

By: _____
Name: James W. Smith
Its: Senior Vice President

STATE OF ALABAMA)

COUNTY OF MADISON)

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that **James W. Smith**, whose name as Senior Vice President of **RENASANT BANK**, a Mississippi banking corporation, signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said banking corporation.

Given under my hand and official seal, this the 10th day of October, 2025.

Margaret Moore Crunkleton
Notary Public
My Commission Expires: 7/8/26

[Notarial Seal]

MARGARET MOORE CRUNKLETON
Notary Public
Alabama State at Large

204254939 v3

SCHEDULE A-1

Legal Description of Retail Land

A parcel of land situated in Block 20 of the Quigley Map and in Section 36, Township 3 South, Range 1 West, Madison County, Alabama, {Bearings and Distances referenced to the Alabama State Plane Coordinate System, East Zone, NAD83(2011)} and being more particularly described as follows:

Commencing at the Northwest corner of Block 21 of the Quigley Map and at the Northwest corner of Unit 1 of the Downtown Washington Condominium (Plat Book 2024, Page 215); thence run North 77 degrees 20 minutes 08 seconds West 7.08 feet to a found mag nail; thence run South 62 degrees 52 minutes 47 seconds West 58.28 feet to the intersection of the South right of way of Clinton Avenue with the West right of way of Washington Street, the Northeast corner of Block 20 of said Quigley Map, and the Northeast corner of a parking garage; thence run South 58 degrees 05 minutes 18 seconds West 20.42 feet along the South right of way of said Clinton Avenue, the North line of said Block 20, and the North wall of said parking garage; thence run South 31 degrees 54 minutes 42 seconds East 9.72 feet to the outside of an existing wall and the Point of Beginning; thence run South 31 degrees 48 minutes 06 seconds East 43.09 feet along the outside of said existing wall; thence run South 58 degrees 04 minutes 24 seconds West 66.58 feet along the outside of said existing wall; thence run North 32 degrees 08 minutes 17 seconds West 42.49 feet along the outside of said existing wall; thence run North 57 degrees 33 minutes 18 seconds East 66.83 feet along the outside of said existing wall back to the Point of Beginning.

Said parcel contains 0.066 acres (2,886 square feet) more or less.

Also

A parcel of land situated in Block 19 of the Quigley Map and in Section 36, Township 3 South, Range 1 West, Madison County, Alabama, {Bearings and Distances referenced to the Alabama State Plane Coordinate System, East Zone, NAD83(2011)} and being more particularly described as follows:

Commencing at the northwest corner of Block 21 of the Quigley Map and the northwest corner of Unit 1 of the Downtown Washington Condominium (Plat Book 2024, Page 215); thence run North 77 degrees 20 minutes 08 seconds West 7.08 feet to a found mag nail; thence run South 62 degrees 52 minutes 47 seconds West 58.28 feet to the intersection of the south right of way of Clinton Avenue with the west right of way of Washington Street, the northeast corner of Block 20 of said Quigley Map, and the northeast corner of a parking garage; thence run South 58 degrees 05 minutes 18 seconds West 175.67 feet along the south right of way of said Clinton Avenue, the north line of said Block 20 and Block 19 of said Quigly Map, and the north wall of said parking garage; thence run South 31 degrees 58 minutes 32 seconds East 10.82 feet to the outside of an existing wall and the Point of Beginning; thence run South 31 degrees 58 minutes 32 seconds East 1.00 feet along the outside of said existing wall; thence run South 57 degrees 55 minutes 16 seconds West 0.37 feet along the outside of said existing wall; thence run South 31 degrees 58 minutes 32 seconds East 7.09 feet along the outside of said existing wall; thence run South 58 degrees 01 minutes 28 seconds West 0.48 feet along the outside of said existing wall; thence run South 32 degrees 00 minutes 41 seconds East 33.93 feet along the outside of said existing wall; thence run South 57 degrees 59 minutes 19 seconds West 90.20 feet along the outside of said existing wall to the outside of a proposed wall; thence run South 32 degrees 11 minutes 13 seconds East 15.61 feet along the outside of said proposed wall; thence run South 12 degrees 51 minutes 42 seconds West 5.04 feet along the outside of said proposed wall; thence run South 57 degrees 51 minutes 42 seconds West 2.88 feet along the outside of said proposed wall; thence run South 32 degrees 08 minutes 18 seconds East 1.01 feet along the outside of said proposed wall; thence run South 57 degrees 51 minutes 42 seconds West 11.73 feet along the outside of said proposed wall; thence run North 32 degrees 08 minutes 18 seconds West 15.59 feet along the outside of said proposed wall; thence

run North 77 degrees 08 minutes 18 seconds West 5.85 feet along the outside of said proposed wall to the outside of said existing wall; thence run North 31 degrees 14 minutes 12 seconds West 14.23 feet along the outside of said existing wall; thence run North 58 degrees 00 minutes 59 seconds West 0.32 feet along the outside of said existing wall; thence run North 31 degrees 15 minutes 28 seconds West 28.16 feet along the outside of said existing wall; thence run North 57 degrees 55 minutes 16 seconds East 113.12 feet along the outside of said existing wall back to the Point of Beginning.

Said parcel contains 0.117 acres (5,085 square feet) more or less.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** 2025-1012

Department: Water Pollution Control

Subject: **Type of Action:** Approval/Action
Resolution authorizing the Mayor to enter into a Contract between the City of Huntsville, Alabama and the low bidder, Mark Johnson Construction, L.L.C., for Periodic Bid for Sanitary Sewer Operations-2025, Project No. 71-25-SP30.

Resolution No.

Finance Information:

Account Number: will be assigned individually as work orders are delivered to the contractor
City Cost Amount: $7,650,000.00
Total Cost: $7,650,000.00

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:
A periodic bid project utilizing tradesmen hourly unit items to complete Sanitary Sewer Plant and Pump Station rehabilitation and new construction projects. Construction of these projects is intended to be performed within the shortest possible time frame with the work beginning and ending on dates selected by the City of Huntsville for each work authorization. Failure to comply with the times specified in the Notice to Proceed (NTP) may, in the sole determination of the City of Huntsville, result in the contractor being prohibited from bidding on additional work for the City of Huntsville, until such time as contractor is back on schedule. Account Nos. will be assigned individually as work orders are delivered to the Contractor.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** TMP-6074

Department: Water Pollution Control

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

Resolution authorizing the Mayor to enter into a Contract between the City of Huntsville, Alabama and the low bidder, Mark Johnson Construction, L.L.C., for Periodic Bid for Sanitary Sewer Operations-2025, Project No. 71-25-SP30.

Resolution No.

Finance Information:

Account Number: will be assigned individually as work orders are delivered to the contractor
City Cost Amount: $7,650,000.00
Total Cost: $7,650,000.00

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:

A periodic bid project utilizing tradesmen hourly unit items to complete Sanitary Sewer Plant and Pump Station rehabilitation and new construction projects. Construction of these projects is intended to be performed within the shortest possible time frame with the work beginning and ending on dates selected by the City of Huntsville for each work authorization. Failure to comply with the times specified in the Notice to Proceed (NTP) may, in the sole determination of the City of Huntsville, result in the contractor being prohibited from bidding on additional work for the City of Huntsville, until such time as contractor is back on schedule. Account Nos. will be assigned individually as work orders are delivered to the Contractor.

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, Alabama and the low bidder, Mark Johnson Construction, L.L.C., in the Not-to-Exceed (NTE) amount of SEVEN MILLION SIX HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($7,650,000.00) for Periodic Bid for Sanitary Sewer Operations-2025, Project No. 71-25-SP30, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama. The contract time for this Periodic Contract is one (1) year from the date of award, with services provided on an as-needed basis with up to the Not-to-Exceed (NTE) Amount. The City of Huntsville, Alabama reserves the right to extend the contract time for up to two (2) additional one (1) year periods with each renewal year having a new Not-to-Exceed (NTE) amount in the same amount as the initial year. Notification of yearly renewal shall be by written letter from the City Engineer subject to City Council Approval, which said Contract is substantially in words and figures similar to that document attached hereto and identified as "Contract between the City of Huntsville, Alabama and Mark Johnson Construction, L.L.C., for Periodic Bid for Sanitary Sewer Operations-2025, Project No. 71-25-SP30," consisting of a total of one (1) page plus sixty-three (63) additional pages consisting of Attachments A-L, Supplement to General Requirements for Construction of Public Improvements and all Addenda, "Certification of Compliance with Title 39, Code of Alabama," and "E-Verify Statement," and the date of October 23, 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 23rd day of October, 2025.

_____

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

APPROVED this the 23rd day of October, 2025.

_____

Mayor of the City of Huntsville, Alabama

CONTRACT BETWEEN CITY OF HUNTSVILLE, ALABAMA
AND
MARK JOHNSON CONSTRUCTION, L.L.C.
FOR
PERIODIC BID FOR SANITARY SEWER OPERATIONS-2025
PROJECT NO. 71-25-SP30

STATE OF ALABAMA}
MADISON COUNTY}

THIS CONTRACT, made and entered into this 23rd day of October, 2025, between the CITY OF HUNTSVILLE, ALABAMA, a Municipal Corporation, sometimes referred to herein as City, and MARK JOHNSON CONSTRUCTION, L.L.C., sometimes referred to herein as Contractor.

-WITNESSETH-

WHEREAS, the City desires to install, construct or make certain improvements known as Periodic Bid for Sanitary Sewer Operations-2025, Project No. 71-25-SP30, in the City of Huntsville, Madison County, Alabama, all in accordance with details, specifications, surveys and general requirements prepared by the City of Huntsville Urban Development Department - Engineering Division, which are on file in the Office of the City Engineer of the City of Huntsville, Alabama, all of which details, specifications, surveys and general requirements are made a part of this Contract, and

NOW, THEREFORE, it is agreed that the Contractor promises and agrees to make such improvements for the party of the first part for the considerations hereinafter set out. The Contractor promises and agrees to furnish all necessary labor, materials, and equipment for the doing of the same, all to be done in accordance with such details, plans, specifications, and general requirements hereto attached and made a part of this Contract.

FOR THE PERFORMANCE of such work, the city agrees to pay the Contractor as follows per Attachment "A".

BY: _____
Tommy Battle, Mayor

_____
Mark Johnson Construction, L.L.C.

_____
Shaundrika Edwards
City Clerk

ATTEST: _____

_____
City Council President

DATE: October 23, 2025

PERIODIC BID FOR SANITARY SEWER OPERATIONS-2025
PROJECT #71-25-SP30

CITY OF HUNTSVILLE, ALABAMA

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	ATTACHMENT "A"				10/9/2025
	City of Huntsville				
	PERIODIC BID FOR SANITARY SEWER OPERATIONS - 2025				
	Project No. 71-25-SP30				
	ATTACHMENT "A"				
ITEM #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**UNIT PRICE**	**BID AMOUNT**
1	**A. CONTRACT MOBILIZATION, (3% OF THE TOTAL COST OF THE WORK ORDER ADJUSTED FOR FINAL QUANTITIES)**	1			
2	**Truck Driver:** Drive tractor-trailer truck to transport fabricated products or materials to specified destinations. The per hour rate shall include full compensation for said driver, fuel and the use of all trucking equipment from shop location to the project location as specified by the City of Huntsville.	5,000	HR	$184.00	$920,000.00
3	**Coating Applicator:** Technician applies wastewater grade coating to manufacturers specification whether onsite or within contractors shop. The per hour rate shall include full compensation for technician, expendables and the use of all coating equipment either onsite or within the contractors shop where certified coating is required. Contractor shall be paid for the coating materials under the materials item. All other equipment, expendables and personnel cost shall be incorporated into unit hour rate.	5,000	HR	$156.00	$780,000.00

	ATTACHMENT "A"				10/9/2025
	City of Huntsville				
	PERIODIC BID FOR SANITARY SEWER OPERATIONS - 2025				
	Project No. 71-25-SP30				
	ATTACHMENT "A"				
ITEM #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**UNIT PRICE**	**BID AMOUNT**
4	**Sandblaster:** Technician abrades surfaces of metal or hard-composition objects to remove adhering scale, sand, paint, grease, tar, rust, and dirt, and to impart specified finish, using abrasive-blasting equipment: Shovels or pours abrasives, such as sand, grit, or shot of specified grade into machine hopper. Contractor shall be paid for the abrasive materials under the materials item. All other equipment, expendables and personnel cost shall be incorporated into unit hour rate.	**5,000**	**HR**	**$170.00**	$850,000.00
5	**Welder**: A person to lay out, fit, and fabricate metal components to assemble structural forms, such as machinery frames, bridge parts, and pressure vessels, using knowledge of welding techniques, metallurgy, and engineering requirements. Includes experimental welders who analyze engineering drawings and specifications to plan welding operations where procedural information is unavailable. The per hour rate shall include full compensation for technician, expendables and the use of all welding equipment within the contractors shop where certified welding is required. Contractor shall have competent welders holding certifications in ASME IX and AWS D1.1.	**5,000**	**HR**	**$165.00**	$825,000.00

	ATTACHMENT "A"				10/9/2025
	City of Huntsville				
	PERIODIC BID FOR SANITARY SEWER OPERATIONS - 2025				
	Project No. 71-25-SP30				
	ATTACHMENT "A"				

ITEM #	DESCRIPTION	BID QTY	BID UNIT	UNIT PRICE	BID AMOUNT
6	**Millwright:** A person who installs stationary industrial machinery and mechanical equipment according to layout plans using hand and power tools, inspects and examines machinery and equipment to detect irregularities and malfunctions, adjusts machinery, repaires or replaces defective parts, operates machine tools to fabricate parts required during overhaul, maintenance, or set-up of machineries, and ensures operating safety devices function properly on completion of repairs, modifications, and installations.	5,000	HR	$192.00	$960,000.00
7	**Machinist:** A tradesman who sets up and operates conventional, special-purpose, and numerical control machines and machining centers to fabricate metallic and nonmetallic parts, and fits and assembles machined parts into complete units, applying knowledge of machine shop theory and procedures, shop mathematics, machinability of materials, and layout techniques: Studies blueprints, sketches, drawings, manuals, specifications, or sample parts to determine dimensions and tolerances of finished workpiece, sequence of operations, and setup requirements. The per hour rate shall include full compensation for technician, expendables and the use of all machining equipment within the contractors shop.	5,000	HR	$192.00	$960,000.00

	ATTACHMENT "A"				10/9/2025
	City of Huntsville				
	PERIODIC BID FOR SANITARY SEWER OPERATIONS - 2025				
	Project No. 71-25-SP30				
	ATTACHMENT "A"				
ITEM #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**UNIT PRICE**	**BID AMOUNT**
8	**Form Carpenter:** A carpenter must be able to solve mathematical problems to properly measure for the amount of materials needed to construct a form. A form carpenter should also be organized to plan the sequence of work from start to finish, and he must be able to use carpentry tools such as hand saws, electric saws and drills. A form carpenter should have a good eye for detail and be able to check that the work is level, plumb and square. He must also be able to read and understand blueprints, diagrams, and local and national building codes. The unit hour rate shall include the carpentar, all hand tools, expendables and electric tools necessary for form carpentary.	**5,000**	**HR**	**$192.00**	$960,000.00
9	**Concrete Finisher:** Tradesman should be able to perform minor forming and the placement of structral reinforcing per plans and documents. Trademan should also be proficient in the placement, vibration and finishing of both structural and flatwork concrete projects. Per hour rate shall include the tradesman, hand tools and expendables for concrete construction.	**5,000**	**HR**	**$192.00**	$960,000.00
10	**Tradesman Helper:** Said helper shall be an aid to any of the tradesman listed above. Helpers shall be semi-skilled in the trade to which he is deployed and utilize the tools of the trademan he is assisting. The per unit hour rate shall be all inclusive number for this helper	**5,000**	**HR**	**$87.00**	$435,000.00

	ATTACHMENT "A"				10/9/2025
	City of Huntsville				
	PERIODIC BID FOR SANITARY SEWER OPERATIONS - 2025				
	Project No. 71-25-SP30				
	ATTACHMENT "A"				
ITEM #	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**UNIT PRICE**	**BID AMOUNT**
	TOTAL BASE BID PRICE (for evaluation purposes only): Basis of payment will be determined by multiplying the measured in place quantities determined in the field by the contract bid unit prices.				**$7,650,000.00**
	ALL ITEMS SHALL BE CONSIDERED IN-PLACE. UNIT PRICE SHALL INCLUDE ALL LABOR, MATERIALS, EQUIPMENT, AND INCIDENTAL ITEMS REQUIRED FOR INSTALLATION.				
	COMPANY MARK Johnson Construction, LLC **SIGNATURE** **DATE** 10-10-25				

ATTACHMENT "B"
PROPOSAL

TO: **THE CITY OF HUNTSVILLE**
Public Services Building
320 Fountain Circle
Huntsville, Alabama

PROPOSAL OF: Mark Johnson Construction, LLC
(NAME)
Physical Office: 4200 Joe Mallisham Pkwy. Tuscaloosa, AL 35401
(ADDRESS)
Mailing: PO Box 20040 Tuscaloosa, AL 35402

TO MAKE CERTAIN IMPROVEMENTS ENTITLED:

PERIODIC BID FOR SANITARY SEWER OPERATIONS-2025
PROJECT #71-25-SP30

FOR THE CITY OF HUNTSVILLE, ALABAMA.

GENTLEMEN:

The undersigned bidder has carefully examined the bid documents, the specifications, the 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 City Engineer 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, material and other items or cost to construct a complete facility.

In the event a project requires a work item(s) not specified herein, the successful contractor shall submit to the City of Huntsville a description of the additional work items required and the proposed additional charges for such work, which shall be reviewed by the City of Huntsville for content and costs approval. At such time that unspecified work items are discovered at the site, all work shall cease on that particular project until final approval is obtained from the City of Huntsville.

Certificates of Insurance are required naming the City as additional insured. Also, the name of the project and the project number should be included on the certificate. The Certificates should reflect the insurance coverage required herein. The Certificates are to be signed by a person authorized by the Insurer to bind coverage on its behalf and must indicate coverage will not be canceled or non-renewed except after thirty (30) days prior written notice to the City at the following address: City of Huntsville, P.O. Box 308, Huntsville, Alabama 35804 ATTN: Mary Ridgeway.

The undersigned bidder understands that the contract time for this periodic contract is one (1) year from the date of award, with services provided on an as-needed basis up to the Not to Exceed (NTE) Amount. The City of Huntsville reserves the right to extend the contract time for up to two (2) additional one (1) year periods with each renewal year having a new NTE Amount in the same amount as the initial year. Yearly renewals are at the discretion of the City of Huntsville and are subject to the availability of funds. Notification of yearly renewal shall be by written letter from the City Engineer.

PERIODIC BID FOR SANITARY SEWER OPERATIONS-2025
PROJECT #71-25-SP30
PAGE TWO

In the event that the NTE Amount is reached prior to the end of any yearly term, the City Engineer, at his or her discretion and subject to the availability of funds, may elect to advance the time for renewal in order to best meet the needs of the City, provided that total term of the original contract year and the two potential renewal periods does not exceed a total of three years from the initial date of award of the contract and provided the total expenditures are no more than three times the original Not to Exceed Amount.

Each project to be performed within this contract will require a separate work authorization and purchase order from City of Huntsville. Beginning and end dates for each project will be stated and shall be signed by contractor accepting the terms for each work authorization. Bid prices shall remain firm for the entire length of the contract. Any price increase imposed during the extended contract period shall be in exact increments of any increase imposed by the contractor's supplier. Written verification of any such increase must be submitted to the City of Huntsville for consideration and approval prior to any costs being incurred. If an agreement cannot be reached concerning any such price increases, the City of Huntsville reserves the right to cancel the contract.

The City of Huntsville will direct and approve the work element and the quantities required for each project location and will compute the overall cost for each element of work and their respective quantities.

THE UNDERSIGNED BIDDER ALSO AGREES AS FOLLOWS:

Within fifteen (15) days after the date of notice of acceptance of this proposal to execute the contract and to furnish to the City of Huntsville, Alabama, a labor and material bond and a performance bond, each in the amount of 100% of the contract amount, to remain in effect for the duration of the contract, and as allowed by State Law, and approved by the OWNER.

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.

PERIODIC BID FOR SANITARY SEWER OPERATIONS-2025
PROJECT #71-25-SP30
PAGE THREE

DATED: October 10, 20 25.

(IF AN INDIVIDUAL, PARTNERSHIP, OR NON-INCORPORATED ORGANIZATION)

SIGNATURE OF BIDDER _____

BY J. Mark Johnson, Manager

ADDRESS OF BIDDER PO Box 20040 Tuscaloosa, AL 35402

NAMES AND ADDRESSES OF MEMBERS OF THE FIRM:

J. Mark Johnson PO Box 20040 Tuscaloosa, AL 35402

_____ _____

OUR CONTRACTOR'S STATE LICENSE NO. IS MU-U 46597

(IF A CORPORATION)
SIGNATURE OF BIDDER _____

BY _____

BUSINESS ADDRESS _____

INCORPORATED UNDER THE LAWS OF THE STATE OF _____

NAMES OF OFFICERS

PRESIDENT _____

SECRETARY _____

TREASURER _____

MANDATORY ACKNOWLEDGEMENT OF ADDENDA: Addenda will only be emailed to those bidders who attend and have signed in at the pre-bid meeting. Acknowledgement of receipt of addenda is mandatory using Attachment "C" and attachment must be submitted with bid package. Failure to do so shall be cause for rejection of the bid. It is the responsibility of all bidders to refer to the website for any updates.

ATTACHMENT "C"

PERIODIC BID FOR SANITARY SEWER OPERATIONS-2025
PROJECT #71-25-SP30

MANDATORY ACKNOWLEDGEMENT OF ADDENDA

Acknowledgement of receipt of Addenda is Mandatory. Failure to acknowledge receipt shall be cause for rejection of the bid. By signing below, Bidder acknowledges receipt of Addenda and the date received.

ADDENDUM NO.	DATE RECEIVED
#1	10/01/2025
#2	10/07/2025

COMPANY Mark Johnson Construction, LLC

SIGNATURE J. Mark Johnson

TITLE J. Mark Johnson, Manager

DATE October 10, 2025

ATTACHMENT "D"

PERIODIC BID FOR SANITARY SEWER OPERATIONS-2025
PROJECT #71-25-SP30

SUBCONTRACTOR'S LISTING

All subcontractors must be approved in writing by Owner. Any additional subcontractors needed during the contract period shall be approved by written letter from the Owner. Contractor shall **immediately** notify Mary Ridgeway via email at mary.ridgeway@huntsvilleal.gov and the Owner's project inspector of any changes to subcontractor list for the duration of the project.

TASKS TO BE PERFORMED	SUBCONTRACTOR NAME	LICENSE NO.	ADDRESS	ITEM #'S OF WORK TO BE PERFORMED
Surveying/Layout				
Permitting				
Clearing & Grubbing				
Erosion Control				
Traffic Control				
Excavation				
Concrete				
Storm Drainage				
Sanitary Sewer				
Shoring/Monitoring				
Retaining Walls				
Bridges				
Railroads				
Traffic (signals, loops)				
Street Lights				
Electrical				
Water				
Asphalt				
Landscaping (Trees, grassing)				
Irrigation				
Striping				
Sewer Testing				
Guardrails				
Handrails				
Painting	Industrial Coatings Group, Inc.	48244	Jemison, AL	Paint Sub
Special (fencing, benches, dewatering etc.)				
Mechanical				
SCADA				
Other	Tommy Stanley	052583	Hanceville, AL	Carpentry Sub

ATTACHMENT "E"

PERIODIC BID FOR SANITARY SEWER OPERATIONS-2025
PROJECT #71-25-SP30

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. Huntsville Western Area Phase 1 Expansion $36,924,043.00
   759 Landess Circle, Madison, AL
   Owner: City of Huntsville
   Engineer: Garver, Wes Cardwell, PE 256-382-6238

2. Madison Quarry WTP Expansion $20,146,768.60
   420 Dunlop Blvd., Madison, AL
   Owner: Madison Utiltites
   Engineer: Krebbs, Caleb Leach 205-987-7411

3. Hilliard Fletcher WRRF Phase II Improvements, $12,225,000.00
   4010 Reece Phifer, Tuscaloosa, AL 35401
   Owner: City of Tuscaloosa
   Engineer: Garver, Wes Cardwell, PE 256-382-6238

4. North Shelby WRRF Filter Improvements, $9,378,875.00
   161 Village St., Birmingham, AL
   Owner: Alabama Water Utilities
   Engineer: Municipal Consultants, Stuckey Godfrey, PE 205-822-0387

5. Ed Love Raw Water Pump Station Improvements, $18,499,879.00
   1125 Jack Warner Pkwy., Tuscaloosa, AL
   Owner: City of Tuscaloosa
   Engineer: Jacobs, Derrik Kelly, PE 205-209-3013

ATTACHMENT "F"

MANDATORY Pre-Bid meeting to be held on Wednesday, October 1, 2025, at 10:00 a.m., in the 6th Floor Training Room #624, located at 305 Fountain Circle, Huntsville, AL 35801. Bidders must attend this pre-bid meeting to be eligible to submit a bid.

NOTICE TO CONTRACTORS

WANTED: Sealed bids in duplicate for the construction of: Periodic Bid for Sanitary Sewer Operations-2025, more particularly known as Project No. 71-25-SP30.

Description of Project: A periodic bid project utilizing tradesmen hourly unit items to complete Sanitary Sewer Plant and Pump Station rehabilitation and new construction projects. Construction of these projects is intended to be performed within the shortest possible time frame with the work beginning and ending on dates selected by the City of Huntsville for each work authorization. Failure to comply with the times specified in the Notice to Proceed (NTP) may, in the sole determination of the City of Huntsville, result in the contractor being prohibited from bidding on additional work for the City of Huntsville, until such time as contractor is back on schedule.

The attention of all bidders is called to Code of Alabama §§ 34-8-1 and 34-8-2 (1975) and 34-8-1, 34-8-2, 34-8-4, 34-8-6, 34-8-7, 34-8-8 and 34-8-9(amended 1996) setting forth the definition of general contractor and the licensing procedures and requirements for state licensing. A copy of the above Codes may be obtained from the OWNER (City of Huntsville). No one is entitled to bid and no contract may be awarded to anyone who does not possess a valid general contractor's license and the required classification for the municipal type work to be performed. The general contractor's license and classification must appear on the outside of the bid envelope along with the general contractors name and address, project name and number and date and time of bid opening. Section 39-3-5 Code of Alabama has been amended as follows:

"In awarding the Contract, preference will be given to Alabama resident contractors and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded the Contract only on the same basis as the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances."

This project, Periodic Bid for Sanitary Sewer Operations-2025, more particularly known as Project No. 71-25-SP30 requires the contractor to possess a State of Alabama Classification of (MU) Municipal & Utility.

After proposals are opened and read, they will be compared on the basis of the summation of the products or approximate quantities shown in Attachment "A", multiplied by the unit bid prices. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern. In the event of a discrepancy between the prices shown in figures and in words, the words shall govern. A proposal will not be considered unless signed by the bidder or his authorized agent and accompanied by cashier's check or properly signed bid bond, as required by law.

In determining the successful bidder, the Owner will consider in addition to the bid prices, such responsibility factors as characteristics and responsibility, skill, experience, record of integrity in business, and of performance offered and past record of performance on Owner contracts on other similar projects. Any other factors not specifically mentioned or provided for herein, in addition to that of the bid price which would affect the final cost of the Owner, will be taken into consideration in making award of contract. The right is reserved to reject any bid where investigation of the business and technical organization of the bidder available for the contemplated work, including financial resources, equipment, and experience on similar projects does not satisfy the Owner that such bidder is qualified to perform the work. The City Council of the City of Huntsville reserves the right to reject any and all bids and to waive informalities.

Separate sealed bids for the construction of this project will be received at the City Hall, 305 Fountain Circle, in the 6th Floor in Training Room 624, on the 10th day of October, 2025, until 10:00 am. Each bid shall be accompanied by an original signed, dated and sealed Bid Bond in the amount of not less than five percent (5%) of the total shown on the schedule of prices, but not exceeding $10,000.00. Quantities are known as Attachment "A". No bidder may withdraw his bid within ninety (90) days after the actual date of opening. If bids are mailed, please address them to Attn: Engineering Procurement & Contracts Coordinator, 305 Fountain Circle, Huntsville, AL 35801.

These Addenda, Special Provisions, Plans, the Supplement to General Requirements for Construction of Public Improvements City of Huntsville Specifications, Standard Specifications for Construction of Public Improvements Contract Projects and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complimentary and to describe and provide for a complete work. Contract Document Order of Precedence shall be as follows:

1. Addenda
2. General Requirements (Instructions to Bidders and Bid Proposal including Attachments)
3. Supplement to General Requirements
4. Drawings / City of Huntsville Standard Specifications for Construction of Public Improvements Contract Projects 1991
5. Supplemental Specifications (Earthwork, Chain Link Fences, and Gates)
6. Special Conditions
7. Current ALDOT Specifications

Standard Specifications for Construction of Public Improvements Contract Projects and Engineering Standards are available at no charge by downloading from the City Engineering website: http://www.huntsvilleal.gov/government/departments/engineering-department/. Plans and proposals can be downloaded from our website at no cost: www.huntsvilleal.gov/engineeringbids. Contractors will be responsible for costs of duplicating their own plans and can choose photocopying facility of their choice. Additionally, Contractors are responsible for checking website for any revisions/updates. Contractor is required to submit pricing, provided by the COH (Attachment "A") and made available for download from the Engineering website, on either a CD-RW (preferably in a live/flash drive format) in the Excel format. The CD-RW (preferably in a live/flash drive format) must be in working condition and included with original bid packet and reflect the correct revision, along with two signed hard copies. Bid must be submitted from the file (Quantities) provided and downloaded from the City of Huntsville's website. Failure to do so may be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the CD in any manner. If a price discrepancy is found on the CD-RW, or the correct version of bid quantities is not submitted on the CD-RW which corresponds to the printed hard copy, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail. All bids must be SEALED before submittal at the bid opening. Any bids received that are not sealed will be immediately rejected.

E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as " the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2). Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

"By signing this contract the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

Contractor's E-Verify Memorandum of Understanding shall be a part of the contract bid documents and shall be submitted with the bid package.

ALABAMA IMMIGRATION ACT (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975)

Compliance with the requirements of the (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30, as amended by Alabama Act 2012-241, commonly referred to as the Alabama Immigration Law, is required for City of Huntsville, Alabama contracts that are competitively bid as a condition of the contract performance. The Contractor shall submit in the bid package, with the requested information included on the form, the "City of Huntsville, Alabama Report of Ownership Form" listed in the bid proposal as Attachment "I". The bidder selected for award of the contract may be required to complete additional forms relating to citizenship or alien status of the bidder and its employees, including e-verify information, prior to award of a contract.

ALABAMA ACT 2016-312

"In accordance with Alabama Act 2016-312 as adopted and approved on May 5, 2016, on behalf of Mark Johnson Construction, LLC **(insert name of business) I do hereby certify and represent that this business is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.**

Title: J. Mark Johnson, Manager
(Signature of authorized individual) "

Advertise Date: 9/24/25

ATTACHMENT "G"
SAMPLE FORM

REQUEST FOR PAYMENT
CITY OF HUNTSVILLE ENGINEERING DIVISION

PROJECT NAME AND NUMBER:

ESTIMATE NUMBER: _____ PERIOD FROM: _____ TO _____

CONTRACT DURATION _____ DAYS
START DATE: _____ END DATE: 1/0/00 TOTAL CONTRACT TIME (3) 0 DAYS

TIME C.O. # 1 _____
TIME C.O. # 2 _____ CONTRACT DAYS REMAINING 0
TIME C.O. # 3 _____

TOTAL CONTRACT AMOUNT (1) AS AWARDED $ - CURRENT $ -

C.O. # 1 $ -
C.O. # 2 $ -
C.O. # 3 $ -

TOTAL AMOUNT EARNED TO DATE LESS STORED MATERIALS (2): $ -

MATERIAL STORED (INVOICE ATTACHED) $ -

RETAINAGE (5%) OF 50% OF CONTRACT $ -

AMOUNT EARNED AFTER RETAINAGE $ -

Amount is in accordance with ALDOT and COH specifications and is based on the contract amount before change orders.

LIQUIDATED DAMAGES PER DAY 200

LIQUIDATED DAMAGES ASSESSED TO DATE: -

Damages, if applicable, will automatically be calculated by subtracting the contract end date from the invoice period end date and multiplying the days by the daily damages amount. Damages will automatically be deducted from amounts otherwise due.

TOTAL AMOUNT PREVIOUSLY APPROVED TO DATE: $ -

AMOUNT DUE THIS ESTIMATE WITHOUT LIQUIDATED DAMAGES $ -

A: % OF TIME ELAPSED: TIME ELASPED TO DATE / TOTAL CONTRACT TIME (3) 0 DAYS / DAYS =

B: PROJECT COMPLETION: TOTAL EARNED TO DATE (2) - / TOTAL CONTRACT AMOUNT - = #DIV/0!

C: PROGRESS OF WORK: B - A: =

CONTRACTORS CERTIFICATE

I, _____ the duly qualified, acting and authorized agent for the contractor _____ on the above project, do hereby certify that we have performed all of the work set forth in strict accordance with the plans, specifications, laws and ordinances applicable thereto, and do further certify that all labor, materials and equipment listed herein have been paid for in full as allowed on all prior estimates and if requested to do so, we will show evidence of payment for the same in writing before the final payment of this estimate. We further certify (if this is the final estimate) that the amount received hereunder is considered compensation and final payment in full for all work performed under the contract, including any amendments thereto and, upon payment of said sum, hereby release the Owner, its employees, agents, and representatives in accordance with said contract. We further certify that we fully guarantee all work performed hereunder for a period of twelve months from the date of payment of the final estimate (in accordance with the terms of our original contract and all amendments thereto), during which time all terms and conditions of the original contract document shall remain in full force and effect, including the insurance requirements, Hold Harmless Agreement, and Indemnifying Agreement as contained in said contract documents.

CERTIFIED FOR PAYMENT ON THIS THE _____ **DAY OF** _____

BY: _____ CONTRACTOR: _____

TITLE: _____

SIGNED: _____ WITNESS: _____
SIGNATURE

We have checked the quanities and extensions to this estimate, and to the best of our knowledge, the estimate is true and correct.

APPROVED FOR PAYMENT

BY: _____
CONSTRUCTION INSPECTOR

BY: _____
PROJECT ENGINEER

BY: _____
KATHY MARTIN, CITY ENGINEER
OR LYNN MAJORS, ADMINISTRATIVE OFFICER

IF FINAL ESTIMATE, DATE WORK WAS COMPLETED: _____

ATTACHMENT "H"

All vendors/contractors are required to submit a Federal Tax Form W-9 to City of Huntsville at the time a contract is awarded, unless vendor/contractor is already registered and doing business with the City. No payments of invoices can be made until this W-9 Tax Form has been properly submitted. A copy of the W-9 Tax Form can be obtained at the following website: www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf

ATTACHMENT "I"

CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

A. **General Information.** Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): Mark Johnson Construction, LLC
- City of Huntsville current taxpayer identification number (if available): _____
  (Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

B. **Type of Ownership**. Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

Type of Ownership (*check appropriate box*)	**Entity I. D. Number & Applicable State**
☐ Individual or Sole Proprietorship	~~Not Applicable~~
☐ General Partnership	~~Not Applicable~~
☐ Limited Partnership (LP)	Number & State:
☐ Limited Liability Partnership (LLP)	Number & State:
☑ Limited Liability Company (LLC) (Single Member)	Number & State: 27-3845896 Alabama
☐ LLC (Multi-Member)	Number & State:
☐ Corporation	Number & State:
☐ Other, please explain:	Number & State (if a filing entity under state law):

C. **Entity I.D. Numbers.** If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: www.sos.state.al.us/, under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

D. **Formation Documents.** Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, ***are not required unless:*** (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.

Signature: J. Mark Johnson Title (if applicable): Manager

Type or legibly write name: J. Mark Johnson Date: 10/10/2025

E-Verify

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THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the Mark Johnson Construction, LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

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

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

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

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

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

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

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

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

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

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

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

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

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

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

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

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b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

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

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

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

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

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

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

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

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

a. Scanning and uploading the document, or

b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

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

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

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

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

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

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

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

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

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

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Approved by:

Employer Mark Johnson Construction, LLC	
Name (Please Type or Print) Joseph M Johnson	Title Manager
Signature Electronically Signed J. Mark Johnson 10/10/2025	Date 06/20/2011
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 06/20/2011

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Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Mark Johnson Construction, LLC
Company Facility Address	4200 Joe Mallisham Pkwy. Tuscaloosa, AL 35401
Company Alternate Address	P.O. Box 20040 Tuscaloosa, AL 35402
County or Parish	TUSCALOOSA
Employer Identification Number	273845896
North American Industry Classification Systems Code	237
Parent Company	LLC
Number of Employees	45 to 49
Number of Sites Verified for	1

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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)

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

Name	Kristy M Fife
Phone Number	(205) 752 - 1978
Fax Number	(205) 737 - 7304
Email Address	kristy@mjohnsonconstruction.com

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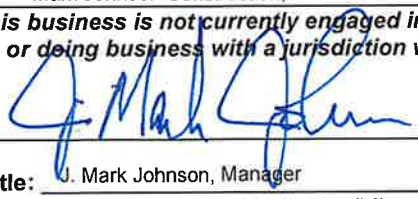
ATTACHMENT "J"

"In accordance with Alabama Act 2016-312 as adopted and approved on May 5, 2016, on behalf of Mark Johnson Construction, LLC ***(insert name of business) I do hereby certify and represent that this business is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.***



Title: J. Mark Johnson, Manager

(Signature of authorized individual)"

ATTACHMENT "K"

CERTIFICATE OF COMPLIANCE WITH ACT 2016-312

I, the undersigned, certify to the State of Alabama as follows:

a. I am authorized to provide representations set out in this Certificate as the official and binding act of the Contractor, and have knowledge of Alabama's Act 2016-312.

b. In compliance with Act 2016-312, the Contractor is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

Signature: _____

Name of Certifying Official (print): J. Mark Johnson

Title: Manager

Date of Certification (mm/dd/yyyy): 10/10/2025

ATTACHMENT "L"

TRACER WIRE SPECIFICATION

Open-Trench Installation: direct burial #12 AWG Solid (0.0808" diameter), steel core soft drawn tracer wire, 250# average tensile break load, 30 mil high molecular-high density polyethylene jacket complying with ASTM-D-1248, 30 volt rating.

Directional Bore or Jacked Installation: direct burial #12 AWG Solid (0.0808" diameter), steel core hard drawn extra high strength horizontal directional drill tracer wire, 1150# average tensile break load, 45 mil high molecular-high density polyethylene jacket complying with ASTM-D-1248, 30 volt rating.

SUPPLEMENT TO GENERAL REQUIREMENTS

FOR

CONSTRUCTION OF PUBLIC IMPROVEMENTS

PERIODIC BID FOR SANITARY SEWER OPERATIONS-2025

PROJECT #71-25-SP30

CITY OF HUNTSVILLE, ALABAMA

SUPPLEMENT TO GENERAL REQUIREMENTS

1. GENERAL

The attention of all bidders is called to Code of Alabama §§ 34-8-1 and 34-8-2 (1975) AND 34-8-1, 34-8-2, 34-8-4, 34-8-6, 34-8-7, 34-8-8 AND 34-8-9 (AMENDED 1996) setting forth the definition of general contractor and the licensing procedures and requirements for state licensing. No one is entitled to bid and no contract may be awarded to anyone who does not possess a valid general contractor's license and the required classification for the municipal type work to be performed. The general contractor's State of Alabama license and classification must appear on the outside of the bid envelope along with the general contractor's name and address, project name and number and date and time of bid opening. Failure to provide this will be cause to reject the bid.

In determining the successful bidder, the Owner will consider in addition to the bid prices, such responsibility factors as characteristics and responsibility, skill, experience, record of integrity in business, and of performance offered and past record of performance on Owner contracts on other similar projects. Any other factors not specifically mentioned or provided for herein, in addition to that of the bid price which would affect the final cost to the Owner, will be taken into consideration in making award of contract. The right is reserved to reject any bid where investigation of the business and technical organization of the bidder available for the contemplated work, including financial resources, equipment, and experience on similar projects does not satisfy the Owner that such bidder is qualified to perform the work. The City Council of the City of Huntsville reserves the right to reject any and all bids and to waive informalities.

Separate sealed bids for the construction of this project shall be accompanied by Bid Bond in the amount of five percent (5%) of the amount of the bid not to exceed $10,000.00 or as otherwise set by OWNER. Quantities are known as Attachment "A". No bidder may withdraw his bid within ninety (90) days after the actual date of opening. Addenda, the Supplement to General Requirements for Construction of Public Improvements City of Huntsville Specifications, Standard Specifications for Construction of Public Improvements Contract Projects, the supplemental specifications, the plans, special provisions and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions, unless obviously incorrect, shall govern over scaled dimensions. Contract Document Order of Precedence shall be as follows: 1. Addenda; 2. General Requirements (instructions to Bidders and Bid Proposal including attachments); 3. Supplement to General Requirements; 4. Drawings/City of Huntsville Standard Specifications for Construction of Public Improvements Contract Projects, 1991; 5. Supplemental Specifications (Earthwork, Chain Link Fences, and Gates); 6. Special Conditions; and 7. Current ALDOT Specifications. All bid openings and any scheduled pre-bid conferences are open to the public and will be held in the Public Services Conference Room on the 1st Floor at 320 Fountain Circle, Huntsville, Alabama, unless otherwise noted.

All references to OWNER shall mean City of Huntsville, Alabama. All references to City Engineer shall mean OWNER.

2. PROPOSAL PREPARATION

(A) Proposal Form. The bidder's proposal must be submitted on the complete original proposal form furnished him by the City. Unless otherwise provided in the proposal, joint venturers may submit a proposal for a joint venture of qualified bidders on a proposal form issued to one of them, provided each venturer has taken out a proposal and provided the proposal is signed by each co-venturer.

(B) Details. On the proposal form, the bidder shall enter in words and numbers a unit price. The extended amount bid (unit price x quantity) will total automatically by a formula that has been designated by COH for the appropriate column of each bid item, exclusive of those items for which a fixed contract unit price and extension amount are shown, unless bidder is submitting a handwritten original. On lump sum items an entry shall be shown in the amount bid column. If a bidder wishes to bid an item free, then he shall enter 0 (zero) in both the unit price column and amount bid column. After all extensions are made, the bidder shall total the extended amounts of the bid items and show his total bid amount in the appropriate place on the proposal form. All figures shall be legibly shown in ink or typed. Any interlineation, erasure or other alteration of a figure shall be initialed by the signer of the proposal. The City will check the extension of each item given in the proposal and correct all errors and discrepancies. In case of a discrepancy between a unit bid price and the extension amount, the unit price shall govern. The sum of the extension amounts will be the contract bid price. See Attachment "A".

(C) Signing. The bidder's proposal must be signed with ink by the individual, by one or more members of the

partnership, by one or more members or officers of each firm representing a joint venture, or by one or more officers of a corporation or by an agent of the Contractor legally qualified and acceptable to the City. If the proposal is made by an individual, his name and post office address must be shown; by a partnership, the name and post office address of each partnership member must be shown; as a joint venture, the name and post office address of each member or officer of the firms represented by the joint venture must be shown; by a corporation, the name of the corporation and the business address of its corporate officials must be shown. The proposal bid bond, if bid bond is tendered, shall be properly signed by the bidder and the surety.

(D) Irregular Proposals. Proposals will be considered irregular and will be rejected if they contain any omissions, alteration of form, additions not called for, incomplete bids (includes failure to enter a unit bid price on a bid item or, in the case of an alternate, the alternate being bid by the Contractor), interlineations, erasures or alterations not initialed by the person signing the proposal, or other irregularities of any kind. Bids that are not signed will be considered non-responsive and will be rejected. No proposal will be opened that does not contain the contractor's Alabama State license number on the outside of the envelope. Proposals may be rejected at any time prior to the execution of the contract. Any bidder using the same or different names for submitting more than one proposal upon any project will be disqualified from further consideration on that project.

(E) Delivery of Proposals. Each proposal for each contract shall be placed, together with the proposal guaranty, in a sealed envelope on the outside of which is written in large letters "Proposals for Work" and so marked as to indicate the project name, project number, bidder name, and State license number. Proposals will be received by the OWNER or his representative unless otherwise provided until the hour and date set in the notice to Contractors for the opening thereof. No proposal will be considered which has not been received prior to the hour and date set for the opening of bids. Proposals received after that time will be returned. No proposal will be opened that does not contain the contractor's Alabama State license number on the outside of the envelope.

3. **QUANTITIES**

The undersigned bidder understands that when unit prices are called for, the quantities shown herein are approximate only and are subject to increase or decrease, and offers to do the work whether the quantities are increased, or decreased, at the unit prices stated in the proposal. Any substantial changes on work performed requiring an increase must be approved by change order prior to work and authorized by City Council action. The undersigned bidder also understands that when lump sum bids are called for, bidder will be required to furnish all equipment, labor, material and other items or cost to construct a complete facility. See Attachment "A" - Bid Quantities.

4. **CHANGES TO CONTRACT**

(A) Change to Contract Price.

The contract price may only be changed by a change order. Any claim for additional compensation shall be based on written notice delivered to the Owner and Engineer within three (3) days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within three (3) days of such occurrence unless OWNER allows an additional period of time to ascertain more accurate data. The contract price constitutes the total compensation payable to the contractor for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the contractor shall be at his expense without changing the contract price. The owner may at any time without notice to the sureties, by written order designated or indicated to be a change order, make any change in the work within the general scope of the contract, including but not limited to changes: (1) in the specifications; (2) in the method or manner of performance of the work; (3) in the owner-furnished facilities, equipment, materials, services, or site; or (4) directing acceleration in the performance of the work. Any other written order or an oral order from the owner which causes any such change, shall be treated as a change order under this clause, provided that the contractor gives the owner written notice stating the date, circumstances, and source of the order and that the contractor regards the order as a change order.

(B) Change to Unit Price.

Prices to remain firm for the first year of the contract term. Any price increase imposed during the extended contract period shall be in exact increments of any increase imposed by the contractor's supplier. Written verification of any such increase must be submitted to the City of Huntsville for consideration. If an agreement cannot be reached concerning any such price increases, the City of Huntsville reserves the right to cancel the contract.

(C) Change to Items.

In the event a project requires a work item(s) not specified herein, the successful contractor shall submit to the City of Huntsville a description of the additional work items required and the proposed additional charges for such work, which shall be reviewed by the City of Huntsville for content and costs approval. At such time that unspecified work items are discovered at the site, all work shall cease on that particular project until final approval is obtained from the City of Huntsville.

(D) Change to Contract Time.

The undersigned bidder understands that the Contract Time for this periodic contract is one (1) year from the date of award, with services provided on an as-needed basis. The City of Huntsville reserves the right to extend this contract for an additional one (1) year period on an annual basis up to two (2) times provided the contract does not exceed three (3) years.

Each work order will have a contract time assigned by OWNER based upon a particular project. Beginning and end dates for each project will be stated and issued with the Notice to Proceed (NTP) authorization letter prior to the commencement of work.

All claims for adjustment in the contract time shall be determined by OWNER.

(E) Time extension for abnormal weather conditions

In order for the owner to award a time extension for abnormal weather, the following conditions must be satisfied:

1. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

2. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without fault or negligence of the contractor.

The following table of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) and similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractors normal progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities. The contractor's bid shall include the impact of the anticipated lost days in his quotation for the time he is to be on site.

Monthly anticipated adverse weather delay work days based on (5) day work week

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
11	8	6	4	4	5	6	4	4	3	4	8

Actual adverse weather delay days must prevent work on critical activities for 50% or more of the contractors scheduled work day before it is considered a weather delay day.

5. **MAINTAIN OFFICE**

The successful contractor shall establish an office in Huntsville, Alabama, with telephone service, and shall maintain close liaison with the OWNER.

6. **SUBCONTRACTORS**

The prime contractor shall be responsible for all work covered under the executed contract; therefore, this responsibility cannot be shifted by subcontracting the work to others. All subcontractors shall be approved by the OWNER. A list of all subcontractors proposed for use on the project shall be provided at the time that bids are received. This document will be known as ATTACHMENT "D". Any additional subcontractors needed during the contract period shall be approved by the owner. Lien waivers will be required from all subcontractors at the time of submittal of the final payment request for each work order.

7. **BID BOND**

Accompanying this proposal is a certified check or original signed, dated and sealed, bid bond in the amount of not less than five per (5%) of the total base bid amount shown on Attachment "A", not to exceed $10,000.00 dollars, payable to the City of Huntsville, Alabama, which is to be forfeited, if, in the event that proposal of bidder is accepted, the undersigned bidder shall fail to execute the contract and furnish a satisfactory contract bond under the conditions and within the time specified in this proposal; otherwise, said certified check or bid bond is to be returned to the undersigned.

8. **PERFORMANCE AND PAYMENT BONDS**

All bonds must be approved by the City of Huntsville. **Within fifteen (15) days after the date of notice of acceptance of this proposal to execute the contract and to furnish to the City of Huntsville, Alabama, a labor and material bond and a performance bond, each in the amount of 100% the contract amount, to remain in effect for the duration of the contract, and as allowed by State Law, and approved by the OWNER.**

9. **LIABILITY INSURANCE (SEE ALSO ATTACHED INSURANCE FOR CONTRACTORS, WHICH IS SHOWN AS SECTION 23.)**

The Contractor shall provide and maintain comprehensive general public liability insurance protecting the Contractor and the City against claims arising out of or resulting from the Contractor's operation under his contract for personal injury or property damage with minimum combined single limits of $1,000,000, whether such operations are performed by himself, or by anyone directly or indirectly employed by them. In addition, a copy of the policy may be requested upon award. Certificates of insurance acceptable to the City shall be filed with the City prior to commencement of work and said certificate shall provide that policies will not be altered or canceled until at least 30 days prior written notice has been given to the City.

The Contractor shall indemnify and hold the OWNER, its officers and employees harmless from any suits, claims, demands, damages, liabilities, costs and expenses including reasonable attorney's fees, arising out of or resulting from the performance of the work. Certificates of Insurance are required naming the City as the Certificate Holder. The Certificates should reflect the insurance coverage required herein. The Certificates are to be signed by a person authorized by the Insurer to bind coverage on its behalf and must be an original signature. Certificates signed using digital signatures will not be accepted unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is intended as their signature. The Certificates must indicate coverage will not be canceled or non-renewed except after thirty (30) days prior written notice to the City at the following address: City of Huntsville, P.O. Box 308, Huntsville, Alabama 35804, Attention: Mary Ridgeway.

10. **LICENSES AND CLASSIFICATIONS**

In order to receive the award of this contract, the Contractor shall be required to possess a valid general contractor's license in accordance with Code of Alabama §§34-8-2 (1975) and (1996 amended) Code of Alabama as stated in Section 1 above. This general contractor's license shall be a State of Alabama general contractor's license and shall be maintained throughout the term of this contract. A valid City of Huntsville license shall also be maintained throughout the term of this contract.

The required classification for this project is stated in the Notice to Contractors also known as Attachment "F".

11. **PERMITS**

Additionally, the contractor shall be required to obtain and pay for all other federal, state or local permits, licenses, and fees which may be necessary or required in order to perform the work detailed herein. A City of Huntsville Contractor's License must be obtained from the City of Huntsville Inspection Department at the time signatures are obtained on contracts. A copy of City of Huntsville license shall be provided to the OWNER at the time the contract is executed.

12. **PAYMENT**

A COH PAY file (Excel) will be provided for each project to the successful contractor for submitting requests for payment. The OWNER agrees to pay the contractor as follows: Once each month per project the OWNER shall make partial payment to the Contractor on the basis of duly certified and approved estimates of the work performed during the preceding month by the Contractor, less five (5%) of the amount of such estimate, which is to be retained by the City until all of the work has been performed. Owner reserves the right to withhold payments for, but not limited to: a) defective work not remedied or defective materials not removed from site; b) claims filed, or reasonable evidence indicating imminent filing of claims against the Contractor; c) failure of the Contractor to make payments properly to subcontractors or for material or labor; d) a reasonable doubt that the Contract can be completed for the balance then

unpaid; e) damage to another Contractor; f) performance of work in violation of the terms of the Contract; g) expiration of Contract time. All pay requests will be submitted by email. The OWNER will provide the Excel file to the contractor. Each submittal shall include a printed , signed (in blue ink) PDF copy along with the Excel pay file. The OWNER will update the pay file and return to the Contractor after each submittal. No further retainage will be held after fifty percent of the contract is complete. All payments to contractor will be made as soon as practical after the approval and finance processes have been completed. SEE SECTION 31 FOR INFORMATION ON FINAL PAYMENT.

13. **EXAMINATION OF SPECIFICATIONS, PROPOSAL, CONTRACT AND SPECIAL PROVISIONS**

Before submitting a proposal, bidders shall examine carefully the proposal form, standard specifications, supplemental specifications, contract, and special provisions. It is mutually agreed that the submission of a proposal shall be prima facie evidence that the bidder has made such examination and has judged for and satisfied himself as to the requirements of standard specifications, supplemental specifications, special provisions, and contract. No adjustments or compensation will be allowed for losses caused by failure to comply with this requirement. Bidders are advised that the City disclaims responsibility for any opinions, conclusions, interpretations, or deductions that may be expressed or implied in any of the information presented or made available to bidders; it being expressly understood that the making of deductions, interpretations, and conclusions from all of the accessible factual information is the sole responsibility of the bidder.

14. **INCLUSIONS TO CONTRACT**

The parties further agree that the advertisement for bids, instructions to bidders, proposal, specifications, general requirements, supplement to general requirements and general terms and conditions together with any addenda thereto made prior to submission of the contractor's proposal and all modifications agreed to by the parties and issued after the execution of this contract are a part of this contract as if fully set out herein.

15. **COMMENCEMENT OF WORK**

All work shall begin within three (3) days of the work authorization after Contractor is notified unless delay is authorized by a City of Huntsville representative. Once work has begun, it should be completed in the shortest reasonable time and within the calendar days allocated for completion of the project. If work is not completed as allocated, Contractor will pay liquidated damages in accordance with Section 80.11 "Schedule of Liquidated Damages" for each day thereafter until all work is completed.

16. **STORAGE OF MATERIALS**

The Contractor shall not permit the storage of materials on or use of any property outside the right-of-way easement or property identified as the project site.

17. **LIQUIDATED DAMAGES**

It is further understood and agreed by and between the parties to this contract, that in the event the work to be performed under this contract is not completed at the expiration of the contract time, then, and in that event, the Contractor shall pay to the City the amounts per calendar day by the schedule shown in the schedule in the City of Huntsville Standard Specifications, Section 80.11 – "Schedule of Liquidated Damages" for each day thereafter until such work is completed. The City will deduct said sum or sums from any money due the Contractor under this contract for any and all invoices submitted after the contract due date. (See Section 12.). Liquidated damages will automatically calculate on the COH Pay disk and be deducted from all invoices when the invoice estimate period end date is later than the contract completion date.

18. **TRAFFIC FLOW**

The Contractor shall be responsible for the uninterrupted, orderly and safe flow of traffic around, on, over or across the project site.

19. **TERMINATION FOR CONVENIENCE**

A. The City may for any reason whatever terminate performance under this Contract in whole or in part by the Contractor for convenience. The City shall give written notice of such termination to the Contractor specifying when the full or partial termination becomes effective.

B. The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work

when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts and shall not purchase any additional supplies, equipment or materials for the Work, and shall make every effort to mitigate the costs of termination. The Contractor shall settle the liabilities and claims arising out of their termination of subcontracts and orders. The City may direct the Contractor to assign the contractor's right, title and interest under terminated orders or subcontracts to the City or its designee and may direct the Contractor to take steps to preserve the Work in place at the time of the termination.

C. The Contractor shall transfer title and deliver to the Owner such completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

D. (1) The Contractor shall submit a termination claim to the City and the Consultant specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Contractor fails to file a termination claim within six (6) months from the effective date of termination, the owner shall pay the Contractor, an amount derived in accordance with subparagraph (3) below.

(2) The City and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.

(3) Absent agreement to the amount due to the Contractor, the City shall pay the Contractor the following amounts:

(a) Contract prices for labor, materials, equipment and other services accepted under this Contract.

(b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Contractor would not have profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any. Costs incurred in performing the terminated portion of the work must have been incurred prior to the effective date of the termination.

(c) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph B of this clause. These costs shall not include amounts paid in accordance with other provisions hereof.

The Total Sum to be paid the Contractor under this clause shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

The Owner specifically reserves the right to convert a termination for convenience into a termination for cause within one (1) year after the effective date of the termination for convenience, in the event that the Owner becomes aware of circumstances or conditions with regards to the Work that would have warranted the Owner terminating for default, had those circumstances or conditions been properly known by the Owner, at the time of the termination for convenience. The Owner may, upon written notice to the Contractor of its intention to convert the termination for convenience to a termination for cause. initiate the termination for cause procedures at that time, as set forth in the Performance Bond, and the termination for convenience shall then be converted to a termination for cause.

20. **TERMINATION FOR CAUSE**

A. If the Contractor persistently or repeatedly refuses or fails to complete the work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or material, or if Contractor fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Contract, then the Owner may by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled or receive any further payment until the Work has been completed.

B. If the unpaid balance of the Contract Price exceeds the cost of finishing the work, including compensation for the additional professional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the City. This obligation for payment shall survive the termination of the Contract.

C. In the event the employment of the Contractor is terminated by the City for cause pursuant to Paragraph A and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience and the provisions of the Termination for Convenience clause shall apply.

21. UNBALANCED BIDS

The City may reject a bid as non-responsive if the prices bid are materially unbalanced between line items. A bid is materially unbalanced when it is based on prices which are significantly overstated or understated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the City even though it may be the low evaluated bid.

22. ADDITIONAL INSURANCE REQUIREMENTS

The Contractor shall carry insurance of the following kinds and amounts in addition to any other forms of insurance or bonds required under the terms of the contract specifications. The Contractor shall procure and maintain for the duration of the job until final acceptance by the Owner, or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE OF INSURANCE

1. General Liability

Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after the Owner's approval. General Liability Coverage and Owners Contractors Protective Insurance should be written by this same insurance company.

Commercial General Liability

Products and Completed Operations
Contractual
Personal Injury
Explosion, Collapse and Underground
Broad Form Property Damage

2. Professional Liability

N/A

3. Automobile Liability

Business Automobile Liability providing coverage for all owned, hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms.

4. Worker's Compensation Insurance

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations.

5. Employers Liability Insurance

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

B. MINIMUM LIMITS OF INSURANCE

1. General Liability

Commercial General Liability on an occurrence form for bodily injury and property damage:

$2,000,000	General Aggregate Limit
$2,000,000	Products - Completed Operations Aggregate
$1,000,000	Personal and Advertising Injury
$1,000,000	Each Occurrence

2. Professional Liability

N/A

3. Automobile Liability

$1,000,000 Combined Single Limit per accident for bodily injury and property damage.

4. Worker's Compensation

As required by the State of Alabama Statute. The coverage should include waiver of subrogation.

5. Employers Liability

$100,000	Bodily Injury
$500,000	Policy Limit by Disease

C. OTHER INSURANCE PROVISIONS

The Owner is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the Owner's best interest. If the insurance requirements are not adjusted by the Owner prior
to the Owner's release of specifications with regard to the project in questions, then the minimum limits shall apply.

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages Only:

a. The Owner, its officers, employees, agents and specified volunteers are to be covered as Additional Insureds, as their interest may appear, as respects: liability arising out of activities performed by or on behalf of the contractor, architect, engineer, land surveyor or consulting firm for products used by and completed operations of the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, employees, agents or specified volunteers.

b. The Contractor's insurance coverage shall be primary insurance as respects the Owner, its officers, employees, agents, and specified volunteers, as their interest may appear. Any insurance or self-insurance maintained by the Owner, its officers, officials, employees, agents or specified volunteers shall be excess of the Contractor's insurance and shall not contribute to it.

c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

a. The Contractor is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Owner. Cancellation of coverage for non-payment of premium will
require ten (10) day's written notice to the Owner.

b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner, its officers, employees, agents or specified volunteers.

D. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with an A. M. Best's rating of no less than B + V.

E. VERIFICATION OF COVERAGE

The Owner shall be indicated as a Certificate Holder and the Contractor shall furnish the Owner with Certificates of Insurance reflecting the coverage required by this document. The A.M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the Owner before work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time. Certificates signed using digital signatures will not be accepted unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is intended as their signature.

F. SUBCONTRACTOR WORKING FOR GENERAL CONTRACTOR, OR ARCHITECT, ENGINEERS, LAND SURVEYORS OR CONSULTING FIRMS WORKING FOR THE ENGINEER OF RECORD

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and/or endorsements for each subcontractor. The Engineer of Record shall include all architects, engineers, land surveyors or consulting firms as insured under its policies other than professional liability, or shall furnish separate certificates and/or endorsements for each architect, engineer, land surveyor or consulting firm. Subcontractors working for the contractor or architects, engineers, land surveyors, or consulting firms working for the Engineer or Record shall be required to carry insurance.

G. HOLD HARMLESS AGREEMENT

1. Other Than Professional Liability Exposures

The Contractor, architect, engineer, land surveyor or consulting firm, to the fullest extent permitted by law, shall indemnify and hold harmless the City of Huntsville, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom and (2) is caused by any negligent act or omission of the contractor, architect, engineer, land surveyor or consulting firm, or any of their subcontractors, subconsultants, or anyone directly or indirectly employed by any of them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

2. The architect, engineer, land surveyor or consulting firm agrees that as respects to negligent acts, errors, or omissions in the performance of professional services, to indemnify and hold harmless the City of Huntsville, its officers, agents, employees, and specified volunteers from and against any and all claims, demands, losses and expenses including, but not limited to attorney's fees, liability, or consequential damages of any kind or nature resulting from any such negligent acts, errors, or omissions of the architect, engineer, land surveyor or consulting firm or any of their subconsultants, or anyone directly or indirectly employed by any of them or anyone for whose acts they are legally liable.

23. **DOMESTIC PREFERENCES**

In the performance of this contract, the contractor shall comply with Ala Code (1975) §§ 39-3-1 through 39-3-5 in supplying steel, materials, supplies, other products, and labor. Failure to comply with these requirements shall subject the contractor to the penalties set forth in the sections of the Alabama Code set forth above.

24. **TIME IS OF THE ESSENCE**

Time is of the essence in the performance of this contract.

25. **NO DAMAGES FOR DELAYS**

In the event that the Contractor is delayed in the performance of the work for the reasons set forth in □80.09 of the City of Huntsville's Standard Specifications for the construction of Public Improvements, Contract Projects, 1991, then the Contractor's recovery for such delay shall be limited to the extensions of time in contract performance in accordance with the provisions of §80.09 and in §4(c) "Changes in Contract Time" as set forth in the Request for Bids.

In such circumstances, time extensions are the sole remedy provided to the Contractor. The Contractor shall make no claim for extra compensation due to delays of the project beyond his control. Such delays may include those caused by an act of neglect on the part of the owner or the engineer, or by an employee of either, or by any separate contractor employed by the Owner, or by any changes ordered in the work, or by labor disputes, fire, unusual delays in transportation, adverse weather condition not reasonably anticipatable, unavoidable casualties, or by delay specifically authorized by the owner in writing pending the resolution of any disputes, or by any other cause which the Owner determines may justify delay.

26. **CONTRACTOR RESPONSIBLE FOR LOCATING UTILITIES PRIOR TO CONSTRUCTION INITIATION**

The Contractor's attention is specifically directed to §50.07 -Cooperation with Utilities and Non-Highway Public Facilities of the City of Huntsville's Standard Specifications for the Construction of Public Improvements, Contract Projects, 1991. In addition to the responsibilities placed on the Contractor by that clause, the Contractor shall be responsible for having existing utilities located prior to excavations. The existence and location of any underground utility pipes or structures shown on these drawings have been obtained by a search of the available records. The City assumes no responsibility as to completeness or accuracy of the depicted location on these drawings. The Contractor shall be responsible for taking precautionary measures to protect the utility lines shown and all other lines not of record or not shown on these drawings by verification of their location in the field prior to the initiation of the work.

27. **CORRECTION TO CITY OF HUNTSVILLE'S STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF PUBLIC IMPROVEMENTS, CONTRACT PROJECTS, 1991**

§80.09 (b) 2.of the City of Huntsville's Standard Specifications for the construction of Public Improvements, Contract Projects, 1991 refers to the definition of recovery time as being set forth in Section 10.01. Inasmuch as this definition was omitted from §10.01, the following definition shall be incorporated :

Recovery Time. Recovery time is defined as the time required, after the controlling item or items of work have been substantially damaged as a result of conditions and causes beyond the control of the Contractor and not due to his negligence of fault, to restore the work to the condition existing prior to such damage so that normal operations can be resumed on the contract pay items. Recovery time shall be the number of days required by the Contractor, working with normal forces, to restore the work as described above.

28. **WARRANTIES**

Contractor shall provide a minimum of one year warranty of all materials and services from date of final completion. Additionally, all manufacturer's warranties on materials used in providing the services shall be provided to the owner with the final payment request. Separate warranty bonds may be required on specialty items as determined by the Owner and will be shown as a separate line item in the quantities prior to bidding.

29. **COORDINATION WITH OTHER CONTRACTORS**

It shall be the responsibility of the contractor to coordinate with other separate contractor's who may be working on the site or an adjacent site with regards to access to the site, storage of materials and working on a non-interference basis.

30. **W-9 TAXPAYER FORM**

All vendors/contractors are required to submit a Federal Tax Form W-9 to City of Huntsville at the time a contract is awarded, unless vendor/contractor is already registered and doing business with the City. No payments of invoices can be made until this W-9 Tax Form has been properly submitted. A copy of the W-9 Tax Form can be obtained at the following website: www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf

31. **FINAL PAYMENT**

Final payment to be based upon each separate project work order issued by OWNER and made payable to construction contractor after contractor provides the following: advertising of completion for four (4) consecutive weeks, lien waivers have been provided from all subcontractors. This final payment will be retainage only. All work will be complete prior to advertisement of completion. Advertisement of completion will be in a Huntsville local newspaper. The final payment request of retainage only will be submitted along with the advertisement of completion, warranties, and lien waivers.

32. **PROJECT COMPLETION DATE**

The project completion date will be set by the COH Project Engineer. This date will be after all work has been completed. Therefore, all work will be completed before any advertisement of completion is made. The completion date will always be before the first advertisement date.

33. **LIEN WAIVERS**

Lien waivers will be required from all subcontractors working for the contractor. These lien waivers shall be included with your final payment package. The contractor is responsible for obtaining signatures from his subcontractors. If no subcontractors are used, contractor must provide a statement indicating such.

34. **LOWEST RESPONSIVE AND RESPONSIBLE BIDDER**

For the purpose of determining the lowest responsive, and responsible bidder, the OWNER shall consider the total base bid amount only, with the award going to the lowest overall bidder. It is understood that when unit prices are called for, the quantities shown herein are approximate only and are subject to increase or decrease, and bidder offers to do the work whether the quantities are increased, or decreased, at the unit prices stated in the original bid submittal. The undersigned bidder also understands that when lump sum bids are called for, bidder will be required to furnish all equipment, labor, material and other items or cost to construct a complete facility. Basis of payment will be determined by the actual quantities measured (to be determined by the COH) and multiplied by the contract bid unit prices as originally submitted with the bid documents.

35. **NON-RESIDENT BIDDERS**

In awarding the Contract, preference will be given to Alabama resident contractors and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded the Contract only on the same basis as the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances.

36. **CORRECTION TO SECTION 105 – EXCAVATION AND EMBANKMENT 105.04 (a) Method of Measurement**

Section 105.04 will remain as stated when estimated borrow material is less than 2500 C.Y.

When estimated borrow material is more than 2500 C.Y., Section 105.04 is revised to remove the last paragraph: "Borrow material will be measured at the point of delivery, inside the delivery truck less 30 percent for shrinkage."

37. **CORRECTION TO SECTION 847 – PIPE CULVERT JOINT SEALERS**

Section 847 is deleted and replaced with Section 846 – Pipe Culvert Joint Sealers, ALDOT Specifications for Highway Construction, Current Edition.

38. **NPDES CONSTRUCTION REQUIREMENTS**

For areas of this project meeting the Alabama Department Of Environmental Management (ADEM) definition of a "Construction Site", the Contractor shall prepare and apply for, pay the necessary fees, post the required registration at the jobsite prior to commencing work, and maintain the worksite and records in accordance with the ADEM requirements for National Pollutant Discharge Elimination System (NPDES) registration. Off site borrow pits utilized in the construction of this project are included in the requirement. NPDES Construction Site is construction that disturbs 1 acre or greater or will disturb less than 1 acre but is part of a larger common plan of development or sale whose total land disturbing activities total 1 acre or greater. An NPDES construction site also includes construction sites, irrespective of size, whose stormwater discharges have a reasonable potential to be a significant contributor of pollutants to a water of the State, or whose stormwater discharges have a reasonable potential to cause or contribute to a violation of an applicable Alabama water quality standard as determined by the Department. The Contractor is referred to the "Alabama Department Of Environmental Management Field Operations Division – Water Quality Program - Division 335 – 6" for complete definitions and requirements. The Contractor is also referred to Item 11 of these General Requirements, sections 50.15, 50.16, and 70.02 of the City of Huntsville "Standard Specifications For Construction Of Public Improvements, Contract Projects" (Specifications)

Contractor violations of the permit by rule which results in enforcement actions from ADEM including fines and/or work stoppage shall be the responsibility of the Contractor. Fines assessed to the Contractor or the OWNER because of Contractor action shall be paid by the Contractor. No extension of contract time shall be considered as a result of enforcement. Enforcement history will also be considered by the OWNER in its decision to issue future proposals or award future contracts in accordance with disqualification provisions of Section 20.02(b) of the Specifications.

39. **E-VERIFY STATEMENT**

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as " the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.
During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2).

Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

"By signing this contract the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

Contractor's E-Verify Memorandum of Understanding shall be a part of the contract bid documents and shall be submitted with the bid package.

40. **CITY OF HUNTSVILLE'S TRAFFIC ENGINEERING DEPARTMENT CONSTRUCTION REQUIREMENTS**
For areas of this project that require removal of traffic loops, striping, markings, rpm's and ceramic markers, the following shall apply:

1. **TRAFFIC SIGNAL LOOP REPAIRS** – All vehicular and bicycle detector loop replacements shall be in

accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, current edition. Unless otherwise specified, traffic signal loops shall be replaced exactly as existed prior to any paving or resurfacing work. The general contractor will be responsible for documenting location of loops, location of any associated items for loop operation and assuring that loops are replaced exactly as existed prior to paving. All vehicular and bicycle loop repairs shall be replaced within fourteen (14) calendar days after paving work.

2. **TRAFFIC SIGNAL STRIPING, MARKINGS, RAISED PAVEMENT MARKERS AND CERAMIC MARKERS FOR GUIDANCE** - All traffic striping, markings, raised pavement markers and ceramic markers for guidance shall be in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, current edition. Unless otherwise specified, traffic striping, markings, raised pavement markers and ceramic markers for guidance shall be replaced exactly as traffic striping, markings, raised pavement markers and ceramic markers for guidance existed prior to any paving or resurfacing work. The general contractor will be responsible for documenting location of all striping, markings, raised pavement markers and ceramic markers for guidance and assuring that all are replaced exactly as existed prior to paving. All traffic striping, markings, raised pavement markers and ceramic markers for guidance shall be reflectorized. All resurfaced areas shall be marked with temporary striping and markings for traffic usage by nightfall each day, 7 days a week, in accordance with State of Alabama regulations. All permanent striping, markings, raised pavement markers and ceramic markers for guidance shall be replaced within thirty (30) calendar days after paving work.

41. SURVIVABILITY OF CONTRACT PROVISIONS

Termination of this Contract by either party shall not affect the rights and obligations of the parties that accrued prior to the effective date of the termination. Terms and conditions of the contract that survive termination include, but are not necessarily limited to, provisions regarding payments, insurance, termination, warranty, governing law of the contract, liquidated damages,
bonding requirements, notice procedures, waiver, and other requirements necessary and appropriate for the proper resolution of disputes, claims, and enforcement of the rights of the parties.

42. SURETY BONDS

The Contractor shall furnish separate performance and payment bonds to the Owner within fifteen (15) days after the date of acceptance of this proposal by City Council action. Each bond shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in forms suitable to the Owner, in conformance with all the requirements of the Code of Alabama (1975), §39, and shall be executed by a surety, or sureties, reasonably suitable to the Owner. All bonds must be approved by the Mayor and the Clerk-Treasurer of the City of Huntsville.

43. GOVERNING LAW

The Contract shall be governed by the laws of the State of Alabama.

44. ALABAMA IMMIGRATION ACT (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975)

Compliance with the requirements of the (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30, as amended by Alabama Act 2012-241, commonly referred to as the Alabama Immigration Law, is required for City of Huntsville, Alabama contracts that are competitively bid as a condition of the contract performance. The Contractor shall submit in the bid package, with the requested information included on the form, the "City of Huntsville, Alabama Report of Ownership Form" listed in this document as Attachment "I". The bidder selected for award of the contract may be required to complete additional forms relating to citizenship or alien status of the bidder and its employees, including e-verify information, prior to award of a contract.

45. SUCCESSORS AND ASSIGNS

The Owner and Contractor bind themselves, their successors and assigns to the other party hereto and to successors and assigns of such other party in respect to covenants, agreements, and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the Owner. In no event shall a contract be assigned to an unsuccessful bidder whose bid was rejected because he or she was not a responsible or responsive bidder.

46. WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

47. RIGHTS AND REMEDIES

Duties and obligations imposed by the Contract Documents and rights and remedies available there under shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

No action or failure to act by the Owner, Engineer, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

48. ENTIRE AGREEMENT

This Contract represents the entire agreement between the Owner and the Contractor and supersedes all prior communications, negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both Owner and Contractor.

HUNTSVILLE

Kathy Martin, P.E.
Director
City Engineer

Urban Development Department
Engineering Division

PERIODIC BID FOR SANITARY SEWER OPERATIONS-2025

Project No. 71-25-SP25
October 1, 2025

Addendum #1

Attached are the Pre-Bid Minutes from the meeting held on Wednesday, October 1, 2025, in the 6th Floor Training Room 624/625, 305 Fountain Circle, Huntsville, AL.

Addenda will only be emailed to those bidders who attend and have signed in at the pre-bid meeting. All addenda, as well as other project information, are available for downloading on Engineering's website at www.huntsvilleal.gov/engineeringbids. Acknowledgement of receipt/download from website of addenda is mandatory using Attachment "C" located in the Specifications and attachment must be submitted with bid package. Failure to do so shall be cause for rejection of the bid. It is the responsibility of all bidders to refer to the website for any updates. The attached pre-bid meeting minutes, all addenda and attachments for the above-referenced project will become part of the contract documents.

Attachments: Pre-Bid Minutes

END OF ADDENDUM #1

MANDATORY PRE-BID MEETING

MINUTES

PROJECT NAME: Periodic Bid for Sanitary Sewer Operations-2025

PROJECT NUMBER: 71-25-SP30

DATE: October 1, 2025

PROJECT ENGINEER: Markus Sanchez

PROJECT INSPECTOR: TBD

Forrest Pearson	Mark Johnson Construction
Chase Marshall	COH Water Pollution Control
Markus Sanchez	COH Water Pollution Control
Mary Ridgeway	COH Engineering
Angela Gurley	COH Engineering

1. Introduction of all persons present

2. Work Description (Project Scope)

   A periodic bid project utilizing tradesmen hourly unit items to complete Sanitary Sewer Plant and Pump Station rehabilitation and new construction projects. Construction of these projects is intended to be performed within the shortest possible time frame with the work beginning and ending on dates selected by the City of Huntsville for each work authorization. Failure to comply with the times specified in the Notice-to-Proceed (NTP) may, in the sole determination of the City of Huntsville, result in the contractor being prohibited from bidding on additional work for the City of Huntsville, until such time as contractor is back on schedule.

3. Conflicting Projects – There are no known conflicts.

4. Schedule of Work
   a. Critical Path
   b. Need by first payment
   c. Owner reserves the right to withhold payment if work is more than 25% behind schedule

b. Review Special Provisions and Specifications
c. Reference State or City Standard Specifications
d. Enforce ADA Standards for ROW construction.
e. Contractor is responsible for repair and maintenance of any trench cuts with hot mix asphalt.
f. Schedule for review of shop drawings/material submittals.
g. State of Alabama License Classification required – (MU) Municipal & Utility

Introduction and explanation of any revisions to Supplement to General Requirements – specifically detail the following:

46. SHOP DRAWINGS

The approval of shop drawings by the Engineer will cover only the features of the design and in no case shall this approval be considered to cover error or omissions in shop details or a check of any dimensions. The Contractor shall be responsible for the accuracy of the shop drawings, the fabrication of materials and the fit of all connections; and he shall bear the cost of all extra work in erection caused by errors in shop drawings or in fabrication, inaccurate workmanship, misfits of connections or for any changes in fabrication necessary. No work shall be done on the material before the shop drawings have been approved. Any material that the Contractor orders prior to the approval shall be at the Contractor's risk.

Substitutions or changes whether indicated or implied on shop drawings will not be considered as changes regardless of the Engineer's approval of shop drawings unless the change has been previously submitted and approved as a change order per the requirements for changes in the contract.

After a shop drawing has been approved, no changes shall be made unless directed in writing to the Owner and acceptance by the Owner of said changes. Any acceptance of change by the Owner does not constitute a change to the contract unless that change has been approved and directed in writing per change order. Compensation for preparing and furnishing all shop and working drawings shall be included in the contract unit prices for the various pay items of work.

h. Council Approval – October 23, 2025

6. Bid Sheet (Quantities)
Contractor is required to submit pricing (Attachment "A") on a CD-RW (preferably in a live/flash drive format) in the Excel format made available for download from the Engineering website. The CD-RW must be in working condition and included with original bid packet and reflect the correct revision, along with two signed hard copies. Bid must be submitted from the file (Quantities) provided and downloaded

from the City of Huntsville's website. Failure to do so shall be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the CD in any manner. If a price discrepancy is found on the CD-RW, or the correct version of bid quantities is not submitted on the CD-RW which corresponds to the printed hard copy, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail.

a. Review each bid item and describe method of payment (Check reference to State Item Numbers referencing State payment methods)
b. Provide information regarding payment method, i.e. "Payment for unclassified excavation will only be made once for movement of the same material", "DGB is to be measure for payment based on an in place area in accordance with …."

7. Payment

The OWNER agrees to pay the contractor as follows: Payment # 1 by the OWNER shall be a partial payment to the Contractor on the basis of duly certified and approved estimates of the total quantity of work performed by the Contractor, less five percent (5%) of the amount of such estimate, which is to be retained by the City until all advertisements of the work have been performed. Payment # 2 by the OWNER shall be made after the City has received verification that the project has been advertised per the requirements of this Contract. Liquidated damages will be deducted from all invoices when the invoice estimate period end date is later than the contract completion date. All pay requests will be submitted by hard copy and on a disk. The hard copy will be printed from the disk. The OWNER will provide the disk to the contractor. Two originals and two copies of the invoices are required before payment will be made. The disk should be submitted each month, along with the originals and copies, to Kerri Bevilacqua in the Water Pollution Control Department. All payments to contractor will be made as soon as practical after the approval and finance processes have been completed.

a. Date for payment submittal monthly
    i. Process for monthly quantities
    ii. Monthly Progress Meetings
    iii. Red-line As-built required to be maintained by the Contractor and review monthly prior to invoices being submitted.
    iv. Define Substantial Completion – Project in usable condition for intended purpose
    v. Liquidated Damages
    vi. One year warranty period begins upon substantial complete.

8. Traffic Control – Contractor is responsible for installation and maintenance of all Traffic Control in accordance with MUTCD, latest edition.

9. Subcontractors
   Any subcontractors present were given the opportunity to ask questions or discuss items with which they are concerned. The Prime Contractor should be advised that no work by a subcontractor will be permitted unless approved by contract or in writing. Attachment "D" – "Subcontractor's Listing" in the Supplement to General Requirements for Construction of Public Improvements, City of Huntsville, Alabama has been revised and bidders are advised to pay special attention to the text and instructions listed on the attachment. Contractor shall keep the "Subcontractor's Listing" updated throughout the project duration and submit a copy of the listing with the request for final payment. Noncompliance with this request may cause delay in payment to the Contractor.

10. Special Documentation based upon Funding Requirements (i.e. Labor Payroll, etc.)
    Anyone working for the Contractor, whether equipment and/or personnel, which are not the Prime Contractors and are not covered by subcontract, then it shall be understood that the Prime Contractor will be required to furnish a rental agreement for the equipment and carry personnel performing such work on his/her labor payroll.

11. Questions?

Q: Forrest asked what forms are required for the bid package.
A: Mary stated the forms are listed on the website in the specification package.

Q: Forrest asked if a bid bond is required.
A: Mary said yes.

Q: Forrest asked how many hardcopies of the bid will be needed.
A: Mary said two.

Q: Forrest asked if a thumb drive will need to be turned in with the bid package.
A: Chase said yes.

All questions were answered and all clarifications made by addendum. **All addenda are sent via email to those bidders who attend and have signed in at the pre-bid meeting. Although a response to the email is optional, it is mandatory that the bidders acknowledge the receipt of each addendum, whether received via email or by downloading from the Engineering Department's website, on Attachment "C" included in the Specifications.** Acknowledgement of receipt of addenda is **mandatory** using Attachment "C" and must be submitted with bid package. Failure to do so shall be cause for rejection of the bid.

Last day for questions concerning this project before the bid will be **Friday, October 3, 2025, until 5:00 p.m.** via email to: mary.ridgeway@huntsvilleal.gov

Response to contractor questions will be **Tuesday, October 7, 2025, until 5:00 p.m.**

Bids open: Friday, October 10, 2025, at 10:00 a.m. in the **6th Floor Training Room #624**, 305 Fountain Circle, Huntsville, AL. All bids must be **SEALED** before submittal at the bid opening. Any bids received that are not sealed will be immediately rejected.

The pre-bid notes and all addenda shall become a part of the contract documents.

General Notes:

- The award of bid will be based on unit prices only.
- Every item on the bid must be bid.
- For final payment, Contractor will need to send invoice to COH, advertisement for completion of the project is required for 2 weeks and retainage is held until proof is submitted. The proof of advertisement is required, any lien waivers involving subcontractors, and any warranties. If there are no lien waivers a letter is required stating there are no lien waivers.
- To get a project started, Kerri Bevilacqua will get a PO#, start and end date, and fax to contractor. The original will be mailed.
- The contract is good for one (1) year; can be extended up to three (3) years. There is no provision to increase any unit prices after the one (1) year contract period expires. Contractor has the option to opt out after the first year if he feels he cannot absorb material price increases. The City will send a letter to the Contractor with the option to renew after one (1) year.
- Every Contractor's superintendent should have a copy of the City's Standard Details (Construction of Public Improvements, 1991).
- The City will do any required testing.

- No digital as-builts are required.

- Courteous people are needed to work on the projects because they will deal with the public in some sensitive areas at times while working on the projects.

Meeting Adjourned.

HUNTSVILLE

Kathy Martin, P.E.
Director
City Engineer

Urban Development Department
Engineering Division

PERIODIC BID FOR SANITARY SEWER OPERATIONS-2025
Project No. 71-25-SP25
October 6, 2025

Addendum #2

Response to Contractor Questions:

Q: **Question concerning Performance and Payment Bonds:**
Last time we bid this the City required a $500,000 flat bond – 2022. This time the spec states 100% of the contract amount. That would be a big difference, so please let us know if the 100% of contract amount is correct.

A: **$500,000 performance and payment bonds required.**

Addenda will only be emailed to those bidders who attend and have signed in at the pre-bid meeting. All addenda, as well as other project information, are available for downloading on Engineering's website at www.huntsvilleal.gov/engineeringbids. Acknowledgement of receipt/download from website of addenda is mandatory using Attachment "C" located in the Specifications and attachment must be submitted with bid package. Failure to do so shall be cause for rejection of the bid. It is the responsibility of all bidders to refer to the website for any updates. The attached pre-bid meeting minutes, all addenda and attachments for the above-referenced project will become part of the contract documents.

END OF ADDENDUM #2

CERTIFICATION OF COMPLIANCE WITH TITLE 39, CODE OF ALABAMA

In accordance with Code of Alabama (1975) §39-5-1(b), I hereby certify that the Contract with Mark Johnson Construction, L.L.C., in the Not-to-Exceed (NTE) amount of SEVEN MILLION SIX HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($7,650,000.00), for Periodic Bid for Sanitary Sewer Operations-2025, Project No. 71-25-SP30, which is being submitted to the City Council of the City of Huntsville, Alabama for approval on this the 23rd day of October, 2025, has been let in accordance with Code of Alabama, Title 39 and all other applicable provisions.

Randall Stewart
Director of Water Pollution Control
City of Huntsville

E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as "the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012, is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2).

Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville, Alabama contracts that have been competitively bid and is hereby made a part of this Contract:

"By signing this Contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

Representation Pursuant to Code of Alabama) § 41-16-5 (b)

By signing this Contract, Mark Johnson Construction, L.L.C., represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

Mark Johnson Construction, L.L.C.
(Company)

BY: _____
(Authorized Representative)

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** 2025-1013

Department: City Council

Subject: **Type of Action:** Introduction

Introduction of an Ordinance naming the new Arboretum at John Hunt Park the "Joy McKee Arboretum."

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: John Hunt Park
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** TMP-6172

Department: City Council

Subject: **Type of Action:** Introduction

Introduction of an Ordinance naming the new Arboretum at John Hunt Park the "Joy McKee Arboretum."

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: John Hunt Park
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

ORDINANCE NO. 25-___

WHEREAS, the City of Huntsville, Alabama, is constructing a 3-acre arboretum in John Hunt Park that will expand educational and recreational opportunities in the City; and

WHEREAS Joy McKee served our community and the City of Huntsville for 22 years, culminating her career as the Director of the Landscape Management Department where she led efforts to substantially expand the City's natural public spaces, tree canopy, and nature-based recreation and educational offerings; and

WHEREAS Ms. McKee served for 28 years on the board of Operation Green Team and 26 years on the City's Beautification Board thereby successfully leading efforts to improve environmental conservation and beauty throughout the Huntsville area; and

WHEREAS, the City Council of the City of Huntsville, Alabama, desires to name the arboretum in honor of Joy Mckee to recognize her contributions to the City of Huntsville community.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, that, upon the completion of the arboretum, the said facility located at the intersection of Airport Road and Alex McAllister Drive SW and bound on the north and west sides by the Loretta P. Spencer Sports Complex shall be officially known as the "Joy McKee Arboretum".

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

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** 2025-1014

Department: Legal

Subject: **Type of Action:** Introduction

Introduction of an Ordinance concerning a Rights-of-Way Use Agreement between Fiber Utility Network, Inc. d/b/a Alabama Fiber Network, Inc., and the City of Huntsville.

Ordinance No.

Finance Information:

Account Number: TBD

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address:

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

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** TMP-6156

Department: Legal

Subject: **Type of Action:** Introduction

Introduction of an Ordinance concerning a Rights-of-Way Use Agreement between Fiber Utility Network, Inc. d/b/a Alabama Fiber Network, Inc., and the City of Huntsville.

Ordinance No.

Finance Information:

Account Number: TBD

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address:

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

Additional Comments:

ORDINANCE NO. -_____

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

Section 1. Fiber Utility Network, Inc., d/b/a. Alabama Fiber Network, Inc., an Alabama corporation, ("Alabama Fiber") may utilize the rights-of-way in the corporate limits of the City of Huntsville, Alabama, ("City") in order to construct its network and to provide its communications services in accordance with and subject to the terms and conditions of the *Rights-of-Way Use Agreement between Fiber Utility Network, Inc., d.b.a. Alabama Fiber Network, Inc and the City of Huntsville, Alabama*, to be executed by the City and Alabama Fiber ("Use Agreement").

Section 2. The Mayor of the City of Huntsville is hereby authorized for and on behalf of the City, to enter into and execute the Use Agreement with Alabama Fiber, which said Use Agreement shall be in a form substantially similar to that certain agreement attached hereto and identified as "*Rights-of-Way Use Agreement between Fiber Utility Network, Inc., d.b.a. Alabama Fiber Network, Inc, and the City of Huntsville, Alabama*" consisting of Thirty (30) pages, plus Exhibit A and Exhibit B, and the date of _____ appearing on the margin of the first page, together with the signature of the President or President Pro Tempore of the City Council, with an executed copy of said Use Agreement being kept on file permanently in the Office of the City Clerk of the City of Huntsville. The City Clerk is authorized to attest thereto.

Section 3. The Use Agreement shall be effective in accordance with its terms.

Section 4. Alabama Fiber shall assume all publication costs with respect to this Ordinance, including the Use Agreement, as such publication is required by law.

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

Docusign Envelope ID: 2BC6532E-E020-4F75-ACAB-FD7C49E8808D

RIGHTS-OF-WAY USE AGREEMENT BETWEEN FIBER UTILITY NETWORK, INC., D.B.A. ALABAMA FIBER NETWORK, INC., AND THE CITY OF HUNTSVILLE, ALABAMA

This **RIGHTS-OF-WAY USE AGREEMENT** (hereinafter referred to as "Use Agreement" or "Agreement") is made and entered as of the _17_ day of __October_____, 2025, by and between the City of Huntsville, a municipal corporation of the State of Alabama (hereinafter referred to as the "City"), and Fiber Utility Network, Inc., d.b.a. Alabama Fiber Network, Inc., a ____Alabama_____ corporation (hereinafter referred to as the "Company"), (individually "Party" and collectively "Parties").

WHEREAS, the Company is developing and will operate a fiber network that represents the most significant component of Governor Ivey's BeLinked Alabama plan, with over 73% of its $365 million in funding coming from the Alabama Department of Economic and Community Affairs (ADECA). The Company network, which will stretch over 6,000 miles when complete, will bring high-speed fiber broadband connectivity to unserved and underserved Alabama communities and educational institutions; and

WHEREAS, the Company desires to use the City's public rights-of-way to install, operate and maintain its network and facilities in order to provide communications services to its customers; and

WHEREAS, the City has the authority to grant the right to use and occupy the public rights-of-way for such use, to manage and control the rights-of-way, and to obtain fair and reasonable compensation for such use; and

WHEREAS, the City intends to exercise the full scope of its municipal powers, including both its police powers and contracting authority, to promote the public interest and to protect the health, safety, and welfare of the citizens of the City; and

WHEREAS, the City has considered the request of the Company to use the City's rights-of-way and is desirous of granting the Company a non-exclusive right to use the City's rights-of-way for the purposes hereinafter set forth and for no other purposes, subject to the terms and conditions of this Use Agreement; and

WHEREAS, the Company has agreed to accept the use of the rights-of-way in accordance with the terms and conditions of this Use Agreement.

NOW, THEREFORE, in consideration of the foregoing clauses, which clauses are hereby made a part of this Use Agreement, the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

Sec. 1. Preservation of police power authority; reservation of rights; the Company warranties.

(a) *Police powers.* The Company, the construction and operation of its network, and its provision of communications services under this Agreement are subject to the police powers of the City to adopt and enforce ordinances necessary to the health, safety, and general welfare of the public, including

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the continuing authority over the construction of the network in the rights-of-way. The Company shall comply with all applicable laws enacted by the City pursuant to its police powers, to the extent that they are not preempted by applicable law.

(b) *Company warranties, etc.* The Company makes the following representations, warranties, and covenants as the basis for the benefits and obligations contained in this Use Agreement:

(1) The Company is a corporation duly organized, validly existing, and in good standing under the laws of the State of Alabama, is qualified to do business under the laws of the State of Alabama, and has the power and authority to own its properties, to carry on its business as now being conducted, to execute and accept this Use Agreement, to carry out the transactions contemplated hereby, and to perform and carry out all obligations on its part to be performed under and pursuant to this Use Agreement.

(2) The Company, as of the date of this Use Agreement, has adequate financial resources to construct and to operate the network in accordance with the provisions of this Use Agreement, and knows of no technical or legal impediment which would prevent it from performing as contemplated in this Agreement.

(3) The Company is not prohibited by any agreement or applicable law from executing and accepting this Use Agreement or from discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Use Agreement.

(4) All corporate actions and consents required on the Company's part to execute and accept this Use Agreement have been completed.

(5) The Company, during the term of this Use Agreement, will comply with all applicable laws concerning the construction and operation of the network, including all requirements to obtain and comply with the conditions of applicable certificates, licenses, permits, and other governmental approvals and applicable environmental-related requirements.

(6) To the extent the Company's network occupies or will occupy that portion of a right-of-way that is inside a public utility easement burdening private property, the Company warrants that it is a utility or otherwise has the right to use and occupy such easement.

The foregoing covenants, warranties, and representations are material to this Agreement. A breach of any of the covenants, warranties, or representations in paragraphs (1) through (4) above shall constitute a non-curable default under this Use Agreement, and shall entitle the City to immediately terminate the Lease Agreement for cause. A breach of any of the covenants, warranties, or representations in paragraphs (5) or (6) above shall constitute a curable default under this Use Agreement wherein, following written notice, the Company will have reasonable time to cure such default. Failure to cure in a reasonable time (given the nature of such alleged default) shall entitle the City to immediately terminate the Use Agreement for cause. In the event the Use Agreement is terminated pursuant to this paragraph, the Company hereby agrees that the disposition of the network in the rights-of-way shall be governed by applicable provisions of Section 10 below.

Sec. 2. Compliance; City makes no warranty.

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(a) *Compliance with law.* This Agreement will be construed in a manner consistent with all applicable laws.

(b) *No warranty.* The City makes no express or implied representation or warranty regarding its right to authorize or permit the construction of the network on any particular segment of the rights-of-way or the location or dimensions of any particular segment of the rights-of-way, nor does the City make any express or implied representation or warranty regarding its right to the authorize the construction or placement of the network in any public utility easement. The burden and responsibility for making all such determinations in advance of construction shall be entirely upon the Company.

Sec. 3. Defined Terms.

The following words, terms and phrases, when used in this Agreement, whether capitalized or not, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning or unless otherwise more specifically defined in this Agreement. Words in the single number include the plural number, and words in the plural number include the singular. The words "shall" and "will" are mandatory, and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

Affiliate or ***affiliated person*** means any person, directly or indirectly, controlling, controlled by, or under common control with the Company; provided, however, that affiliate shall not include any limited partner or shareholder holding an interest of less than fifteen percent (15%) of the Company, or any creditor of the Company solely by virtue of its status as a creditor and which is not otherwise an affiliate by reason of owning a controlling interest in, being owned by, or being under common ownership, common management, or common control with, the Company.

Applicable law means any or all federal, state, or City statutes, ordinances, rules, regulations, standards, and other laws, that are now existing or hereafter adopted, as such laws are amended or as they may be from time to time amended or superseded, which apply to the Company's communications services, its network, or the matters covered by this Agreement, including City laws. Where reference is made to a specified law, including a specified City law, the United States Code, and the Code of Federal Regulations, it shall mean and include such laws as amended or as may be from time to time amended or superseded.

Cable Service has the meaning set forth in 47 U.S.C. Section 522(6).

City means the City of Huntsville, Alabama, and where necessary for the purposes of the administration and enforcement of this Agreement shall include the City's delegated authorities or representatives authorized to perform as contemplated. The term shall also mean and include, where appropriate, the City d/b/a Huntsville Utilities.

City laws mean the duly adopted laws and legislation of the City including the Code of Ordinances of the City and any codes, regulations, standards, or specifications adopted by reference; and shall also include the subdivision regulations and any other such rules or regulations that departments, agencies,

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commissions, boards, or bureaus of the City are authorized to establish; all of which are as amended or as may from time to time be amended or superseded.

City Attorney means the City Attorney for the City or his/her designee.

City Clerk means the City Clerk for the City or his/her designee.

City Engineer means the City Engineer for the City or his/her designee.

Communications Act means the federal Communications Act of 1934, as amended (codified at 47 U.S.C. §§ 151 *et seq.*), and as that Act may, from time to time, be hereinafter amended.

Communications services mean services, other than cable service or any other multichannel video services, which are available to customers or subscribers, either on a wholesale or retail basis, through facilities that enable the provision, whether bundled or unbundled, of voice, video, data, or advanced communications services, including telecommunications services, information services, data services, and Internet services. The term also includes the lease, license, sale, or other right of use provided to other persons, including other communications service providers, of portions of the network including facilities, fiber (whether dark or lit), conduit, or capacity thereon.

Company means Fiber Utility Network, In., d.b.a. Alabama Fiber Network, Inc., or the lawful and permitted successor, transferee, or assignee thereof.

Confidential information means any written, non-verbal, information or communication for which there is sound legal basis to assert that such information or communication is confidential or proprietary in nature and which has been clearly and conspicuously marked as such by the Party asserting its proprietary or confidential status. This Agreement, including the consideration flowing to either Party under this Agreement, is not considered to be confidential information.

Conjunctions. In a provision involving two or more items, conditions, provisions or events, which items, conditions, provisions or events are connected by the conjunction "and," "or" or "either . . . or," the conjunction shall be interpreted as follows:

(1) "And" indicates that all the connected terms, conditions, provisions or events apply.

(2) "Or" indicates that the connected terms, conditions, provisions or events apply singly or in any combination.

(3) "Either . . . or" indicates that the connected terms, conditions, provisions or events apply singly but not in combination.

Construct, including its derivations, means to construct, re-construct, excavate for, repair, rehabilitate, place, replace, erect, maintain, install, relocate, or remove all or any portion of the network.

Effective date means the date of publication of this Agreement.

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Fiber facilities or ***facilities*** means the portion of the Company's network that consists of aerial or underground fiber, or fiber-related, installations consisting of all internal and external components, such as wires, cables, ducts, and conduits, including Company-owned or leased facilities which are more particularly described in **Exhibit A** hereto.

Franchise Manager means the person or persons authorized, assigned, or delegated the responsibility to administer and enforce this Agreement on behalf of the City, and that person(s) designee(s).

Gender. Words of one gender include all other genders and also include firms, partnerships, corporations, and other legal entities, as appropriate.

Gross revenue means any and all payments made to, or compensation or consideration of any kind or nature, including cash or credits, received, directly by the Company, or by any affiliate, from the operation or use of the network to provide communications services to customers that are physically located in or have a billing address within the City, or the physical facility leased (such as conduit or dark fiber) is located within the City. Gross revenues include, by way of illustration and not limitation, revenue whether retail or wholesale in nature, information and data services revenue; revenues from the lease of conduit, dark fiber or other system capacity; Internet services revenue; telecommunications services revenue (except that portion of revenues from the provisioning of interstate communications services, unless such revenues are a result of activity which originates or terminates within the City and are charged to a service address within the City). Gross revenue shall not apply to any up-front, non-recurring charges attributable to the costs associated with construction of the network or as a one-time payment for sale of communications facilities. The term does not include unrecovered bad debts written off after diligent, unsuccessful efforts to collect; and taxes of general applicability imposed on the customer or the transactions (but not on the Company or any of its affiliates) by federal, state, or local law and required to be collected and remitted by the Company or any of its affiliates to the governmental unit, including sales, use, and utility user taxes.

In, when used in conjunction with rights-of-way, means over, above, in, within, on, or under a right-of-way.

Include, including its derivations, does not limit a term to a specified example.

Internet means the combination of Internet protocol-based networks interconnecting millions of computers throughout the world. It allows computers to trade information over public and private networks using telecommunication lines, fiber optic cables, terrestrial wireless networks, and satellite links. It is also referred to as the "net."

Internet access services or ***Internet services*** means the offering of direct access and information transport via wireless communications service or wireline communications service to the network of both federal and non-federal interoperable packet-switched, Internet protocol-based data networks to customers for a fee. For purposes of this Agreement, Internet service shall mean the information transport and direct access to the Internet provided to customers over the Company's network and shall include the provision of incidental services or revenues that are required by law to be treated under the same regulation as such direct access service.

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Linear facilities mean fiber facilities or other linear portions of the network that are physically connected, wrapped, or lashed singly or in a bundle.

Multichannel video service means facilitating the delivery to subscribers of multiple channels of video programming or other programming service, regardless of the technology used to provide it. Multichannel video service specifically includes, but is not limited to, cable service, as such term is defined in Title VI of the Communications Act of 1934, 47 U.S.C. Section 522(6). Multichannel Video Service includes:

(1) The one-way transmission to subscribers of (i) video programming or other programming service; and (ii) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service, regardless of whether such transmission, service(s), or interaction relies upon Internet protocol.

(2) Open video system or "OVS."

(3) Any other service using a multichannel video system which is not a telecommunications service or an information service (other than cable service), where under applicable law a franchise or similar permission or approval from the city is required or permitted.

Multichannel video system means facilities, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed or used to provide multichannel video services and which is capable of being provided to multiple subscribers within the facilities area, but such term does not include:

(1) Facilities that serve only to retransmit the television signals of one (1) or more television broadcast stations.

(2) Facilities that serve subscribers without using any rights-of-way.

(3) Facilities of a common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. §§ 201-226, except that such facility shall be considered a multichannel video system (other than for purposes of 47 U.S.C. § 541(c)) to the extent such facilities are used in the transmission of multichannel video services directly to subscribers.

(4) Facilities of any electric utility used solely for operating its electric utility system.

Network means all or any portion of the facilities used by the Company or its affiliates and located along the route in the rights-of-way, including the fiber facilities, manholes, equipment, and other component parts or appurtenances, that the Company or any of its affiliates owns, leases, or holds under an indefeasible right of use (IRU) agreement or other similar arrangement. The term does not mean or include all or any portion of any wireless communications facilities owned or controlled by Company or any other entity.

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Open video services mean any video programming provided to any person by a provider certified by the FCC to operate an open video system pursuant to Section 47 U.S.C. § 573, as may be amended, regardless of the facilities used.

Person means any human being, any governmental or political subdivision or public agency, any public or private corporation, any partnership, any firm, association or other organization, any receiver, trustee, assignee, agent, or other legal representative of any of the foregoing or any other legal entity.

Rights-of-way means the surface of and the space on, above, and below any public street, public road, public highway, public freeway, public lane, public way, public alley, public sidewalk, public boulevard, public parkway, public drive, public utility easement (to the extent of the City's interest or authority), or public rights-of-way now or hereafter held by the City which shall, within its proper use and meaning, entitle the Company to the use thereof for the purpose of constructing and operating its network and providing its communications services. This term shall not include any state or federal rights-of-way or any property owned or controlled by any person other than the City, except as provided by applicable law or pursuant to an agreement between the City and any such governmental entity or person. The term shall also not include property, such as City parks, City property, or public works facilities, owned or leased by the City that is not used or is not typically used as rights-of-way for vehicular or pedestrian transport or the installation of utility distribution facilities.

Rights-of-way management means the exercise of the City's police powers for the purpose of managing and controlling the occupancy of the rights-of-way in order to keep them functioning and operational for their dedicated or intended purpose; maintain them in good condition, order, and repair; control the orderly flow of vehicle and pedestrian traffic; administer their use by public or private users and their facilities; preserve the public asset; obtain fair compensation for their use; recover costs; and such other acts reasonably necessary to protect the public health, safety, and welfare.

Route means the route is particularly described in **Exhibit B** hereto, as such may be modified at any time and from time to time..

Subscriber means any person, who or which lawfully elects to subscribe for any purpose to a communications service of the Company or any of its affiliates and whose premises or facilities are physically wired or otherwise lawfully activated to receive such services from the Company's network in the City.

Telecommunications means the transmission between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

Telecommunications service means the offering of telecommunications for a fee or other compensation directly to the public, or to such classes of users as to be effectively available directly to the public regardless of the facilities used. This term does not include multichannel video service.

Use fee means the fee described in subsection 16(a).

Video programming means programming provided by or generally considered comparable to programming broadcast station.

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Wireless communications facilities mean facilities used for the transmission or reception of wireless communications services, usually consisting of an antenna array or micro facility, connection cables, an equipment facility, and a support structure such as a tower, monopole, or utility pole to achieve the necessary elevation.

Wireless communications services means communications services made available to subscriber through wireless communications facilities, including any FCC licensed or unlicensed radio communications services, whether used for transmission or reception of voice, video, or data, including, wireless fidelity ("WiFi") and personal wireless services as defined by the Communications Act, which includes FCC licensed commercial wireless telecommunications services, including cellular, personal communication services (PCS), specialized mobile radio (SMR), enhanced specialized mobile radio (ESMR), paging and similar services that currently exist or that may in the future be developed. The term does not include broadcast radio or television services.

Wireline communications services means communications services made available through wire or fiber facilities.

Tree regulations means chapter 27, article II of the City Code as such ordinance may be superseded or amended from time to time and such other regulations as may be now or hereafter adopted or promulgated that establish standards for tree planting, maintenance, or protection of trees in the rights-of-way.

Visual obstruction regulations mean chapter 25, article IX of the City Code, as such ordinance may be superseded or amended from time to time, and such other regulations as may be now or hereafter adopted or promulgated that govern visual obstructions.

Sec. 4. Administration.

(a) *Administration of agreement.* The Franchise Manager is hereby authorized to administer and enforce this Agreement on behalf of the City.

(b) *Administrative authority.* In accordance with applicable law, the City or its designees shall have continuing jurisdiction over construction and operation of the network in the rights-of-way with the right to conduct periodic inspections of the network, provided such inspection, which shall be solely for the benefit of the City, does not unduly interfere with the network or the Company's operations.

Sec. 5. Enforcement.

(a) *Notice of violation; opportunity to cure.*

(1) If the Franchise Manager is of the opinion that the Company is in violation of this Agreement, he shall provide the Company with a written notice of violation describing the nature of the violation and requirements for correction.

(2) Within ten (10) business days of receiving a written notice of apparent violation, the Company shall present facts and arguments in refutation or excuse of the alleged violation, or

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present a plan for correction of the violation including an estimated schedule for completion of the corrective action. The Franchise Manager shall thereafter determine whether the violation has been refuted or excused, or may approve the corrective plan in whole or part, or require changes thereto. The cure period for any corrective action shall be as reasonably established by the Franchise Manager, provided that the period shall not be less than thirty (30) days in the case of any fees or other charges due under this Agreement and not less than sixty (60) days in all other cases, except in the case of an emergency or except as otherwise expressly provided for in this Agreement.

(3) During the cure period any action to prosecute the violation, including revocation of the Agreement, shall be held in abeyance.

(b) *Dispute resolution between the Parties.* Except as otherwise provided for in this Agreement, the Parties shall make diligent good faith efforts to resolve all issues and disputes that arise in the administration of this Agreement through discussions between designated representatives of the Parties, and will consider in good faith whether to use a non-binding mediator when such discussions have failed. Each Party shall bear its own costs of mediation, including attorney fees.

(c) *Revocation.*

(1) In addition to all other rights or remedies which the City has pursuant to law or equity or under this Agreement, and subject to applicable law, the City reserves the right to revoke this Agreement, and all rights and privileges pertaining thereto, in the event that:

a. The Company is in violation of any material provision of this Agreement and the violation is not capable of being cured or the Company has not, to the City's satisfaction, refuted or excused the failure to comply or has not complied with the cure provisions set forth hereinabove in subsection (a).

b. The Company has engaged in an evasion or attempt to evade any material provision of this Agreement and fails or refuses to cure it.

c. The Company has perpetrated or attempted to perpetrate any fraud or deceit upon the City.

d. There is any material misrepresentation of fact by the Company in the application for, negotiation or renegotiation of, or renewal of, the Agreement.

(2) Prior to revoking the Agreement, the City Council shall schedule a hearing on the matter and the Company shall be given at least thirty (30) days' advance notice of the date and time for the hearing and the grounds for revocation. At such hearing the Company shall have the right to be heard on the matter and may present evidence on its behalf including proof refuting or excusing the violation.

(3) Within thirty (30) days of the conclusion of the hearing, the City Council may adopt a resolution revoking the Agreement where it finds that there is a basis to do so and the Company shall, thereafter, be notified in writing of the Council's decision.

(d) *Enforcement; attorneys' fees.* Unless prohibited by applicable law, the City shall be entitled to enforce this Use Agreement through all remedies lawfully available, and the Company shall pay the City's costs of enforcement, including reasonable attorneys' fees, in the event that the Company is determined judicially to have violated the provisions of this Use Agreement.

Sec. 6. Grant.

(a) *Grant.*

(1) Subject to the requirements of this Agreement and applicable law, the Company is hereby granted by the City, where the City has the right and authority to do so, the non-exclusive right to construct, maintain or operate its network in the rights-of-way to provide communications services, provided that prior to: (i) expanding the dimensions of Company-owned fiber facilities beyond those described in **Exhibit A** hereto, (ii) expanding its network beyond the route shown on **Exhibit B** hereto, or (iii) expanding its communications services beyond the fiber-based services set forth in its application, the Company shall notify the Franchise Manger of its intention to do so. Failure to do so is a material breach of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the Company agrees that neither it nor any affiliated person will be providing cable or any other multichannel video services directly to residents and businesses located in the City pursuant to this Agreement. In the event the Company intends to commence providing services or to conduct any other activity not authorized by this Agreement, it must first request and obtain a separate franchise, license or other right of use agreement with the City. This Agreement does not authorize the installation of any facilities other than the Company's fiber facilities.

(2) This Agreement does not grant to the Company, or any of its affiliates or any other person providing services over its network, the right to use the rights-of-way or to use the Company's network in the rights-of-way, to provide cable service or any other multichannel video services.

(3) The City makes this grant without reducing its police powers and expressly reserves the right, consistent with applicable law, to adopt and enforce, now and in the future, in addition to the provisions of this Use Agreement and existing laws, ordinances, and regulations, such additional laws, ordinances, and regulations as it may find necessary in the exercise of its police power to provide for the health, safety, or welfare of the public.

(4) Subject to applicable provisions of this Agreement, the location and construction details of each part of the network shall be subject to the approval of the City Engineer, in accordance with the plans and specifications submitted to and approved by the City Engineer, as such plans and specifications may be modified from time to time with the approval of the City Engineer.

(5) Notwithstanding any provision of this Agreement to the contrary, this Agreement does not grant to the Company the right to install in the rights-of-way any tower or pole of any type, or to otherwise install in the rights-of-way small wireless facilities or any other wireless communications facilities.

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(6) Notwithstanding anything contained in this Agreement to the contrary, the Company agrees that neither it nor any affiliate, nor any other person using its network to provide service in the City, will be providing, through the Company's network in the rights-of-way, cable service or any other multichannel video services, that no other person will be providing cable service or any other multichannel video services through the Company's network, and that the grant of this Agreement does not relieve the Company from any obligation it may have now or in the future to obtain a franchise, license, or other right to use the rights-of-way for the provision of cable service or any other multichannel video services. In the event the Company, any affiliate or any other person using the Company's network intends to commence providing services or to conduct any other activity not authorized by this Use Agreement, it must first obtain a separate franchise, license, or other right of use agreement, or, where appropriate, an amendment to this Agreement.

(7) The use of the rights-of-way authorized by this Agreement shall in all matters be subordinate to the City's use and rights.

(b) *Nonexclusive.* The Company's use of the rights-of-way pursuant to this Agreement shall be nonexclusive. The City expressly reserves the right to grant, at any time and from time to time, such additional use agreements or other rights to use the rights-of-way for any purpose as determined by the City, and to any other person, including itself, as it deems appropriate, subject to applicable law.

(c) *No title.* This Agreement shall not convey title, equitable or legal, in the rights-of-way, and the Company acknowledges it receives under this Agreement only the right to occupy rights-of-way only for the specific purposes and for the specified period stated in this Agreement and as may be further limited by the specific terms of the Agreement. This Agreement and the rights granted hereunder do not excuse the Company from obtaining appropriate access or attachment agreements before locating its facilities on another person's poles, conduits or other facilities, including the City d/b/a Huntsville Utilities.

(d) *Permits.* Nothing in this Agreement shall be construed to relieve the Company from obtaining licenses and permits required by applicable City law.

(e) *No vested right to City location; priority of use.*

(1) The Company acknowledges by acceptance of this Agreement that it obtains through this Agreement no rights to or further use of the rights-of-way other than those expressly stated herein. This Agreement does not give to the Company any right in any facilities' particular location for its network, and the Company acknowledges and accepts at its own risk, provided that the City has the legal authority for the use or uses in question, that the City may make use in the future of the rights-of-way where the Company's network is located in a manner inconsistent with the Company's use of such rights-of-way for its placement and use of its network, and that in such event the Company will not be entitled to compensation from the City. If the Company occupies private property by way of a private easement and that property is taken for or otherwise becomes rights-of-way, then the Company shall retain the right to occupy the easement subject to the City's right of condemnation.

(2) This Agreement does not confer upon the Company any priority over the use of the rights-of-way. In the event of a dispute as to priority of use of the rights-of-way, the first priority shall be

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to the public generally, the second priority to the City and its agencies, the third priority to the State of Alabama and its political subdivisions in the performance of their various functions, and thereafter, as between franchisees, licensees and others having the right to use the rights-of-way, as determined by the City, consistent with applicable law, in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Alabama.

(f) *Records and reports.* The Company shall cooperate with the City with respect to the administration of this Agreement and to this end, subject to Section 8 concerning confidential information, shall furnish or make available to the City upon request, at no cost to the City, such records, reports, and other information reasonably necessary, as determined by the City, for the administration and enforcement of this Agreement and in such form and manner as prescribed by the City.

Sec. 7. Publication; exhibits.

(a) *Acceptance.* By its execution of this Agreement, the Company agrees to an unconditional acceptance of its terms and conditions and warrants that the person executing the Agreement on its behalf is duly authorized to do so. No later than 30 days after its execution of this Agreement, or such extension of such time as may be allowed by the Franchise Manager, the Company shall provide the Franchise Manager with proof of insurance coverage, posting of security if required by the Franchise Manager, payment of any amounts due at signing, and other requirements as may be included in this Agreement.

(b) *Publication.* This Agreement, or a synopsis of this Agreement in accordance with applicable state law, shall be published in a newspaper having general circulation in the City. Such publication shall be done by or at the direction of the City Clerk, and the expenses thereof shall be paid in advance by the Company, or the Company shall make arrangements with the newspaper to be billed directly.

(c) *Incorporation of exhibits.* This Agreement hereby incorporates by reference all exhibits appended hereto.

Sec. 8. Confidential information.

(a) *Acceptance of public records law.* The Company acknowledges and understands that the City, as a municipality, is subject to laws governing the disclosure of public records including disclosure or release of the contents of this Agreement. The City will comply with applicable law concerning confidential information clearly identified as such by the Company. Notwithstanding anything to the contrary in this Agreement, all obligations of the City in this section are subject to, and limited by, the requirements of Alabama open records laws.

(b) *Release of confidential information.* Where the release of confidential information to a third party is necessary for rights-of-way management purposes, the City and the Company shall mutually agree on what, if any, such information can be released to the third party. The City will confer with the Company prior to releasing any confidential information.

(c) *City responsibility.* The City's responsibility to maintain confidential information as set forth in this section shall not apply to any such information which (i) becomes publicly available other than through the disclosing Party; (ii) is required to be disclosed by applicable law or by administrative or

judicial order; (iii) is independently developed by the receiving Party; or (iv) becomes available to the receiving Party without restriction from a third party.

(d) *Disclosure of confidential information.* Notwithstanding anything to the contrary in this Agreement, the City may disclose, as necessary, any confidential information to its officials, officers, boards, commissions, agencies, employees, agents, representatives, or contractors in order to administer or enforce this Agreement, or otherwise for rights-of-way management purposes.

(e) *Continuing obligation concerning confidential information.* The provisions of this section shall survive expiration, termination, or revocation of this Agreement.

Sec. 9. Construction.

(a) Subject to subsection (b), except as may expressly be otherwise provided for in this Agreement, the provisions of Chapter 23, Article VII, Division 2 ("Division 2") of the Code of Ordinances of the City of Huntsville ("City Code"), as such may be amended from time to time, and which are hereby incorporated into this Agreement by reference as if fully set forth herein, shall apply to the Company's network, including its construction, removal, abandonment, maintenance, and relocation. In the case of an irreconcilable conflict between Division 2 and this Agreement, this Agreement shall control.

(b) The Company shall bear the costs and expenses for relocation of its facilities when the purpose involves a lawful public purpose, including the City's exercise of its police powers for the public health, safety, and general welfare, and public infrastructure projects, public building projects, and other public improvements funded in whole or part by the City.

Sec. 10. Rights and obligations upon termination of this Agreement or abandonment of network.

(a) *Termination, revocation, expiration, and abandonment.* Upon termination, revocation, or expiration of this Agreement, or by abandonment of the network, all rights and obligations between the City and the Company created by this Agreement shall cease other than (1) the Company's obligation to pay outstanding fees and other amounts due to the City; (2) the Company's obligation to maintain security until released by the City or otherwise in accordance with this Agreement; (3) the Company's defense and indemnification obligations as set forth in this Agreement; and (4) such other provisions in this Agreement which expressly provide for survival beyond the term thereof. The disposition of the Company's network, including removal, and restoration of the rights-of-way and other public or private property shall be governed by applicable law and this Agreement.

(b) *Operation after termination; holding over.* Notwithstanding anything to the contrary contained in this Agreement, in the event the Company, at the sufferance of the City, holds over beyond the term of this Agreement and continues to operate, lease or otherwise use all or any part of its network, provide all or any communications services over its network, or otherwise exercise all or any of the rights granted hereunder, after the term of this Agreement, then the Company shall continue to comply with and be subject to all applicable provisions of this Agreement, including all compensation and other payment provisions, throughout the period of such holding over, provided that any such holding over shall in no way be construed as a renewal or other extension of the Agreement. In the event the term of this Agreement has expired and the Parties are in the process of re-negotiating a renewal of this Agreement or negotiating

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a new agreement relative to the Company's network or use of the rights-of-way, or as they may otherwise agree, this Agreement shall continue on a month-to-month basis, unless either Party gives 30-day advance written notice to the other that they desire to terminate the Agreement.

Sec. 11. Damages and defense.

(a) *Hold harmless and indemnification.*

(1) The Company by its acceptance of this Agreement, agrees to and does thereby indemnify, defend, and hold the City and the City's present and future officers, elected or appointed officials, council, boards, commissions, agents, representatives, volunteers performing authorized City functions, and employees whole and harmless from and against all third-party claims, costs, losses, expenses through appeal (including reasonable attorneys' fees, and costs or expenses incidental to the investigation of claims and lawsuits), demands, payments, suits, actions, recoveries, penalties, fines, liabilities, judgments, and damages, of any nature and description, including any suit or claim for personal injury, property damage, defamation, antitrust, errors and omission, theft, fire, royalties, license fees, or infringement of copyright or patent rights, resulting from or related to or arising out of or by reason of: (1) the Company's actions pursuant to this Agreement and the rights awarded hereunder, or the procedures leading thereto, (2) any act or omission of the Company, its agents, employees, representatives, contractors, or sub-contractors, including in the construction, maintenance, or operation of, or the provision of service over, the network in the City, or any portion thereof, (3) any failure by the Company to comply with any applicable law or the terms and conditions of this Agreement, (4) the Company's performance under this Agreement, (5) the use of portions of the network by other persons, including other communications service providers, or (6) the presence of any hazardous substance or environmental hazard brought into the rights-of-way by the Company or by any contractor, subcontractor, or other person acting on its behalf or under the rights granted under this Agreement.

(2) The foregoing obligations of this subsection (a) shall survive the expiration, termination, or revocation of the Agreement.

(b) *Notice.* In order for the City to assert its rights to be indemnified, defended, or held harmless, the City must notify the Company within a reasonable time of any claim or legal proceeding which gives rise to such right.

(c) *Defense.* With respect to the Company's indemnity obligations set forth in this section and in Section 12, the Company shall provide the defense of any claims brought against the City by selecting counsel of the Company's choice to represent the City and defend the claim, subject to the consent of the City, which shall not be unreasonably withheld. Nothing herein shall be deemed to prevent the City from cooperating with the Company and participating in the defense of any litigation by its own counsel at its own cost and expense. After consultation with the City, the Company shall have the right to defend, settle, or compromise, at its cost and expense, any claim or action arising hereunder, and the Company shall have the authority to decide the appropriateness and the amount of any such settlement, provided, however, that any such settlement shall include at a minimum a full and final release of all applicable claims against the City and shall include a provision that the settlement does not constitute an admission of wrongful conduct by the City. In the event that the terms of any such settlement do not include a full and final release of the

City, the Company shall not settle the claim or action. All of the Company's right to enter a settlement shall entail only payment of monetary amounts by the Company or obligations to be performed fully by the Company, and under no circumstances shall the Company have the power to bind the City to any obligation to pay any monetary amounts, perform any particular action, or refrain from performing any action (although the City may in its discretion independently agree to any such condition).

(d) *Indemnification not limited.* The Company's indemnification obligations of this Agreement are not limited in any way by limitation of the amount or type of damages or compensation payable by or for the Company under workers' compensation, disability or other employee benefits acts, or the City's acceptance of insurance certificates required by this Agreement, or the terms, applicability, or limitations of any insurance held by the Company.

(e) *No waiver of City rights.* The City does not and shall not waive any rights against the Company which it may have by reason of the Company's indemnification, or because of the acceptance by the City of the Company's proof of insurance or deposit with the City of any insurance policies described in this Agreement.

Sec. 12. Limitation of liability; immunity.

Except to the extent expressly provided for otherwise in this Agreement, the City shall be responsible for its own acts of negligence, or intentional or willful misconduct committed by the City for which the City is legally responsible, subject to defenses, immunities, and limitations of liability provided by applicable law; provided, however, notwithstanding anything to the contrary contained in this Agreement and in no event shall the City, its present and future officers, elected or appointed officials, council, boards, commissions, agents, representatives, volunteers performing authorized City functions, or employees be liable to the Company, its affiliates, officers, directors, agents, employees, customers, tenants, licensees, contractors, subcontractors, or assigns for any special, indirect, or consequential damages, including any loss, expense, or damage to profits, business, revenue, or income (whether arising out of the damage to or destruction of the network, in whole or in part, transmission interruptions or problems, any interruption or degradation of service or otherwise), arising in any manner, including the City's negligence, and the Company shall indemnify, defend, and save harmless the City and its present and future officers, elected or appointed officials, council, boards, commissions, agents, representatives, volunteers performing authorized City functions, and employees from and against any and all claims, costs, losses, expenses through appeal (including reasonable attorneys' fees, and costs or expenses incidental to the investigation of claims and lawsuits), demands, payments, suits, actions, recoveries, penalties, fines, liabilities, and judgments, of any nature and description, with respect to such special, indirect, or consequential damages. The foregoing obligations of this section shall survive the expiration, termination or revocation of the Agreement.

Sec. 13. Liability insurance; security.

(a) *Insurance.*

(1) *Commercial General Liability.* The Company shall, at its sole expense, maintain, throughout the term of this Agreement and any extension or renewal thereof, and such other period of time during which the Company operates or is engaged in the removal of the network (hereinafter referred to as "coverage period"), Commercial General Liability Insurance using

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carriers licensed in the State of Alabama and maintaining a Best rating of not less than "A." Such insurance shall include coverage for premises and operations, underground, collapse and explosion, and products and completed operations, independent contractors, contractual, personal and advertising injury, and broad form property damage and shall name as Additional Insureds the City and the City's present and future officers, elected or appointed officials, council, boards, commissions, agents, representatives, volunteers performing authorized city functions, and employees. Such insurance shall be in the amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate covering bodily injury, including death, and property damage. If the Company employs independent contractors, the Company shall insure that these contractors maintain appropriate levels of insurance and that the City is named as an additional insured under each policy by blanket endorsement. Insurance will be written on an occurrence basis.

(2) *Business Automobile Liability.* The Company shall, at its sole expense, maintain during the coverage period Business Automobile Liability insurance with a limit of One Million Dollars ($1,000,000) combined single limit for bodily injury, including death, and property damage covering owned, leased, non-owned, and hired automobiles used in conjunction with its operations under this Agreement. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms. Such insurance shall name the City and the City's present and future officers, elected or appointed officials, council, boards, commissions, agents, representatives, volunteers performing authorized city functions, and employees as Additional Insureds.

(3) *Workers' Compensation and Employer's Liability.* The Company shall, at its sole expense, maintain, during the coverage period, Workers' Compensation coverage as prescribed by the laws of the State of Alabama and Employer's Liability coverage in an amount of not less than One Million Dollars ($1,000,000).

(4) *Umbrella or Excess Liability.* The Company shall, at its sole expense, maintain during the coverage period Umbrella or Excess Liability insurance in the amount of Two Million Dollars ($2,000,000). Such insurance shall name the City and the City's present and future officers, elected or appointed officials, council, boards, commissions, agents, representatives, volunteers performing authorized city functions, and employees as Additional Insureds by blanket endorsement.

(5) *Evidence of Insurance; deductibles; approval; reservation.* On or before filing its acceptance of this Agreement and upon each policy renewal, the Company shall, at no cost to the City, furnish to the City Certificates of Insurance evidencing all of the aforementioned types and limits of insurance to be in effect. The City reserves the right to require complete, certified copies of all required insurance policies or proof of self-insurance at any time and from time to time, at no cost to the City. The Company has the right to maintain reasonable deductibles and the City reserves the right to review and approve such deductibles, which approval shall not be unreasonably withheld or delayed. The policies obtained by the Company, and proof thereof, shall be subject to the City's approval. The City reserves the right to review these insurance requirements during the coverage period and to adjust insurance coverages and their limits when deemed necessary and prudent by the Franchise Manager, based upon changes in statutory law, court decisions, or the claims history of the industry, as well as the Company.

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(6) *Maintenance of Insurance Policies; the Company's coverage primary.* The liability insurance policies required under this section, if any, shall be maintained by the Company through the coverage period. Each such policy of insurance shall provide that it not be cancelled or not renewed, without thirty (30) days' written notice to the City. An endorsement shall be provided which states that the Company's coverage is primary and any other insurance carried by the City, if applicable to a loss, is excess.

(7) *No Limit of Liability.* The legal liability of the Company to the City, and any person for any of the matters that are the subject of the insurance policy(ies) required by this section, shall not be limited by said insurance policy(ies) or by the recovery of any amounts thereunder.

(8) *Certificate of Insurance.* Certificates of Insurance, if any, shall name the City and the City's present and future officers, elected or appointed officials, council, boards, commissions, agents, representatives, volunteers performing authorized city functions and employees as Additional Insureds, by blanket endorsement, in the case of Commercial General Liability, Business Automobile Liability, and Umbrella or Excess Liability insurance. Worker's Compensation and Employer's Liability insurance shall waive rights of subrogation in favor of the City. Each policy shall contain a provision that coverage afforded under the policies will not be cancelled unless at least thirty (30) days' prior written notice has been given to the City. All subsequent notices or certificates shall be delivered to the Franchise Manager and the City Attorney at 308 Fountain Circle, Huntsville, Alabama 35801. All deductibles under said policy shall be the sole responsibility of the Company.

(b) *Security.*

(1) Subject to the following subsection (2), the Company shall obtain, maintain, and replenish, at its sole cost and expense, and file with the Franchise Manager, an irrevocable standby letter of credit in favor of the City and suitable in form and content, including any amendments thereto, to the Franchise Manager ("letter of credit" or "security") in an amount established by the Franchise Manager both to guarantee the timely completion and faithful performance of all work required in connection with the network, including the construction and operation of the network and to secure performance of the Company's obligations and faithful adherence to all requirements of this Use Agreement. Throughout the term of this Use Agreement, and for one hundred twenty (120) days thereafter, the Company shall maintain the required letter of credit in the amount specified in accordance with this section.

(2) Based on then-current factors including the construction activity of the Company, whether the Company is engaged in the removal of the network, an increase in the amount of compensation payments to be made pursuant to this Use Agreement, the Company's history of compliance with the terms and conditions of this Agreement, or such other factors which reasonably necessitate the contemplated action, the Franchise Manager may, in his sole discretion, modify the obligations of the foregoing subsection (1). Such modifications include: (i) upon the written request of the Company, a waiver of the requirement to post security, or a whole or partial release of the security posted; provided that at any time and from time to time the Franchise Manager may require the posting of any security so waived or released; and (ii) upon the written notice to the Company, an increase in the amount of security posted. The Company shall post the required security within

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thirty (30) days or such additional time as the Franchise Manager may allow, without the right of an additional cure period, and the Franchise Manager may delay any construction activity of the Company until the required security is posted.

(3) The letter of credit may be drawn on directly by the City at any time and from time to time for the payment of liquidated damages, or for the following purposes, but not before the expiration of any notice or cure provisions to the extent applicable:

a. To secure the faithful performance by the Company of all terms, conditions, and obligations of this Use Agreement and any later enacted regulations and ordinances pertaining to the rights-of-way or their use, including the proper installation, maintenance, operation, and removal of the network;

b. To compensate the City for any loss or damage to any municipal structure or other property of the City, during the course of any construction of the network by the Company, its agents, or employees, or any contractors or subcontractors of the Company;

c. To compensate the City for any expenditure, damage, or loss incurred by the City occasioned by the Company's non-compliance with the provisions of this Use Agreement or default under any later enacted regulations and ordinances pertaining to the rights-of-way or their use, or its failure to comply with all rules, regulations, orders, permits, and other directives of the City, issued pursuant to this Use Agreement or other present or future ordinances adopted by the City;

d. To secure the payments of premiums for the liability insurance required pursuant to this Use Agreement;

e. The payment to the City of any amounts for which the Company is liable that are not paid by the Company's insurance; or

f. As otherwise may be provided for in this Use Agreement.

(4) For the City to recover under this subsection (b) for any failure to properly construct or operate the network or any alteration, repair, maintenance, or restoration of City structures or property, in connection with such construction or operation, it is not necessary that the City first perform such work.

(5) The rights reserved to the City with respect to the letter of credit are in addition to all other rights of the City, whether reserved by this Use Agreement or authorized by law; and no action, proceeding, or exercise of a right with respect to such letter of credit shall affect any other rights the City may have.

(c) *Right to Require Replacement of Letter of Credit or Insurance*. If the financial conditions of any company issuing a letter of credit or insurance policy pursuant to this Section 13 materially and adversely change, the City may, at any time and from time to time, require that any such letter of credit or insurance policy be replaced with such other letter of credit or other insurance policy consistent with the requirements set forth in this section.

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(d) *Notice.*

(1) Each insurance policy shall contain a covenant or endorsement of the insurer to provide sixty (60) days' advance written notice by certified mail of such insurer's intention to cancel, substantially change, or not to renew such policy to both the Franchise Manager, City Attorney, and the Company; provided, however, in the event said policy fails to so contain a notice provision to the Franchise Manager and City Attorney, then the Company shall be responsible for same. The Company shall, in the event of any such notice, obtain, pay premiums for, and file with the Franchise Manager and City Attorney written evidence of the issuance of replacement policies prior to the expiration of any such policy.

(2) In no event shall the letter of credit be canceled without sixty (60) days' advance written notice by certified mail to both the Franchise Manager and City Attorney. The Company shall, in the event of any such cancellation, obtain and file with the Franchise Manager and City Attorney written evidence of the issuance of a replacement letter of credit that conforms to the requirements of this section prior to the expiration of any such letter of credit.

(3) Failure to carry or keep such insurance and letter of credit in force throughout the period set forth in this section shall constitute a default of this Use Agreement. The City, through its Franchise Manager, reserves the right to stop any work related to the network until proper evidence of insurance and the letter of credit is furnished.

(e) *Commencement of Work.* The Company shall not commence any work in the rights-of-way, including the work of constructing its network, until the insurance and letter of credit requirements of this section have been complied with.

Sec. 14. Term. The term of this Agreement shall commence upon the effective date and shall continue for up to ten (10) years thereafter, unless renewed, revoked, or terminated sooner as herein provided.

Sec. 15. Application fee. Unless otherwise prohibited by applicable law, in addition to all other fees, permits or charges required by the City, the Company shall pay to the City within forty-five (45) days after the effective date, one thousand dollars ($1,000.00) as a non-refundable fee in order to defray in whole or part the City's costs in the review and processing of the Company's request and the negotiations and preparations of the Agreement. In addition, the City reserves the right to charge an additional fee should the City's actual costs exceed the costs of the fee. The Company may offset its use fee payable to the City by any such additional fee.

Sec. 16. Payment to City.

(a) *Use fee.* As compensation for the rights and privileges granted by this Agreement, the Company shall pay to the City a use fee equal to five percent (5%) of its gross revenue, which fee shall be paid quarterly in accordance with subsection (c) of this section.

(b) *Itemization Permitted.* The Company may, subject to, and in a manner consistent with, applicable law, itemize on the subscriber's bill that portion of the bill attributable to the fees imposed

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pursuant to this section. The Company shall not bill subscribers in the City for franchise or other similar rights-of-way use fees imposed by other franchising authorities.

(c) *Quarterly computation; report.*

(1) Unless otherwise provided for in this Agreement, the use fee payments due to the City shall be computed and paid on a calendar quarterly basis, for the preceding quarter, as of March 31, June 30, September 30, and December 31. Each quarterly payment shall be due and payable no later than thirty (30) days after the dates listed in the preceding sentence. Each payment shall be accompanied by a brief report by the Company, signed by an official of the Company who shall certify to its accuracy, showing the basis for the computation and such other relevant facts as may reasonably be required by the City. At the request of the City, payments will be made electronically if technically feasible and at no cost to the Company.

(2) The City may require the Company to submit a statement, certified as true by an independent auditor or chief financial officer of the Company, setting forth its gross revenue by category, and describing what revenue categories were included and excluded in calculating the use fee, and any adjustments made to gross revenue. The request shall be made by the City no more than once per calendar year , and the Company shall have forth-five (45) days to respond.

(d) *Inspection and audit; verification.*

(1) *Inspection and audit.* Subject to subsection (d)(2) of this section, the City shall have the right to inspect and audit, no more than one time per calendar year, upon reasonable written notice, at the Company's offices where such records are located, all business records relevant to calculating the use fee in the form and manner as solely prescribed by the City to verify compliance with the use fee or other payment requirements of this Agreement.

(2) Should the Company's business records be located in another city or state, the Company shall, upon the request of the City, make such records or information available to the City at a convenient location in the City within a time agreed to by the City. Each Party shall pay its own costs and expenses incurred in connection with any such audit, except in the event there is a final and non-appealable determination of an underpayment of five percent (5%) or more of the amount that was due and payable to the City, in which case, in addition to making full payment of the relevant obligation, the Company will promptly pay to the City the actual costs and expenses incurred by the City associated with the audit, including attorneys' fees and the professional services of the auditor to perform the audit; provided, however, the Company's obligations to pay such costs and expenses shall be capped at $15,000.00 for any one audit. The City may not retain any person or entity to perform the audit whose compensation for performing the audit is dependent in any manner upon the outcome of any such audit, including the audit findings, the recovery of fees, or the recovery of any other payments.

(3) Any additional amount due to the City as a result of the audit, including any applicable interest, shall be paid by the Company within thirty (30) days after the Company receives a written notice from the City accompanied by a copy of the audit report and any other supporting document necessary to determine the alleged amount due is correct.

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(e) *Final payment.* Notwithstanding the foregoing, in the event the Company quits its operations or network within the City, whether by transfer or otherwise, it shall make a final payment of any amounts owed to the City within ninety (90) calendar days thereof, and shall provide a report for the calendar year through the date of cessation of the operations or network, which report shall contain the information and certification required hereinabove.

(f) *Evasion of use fee prohibited.* Any transactions or actions which have the effect of circumventing payment of the use fee are prohibited.

(g) *No waiver of City rights.* No acceptance of any payment by the City shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim the City may have for further or additional sums payable under the provisions of this Agreement. All amounts paid shall be subject to audit and recomputation by the City in compliance with this Agreement.

(h) *Application of interest.* In the event any payment is not made on the due date, interest on the amount due shall accrue from such date at the annual rate comparable to the then-current rate used by City for late payment of delinquent taxes.

(i) *City office for payment.* Unless otherwise provided for, all remittances for the monies due according to the terms of this Agreement are to be made payable to the City of Huntsville and mailed or delivered to:

City of Huntsville, Alabama
Finance Department
Revenue Division
305 Fountain Circle
Huntsville, AL 35801

Such remittances shall clearly identify or reference this Agreement.

Sec. 17. Sale or transfer of use agreement.

(a) *Restrictions on sale or transfer.*

(1) The Company shall not sell, transfer, lease, assign, sublet, or dispose of, in whole or in part, either directly or indirectly, either voluntarily or by force or involuntary sale, or ordinary sale, consolidation, transfer of control of the Company or any of its affiliates through merger or equity sale, or otherwise (except for a transfer in trust, mortgage, or other instrument of hypothecation, in whole or in part, to secure an indebtedness, or for a pro forma transfer to a corporation, partnership, or other entity controlling, controlled by, or under common control with the Company, including its parent corporation) this Agreement or its network within the City or any of the rights or privileges granted by this Agreement without providing the City with prior written notice: (1) identifying the person (hereinafter referred to in this section as "successor in interest") that will acquire control of the Company, or that will acquire the Agreement or the rights, interest, or obligations of the Company in the network; (2) a summary of the proposed transaction; and (3) a

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statement from a person with authority to bind the successor in interest certifying under penalty of perjury that the successor in interest agrees to and accepts, and is able to meet the terms and conditions of this Agreement.

(2) Within forty-five (45) days after the closing of the transaction (including any inter-affiliate transfer exempted from the prior notice requirement of subparagraph (a)(1) above), or such additional time as the Contract Manager may allow, the Company's successor in interest shall submit to the City: (i) a written certification, executed by an authorized senior officer or executive of the Company's successor in interest, certifying under penalty of perjury that (A) the successor in interest accepts and agrees to be bound by, and to assume all liabilities and obligations of its predecessor under, this Agreement, and (B) all required licenses, consents, certificates of public convenience and necessity, or other governmental authorizations issued by the Federal Communications Commission, the Alabama Public Service Commission or any other agency with jurisdiction over the successor in interest's acquisition of an interest in the Company's network or services have been obtained; (ii) proof of insurance and the posting of any required security in accordance with Section 13 of this Agreement; (iii) the names and addresses of those persons to whom notice should be sent in accordance with Section 23 of this Agreement; (iv) the name and contact information of the technical point of contact in accordance with Chapter 23, Article VII, Division 2, Section 23-363 of the City Code; and (v) such other information as may be required by the Franchise Manager in the administration of this Agreement. In the event the Company has outstanding compensation, other payments or other liabilities due to the City under this Agreement that have not been paid or satisfied prior to close of the transaction, both the Company and its successor in interest shall be jointly and severally liable to the City for same.

(b) *Prior notice not required.* In the normal course of its business the Company may enter into agreements with customers, including resellers, that authorize the customers to use capacity, or lease portions of the network or fiber which is located within the Company's network. The customer(s)'s rights to use such capacity or fiber will not constitute an assignment, license, lease, or other transfer under subsection (a) above, provided that the Company does not in any way surrender control over its network and remains responsible for its obligations under this Agreement. Nothing in this provision waives the City's right to require the Company's customers to obtain any required franchise, license, use agreement, permits, or other applicable authorizations.

Sec. 18. Representations, warranties, and covenants; validity of Agreement. The Company shall, by its execution and acceptance of this Agreement, warrant and covenant that it has read and understood this Agreement and that it has all requisite authority to obtain and accept the Agreement and perform the obligations hereunder, and that by making such execution and acceptance, expressly agrees that its covenants and warranties are a material condition of the Agreement. The Company shall also, by its execution and acceptance of this Agreement, attest to the validity of its terms and conditions in their entirety, and its willingness to voluntarily and without coercion, undue influence, or duress enter into this Agreement.

Sec. 19. Foreclosure. Upon the foreclosure or other judicial sale of the Company's network, the Company shall notify the City of such fact and such notification shall be treated as a notification that a change in control of the Company has taken place, and the provisions of this Agreement governing the

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transfer or change in ownership shall apply without regard to how such transfer or change in ownership occurred.

Sec. 20. Receivership.

(a) *Cancellation.* The City may cancel this Agreement, subject to any applicable law including the Bankruptcy Code, one hundred and twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of the Company, whether in receivership, reorganization, bankruptcy, or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred and twenty (120) days, or unless:

(1) Within one hundred twenty (120) days after its election or appointment, the receiver or trustee has fully complied with all the provisions of this Agreement and remedied all defaults hereunder; and

(2) Such receiver or trustee, within said one hundred twenty (120) days, has executed an agreement, duly approved by a court having jurisdiction, whereby such receiver or trustee assumes and agrees to be bound by each and every provision of this Agreement.

(b) *Bankruptcy filing effect.* Consistent with federal law, the filing of a bankruptcy petition alone shall not constitute a material default of the Agreement, provided, however, and subject to valid applicable federal law, in the event of a bankruptcy or other insolvency proceeding, the City retains all existing rights and enforcement authority under the Agreement and its police powers.

Sec. 21. Compliance with federal, state and city laws; severability.

(a) *Compliance with applicable law.* In addition to the requirements of this Agreement, the Company shall adhere to all generally applicable law. The Company shall obtain and maintain any necessary and lawful permit, license, certification, grant, registration, or any other authorization required by any appropriate governmental entity, including the City, the Federal Communications Commission, or the Alabama Public Service Commission.

(b) *Consultation.* The Parties agree to consult in the event that any court, agency, commission, legislative body, or other authority of competent jurisdiction issues a finding that limits the validity or enforceability of this Agreement, in whole or in part. Should the finding be final, non-appealable, and binding upon either the City or the Company, this Agreement shall be deemed modified or limited to the extent necessary to address the subject of the finding unless either Party, within sixty days of receipt of notice of such finding from the other Party, provides written notice to that Party of its election to terminate, in which case this Agreement shall terminate within six (6) months of such notice or such earlier period as the Parties mutually may agree. Where the effect of a finding is a modification of this Agreement, the Parties shall enter into good faith negotiations to modify this Agreement in the manner which best effectuates its overall purposes and the intentions of the Parties. Failure to reach a mutually satisfactory modification within ninety (90) days of the commencement of such efforts shall entitle either Party to terminate this Agreement on the provision of thirty (30) days' written notice.

Sec. 22. Waiver. The Company 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

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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, or a waiver of any legal or equitable rights or remedies the City may have in this Agreement, or applicable law.

Sec. 23. Notices. All notices or demands provided for under this Agreement shall be effective if in writing and: (1) delivered personally to the addressee or deposited in the United States mail, postage prepaid, certified mail, return receipt requested; (2) sent by overnight or commercial air courier; (3) sent by facsimile transmission, with the original to follow by regular mail; or (4) sent by electronic mail with record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded or printed. Notice will be deemed to have been adequately given three (3) days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day. Notices shall be addressed as follows:

If to the City, to:	Franchise Manager c/o Director of ITS Department of the City of Huntsville Huntsville City Hall 5th Floor 305 Fountain Circle Huntsville, AL 35801
With a copy to:	City Attorney City of Huntsville Huntsville City Hall 5th Floor 305 Fountain Circle Huntsville, AL 35801
If to the Company, to:	Alabama Fiber Network, Inc. 103 Jesse Samual Hunt Blvd., Suite 203 Prattville, AL 36066 Attention: President and CEO (334) 325-2300

At no time will the City be required to send notice to more than two persons/addresses. It shall be the duty of the Company to promptly update in writing any changes in its contact information provided above, and failure to do so shall not render ineffective the notice or demand sent by the City and shall constitute a material violation of the Agreement.

Sec. 24. Rights and remedies cumulative; interpretation; jurisdiction; venue.

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(a) *Rights and remedies cumulative.* The rights and remedies of the City shall be cumulative and in addition to any other rights and remedies provided by law or equity. A waiver of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other breach or violation.

(b) *Interpretation; jurisdiction; venue.* This Agreement shall be construed, controlled, enforced, governed, and interpreted in accordance with its plain meaning in accordance with the internal laws of the State of Alabama, without regard to principles of conflicts of laws. For any action concerning this Agreement (a) jurisdiction shall be in the appropriate state or federal courts sitting in Alabama, and (b) venue (i) in Alabama state courts shall be in Madison County, Alabama and (ii) in Alabama federal courts shall be in the United States District Court for the Northern District of Alabama, Northeastern Division.

Sec. 25. Taxes.

(a) *Fees not a tax.* The Parties agree that the use fee and other payments to be made by the Company to the City pursuant to this Agreement are not a tax and are not in the nature of a tax and are in addition to any and all lawful taxes or other fees or charges (including any fees or charges which may be imposed on the Company for the use of poles, conduits, or similar facilities that may be owned or controlled by the City) which the Company or any affiliated person shall be required to pay to the City or to any other governmental authority, and nothing herein shall be construed to relieve the Company from any obligation under applicable law for the payment of all ad valorem, property, use, and other taxes applicable to its communications services or network.

(b) To the extent taxes or other assessments are imposed on the City by taxing authorities other than the City on the use of City property as a result of the Company's use or occupation of the rights-of-way for its network or of City-owned facilities located in the rights-of-way, the Company shall be responsible for payment of such taxes.

Sec. 26. Force Majeure. Neither the City nor the Company shall be responsible for any resulting loss if the fulfillment of any of the terms or provisions of this Agreement is delayed or prevented by revolutions, insurrections, riots, wars, acts of enemies, national emergency, strikes, floods, fires, acts of God, or by any other cause not within the control of the Party whose performance is interfered with which by the exercise of reasonable diligence such Party is unable to prevent, whether of the class of causes enumerated above or not.

Sec. 27. Captions. The section and subsection captions contained in this Agreement are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

Sec. 28. Calculation of time. Where the performance or doing of any act, duty, matter, payment or thing is required hereunder and the period of time or duration for the performance or during thereof is prescribed and fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period or duration of time. When the last day of the period falls on Saturday, Sunday or a legal holiday observed by the City, that day shall be omitted from the computation.

Sec. 29. Entire Agreement. This Agreement constitutes the entire agreement between the City and the Company with respect to the subject matter contained herein and supersedes all prior or

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contemporaneous discussions, agreements, or representations of or between the City and the Company regarding the subject matter hereof.

Sec. 30. No third-party rights. Nothing contained in this Agreement is intended or shall be construed as creating or conferring any rights, benefits, or remedies upon, or creating any obligations of the Parties hereto toward, any person or entity not a Party to this Agreement.

Sec. 31. Counterpart Execution. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Signature pages may be transmitted by facsimile, and any signature transmitted by facsimile will be given the same force and effect as an original signature.

Sec. 32. Amendment. This Agreement, together with any exhibits, may be amended or modified only by a written instrument executed by both Parties.

Sec. 33. Relationship of the Parties. The Parties understand, acknowledge and agree that by making and entering into this Agreement, the City is not in any way or for any purpose a partner of or joint venturer with the Company.

Sec. 34. Binding effect. This Agreement shall be binding upon and for the benefit of each of the Parties and their respective successors and assigns and any parents, subsidiaries or affiliated corporations or entities, as applicable.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have caused this Agreement to be executed under their respective seals as of the date first written above.

[Signatures on following pages]

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Fiber Utility Network, Inc., d.b.a Alabama Fiber Network, Inc., a Alabama corporation

By: Terry B. Metze Jr [SEAL] Date: 10/17/2025 | 15:54 CDT
Name: Terry Metze
Title: CEO

STATE OF Alabama §
§
COUNTY OF Montgomery §

I, the undersigned Notary Public, in and for said County in said State, hereby certify that **Terry Metze**, whose name as CEO of Fiber Utility Network, Inc., d.b.a. Alabama Fiber Network, Inc., a Alabama 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 CEO and with full authority, executed the same voluntarily for and as the act of said corporation, as of the day the same bears date.

Given under my hand and official seal this 17 day of October, 2025

Valerie Seefeld
NOTARY PUBLIC

[Signatures continued]

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City of Huntsville, Alabama,
a municipal corporation

By: _____ [SEAL] Date: _____
Tommy Battle, Mayor
City of Huntsville, Alabama

Attest:

_____ Date: _____
Shaundrika Edwards, City Clerk
City of Huntsville, Alabama

STATE OF ALABAMA §
§
COUNTY OF MADISON §

I, the undersigned Notary Public in and for said County in said State, hereby certify that Tommy Battle, whose name as Mayor of the City of Huntsville is signed to the foregoing instrument, and Shaundrika Edwards, whose name as City Clerk of the City of Huntsville is signed to the foregoing instrument, both of whom being known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, in their respective capacities as Mayor of the City of Huntsville and City Clerk of the City of Huntsville, executed the same voluntarily for and as the act of the City of Huntsville, Alabama, a municipal corporation, as of the day the same bears date.

Given under my hand this the _____ day of _____, 202_.

_____
NOTARY PUBLIC

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EXHIBIT A
FIBER FACILITIES

EXHIBIT A

Alabama Fiber Network serves commercial and community anchor institutions such as police, fire, municipal sites, hospitals, educational institutions, public safety radio towers. AFN does not serve residential customers; therefore, the AFN owned and constructed public ROW infrastructure is limited to a few components:

- **Conduit: Two (2) 2.0" HDPE conduits per route. First conduit is primary to contain active fiber cable; second conduit is spare for future use.**
- **Fiber cable: 144-count fiber optic cable placed underground in conduit**
- **Splice enclosure: Weather-tight fiber optic splice enclosure to house fiber optic fusion splices**
- **Vaults: 30"x48"x36" vaults placed underground to function as meet locations for conduits, fiber cables, and to house splice enclosures**

Alabama Fiber Network also leases fiber optic cables where available to minimize construction and ROW disruption. In the City of Huntsville, AFN leases low strand count fiber cables from 3 external companies through IRU lease agreements. The leased fiber is used for connectivity between other in-state AFN owned fiber infrastructure and for long-haul connectivity extending to Nashville and Atlanta. AFN has IRU lease agreements in place with (1) Lumen Technologies Group, (2) Uniti Dark Fiber, and (3) North Alabama Electric Cooperative.

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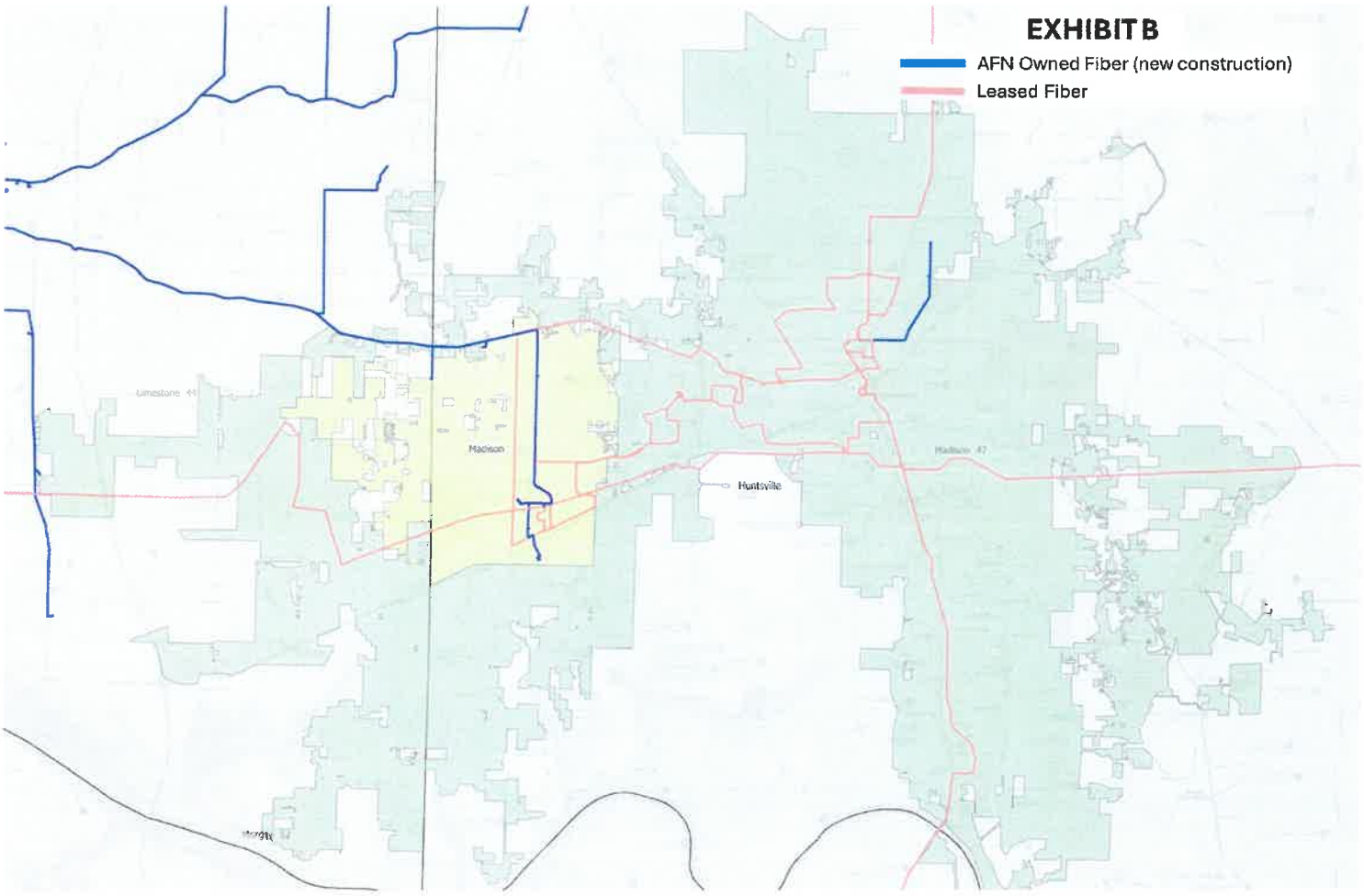
EXHIBIT B
MAP OF ROUTE



Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** 2025-966

Department: Planning

Subject: **Type of Action:** Introduction

Introduction of an ordinance annexing 4.65 acres of land lying on the south side of Hwy 72 E and east of Shields Road.

Ordinance No.

Does this item need to be published? **Yes**

If yes, please list preferred date(s) of publication: November 12, 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: Hwy 72 E, Huntsville, AL 35811
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** 2025-966

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Total Cost: $0

Special Circumstances:

Grant Funded: $0

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location:

Address: Hwy 72 E, Huntsville, AL 35811
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

ORDINANCE NO. 25-

WHEREAS, Landquest Properties, LLC, by James Keith Sharp, as its Administrative Member, 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 16, Township 03 South, Range 01 East of the Huntsville Meridian, Madison County, Alabama more particularly described as commencing at a point located at the Southwest Corner of said Section 16; thence from the Point of Commencement, North 86 Degrees 02 Minutes 09 Seconds East, 3422.36 feet to a point; said point is further described as the Point of Beginning; thence from the Point of Beginning, North 85 Degrees 08 Minutes 14 Seconds West, 707.88 feet to a point; said point is located in the centerline of Shields Rd; thence along said centerline, North 01 Degree 38 Minutes 46 Seconds East, 70.04 feet to a point; thence leaving said centerline, South 84 Degrees 14 Minutes 10 Seconds East, 365.16 feet to a point; thence North 02 Degrees 15 Minutes 01 Second East, 438.43 feet to a point; thence South 84 Degrees 20 Minutes 46 Seconds East, 368.48 feet to a point; thence South 05 Degrees 03 Minutes 57 Seconds West, 497.08 feet back to the Point of Beginning and containing 4.65 acres, more 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: Landquest Properties, LLC, by James Keith Sharp, as its Administrative Member (hereinafter referred to as "the petitioner")

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 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 "Hwy 72 E 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 our names as of the ~~13th~~ 17th day of October, 2025.

PETITIONERS:
Landquest Properties, LLC

Signature: _____
James Keith Sharp

As its: Administrative Member

STATE OF Alabama)
)
COUNTY OF Madison)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that James Keith Sharp, 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 ~~13th~~ 17th day of October, 2025.

(SEAL)

NOTARY PUBLIC

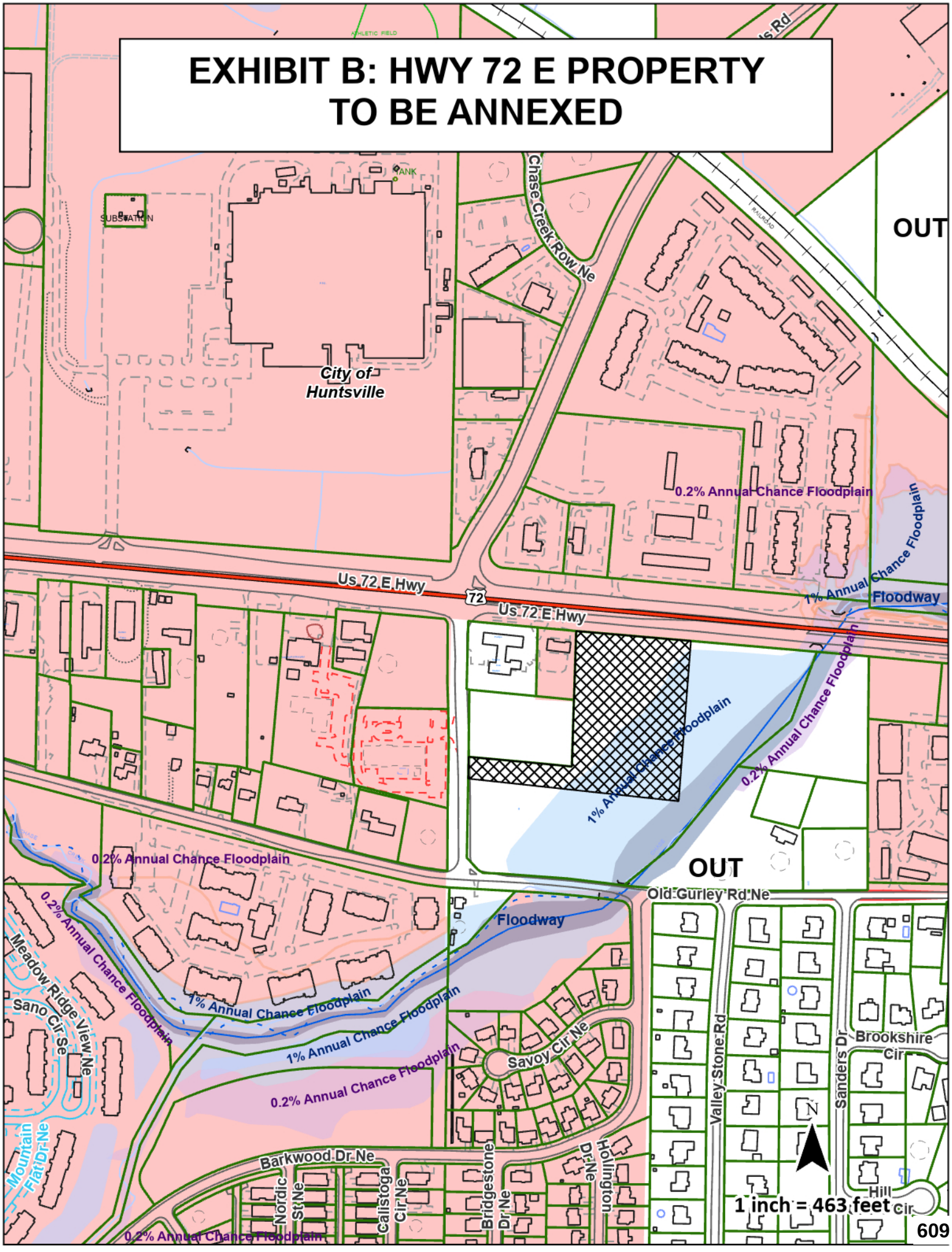
Expiration Date: 5-2-2027

TAMMY GEORGE HOLLOWAY NOTARY PUBLIC MY COMMISSION EXPIRES 05-02-2027 ALABAMA STATE AT LARGE

Exhibit “A”
(Legal Description of the Property)

All that part of Section 16, Township 03 South, Range 01 East of the Huntsville Meridian, Madison County, Alabama more particularly described as commencing at a point located at the Southwest Corner of said Section 16; thence from the Point of Commencement, North 86 Degrees 02 Minutes 09 Seconds East, 3422.36 feet to a point; said point is further described as the Point of Beginning; thence from the Point of Beginning, North 85 Degrees 08 Minutes 14 Seconds West, 707.88 feet to a point; said point is located in the centerline of Shields Rd; thence along said centerline, North 01 Degree 38 Minutes 46 Seconds East, 70.04 feet to a point; thence leaving said centerline, South 84 Degrees 14 Minutes 10 Seconds East, 365.16 feet to a point; thence North 02 Degrees 15 Minutes 01 Second East, 438.43 feet to a point; thence South 84 Degrees 20 Minutes 46 Seconds East, 368.48 feet to a point; thence South 05 Degrees 03 Minutes 57 Seconds West, 497.08 feet back to the Point of Beginning and containing 4.65 acres, more less.

EXHIBIT B: HWY 72 E PROPERTY TO BE ANNEXED



ANNEXATION SUMMARY: HWY 72 E

October 3, 2025

PETITIONER:	Landquest Propeties, LLC, by Keith Sharp, as its Managing Member
LOCATION:	On the south side of Hwy 72 E and east of Shield
	Township 3 South, Range 1 East, Section 16
	Hwy 72 E, Huntsville, AL 35811
ACREAGE:	4.65 acres
REASON FOR REQUEST:	City Services

ANNEXATION GUIDELINES: Hwy 72 E

1. Annexations that would fill in or make more regular the existing corporate limits should be strongly encouraged.

WOULD CONTINUE ONGOING ANNEXATIONS IN THIS AREA

2. The remaining tax islands should be annexed when ownership changes and redevelopment occurs….

NOT A TAX ISLAND

3. Annexations of land in subdivisions….

NOT PART OF A SUBDIVISION

4. Corridors are discouraged….

NOT A CORRIDOR

5. Point-to-point annexations should be discouraged….

NOT A POINT-TO-POINT CONNECTION

6. Owners living on land expected to be annexed within the ninety-day period preceding a municipal election….

NO MUNICIPAL ELECTION AT TIME OF ANNEXATION

7. Land which is known to be contaminated should not be annexed until such danger has been mitigated.

NO KNOWN CONTAMINATION

8. The annexation of land that would contribute to the city's economic development through an increase in taxes….

COMMERCIAL LAND

9. The city should require petitions for annexation referenda to satisfy additional conditions….

NOT A REFERENDA

10. City planners will explain to all annexation petitioners the policies under which services are provided.

POLICY STATEMENT SIGNED BY OWNERS; COPIES ATTACHED

STATEMENT REGARDING
PROVISION OF CITY SERVICES TO NEWLY ANNEXED LANDS

City services will be provided to all newly annexed lands according to the same policies that already govern in Huntsville. This means that Huntsville police and fire departments will respond to calls; garbage and trash will be collected by city sanitation; and school children will attend city rather than county schools. Transportation for students attending the city schools will be the responsibility of their parents. All applicable city ordinances will be enforced including the implementation of zoning regulations. Please note that the National agency that established the rating schedule for fire insurance premiums (ISO) assigns a higher rate to property that is over 5 road miles from their responding fire station and/or over 1000 feet from a fire hydrant.

Water service is provided by Huntsville Utilities; however if the annexed land is already served by another water authority, the existing situation should be expected to continue until such time as development pressure or legal agreements between water authorities makes it feasible or possible for Huntsville Utilities to assume control of the water lines or extend new mains. The cost of main extensions usually are borne by the property owner.

Likewise, it has long been city policy to expand sanitary sewer service on a cost benefit basis. This policy applies to all land within the city regardless of its annexation date. In addition, the city has adopted a capital improvement plan to guide investment in infrastructure. In order for an area to be considered for road construction, drainage improvements, recreational or community facilities, new fire stations, or sanitary sewer extension, the area must be in the city and then must be prioritized according to need. Newly annexed land will be accorded the same consideration as other city lands.

Lastly, it is important to understand that those autonomous boards, agencies and utilities that have authority over the delivery of specific public services set their own policies and procedures.

* * * * * * * * * *

I have read the above statement governing the delivery of city services to lands annexed into the city of Huntsville, and I agree to these conditions as they may pertain to any of my lands that are annexed.

Petitioner James Keith Sharp Date 9-30-25

For: Landquest Properties, LLC As its: Managing Member

Petitioner _____ Date _____

For: _____ As its: _____

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** 2025-961

Department: City Council

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

A member of the Council shall be elected by the Council to serve as its representative to the Metropolitan Planning Organization.

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

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** 2025-962

Department: City Council

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

A member of the Council shall be elected by the Council to serve as its representative to the City of Huntsville Planning Commission.

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:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** 2025-963

Department: City Council

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

A member of the Council shall be elected by the Council to serve as its representative to the Research Park Board.

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

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** 2025-964

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** 2025-956

Department: City Council

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

Top of Alabama Regional Council of Governments. (2 - appointments)

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

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** 2025-957

Department: City Council

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

Community Action Partnership Huntsville/Madison & Limestone Counties, Inc. (1 - appointment) (Postponed October 12, 2023, Regular Council Meeting)

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

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** 2025-958

Department: City Council

Subject:

Type of Action: Approval/Action

City of Huntsville Insurance Committee. (2 - appointments)

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

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** 2025-959

Department: City Council

Subject:

Type of Action: Approval/Action

Advisory Commission on Accessibility. (1 - appointment)

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

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025 **File ID:** 2025-960

Department: City Council

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

Chairperson of the Finance Committee and one (1) other member of the Council as Vice Chairperson of the Finance Committee.

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