

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



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

CITY COUNCIL CHAMBERS

5:30 PM

Thursday, February 10, 2022

REGULAR MEETING OF THE CITY COUNCIL

CALL TO ORDER

1. INVOCATION

Offered by: Ragab Abdelmoneim, Imam with the Huntsville Islamic Center

2. PLEDGE OF ALLEGIANCE

Led by: Councilmember Frances Akridge

3. APPROVAL OF THE AGENDA

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

- a. [2022-0088](#) Minutes of Regular Meeting of the City Council held January 27, 2022. (Minutes Received)

5. MAYOR: SPECIAL RECOGNITIONS

- a. [2022-0089](#) Recognition of Black History Month.

Attachments: [Black History Month 2022 Proclamation\[7821\]](#)

- b. [2022-0090](#) Recognition of Employee Incentive Award.

6. COUNCIL: SPECIAL RECOGNITIONS AND RESOLUTIONS

- a. [2022-0091](#) Presentation honoring Lee Jones for his years of his service on the Huntsville Public Library Board.

Sponsors: Robinson

Resolutions for Approval and Presentation

- b. [2022-0092](#) Resolution honoring the life of James O. Bearden, Sr. and his servant leadership to the Huntsville community.
Resolution No. 22-73

Sponsors: Kling

Attachments: [James Bearden Sr](#)

Resolutions for Approval Only**7. ANNOUNCEMENTS AND PRESENTATIONS**

- a. [2022-0093](#) Presentation from Huntsville-Madison County Public Library providing an update on new services and online options for the public.

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

- a. [2022-0094](#) Resolution to set a public hearing on the zoning of 36.57 acres of land lying on the north of University Drive and west of Wayne Road to Highway Business C-4 District and Residence 2 District; and the introduction of an Ordinance pertaining to the same. (Set March 24, 2022 Regular Council Meeting)

Resolution No. 22-74

Ordinance No. 22-75

Sponsors: Planning

Attachments: [Tate Zoning](#)

- b. [2022-0095](#) Resolution to set a public hearing on the zoning of 3.58 acres of land lying on the south side of Cap Adkins Road and east of Norton Road to Residence 1 District; and the introduction of an Ordinance pertaining to the same. (Set March 24, 2022 Regular Council Meeting)

Resolution No. 22-76

Ordinance No. 22-77

Sponsors: Planning

Attachments: [Cap Adkins 2 Zoning](#)

- c. [2022-0096](#) Resolution to set a public hearing on the zoning of 2.22 acres of land lying on the south side of Old Hwy 20 and east of Greenbrier Pkwy to Commercial Industrial Park District; and the introduction of an Ordinance pertaining to the same. (Set March 24, 2022 Regular Council Meeting)

Resolution No. 22-78

Ordinance No. 22-79

Sponsors: Planning

Attachments: [Ramos Zoning \(CC Packet\)](#)

[Ramos Zoning Resolution](#)

[Ramos Ordinance](#)

[Ramos Zoning Map](#)

- d. [2022-0097](#) Resolution to set a public hearing on the vacation of a right-of-way along McMullen Lane; and, introduction of a Resolution consenting to and introduction of an Ordinance vacating the right-of-way pertaining to the same. (Set March 10, 2022, Regular council Meeting)
Resolution No. 22-80
Resolution No. 22-81
Ordinance No. 22-82
- Sponsors:** Planning
- Attachments:** [McMullen Lane ROW Vacation Documents Complete.pdf](#)
[McMullen Lane ROW ord.doc](#)
[McMullen Lane ROW res after Public Hearing.doc](#)
[McMullen Lane ROW vac res setting public hearing.docx](#)

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 Councilmembers or City staff and from making comments regarding the good name and character of any individual.

12. MAYOR COMMENTS

13. COUNCILMEMBER COMMENTS

Councilmember Jennie Robinson

Councilmember Bill Kling

Councilmember Devyn Keith

Councilmember Frances Akridge

Councilmember John Meredith

14. FINANCE COMMITTEE REPORT

- a. [2022-0098](#) Resolution authorizing expenditures for payment.
Resolution No. 22-83
- Sponsors:** Finance Committee
- Attachments:** [Resolution - Expenditures](#)
[Expenditures - Complete](#)

15. BOARD APPOINTMENTS TO BE VOTED ON

- a. [2022-0099](#) Resolution appointing Jim Flinn to the Special Care Facilities Financing Authority of the City of Huntsville-Redstone Village to fill a vacancy due the resignation of Henry Oldham for the remainder of his term to expire November 13, 2023. (Nominated January 27, 2022, Regular Council Meeting)
Resolution No. 22-84

Sponsors: Robinson

Attachments: [Flinn Nomination res](#)

16. BOARD APPOINTMENT NOMINATIONS

- a. [2022-0100](#) Nomination to appoint Acacia Moore to the Beautification Board, Place 5, to fill a vacancy due to the passing of Cynthia Masucci for the remainder of a vacant three (3) year term to expire September 30, 2024.

Sponsors: Akridge and Kling

Attachments: [A. Moore Appointment Beautification Board.docx](#)

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. [2022-0101](#) Ordinance No. 22-69 declaring certain equipment surplus and to be sold at public auction. (Introduced January 27, 2022, Regular Council Meeting) Ordinance No. 22-69

Ordinance No. 22-69

Sponsors: General Services

Attachments: [22-69.Intro.Surplus and to be sold General Services](#)

- b. [2022-0102](#) Ordinance No. 22-70 amending Section 8-195, Action against business license and certificate and Section 8-272, Vehicles for hire rates. (Introduced January 27, 2022, Regular Council Meeting)
Ordinance No. 22-70

Sponsors: Parking/Public Transit

Attachments: [22-70.Intro.VFH Amend. Ord \(for Intro.\)](#)

- c. [2022-0103](#) Ordinance No. 22-71 amending Ordinance No. 89-79 to raise the minimum hiring rate for the Wastewater Treatment Plant Supervisor position. (Introduced January 27, 2022, Regular Council Meeting)
Ordinance No. 22-71

 Sponsors: Human Resources and Water Pollution
 Attachments: [22-71.Into.Class Salary Plan No. 89-79 1-2022 WPC Draft](#)
- d. [2022-0104](#) Ordinance No. 22-72 amending Section 2-1422 of Division 7 of Article VIII of the Code of Ordinances of the City of Huntsville to add place numbers to the Burritt Memorial Committee. (Introduced January 27, 2022, Regular Council Meeting)
Ordinance No. 22-72

 Sponsors: City Council
 Attachments: [22-72.Burritt Board Ordinance - Add Place Numbers](#)

20. NEW BUSINESS ITEMS FOR CONSIDERATION OR ACTION

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

- a. [2022-0105](#) Resolution authorizing the acceptance of donations.
Resolution No. 22-85

 Sponsors: Finance
 Attachments: [Donations](#)
- b. [2022-0106](#) Resolution authorizing the Mayor to terminate the Pest Control Services contract award extended to Spray's Termite Control & Insulations, Inc. pursuant to Resolution No. 21-960.
Resolution No. 22-86

 Sponsors: Finance
 Attachments: [Resolution - Pest Control Services - Sprays Termite Control](#)
- c. [2022-0107](#) Resolution authorizing travel expenses.
Resolution No. 22-87

 Sponsors: Finance
 Attachments: [Travel Resolution](#)

- d. [2022-0108](#) Ordinance amending Budget Ordinance No. 21-867, by changing appropriated funding for various departments and funds.
Ordinance No. 22-88

 Sponsors: Finance
 Attachments: [Budget Amendment](#)
- e. [2022-0109](#) Resolution authorizing the Mayor to enter into agreements with the low bidders meeting specifications as outlined in the attached Summary of Bids for Acceptance.
Resolution No. 22-89

 Sponsors: Finance
 Attachments: [Resolution Procurement](#)
 [Procurement Final](#)
 [Procurement Final-Backup](#)
- f. [2022-0110](#) Resolution authorizing a portion of the proceeds of certain future borrowings to reimburse the 1990 Capital Projects Fund of the City for expenditures incurred prior to borrowing issuance.
Resolution No. 22-90

 Sponsors: Finance
 Attachments: [Huntsville - Official Intent Reimbursement Resolution - Parks and](#)
- g. [2022-0111](#) Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Mobile Communications of America, Inc. DBA Sharp Communications & Security Solutions for Professional and Technical Services for Consulting, Installation, Repair, Maintenance, and Support Services for the City's Communication Systems, Security Systems, and Networks.
Resolution No. 22-91

 Sponsors: Water Pollution
 Attachments: [MCA Tech Support for Communication Systems Final](#)
 [MCA Tech Support for Communication Systems Resolution](#)
- h. [2022-0112](#) Resolution authorizing the Mayor to enter into an agreement with the State of Alabama Department of Transportation for Federal Aid Rail/Highway Crossing Improvement, Project No. RHPD-RR21(920), Agreement for Maintenance of Passive Warning Devices.
Resolution No. 22-92

 Sponsors: Traffic Engineering
 Attachments: [Resolution Page](#)
 [Complete Item, 012522](#)
-

- i. [2022-0113](#) Resolution authorizing the Mayor to enter into a Memorandum of Agreement between the City of Huntsville, Alabama and The Board of Trustees of The University of Alabama for and on behalf of the University of Alabama in Huntsville.
Resolution No. 22-93
Sponsors: Public Works
Attachments: [University of Alabama Memorandum of Agreement](#)
- j. [2022-0114](#) Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Crisis Services of North Alabama, Inc. as a sub-recipient to use grant funds from the U.S. Treasury Emergency Rental Assistance Program.
Resolution No. 22-94
Sponsors: Community Development
Attachments: [ERAP2 SUB AGREEMENT- CSNA.docx](#)
[ERAP2 SUB AGREEMENT- CSNA FINAL resolution](#)
- k. [2022-0115](#) Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville, Alabama and Legal Services of Alabama to support the Emergency Rental Assistance Program.
Resolution No. 22-95
Sponsors: Community Development
Attachments: [ERAP2 SUB AGREEMENT- legal services Resolution.docx](#)
[ERAP2 SUB AGREEMENT- legal services.pdf](#)
- l. [2022-0116](#) Resolution authorizing the Mayor to execute Modification No. 2 between the City of Huntsville, Alabama and Huntsville Assistance Program, for the use of Emergency Rental Assistance Program funds as adopted and approved by Resolution No. 21-196.
Resolution No. 22-96
Sponsors: Community Development
Attachments: [Huntsville Assistance Program Inc. ERAP Mod 1 .pdf](#)
[Huntsville Assistance Program Inc. ERAP Mod 1 resolution.pdf](#)
- m. [2022-0117](#) Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Kimberly Erb.
Resolution No. 22-97
Sponsors: Community Development
Attachments: [Special_Employee_Agreement_KimberlyErb.docx](#)
[Special_Employee_Agreement_KimberlyErb resolution.docx](#)

- n. [2022-0118](#) Resolution authorizing the Mayor to execute Change Order No. 1 to the agreement between the City of Huntsville and Chorba Contracting Corporation for construction services for the Animal Services Renovation Phase 3.
Resolution No. 22-98

 Sponsors: General Services
 Attachments: [Complete Chorba -Change Order 1](#)
 [Chorba Res- Change Order 1](#)
- o. [2022-0119](#) Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Consolidated Construction Company for construction services of Sandra Moon Community Center Phase 2
Resolution No. 22-99

 Sponsors: General Services
 Attachments: [Complete-CCC-Sandra Moon PH2](#)
 [SMCC Res- CCC](#)
- p. [2022-0120](#) Resolution assigning members of the Burritt Memorial Committee to numbered places.
Resolution No. 22-100

 Sponsors: City Council
 Attachments: [Burritt Board Assign Members to Places](#)
- q. [2022-0121](#) Resolution to adjust the salaries of employees in certain positions in assigned department.
Resolution No. 22-101

 Sponsors: Human Resources
 Attachments: [Resolution - Certain Department Positions 2-2022.docx](#)
- r. [2022-0122](#) Resolution authorizing the Mayor to apply for and execute an FY 2022-2023 EPA Air Grant in an amount up to \$200,000 in federal funding to support the City's Air Pollution Control Program.
Resolution No. 22-102

 Sponsors: Natural Resources
 Attachments: [Council Resolution 103 Grant 2022](#)
 [City of Huntsville 103 Grant Application](#)

- s. [2022-0123](#) Resolution authorizing the Mayor to enter into Agreement with Regroup Mass Notification for group notification services.
Resolution No. 22-103

 Sponsors: Administration

 Attachments: [2022-02-10 Regroup Mass Notification Resolution](#)
 [2022-02-10 Regroup Mass Notification Agreement](#)
- t. [2022-0124](#) Resolution authorizing the City Attorney to settle the case of Auto Owners Insurance Company v. Austin W. Michael, et al.
Resolution No. 22-104

 Sponsors: Legal

 Attachments: [Auto Owners v Austin resolution.doc](#)
- u. [2022-0125](#) Resolution authorizing the Mayor to enter, in behalf of the City of Huntsville, an Amended and Restated Addendum to Contract for Utilities, and to execute same, between the City of Huntsville, Huntsville Utilities and Starbelt, LLC, in connection with a Project Development Agreement heretofore entered between said parties and The Industrial Development Board of the City of Huntsville.
Resolution No. 22-105

 Sponsors: Urban Development

 Attachments: [Resolution - Project Starbelt](#)
 [PROJECT STARBELT ADDENDUM TO UTILITY CONTRACT](#)
- v. [2022-0126](#) Resolution authorizing a Cooperative Service Agreement between City of Huntsville and United States Department of Agriculture Animal and Plant Health Inspection Service (APHIS) Wildlife Services (WS).
Resolution No. 22-106

 Sponsors: Landscape Management

 Attachments: [Resolution](#)
 [Agreement](#)

21. NEW BUSINESS ITEMS FOR INTRODUCTION

- a. [2022-0127](#) Introduction of an ordinance annexing 320.00 acres of land lying on the south side of Huntsville Brownsferry Road and west of Mooresville Road.
Ordinance No. 22-107

 Sponsors: Planning

 Attachments: [Shaw Trust Annexation](#)

22. SECOND ROSTER PUBLIC COMMENTS

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

23. ADJOURNMENT***Agenda Disclaimer***

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Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/10/2022

File ID: 2022-0088

Department: Clerk-Treasurer

Subject:

Type of Action: Approval/Action

Minutes of Regular Meeting of the City Council held January 27, 2022. (Minutes Received)

Finance Information:

Account Number: Click or tap here to enter text.

City Obligation Amount: \$

Total Obligation: \$

Special Circumstances:

Grant Funded: \$

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/10/2022

File ID: 2022-0089

Department: Administration

Subject:

Type of Action: Presentation

Recognition of Black History Month.

Finance Information:

Account Number:

City Obligation Amount: \$

Total Obligation: \$

Special Circumstances:

Grant Funded: \$

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

CITY OF HUNTSVILLE

PROCLAMATION

WHEREAS, Dr. Carter G. Woodson, considered to be the father of Black History, and the president of the Association for the Study of Negro Life and History (ASNLH) established the second week in February Negro History Week in 1926; and

WHEREAS, February was chosen primarily because the second week of the month coincides with the birthdays of both Abraham Lincoln and Frederick Douglass, a former slave who was prominent in the abolitionist movement to end slavery; and

WHEREAS, President Gerald Ford officially recognized Black History Month in conjunction with the nation's bicentennial celebration in 1976 challenging America to "seize the opportunity to honor the too-often neglected accomplishments of Black Americans in every area of endeavor throughout our history; and

WHEREAS, the United States Congress passed "National Black History Month" into law in 1986 with the goal of brining awareness to the ongoing efforts of Blacks for freedom, justice and equality; and

WHEREAS, the theme for Black History Month 2022 is Black Health and Wellness focusing on the contributions and breakthroughs of Black professionals as well as speaking to the cultural richness of those 'non-traditional' health and wellness practitioners, e.g., doulas, midwives, etc.; and

WHEREAS, the city of Huntsville is home to three Historically Black Colleges & Universities (HBCUs), Alabama A&M University, Oakwood University and Drake State Community & Technical College graduating students who excel in all fields including medicine, STEM and social services; and

WHEREAS, the city of Huntsville has a rich legacy of Black business owners, educators, public servants, community leaders, athletes, civil rights pioneers and more;

NOW THEREFORE, BE IT RESOLVED that I, Tommy Battle, Mayor of Huntsville, Alabama, do hereby proclaim the month of February, in the year 2022, as

Black History Month

and encourage residents to join in the celebration of the vast accomplishments and contributions of Black people to American and world history.

DATED this 10th day of February, 2022.

Tommy Battle
Mayor



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/10/2022

File ID: 2022-0090

Department: Administration

Subject:

Type of Action: Presentation

Recognition of Employee Incentive Award.

Finance Information:

Account Number: 0

City Obligation Amount: 0

Total Obligation: 0

Special Circumstances:

Grant Funded: \$

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/10/2022

File ID: 2022-0091

Department: City Council

Subject:

Type of Action: Presentation

Presentation honoring Lee Jones for his years of his service on the Huntsville Public Library Board.

Finance Information:

Account Number: Click or tap here to enter text.

City Obligation Amount: \$

Total Obligation: \$

Special Circumstances:

Grant Funded: \$

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/10/2022

File ID: 2022-0092

Department: City Council

Subject:

Type of Action: Approval/Action

Resolution honoring the life of James O. Bearden, Sr. and his servant leadership to the Huntsville community.

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Obligation Amount: \$

Total Obligation: \$

Special Circumstances:

Grant Funded: \$

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

RESOLUTION 22-

WHEREAS, the City Council and Mayor of the City of Huntsville, Alabama express great sorrow at the passing of James Otha Bearden, Sr., former community volunteer and faithful member of Lakeside Methodist Church on the 27th day of December, 2021 and would like to recognize and honor him for his remarkable achievements, dedication, and service to the Huntsville community; and

WHEREAS, James Otha Bearden, Sr., born on February 12, 1931 in Huntsville, Alabama, was one of 11 children to parents Charlie and Rosetta Douglas Bearden; and

WHEREAS, Mr. Bearden comfortably called Huntsville home, graduating from Council High School and attending Alabama A&M University, majoring in Accounting; and

WHEREAS, recognizing February is Black History Month, it seems only fitting to honor one of our own citizens as he was the first African American to serve on the IBM Board of Directors, during a time when IBM made incredible contributions to the NASA program. IBM provided the computing power to navigate the Saturn rockets to the moon. During Mr. Bearden's twenty-five years with IBM, he consistently arrived thirty minutes early for work and received the most prestigious award, named the "The IBM Means Service Award;" and

WHEREAS, at Lakeside Methodist Church, Mr. Bearden served as a trustee and was an active and faithful member of the Sanctuary Choir. He greeted his fellow congregation members with his warm personality and infectious laughter; and

WHEREAS, the community at large also benefited from Mr. Bearden's desire to serve, and he infused in his family that "Service is Sovereign." He was a founding member of the Fraternal Club, Masonic #6, worked on the Ad Hoc Committee to establish the Land Trust of Monte Sano, participated as a Deputy Voting Registrar, served on the Board of Directors for Habitat for Humanity, and was a member of the Board of Directors of the Huntsville Emergency Medical Services (HEMSI); and

WHEREAS, Mr. Bearden received scores of awards and honors in recognition of his tireless service to mankind, including the Multigenerational Family of the Year award, the Community Service Award as a Public Servant for his kindness to families and at-risk youth presented by the late Bob Harrison, County Commissioner of Madison County, and the "Model Citizen of the Year" award from the late Bishop Kenneth Tate; and

WHEREAS, despite his numerous public accolades, it was his family that he inspired most. He dotted on his wife of 66 years, Georgia Ruth, and instilled the importance of love and family to his numerous nieces and nephews. Mr. Bearden was described as a good man, a kind man.

NOW, THEREFORE, BE IT RESOLVED that the City Council and Mayor of the City of Huntsville, Alabama express their greatest sympathy of the passing of James Ortha Bearden,

Sr. to his family, loved ones, friends, and acquaintances, and hereby recognize his service to his fellowman and his contributions as a public servant to our community.

ADOPTED this the ____ day of _____, 2022.

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

APPROVED this the ____ day of _____, 2022.

Mayor of the City of
Huntsville, Alabama



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/10/2022

File ID: 2022-0093

Department: City Council

Subject:

Type of Action: Presentation

Presentation from Huntsville-Madison County Public Library providing an update on new services and online options for the public.

Finance Information:

Account Number: Click or tap here to enter text.

City Obligation Amount: \$

Total Obligation: \$

Special Circumstances:

Grant Funded: \$

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/10/2022

File ID: 2022-0094

Department: Planning

Subject:

Type of Action: Approval/Action

Resolution to set a public hearing on the zoning of 36.57 acres of land lying on the north of University Drive and west of Wayne Road to Highway Business C-4 District and Residence 2 District; and the introduction of an Ordinance pertaining to the same. (Set March 24, 2022 Regular Council Meeting)

Resolution No.

Ordinance No.

Finance Information:

Account Number: Click or tap here to enter text.

City Obligation Amount: \$

Total Obligation: \$

Special Circumstances:

Grant Funded: \$

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

Recommended by Planning Commission



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/10/2022

File ID: TMP-1167

Department: Planning

Subject:

Type of Action: Approval/Action

Resolution to set a public hearing on the zoning of 36.57 acres of land lying on the north of University Drive and west of Wayne Road to Highway Business C-4 District and Residence 2 District; and the introduction of an Ordinance pertaining to the same. (Set March 24, 2022 Regular Council Meeting)

Resolution No.

Ordinance No.

Finance Information:

Account Number: Click or tap here to enter text.

City Obligation Amount: \$

Total Obligation: \$

Special Circumstances:

Grant Funded: \$

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

Recommended by Planning Commission

RESOLUTION NO. 22-

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

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

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

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

- (1) The zoning of 36.57 acres of land lying on the north of University Drive and west of Wayne Road to Highway Business C-4 District and Residence 2 District.
- (2) The first publication of this resolution, this synopsis, and the ordinance hereinafter set out at length shall be in the Huntsville Times on the 27th day of February, 2022, and the second publication shall be one week thereafter on the 6th day of March, 2022, both of which publications shall be at least 15 days in advance of the date of the public hearing hereinafter referred to.

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

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

1. That the City Council of the City of Huntsville, Alabama, shall meet at 5:30 p.m. on the 24th day of March, 2022, in the Council Chambers of the City of Huntsville Administration Building at 308 Fountain Circle in the City of Huntsville, Alabama, for the purpose of holding a public hearing at which time and place all persons, parties in interest and cities who desire, shall have an opportunity to be heard in opposition to or in favor of said Ordinance No. 22-____, which is introduced by the City Council of the City of Huntsville on the 10th day of February, 2022, amending the Zoning Ordinance of the City of Huntsville, Alabama.

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

ORDINANCE NO. 22-

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

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

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

A parcel of land situated in the Southeast Quarter of Section 25, Township 3 South, Range 2 West, Huntsville Meridian, in the City of Huntsville, Madison County, Alabama more particularly described as follows: Beginning at a found Hex Marking the Northeast Corner of the Southeast Quarter of said Section 25, having State Plane Coordinates (Alabama East Zone) of N-1,547,229.104 and E-402,121.431, also being the Northeast Corner of a parcel of land described in instrument #20120820000524690; Thence run South 01 Degrees 45 Minutes 50 Seconds West 423.36 feet along the East Line of said parcel of land described in instrument #20120820000524690 to a Set 5/8" Capped Rebar (Schoel Ca #003); Thence run North 89 Degrees 50 Minutes 45 Seconds East 397.52 feet along the North line of said parcel of land described in instrument #20120820000524690 to a found 5/8" Capped Iron Pin (Garver) on the West Right of Way of Wayne Road; Thence run South 02 Degrees 39 Minutes 14 Seconds West 208.67 Feet along the West Right of Way of said Wayne Road to a found 5/8" Iron Pin (Garver); Thence run South 89 Degrees 48 Minutes 55 Seconds West 392.56 feet along the South line of said parcel of land described in instrument #20120820000524690 to a set 5/8" Capped Rebar (Schoel Ca #003); South 01 Degrees 45 Minutes 50 Seconds West 371.41 feet along the East line of said parcel of land described in instrument #20120820000524690 to a found 5/8" Iron Pin; Thence run North 88 Degrees 42 Minutes 49 Seconds West 183.20 feet along the South line of said parcel of land described in instrument #20120820000524690; Thence run North 02 Degrees 27 Minutes 59 Seconds East 1003.81; Thence run South 88 Degrees 39 Minutes 34 Seconds East 169.17 feet along the North Line of said parcel of land described in instrument #20120820000524690 back to the Point of Beginning and containing 5.96 acres, more or less.

2. That the following area, on the north of University Drive and west of Wayne Road, which area is a newly annexed area of the City of Huntsville, Madison County, Alabama, and which has not been zoned previously, shall be shown and classified on the Official Zoning Maps of the City of Huntsville, Alabama, as Highway Business C-4 District, in the Zoning Ordinances of the City of Huntsville, Alabama, said property being particularly described as follows:

A parcel of land situated in the Southeast Quarter of Section 25, Township 3 South, Range 2 West, Huntsville Meridian, in the City of Huntsville, Madison County, Alabama more particularly described as follows: Commencing at a found Hex Marking the Northeast Corner of the Southeast Quarter of said Section 25, having State Plane Coordinates (Alabama East Zone) of N-1,547,229.104 and E-402,121.431, also being the Northeast Corner of a parcel of land described in instrument #20120820000524690; Thence run North 88 Degrees 37 Minutes 50 Seconds West 170.89 feet along the North line of said parcel of land described in instrument #20120820000524690 to the Point of Beginning, having State Plane Coordinates (Alabama East Zone) of N-1,547,233.188 and E-401,950.586; Thence run South 02 Degrees 27 Minutes 59 Seconds West 1003.81 Feet; Thence run North 88 Degrees 42 Minutes 49 Seconds West 1292.01 feet along the South line of said parcel of land described in instrument #20120820000524690 to a found Axel; Thence run North 00 Degrees 40 Minutes 02 Seconds East 1005.58 feet along the West line of said parcel of land described in instrument #20120820000524690 to a found concrete monument (Johnson & Associates Ca-0193-Ls); Thence run South 88 Degrees 37 Minutes 50 Seconds East 1323.55 feet along the North Line of said Parcel of land described in instrument #20120820000524690 back to the Point of Beginning, and containing 30.61 acres, more or less.

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

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

ADOPTED this the _____ day of _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

Mayor of the City of Huntsville, Alabama

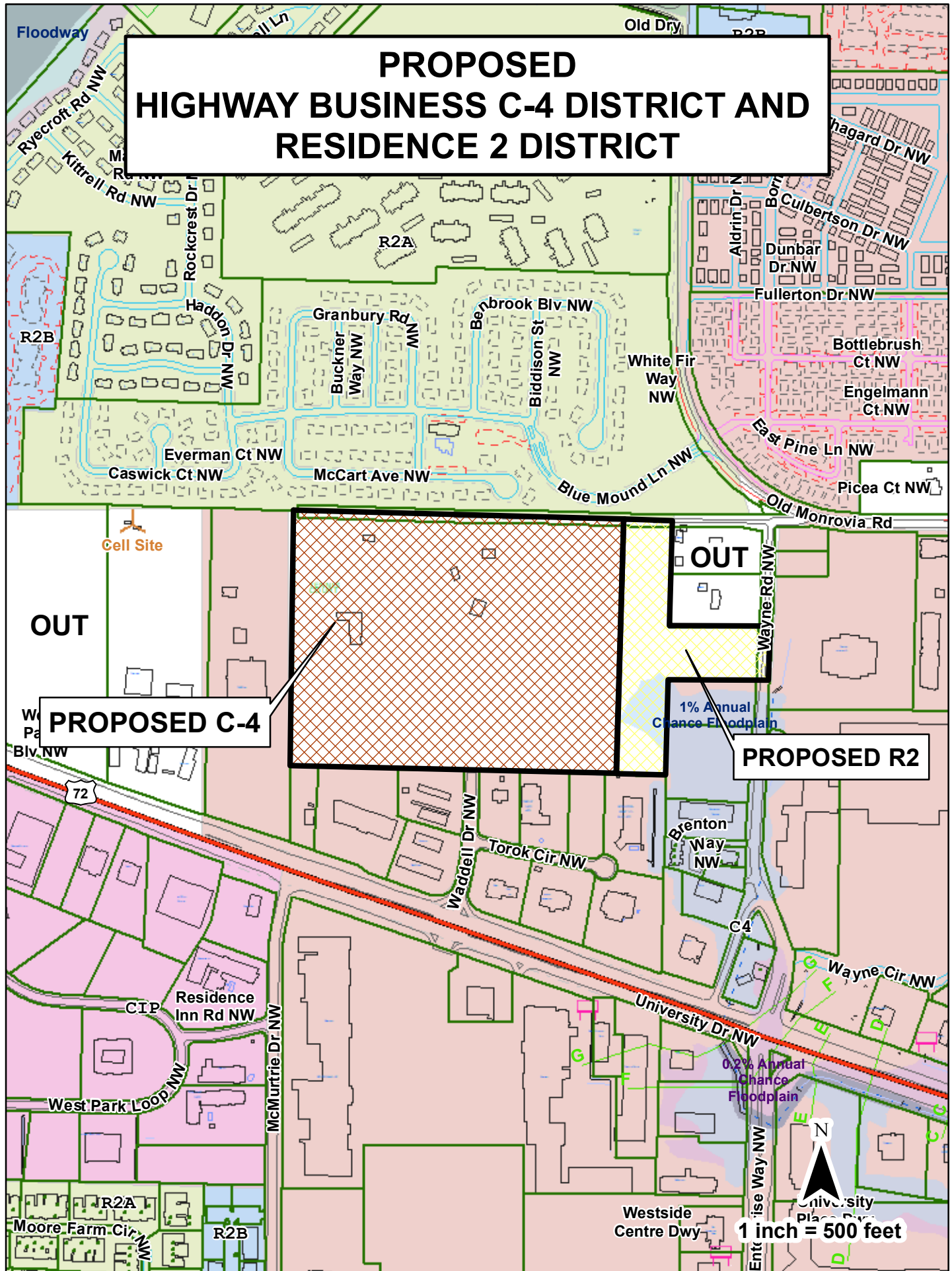
ADOPTED this the ____ day of _____, 2022.

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

APPROVED this the ____ day of _____, 2022.

Mayor of the City of Huntsville, Alabama

PROPOSED HIGHWAY BUSINESS C-4 DISTRICT AND RESIDENCE 2 DISTRICT





Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/10/2022

File ID: 2022-0095

Department: Planning

Subject:

Type of Action: Approval/Action

Resolution to set a public hearing on the zoning of 3.58 acres of land lying on the south side of Cap Adkins Road and east of Norton Road to Residence 1 District; and the introduction of an Ordinance pertaining to the same. (Set March 24, 2022 Regular Council Meeting)

Resolution No.

Ordinance No.

Finance Information:

Account Number: Click or tap here to enter text.

City Obligation Amount: \$

Total Obligation: \$

Special Circumstances:

Grant Funded: \$

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

Recommended by Planning Commission



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/10/2022

File ID: TMP-1168

Department: Planning

Subject:

Type of Action: Approval/Action

Resolution to set a public hearing on the zoning of 3.58 acres of land lying on the south side of Cap Adkins Road and east of Norton Road to Residence 1 District; and the introduction of an Ordinance pertaining to the same. (Set March 24, 2022 Regular Council Meeting)

Resolution No.

Ordinance No.

Finance Information:

Account Number: Click or tap here to enter text.

City Obligation Amount: \$

Total Obligation: \$

Special Circumstances:

Grant Funded: \$

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

Recommended by Planning Commission

RESOLUTION NO. 22-

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

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

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

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

- (1) The zoning of 3.58 acres of land lying on the south side of Cap Adkins Road and east of Norton Road to Residence 1 District.
- (2) The first publication of this resolution, this synopsis, and the ordinance hereinafter set out at length shall be in the Huntsville Times on the 27th day of February, 2022, and the second publication shall be one week thereafter on the 6th day of March, 2022, both of which publications shall be at least 15 days in advance of the date of the public hearing hereinafter referred to.

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

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

1. That the City Council of the City of Huntsville, Alabama, shall meet at 5:30 p.m. on the 24th day of March, 2022, in the Council Chambers of the City of Huntsville Administration Building at 308 Fountain Circle in the City of Huntsville, Alabama, for the purpose of holding a public hearing at which time and place all persons, parties in interest and cities who desire, shall have an opportunity to be heard in opposition to or in favor of said Ordinance No. 22-____, which is introduced by the City Council of the City of Huntsville on the 10th day of February, 2022, amending the Zoning Ordinance of the City of Huntsville, Alabama.

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

ORDINANCE NO. 22-

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

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

1. That the following area, on the south side of Cap Adkins Road and east of Norton Road, which area is a newly annexed area of the City of Huntsville, Madison County, Alabama, and which has not been zoned previously, shall be shown and classified on the Official Zoning Maps of the City of Huntsville, Alabama, as Residence 1 District, in the Zoning Ordinances of the City of Huntsville, Alabama, said property being particularly described as follows:

All that part of Section 33, Township 05 South, Range 01 East of the Huntsville Meridian, in the City of Huntsville, Madison County, Alabama more particularly described as beginning at a point located at the Southeast Corner of said Section 33; thence from the Point of Beginning, North 29 Degrees 14 Minutes 51 Seconds West, 2193.15 feet to a point; said point is further described as the Point of True Beginning; thence from the Point of True Beginning, North 39 Degrees 01 Minute 34 Seconds West, 706.38 feet to a point; thence North 36 Degrees 05 Minutes 09 Seconds West, 31.05 feet to a point; thence North 59 Degrees 10 Minutes 51 Seconds East, 26.54 feet to a point; thence North 61 Degrees 20 Minutes 25 Seconds East, 28.15 feet to a point; thence North 63 Degrees 58 Minutes 06 Seconds East, 33.53 feet to a point; thence North 67 Degrees 18 Minutes 05 Seconds East, 44.1 feet to a point; thence North 68 Degrees 26 Minutes 24 Seconds East, 46.2 feet to a point; thence North 69 Degrees 41 Minutes 48 Seconds East, 54.06 feet to a point; thence North 71 Degrees 27 Minutes 09 Seconds East, 89.38 feet to a point; thence South 20 Degrees 36 Minutes 42 Seconds East, 30.23 feet to a point; thence North 74 Degrees 21 Minutes 28 Seconds East, 33.8 feet to a point; thence North 75 Degrees 36 Minutes 34 Seconds East, 78.16 feet to a point; thence South 03 Degrees 53 Minutes 44 Seconds East, 698.71 feet back to the Point of True Beginning and containing 3.58 acres, more or less.

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

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

ADOPTED this the _____ day of _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

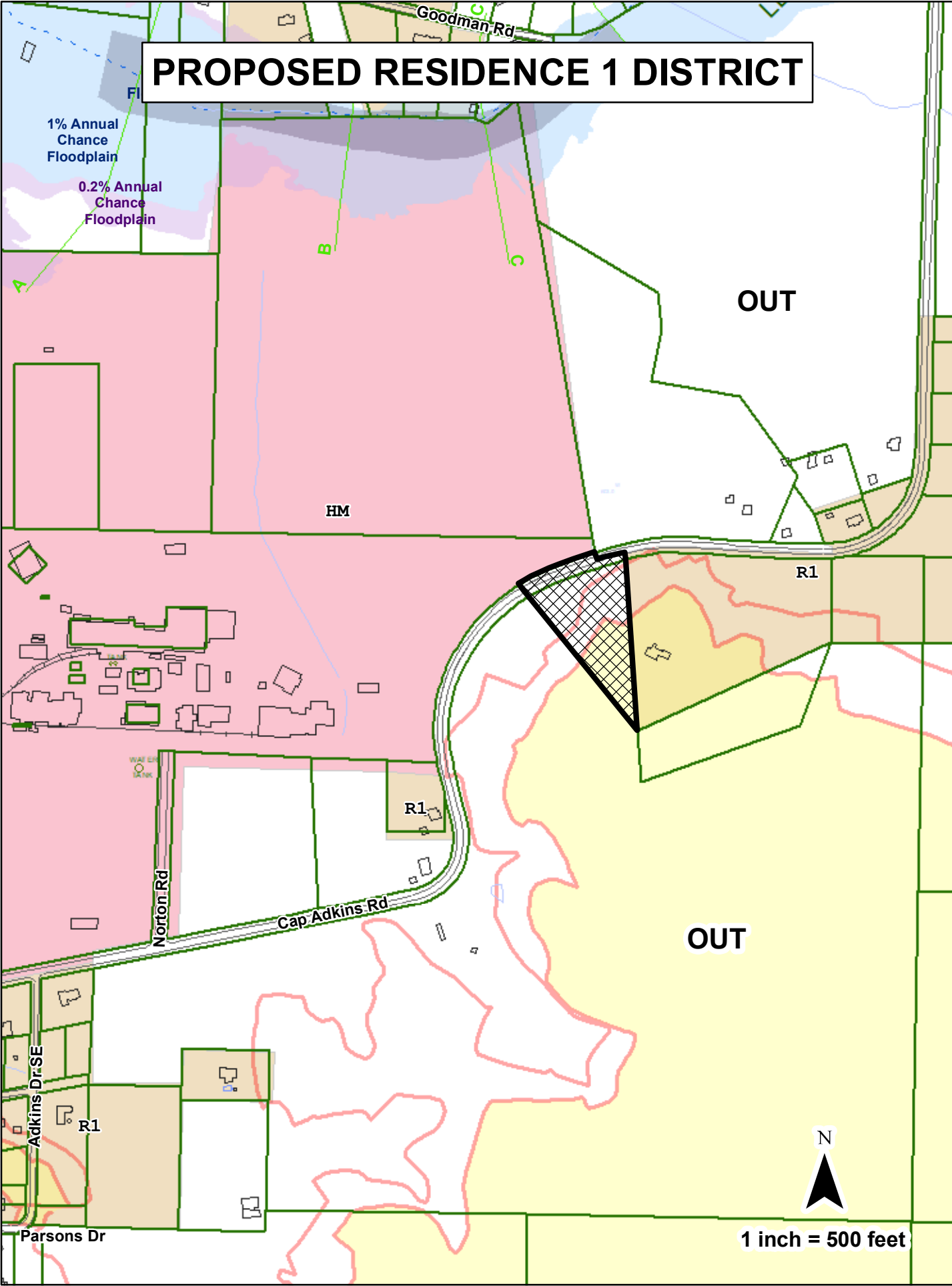
Mayor of the City of Huntsville, Alabama

ADOPTED this the ____ day of _____, 2022.

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

APPROVED this the ____ day of _____, 2022.

Mayor of the City of Huntsville, Alabama





Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/10/2022

File ID: 2022-0096

Department: Planning

Subject:

Type of Action: Approval/Action

Resolution to set a public hearing on the zoning of 2.22 acres of land lying on the south side of Old Hwy 20 and east of Greenbrier Pkwy to Commercial Industrial Park District; and the introduction of an Ordinance pertaining to the same. (Set March 24, 2022 Regular Council Meeting)

Resolution No.

Ordinance No.

Finance Information:

Account Number: Click or tap here to enter text.

City Obligation Amount: \$

Total Obligation: \$

Special Circumstances:

Grant Funded: \$

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

Recommended by Planning Commission



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/10/2022

File ID: TMP-1169

Department: Planning

Subject:

Type of Action: Approval/Action

Resolution to set a public hearing on the zoning of 2.22 acres of land lying on the south side of Old Hwy 20 and east of Greenbrier Pkwy to Commercial Industrial Park District; and the introduction of an Ordinance pertaining to the same. (Set March 24, 2022 Regular Council Meeting)

Resolution No.

Ordinance No.

Finance Information:

Account Number: Click or tap here to enter text.

City Obligation Amount: \$

Total Obligation: \$

Special Circumstances:

Grant Funded: \$

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

Recommended by Planning Commission

RESOLUTION NO. 22-

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

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

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

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

- (1) The zoning of 2.22 acres of land lying on the south side of Old Hwy 20 and east of Greenbrier Pkwy to Commercial Industrial Park District.
- (2) The first publication of this resolution, this synopsis, and the ordinance hereinafter set out at length shall be in the Huntsville Times on the 27th day of February, 2022, and the second publication shall be one week thereafter on the 6th day of March, 2022, both of which publications shall be at least 15 days in advance of the date of the public hearing hereinafter referred to.

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

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

1. That the City Council of the City of Huntsville, Alabama, shall meet at 5:30 p.m. on the 24th day of March, 2022, in the Council Chambers of the City of Huntsville Administration Building at 308 Fountain Circle in the City of Huntsville, Alabama, for the purpose of holding a public hearing at which time and place all persons, parties in interest and cities who desire, shall have an opportunity to be heard in opposition to or in favor of said Ordinance No. 22-____, which is introduced by the City Council of the City of Huntsville on the 10th day of February, 2022, amending the Zoning Ordinance of the City of Huntsville, Alabama.

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

ORDINANCE NO. 22-

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

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

1. That the following area, on the south side of Old Hwy 20 and east of Greenbrier Pkwy, which area is a newly annexed area of the City of Huntsville, Limestone County, Alabama, and which has not been zoned previously, shall be shown and classified on the Official Zoning Maps of the City of Huntsville, Alabama, as Commercial Industrial Park District, in the Zoning Ordinances of the City of Huntsville, Alabama, said property being particularly described as follows:

All that part of Section 28, Township 04 South, Range 03 west of the Huntsville Meridian, in the City of Huntsville, Limestone County, Alabama more particularly described as beginning at a point located at the Northwest corner of Section 28; thence from the point of beginning South 85 Degrees 56 Minutes 35 Seconds East 1,303.25 feet to a point; said point is further described as the Point of True Beginning; thence South 0 Degrees 9 Minutes 18 Seconds West 319.78 feet to a point; thence South 88 Degrees 24 Minutes 12 Seconds East 303.36 feet to a point; thence North 0 Degrees 9 Minutes 30 Seconds East 318.67 feet to a point; thence North 88 Degrees 11 Minutes 24 Seconds West 303.41 feet the Point of True Beginning and containing 2.22 acres more or less.

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

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

ADOPTED this the _____ day of _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

Mayor of the City of Huntsville, Alabama

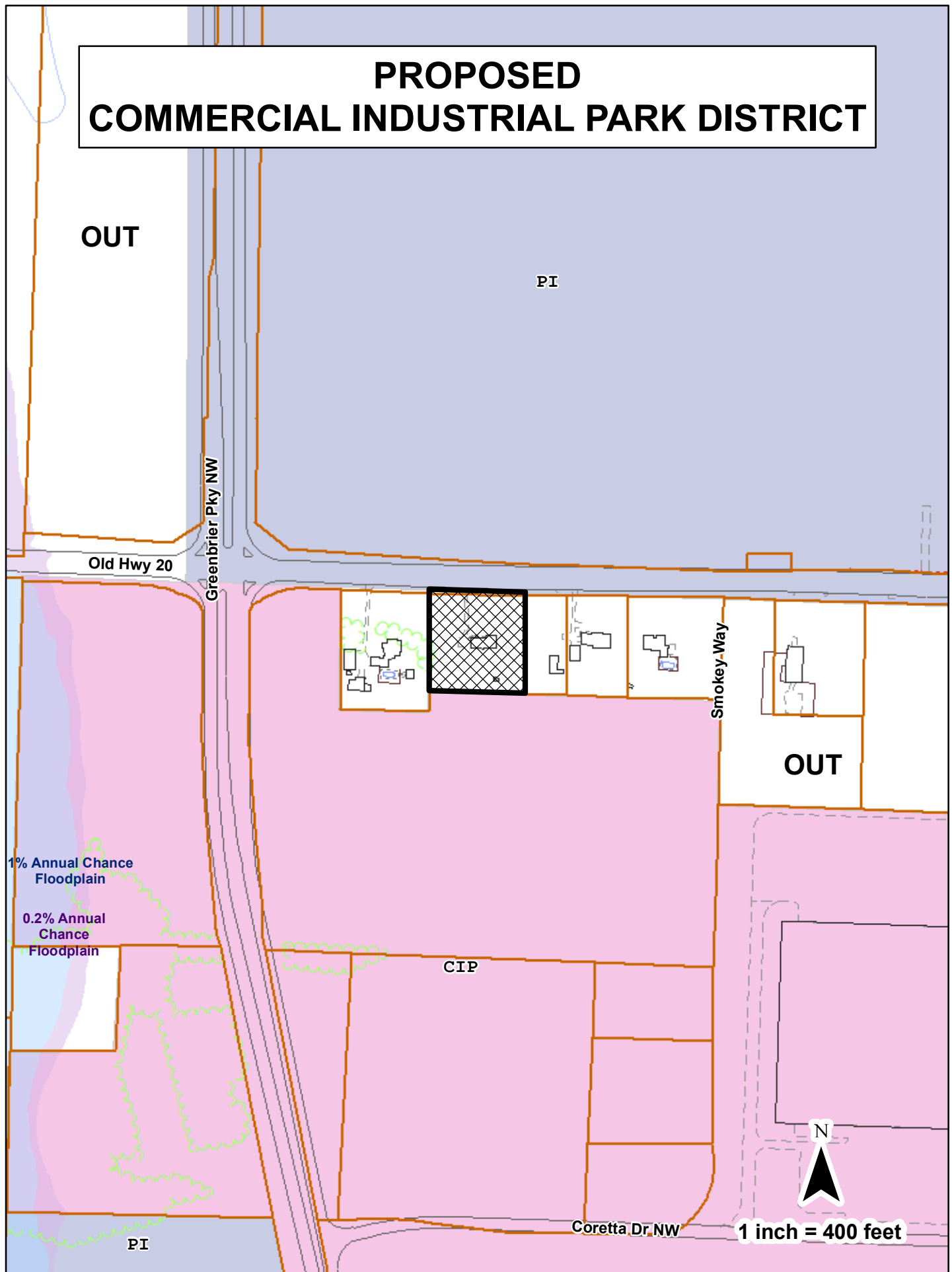
ADOPTED this the ____ day of _____, 2022.

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

APPROVED this the ____ day of _____, 2022.

Mayor of the City of Huntsville, Alabama

PROPOSED COMMERCIAL INDUSTRIAL PARK DISTRICT



RESOLUTION NO. 22-

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

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

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

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

- (1) The zoning of 2.22 acres of land lying on the south side of Old Hwy 20 and east of Greenbrier Pkwy to Commercial Industrial Park District.
- (2) The first publication of this resolution, this synopsis, and the ordinance hereinafter set out at length shall be in the Huntsville Times on the 27th day of February, 2022, and the second publication shall be one week thereafter on the 6th day of March, 2022, both of which publications shall be at least 15 days in advance of the date of the public hearing hereinafter referred to.

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

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

1. That the City Council of the City of Huntsville, Alabama, shall meet at 5:30 p.m. on the 24th day of March, 2022, in the Council Chambers of the City of Huntsville Administration Building at 308 Fountain Circle in the City of Huntsville, Alabama, for the purpose of holding a public hearing at which time and place all persons, parties in interest and cities who desire, shall have an opportunity to be heard in opposition to or in favor of said Ordinance No. 22-____, which is introduced by the City Council of the City of Huntsville on the 10th day of February, 2022, amending the Zoning Ordinance of the City of Huntsville, Alabama.
2. That the proposed amendment to the Zoning Ordinance of the City of Huntsville, Alabama, is substantially in words and figures as follows:

ADOPTED this the ____ day of _____, 2022.

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

APPROVED this the ____ day of _____, 2022.

Mayor of the City of Huntsville, Alabama

ORDINANCE NO. 22-

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

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

1. That the following area, on the south side of Old Hwy 20 and east of Greenbrier Pkwy, which area is a newly annexed area of the City of Huntsville, Limestone County, Alabama, and which has not been zoned previously, shall be shown and classified on the Official Zoning Maps of the City of Huntsville, Alabama, as Commercial Industrial Park District, in the Zoning Ordinances of the City of Huntsville, Alabama, said property being particularly described as follows:

All that part of Section 28, Township 04 South, Range 03 west of the Huntsville Meridian, in the City of Huntsville, Limestone County, Alabama more particularly described as beginning at a point located at the Northwest corner of Section 28; thence from the point of beginning South 85 Degrees 56 Minutes 35 Seconds East 1,303.25 feet to a point; said point is further described as the Point of True Beginning; thence South 0 Degrees 9 Minutes 18 Seconds West 319.78 feet to a point; thence South 88 Degrees 24 Minutes 12 Seconds East 303.36 feet to a point; thence North 0 Degrees 9 Minutes 30 Seconds East 318.67 feet to a point; thence North 88 Degrees 11 Minutes 24 Seconds West 303.41 feet the Point of True Beginning and containing 2.22 acres more or less.

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

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

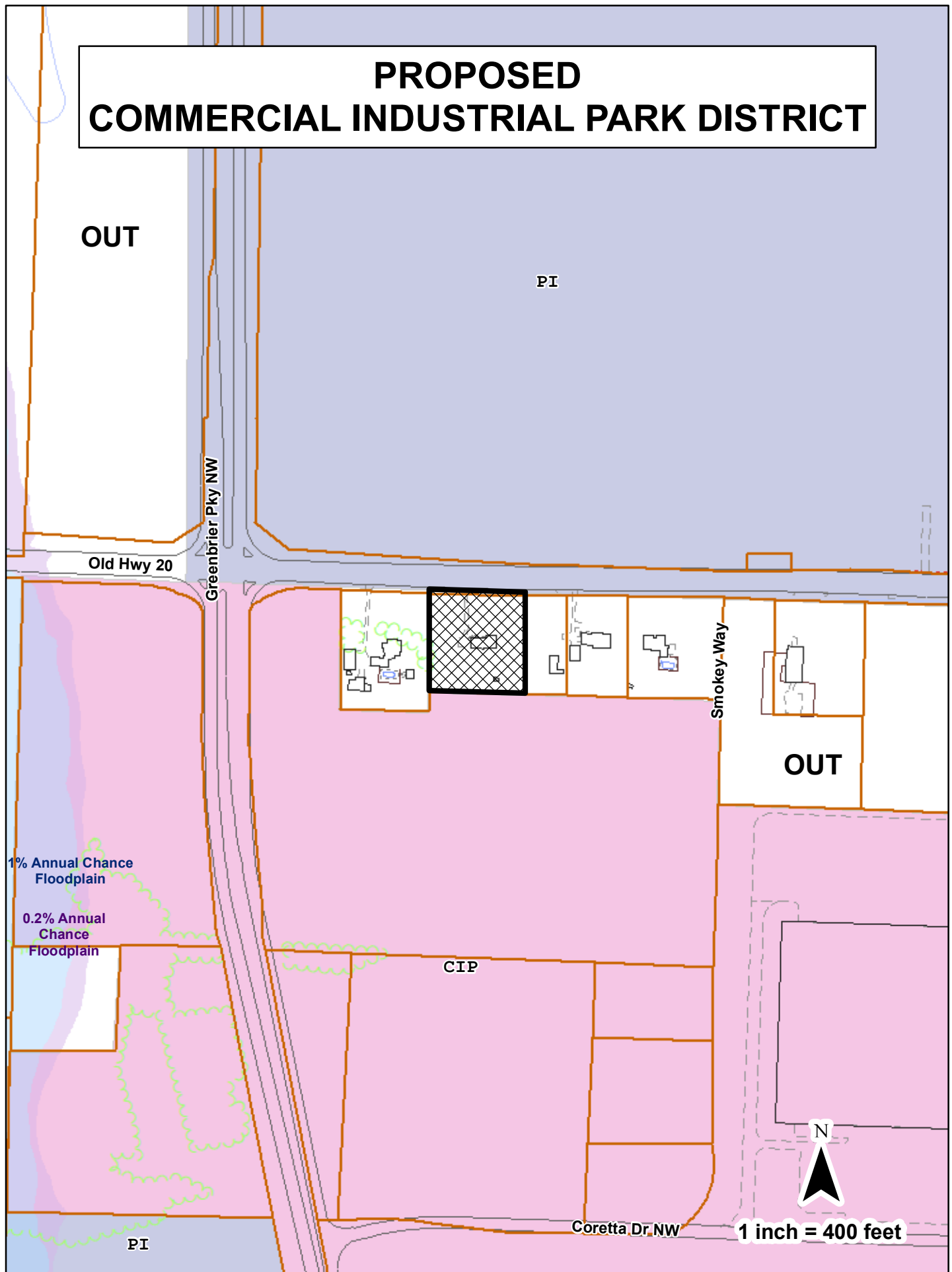
ADOPTED this the _____ day of _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

Mayor of the City of Huntsville, Alabama

PROPOSED COMMERCIAL INDUSTRIAL PARK DISTRICT





Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/10/2022

File ID: 2022-0097

Department: Planning

Subject:

Type of Action: Approval/Action

Resolution to set a public hearing on the vacation of a right-of-way along McMullen Lane; and, introduction of a Resolution consenting to and introduction of an Ordinance vacating the right-of-way pertaining to the same. (Set March 10, 2022, Regular council Meeting)

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Obligation Amount: \$

Total Obligation: \$

Special Circumstances:

Grant Funded: \$

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

RESOLUTION NO. 22-_____

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

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

**SEE EXHIBIT "A" - "PETITION TO VACATE OF RIGHT-OF-WAY,"
EXHIBIT "B" - "DECLARATION OF VACATION OF RIGHT-OF-WAY" and
EXHIBIT "C" - "PUBLIC HEARING NOTICE"**

2. That a public hearing shall be held for purpose of allowing public comments on the proposed vacation of said Right-of-way at Huntsville City Hall in the Council Chamber, located at 308 Fountain Circle, Huntsville, Alabama 35801, at 5:30 p.m. on Thursday, March 10, 2022; and

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

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

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

ADOPTED this the 10th day of February, 2022.

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

APPROVED this the 10th day of February, 2022.

Mayor of the City of
Huntsville, Alabama

STATE OF ALABAMA

COUNTY OF MADISON

PETITION FOR VACATION OF RIGHT-OF-WAY

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, **Jeffrey W. Enfinger**, as Manager of **Enfinger Development, LLC**, an Alabama limited liability company, and **McMullen Farms, L.L.C.**, an Alabama limited liability company (collectively, the "Owners"), being all of the Owners of all the lands abutting the portion of public right-of-way described in Exhibit "A" attached hereto and incorporated herein by reference (the "right-of-way"), pursuant to Section 23-4-20 of the Alabama Code of 1975, do hereby petition the City Council of the City of Huntsville, Alabama, to declare the right-of-way vacated and divested out of the public.

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

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

IN WITNESS WHEREOF, the parties hereunder have set their hands and seals as of the dates set forth below.

OWNERS:

Enfinger Development, LLC, an Alabama limited liability company

By: 
Jeffrey W. Enfinger, Manager

McMullen Farms, L.L.C., an Alabama limited liability company

By: 
Lyla McMullen, Member/Manager

STATE OF ALABAMA

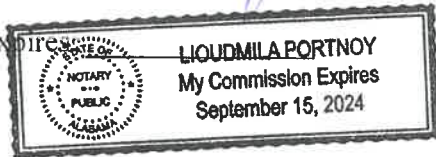
COUNTY OF MADISON

I, the undersigned Notary Public in and for said County and State, hereby certify that Jeffrey W. Enfinger, whose name as Manager of ENFINGER DEVELOPMENT, LLC, an Alabama limited liability company, is signed to the foregoing petition and who is known to me, acknowledged before me on this day that, being informed of the contents of the petition, he, as such manager and with full authority, executed the same voluntarily for and as the act of said company on the day the same bears date.

GIVEN under my hand and official seal this the 9 day of November, 2021.

Lioudmila Portnoy
Notary Public

My commission expires



STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned Notary Public in and for said County and State, hereby certify that Lyla McMullen whose name as Member/Manager of McMullen Farms, L.L.C., an Alabama limited liability company, is signed to the foregoing petition and who is known to me, acknowledged before me on this day that, being informed of the contents of the petition, she, as such Member/Manager and with full authority, executed the same voluntarily for and as the act of said company on the day the same bears date.

GIVEN under my hand and official seal this the 9 day of November, 2021.

Lioudmila Portnoy
Notary Public

My commission expires



Exhibit "A"
(Right-of-way to be Vacated)

BEING A PORTION OF MCMULLEN LANE A 60' RIGHT-OF-WAY LOCATED IN SECTIONS 5, 6, 7, AND 8, TOWNSHIP 4 SOUTH, RANGE 2 EAST MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 2 EAST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA THENCE, NORTH 44 DEGREES 09 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 7,499.08 TO THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING, SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 60.23 FEET TO A POINT; THENCE, NORTH 04 DEGREES 57 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 94.69 FEET TO A POINT; THENCE, NORTH 02 DEGREES 54 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 237.50 FEET TO A POINT; THENCE, NORTH 00 DEGREES 02 MINUTES 52 SECONDS EAST FOR A DISTANCE OF 113.97 FEET TO A POINT; THENCE, ALONG A CURVE TO THE RIGHT, HAVING A DELTA ANGLE OF 75 DEGREES 02 MINUTES 41 SECONDS, HAVING A RADIUS OF 104.34 FEET, HAVING A CHORD BEARING OF NORTH 42 DEGREES 35 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 127.10 FEET TO A POINT; THENCE, NORTH 88 DEGREES 30 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 40.92 FEET TO A POINT; THENCE, ALONG A CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 10 DEGREES 00 MINUTES 36 SECONDS, HAVING A RADIUS OF 370.00 FEET, HAVING A CHORD BEARING OF SOUTH 23 DEGREES 08 MINUTES 29 SECONDS EAST FOR A DISTANCE OF 64.56 FEET TO A POINT; THENCE, SOUTH 88 DEGREES 30 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 59.41 FEET TO A POINT; THENCE, ALONG A CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 67 DEGREES 51 MINUTES 49 SECONDS, HAVING A RADIUS OF 44.34 FEET, HAVING A CHORD BEARING OF SOUTH 41 DEGREES 41 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 49.50 FEET TO A POINT; THENCE, SOUTH 00 DEGREES 02 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 112.28 FEET TO A POINT; THENCE, SOUTH 02 DEGREES 54 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 240.07 FEET TO A POINT; THENCE SOUTH 04 DEGREES 57 MINUTES 44 SECONDS WEST A DISTANCE OF 90.56 FEET TO THE POINT OF BEGINNING;

CONTAINING 0.81 ACRES (35,297 SQUARE FEET) MORE OR LESS.

STATE OF ALABAMA

COUNTY OF MADISON

DECLARATION OF VACATION OF RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **ENFINGER DEVELOPMENT, LLC**, an Alabama limited liability company, and **MCMULLEN FARMS, L.L.C.**, an Alabama limited liability company (the "Owners"), desire for the City of Huntsville, in the State of Alabama, to vacate that certain right of way hereinafter described, pursuant to Ala. Code 1975, Section 23-4-20, and say as follows:

1. That Owners are the owners of all the land abutting the hereinafter described right of way; and
2. That the retention of said right of way will not benefit the City of Huntsville, Alabama, and the vacation of said right of way will not detrimentally affect the interest of the City of Huntsville or the public; and
3. That the said right of way hereinafter described is situated within the corporate limits of the City of Huntsville and was, upon information and belief, previously conveyed and/or dedicated to the City of Huntsville; and
4. That convenient and reasonable means of ingress and egress are available to the owner of the surrounding property; and
5. That said right of way is not needed for any purpose or to serve any other property owners of the City of Huntsville; and
6. That all persons, firms or corporations owning or claiming any interest in the property abutting said right of way have consented to such vacation, and the undersigned Owners, by this instrument, declare their intent to vacate the right-of-way hereafter described; and

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

SEE ATTACHED EXHIBIT "A"

IN WITNESS WHEREOF, the undersigned owners of all property abutting said right of way hereinabove described has caused this instrument to be executed on this 9 day of November, 2021.

ENFINGER DEVELOPMENT, LLC, an Alabama limited liability company

By: 
Jeffrey W. Enfinger, Manager


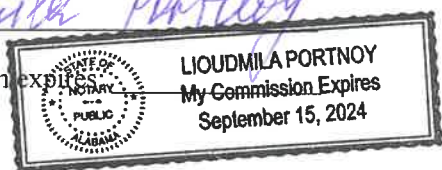
MCMULLEN FARMS, L.L.C., an Alabama limited liability company

By: 
Lyla McMullen, Member/Manager

STATE OF ALABAMA
COUNTY OF MADISON

I, the undersigned Notary Public in and for said County and State, hereby certify that Jeffrey W. Enfinger, whose name as Manager of ENFINGER DEVELOPMENT, LLC, an Alabama limited liability company, is signed to the foregoing declaration and who is known to me, acknowledged before me on this day that, being informed of the contents of the declaration, he, as such manager and with full authority, executed the same voluntarily for and as the act of said company on the day the same bears date.

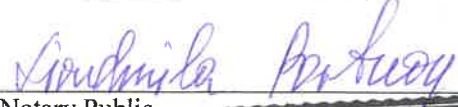
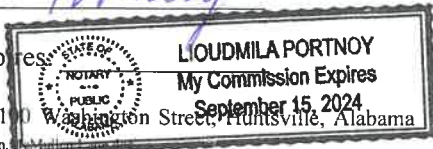
GIVEN under my hand and official seal this the 9 day of November, 2021.


Notary Public
My commission expires 

STATE OF ALABAMA
COUNTY OF MADISON

I, the undersigned Notary Public in and for said County and State, hereby certify that Lyla McMullen, whose name as Member/Manager of MCMULLEN FARMS, L.L.C., an Alabama limited liability company, is signed to the foregoing declaration and who is known to me, acknowledged before me on this day that, being informed of the contents of the declaration, she, as such Member/Manager and with full authority, executed the same voluntarily for and as the act of said company on the day the same bears date.

GIVEN under my hand and official seal this the 9 day of November, 2021.


Notary Public
My commission expires 

This instrument prepared by: Katherine Amos Beasley, Wilmer & Lee, P.A., 100 Washington Street, Huntsville, Alabama 35801
USER-DATA/Sam/REAL-ESTATE/Vacation/COH/Enfinger Development/McMullen Lane/Declaration of Vacation

EXHIBIT "A"

BEING A PORTION OF MCMULLEN LANE A 60' RIGHT-OF-WAY LOCATED IN SECTIONS 5, 6, 7, AND 8, TOWNSHIP 4 SOUTH, RANGE 2 EAST MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 2 EAST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA THENCE, NORTH 44 DEGREES 09 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 7,499.08 TO THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING, SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 60.23 FEET TO A POINT; THENCE, NORTH 04 DEGREES 57 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 94.69 FEET TO A POINT; THENCE, NORTH 02 DEGREES 54 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 237.50 FEET TO A POINT; THENCE, NORTH 00 DEGREES 02 MINUTES 52 SECONDS EAST FOR A DISTANCE OF 113.97 FEET TO A POINT; THENCE, ALONG A CURVE TO THE RIGHT, HAVING A DELTA ANGLE OF 75 DEGREES 02 MINUTES 41 SECONDS, HAVING A RADIUS OF 104.34 FEET, HAVING A CHORD BEARING OF NORTH 42 DEGREES 35 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 127.10 FEET TO A POINT; THENCE, NORTH 88 DEGREES 30 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 40.92 FEET TO A POINT; THENCE, ALONG A CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 10 DEGREES 00 MINUTES 36 SECONDS, HAVING A RADIUS OF 370.00 FEET, HAVING A CHORD BEARING OF SOUTH 23 DEGREES 08 MINUTES 29 SECONDS EAST FOR A DISTANCE OF 64.56 FEET TO A POINT; THENCE, SOUTH 88 DEGREES 30 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 59.41 FEET TO A POINT; THENCE, ALONG A CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 67 DEGREES 51 MINUTES 49 SECONDS, HAVING A RADIUS OF 44.34 FEET, HAVING A CHORD BEARING OF SOUTH 41 DEGREES 41 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 49.50 FEET TO A POINT; THENCE, SOUTH 00 DEGREES 02 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 112.28 FEET TO A POINT; THENCE, SOUTH 02 DEGREES 54 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 240.07 FEET TO A POINT; THENCE SOUTH 04 DEGREES 57 MINUTES 44 SECONDS WEST A DISTANCE OF 90.56 FEET TO THE POINT OF BEGINNING;

CONTAINING 0.81 ACRES (35,297 SQUARE FEET) MORE OR LESS.

(Public Hearing Notice to be Published)

In accordance with Section 23-4-1 et seq. of the Code of Alabama, 1975, as amended, you are hereby notified of a public hearing to be held at Huntsville City Hall in the Council Chamber, located at 308 Fountain Circle, Huntsville, Alabama 35801, at 5:30 p.m. on Thursday, March 10, 2022.

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

STATE OF ALABAMA
MADISON COUNTY

BEING A PORTION OF MCMULLEN LANE A 60' RIGHT-OF-WAY LOCATED IN SECTIONS 5, 6, 7 AND 8, TOWNSHIP 4 SOUTH, RANGE 2 EAST MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 2 EAST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA THENCE, NORTH 44 DEGREES 09 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 7,499.08 TO THE POINT OF BEGINNING.

THENCE, FROM THE POINT OF BEGINNING, SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 60.23 FEET TO A POINT; THENCE, NORTH 04 DEGREES 57 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 94.69 FEET TO A POINT; THENCE NORTH 02 DEGREES 54 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 237.50 FEET TO A POINT; THENCE, NORTH 00 DEGREES 02 MINUTES 52 SECONDS EAST FOR A DISTANCE OF 113.97 FEET TO A POINT; THENCE, ALONG A CURVE TO THE RIGHT, HAVING A DELTA ANGLE OF 75 DEGREES 02 MINUTES 41 SECONDS, HAVING A RADIUS OF 104.34 FEET, HAVING A CHORD BEARING OF NORTH 42 DEGREES 35 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 127.10 FEET TO A POINT; THENCE, NORTH 88 DEGREES 30 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 40.92 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 10 DEGREES 00 MINUTES 36 SECONDS, HAVING A RADIUS OF 370.00 FEET, HAVING A CHORD BEARING OF SOUTH 23 DEGREES 08 MINUTES 29 SECONDS EAST FOR A DISTANCE OF 64.56 FEET TO A POINT; THENCE, SOUTH 88 DEGREES 30 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 59.41 FEET TO A POINT; THENCE, ALONG A CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 67 DEGREES 51 MINUTES 49 SECONDS, HAVING A RADIUS OF 44.34 FEET, HAVING A CHORD BEARING OF SOUTH 41 DEGREES 41 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 49.50 FEET TO A POINT; THENCE, SOUTH 00 DEGREES 02 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 112.28 FEET TO A POINT; THENCE, SOUTH 02 DEGREES 54 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 240.07 FEET TO A POINT; THENCE SOUTH 04 DEGREES 57 MINUTES 44 SECONDS WEST A DISTANCE OF 90.56 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.81 ACRES (35,297 SQUARE FEET) MORE OR LESS.

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

RESOLUTION NO. 22-_____

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

1. That Enfinger Development, LLC, and McMullen Farms, LLC, are the sole landowners abutting the property hereinafter described, made application for the vacation of a portion of that certain Right-of-Way more particularly described as follows (the “Right-of-Way” or the “Property”):

See Exhibit “A” attached hereto and incorporated herein.

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

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

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

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

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

NOW THEREFORE, be it resolved by the City Council of the City of Huntsville that they do hereby assent to the said vacation of the herein described portion of Right-of-Way and that the above described Property be and the same is hereby vacated and annulled and all public

rights therein divested of the Property, with the City of Huntsville retaining a public utility and drainage Easements over, across and under subject property.

ADOPTED this the 10th day of March, 2022.

President of the City Council
City of Huntsville, Alabama

APPROVED this the 10th day of March, 2022.

TOMMY BATTLE
Mayor of the City of Huntsville, Alabama

EXHIBIT A

STATE OF ALABAMA
MADISON COUNTY

BEING A PORTION OF MCMULLEN LANE A 60' RIGHT-OF-WAY LOCATED IN SECTIONS 5, 6, 7 AND 8, TOWNSHIP 4 SOUTH, RANGE 2 EAST MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 2 EAST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA THENCE, NORTH 44 DEGREES 09 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 7,499.08 TO THE POINT OF BEGINNING.

THENCE, FROM THE POINT OF BEGINNING, SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 60.23 FEET TO A POINT; THENCE, NORTH 04 DEGREES 57 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 94.69 FEET TO A POINT; THENCE NORTH 02 DEGREES 54 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 237.50 FEET TO A POINT; THENCE, NORTH 00 DEGREES 02 MINUTES 52 SECONDS EAST FOR A DISTANCE OF 113.97 FEET TO A POINT; THENCE, ALONG A CURVE TO THE RIGHT, HAVING A DELTA ANGLE OF 75 DEGREES 02 MINUTES 41 SECONDS, HAVING A RADIUS OF 104.34 FEET, HAVING A CHORD BEARING OF NORTH 42 DEGREES 35 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 127.10 FEET TO A POINT; THENCE, NORTH 88 DEGREES 30 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 40.92 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 10 DEGREES 00 MINUTES 36 SECONDS, HAVING A RADIUS OF 370.00 FEET, HAVING A CHORD BEARING OF SOUTH 23 DEGREES 08 MINUTES 29 SECONDS EAST FOR A DISTANCE OF 64.56 FEET TO A POINT; THENCE, SOUTH 88 DEGREES 30 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 59.41 FEET TO A POINT; THENCE, ALONG A CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 67 DEGREES 51 MINUTES 49 SECONDS, HAVING A RADIUS OF 44.34 FEET, HAVING A CHORD BEARING OF SOUTH 41 DEGREES 41 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 49.50 FEET TO A POINT; THENCE, SOUTH 00 DEGREES 02 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 112.28 FEET TO A POINT; THENCE, SOUTH 02 DEGREES 54 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 240.07 FEET TO A POINT; THENCE SOUTH 04 DEGREES 57 MINUTES 44 SECONDS WEST A DISTANCE OF 90.56 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.81 ACRES (35,297 SQUARE FEET) MORE OR LESS.

ORDINANCE NO. 22-_____

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

Section 1. The City Council of the City of Huntsville, Alabama, finds that an application has been presented to the City of Huntsville requesting the vacation of a right-of-way; that the applicant has represented to the City of Huntsville that **McMullen Farms, LLC**, is the owner of the property across which said right-of-way lies; that said right-of-way, or the portion being vacated, is not presently used and is no longer needed for a public or municipal purpose.

Section 2. Pursuant to the findings in Section 1 hereinabove, the Mayor of the City of Huntsville, Alabama, is hereby authorized, requested and directed to execute a quitclaim deed vacating the right-of-way hereinafter described, said deed being substantially in words and figures as follows, to-wit:

STATE OF ALABAMA

COUNTY OF MADISON

NO TITLE EXAMINATION HAS BEEN
PERFORMED IN CONNECTION WITH
THIS TRANSACTION

KNOW ALL MEN BY THESE PRESENTS, that THE CITY OF HUNTSVILLE, a municipal corporation, hereinafter referred to as the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by MCMULLEN FARMS, L.L.C., an Alabama limited liability company, hereinafter referred to as the Grantee, the receipt whereof is hereby acknowledged, and other good and valuable consideration, does hereby remise, release, quitclaim and convey unto the said Grantee all of its right, title, interest, and claim in and to the following described real estate situated in the County of Madison, State of Alabama, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO.

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

IN WITNESS WHEREOF, the City of Huntsville, Alabama, has caused this instrument to be duly executed by its Mayor and Clerk-Treasurer, pursuant to Ordinance No. _____, as of this the 10th day of March, 2022.

THE CITY OF HUNTSVILLE, ALABAMA,
a municipal corporation

By: _____
Tommy Battle, Mayor

ATTEST:

By: _____
Kenneth Benion, Clerk-Treasurer

STATE OF ALABAMA

COUNTY OF MADISON

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

Given under my hand and official seal this 10th day of March, 2022,

NOTARY PUBLIC

My Commission Expires: _____

THIS INSTRUMENT PREPARED BY:

Katherine Amos Beasley
Wilmer & Lee, PA
100 Washington Street
Huntsville, Alabama 35801
256-533-0202

/VOLUMES/USER-DATA/SAM/REAL-ESTATE/VACATION/COH/ENFINGER DEVELOPMENT/MCMULLEN LANE/QUIT CLAIM
DEED.MCMULLENS.DOC

EXHIBIT "A"

BEING A PORTION OF A 60' RIGHT-OF-WAY LOCATED IN SECTIONS 5 AND 6, TOWNSHIP 4 SOUTH, RANGE 2 EAST MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 2 EAST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA THENCE, NORTH 44 DEGREES 09 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 7,499.08 TO A POINT; THENCE, NORTH 04 DEGREES 57 MINUTES 44 SECONDS EAST A DISTANCE OF 90.56 FEET TO THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING, NORTH 89 DEGREES 13 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 30.02 FEET TO A POINT; THENCE, NORTH 02 DEGREES 54 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 233.72 FEET TO A POINT; THENCE, NORTH 00 DEGREES 02 MINUTES 52 SECONDS EAST FOR A DISTANCE OF 113.29 FEET TO A POINT; THENCE, ALONG A CURVE TO THE RIGHT, HAVING A DELTA ANGLE OF 31 DEGREES 53 MINUTES 35 SECONDS, HAVING A RADIUS OF 74.34 FEET, HAVING A CHORD BEARING OF NORTH 21 DEGREES 57 MINUTES 13 SECONDS EAST FOR A DISTANCE OF 40.85 FEET TO A POINT; THENCE, NORTH 52 DEGREES 05 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 30.00 FEET TO A POINT; THENCE, ALONG A CURVE TO THE RIGHT, HAVING A DELTA ANGLE OF 42 DEGREES 13 MINUTES 19 SECONDS, HAVING A RADIUS OF 104.34 FEET, HAVING A CHORD BEARING OF NORTH 59 DEGREES 00 MINUTES 40 SECONDS EAST FOR A DISTANCE OF 75.16 FEET TO A POINT; THENCE, NORTH 88 DEGREES 30 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 40.92 FEET TO A POINT; THENCE, ALONG A CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 10 DEGREES 00 MINUTES 36 SECONDS, HAVING A RADIUS OF 370.00 FEET, HAVING A CHORD BEARING OF SOUTH 23 DEGREES 08 MINUTES 29 SECONDS EAST FOR A DISTANCE OF 64.56 FEET TO A POINT; THENCE, SOUTH 88 DEGREES 30 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 59.41 FEET TO A POINT; THENCE, ALONG A CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 67 DEGREES 51 MINUTES 49 SECONDS, HAVING A RADIUS OF 44.34 FEET, HAVING A CHORD BEARING OF SOUTH 41 DEGREES 41 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 49.50 FEET TO A POINT; THENCE, SOUTH 00 DEGREES 02 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 112.28 FEET TO A POINT; THENCE, SOUTH 02 DEGREES 54 MINUTES 16 SECONDS WEST A DISTANCE OF 233.35 FEET TO THE POINT OF BEGINNING;

CONTAINING 0.40 ACRES (17,492 SQUARE FEET) MORE OR LESS.

Ordinance No. 22-_____ (Cont.)

ADOPTED this the 10th day of March, 2022.

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

APPROVED this the 10th day of March, 2020.

Mayor of the City of
Huntsville, Alabama

ORDINANCE NO. 22-_____

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

Section 1. The City Council of the City of Huntsville, Alabama, finds that an application has been presented to the City of Huntsville requesting the vacation of a right-of-way; that the applicant has represented to the City of Huntsville that **McMullen Farms, LLC**, is the owner of the property across which said right-of-way lies; that said right-of-way, or the portion being vacated, is not presently used and is no longer needed for a public or municipal purpose.

Section 2. Pursuant to the findings in Section 1 hereinabove, the Mayor of the City of Huntsville, Alabama, is hereby authorized, requested and directed to execute a quitclaim deed vacating the right-of-way hereinafter described, said deed being substantially in words and figures as follows, to-wit:

Ordinance No. 22-_____ (Cont.)

ADOPTED this the 10th day of March, 2022.

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

APPROVED this the 10th day of March, 2020.

Mayor of the City of
Huntsville, Alabama

RESOLUTION NO. 22-_____

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

1. That Enfinger Development, LLC, and McMullen Farms, LLC, are the sole landowners abutting the property hereinafter described, made application for the vacation of a portion of that certain Right-of-Way more particularly described as follows (the “Right-of-Way” or the “Property”):

See Exhibit “A” attached hereto and incorporated herein.

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

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

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

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

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

NOW THEREFORE, be it resolved by the City Council of the City of Huntsville that they do hereby assent to the said vacation of the herein described portion of Right-of-Way and that the above described Property be and the same is hereby vacated and annulled and all public

rights therein divested of the Property, with the City of Huntsville retaining a public utility and drainage Easements over, across and under subject property.

ADOPTED this the 10th day of March, 2022.

President of the City Council
City of Huntsville, Alabama

APPROVED this the 10th day of March, 2022.

TOMMY BATTLE
Mayor of the City of Huntsville, Alabama

EXHIBIT A

STATE OF ALABAMA
MADISON COUNTY

BEING A PORTION OF MCMULLEN LANE A 60' RIGHT-OF-WAY LOCATED IN SECTIONS 5, 6, 7 AND 8, TOWNSHIP 4 SOUTH, RANGE 2 EAST MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 2 EAST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA THENCE, NORTH 44 DEGREES 09 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 7,499.08 TO THE POINT OF BEGINNING.

THENCE, FROM THE POINT OF BEGINNING, SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 60.23 FEET TO A POINT; THENCE, NORTH 04 DEGREES 57 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 94.69 FEET TO A POINT; THENCE NORTH 02 DEGREES 54 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 237.50 FEET TO A POINT; THENCE, NORTH 00 DEGREES 02 MINUTES 52 SECONDS EAST FOR A DISTANCE OF 113.97 FEET TO A POINT; THENCE, ALONG A CURVE TO THE RIGHT, HAVING A DELTA ANGLE OF 75 DEGREES 02 MINUTES 41 SECONDS, HAVING A RADIUS OF 104.34 FEET, HAVING A CHORD BEARING OF NORTH 42 DEGREES 35 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 127.10 FEET TO A POINT; THENCE, NORTH 88 DEGREES 30 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 40.92 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 10 DEGREES 00 MINUTES 36 SECONDS, HAVING A RADIUS OF 370.00 FEET, HAVING A CHORD BEARING OF SOUTH 23 DEGREES 08 MINUTES 29 SECONDS EAST FOR A DISTANCE OF 64.56 FEET TO A POINT; THENCE, SOUTH 88 DEGREES 30 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 59.41 FEET TO A POINT; THENCE, ALONG A CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 67 DEGREES 51 MINUTES 49 SECONDS, HAVING A RADIUS OF 44.34 FEET, HAVING A CHORD BEARING OF SOUTH 41 DEGREES 41 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 49.50 FEET TO A POINT; THENCE, SOUTH 00 DEGREES 02 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 112.28 FEET TO A POINT; THENCE, SOUTH 02 DEGREES 54 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 240.07 FEET TO A POINT; THENCE SOUTH 04 DEGREES 57 MINUTES 44 SECONDS WEST A DISTANCE OF 90.56 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.81 ACRES (35,297 SQUARE FEET) MORE OR LESS.

RESOLUTION NO. 22-_____

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

1. That Enfinger Development, LLC, McMullen Farms, LLC, are the sole landowners abutting the property hereinafter described, submitted an application for the vacation of Right-of-way being and lying in Madison County, and being more particularly described as follows (the “Right-of-way” or the “Property”):

**SEE EXHIBIT “A” - “PETITION TO VACATE OF RIGHT-OF-WAY,”
EXHIBIT “B” – “DECLARATION OF VACATION OF RIGHT-OF-WAY” and
EXHIBIT “C” – “PUBLIC HEARING NOTICE”**

2. That a public hearing shall be held for purpose of allowing public comments on the proposed vacation of said Right-of-way at Huntsville City Hall in the Council Chamber, located at 308 Fountain Circle, Huntsville, Alabama 35801, at 5:30 p.m. on Thursday, March 10, 2022; and

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

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

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

ADOPTED this the 10th day of February, 2022.

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

APPROVED this the 10th day of February, 2022.

Mayor of the City of
Huntsville, Alabama

(Public Hearing Notice to be Published)

In accordance with Section 23-4-1 et seq. of the Code of Alabama, 1975, as amended, you are hereby notified of a public hearing to be held at Huntsville City Hall in the Council Chamber, located at 308 Fountain Circle, Huntsville, Alabama 35801, at 5:30 p.m. on Thursday, March 10, 2022.

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

STATE OF ALABAMA
MADISON COUNTY

BEING A PORTION OF MCMULLEN LANE A 60' RIGHT-OF-WAY LOCATED IN SECTIONS 5, 6, 7 AND 8, TOWNSHIP 4 SOUTH, RANGE 2 EAST MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 2 EAST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA THENCE, NORTH 44 DEGREES 09 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 7,499.08 TO THE POINT OF BEGINNING.

THENCE, FROM THE POINT OF BEGINNING, SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 60.23 FEET TO A POINT; THENCE, NORTH 04 DEGREES 57 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 94.69 FEET TO A POINT; THENCE NORTH 02 DEGREES 54 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 237.50 FEET TO A POINT; THENCE, NORTH 00 DEGREES 02 MINUTES 52 SECONDS EAST FOR A DISTANCE OF 113.97 FEET TO A POINT; THENCE, ALONG A CURVE TO THE RIGHT, HAVING A DELTA ANGLE OF 75 DEGREES 02 MINUTES 41 SECONDS, HAVING A RADIUS OF 104.34 FEET, HAVING A CHORD BEARING OF NORTH 42 DEGREES 35 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 127.10 FEET TO A POINT; THENCE, NORTH 88 DEGREES 30 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 40.92 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 10 DEGREES 00 MINUTES 36 SECONDS, HAVING A RADIUS OF 370.00 FEET, HAVING A CHORD BEARING OF SOUTH 23 DEGREES 08 MINUTES 29 SECONDS EAST FOR A DISTANCE OF 64.56 FEET TO A POINT; THENCE, SOUTH 88 DEGREES 30 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 59.41 FEET TO A POINT; THENCE, ALONG A CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 67 DEGREES 51 MINUTES 49 SECONDS, HAVING A RADIUS OF 44.34 FEET, HAVING A CHORD BEARING OF SOUTH 41 DEGREES 41 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 49.50 FEET TO A POINT; THENCE, SOUTH 00 DEGREES 02 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 112.28 FEET TO A POINT; THENCE, SOUTH 02 DEGREES 54 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 240.07 FEET TO A POINT; THENCE SOUTH 04 DEGREES 57 MINUTES 44 SECONDS WEST A DISTANCE OF 90.56 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.81 ACRES (35,297 SQUARE FEET) MORE OR LESS.

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



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/10/2022

File ID: 2022-0098

Department: Finance Committee

Subject:

Type of Action: Approval/Action

Resolution authorizing expenditures for payment.

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Obligation Amount: \$

Total Obligation: \$

Special Circumstances:

Grant Funded: \$

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

Total Expenditures: \$23,214,858.43

RESOLUTION NO. 22 - _____

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

\$23,214,858.43

WHEREAS, by presentation of this report, the Finance Director certifies each of the expenditures was in order for payment; that the payment documentation included a copy of the purchase requisition and/or a Request for Payment, signed by the appropriate Department Head or designee with a statement indicating the purpose or use of the requested materials or services; and, for the payment of a city employee's compensation and costs related thereto, the payment was made in accordance with the Code of Ordinances of the City of Huntsville, Alabama ("Code") Section 2-221 (i.e., Personnel and Policy Manual) or as otherwise required by law; and

WHEREAS, the Chairman of the Finance Committee of the City Council of the City of Huntsville has reviewed the report as presented and has recommended the ratification thereof.

NOW THEREFORE, BE IT RESOLVED that the City Council does hereby ratify the report described herein, and hereby authorizes the expenditures included therein for payment.

ADOPTED this the 10th day of February, 2022.

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

APPROVED this the 10th day of February, 2022.

Mayor of the City of
Huntsville, Alabama

Finance Committee Chairman

RESOLUTION NO. 22 - _____

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

\$23,214,858.43

WHEREAS, by presentation of this report, the Finance Director certifies each of the expenditures was in order for payment; that the payment documentation included a copy of the purchase requisition and/or a Request for Payment, signed by the appropriate Department Head or designee with a statement indicating the purpose or use of the requested materials or services; and, for the payment of a city employee's compensation and costs related thereto, the payment was made in accordance with the Code of Ordinances of the City of Huntsville, Alabama ("Code") Section 2-221 (i.e., Personnel and Policy Manual) or as otherwise required by law; and

WHEREAS, the Chairman of the Finance Committee of the City Council of the City of Huntsville has reviewed the report as presented and has recommended the ratification thereof.

NOW THEREFORE, BE IT RESOLVED that the City Council does hereby ratify the report described herein, and hereby authorizes the expenditures included therein for payment.

ADOPTED this the 10th day of February, 2022.

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

APPROVED this the 10th day of February, 2022.

Mayor of the City of
Huntsville, Alabama

Finance Committee Chairman

FROM 1/15/22 through 1/28/22

CITY COUNCIL MEETING

02/10/22

FUND ACCOUNT	FUND NAME	AMOUNT
1000	GENERAL FUND	\$ 7,242,699.92
1005	HEALTH & LIFE BENEFITS	\$ (356,429.68)
1010	GENERAL RESTRICTED DONATIONS	\$ -
2000	PUBLIC TRANSIT	\$ 212,355.95
2100	COMMUNITY DEV BLOCK GRANT	\$ 68,444.14
2101	COMMUNITY DEV HOUSING	\$ 101,501.37
2200	COMMUNITY DEV HOUSING	\$ -
2300	OTHER GRANTS	\$ -
3000	6.5 MILL DEBT PROPERTY TAX	\$ -
3010	6.5 MILL SCHOOL PROPERTY TAX	\$ -
3020	1990 CAPITAL IMPROVEMENTS	\$ 1,745,127.50
3030	1990 SCHOOL SUPPORT	\$ -
3040	LODGING & LIQUOR TAXES	\$ -
3050	1% LODGING TAX 2003	\$ -
3060	1% LODGING TAX 2013	\$ -
3080	2014 CAPITAL IMPROVEMENTS	\$ 328,973.70
3205	TIF 5	\$ 820,479.92
3206	TIF 6	\$ -
3207	TIF 7	\$ -
3300	4 & 5 CENT STATE GASOLINE TAX	\$ -
3310	7 CENT STATE GASOLINE TAX	\$ 303,552.10
3430	STAC SEIZURE-CIR COURT	\$ 1,679.63

3435 STAC SEIZURE-FED COURT	\$	-
3560 CEMETERY PERPETUAL CARE	\$	-
3700 CUMMINGS RESEARCH PARK	\$	191.31
3900 EMERGENCY MANAGEMENT AGENCY	\$	53,282.19
3910 ALABAMA CONSTITUTION VILLAGE	\$	29,257.40
3930 BURRITT MEMORIAL COMMITTEE	\$	44,578.88
3950 PBA - DEBT SERVICE	\$	395,684.35
4009 2020 REFUND WARRANTS	\$	-
4010 2020E TIF WARRANTS	\$	-
4011 PBA AMPHITHEATER	\$	9,187,346.18
4012 PROJECT BORROW - FUTURE	\$	286,208.40
4014 PROJECT BORROW - FUTURE	\$	-
5000 DEBT SERVICE	\$	826,659.12
6000 WATER POLLUTION CONTROL	\$	928,094.36
6010 WPC CMOM RESERVE	\$	82,738.00
6020 WPC R&R RESERVE	\$	33,445.82
6030 WPC ECONOMIC DEVELOPMENT	\$	217,160.91
6040 WPC 2005 ECONOMIC DEVELOPMENT	\$	73,822.00
6200 SANITATION	\$	622,695.56
6500 PBA - AMPHITHEATER	\$	-
7000 POST-RETIREMENT BENEFITS TRUST	\$	(42,247.57)
7100 EMPLOYEE FLEXIBLE BENEFIT PLAN	\$	(23,727.03)
TOTAL	\$	23,214,858.43

Vendor Expense Report

01/15/2022 through 01/28/2022

Fund	Account/Vendor	Long Account	Inv#	Line Item Desc	Check #	Effective Date	Amount
1000	AFLAC	1000-00-00000-210290-00000000-	407126	PPE 12/12/21 CANCER & OFF-THE-JOB ACCIDENT PREMIUM	71416	01/24/2022	1,847.79
		1000-00-00000-210300-00000000-	407126	PPE 12/12/21 CANCER & OFF-THE-JOB ACCIDENT PREMIUM	71416	01/24/2022	1,247.81
		1000-00-00000-210290-00000000-	550904	PPE 12/26/21 CANCER & OFF-THE-JOB ACCIDENT PREMIUM	71416	01/24/2022	1,847.79
		1000-00-00000-210300-00000000-	550904	PPE 12/26/21 CANCER & OFF-THE-JOB ACCIDENT PREMIUM	71416	01/24/2022	1,240.56
		1000-00-00000-210290-00000000-	791700	PPE 1/9/22 CANCER & OFF-THE-JOB ACCIDENT PREMIUM	71416	01/24/2022	1,821.99
		1000-00-00000-210300-00000000-	791700	PPE 1/9/22 CANCER & OFF-THE-JOB ACCIDENT PREMIUM	71416	01/24/2022	1,275.30
		Total Paid by Vendor					9,281.24
	ALABAMA CHILD SUPPORT PAYMENT CENTER	1000-00-00000-210180-00000000-	251794	Payroll Run 1 - Warrant 220123	71524	01/28/2022	22,706.50
		Total Paid by Vendor					22,706.50
	ALABAMA DEPARTMENT OF REVENUE	1000-00-00000-210180-00000000-	251796	Payroll Run 1 - Warrant 220123	71525	01/28/2022	461.73
		Total Paid by Vendor					461.73
	ALABAMA FLAG & BANNER	1000-14-14300-513010-00000000-	335761	2022 BLANKET PO FLAGS-SUPPLIES-REPAIRS	71547	01/26/2022	624.00
		Total Paid by Vendor					624.00
	ALABAMA INDUSTRIAL SUPPLY, LLC	1000-55-55300-515340-00000000-	HV-T00001968	REPLACE HYDRAULIC HOSE	71326	01/19/2022	421.22
		Total Paid by Vendor					421.22
	ALABAMA LAW ENFORCEMENT AGENCY	1000-17-17100-515250-00000000-	ALEA22000331	NCIC ACCESS PD BILL DATE: 01/05/22	71420	01/19/2022	12,210.00
		1000-43-00000-515370-00000000-	ALEA22000330	SNAP NON-ENTRY	71549	01/25/2022	900.00
		1000-00-00000-210180-00000000-	251789	Payroll Run 1 - Warrant 220123	71526	01/28/2022	382.09
		Total Paid by Vendor					13,492.09
	ALABAMA MEDIA GROUP	1000-19-00000-515010-00000000-	0002815716	ACCT #2012251 PUBLICATION OF ITEMS 12/1/21-12/31/21	71418	01/24/2022	36,544.93
		1000-19-00000-515010-00000000-	0002804907	ACCT #2012251 PUB OF ITEMS FOR 11/1/21 - 11/30/21	71418	01/24/2022	32,418.80
		Total Paid by Vendor					68,963.73
	ALAMEX TRANSLATION SERVICES	1000-43-00000-515370-00000000-	21445	TRANSLATION SERVICE CASE T7200379	71419	01/24/2022	75.00
		1000-43-00000-515370-00000000-	21444	TRANSLATION SERVICES FOR CASE# 21-11158087	71419	01/24/2022	75.00
		1000-43-00000-515370-00000000-	21433	TRANSLATION SERVICES FOR CASE# 11158683	71419	01/24/2022	60.00
		1000-43-00000-515370-00000000-	21434	TRANSLATION SERVICE FOR CASE 11158675	71419	01/24/2022	60.00
		Total Paid by Vendor					270.00
	ALBERTVILLE MULCH COMPANY LLC	1000-52-52500-513010-00000000-	7242	PINE BARK FOR RESEARCH PARK - WEST MAINT	71548	01/25/2022	1,400.00
		Total Paid by Vendor					1,400.00
	ALBERTVILLE WOOD PRODUCTS INC	1000-52-52500-513010-00000000-	2022-1022	MULCH FOR RESEARCH PARK/FIRE STATION	71327	01/18/2022	1,360.00
		Total Paid by Vendor					1,360.00
	ALLGAS INC	1000-55-55400-514010-00000000-	2795168	FY22 PROPANE BLANKET	71550	01/25/2022	55.63
		1000-75-75200-515340-00000000-	2776057	PROPANE FOR SIGN TRUCK ***BLANKET PO***	71550	01/26/2022	211.52
		Total Paid by Vendor					267.15
	ALLSTATE BENEFITS	1000-00-00000-210290-00000000-	M0116446349 12/12/21	PPE 12/12/21 ALLSTATE CANCER/OFF-THE-JOB ACCIDENT	71551	01/27/2022	10,042.40
		1000-00-00000-210300-00000000-	M0116446349 12/12/21	PPE 12/12/21 ALLSTATE CANCER/OFF-THE-JOB ACCIDENT	71551	01/27/2022	7,951.04
		1000-00-00000-210290-00000000-	M0116446349 12/26/21	PPE 12/26/21 ALLSTATE CANCER/OFF-THE-JOB ACCIDENT	71551	01/27/2022	10,031.96
		1000-00-00000-210300-00000000-	M0116446349 12/26/21	PPE 12/26/21 ALLSTATE CANCER/OFF-THE-JOB ACCIDENT	71551	01/27/2022	7,960.44
		1000-00-00000-210290-00000000-	M0116446012 1/9/22	PPE 1/9/22 ALLSTATE CANCER/OFF-THE-JOB ACCIDENT	71551	01/27/2022	10,231.22
		1000-00-00000-210300-00000000-	M0116446012 1/9/22	PPE 1/9/22 ALLSTATE CANCER/OFF-THE-JOB ACCIDENT	71551	01/27/2022	8,100.32
		Total Paid by Vendor					54,317.38
	ALTEC INC	1000-75-75300-515340-00000000-	11822732	HYDRAULIC POLE TAMP	71552	01/25/2022	1,840.25
		Total Paid by Vendor					1,840.25
	AMERICAN OVERHEAD DOOR INC	1000-14-14300-513010-00000000-	34372	2022 BLANKET OVERHEAD DOOR REPAIRS	PCard	01/25/2022	130.00
		1000-14-14300-513010-00000000-	34329	2022 BLANKET OVERHEAD DOOR REPAIRS	71553	01/25/2022	110.00
		1000-14-14300-513010-00000000-	34330	2022 BLANKET OVERHEAD DOOR REPAIRS	71553	01/25/2022	110.00
		1000-14-14300-513010-00000000-	34372	2022 BLANKET OVERHEAD DOOR REPAIRS	71553	01/26/2022	130.00
		1000-14-14300-513010-00000000-	34308	2022 BLANKET OVERHEAD DOOR REPAIRS	71553	01/26/2022	110.00
		Total Paid by Vendor					590.00
	ANDERS POOL CO INC	1000-14-14300-513010-00000000-	50579	2022 BLANKET - POOL REPAIRS	71421	01/20/2022	395.00
		1000-14-14300-513010-00000000-	53304	2022 BLANKET - POOL REPAIRS	71554	01/25/2022	505.00
		Total Paid by Vendor					900.00
	ANIXTER INC	1000-75-75300-515340-00000000-	5065696-00	PARALLEL CLAMPS	71555	01/25/2022	978.00
		Total Paid by Vendor					978.00
	ARPA DISTRICT II	1000-30-30100-515340-00000000-	39	2022 ARPA DISTRICT II DUES-PARKS AND RECREATION A	71423	01/20/2022	200.00
		Total Paid by Vendor					200.00

AT&T	1000-17-17100-515070-00000000-	4010541-011922	FY22 BLANKET PO ATT MAIN CENTREX FOR COH	71424	01/24/2022	4,487.49
	Total Paid by Vendor					4,487.49
A-Z OFFICE RESOURCE INC	1000-41-41100-515340-00000000-	5372676-0	704 FIBER STREET NW-ZAC GOSHERT 256-427-7034	71324	01/18/2022	397.85
	1000-00-00000-140110-00000000-	5323690-1	ORDER SUPPLIES FOR INVENTORY	71324	01/18/2022	163.44
	1000-00-00000-140110-00000000-	5323690-2	ORDER SUPPLIES FOR INVENTORY	71324	01/18/2022	38.40
	1000-41-41305-515340-00000000-	5320421-0	5365 TRIANA BLVD-KINZIE ANDERSON 256-427-7145	71324	01/18/2022	563.61
	1000-41-41306-515340-00000000-	5374634-1	2320 1ST STREET-ZAC GOSHERT 256-427-7034	71545	01/26/2022	20.41
	1000-18-00000-515340-00000000-	5372994-0	SUPPLIES-308 FOUNTAIN CIR. 6TH FLR. J.COX	71545	01/26/2022	32.56
	Total Paid by Vendor					1,216.27
B & M HOME SERVICES LLC	1000-14-14300-513010-00000000-	6215719	2022 BLANKET PO APPLIANCE REPAIRS	71464	01/20/2022	524.66
	Total Paid by Vendor					524.66
BAILEY COVE LLC	1000-14-14300-515460-00000000-	022022	2022 LEASE SOUTH PRECINCT	71330	01/18/2022	13,528.62
	Total Paid by Vendor					13,528.62
BAKER DONELSON BEARMAN CALDWELL & BERKOWITZ PC	1000-13-13100-515370-00000000-	8931008	MONTHLY TERMS OF ENGAGEMENT-COUNSEL-BLANKET PO	71331	01/19/2022	6,045.00
	1000-13-13100-515370-00000000-	8941403	MONTHLY TERMS OF ENGAGEMENT-COUNSEL-BLANKET PO	71425	01/19/2022	2,667.50
	Total Paid by Vendor					8,712.50
BLAIR AND SONS INC	1000-53-53200-515340-00000000-	89646	BLANKET PO, KEYS AND LOCKS FOR PARKING FACILITIES	71426	01/20/2022	20.00
	Total Paid by Vendor					20.00
BROOKS LOCK & KEY	1000-14-14300-513010-00000000-	9686A	SOLE SOURCE 2022 BLANKET KEYS -LOCKSETS & REPAIRS	71332	01/19/2022	20.00
	1000-14-14300-513010-00000000-	9759A	SOLE SOURCE 2022 BLANKET KEYS -LOCKSETS & REPAIRS	71332	01/19/2022	117.50
	1000-14-14300-513010-00000000-	9311A	SOLE SOURCE 2022 BLANKET KEYS -LOCKSETS & REPAIRS	71332	01/19/2022	8.00
	1000-14-14300-513010-00000000-	9697A	SOLE SOURCE 2022 BLANKET KEYS -LOCKSETS & REPAIRS	71332	01/19/2022	20.00
	1000-14-14300-513010-00000000-	9732A	SOLE SOURCE 2022 BLANKET KEYS -LOCKSETS & REPAIRS	71332	01/19/2022	135.00
	1000-14-14300-513010-00000000-	9748A	SOLE SOURCE 2022 BLANKET KEYS -LOCKSETS & REPAIRS	71332	01/19/2022	10.00
	Total Paid by Vendor					310.50
BUILDING SPECIALTIES CO INC	1000-14-14300-513010-00000000-	71202371	2022 BLANKET SARGEANT LOCKSETS & KEYS	71556	01/25/2022	671.61
	Total Paid by Vendor					671.61
BUTLER ANIMAL HEALTH HOLDING COMPANY LLC	1000-50-00000-515161-00000000-	VV68373	ANIMAL MEDICAL DRUGS BLANKET PO	71564	01/26/2022	305.77
	1000-50-00000-515161-00000000-	VU37219	ANIMAL MEDICAL DRUGS BLANKET PO	71564	01/26/2022	31.92
	1000-50-00000-515161-00000000-	VU43748	ANIMAL MEDICAL DRUGS BLANKET PO	71564	01/26/2022	1,211.30
	1000-50-00000-515161-00000000-	VV18906	ANIMAL MEDICAL DRUGS BLANKET PO	71564	01/26/2022	44.62
	1000-50-00000-515161-00000000-	VV23321	ANIMAL MEDICAL DRUGS BLANKET PO	71564	01/26/2022	1,070.82
	1000-50-00000-515161-00000000-	VV29569	ANIMAL MEDICAL DRUGS BLANKET PO	71564	01/26/2022	663.60
	Total Paid by Vendor					3,328.03
C & J WELDING INC	1000-55-55400-515340-00000000-	099680	FABRICATE GRATING PIPE FOR JOB ON TODD MILL ROAD	71557	01/25/2022	635.90
	Total Paid by Vendor					635.90
CABLES AND KITS	1000-17-17400-520200-00000000-	538097	QUOTE 47916 FOR IT-STOCK IP PHONES	71558	01/25/2022	667.32
	Total Paid by Vendor					667.32
CALIFORNIA STATE DISBURSEMENT UNIT	1000-00-00000-210180-00000000-	251790	Payroll Run 1 - Warrant 220123	71527	01/28/2022	92.30
	Total Paid by Vendor					92.30
CARASOFT TECHNOLOGY CORP	1000-17-17400-520300-00000000-	IN1089106	FIRST DUE SW SUBSCRIPTION FOR FIRE	71429	01/20/2022	26,000.00
	Total Paid by Vendor					26,000.00
CDW GOVERNMENT INC	1000-17-17400-520300-00000000-	Q927421	PUNCHOUT ORDER OF ADOBE STD. WO #150385	71430	01/20/2022	262.00
	1000-17-17400-520300-00000000-	Q927424	PUNCHOUT FOR ADOBE STD. LIC.	71559	01/25/2022	262.00
	1000-17-17400-520200-00000000-	Q939643	PUNCHOUT FOR IT-STOCK REPLACEMENT HD'S	71559	01/25/2022	628.70
	Total Paid by Vendor					1,152.70
CELLCO PARTNERSHIP	1000-17-17100-515070-00000000-	9897075556	FY22 BLANKET PO VERIZON SERVICES COH BY ITS	71402	01/18/2022	623.42
	Total Paid by Vendor					623.42
CINTAS	1000-15-15100-515340-00000000-	4106280395	3242 LEEMAN FERRY RD SW (BLANKET PO)	71336	01/18/2022	34.12
	1000-15-15100-515340-00000000-	4004339922	3242 LEEMAN FERRY RD SW (BLANKET PO)	71336	01/18/2022	34.12
	1000-15-15100-515340-00000000-	4105032978	3242 LEEMAN FERRY RD SW (BLANKET PO)	71336	01/18/2022	34.12
	1000-15-15100-515340-00000000-	4105697830	3242 LEEMAN FERRY RD SW (BLANKET PO)	71336	01/18/2022	34.12
	1000-15-15100-515340-00000000-	4106458901	4203 E SCHIRMISHER LN (BLANKET PO)	71336	01/18/2022	251.77
	1000-50-00000-515340-00000000-	4106188306	BLANKET LAUNDRY SERVICES	71560	01/25/2022	66.50
	1000-50-00000-515340-00000000-	4106854449	BLANKET LAUNDRY SERVICES	71560	01/25/2022	66.50
	1000-50-00000-515340-00000000-	4106458791	BLANKET LAUNDRY SERVICES	71560	01/25/2022	66.50
	1000-50-00000-515340-00000000-	4107844763	BLANKET LAUNDRY SERVICES	71560	01/25/2022	66.50
	1000-50-00000-515340-00000000-	4107606696	BLANKET LAUNDRY SERVICES	71560	01/25/2022	66.50
	1000-50-00000-515340-00000000-	4107158829	BLANKET LAUNDRY SERVICES	71560	01/25/2022	66.50
	1000-30-30200-515340-00000000-	4100701366	BLANKET-JANITORIAL SERVICES FOR FY22-BRAHAN SPG	71560	01/26/2022	0.08
	1000-30-30200-515340-00000000-	4100701366	BLANKET-JANITORIAL SERVICES FOR FY22-BRAHAN SPG	71560	01/26/2022	8.42

	1000-30-30200-515340-00000000-	4098003226	BLANKET-JANITORIAL SERVICES FOR FY22-BRAHAN SPG	71560	01/26/2022	0.08
	1000-30-30200-515340-00000000-	4098003226	BLANKET-JANITORIAL SERVICES FOR FY22-BRAHAN SPG	71560	01/26/2022	8.42
	1000-30-30200-515340-00000000-	4103400359	BLANKET-JANITORIAL SERVICES FOR FY22-BRAHAN SPG	71560	01/26/2022	0.08
	1000-30-30200-515340-00000000-	4103400359	BLANKET-JANITORIAL SERVICES FOR FY22-BRAHAN SPG	71560	01/26/2022	8.42
	1000-15-15100-515340-00000000-	4105181789	4203 E SCHIRMSHER LN (BLANKET PO)	71560	01/26/2022	251.77
	1000-15-15100-515340-00000000-	4105873621	4203 E SCHIRMSHER LN (BLANKET PO)	71560	01/26/2022	251.77
	1000-30-30200-515340-00000000-	4105976214	BLANKET-JANITORIAL SERVICES FOR FY22-BRAHAN SPG	71560	01/26/2022	0.08
	1000-30-30200-515340-00000000-	4105976214	BLANKET-JANITORIAL SERVICES FOR FY22-BRAHAN SPG	71560	01/26/2022	8.42
	Total Paid by Vendor					1,324.79
CIRCUIT COURT OF LIMESTONE COUNTY AL	1000-00-00000-210180-00000000-	251808	Payroll Run 1 - Warrant 220123	71528	01/28/2022	440.43
	Total Paid by Vendor					440.43
COLLEGE COUNTS 529 FUND	1000-00-00000-210310-00000000-	251797	Payroll Run 1 - Warrant 220123	71529	01/28/2022	1,640.00
	Total Paid by Vendor					1,640.00
COLLINS AND COMPANY	1000-19-00000-515190-00000000-	JANUARY 12, 2022	RE-ESTABLISH THE AUTO LOSS FUND ACCOUNT	71338	01/18/2022	50,000.00
	Total Paid by Vendor					50,000.00
COMCAST OF ALABAMA INC	1000-17-17100-515070-00000000-	83969000116000260122	FY22 BLANKET PO FOR COMCAST CABLE SERVICES COH	71436	01/24/2022	16.88
	1000-17-17100-515070-00000000-	83969000101785370122	FY22 BLANKET PO FOR COMCAST CABLE SERVICES COH	71436	01/24/2022	243.42
	1000-17-17100-515070-00000000-	83969000116000340122	FY22 BLANKET PO FOR COMCAST CABLE SERVICES COH	71436	01/24/2022	16.88
	1000-17-17100-515070-00000000-	83969000108519680122	FY22 BLANKET PO FOR COMCAST CABLE SERVICES COH	71436	01/24/2022	16.84
	1000-17-17100-515070-00000000-	8396900011597800122	FY22 BLANKET PO FOR COMCAST CABLE SERVICES COH	71562	01/26/2022	16.88
	1000-17-17100-515070-00000000-	8396900011478407122	FY22 BLANKET PO FOR COMCAST CABLE SERVICES COH	71562	01/26/2022	105.39
	1000-17-17100-515070-00000000-	8396900011598691122	FY22 BLANKET PO FOR COMCAST CABLE SERVICES COH	71562	01/26/2022	236.04
	Total Paid by Vendor					652.33
CORVEL CORPORATION	1000-19-00000-502150-00000000-	011422-HUNT	SUPP FOR LRG MEDICAL BILLS -1223-WC-22-0000006/36	71341	01/18/2022	14,394.78
	1000-19-00000-502150-00000000-	012122-HUNT	SUPPLEMENT FOR LARRGE MEDICAL BILLS	71438	01/25/2022	37,518.63
	1000-19-00000-502150-00000000-	012622-HUNT	REPLENISH ESCROW FOR WORKERS COMP	71520	01/27/2022	44,618.38
	Total Paid by Vendor					96,531.79
COWIN EQUIPMENT CO INC	1000-55-55300-513050-00000000-	RSA024391 8	EQUIPMENT RENTAL FOR PWS CONSTRUCTION	71342	01/18/2022	5,900.00
	1000-55-55300-513050-00000000-	RSA024925 10	EQUIPMENT RENTAL FOR PWS CONSTRUCTION	71565	01/25/2022	(600.00)
	1000-55-55300-513050-00000000-	RSA024925 10	EQUIPMENT RENTAL FOR PWS CONSTRUCTION	71565	01/25/2022	8,900.00
	1000-55-55300-513050-00000000-	RSA015398 31	EQUIPMENT RENTAL FOR PWS CONSTRUCTION	71565	01/25/2022	2,400.00
	1000-55-55300-513050-00000000-	RSA024325 7	EQUIPMENT RENTAL FOR PWS CONSTRUCTION	71565	01/25/2022	1,200.00
	1000-55-55300-513050-00000000-	RSA024391 7	EQUIPMENT RENTAL FOR PWS CONSTRUCTION	71565	01/25/2022	5,900.00
	1000-55-55300-513050-00000000-	RSA024925 11	EQUIPMENT RENTAL FOR PWS CONSTRUCTION	71565	01/25/2022	(600.00)
	1000-55-55300-513050-00000000-	RSA024925 11	EQUIPMENT RENTAL FOR PWS CONSTRUCTION	71565	01/25/2022	8,900.00
	1000-55-55300-513050-00000000-	RSA024927 6	EQUIPMENT RENTAL FOR PWS CONSTRUCTION	71565	01/25/2022	6,600.00
	1000-55-55300-513050-00000000-	RSA024325 8	EQUIPMENT RENTAL FOR PWS CONSTRUCTION	71565	01/25/2022	1,200.00
	1000-55-55300-513050-00000000-	RSA015398 32	EQUIPMENT RENTAL FOR PWS CONSTRUCTION	71565	01/25/2022	2,400.00
	Total Paid by Vendor					42,200.00
CRASH DATA GROUP INC	1000-17-17100-515250-00000000-	INV10778	CDR SW SUBSCRIPTION YEARLY RENEWAL FOR PD 2022-23	71440	01/20/2022	1,250.00
	Total Paid by Vendor					1,250.00
DANA SAFETY SUPPLY	1000-55-55100-520100-00000000-	759383-A	LIGHTS FOR INSPECTORS TRUCKS	71343	01/19/2022	6,550.00
	Total Paid by Vendor					6,550.00
DANIEL COLE	1000-14-14300-513010-00000000-	12888	2022 BLANKET ICE MAKER REPAIRS	71435	01/20/2022	249.94
	1000-14-14300-513010-00000000-	12886	2022 BLANKET ICE MAKER REPAIRS	71435	01/20/2022	85.00
	1000-14-14300-513010-00000000-	12887	2022 BLANKET ICE MAKER REPAIRS	71435	01/20/2022	127.50
	1000-14-14300-513010-00000000-	12890	2022 BLANKET ICE MAKER REPAIRS	71435	01/20/2022	174.25
	1000-14-14300-513010-00000000-	12891	2022 BLANKET ICE MAKER REPAIRS	71435	01/20/2022	229.54
	1000-14-14300-513010-00000000-	12892	2022 BLANKET ICE MAKER REPAIRS	71435	01/20/2022	85.00
	Total Paid by Vendor					951.23
DCSC LLC	1000-14-14300-515460-00000000-	022022	2022 BLANKET -2227 DRAKE AVE SUITE 26 LEASE	71344	01/18/2022	4,585.00
	Total Paid by Vendor					4,585.00
DEBRA KIZER CIRCUIT CLERK	1000-00-00000-210180-00000000-	251800	Payroll Run 1 - Warrant 220123	71535	01/28/2022	53.25
	Total Paid by Vendor					53.25
DEBRA KIZER CIRCUIT CLERK CV CASES	1000-00-00000-210180-00000000-	251801	Payroll Run 1 - Warrant 220123	71536	01/28/2022	7.33
	1000-00-00000-210180-00000000-	251802	Payroll Run 1 - Warrant 220123	71537	01/28/2022	170.60
	Total Paid by Vendor					177.93
DELL MARKETING LP	1000-17-17400-520200-00000000-	10542399482	QUOTE 3000102908513.1 IT-RUTH MALONE DOCK STATION	71567	01/26/2022	241.77
	Total Paid by Vendor					241.77
DELTA DENTAL INSURANCE CO	1000-00-00000-210240-00000000-	BE004698692	PPE 11/28/21 VOLUNTARY GROUP DENTAL PREMIUMS	71441	01/24/2022	57,989.54
	1000-00-00000-210240-00000000-	BE004714471	PPE 12/12/21 VOLUNTARY GROUP DENTAL PREMIUMS	71441	01/24/2022	57,943.64

	1000-00-00000-210240-00000000-	BE004741474	PPE 12/26/21 VOLUNTARY GROUP DENTAL PREMIUMS	71441	01/24/2022	57,889.91
	1000-00-00000-210240-00000000-	BE004749212	PPE 1/09/22 VOLUNTARY GROUP DENTAL PREMIUMS	71441	01/24/2022	59,046.96
	Total Paid by Vendor					232,870.05
DISTRICT COURT OF MADISON COUNTY	1000-00-00000-210180-00000000-	251799	Payroll Run 1 - Warrant 220123	71534	01/28/2022	315.12
	Total Paid by Vendor					315.12
DRAKE & HARLAN PROPERTIES INC	1000-14-14300-515460-00000000-	022022	2022 BLANKET WAREHOUSE LEASE 12TH AVENUE	71345	01/18/2022	2,583.75
	Total Paid by Vendor					2,583.75
DUNCAN PARKING TECH	1000-17-17100-515250-00000000-	DPT042559	FY22 BLANKET PO SOLE SOURCE DUNCAN SW SERVICES PK	71570	01/25/2022	936.00
	Total Paid by Vendor					936.00
DUTCH OIL COMPANY INC	1000-41-41100-514010-00000000-	CFN-10070	FUELING TRANS DATED 011622	71442	01/20/2022	36.63
	1000-41-41100-514010-00000000-	CFN-10070	FUELING TRANS DATED 011622	71442	01/20/2022	99.61
	1000-41-41100-514010-00000000-	CFN-10070	FUELING TRANS DATED 011622	71442	01/20/2022	168.16
	1000-41-41100-514010-00000000-	CFN-10070	FUELING TRANS DATED 011622	71442	01/20/2022	2,655.78
	1000-42-42100-514010-00000000-	CFN-10070	FUELING TRANS DATED 011622	71442	01/20/2022	244.57
	1000-52-52100-514010-00000000-	CFN-10070	FUELING TRANS DATED 011622	71442	01/20/2022	26.85
	1000-55-55300-514010-00000000-	CFN-10070	FUELING TRANS DATED 011622	71442	01/20/2022	127.96
	1000-55-55400-514010-00000000-	CFN-10070	FUELING TRANS DATED 011622	71442	01/20/2022	42.42
	1000-12-12100-514010-00000000-	CFN-09869	FUELING TRANS DATED 011322	71442	01/20/2022	29.86
	1000-14-14100-514010-00000000-	CFN-09869	FUELING TRANS DATED 011322	71442	01/20/2022	221.57
	1000-15-15100-514010-00000000-	CFN-09869	FUELING TRANS DATED 011322	71442	01/20/2022	46.03
	1000-30-30100-514010-00000000-	CFN-09869	FUELING TRANS DATED 011322	71442	01/20/2022	22.39
	1000-41-41100-514010-00000000-	CFN-09869	FUELING TRANS DATED 011322	71442	01/20/2022	35.33
	1000-41-41100-514010-00000000-	CFN-09869	FUELING TRANS DATED 011322	71442	01/20/2022	159.97
	1000-41-41100-514010-00000000-	CFN-09869	FUELING TRANS DATED 011322	71442	01/20/2022	202.29
	1000-41-41100-514010-00000000-	CFN-09869	FUELING TRANS DATED 011322	71442	01/20/2022	2,883.54
	1000-42-42100-514010-00000000-	CFN-09869	FUELING TRANS DATED 011322	71442	01/20/2022	13.68
	1000-42-42100-514010-00000000-	CFN-09869	FUELING TRANS DATED 011322	71442	01/20/2022	84.35
	1000-42-42100-514010-00000000-	CFN-09869	FUELING TRANS DATED 011322	71442	01/20/2022	662.66
	1000-50-00000-514010-00000000-	CFN-09869	FUELING TRANS DATED 011322	71442	01/20/2022	237.55
	1000-52-52100-514010-00000000-	CFN-09869	FUELING TRANS DATED 011322	71442	01/20/2022	28.62
	1000-52-52100-514010-00000000-	CFN-09869	FUELING TRANS DATED 011322	71442	01/20/2022	44.30
	1000-52-52100-514010-00000000-	CFN-09869	FUELING TRANS DATED 011322	71442	01/20/2022	60.30
	1000-52-52100-514010-00000000-	CFN-09869	FUELING TRANS DATED 011322	71442	01/20/2022	62.45
	1000-52-52100-514010-00000000-	CFN-09869	FUELING TRANS DATED 011322	71442	01/20/2022	89.48
	1000-52-52100-514010-00000000-	CFN-09869	FUELING TRANS DATED 011322	71442	01/20/2022	107.15
	1000-52-52100-514010-00000000-	CFN-09869	FUELING TRANS DATED 011322	71442	01/20/2022	190.09
	1000-52-52100-514010-00000000-	CFN-09869	FUELING TRANS DATED 011322	71442	01/20/2022	231.78
	1000-52-52100-514010-00000000-	CFN-09869	FUELING TRANS DATED 011322	71442	01/20/2022	257.53
	1000-52-52100-514010-00000000-	CFN-09869	FUELING TRANS DATED 011322	71442	01/20/2022	285.85
	1000-53-53400-514010-00000000-	CFN-09869	FUELING TRANS DATED 011322	71442	01/20/2022	42.30
	1000-55-55100-514010-00000000-	CFN-09869	FUELING TRANS DATED 011322	71442	01/20/2022	84.84
	1000-55-55300-514010-00000000-	CFN-09869	FUELING TRANS DATED 011322	71442	01/20/2022	564.98
	1000-55-55400-514010-00000000-	CFN-09869	FUELING TRANS DATED 011322	71442	01/20/2022	580.38
	1000-71-71100-514010-00000000-	CFN-09869	FUELING TRANS DATED 011322	71442	01/20/2022	29.11
	1000-71-71100-514010-00000000-	CFN-09869	FUELING TRANS DATED 011322	71442	01/20/2022	182.40
	1000-74-74100-514010-00000000-	CFN-09869	FUELING TRANS DATED 011322	71442	01/20/2022	30.85
	1000-74-74100-514010-00000000-	CFN-09869	FUELING TRANS DATED 011322	71442	01/20/2022	78.62
	1000-75-75100-514010-00000000-	CFN-09869	FUELING TRANS DATED 011322	71442	01/20/2022	106.24
	1000-72-00000-514010-00000000-	CFN-09869	FUELING TRANS DATED 011322	71442	01/20/2022	213.26
	1000-00-00000-610039-00000000-	CFN-09851	FUELING TRANS DATED 011222	71442	01/20/2022	67.79
	1000-14-14100-514010-00000000-	CFN-09851	FUELING TRANS DATED 011222	71442	01/20/2022	289.13
	1000-15-15100-514010-00000000-	CFN-09851	FUELING TRANS DATED 011222	71442	01/20/2022	26.86
	1000-30-30100-514010-00000000-	CFN-09851	FUELING TRANS DATED 011222	71442	01/20/2022	24.39
	1000-30-30100-514010-00000000-	CFN-09851	FUELING TRANS DATED 011222	71442	01/20/2022	30.57
	1000-41-41100-514010-00000000-	CFN-09851	FUELING TRANS DATED 011222	71442	01/20/2022	39.93
	1000-41-41100-514010-00000000-	CFN-09851	FUELING TRANS DATED 011222	71442	01/20/2022	280.72
	1000-41-41100-514010-00000000-	CFN-09851	FUELING TRANS DATED 011222	71442	01/20/2022	329.34
	1000-41-41100-514010-00000000-	CFN-09851	FUELING TRANS DATED 011222	71442	01/20/2022	3,267.45
	1000-42-42100-514010-00000000-	CFN-09851	FUELING TRANS DATED 011222	71442	01/20/2022	58.62
	1000-42-42100-514010-00000000-	CFN-09851	FUELING TRANS DATED 011222	71442	01/20/2022	76.41
	1000-42-42100-514010-00000000-	CFN-09851	FUELING TRANS DATED 011222	71442	01/20/2022	376.40

1000-52-52100-514010-00000000-	CFN-09851	FUELING TRANS DATED 011222	71442	01/20/2022	27.35
1000-52-52100-514010-00000000-	CFN-09851	FUELING TRANS DATED 011222	71442	01/20/2022	48.07
1000-52-52100-514010-00000000-	CFN-09851	FUELING TRANS DATED 011222	71442	01/20/2022	68.53
1000-52-52100-514010-00000000-	CFN-09851	FUELING TRANS DATED 011222	71442	01/20/2022	100.08
1000-52-52100-514010-00000000-	CFN-09851	FUELING TRANS DATED 011222	71442	01/20/2022	122.98
1000-52-52100-514010-00000000-	CFN-09851	FUELING TRANS DATED 011222	71442	01/20/2022	134.34
1000-52-52100-514010-00000000-	CFN-09851	FUELING TRANS DATED 011222	71442	01/20/2022	153.97
1000-52-52100-514010-00000000-	CFN-09851	FUELING TRANS DATED 011222	71442	01/20/2022	172.73
1000-52-52100-514010-00000000-	CFN-09851	FUELING TRANS DATED 011222	71442	01/20/2022	227.43
1000-52-52100-514010-00000000-	CFN-09851	FUELING TRANS DATED 011222	71442	01/20/2022	339.54
1000-53-53200-514010-00000000-	CFN-09851	FUELING TRANS DATED 011222	71442	01/20/2022	104.37
1000-53-53400-514010-00000000-	CFN-09851	FUELING TRANS DATED 011222	71442	01/20/2022	12.82
1000-55-55100-514010-00000000-	CFN-09851	FUELING TRANS DATED 011222	71442	01/20/2022	91.45
1000-55-55300-514010-00000000-	CFN-09851	FUELING TRANS DATED 011222	71442	01/20/2022	1,113.77
1000-55-55400-514010-00000000-	CFN-09851	FUELING TRANS DATED 011222	71442	01/20/2022	536.73
1000-70-70200-514010-00000000-	CFN-09851	FUELING TRANS DATED 011222	71442	01/20/2022	79.61
1000-71-71100-514010-00000000-	CFN-09851	FUELING TRANS DATED 011222	71442	01/20/2022	45.60
1000-71-71100-514010-00000000-	CFN-09851	FUELING TRANS DATED 011222	71442	01/20/2022	113.88
1000-73-73100-514010-00000000-	CFN-09851	FUELING TRANS DATED 011222	71442	01/20/2022	41.41
1000-75-75100-514010-00000000-	CFN-09851	FUELING TRANS DATED 011222	71442	01/20/2022	177.46
1000-51-00000-514010-00000000-	CFN-09851	FUELING TRANS DATED 011222	71442	01/20/2022	43.38
1000-72-00000-514010-00000000-	CFN-09851	FUELING TRANS DATED 011222	71442	01/20/2022	289.13
1000-14-14100-514010-00000000-	CFN-09885	FUELING TRANS DATED 011422	71442	01/20/2022	190.88
1000-30-30100-514010-00000000-	CFN-09885	FUELING TRANS DATED 011422	71442	01/20/2022	22.80
1000-30-30100-514010-00000000-	CFN-09885	FUELING TRANS DATED 011422	71442	01/20/2022	23.05
1000-41-41100-514010-00000000-	CFN-09885	FUELING TRANS DATED 011422	71442	01/20/2022	42.37
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1000-42-42100-514010-00000000-	CFN-09885	FUELING TRANS DATED 011422	71442	01/20/2022	28.74
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1000-52-52100-514010-00000000-	CFN-09885	FUELING TRANS DATED 011422	71442	01/20/2022	75.33
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1000-55-55100-514010-00000000-	CFN-09885	FUELING TRANS DATED 011422	71442	01/20/2022	36.67
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1000-71-71100-514010-00000000-	CFN-09885	FUELING TRANS DATED 011422	71442	01/20/2022	72.61
1000-71-71100-514010-00000000-	CFN-09885	FUELING TRANS DATED 011422	71442	01/20/2022	130.59
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1000-14-14100-514010-00000000-	CFN-10077	FUELING TRANS DATED 011822	71442	01/20/2022	102.95
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1000-42-42100-514010-00000000-	CFN-10077	FUELING TRANS DATED 011822	71442	01/20/2022	890.65
1000-50-00000-514010-00000000-	CFN-10077	FUELING TRANS DATED 011822	71442	01/20/2022	63.78
1000-52-52100-514010-00000000-	CFN-10077	FUELING TRANS DATED 011822	71442	01/20/2022	44.71

1000-53-53400-514010-00000000-	CFN-10093	FUELING TRANS DATED 011922	71442	01/24/2022	67.46
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1000-70-70200-514010-00000000-	CFN-10093	FUELING TRANS DATED 011922	71442	01/24/2022	40.15
1000-71-71100-514010-00000000-	CFN-10093	FUELING TRANS DATED 011922	71442	01/24/2022	43.68
1000-71-71100-514010-00000000-	CFN-10093	FUELING TRANS DATED 011922	71442	01/24/2022	69.93
1000-73-73100-514010-00000000-	CFN-10093	FUELING TRANS DATED 011922	71442	01/24/2022	29.28
1000-74-74100-514010-00000000-	CFN-10093	FUELING TRANS DATED 011922	71442	01/24/2022	45.20
1000-75-75100-514010-00000000-	CFN-10093	FUELING TRANS DATED 011922	71442	01/24/2022	24.75
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1000-14-14100-514010-00000000-	CFN-10110	FUELING TRANS DATED 012022	71442	01/24/2022	284.58
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1000-52-52100-514010-00000000-	CFN-10110	FUELING TRANS DATED 012022	71442	01/24/2022	159.20
1000-52-52100-514010-00000000-	CFN-10110	FUELING TRANS DATED 012022	71442	01/24/2022	303.98
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1000-53-53400-514010-00000000-	CFN-10110	FUELING TRANS DATED 012022	71442	01/24/2022	37.18
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1000-70-70200-514010-00000000-	CFN-10110	FUELING TRANS DATED 012022	71442	01/24/2022	91.92
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1000-71-71100-514010-00000000-	CFN-10110	FUELING TRANS DATED 012022	71442	01/24/2022	237.80
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1000-14-14100-514010-00000000-	CFN-10127	FUELING TRANS DATED 012122	71571	01/25/2022	136.99
1000-30-30100-514010-00000000-	CFN-10127	FUELING TRANS DATED 012122	71571	01/25/2022	23.20
1000-30-30100-514010-00000000-	CFN-10127	FUELING TRANS DATED 012122	71571	01/25/2022	61.35
1000-41-41100-514010-00000000-	CFN-10127	FUELING TRANS DATED 012122	71571	01/25/2022	70.07
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	1000-52-52100-514010-00000000-	CFN-10127	FUELING TRANS DATED 012122	71571	01/25/2022	55.04
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	1000-52-52100-514010-00000000-	CFN-10127	FUELING TRANS DATED 012122	71571	01/25/2022	97.10
	1000-52-52100-514010-00000000-	CFN-10127	FUELING TRANS DATED 012122	71571	01/25/2022	108.29
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	1000-52-52100-514010-00000000-	CFN-10127	FUELING TRANS DATED 012122	71571	01/25/2022	173.56
	1000-52-52100-514010-00000000-	CFN-10127	FUELING TRANS DATED 012122	71571	01/25/2022	198.06
	1000-53-53200-514010-00000000-	CFN-10127	FUELING TRANS DATED 012122	71571	01/25/2022	90.13
	1000-53-53400-514010-00000000-	CFN-10127	FUELING TRANS DATED 012122	71571	01/25/2022	37.98
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	1000-55-55100-514010-00000000-	CFN-10127	FUELING TRANS DATED 012122	71571	01/25/2022	40.02
	1000-55-55400-514010-00000000-	CFN-10127	FUELING TRANS DATED 012122	71571	01/25/2022	230.61
	1000-70-70200-514010-00000000-	CFN-10127	FUELING TRANS DATED 012122	71571	01/25/2022	171.24
	1000-71-71100-514010-00000000-	CFN-10127	FUELING TRANS DATED 012122	71571	01/25/2022	58.37
	1000-71-71100-514010-00000000-	CFN-10127	FUELING TRANS DATED 012122	71571	01/25/2022	59.37
	1000-73-73100-514010-00000000-	CFN-10127	FUELING TRANS DATED 012122	71571	01/25/2022	46.37
	1000-74-74100-514010-00000000-	CFN-10127	FUELING TRANS DATED 012122	71571	01/25/2022	20.39
	1000-74-74100-514010-00000000-	CFN-10127	FUELING TRANS DATED 012122	71571	01/25/2022	42.31
	1000-75-75100-514010-00000000-	CFN-10127	FUELING TRANS DATED 012122	71571	01/25/2022	71.61
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	1000-41-41100-514010-00000000-	CFN-10143	FUELING TRANS DATED 012222	71571	01/25/2022	2,333.26
	1000-42-42100-514010-00000000-	CFN-10143	FUELING TRANS DATED 012222	71571	01/25/2022	7.61
	1000-42-42100-514010-00000000-	CFN-10143	FUELING TRANS DATED 012222	71571	01/25/2022	541.94
	1000-52-52100-514010-00000000-	CFN-10143	FUELING TRANS DATED 012222	71571	01/25/2022	20.27
	1000-53-53400-514010-00000000-	CFN-10143	FUELING TRANS DATED 012222	71571	01/25/2022	55.63
	1000-55-55400-514010-00000000-	CFN-10143	FUELING TRANS DATED 012222	71571	01/25/2022	50.66
	1000-71-71100-514010-00000000-	CFN-10143	FUELING TRANS DATED 012222	71571	01/25/2022	39.26
	1000-75-75100-514010-00000000-	CFN-10143	FUELING TRANS DATED 012222	71571	01/25/2022	51.68
	1000-30-30100-514010-00000000-	CFN-10153	FUELING TRANS DATED 012322	71571	01/25/2022	32.69
	1000-41-41100-514010-00000000-	CFN-10153	FUELING TRANS DATED 012322	71571	01/25/2022	91.45
	1000-41-41100-514010-00000000-	CFN-10153	FUELING TRANS DATED 012322	71571	01/25/2022	231.04
	1000-41-41100-514010-00000000-	CFN-10153	FUELING TRANS DATED 012322	71571	01/25/2022	2,513.54
	1000-42-42100-514010-00000000-	CFN-10153	FUELING TRANS DATED 012322	71571	01/25/2022	428.66
	1000-52-52100-514010-00000000-	CFN-10153	FUELING TRANS DATED 012322	71571	01/25/2022	17.98
	1000-52-52100-514010-00000000-	CFN-10153	FUELING TRANS DATED 012322	71571	01/25/2022	30.69
	1000-71-71100-514010-00000000-	CFN-10153	FUELING TRANS DATED 012322	71571	01/25/2022	19.25
	1000-55-55400-514010-00000000-	INV-181183	FY22 FUEL BLANKET--MAINTENANCE	71572	01/25/2022	1,310.80
	1000-55-55400-514010-00000000-	INV-181405	FY22 FUEL BLANKET--MAINTENANCE	71572	01/25/2022	2,320.59
	1000-55-55400-514010-00000000-	INV-181680	FY22 FUEL BLANKET--MAINTENANCE	71572	01/25/2022	1,840.93
	1000-55-55400-514010-00000000-	INV-181341	FY22 FUEL BLANKET--MAINTENANCE	71572	01/25/2022	5,308.40
	Total Paid by Vendor					84,418.99
DYNAMIC SECURITY INC	1000-41-41100-515370-00000000-	0000159665	MUNICIPAL SECURITY SVC BLANKET PO	71573	01/26/2022	301.20
	1000-41-41100-515370-00000000-	0000159676	MUNICIPAL SECURITY SVC BLANKET PO	71573	01/26/2022	502.00
	1000-41-41100-515370-00000000-	0000159684	MUNICIPAL SECURITY SVC BLANKET PO	71573	01/26/2022	502.00
	1000-41-41100-515370-00000000-	0000159693	MUNICIPAL SECURITY SVC BLANKET PO	71573	01/26/2022	301.20
	1000-41-41100-515370-00000000-	0000159701	MUNICIPAL SECURITY SVC BLANKET PO	71573	01/26/2022	401.60
	Total Paid by Vendor					2,008.00
ELISSA H GREEN	1000-43-00000-515370-00000000-	SUBJUDGE 1/11/22 AFT	SUBJUDGE 1/11/22 AFTERNOON	71576	01/26/2022	195.00
	1000-43-00000-515370-00000000-	SUBJUDGE 1/11/22 AM	SUBJUDGE 1/11/22 MORNING	71576	01/26/2022	232.50
	Total Paid by Vendor					427.50
EMERGENCY EQUIPMENT PROFESSIONALS INC	1000-42-42100-515340-00000000-	466517	SCOTT PAK-TRACKER TRUCK MOUNT CHARGER	71348	01/18/2022	2,096.20
	1000-42-42100-513040-00000000-	465419	UNKNOWN SCOPE OF WORK FOR REPAIRS	71348	01/19/2022	472.19
	Total Paid by Vendor					2,568.39
EMPLOYEE RETIREMENT SYSTEMS OF ALABAMA	1000-41-41201-502110-00000000-	M Nelson Mil buybck	Military Buyback for Michael Nelson	71349	01/19/2022	3,488.40

	Total Paid by Vendor					3,488.40
EMPLOYEES RETIREMENT SYSTEM OF ALABAMA	1000-00-00000-210270-00000000-	RSA-1 CONTR 220123	RSA-1 CONTRIBUTIONS WARRANT 220123	71646	01/27/2022	6,631.76
	Total Paid by Vendor					6,631.76
ERIN JONES	1000-50-00000-515340-00000000-	12/6/21-12/27/21	BLANKET RELIEF VET SERVICES	71578	01/26/2022	431.25
	Total Paid by Vendor					431.25
FILTER PRO USA LLC	1000-14-14300-515370-00000000-	14588851	2022 BLANKET HVAC FILTER SERVICE	71444	01/20/2022	5,653.64
	Total Paid by Vendor					5,653.64
FITNESS DIAGNOSTIC & REPAIR SERVICES INC	1000-41-41100-513040-00000000-	68929	HPD GYM EQUIP REPAIR & MAINTENANCE-BLANKET PO	71580	01/26/2022	345.00
	Total Paid by Vendor					345.00
GALLS LLC	1000-42-42100-515670-00000000-	BC1509238	UNIFORM ALLOWANCE BLANKET - FIRE 2022	71352	01/18/2022	400.00
	1000-42-42100-515670-00000000-	BC1510182	UNIFORM ALLOWANCE BLANKET - FIRE 2022	71351	01/18/2022	320.75
	1000-42-42100-515670-00000000-	BC1510179	UNIFORM ALLOWANCE BLANKET - FIRE 2022	71352	01/18/2022	515.44
	1000-42-42100-515670-00000000-	BC1510408	UNIFORM ALLOWANCE BLANKET - FIRE 2022	71352	01/18/2022	800.00
	1000-42-42100-515670-00000000-	BC1510228	UNIFORM ALLOWANCE BLANKET - FIRE 2022	71352	01/18/2022	799.45
	1000-42-42100-515670-00000000-	BC1510276	UNIFORM ALLOWANCE BLANKET - FIRE 2022	71352	01/18/2022	394.00
	1000-42-42100-515670-00000000-	BC1510176	UNIFORM ALLOWANCE BLANKET - FIRE 2022	71352	01/18/2022	788.26
	1000-42-42100-515670-00000000-	BC1510357	UNIFORM ALLOWANCE BLANKET - FIRE 2022	71352	01/18/2022	800.00
	1000-42-42100-515670-00000000-	BC1511383	UNIFORM ALLOWANCE BLANKET - FIRE 2022	71352	01/18/2022	795.73
	1000-42-42100-515670-00000000-	BC1512459	UNIFORM ALLOWANCE BLANKET - FIRE 2022	71352	01/18/2022	799.85
	1000-42-42100-515670-00000000-	BC1513477	UNIFORM ALLOWANCE BLANKET - FIRE 2022	71352	01/18/2022	583.19
	1000-42-42100-515670-00000000-	BC1513478	UNIFORM ALLOWANCE BLANKET - FIRE 2022	71352	01/18/2022	800.00
	1000-42-42100-515670-00000000-	BC1513512	UNIFORM ALLOWANCE BLANKET - FIRE 2022	71352	01/18/2022	799.25
	1000-42-42100-515670-00000000-	BC1513490	UNIFORM ALLOWANCE BLANKET - FIRE 2022	71352	01/18/2022	799.85
	1000-42-42100-515670-00000000-	BC1511399	UNIFORM ALLOWANCE BLANKET - FIRE 2022	71352	01/18/2022	800.00
	1000-42-42100-515670-00000000-	BC1513591	UNIFORM ALLOWANCE BLANKET - FIRE 2022	71351	01/18/2022	13.00
	1000-42-42100-515670-00000000-	BC1513516	UNIFORM ALLOWANCE BLANKET - FIRE 2022	71352	01/18/2022	797.33
	1000-42-42100-515670-00000000-	BC1513480	UNIFORM ALLOWANCE BLANKET - FIRE 2022	71352	01/18/2022	798.71
	1000-42-42100-515670-00000000-	BC1513517	UNIFORM ALLOWANCE BLANKET - FIRE 2022	71352	01/18/2022	792.49
	1000-42-42100-515670-00000000-	BC1513580	UNIFORM ALLOWANCE BLANKET - FIRE 2022	71352	01/18/2022	798.46
	1000-42-42100-515670-00000000-	BC1513479	UNIFORM ALLOWANCE BLANKET - FIRE 2022	71352	01/18/2022	799.60
	1000-42-42100-515670-00000000-	BC1513509	UNIFORM ALLOWANCE BLANKET - FIRE 2022	71352	01/18/2022	800.00
	1000-42-42100-515670-00000000-	BC1514455	UNIFORM ALLOWANCE BLANKET - FIRE 2022	71351	01/18/2022	48.00
	1000-42-42100-515670-00000000-	BC1514408	UNIFORM ALLOWANCE BLANKET - FIRE 2022	71352	01/18/2022	799.32
	1000-42-42100-515670-00000000-	BC1514518	UNIFORM ALLOWANCE BLANKET - FIRE 2022	71352	01/18/2022	798.62
	1000-42-42100-515670-00000000-	BC1514400	UNIFORM ALLOWANCE BLANKET - FIRE 2022	71352	01/18/2022	799.83
	1000-42-42100-515670-00000000-	BC1514544	UNIFORM ALLOWANCE BLANKET - FIRE 2022	71352	01/18/2022	799.50
	1000-42-42100-515670-00000000-	BC1514525	UNIFORM ALLOWANCE BLANKET - FIRE 2022	71352	01/18/2022	789.07
	1000-42-42100-515670-00000000-	BC1515883	UNIFORM ALLOWANCE BLANKET - FIRE 2022	71352	01/18/2022	799.68
	1000-42-42100-515670-00000000-	BC1516708	UNIFORM ALLOWANCE BLANKET - FIRE 2022	71352	01/18/2022	400.00
	1000-42-42100-515670-00000000-	BC1517454	UNIFORM ALLOWANCE BLANKET - FIRE 2022	71352	01/18/2022	790.28
	1000-42-42100-515670-00000000-	BC1517516	UNIFORM ALLOWANCE BLANKET - FIRE 2022	71352	01/18/2022	799.55
	1000-42-42100-515670-00000000-	BC1517505	UNIFORM ALLOWANCE BLANKET - FIRE 2022	71352	01/18/2022	382.03
	1000-41-41100-515670-00000000-	020048608	CADET 2ND ORDER - FY 21 BLANKET PO	PCard	01/25/2022	(78.75)
	Total Paid by Vendor					22,122.49
GERALD L VINES	1000-43-00000-515370-00000000-	3892 1ST SESSION	INSTR. FOR DDC. 4HR. CLASS 011121 3892 1ST SESSION	71404	01/18/2022	100.00
	Total Paid by Vendor					100.00
GORRIE REGAN & ASSOCIATES	1000-53-53100-520500-00000000-	14501	HOSTED SIP LICENSE-GARAGE "M" - SOLE SOURCE	71446	01/20/2022	2,626.26
	Total Paid by Vendor					2,626.26
GOVERNORS CHOICE ANIMAL HOSPITAL INC	1000-50-00000-515160-00000000-	340465	BLANKET LISP/SPAY/NEUTER/RABIES/MEDICAL	71582	01/26/2022	240.00
	1000-50-00000-515164-00000000-	340465	BLANKET LISP/SPAY/NEUTER/RABIES/MEDICAL	71582	01/26/2022	493.20
	1000-50-00000-515160-00000000-	345937	BLANKET LISP/SPAY/NEUTER/RABIES/MEDICAL	71582	01/26/2022	325.00
	1000-50-00000-515162-00000000-	345937	BLANKET LISP/SPAY/NEUTER/RABIES/MEDICAL	71582	01/26/2022	410.00
	Total Paid by Vendor					1,468.20
GRAPHIC COLOR INC	1000-10-10200-515340-00000000-	00075775	POSTERS FOR MEDIA PROJECT	71583	01/26/2022	116.00
	Total Paid by Vendor					116.00
GRAYBAR ELECTRIC COMPANY	1000-14-14300-513010-00000000-	9324937597	SCORE BOARD JACKS SHOWERS CENTER 152801	71447	01/20/2022	18.49
	1000-14-14300-513010-00000000-	9324937590	MISC. LOCATIONS SPECIAL EVENTS POWER CORDS	71447	01/20/2022	311.52
	1000-14-14300-513010-00000000-	9324937594	ELECTRICAL REPAIRS MUSEUM OF ART WO#151648	71447	01/20/2022	76.98
	1000-14-14300-513010-00000000-	9325086004	ELECTRICAL REPAIRS MUSEUM OF ART WO#151648	71447	01/20/2022	76.98
	Total Paid by Vendor					483.97
GT DISTRIBUTORS OF GEORGIA	1000-41-41250-515340-00000000-	INV0882493	IRT MUNITIONS	71585	01/26/2022	5,077.50

	Total Paid by Vendor					5,077.50
HDR ENGINEERING INC	1000-74-74100-515370-PN200003-00003	1200402538	PROFES. SERVICES RENDERED FOR CREATION OF HIGH	71358	01/19/2022	26,449.23
	Total Paid by Vendor					26,449.23
HILL LAWMOWER & CHAINSAW CO	1000-51-00000-515340-00000000-	150019	BLANKET PURCHASE ORDMOWER BELTS/MISC REPAIR ITEMS	71450	01/20/2022	199.44
	Total Paid by Vendor					199.44
HILLS PET NUTRITION	1000-50-00000-515160-00000000-	241100093	BLANKET FOR DOG AND CAT FOOD	71586	01/26/2022	298.35
	Total Paid by Vendor					298.35
HOLSTON GASES INC	1000-42-42100-515340-00000000-	245870	BLANKET PURCHASE ORDER	71451	01/20/2022	54.96
	Total Paid by Vendor					54.96
HOME DEPOT USA INC	1000-12-12100-515340-00000000-	663679728	308 FOUNTAIN CIRCLE, 3RD FLOOR, B. SONS 427-5090	71588	01/26/2022	103.00
	1000-14-14310-515310-00000000-	663679710	GENERAL SERVICES JANITORIAL SUPPLYS FOR STOCK	71588	01/26/2022	271.30
	1000-14-14310-515310-00000000-	662166875	GENERAL SERVICES JANITORIAL SUPPLYS FOR STOCK	71588	01/26/2022	259.80
	1000-14-14310-515310-00000000-	662422468	GENERAL SERVICES JANITORIAL SUPPLYS FOR STOCK	71588	01/26/2022	4,883.42
	1000-14-14310-515310-00000000-	662687797	GENERAL SERVICES JANITORIAL SUPPLYS FOR STOCK	71588	01/26/2022	442.20
	1000-53-53100-515310-00000000-	661176420	JANITORIAL SUPPLIES	71587	01/26/2022	187.12
	Total Paid by Vendor					6,146.84
HON GROUP	1000-17-17100-515340-00000000-	1592292	HIWMBT INGN 2.0 BIG TALL RANDY SILK CHAIR	71589	01/26/2022	614.55
	Total Paid by Vendor					614.55
HUNTSVILLE UTILITIES	1000-14-14300-515460-00000000-	022022	2022 BLANKET - LEASE ITS SPACE FROM HSV UTILITIES	71360	01/18/2022	11,897.25
	1000-70-70200-515700-00000000-	2110100866351/20/22	UTILITY SERVICE FOR 620 PEARL AVE (BLANKET PO)	71453	01/24/2022	341.50
	1000-53-53200-515700-PK1051XX-	221010366948 1/20	ELECTRIC USAGE FOR GARAGE "D" (BLANKET)	71592	01/26/2022	57.68
	1000-53-53200-515700-PK1051XX-	221010366944 01/20	ELECTRIC USAGE FOR GARAGE "D" (BLANKET)	71592	01/26/2022	83.55
	1000-53-53200-515700-PK1051XX-	221010366951 01/20	ELECTRIC USAGE FOR GARAGE "D" (BLANKET)	71592	01/26/2022	58.46
	1000-53-53200-515700-PK1051XX-	221010366940 01/20	ELECTRIC USAGE FOR GARAGE "D" (BLANKET)	71592	01/26/2022	20.00
	1000-53-53200-515700-PK1051XX-	221010366946 01/20	ELECTRIC USAGE FOR GARAGE "D" (BLANKET)	71592	01/26/2022	537.91
	1000-53-53200-515700-PK1051XX-	221010366943 01/20	ELECTRIC USAGE FOR GARAGE "D" (BLANKET)	71592	01/26/2022	12.34
	1000-53-53200-515700-PK1057XX-	211010017379 1/22	SPRINKLER USAGE FOR GARAGES (BLANKET)	71592	01/26/2022	57.68
	1000-53-53200-515700-PK1040XX-	211010016211 1/20	SPRINKLER USAGE FOR GARAGES (BLANKET)	71592	01/26/2022	57.68
	1000-53-53200-515700-PK1020XX-	211010015965 01/20	SPRINKLER USAGE FOR GARAGES (BLANKET)	71592	01/26/2022	57.68
	1000-53-53200-515700-PK1010XX-	211010017379 01/22	ELECTRIC USAGE FOR GARAGES (BLANKET)	71592	01/26/2022	81.48
	Total Paid by Vendor					13,263.21
HYDRA SERVICE INC	1000-55-55300-513050-00000000-	152269	2 WEEK PUMP RENTAL FOR PWS CONSTRUCTION	71454	01/25/2022	1,800.00
	1000-55-55300-513050-00000000-	155072	PUMP RENTAL FOR PWS CONSTRUCTION	71593	01/26/2022	2,712.00
	1000-55-55300-513050-00000000-	155038	EQUIPMENT RENTAL FOR PWS CONST (SOLE SOURCE)	71593	01/26/2022	1,800.00
	Total Paid by Vendor					6,312.00
INDUSTRIAL CONTRACTOR SUPPLY LLC	1000-55-55400-515340-00000000-	50680	FY22 PWS MAINT/CONST BID ITEMS	71361	01/19/2022	552.21
	1000-55-55400-515340-00000000-	50655	FY22 PWS MAINT/CONST BID ITEMS	71361	01/19/2022	250.05
	1000-55-55400-515340-00000000-	50617	FY22 PWS MAINT/CONST BID ITEMS	71361	01/19/2022	53.88
	1000-55-55300-515340-00000000-	51613	FY22 PWS ALL MATERIAL (BLANKET PO)	71455	01/20/2022	283.90
	1000-55-55300-515340-00000000-	51599	FY22 PWS ALL MATERIAL (BLANKET PO)	71455	01/20/2022	172.84
	1000-55-55300-515340-00000000-	51629	FY22 PWS ALL MATERIAL (BLANKET PO)	71455	01/20/2022	49.58
	1000-55-55300-515340-00000000-	51609	FY22 PWS ALL MATERIAL (BLANKET PO)	71455	01/20/2022	263.10
	1000-55-55300-515340-00000000-	51604	FY22 PWS ALL MATERIAL (BLANKET PO)	71455	01/20/2022	58.75
	1000-55-55300-515340-00000000-	51630	FY22 PWS ALL MATERIAL (BLANKET PO)	71455	01/20/2022	1,320.34
	1000-55-55300-515340-00000000-	51591	FY22 PWS ALL MATERIAL (BLANKET PO)	71594	01/25/2022	156.51
	1000-55-55400-515340-00000000-	51638	FY22 PWS MAINT/CONST BID ITEMS	71594	01/25/2022	1,285.09
	1000-55-55400-515340-00000000-	#51605	FY22 PWS MAINT/CONST BID ITEMS	71594	01/25/2022	18.99
	1000-55-55400-515340-00000000-	51628	FY22 PWS MAINT/CONST BID ITEMS	71594	01/25/2022	53.88
	1000-55-55400-515340-00000000-	51602	FY22 PWS MAINT/CONST BID ITEMS	71594	01/25/2022	113.94
	1000-55-55300-515340-00000000-	51729	FY22 PWS ALL MATERIAL (BLANKET PO)	71594	01/26/2022	29.13
	1000-55-55300-515340-00000000-	51667	FY22 PWS ALL MATERIAL (BLANKET PO)	71594	01/26/2022	61.70
	1000-30-30100-515340-00000000-	51827	AAA BATTERIES FOR PARKS & RECREATION ADMIN.	71594	01/26/2022	28.32
	1000-55-55300-515340-00000000-	51802	FY22 PWS ALL MATERIAL (BLANKET PO)	71594	01/26/2022	185.10
	Total Paid by Vendor					4,937.31
INSIGHT PUBLIC SECTOR	1000-17-17400-520200-00000000-	1100901131	QUOTE 224365234 FIRE DEPT. GETAC K120 G2	71595	01/25/2022	15,224.40
	1000-17-17300-520200-00000000-	1100889909	QUOTE 224353534 FOR IT-TECHNICIAN SUPPLIES	71595	01/26/2022	425.98
	Total Paid by Vendor					15,650.38
INTERGRAPH CORPORATION	1000-17-17100-515250-00000000-	S22-0000261	SOLE SOURCE FIRE'S MPS SW YEARLY SUPPORT 2022-23	71457	01/20/2022	21,139.20
	Total Paid by Vendor					21,139.20
INTERNATIONAL DATA BASE CORP	1000-17-17100-515250-00000000-	SSC-IN160006	RES #21-1246 ANNUAL SUBSCRIPTION WITH BIDNET FN	71596	01/26/2022	2,900.00
	Total Paid by Vendor					2,900.00

JAKE MARSHALL SERVICE INC	1000-14-14300-513010-00000000-	HUNTSVILLE-439278	2022 BLANKET PO REPAIRS HONEYWELL	71459	01/20/2022	90.00
	1000-14-14300-513010-00000000-	Huntsville-439087	2022 BLANKET PO REPAIRS HONEYWELL	71599	01/25/2022	180.00
	1000-14-14300-513010-00000000-	Huntsville-439211	2022 BLANKET PO REPAIRS HONEYWELL	71599	01/26/2022	180.00
	Total Paid by Vendor					450.00
JERRY SANFORD BARCLAY ATTORNEY LAW	1000-43-00000-515370-00000000-	SUBJUDGE 1/11/22 AM	SUBJUDGE 1/11/22 MORNING	71600	01/26/2022	225.00
	Total Paid by Vendor					225.00
JOHN M DEBRO	1000-43-00000-515370-00000000-	SUBJUDGE 1/10/22 AM	SUBJUDGE 1/10/22 MORNING	71566	01/26/2022	405.00
	1000-43-00000-515370-00000000-	SUBJUDGE 1/10/22 AFT	SUBJUDGE 1/10/21 AFTERNOON	71566	01/26/2022	255.00
	Total Paid by Vendor					660.00
KNOLOGY OF HUNTSVILLE	1000-17-17100-515070-00000000-	019655053-010722	FY22 BLANKET PO FOR WOW SERVICES COH	71516	01/24/2022	63.98
	1000-17-17100-515070-00000000-	019658179-011322	FY22 BLANKET PO FOR WOW SERVICES COH	71516	01/24/2022	75.98
	1000-17-17100-515070-00000000-	019655054-010722	FY22 BLANKET PO FOR WOW SERVICES COH	71516	01/24/2022	70.98
	1000-17-17100-515070-00000000-	01957003 1/11/22	FY22 BLANKET PO FOR WOW SERVICES COH	71643	01/26/2022	5.61
	Total Paid by Vendor					216.55
KONICA MINOLTA BUSINESS SOLUTIONS USA INC	1000-17-17100-515250-00000000-	277494214	FY22 BLANKET PO KONICA MINOLTA COPIER SERVICES COH	71363	01/18/2022	7.31
	1000-17-17100-515250-00000000-	277493386	FY22 BLANKET PO KONICA MINOLTA COPIER SERVICES COH	71363	01/18/2022	25.45
	1000-17-17100-515250-00000000-	277493681	FY22 BLANKET PO KONICA MINOLTA COPIER SERVICES COH	71363	01/18/2022	157.20
	1000-17-17100-515250-00000000-	277493390	FY22 BLANKET PO KONICA MINOLTA COPIER SERVICES COH	71363	01/18/2022	214.12
	1000-17-17100-515250-00000000-	277493682	FY22 BLANKET PO KONICA MINOLTA COPIER SERVICES COH	71363	01/18/2022	108.80
	1000-17-17100-515250-00000000-	277494298	FY22 BLANKET PO KONICA MINOLTA COPIER SERVICES COH	71363	01/18/2022	31.93
	1000-17-17100-515250-00000000-	277493471	FY22 BLANKET PO KONICA MINOLTA COPIER SERVICES COH	71363	01/18/2022	12.00
	1000-17-17100-515250-00000000-	276886497	FY22 BLANKET PO KONICA MINOLTA COPIER SERVICES COH	71603	01/25/2022	12.00
	1000-17-17100-515250-00000000-	276886168	FY22 BLANKET PO KONICA MINOLTA COPIER SERVICES COH	71603	01/25/2022	4.29
	1000-17-17100-515250-00000000-	276886172	FY22 BLANKET PO KONICA MINOLTA COPIER SERVICES COH	71603	01/25/2022	117.91
	1000-17-17100-515250-00000000-	276886501	FY22 BLANKET PO KONICA MINOLTA COPIER SERVICES COH	71603	01/25/2022	224.47
	1000-17-17100-515250-00000000-	276886596	FY22 BLANKET PO KONICA MINOLTA COPIER SERVICES COH	71603	01/25/2022	22.64
	1000-17-17100-515250-00000000-	276886599	FY22 BLANKET PO KONICA MINOLTA COPIER SERVICES COH	71603	01/25/2022	78.49
	1000-17-17100-515250-00000000-	276886696	FY22 BLANKET PO KONICA MINOLTA COPIER SERVICES COH	71603	01/25/2022	27.90
	1000-17-17100-515250-00000000-	277252533	FY22 BLANKET PO KONICA MINOLTA COPIER SERVICES COH	71603	01/25/2022	225.10
	Total Paid by Vendor					1,269.61
KRONOS INC	1000-17-17100-515250-00000000-	11865361	SOLE SOURCE KRONOS SW SUPPORT SERVICES FOR WPC	71604	01/26/2022	3,785.60
Total Paid by Vendor						3,785.60
LEE COMPANY	1000-14-14300-513010-00000000-	00139795	2022 BLANKET - PLUMBING REPAIRS	71364	01/19/2022	2,152.50
	1000-14-14300-513010-00000000-	00101418	2022 BLANKET - PLUMBING REPAIRS	71364	01/19/2022	1,039.79
Total Paid by Vendor						3,192.29
LEES MAGIC TUNNEL	1000-50-00000-515340-00000000-	091521	VEHICLE DETAIL	71460	01/20/2022	155.00
Total Paid by Vendor						155.00
LIMESTONE COUNTY PROBATE JUDGE	1000-12-12200-515370-00000000-	OCTOBER 5, 2021	RECORDING OF LEGAL ITEMS W/LIMESTONE CTY	71414	01/19/2022	31.00
	1000-12-12200-515370-00000000-	OCTOBER 27, 2021	RECORDING OF LEGAL ITEMS W/LIMESTONE CTY	71414	01/19/2022	53.00
	1000-12-12200-515370-00000000-	NOVEMBER 15,2021	RECORDING OF LEGAL ITEMS W/LIMESTONE CTY	71414	01/19/2022	25.00
	1000-12-12200-515370-00000000-	JULY 15, 2021	RECORDING OF LEGAL ITEMS W/LIMESTONE CTY	71414	01/19/2022	25.00
	1000-12-12200-515370-00000000-	DECEMBER 16,2021	RECORDING OF LEGAL ITEMS W/LIMESTONE CTY	71414	01/19/2022	25.00
	Total Paid by Vendor					159.00
M & H FIRE AND SAFETY EQUIPMENT INC	1000-53-53200-513010-PK1030XX-	411213213	ANNUAL MAINT. & RECERTIFICATION	71607	01/26/2022	55.80
	1000-53-53200-513010-PK1040XX-	411213213	ANNUAL MAINT. & RECERTIFICATION	71607	01/26/2022	56.00
	1000-53-53200-513010-PK1020XX-	411213211	ANNUAL MAINT. & RECERTIFICATION	71607	01/26/2022	21.90
	1000-53-53200-513010-PK1040XX-	411213211	ANNUAL MAINT. & RECERTIFICATION	71607	01/26/2022	70.00
	1000-53-53200-513010-PK1040XX-	411213212	ANNUAL MAINT. & RECERTIFICATION	71607	01/26/2022	73.50
	1000-53-53200-513010-PK1040XX-	411213215	ANNUAL MAINT. & RECERTIFICATION	71607	01/26/2022	10.50
	1000-53-53200-513010-PK1040XX-	411213214	ANNUAL MAINT. & RECERTIFICATION	71607	01/26/2022	131.85
	Total Paid by Vendor					419.55
MADISON COUNTY	1000-41-41100-610000-00000000-00114	JANUARY 26, 2022	REIMB AGENCY FOR COMPUTER EQUIPMENT-2020 JAG GRANT	71608	01/27/2022	865.92
Total Paid by Vendor						865.92
MADISON COUNTY AUTO PARTS INC	1000-15-15100-513030-00000000-	230523	NAPA TRX DATE 011322	71365	01/19/2022	0.25
	1000-15-15100-513030-00000000-	230523	NAPA TRX DATE 011322	71365	01/19/2022	2.68
	1000-15-15100-513030-00000000-	230523	NAPA TRX DATE 011322	71365	01/19/2022	2.70
	1000-15-15100-513030-00000000-	230523	NAPA TRX DATE 011322	71365	01/19/2022	3.09
	1000-15-15100-513030-00000000-	230523	NAPA TRX DATE 011322	71365	01/19/2022	3.14
	1000-15-15100-513030-00000000-	230523	NAPA TRX DATE 011322	71365	01/19/2022	4.75
	1000-15-15100-513030-00000000-	230523	NAPA TRX DATE 011322	71365	01/19/2022	5.29
	1000-15-15100-513030-00000000-	230523	NAPA TRX DATE 011322	71365	01/19/2022	6.22

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	1000-15-15100-513030-00000000-	230569	NAPA TRX DATE 011422	71609	01/25/2022	158.01
	1000-15-15100-513030-00000000-	230569	NAPA TRX DATE 011422	71609	01/25/2022	165.13
	1000-15-15100-513030-00000000-	230569	NAPA TRX DATE 011422	71609	01/25/2022	176.32
	1000-15-15100-513030-00000000-	230569	NAPA TRX DATE 011422	71609	01/25/2022	188.21
	1000-15-15100-513030-00000000-	230569	NAPA TRX DATE 011422	71609	01/25/2022	193.89
	1000-15-15100-513030-00000000-	230569	NAPA TRX DATE 011422	71609	01/25/2022	212.04
	1000-15-15100-513030-00000000-	230569	NAPA TRX DATE 011422	71609	01/25/2022	214.80
	1000-15-15100-513030-00000000-	230569	NAPA TRX DATE 011422	71609	01/25/2022	250.56
	1000-15-15100-513030-00000000-	230569	NAPA TRX DATE 011422	71609	01/25/2022	270.10
	1000-15-15100-513030-00000000-	230569	NAPA TRX DATE 011422	71609	01/25/2022	312.45
	1000-15-15100-513030-00000000-	230569	NAPA TRX DATE 011422	71609	01/25/2022	335.71
	1000-15-15100-513030-00000000-	230569	NAPA TRX DATE 011422	71609	01/25/2022	379.92
	1000-15-15100-513030-00000000-	230569	NAPA TRX DATE 011422	71609	01/25/2022	432.42
	1000-15-15100-513030-00000000-	230569	NAPA TRX DATE 011422	71609	01/25/2022	4,154.56
	1000-15-15100-513030-00000000-	230608	NAPARETURTRAN 011422	71609	01/25/2022	(144.00)
	1000-15-15100-513030-00000000-	230608	NAPARETURTRAN 011422	71609	01/25/2022	(54.00)
	1000-15-15100-513030-00000000-	230608	NAPARETURTRAN 011422	71609	01/25/2022	(18.00)
	Total Paid by Vendor					35,893.06
MARK B HASTINGS	1000-43-00000-515370-00000000-	3889 1ST SESSION	INSTR. FOR DDC ADD CLASS 011322 3889 1ST SESSION	71357	01/18/2022	105.00
	Total Paid by Vendor					105.00
MARSH USA, INC	1000-19-00000-515220-00000000-	1741621	POLYGRAPH BOND L. MCDANIEL	71362	01/18/2022	100.00
	1000-19-00000-515220-00000000-	1747882	NOTARY BOND - D. THOMPSON	71458	01/20/2022	50.00
	1000-19-00000-515220-00000000-	1751452	NOTARY BOND K. TURNER-FORD	71598	01/25/2022	50.00
	1000-19-00000-515220-00000000-	1752073	NOTARY BOND FOR BRIAN DOSS	71598	01/26/2022	50.00
	1000-19-00000-515220-00000000-	1752231	NOTARY BOND FOR CINDY GREEN	71598	01/26/2022	50.00
	Total Paid by Vendor					300.00
MARY DANIELS	1000-19-00000-515190-00000000-	CLAIM FY22-029	SETTLEMENT OF CLAIM FY22-029	71610	01/25/2022	400.00
	Total Paid by Vendor					400.00
MAUREEN K COOPER LLC	1000-16-16100-515370-00000000-	JANUARY 13, 2022	HEARING OFFICER SERVICES FOR DISCIPLINARY HEARING	71463	01/25/2022	1,100.00
	Total Paid by Vendor					1,100.00
MCKESSON MEDICAL SURGICAL GOVERNMENT	1000-42-42100-515340-00000000-	18978737	AED DEFIBRILLATORS BATTERIES	71611	01/26/2022	290.55
	1000-42-42100-515340-00000000-	18984155	AED DEFIBRILLATORS BATTERIES	71611	01/26/2022	1,301.40
	Total Paid by Vendor					1,591.95
MICHELE T HATCHER CHAPTER 13 TRUSTEE	1000-00-00000-210180-00000000-	251792	Payroll Run 1 - Warrant 220123	71538	01/28/2022	8,717.00
	Total Paid by Vendor					8,717.00
MICHIGAN STATE DISBURSEMENT UNIT	1000-00-00000-210180-00000000-	251805	Payroll Run 1 - Warrant 220123	71539	01/28/2022	332.64
	Total Paid by Vendor					332.64
MID-SOUTH WATER LLC	1000-14-14300-515370-00000000-	6787	2022 BLANKET PO CHEMICAL WATER TREATMENT FOR CHIL	71612	01/26/2022	880.25
	Total Paid by Vendor					880.25
MR ROOTER PLUMBING	1000-00-00000-610039-00000000-	441597	REPAIRED PINHOLE BY CHECK VALVE ON RECIR. SYSTEMS	71369	01/19/2022	38.50
	Total Paid by Vendor					38.50
NATIONWIDE RETIREMENT SOLUTIONS	1000-00-00000-210220-00000000-	NATIONWDE CON 220109	NATIONWIDE CONTRIBUTIONS WARR 220109	71323	01/18/2022	291,934.51
	1000-00-00000-210220-00000000-	NATIONWDE CON 220123	NATIONWIDE CONTRIBUTIONS 220123	71644	01/27/2022	94,634.51
	Total Paid by Vendor					386,569.02
NEXAIR LLC	1000-55-55400-515340-00000000-	0009480154	FY22 CYLINDER MAINTENANCE BLANKET	71468	01/24/2022	125.14
	Total Paid by Vendor					125.14
NORFOLK SOUTHERN RAILWAY COMPANY	1000-14-14300-515460-00000000-	022022	2022 BLANKET LEASE AGREEMENT CLEVELAND AVE.	71371	01/18/2022	9,441.69
	Total Paid by Vendor					9,441.69
NYS CHILD SUPPORT PROCESSING (SDU)	1000-00-00000-210180-00000000-	251791	Payroll Run 1 - Warrant 220123	71540	01/28/2022	11.53
	Total Paid by Vendor					11.53
OFFICE PRIDE OF NORTH ALABAMA INC	1000-14-14310-515370-00000000-	INV-59890	2022 BLANKET PO JANITORIAL SERVICES	71372	01/18/2022	412.59
	1000-14-14310-515370-00000000-	INV-64950	2022 BLANKET PO JANITORIAL SERVICES	71372	01/18/2022	95.37
	1000-14-14310-515370-00000000-	INV-64949	2022 BLANKET PO JANITORIAL SERVICES	71372	01/18/2022	446.25
	1000-14-14310-515370-00000000-	INV-64948	2022 BLANKET PO JANITORIAL SERVICES	71372	01/18/2022	988.89
	1000-14-14310-515370-00000000-	INV-64972	2022 BLANKET PO JANITORIAL SERVICES	71372	01/18/2022	35.70
	1000-14-14310-515370-00000000-	INV-64979	2022 BLANKET PO JANITORIAL SERVICES	71372	01/18/2022	150.00
	1000-14-14310-515370-00000000-	INV-64977	2022 BLANKET PO JANITORIAL SERVICES	71372	01/18/2022	150.00
	1000-14-14310-515370-00000000-	INV-64978	2022 BLANKET PO JANITORIAL SERVICES	71372	01/18/2022	150.00
	1000-14-14310-515370-00000000-	INV-65128	2022 BLANKET PO JANITORIAL SERVICES	71372	01/18/2022	150.00
	1000-14-14310-515370-00000000-	INV-65129	2022 BLANKET PO JANITORIAL SERVICES	71372	01/18/2022	150.00

	1000-14-14310-515370-00000000-	INV-65131	2022 BLANKET PO JANITORIAL SERVICES	71372	01/18/2022	150.00
	Total Paid by Vendor					2,878.80
PARK SUPPLY COMPANY INC	1000-14-14300-513010-00000000-	S2102339.001	2022 BLANKET PO - 25% OFF NOT LISTED ON CONTRACT	71373	01/18/2022	26.94
	1000-14-14300-513010-00000000-	S2103171.001	2022 BLANKET PO - 25% OFF NOT LISTED ON CONTRACT	71373	01/18/2022	39.45
	1000-14-14300-513010-00000000-	S2103261.001	2022 BLANKET PO - 25% OFF NOT LISTED ON CONTRACT	71373	01/18/2022	95.03
	1000-14-14300-513010-00000000-	S2103945.001	2022 BLANKET PO - 25% OFF NOT LISTED ON CONTRACT	71373	01/18/2022	35.16
	1000-14-14300-513010-00000000-	S2104367.001	2022 BLANKET PO - 25% OFF NOT LISTED ON CONTRACT	71373	01/18/2022	44.60
	1000-14-14300-513010-00000000-	S2100825.001	2022 BLANKET PO - 25% OFF NOT LISTED ON CONTRACT	71373	01/18/2022	750.00
	1000-14-14300-513010-00000000-	S2105962.001	2022 BLANKET PO - 25% OFF NOT LISTED ON CONTRACT	71472	01/24/2022	66.90
	1000-14-14300-513010-00000000-	S2105533.001	2022 BLANKET PO - 25% OFF NOT LISTED ON CONTRACT	71472	01/24/2022	89.20
	1000-14-14300-513010-00000000-	S2102005.001	2022 BLANKET PO - 25% OFF NOT LISTED ON CONTRACT	71472	01/24/2022	460.00
	1000-14-14300-515610-00000000-	S2106142.001	2022 BLANKET PO TOOLS - 25% OFF NOT LISTED CONTRA	71617	01/26/2022	75.95
	1000-14-14300-513010-00000000-	S2106146.001	2022 BLANKET PO - 25% OFF NOT LISTED ON CONTRACT	71617	01/26/2022	33.49
	1000-14-14300-513010-00000000-	S2106455.001	2022 BLANKET PO - 25% OFF NOT LISTED ON CONTRACT	71617	01/26/2022	12.57
	Total Paid by Vendor					1,729.29
PARKS & RECREATION YOUTH ATHLETIC LEAGUES	1000-30-30600-515520-00000000-	HSV. LAKEWOOD 011022	BLANKET-LAKEWOOD LEAGUE SUBSIDIES	71434	01/24/2022	3,550.00
	Total Paid by Vendor					3,550.00
PATRICK HOOD	1000-51-00000-515340-00000000-	110131	PHOTOS FOR HISTORIC GRAVES/GLENWOOD CEMETERY	71473	01/24/2022	1,000.00
	Total Paid by Vendor					1,000.00
PCARD PAYMENTS	1000-41-41204-515790-00000000-	251377	GREG HAYDEN- LOUISVILLE, KY- HOTEL	PCard	01/17/2022	1,454.33
	1000-14-14300-515610-00000000-	251378	TOOLS PURCHASED FOR D FULLER TO BE USED ACROSS THE	PCard	01/17/2022	98.97
	1000-14-14300-515610-00000000-	251379	TOOLS PURCHASED FOR D FULLER FOR USE ACROSS THE CI	PCard	01/17/2022	139.00
	1000-14-14300-513010-00000000-	251381	MATERIALS PURCHASED TO ADD NEW WEATHER STRIPPING O	PCard	01/17/2022	27.00
	1000-41-41100-515340-00000000-	251382	GILES- FBINAA MEMBERSHIP RENEWAL	PCard	01/17/2022	110.00
	1000-41-41100-515340-00000000-	251383	IZZO- FBINAA MEMBERSHIP RENEWAL	PCard	01/17/2022	110.00
	1000-41-41100-515340-00000000-	251384	MCCARVER- FBINAA MEMBERSHIP RENEWAL	PCard	01/17/2022	110.00
	1000-41-41204-515340-00000000-	251385	COLD CASE RESEARCH	PCard	01/17/2022	792.00
	1000-53-53200-515340-00000000-	251386	THE HOME DEPOT #0804 PIPE FOR PARKING METERS	PCard	01/17/2022	132.84
	1000-53-53200-515340-00000000-	251387	THE HOME DEPOT #0804 BLADES & SUPPLIES FOR METER R	PCard	01/17/2022	175.89
	1000-53-53100-515310-00000000-	251388	THE HOME DEPOT 804 JANITORIAL SUPPLIES FOR GARAGE	PCard	01/17/2022	421.22
	1000-14-14300-513010-00000000-	251389	MATERIALS PURCHASED TO REPLACE LIGHT BULBS PER WO	PCard	01/17/2022	50.49
	1000-10-00000-515790-00000000-	251390	DELTA AIR - BATTLE ORLANDO FL TRIP 2022	PCard	01/17/2022	388.20
	1000-41-41250-515790-00000000-	251391	KEVIN LAMBERT- HUNTSVILLE, AL- REGISTRATION	PCard	01/17/2022	574.00
	1000-55-55400-515340-00000000-	251394	THE HOME DEPOT #0888--- CONCRETE MIX, RATCHET TIE-	PCard	01/17/2022	27.51
	1000-74-74100-515340-PN200003-00003	251395	AMPO MEMBERSHIP DUES 1/1/2022 - 6/30/2022	PCard	01/17/2022	885.88
	1000-13-13100-515340-00000000-	251397	PRESSURE SEAL BALNK FOR W2 -TYLER BUSINESS FORMS F	PCard	01/18/2022	179.30
	1000-43-00000-515340-00000000-	251398	AMZN Mktp US / 2022 LABEL FOR MAGISTRATE OFFICE	PCard	01/18/2022	80.00
	1000-42-42100-515340-00000000-	251399	AL LICENSE PAYMENT 2 YEAR RENEWAL FOR BRIAN S ROT	PCard	01/19/2022	14.00
	Total Paid by Vendor					5,770.63
PIONEER CREDIT RECOVERY INC	1000-00-00000-210180-00000000-	251807	Payroll Run 1 - Warrant 220123	71541	01/28/2022	110.40
	Total Paid by Vendor					110.40
PORTER ROOFING CONTRACTORS INC	1000-14-14300-513010-00000000-	13051	2022 BLANKET PO - ROOF REPAIRS	71375	01/18/2022	182.82
	Total Paid by Vendor					182.82
PRO ELECTRIC INC	1000-14-14300-513010-00000000-	W43139	2022 BLANKET PO FOR ELECTRICAL	71376	01/18/2022	195.45
	1000-14-14300-513010-00000000-	W43126	2022 BLANKET PO FOR ELECTRICAL	71376	01/18/2022	1,609.09
	1000-14-14300-513010-00000000-	W71564	2022 BLANKET PO BALLFIELD LIGHT REPAIRS	71376	01/18/2022	2,992.65
	1000-14-14300-513010-00000000-	W71567	2022 BLANKET PO BALLFIELD LIGHT REPAIRS	71376	01/18/2022	1,072.50
	1000-14-14300-513010-00000000-	W43136	2022 BLANKET PO FOR ELECTRICAL	71620	01/26/2022	4,271.95
	1000-14-14300-513010-00000000-	W43130	2022 BLANKET PO FOR ELECTRICAL	71620	01/26/2022	1,942.66
	1000-14-14300-513010-00000000-	W71561	2022 BLANKET PO BALLFIELD LIGHT REPAIRS	71620	01/26/2022	548.52
	Total Paid by Vendor					12,632.82
PRO-AIR SERVICES INC	1000-14-14300-513010-00000000-	99069	2022 BLANKET PO HVAC REPAIRS	71377	01/18/2022	648.00
	1000-14-14300-513010-00000000-	99067	2022 BLANKET PO HVAC REPAIRS	71377	01/18/2022	952.00
	1000-14-14300-513010-00000000-	99066	2022 BLANKET PO HVAC REPAIRS	71377	01/18/2022	442.00
	1000-14-14300-513010-00000000-	99070	2022 BLANKET PO HVAC REPAIRS	71377	01/18/2022	216.00
	1000-14-14300-513010-00000000-	99068	2022 BLANKET PO HVAC REPAIRS	71377	01/18/2022	216.00
	1000-14-14300-513010-00000000-	99047	2022 BLANKET PO HVAC REPAIRS	71377	01/19/2022	268.85
	1000-14-14300-513010-00000000-	99115	2022 BLANKET PO HVAC REPAIRS	71621	01/26/2022	136.00
	1000-14-14300-513010-00000000-	99114	2022 BLANKET PO HVAC REPAIRS	71621	01/26/2022	365.24
	1000-14-14300-513010-00000000-	99113	2022 BLANKET PO HVAC REPAIRS	71621	01/26/2022	216.00
	1000-14-14300-513010-00000000-	99111	2022 BLANKET PO HVAC REPAIRS	71621	01/26/2022	444.37

	1000-14-14300-513010-00000000-	99112	2022 BLANKET PO HVAC REPAIRS	71621	01/26/2022	760.23
	1000-14-14300-513010-00000000-	99116	2022 BLANKET PO HVAC REPAIRS	71621	01/26/2022	1,473.55
	Total Paid by Vendor					6,138.24
REFUND PAYMENTS	1000-00-00000-130205-00000000-	REFUND 48546	#48546 REFUND FOR OVER PYMENT OF RENTAL TAX	71379	01/18/2022	719.74
	1000-30-30604-422170-00000000-	REFUND 68850	ACTIVITY CANCELLED DUE TO COVID	71378	01/19/2022	120.00
	1000-12-00000-410100-00000000-	REFUND #014	REFUND #014-TAXPAYER PUR. RENEWAL BASED LIC	71481	01/24/2022	1,505.61
	1000-00-00000-130205-00000000-	REFUND #48546	#48546 REFUND FOR OVRPAYMENT OF USE TAX	71482	01/24/2022	2,458.46
	1000-00-00000-130205-00000000-	REFUND #46819	#46819 REFUND OVERPYMNT LODGING,SALES,&CONSUM. TAX	71484	01/24/2022	159.76
	1000-00-00000-130205-00000000-	REFUND #46819	#46819 REFUND OVERPYMNT LODGING,SALES,&CONSUM. TAX	71484	01/24/2022	1,171.58
	1000-00-00000-130205-00000000-	REFUND #46819	#46819 REFUND OVERPYMNT LODGING,SALES,&CONSUM. TAX	71484	01/24/2022	27,300.74
	1000-12-00000-410100-00000000-	REFUND #461	REFUND #461 TAX PAYER OVERPAYMNT OF TOBACCO TAX	71478	01/24/2022	18.40
	1000-12-00000-410100-00000000-	REFUND #462	REFUND#462 TAXPAYER REMITTED SALES TAX THAT WAS EX	71483	01/24/2022	12,330.85
	1000-12-00000-410100-00000000-	REFUND #008	REFUND #008-TAXPAYER BUS. LIC BASED ON POLICY REN	71479	01/24/2022	1,131.09
	1000-12-00000-410100-00000000-	REFUND #011	REFUND #011-TAXPAYER PURCHASED BUS. LICENSE	71480	01/24/2022	1,143.56
	1000-12-00000-410100-00000000-	REFND CASE FILE #010	REFUND CASE FILE #010	71626	01/26/2022	1,392.96
	Total Paid by Vendor					49,452.75
REGIONS BANK	1000-00-00000-210250-00000000-	01/23 FSA MED/DEP	220123 FSA MED/DEP CARE BI-WKLY PR WIRE	71517	01/27/2022	2,573.74
	1000-00-00000-210260-00000000-	01/23 FSA MED/DEP	220123 FSA MED/DEP CARE BI-WKLY PR WIRE	71517	01/27/2022	21,153.29
	Total Paid by Vendor					23,727.03
REPUBLIC SERVICES INC	1000-14-14310-515370-00000000-	0979-000947120	2022 BLANKET REFUSE SERVICES	71485	01/24/2022	1,245.00
	Total Paid by Vendor					1,245.00
RETIREMENT SYSTEMS OF ALABAMA	1000-00-00000-210160-00000000-	RSA EE/ER CST 220123	RSA EMPLOYEE AND EMPLOYER CONTRIBUTIONS 220123	71645	01/27/2022	1,006,274.82
	Total Paid by Vendor					1,006,274.82
ROCKET CITY FEDERAL CREDIT UNION	1000-14-14300-515460-00000000-	022022	2022 BLANKET PO LEASE FOR FIRE SUPPLY SPACE	71381	01/18/2022	8,000.00
	Total Paid by Vendor					8,000.00
S&S WORLDWIDE INC	1000-30-30200-515520-00000000-	IN100860714	FALL FESTIVAL GAMES FOR FACILITIES	71385	01/18/2022	383.24
	1000-30-30200-515520-00000000-	IN100887957	FALL FESTIVAL GAMES FOR FACILITIES	71385	01/18/2022	154.00
	1000-30-30201-515520-00000000-	IN100926301	ARTS & CRAFTS FOR SR. SOCIAL PROG. @ SHURNEY LC	71489	01/24/2022	39.66
	Total Paid by Vendor					576.90
SAFWARE INC	1000-42-42100-515340-00000000-	3943798	GLOVES FOR TRAINING	71628	01/26/2022	228.60
	Total Paid by Vendor					228.60
SCOTT LIGHTING SUPPLY CO	1000-14-14300-513010-00000000-	120202	2022 BLANKET PO -ELECTRICAL ITEMS	71387	01/18/2022	7.79
	1000-14-14300-513010-00000000-	120273	2022 BLANKET PO -ELECTRICAL ITEMS	71387	01/18/2022	22.00
	1000-14-14300-513010-00000000-	120417	2022 BLANKET PO -ELECTRICAL ITEMS	71387	01/18/2022	56.98
	1000-14-14300-513010-00000000-	120283	2022 BLANKET PO -ELECTRICAL ITEMS	71387	01/18/2022	15.00
	1000-14-14300-513010-00000000-	120389	2022 BLANKET PO -ELECTRICAL ITEMS	71387	01/18/2022	54.60
	1000-14-14300-513010-00000000-	120378	2022 BLANKET PO -ELECTRICAL ITEMS	71387	01/18/2022	56.16
	1000-14-14300-513010-00000000-	120391	2022 BLANKET PO -ELECTRICAL ITEMS	71387	01/18/2022	45.85
	1000-14-14300-513010-00000000-	120298	2022 BLANKET PO -ELECTRICAL ITEMS	71387	01/18/2022	230.70
	1000-14-14300-513010-00000000-	120277	2022 BLANKET PO -ELECTRICAL ITEMS	71387	01/18/2022	171.75
	1000-14-14300-513010-00000000-	120463	2022 BLANKET PO -ELECTRICAL ITEMS	71492	01/20/2022	52.88
	1000-14-14300-513010-00000000-	120423	2022 BLANKET PO -ELECTRICAL ITEMS	71492	01/24/2022	93.00
	1000-14-14300-513010-00000000-	120549	2022 BLANKET PO -ELECTRICAL ITEMS	71629	01/26/2022	177.00
	1000-14-14300-513010-00000000-	120422-2	2022 BLANKET PO -ELECTRICAL ITEMS	71629	01/26/2022	165.32
	1000-14-14300-513010-00000000-	119944	2022 BLANKET PO -ELECTRICAL ITEMS	71629	01/26/2022	164.50
	1000-14-14300-513010-00000000-	120094	2022 BLANKET PO -ELECTRICAL ITEMS	71629	01/26/2022	384.75
	Total Paid by Vendor					1,698.28
SEAN S SUDER	1000-74-74100-515370-00000000-	10157	PROFESSIONAL/CON. SERVICES RENDERED ZOINING CODE	71388	01/19/2022	1,500.00
	Total Paid by Vendor					1,500.00
SERVICEWEAR APPAREL	1000-14-14300-515670-00000000-	0044021307	UNIFORMS-GENERAL SERVICES (BLANKET)	71631	01/26/2022	26.48
	Total Paid by Vendor					26.48
SEXTON WELDING SUPPLY	1000-14-14300-513010-00000000-	3402995	BLANKET 2022 CYLINDER RENTAL FOR GASES	71389	01/18/2022	44.00
	Total Paid by Vendor					44.00
SHADOW DRAGON FEDERAL LLC	1000-41-41110-515340-00000000-	01990	SOLE SOURCE- SOCIALNET IDENTITY SOFTWARE	71632	01/26/2022	3,400.00
	Total Paid by Vendor					3,400.00
SHARP COMMUNICATION INC.	1000-14-14300-513010-00000000-	INV4050000091	2022 BLANKET REPAIRS CAMERAS & CCTV	71494	01/20/2022	75.00
	1000-14-14300-513010-00000000-	INV4050000092	2022 BLANKET REPAIRS CAMERAS & CCTV	71494	01/20/2022	75.00
	1000-41-41100-515340-00000000-	80077040	LIGHTBAR MAINTENANCE-BLANKET PO	71494	01/24/2022	1,680.00
	1000-14-14300-513010-00000000-	INV4050000087	2022 BLANKET REPAIRS CAMERAS & CCTV	71494	01/24/2022	475.00
	Total Paid by Vendor					2,305.00
SITEONE LANDSCAPE SUPPLY HOLDING LLC	1000-55-55400-515340-00000000-	115615731-001	IRRIGATION SUPPLIES FOR PWS MAINT STOCK	71390	01/18/2022	502.95

	1000-52-52200-515340-00000000-	115472526-001	SUPPLIES FOR FORESTRY	71496	01/24/2022	797.59
	Total Paid by Vendor					1,300.54
SMALL CLAIMS COURT OF MADISON COUNTY	1000-00-00000-210180-00000000-	251798	Payroll Run 1 - Warrant 220123	71533	01/28/2022	443.01
	Total Paid by Vendor					443.01
SOUTHERN COMMUNICATIONS INC	1000-17-17100-515070-00000000-	10741764	FY22 BLANKET PO 17-610 SOLE SOURCE O&M LTE SLINC	71391	01/18/2022	16,000.00
	1000-17-17100-515070-00000000-	10740909	FY22 BLANKET PO SOUTHERNLINC PTT COH	71391	01/18/2022	1,098.16
	Total Paid by Vendor					17,098.16
SPHERION STAFFING LLC	1000-53-53200-501010-00000000-	RL2587968	BLANKET PO ,TEMPORARY STAFFING	71392	01/18/2022	321.30
	1000-50-00000-515370-00000000-	RL2574640	BLANKET WAGES FOR TEMP EMPLOYEES	71500	01/24/2022	1,142.13
	1000-50-00000-515370-00000000-	RL2586194	BLANKET WAGES FOR TEMP EMPLOYEES	71500	01/24/2022	1,612.16
	1000-50-00000-515370-00000000-	RL2592285	BLANKET WAGES FOR TEMP EMPLOYEES	71500	01/24/2022	1,659.33
	1000-50-00000-515370-00000000-	RL2580514	BLANKET WAGES FOR TEMP EMPLOYEES	71500	01/24/2022	985.31
	1000-53-53200-501010-00000000-	RL2593914	BLANKET PO ,TEMPORARY STAFFING	71500	01/24/2022	489.60
	Total Paid by Vendor					6,209.83
SQUARE PROPERTIES 200 LLC	1000-14-14300-515460-00000000-	022022	2022 BLANKET PO GIS 200 WEST SIDE SQUARE LEASE	71393	01/18/2022	9,520.56
	Total Paid by Vendor					9,520.56
STAPLES INC	1000-75-75100-515340-00000000-	3496585078	M.MILLS/2100 CLINTON AVE, HSV. AL/256-427-5563	71394	01/18/2022	77.99
	1000-72-00000-515340-00000000-	3496585079	INSPECTION DEPT 320 FOUNTAIN CIR S MIZE 427-5337	71394	01/18/2022	341.84
	1000-52-52100-515340-00000000-	3496585080	H SPIER 3242 LEEMAN FERRY ROAD 256-564-8042	71394	01/18/2022	64.41
	1000-52-52600-515340-00000000-	3496585080	H SPIER 3242 LEEMAN FERRY ROAD 256-564-8042	71394	01/18/2022	200.56
	1000-52-52100-515340-00000000-	3496585082	H SPIER 3242 LEEMAN FERRY ROAD 256-564-8042	71394	01/18/2022	46.49
	1000-14-14300-515340-00000000-	3496585083	615 WASHINGTON ST. 35801 256-427-5663 D STOREY	71394	01/18/2022	16.26
	1000-42-42100-515340-00000000-	3496585086	OFFICE SUPPLIES PREVENTION AND SUPPLY	71394	01/18/2022	329.52
	1000-70-70200-515340-00000000-	2228615971	LAMINATING PUBLIC NUISANCE SIGNS	71395	01/18/2022	52.00
	Total Paid by Vendor					1,129.07
STATE SYSTEMS INC	1000-53-53200-513010-PK1010XX-	147890094	MONTHLY MAINTENANCE/MONITORING SERVICE-BLANKET PO	71396	01/19/2022	76.50
	1000-53-53200-513010-PK1020XX-	147890094	MONTHLY MAINTENANCE/MONITORING SERVICE-BLANKET PO	71396	01/19/2022	86.50
	1000-53-53200-513010-PK1030XX-	147890094	MONTHLY MAINTENANCE/MONITORING SERVICE-BLANKET PO	71396	01/19/2022	936.50
	1000-53-53200-513010-PK1040XX-	147890094	MONTHLY MAINTENANCE/MONITORING SERVICE-BLANKET PO	71396	01/19/2022	106.50
	1000-53-53200-513010-PK1010XX-	147892587	MONTHLY MAINTENANCE/MONITORING SERVICE-BLANKET PO	71396	01/19/2022	76.50
	1000-53-53200-513010-PK1020XX-	147892587	MONTHLY MAINTENANCE/MONITORING SERVICE-BLANKET PO	71396	01/19/2022	86.50
	1000-53-53200-513010-PK1030XX-	147892587	MONTHLY MAINTENANCE/MONITORING SERVICE-BLANKET PO	71396	01/19/2022	936.50
	1000-53-53200-513010-PK1040XX-	147892587	MONTHLY MAINTENANCE/MONITORING SERVICE-BLANKET PO	71396	01/19/2022	106.50
	1000-14-14300-513010-00000000-	147886994	2022 BLANKET FOR REPAIRS	71634	01/26/2022	199.50
	1000-14-14300-513010-00000000-	147885852	2022 BLANKET FOR REPAIRS	71634	01/26/2022	199.50
	Total Paid by Vendor					2,811.00
STRICKLAND COMPANIES	1000-55-55100-515340-00000000-	HU875835-00	COPY PAPER FOR OFFICE USE	71635	01/26/2022	6.40
	1000-55-55100-515340-00000000-	HU875835-00	COPY PAPER FOR OFFICE USE	71635	01/26/2022	217.20
	Total Paid by Vendor					223.60
SUBURBAN PROPANE CO	1000-42-42100-515340-00000000-	7521-031568123021	PROPANE FOR AL FIRE COLLEGE BURN TRAILER	71397	01/18/2022	65.12
	1000-14-14100-515700-00000000-	7521-031584-011022	PROPANE DELIVERED FS# 4 & 13	71504	01/20/2022	541.78
	1000-14-14100-515700-00000000-	7521-031584-010522	PROPANE DELIVERED FS# 4 & 13	71504	01/20/2022	438.46
	1000-14-14100-515700-00000000-	7521-031584-122221	PROPANE DELIVERED FS# 4 & 13	71504	01/20/2022	883.35
	1000-14-14100-515700-00000000-	7521-031584011222	2022 BLANKET PO FIRE STATIONS & MAPLE HILL PROPAN	71636	01/26/2022	546.58
	1000-14-14100-515700-00000000-	7521-031584011922	2022 BLANKET PO FIRE STATIONS & MAPLE HILL PROPAN	71636	01/26/2022	463.80
	Total Paid by Vendor					2,939.09
TELEDYNE ADVANCED POLLUTION INSTRUMENTATION INC	1000-73-73200-520500-00000000-	5020513979	AMBIENT AIRMONITORING EQUIPMENT	71637	01/26/2022	15,300.00
	Total Paid by Vendor					15,300.00
TENNESSEE CHILD SUPPORT ENFORCEMENT SYSTEM	1000-00-00000-210180-00000000-	251795	Payroll Run 1 - Warrant 220123	71542	01/28/2022	734.75
	Total Paid by Vendor					734.75
TENNESSEE VALLEY FENCE INC	1000-14-14300-513010-00000000-	R-20729	2022 BLANKET AUTOMATIC GATE OPERATOR REPAIRS	71505	01/24/2022	100.00
	1000-14-14300-513010-00000000-	C-23570	2022 BLANKET AUTOMATIC GATE OPERATOR REPAIRS	71505	01/24/2022	100.00
	Total Paid by Vendor					200.00
THE WW WILLIAMS COMPANY LLC	1000-53-53200-513010-PK1020XX-	022W10954.02	SERVICE ON GENERATOR @ GARAGES "M","O", & "T"	71412	01/19/2022	194.00
	1000-53-53200-513010-00000000-	022W10957.02	SERVICE ON GENERATOR @ GARAGES "M","O", & "T"	71412	01/19/2022	194.00
	1000-53-53200-513010-PK1040XX-	022W10959.02	SERVICE ON GENERATOR @ GARAGES "M","O", & "T"	71412	01/19/2022	216.00
	Total Paid by Vendor					604.00
THOMSON REUTERS - WEST	1000-18-00000-515340-00000000-	6144933612	BLANKET - WESTLAW NEXT	71399	01/18/2022	32.80
	1000-18-00000-515340-00000000-	845625156	BLANKET - WESTLAW NEXT	71399	01/19/2022	3,433.35
	1000-18-00000-515340-00000000-	845696966	BLANKET - WESTLAW NEXT	71399	01/19/2022	65.60
	Total Paid by Vendor					3,531.75

	TIMOTHY A WILLIS	1000-43-00000-515370-00000000-	3893 1ST SESSION	INSTR. FOR DDC 4HR. CLASS 011922 3893 1ST SESSION	71639	01/26/2022	100.00
		Total Paid by Vendor					100.00
	TRAFFIC LOGIX INC	1000-75-75200-515340-00000000-	SIN14386	REPLACEMENT PART FOR RADAR SIGN	71400	01/19/2022	390.00
		Total Paid by Vendor					390.00
	TRIGREEN EQUIPMENT	1000-30-30600-515340-00000000-	4799290	NEEDED FOR EDGING THE CONCRETE AT METRO SPORTSPLE	71508	01/19/2022	220.00
		Total Paid by Vendor					220.00
	UNITED RENTALS NORTH AMERICA INC	1000-55-55300-513050-00000000-	199371939-002	EQUIPMENT RENTAL FOR PWS CONSTRUCTION	71401	01/18/2022	2,763.00
		Total Paid by Vendor					2,763.00
	UNITED SITE SERVICES OF MISSISSIPPI LLC	1000-30-30400-515340-00000000-	B-387146	MOBILE RESTROOM DUMP FEE-COMMUNITY EVENTS	71509	01/20/2022	421.00
		1000-30-30400-515340-00000000-	B-390052	MOBILE RESTROOM DUMP FEES-MUSIC & ART FEST.	71509	01/20/2022	477.00
		Total Paid by Vendor					898.00
	UNITED WAY OF MADISON COUNTY	1000-00-00000-210190-00000000-	251793	Payroll Run 1 - Warrant 220123	71543	01/28/2022	532.10
		Total Paid by Vendor					532.10
	US DEPARTMENT OF THE TREASURY	1000-00-00000-210180-00000000-	251803	Payroll Run 1 - Warrant 220123	71530	01/28/2022	94.81
		Total Paid by Vendor					94.81
	US DEPARTMENT OF THE TREASURY	1000-00-00000-210180-00000000-	251804	Payroll Run 1 - Warrant 220123	71531	01/28/2022	500.00
		Total Paid by Vendor					500.00
	US DEPARTMENT OF THE TREASURY	1000-00-00000-210180-00000000-	251806	Payroll Run 1 - Warrant 220123	71532	01/28/2022	210.82
		Total Paid by Vendor					210.82
	US DEPARTMENT OF THE TREASURY	1000-00-00000-210120-00000000-	FEDTAXPMT 220123	FED TAX PAYMENT WARRANT 220123	71523	01/27/2022	142,116.60
		1000-00-00000-210120-00000000-	FEDTAXPMT 220123	FED TAX PAYMENT WARRANT 220123	71523	01/27/2022	607,670.80
		1000-00-00000-210140-00000000-	FEDTAXPMT 220123	FED TAX PAYMENT WARRANT 220123	71523	01/27/2022	406,709.02
		Total Paid by Vendor					1,156,496.42
	VETTED SECURITY SOLUTIONS LLC	1000-17-17100-515250-00000000-	21623	SOLE SOURCE VIGILANT LEARN FOR POLICE	71403	01/18/2022	3,675.00
		Total Paid by Vendor					3,675.00
	VISION SERVICE PLAN	1000-00-00000-210150-00000000-	30015389000112/12/21	PPE 12/12/21 GROUP VISION PREMIUMS	71511	01/24/2022	10,035.66
		1000-00-00000-210150-00000000-	30015389000112/26/21	PPE 12/26/21 GROUP VISION PREMIUMS	71511	01/24/2022	10,028.71
		1000-00-00000-210150-00000000-	300153890001 1/9/22	PPE 1/9/22 GROUP VISION PREMIUMS	71511	01/24/2022	10,312.23
		Total Paid by Vendor					30,376.60
	WATER CONDITIONING INC	1000-14-14300-515370-00000000-	0049707	2022 BLANKET PO VETERANS PARK PM SERVICE	71642	01/25/2022	260.00
		Total Paid by Vendor					260.00
	WHOLESALE COMMERCIAL LAUNDRY EQUIPMENT SE LLC	1000-14-14300-513010-00000000-	36232	2022 BLANKET PO LAUNDRY REPAIRS	71514	01/20/2022	392.50
		Total Paid by Vendor					392.50
	WITTICHEN SUPPLY COMPANY INC	1000-14-14300-515610-00000000-	S102762940.001	2022 BLANKET PO - TOOLS PURCHASES	71410	01/18/2022	1,566.92
		1000-14-14300-513010-00000000-	S102765162.001	2022 BLANKET PO - NONBID ITEMS	71410	01/18/2022	15.51
		1000-14-14300-515610-00000000-	S102762976.001	2022 BLANKET PO - TOOLS PURCHASES	71410	01/18/2022	425.16
		1000-14-14300-515610-00000000-	S102762976.003	2022 BLANKET PO - TOOLS PURCHASES	71515	01/24/2022	29.60
		1000-14-14300-515610-00000000-	S102762976.004	2022 BLANKET PO - TOOLS PURCHASES	71515	01/24/2022	33.63
		1000-14-14300-515610-00000000-	S102776833.001	2022 BLANKET PO - TOOLS PURCHASES	71515	01/24/2022	188.67
		1000-14-14300-515610-00000000-	S102762976.002	2022 BLANKET PO - TOOLS PURCHASES	71515	01/24/2022	1,332.41
		Total Paid by Vendor					3,591.90
	WIZ KIDZ LLC	1000-14-14300-515460-00000000-	022022	2022 BLANKET SHONEY DR. LEASE	71411	01/18/2022	5,000.00
		Total Paid by Vendor					5,000.00
	WL HALSEY GROCERY CO	1000-15-15100-515340-00000000-	511496	FLEET SHOP GATORADE AND WATER	71355	01/18/2022	163.92
		1000-15-15100-515340-00000000-	509311	CREDIT APPLIED TO INV.511496	71448	01/18/2022	(186.30)
		1000-30-30200-515340-00000000-	168648	SNACKS FOR AFTER SCHOOL PROGRAM-SHOWERS R/C	71448	01/20/2022	377.55
		Total Paid by Vendor					355.17
	Total by Fund 1000						3,776,558.71
1005	BLUE CROSS AND BLUE SHIELD OF ALABAMA	1005-00-00000-425204-00000000-	HEALTH CLMS 1/10-14	1/10-1/14/22 HEALTH CLAIMS	71413	01/20/2022	(4,181.59)
		1005-00-00000-517010-00000000-	HEALTH CLMS 1/10-14	1/10-1/14/22 HEALTH CLAIMS	71413	01/20/2022	27.70
		1005-00-00000-517010-00000000-	HEALTH CLMS 1/10-14	1/10-1/14/22 HEALTH CLAIMS	71413	01/20/2022	74.95
		1005-00-00000-517010-00000000-	HEALTH CLMS 1/10-14	1/10-1/14/22 HEALTH CLAIMS	71413	01/20/2022	233,260.55
		1005-00-00000-517015-00000000-	HEALTH CLMS 1/10-14	1/10-1/14/22 HEALTH CLAIMS	71413	01/20/2022	(39,253.36)
		1005-00-00000-517015-00000000-	HEALTH CLMS 1/10-14	1/10-1/14/22 HEALTH CLAIMS	71413	01/20/2022	103,040.63
		1005-00-00000-517020-00000000-	HEALTH CLMS 1/10-14	1/10-1/14/22 HEALTH CLAIMS	71413	01/20/2022	332.40
		1005-00-00000-517025-00000000-	HEALTH CLMS 1/10-14	1/10-1/14/22 HEALTH CLAIMS	71413	01/20/2022	494.50
		1005-00-00000-517010-00000000-	HEALTH CLM 1/17-1/22	1/17-1/22/22 HEALTH CLAIMS	71518	01/27/2022	138.01
		1005-00-00000-517010-00000000-	HEALTH CLM 1/17-1/22	1/17-1/22/22 HEALTH CLAIMS	71518	01/27/2022	215,097.67
		1005-00-00000-517015-00000000-	HEALTH CLM 1/17-1/22	1/17-1/22/22 HEALTH CLAIMS	71518	01/27/2022	(27.18)
		1005-00-00000-517015-00000000-	HEALTH CLM 1/17-1/22	1/17-1/22/22 HEALTH CLAIMS	71518	01/27/2022	109,637.87
		1005-00-00000-517025-00000000-	HEALTH CLM 1/17-1/22	1/17-1/22/22 HEALTH CLAIMS	71518	01/27/2022	186.83

		1005-00-00000-517020-00000000-	GROUP INV DUE 2-1-22	GROUP INV DUE 2/1/2022	71519	01/27/2022	67,407.39
		Total Paid by Vendor					686,236.37
	REFUND PAYMENTS	1005-00-00000-425203-00000000-	REFUND 20388	POST RETIREMENT LIFE ISUR. REIMBURSEMENT OF OVRPYM	71625	01/26/2022	88.00
		1005-00-00000-425203-00000000-	REFUND 20354	POST RETIREMENT LIFE ISUR. REIMBURSEMENT OF OVRPYM	71624	01/26/2022	79.20
		1005-00-00000-425203-00000000-	REFUND 20313	POST RETIREMENT LIFE ISUR. REIMBURSEMENT OF OVRPYM	71622	01/26/2022	70.40
		1005-00-00000-425203-00000000-	REFUND 20263	POST RETIREMENT LIFE ISUR. REIMBURSEMENT OF OVRPYM	71623	01/26/2022	70.40
		Total Paid by Vendor					308.00
	Total by Fund 1005						686,544.37
2000	DUTCH OIL COMPANY INC	2000-54-54D10-514010-PT504010-	CFN-09869	FUELING TRANS DATED 011322	71442	01/20/2022	690.96
		2000-54-54M10-514010-PT504010-	CFN-09869	FUELING TRANS DATED 011322	71442	01/20/2022	1,733.80
		2000-54-54D10-514010-PT504010-	CFN-09851	FUELING TRANS DATED 011222	71442	01/20/2022	881.22
		2000-54-54M10-514010-PT504010-	CFN-09851	FUELING TRANS DATED 011222	71442	01/20/2022	1,237.85
		2000-54-54D10-514010-PT504010-	CFN-09885	FUELING TRANS DATED 011422	71442	01/20/2022	666.62
		2000-54-54M10-514010-PT504010-	CFN-09885	FUELING TRANS DATED 011422	71442	01/20/2022	1,556.31
		2000-54-54160-514010-PT504010-	CFN-10077	FUELING TRANS DATED 011822	71442	01/20/2022	33.90
		2000-54-54D10-514010-PT504010-	CFN-10077	FUELING TRANS DATED 011822	71442	01/20/2022	560.08
		2000-54-54M10-514010-PT504010-	CFN-10077	FUELING TRANS DATED 011822	71442	01/20/2022	1,308.79
		2000-54-54D10-514010-PT504010-	CFN-09899	FUELING TRANS DATED 011522	71442	01/20/2022	254.45
		2000-54-54M10-514010-PT504010-	CFN-09899	FUELING TRANS DATED 011522	71442	01/20/2022	743.02
		2000-54-54D10-514010-PT504010-	CFN-10093	FUELING TRANS DATED 011922	71442	01/24/2022	871.21
		2000-54-54M10-514010-PT504010-	CFN-10093	FUELING TRANS DATED 011922	71442	01/24/2022	1,598.89
		2000-54-54D10-514010-PT504010-	CFN-10110	FUELING TRANS DATED 012022	71442	01/24/2022	793.56
		2000-54-54M10-514010-PT504010-	CFN-10110	FUELING TRANS DATED 012022	71442	01/24/2022	1,292.40
		2000-54-54160-514010-PT504010-	CFN-10127	FUELING TRANS DATED 012122	71571	01/25/2022	38.22
		2000-54-54D10-514010-PT504010-	CFN-10127	FUELING TRANS DATED 012122	71571	01/25/2022	771.71
		2000-54-54M10-514010-PT504010-	CFN-10127	FUELING TRANS DATED 012122	71571	01/25/2022	1,476.94
		2000-54-54D10-514010-PT504010-	CFN-10143	FUELING TRANS DATED 012222	71571	01/25/2022	382.48
		2000-54-54M10-514010-PT504010-	CFN-10143	FUELING TRANS DATED 012222	71571	01/25/2022	850.55
		2000-54-54M41-515340-PT504990-	INV-181649	DIESEL EXHAUST FLUID (BLANKET PO)	71572	01/25/2022	687.50
		Total Paid by Vendor					18,430.46
	HOME DEPOT USA INC	2000-54-5416D-515340-PT504990-	662166883	HOME DEPOT USA INC (PUNCH OUT)	71588	01/26/2022	180.63
		2000-54-5416M-515340-PT504990-	662166883	HOME DEPOT USA INC (PUNCH OUT)	71588	01/26/2022	180.63
		2000-54-5416D-515340-PT504990-	661682377	HOME DEPOT USA INC (PUNCH OUT)	71587	01/26/2022	87.74
		2000-54-5416M-515340-PT504990-	661682377	HOME DEPOT USA INC (PUNCH OUT)	71587	01/26/2022	87.74
		Total Paid by Vendor					536.74
	INDUSTRIAL CONTRACTOR SUPPLY LLC	2000-54-5416D-515340-PT504990-	51828	INDUSTRIAL CONTRACTOR SUPPLY	71594	01/26/2022	52.36
		2000-54-5416M-515340-PT504990-	51828	INDUSTRIAL CONTRACTOR SUPPLY	71594	01/26/2022	52.36
		Total Paid by Vendor					104.72
	KELLYS TIRE SERVICE	2000-54-54D10-515580-PT504020-	197299	COM TX 011822/197299	71601	01/25/2022	4.00
		2000-54-54D10-515580-PT504020-	197299	COM TX 011822/197299	71601	01/25/2022	25.00
		2000-54-54D10-515580-PT504020-	197299	COM TX 011822/197299	71601	01/25/2022	30.00
		2000-54-54D10-515580-PT504020-	197299	COM TX 011822/197299	71601	01/25/2022	262.28
		2000-54-54M10-515580-PT504020-	197300	COM TX 011822/197300	71601	01/25/2022	30.00
		2000-54-54D10-515580-PT504020-	197301	COM TX 011822/197301	71601	01/25/2022	8.00
		2000-54-54D10-515580-PT504020-	197301	COM TX 011822/197301	71601	01/25/2022	60.00
		2000-54-54D10-515580-PT504020-	197301	COM TX 011822/197301	71601	01/25/2022	463.92
		Total Paid by Vendor					883.20
	MADISON COUNTY AUTO PARTS INC	2000-54-54D41-513030-PT503050-	230523	NAPA TRX DATE 011322	71365	01/19/2022	14.23
		2000-54-54D41-513030-PT503050-	230523	NAPA TRX DATE 011322	71365	01/19/2022	16.60
		2000-54-54D41-513030-PT503050-	230523	NAPA TRX DATE 011322	71365	01/19/2022	55.64
		2000-54-54D41-513030-PT503050-	230523	NAPA TRX DATE 011322	71365	01/19/2022	84.36
		2000-54-54D41-513030-PT503050-	230523	NAPA TRX DATE 011322	71365	01/19/2022	88.76
		2000-54-54M41-513030-PT503050-	230523	NAPA TRX DATE 011322	71365	01/19/2022	5.74
		2000-54-54M41-513030-PT503050-	230523	NAPA TRX DATE 011322	71365	01/19/2022	21.24
		2000-54-54D41-515340-PT504990-	230427	ANTIFREEZE FOR PUBLIC TRANSIT (BLANKET)	71462	01/19/2022	55.92
		2000-54-54M41-515340-PT504990-	230427	ANTIFREEZE FOR PUBLIC TRANSIT (BLANKET)	71462	01/19/2022	55.92
		2000-54-54160-515340-PT504990-	230426	BLANKET PO SUPPLIES FOR PUBLIC TRANSIT	71462	01/19/2022	577.35
		2000-54-54D41-515340-PT504990-	230752	ANTIFREEZE FOR PUBLIC TRANSIT (BLANKET)	71462	01/24/2022	83.88
		2000-54-54M41-515340-PT504990-	230752	ANTIFREEZE FOR PUBLIC TRANSIT (BLANKET)	71462	01/24/2022	83.88
		2000-54-54D41-515340-PT504990-	230751	OILS FOR PUBLIC TRANSIT (BLANKET)	71462	01/24/2022	50.16
		2000-54-54M41-515340-PT504990-	230751	OILS FOR PUBLIC TRANSIT (BLANKET)	71462	01/24/2022	42.12

		2000-54-54M41-513030-PT503050-	230826	NAPA TRX DATE 012422	71609	01/25/2022	9.90
		2000-54-54M41-513030-PT503050-	230826	NAPA TRX DATE 012422	71609	01/25/2022	85.00
		2000-54-54M41-513030-PT503050-	230826	NAPA TRX DATE 012422	71609	01/25/2022	88.01
		2000-54-54M41-513030-PT503050-	230826	NAPA TRX DATE 012422	71609	01/25/2022	150.93
		2000-54-54M41-513030-PT503050-	230791	NAPA TRX DATE 012122	71609	01/25/2022	1.12
		2000-54-54M41-513030-PT503050-	230791	NAPA TRX DATE 012122	71609	01/25/2022	2.02
		2000-54-54M41-513030-PT503050-	230791	NAPA TRX DATE 012122	71609	01/25/2022	10.97
		2000-54-54M41-513030-PT503050-	230791	NAPA TRX DATE 012122	71609	01/25/2022	26.97
		2000-54-54M41-513030-PT503050-	230791	NAPA TRX DATE 012122	71609	01/25/2022	35.61
		2000-54-54M41-513030-PT503050-	230791	NAPA TRX DATE 012122	71609	01/25/2022	37.56
		2000-54-54M41-513030-PT503050-	230791	NAPA TRX DATE 012122	71609	01/25/2022	67.76
		2000-54-54M41-513030-PT503050-	230791	NAPA TRX DATE 012122	71609	01/25/2022	71.70
		2000-54-54M41-513030-PT503050-	230791	NAPA TRX DATE 012122	71609	01/25/2022	90.84
		2000-54-54M41-513030-PT503050-	230791	NAPA TRX DATE 012122	71609	01/25/2022	111.84
		2000-54-54M41-513030-PT503050-	230791	NAPA TRX DATE 012122	71609	01/25/2022	136.61
		2000-54-54M41-513030-PT503050-	230791	NAPA TRX DATE 012122	71609	01/25/2022	143.86
		2000-54-54M41-513030-PT503050-	230791	NAPA TRX DATE 012122	71609	01/25/2022	377.84
		2000-54-54M41-513030-PT503050-	230791	NAPA TRX DATE 012122	71609	01/25/2022	916.15
		2000-54-54M41-513030-PT503050-	230791	NAPA TRX DATE 012122	71609	01/25/2022	3,358.47
		2000-54-54D41-513030-PT503050-	230687	NAPA TRX DATE 011922	71609	01/25/2022	3.09
		2000-54-54D41-513030-PT503050-	230687	NAPA TRX DATE 011922	71609	01/25/2022	6.18
		2000-54-54D41-513030-PT503050-	230687	NAPA TRX DATE 011922	71609	01/25/2022	9.02
		2000-54-54D41-513030-PT503050-	230633	NAPA TRX DATE 011822	71609	01/25/2022	3.09
		2000-54-54M41-513030-PT503050-	230633	NAPA TRX DATE 011822	71609	01/25/2022	3.69
		2000-54-54M41-513030-PT503050-	230633	NAPA TRX DATE 011822	71609	01/25/2022	6.00
		2000-54-54M41-513030-PT503050-	230633	NAPA TRX DATE 011822	71609	01/25/2022	6.56
		2000-54-54M41-513030-PT503050-	230633	NAPA TRX DATE 011822	71609	01/25/2022	12.91
		2000-54-54M41-513030-PT503050-	230633	NAPA TRX DATE 011822	71609	01/25/2022	30.88
		2000-54-54M41-513030-PT503050-	230633	NAPA TRX DATE 011822	71609	01/25/2022	34.36
		2000-54-54M41-513030-PT503050-	230633	NAPA TRX DATE 011822	71609	01/25/2022	84.41
		2000-54-54M41-513030-PT503050-	230633	NAPA TRX DATE 011822	71609	01/25/2022	85.00
		2000-54-54M41-513030-PT503050-	230633	NAPA TRX DATE 011822	71609	01/25/2022	98.46
		2000-54-54M41-513030-PT503050-	230633	NAPA TRX DATE 011822	71609	01/25/2022	169.25
		2000-54-54M41-513030-PT503050-	230633	NAPA TRX DATE 011822	71609	01/25/2022	265.08
		2000-54-54D41-513030-PT503050-	230569	NAPA TRX DATE 011422	71609	01/25/2022	34.92
		2000-54-54M41-513030-PT503050-	230569	NAPA TRX DATE 011422	71609	01/25/2022	4.05
		2000-54-54M41-513030-PT503050-	230569	NAPA TRX DATE 011422	71609	01/25/2022	6.93
		2000-54-54M41-513030-PT503050-	230569	NAPA TRX DATE 011422	71609	01/25/2022	9.02
		2000-54-54M41-513030-PT503050-	230569	NAPA TRX DATE 011422	71609	01/25/2022	10.20
		2000-54-54M41-513030-PT503050-	230569	NAPA TRX DATE 011422	71609	01/25/2022	423.42
		2000-54-54M41-513030-PT503050-	230569	NAPA TRX DATE 011422	71609	01/25/2022	3,957.22
		Total Paid by Vendor					12,222.70
	SEON DESIGN INC	2000-54-54M10-520500-PT504990-	163774	TWO COMPLETE CAMERA SYSTEMS (SOLE SOURCE)	71493	01/24/2022	3,799.00
		2000-54-54D10-520500-PT504990-	165760	DVRS FOR NEW TRANSIT BUSES (SOLE SOURCE)	71630	01/26/2022	1,224.00
		2000-54-54M10-520500-PT504990-	165760	DVRS FOR NEW TRANSIT BUSES (SOLE SOURCE)	71630	01/26/2022	1,224.00
		Total Paid by Vendor					6,247.00
	STAPLES INC	2000-54-54160-515340-PT504990-	3496585074	500B CHURCH ST/EEGEE MCANALLY/427-5206	71394	01/18/2022	41.52
		2000-54-54160-515340-PT504990-	3495913126	500B CHURCH ST/EEGEE MCANALLY/427-5206	71502	01/19/2022	223.38
		Total Paid by Vendor					264.90
	STRICKLAND COMPANIES	2000-54-5416D-515340-PT504990-	HU872963-00	COPIER PAPER - STOCK	71503	01/19/2022	209.62
		2000-54-5416M-515340-PT504990-	HU872963-00	COPIER PAPER - STOCK	71503	01/19/2022	209.63
		Total Paid by Vendor					419.25
	Total by Fund 2000						39,108.97
2100	FRYE ENVIRONMENTAL	2100-70-70100-515520-PN200010-00007	2 21-621	ENVIRONMENTAL CONSULTING AS OF 12/31/2021	71350	01/19/2022	2,500.00
		Total Paid by Vendor					2,500.00
	MEADOW HILLS INITIATIVE INC	2100-70-70100-515520-PN200010-00007	REQ6UDAG	REIMBURSE UTILITIES FOR NEIGHBORHOOD CENTER	71368	01/19/2022	178.57
		Total Paid by Vendor					178.57
	NORTH ALABAMA COALITION FOR THE HOMELESS INC	2100-70-70100-515340-PN200011-00118	REQ6HESG20	REIMBURSE EXPENSE REQUEST NO 6	71469	01/24/2022	10,000.00
		Total Paid by Vendor					10,000.00
	RIAH ROSE HOME FOR CHILDREN	2100-70-70100-515340-PN200011-00118	REQ6HESG20	REIMBURSE EXPENSE REQUEST NO 6	71486	01/24/2022	5,706.52
		Total Paid by Vendor					5,706.52

2101	Total by Fund 2100						18,385.09
	COMMUNITY ACTION PARTNERSHIP	2101-70-70100-515520-00000000-00130	REQ10HESGCV20	REIMBURSE EXPENSE REQUEST NO 10	71339	01/18/2022	10,422.16
	HUNTSVILLE/MADISON	Total Paid by Vendor					10,422.16
	HAPPI HEALTH	2101-70-70100-515520-00000000-00119	REQ1CDBGCV	REIMBURSE EXPENSE FOR REQUEST #1	71356	01/19/2022	50,000.00
		Total Paid by Vendor					50,000.00
	HUNTSVILLE ASSISTANCE PROGRAM	2101-70-70100-515520-00000000-00122	REQ10USTREASURY	RENT AND UTILITY ASSISTANCE DRAW #10	71590	01/25/2022	200.60
		Total Paid by Vendor					200.60
	LEGAL SERVICES ALABAMA	2101-70-70100-515370-00000000-00122	REQ6ADMIN	OUTSIDE PROFESSIONAL SERVICES REQUEST #6	71605	01/25/2022	3,216.19
		Total Paid by Vendor					3,216.19
	NORTH ALABAMA COALITION FOR THE HOMELESS INC	2101-70-70100-515520-00000000-00119	REQ3CDBG-CV	EXPENSE REQUEST #3	71616	01/26/2022	14,574.48
		Total Paid by Vendor					14,574.48
	RIAH ROSE HOME FOR CHILDREN	2101-70-70100-515520-00000000-00119	REQ1CDBG-CV	REIMBURSE EXPENSE REQUEST NO 1	71627	01/25/2022	3,945.05
		Total Paid by Vendor					3,945.05
	SPHERION STAFFING LLC	2101-70-70100-515370-00000000-00122	RL2586377	TEMP EMPLOYEES (BLANKET PO)	71392	01/18/2022	279.50
		2101-70-70100-515370-00000000-00122	RL2592455	TEMP EMPLOYEES (BLANKET PO)	71501	01/20/2022	993.64
		Total Paid by Vendor					1,273.14
3020	THE ARC OF MADISON COUNTY INC	2101-70-70100-515520-00000000-00119	REQ1CDBG-CV	REIMBURSE EXPENSE FOR REQUEST #1	71638	01/26/2022	15,000.00
		Total Paid by Vendor					15,000.00
	WELLSTONE BEHAVIORAL HEALTH	2101-70-70100-515370-00000000-00130	REQ10HESGCV20	REIMBURSE EXPENSE REQUEST NO 10	71407	01/18/2022	2,869.75
		Total Paid by Vendor					2,869.75
	Total by Fund 2101						101,501.37
	ALABAMA CONCRETE INC	3020-75-00000-529000-00000000-	106337	CONCRETE FOR PROJECT	71325	01/19/2022	678.00
		3020-55-00000-516040-00000000-	106292	FY22 CONCTETE- PWS CONSTRUCTION (BLANKET)	71417	01/20/2022	1,107.00
		3020-55-00000-516040-00000000-	105978	FY22 CONCTETE- PWS CONSTRUCTION (BLANKET)	71417	01/20/2022	826.00
		3020-55-00000-516040-00000000-	106335	FY22 CONCTETE- PWS CONSTRUCTION (BLANKET)	71417	01/20/2022	660.00
		3020-55-00000-516010-00000000-	104879	FY22 CONCRETE BLANKET--MAINTENANCE	71417	01/24/2022	226.00
		3020-55-00000-516010-00000000-	104955	FY22 CONCRETE BLANKET--MAINTENANCE	71417	01/24/2022	275.00
		3020-55-00000-516010-00000000-	104880	FY22 CONCRETE BLANKET--MAINTENANCE	71417	01/24/2022	472.00
		3020-55-00000-516010-00000000-	104357	FY22 CONCRETE BLANKET--MAINTENANCE	71417	01/24/2022	862.50
		3020-55-00000-516010-00000000-	104733	FY22 CONCRETE BLANKET--MAINTENANCE	71417	01/24/2022	1,017.00
		3020-55-00000-516010-00000000-	105979	FY22 CONCRETE BLANKET--MAINTENANCE	71417	01/24/2022	147.50
		3020-55-00000-516010-00000000-	106175	FY22 CONCRETE BLANKET--MAINTENANCE	71417	01/24/2022	275.00
		3020-55-00000-516010-00000000-	106291	FY22 CONCRETE BLANKET--MAINTENANCE	71546	01/25/2022	118.00
		3020-55-00000-516010-00000000-	106336	FY22 CONCRETE BLANKET--MAINTENANCE	71546	01/25/2022	295.00
		3020-55-00000-516010-00000000-	106334	FY22 CONCRETE BLANKET--MAINTENANCE	71546	01/25/2022	147.50
		3020-55-00000-516040-00000000-	106497	FY22 CONCTETE- PWS CONSTRUCTION (BLANKET)	71546	01/25/2022	1,080.00
		3020-55-00000-516010-00000000-	106553	FY22 CONCRETE BLANKET--MAINTENANCE	71546	01/25/2022	540.00
		Total Paid by Vendor					8,726.50
	ANIXTER INC	3020-75-00000-529000-00000000-	5065696-00	PARALLEL CLAMPS	71555	01/25/2022	978.00
		3020-75-00000-529000-00000000-	5008187-00	PARALLEL CLAMPS FOR PROJECTS	71555	01/25/2022	978.00
		Total Paid by Vendor					1,956.00
	CHORBA CONTRACTING CORP	3020-14-00000-523002-00000000-	APPL #3	CONTRACTING SERVICES - ANIMAL	71335	01/18/2022	109,684.00
		3020-14-00000-523002-00000000-	APPL #4	CONTRACTING SERVICES - ANIMAL	71335	01/18/2022	130,784.00
		Total Paid by Vendor					240,468.00
	DONOHOO CHEVROLET LLC	3020-15-00000-520100-00000000-	55995	TRUCK FOR LANDSCAPE	71568	01/26/2022	31,507.55
		3020-15-00000-520100-00000000-	56314	TRUCK FOR ENGINEERING	71569	01/26/2022	31,705.10
		Total Paid by Vendor					63,212.65
	GRAYBAR ELECTRIC COMPANY	3020-75-00000-529001-00000000-	9324995701	CATS CABLES FOR PROJECTS	71584	01/25/2022	342.19
		Total Paid by Vendor					342.19
	MULTIVISTA	3020-14-00000-522010-00000000-	4357	PHOTOGRAPHIC DOCUMENTATION-NEW CITY HALL	71466	01/24/2022	44,350.00
		Total Paid by Vendor					44,350.00
	NATIONAL AUTO FLEET GROUP	3020-15-00000-520100-00000000-	WC8540	TRUCK FOR LANDSCAPE	71370	01/18/2022	31,159.53
		Total Paid by Vendor					31,159.53
	OPERATION GREEN TEAM FOUNDATION	3020-00-00000-460400-00000000-	DONATION CUP PHASEII	DONATIONS REC. FORM COM. CRAIG HILL	71471	01/24/2022	10,000.00
		Total Paid by Vendor					10,000.00
	PEARCE CONSTRUCTION CO INC	3020-14-00000-523026-00000000-	APPL #22	CONSTRUCTION SERVICES-SO HSV P	71474	01/20/2022	181,375.00
		3020-00-00000-220400-00000000-	APPL #23 FINAL RET	191161-SO HSV PUBLIC LIBRARY-FINAL RET	71618	01/25/2022	237,808.88
		Total Paid by Vendor					419,183.88
	PENHALL COMPANY	3020-14-00000-523006-00000000-	97370	SAW CUT SLAB/JOHNSON LEGACY CENTER	71374	01/18/2022	875.00
		Total Paid by Vendor					875.00
	ROGERS GROUP INC	3020-55-00000-516010-00000000-	0203000995	FY22 ASPHALT BLANKET--MAINTENANCE	71383	01/19/2022	531.81

		3020-55-00000-516010-00000000-	334919-71-1	L&N SIDEWALK	71382	01/18/2022	17,574.38
		3020-55-00000-516020-00000000-	EST #1 RESURFACE	RESURFACING OF RESIDENTIAL STR	71382	01/18/2022	60,548.78
		3020-55-00000-516020-00000000-	EST #5	RESURFACING OF RESIDENTIAL STR	71488	01/20/2022	503,573.02
		Total Paid by Vendor					582,227.99
	SCHOEL ENGINEERING COMPANY INC	3020-30-00000-521000-PR8457XX-	523173 ADDL SVCS	ADDITIONAL SERVICES	71386	01/18/2022	360.00
		3020-71-00000-520900-00000000-	523394	ALDRIDGE CREEK GREENWAY CROSSI	71491	01/20/2022	2,070.00
		Total Paid by Vendor					2,430.00
	SHOALS ELECTRIC COMPANY INC	3020-75-00000-529000-00000000-	26896	UPGRADE TO DETECTION - WAVETRONIX	71495	01/20/2022	5,000.00
		Total Paid by Vendor					5,000.00
	SJ&L GENERAL CONTRACTOR LLC	3020-71-00000-521000-PR2501XX-	FB WATER #1A	FACEBOOK WATER	69499	01/21/2022	294,624.00
		Total Paid by Vendor					294,624.00
	VULCAN INC	3020-75-00000-529000-00000000-	R12813	METAL FOR PROJECT	71641	01/26/2022	4,296.75
		Total Paid by Vendor					4,296.75
	VULCAN MATERIALS CO	3020-55-00000-516010-00000000-	51091461	FY22 ROCK BLANKET--MAINTENANCE	71405	01/19/2022	166.11
		3020-55-00000-516010-00000000-	51094667	FY22 ROCK BLANKET--MAINTENANCE	71512	01/24/2022	86.86
		3020-55-00000-516010-00000000-	51094669	FY22 ROCK BLANKET--MAINTENANCE	71512	01/24/2022	304.39
		3020-55-00000-516040-00000000-	51094668	FY22 ROCK/STONE PWS CONSTRUCTION (BLANKET)	71512	01/24/2022	17,443.64
		3020-55-00000-516040-00000000-	51094670	FY22 ROCK/STONE PWS CONSTRUCTION (BLANKET)	71512	01/24/2022	2,725.76
		Total Paid by Vendor					20,726.76
	WILMER & LEE PA	3020-71-00000-524000-PR8141XX-	WINCHESTER RD IMP	WINCHESTER RD IMP, TRACT #7, JOYCE S. SHARPE	71409	01/18/2022	15,548.25
		Total Paid by Vendor					15,548.25
	Total by Fund 3020						1,745,127.50
3080	ROGERS GROUP INC	3080-71-00000-524000-BUDGET01-	EST #2	LIBERTY HILL RELOCATION AND RO	71382	01/18/2022	152,363.85
		3080-71-00000-524000-BUDGET01-	EST #12	SANDERSON ROAD EXTENSION	71488	01/20/2022	102,129.85
		Total Paid by Vendor					254,493.70
	RSM DESIGN	3080-71-00000-530010-00000000-	91006	CRP-GATEWAY SIGNAGE DESIGN PROJ-MOBILATION FEE	71384	01/18/2022	6,000.00
		Total Paid by Vendor					6,000.00
	WAVETRONIX LLC	3080-71-00000-524037-00000000-	90425006	WAVETRONIX-GREENBRIER PKWY/OLD HWY 20	71406	01/19/2022	35,100.00
		3080-71-00000-524009-00000000-	90425007	WAVETRONIX FOR GOVERNOR/12TH (SOLE SOURCE)	71406	01/19/2022	33,380.00
		Total Paid by Vendor					68,480.00
	Total by Fund 3080						328,973.70
3205	B L HARBERT INTERNATIONAL LLC	3205-71-00000-540100-TE1301XX-	PAY APP NO. 2	REDSTONE GATWAY PHASE 3 CM	71449	01/21/2022	861.23
		3205-71-00000-540100-TE1301XX-	PAY APP NO. 2A	REDSTONE GATWAY PHASE 3 CM	71449	01/21/2022	7,994.44
		Total Paid by Vendor					8,855.67
	NORTH GEORGIA CONCRETE INC	3205-71-00000-540100-TE1201XX-	EST NO. 5	REDSTONE GATEWAY PHASE III	71467	01/21/2022	811,624.25
		Total Paid by Vendor					811,624.25
	Total by Fund 3205						820,479.92
3310	ATHENS UTILITIES	3310-71-00000-515550-00000000-	146-51150-00122121	STREET LIGHTS/TRAFFIC LIGHTS (BLANKET)	71329	01/19/2022	4,195.69
		3310-71-00000-515550-00000000-	146-02400-00122221	STREET LIGHTS/TRAFFIC LIGHTS (BLANKET)	71329	01/19/2022	886.64
		3310-71-00000-515550-00000000-	146-51155-00-122121	STREET LIGHTS/TRAFFIC LIGHTS (BLANKET)	71329	01/19/2022	559.69
		3310-71-00000-515550-00000000-	136-65650-00-122021	STREET LIGHTS/TRAFFIC LIGHTS (BLANKET)	71329	01/19/2022	28.71
		3310-71-00000-515550-00000000-	136-36500-00-122021	STREET LIGHTS/TRAFFIC LIGHTS (BLANKET)	71329	01/19/2022	16.80
		3310-71-00000-515550-00000000-	136-34530-00-122121	STREET LIGHTS/TRAFFIC LIGHTS (BLANKET)	71329	01/19/2022	41.80
		3310-71-00000-515550-00000000-	136-56300-00-122021	STREET LIGHTS/TRAFFIC LIGHTS (BLANKET)	71329	01/19/2022	12.10
		3310-71-00000-515550-00000000-	136-16800-00-122021	STREET LIGHTS/TRAFFIC LIGHTS (BLANKET)	71329	01/19/2022	72.83
		3310-71-00000-515550-00000000-	136-16900-00-122021	STREET LIGHTS/TRAFFIC LIGHTS (BLANKET)	71329	01/19/2022	73.07
		3310-71-00000-515550-00000000-	136-16650-00-122021	STREET LIGHTS/TRAFFIC LIGHTS (BLANKET)	71329	01/19/2022	72.95
		3310-71-00000-515550-00000000-	146-43510-00-122121	STREET LIGHTS/TRAFFIC LIGHTS (BLANKET)	71329	01/19/2022	25.55
		Total Paid by Vendor					5,985.83
	HUNTSVILLE UTILITIES	3310-71-00000-515550-00000000-	311010010165-010722	STREET LIGHTS/TRAFFIC LIGHTS (BLANKET)	71359	01/19/2022	297,566.27
		Total Paid by Vendor					297,566.27
	Total by Fund 3310						303,552.10
3420	836 TECHNOLOGIES CORPORATION	3420-41-00000-515520-00000000-	M10-15-1663	TACTICAL THROW PHONE SYSTEM	71544	01/27/2022	31,284.00
		Total Paid by Vendor					31,284.00
	Total by Fund 3420						31,284.00
3430	EXPRESS OIL CHANGE	3430-41-00000-515520-00000000-	00019-346801	STAC VEHICLE MAINTENANCE/REPAIR-BLANKET PO	71579	01/25/2022	90.99
		Total Paid by Vendor					90.99
	PCARD PAYMENTS	3430-41-00000-515520-00000000-	251396	STAC RADIO SVC 12/13/21-01/13/22	PCard	01/17/2022	910.00
		Total Paid by Vendor					910.00
	PRESTIGE AUTOMOTIVE	3430-41-00000-515520-00000000-	5284	STAC VEHICLE REPAIR BLANKET PO	71619	01/26/2022	199.24
		Total Paid by Vendor					199.24

	US FLEET TRACKING LLC	3430-41-00000-515520-00000000-	402053	STAC TRACKING SERVICE	71640	01/26/2022	479.40
	Total by Fund 3430	Total Paid by Vendor					479.40
3700	GRAYBAR ELECTRIC COMPANY	3700-71-00000-516010-00000000-	9324980859	ELECTRICAL ITEMS FOR BRADFORD/WYNN PROJECT	71354	01/18/2022	191.31
	Total Paid by Vendor						191.31
	Total by Fund 3700						191.31
3900	CITY OF MADISON	3900-44-00000-515520-00000000-00124	01/18/2022	REIMBURSEMENT PER AGREEMENT	71432	01/25/2022	26,141.00
	Total Paid by Vendor						26,141.00
	DUTCH OIL COMPANY INC	3900-44-00000-514010-00000000-	CFN-09885	FUELING TRANS DATED 011422	71442	01/20/2022	55.29
	Total Paid by Vendor						55.29
	Total by Fund 3900						26,196.29
3930	HUNTSVILLE UTILITIES	3930-91-00000-515700-00000000-	211010022001-011022	UTILITY BILLS	71453	01/24/2022	4,683.12
		3930-91-00000-515700-00000000-	221010067291-010722	UTILITY BILLS	71453	01/24/2022	2,756.35
		3930-91-00000-515700-00000000-	221010246202-010722	UTILITY BILLS	71453	01/24/2022	259.05
		3930-91-00000-515700-00000000-	211010135130-123121	UTILITY BILLS	71453	01/24/2022	1,961.66
		3930-91-00000-515700-00000000-	221010058096-010722	UTILITY BILLS	71453	01/24/2022	64.30
		3930-91-00000-515700-00000000-	211010021967-010722	UTILITY BILLS	71453	01/24/2022	12.34
		3930-91-00000-515700-00000000-	211010021924-010722	UTILITY BILLS	71453	01/24/2022	12.34
	Total Paid by Vendor						9,749.16
	Total by Fund 3930						9,749.16
4011	OMI INC	4011-14-00000-522014-00000000-	22442	AMPHITHEATER FOOD VILLAGE EART	71470	01/20/2022	210.50
	Total Paid by Vendor						210.50
	THE ROBINS & MORTON GROUP	4011-14-00000-522014-00000000-	APPL #11R2	CONSTRUCTION MGR AGREEMENT-	71487	01/25/2022	5,428,771.06
		4011-14-00000-522014-00000000-	APPL #11R2 REIMB EXP	ADMINISTRATIVE COSTS - MID CIT	71487	01/25/2022	165,004.23
		4011-14-00000-522014-00000000-	APPL #12R1	CONSTRUCTION MGR AGREEMENT-	71487	01/25/2022	3,484,210.34
		4011-14-00000-522014-00000000-	APPL #12R1 REIMB EXP	ADMINISTRATIVE COSTS - MID CIT	71487	01/25/2022	109,150.05
	Total Paid by Vendor						9,187,135.68
	Total by Fund 4011						9,187,346.18
4012	GRAYBAR ELECTRIC COMPANY	4012-14-00000-527003-00000000-	9324835740	LOT LIGHTING/ LABOR EQUIPMENT - JOE DAVIS RENO	71354	01/19/2022	18,600.00
		4012-14-00000-527003-00000000-	9324835741	LOT LIGHTING/ LABOR EQUIPMENT - JOE DAVIS RENO	71354	01/19/2022	64,488.00
		4012-14-00000-527003-00000000-	9324858511	LOT LIGHTING/ LABOR EQUIPMENT - JOE DAVIS RENO	71354	01/19/2022	12,545.00
		4012-14-00000-527003-00000000-	9324878031	LOT LIGHTING/ LABOR EQUIPMENT - JOE DAVIS RENO	71354	01/19/2022	190,575.40
	Total Paid by Vendor						286,208.40
	Total by Fund 4012						286,208.40
6000	ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT	6000-76-76100-515374-00000000-	2022025036	UNDERGROUND STORAGE TANK REGULATORY FEE	71415	01/19/2022	30.00
	Total Paid by Vendor						30.00
	APPLIED INDUSTRIAL TECHNOLOGIES	6000-76-76230-513040-00000000-	7023341316	CHASE - ASCO VALVE	71422	01/24/2022	1,063.35
	Total Paid by Vendor						1,063.35
	AT&T	6000-76-76100-515070-00000000-	2565345657 01/22	CMOM DATA FLOW LINES (BLANKET)	71328	01/18/2022	241.60
		6000-76-76100-515070-00000000-	4010541-011922	FY22 BLANKET PO ATT MAIN CENTREX FOR COH	71424	01/24/2022	59.45
	Total Paid by Vendor						301.05
	BRENNTAG MID-SOUTH INC	6000-76-76200-515340-00000000-	BMS51524	PLANT 2	71427	01/20/2022	4,908.25
	Total Paid by Vendor						4,908.25
	CDW GOVERNMENT INC	6000-76-76200-515340-00000000-	Q286080	FOR ADMIN PROJECTORS	71334	01/18/2022	182.28
		6000-76-76200-515340-00000000-	Q289064	FOR ADMIN PROJECTORS	71334	01/18/2022	371.06
	Total Paid by Vendor						553.34
	CELLCO PARTNERSHIP	6000-76-76100-515070-00000000-	9897075556	FY22 BLANKET PO VERIZON SERVICES COH BY ITS	71402	01/18/2022	91.40
	Total Paid by Vendor						91.40
	CINTAS	6000-76-76100-515670-00000000-	4101347559	WPC UNIFORMS OCTOBER 2021 (BLANKET)	71431	01/20/2022	29.56
		6000-76-76100-515670-00000000-	4102085133	WPC UNIFORMS OCTOBER 2021 (BLANKET)	71431	01/20/2022	31.89
		6000-76-76100-515670-00000000-	4102747248	WPC UNIFORMS OCTOBER 2021 (BLANKET)	71431	01/20/2022	31.89
		6000-76-76100-515670-00000000-	4103400160	WPC UNIFORMS DECEMBER 2021 (BLANKET)	71431	01/20/2022	31.89
		6000-76-76100-515670-00000000-	4104064841	WPC UNIFORMS DECEMBER 2021 (BLANKET)	71431	01/20/2022	31.89
		6000-76-76100-515670-00000000-	4104758093	WPC UNIFORMS DECEMBER 2021 (BLANKET)	71431	01/20/2022	30.18
		6000-76-76100-515670-00000000-	4105199094	WPC UNIFORMS DECEMBER 2021 (BLANKET)	71431	01/20/2022	30.18
		6000-76-76100-515670-00000000-	4106187331	WPC UNIFORMS DECEMBER 2021 (BLANKET)	71431	01/20/2022	30.18
		6000-76-76100-515670-00000000-	4106791044	WPC UNIFORMS JANUARY 2022 (BLANKET)	71431	01/20/2022	1,120.36
		6000-76-76100-515670-00000000-	4106459870	WPC UNIFORMS JANUARY 2022 (BLANKET)	71431	01/20/2022	55.80
		6000-76-76100-515670-00000000-	4106473874	WPC UNIFORMS JANUARY 2022 (BLANKET)	71431	01/20/2022	70.28
		6000-76-76100-515670-00000000-	4106790945	WPC UNIFORMS JANUARY 2022 (BLANKET)	71431	01/20/2022	80.60
		6000-76-76100-515670-00000000-	4106790938	WPC UNIFORMS JANUARY 2022 (BLANKET)	71431	01/20/2022	20.42

	6000-76-76100-515670-00000000-	4106662532	WPC UNIFORMS JANUARY 2022 (BLANKET)	71431	01/20/2022	106.79
	6000-76-76100-515670-00000000-	4105975967	WPC UNIFORMS DECEMBER 2021 (BLANKET)	71560	01/25/2022	1,130.72
	Total Paid by Vendor					2,832.63
CLEM TIRE COMPANY	6000-76-76110-513030-00000000-	301469	EMER R&M MULTIPLE EQUIP (NOT ON BID)	71337	01/18/2022	81.99
	6000-76-76110-513030-00000000-	303668	EMER R&M MULTIPLE EQUIP (NOT ON BID)	71337	01/18/2022	30.00
	6000-76-76110-513030-00000000-	303723	EMER R&M MULTIPLE EQUIP (NOT ON BID)	71337	01/18/2022	30.00
	6000-76-76110-513030-00000000-	303409	EMER R&M MULTIPLE EQUIP (NOT ON BID)	71337	01/18/2022	30.00
	6000-76-76110-513030-00000000-	302542	EMER R&M MULTIPLE EQUIP (NOT ON BID)	71337	01/18/2022	30.00
	6000-76-76110-513030-00000000-	302959	EMER R&M MULTIPLE EQUIP (NOT ON BID)	71337	01/18/2022	10.00
	6000-76-76110-513030-00000000-	303530	EMER R&M MULTIPLE EQUIP (NOT ON BID)	71337	01/18/2022	20.00
	6000-76-76110-513030-00000000-	302995	EMER R&M MULTIPLE EQUIP (NOT ON BID)	71337	01/18/2022	30.00
	6000-76-76110-513030-00000000-	304129	R&M EQ #021421	71433	01/20/2022	596.20
	6000-76-76110-513030-00000000-	304067	R&M EQ #022046	71433	01/20/2022	1,272.92
	6000-76-76110-513030-00000000-	303632	EMER REPAIR	71433	01/20/2022	156.06
	6000-76-76110-513030-00000000-	304443	R&M EQ #022106	71433	01/20/2022	719.35
	6000-76-76110-513030-00000000-	303583	EMER R&M MULTIPLE EQUIP (NOT ON BID)	71433	01/25/2022	30.00
	6000-76-76110-513030-00000000-	303081	EMER R&M MULTIPLE EQUIP (NOT ON BID)	71433	01/25/2022	30.00
	6000-76-76110-513030-00000000-	304404	R&M EQ #021794	71561	01/25/2022	157.57
	Total Paid by Vendor					3,224.09
CORE & MAIN LP	6000-00-00000-140100-00000000-	Q147400	INVENTORY STOCK	71340	01/18/2022	618.82
	6000-00-00000-140100-00000000-	Q166008	INVENTORY STOCK	71340	01/18/2022	550.00
	6000-76-76250-513040-00000000-	P887153	PL1A 24" AIR LINE REPAIR	71340	01/18/2022	1,930.85
	6000-00-00000-140100-00000000-	P838732	INVENTORY STOCK	71437	01/20/2022	10,511.06
	6000-76-00000-526000-00000000-	Q224133	CHASE CHLORINE CONTACT CHAMBER PROJECT	71563	01/25/2022	2,800.00
	Total Paid by Vendor					16,410.73
COWIN EQUIPMENT CO INC	6000-76-76110-513030-00000000-	SWO044894-1	R & M EQ# 050587 (OVER 25K GVWR)	71342	01/19/2022	14,302.62
	6000-76-00000-526000-00000000-	RSA024942 6	CHASE CHLORINE CONTACT CHAMBER	71342	01/19/2022	4,200.00
	Total Paid by Vendor					18,502.62
DELL MARKETING LP	6000-76-76110-520200-00000000-	10551292242	QUOTE 3000108281797.1 FOR WP-FIELD USE	71567	01/25/2022	3,571.05
	Total Paid by Vendor					3,571.05
DUTCH OIL COMPANY INC	6000-76-76110-514010-00000000-	CFN-09869	FUELING TRANS DATED 011322	71442	01/20/2022	53.24
	6000-76-76110-514010-00000000-	CFN-09851	FUELING TRANS DATED 011222	71442	01/20/2022	37.47
	6000-76-76110-514010-00000000-	CFN-09851	FUELING TRANS DATED 011222	71442	01/20/2022	162.05
	6000-76-76110-514010-00000000-	CFN-09885	FUELING TRANS DATED 011422	71442	01/20/2022	91.47
	6000-76-76110-514010-00000000-	CFN-09885	FUELING TRANS DATED 011422	71442	01/20/2022	98.39
	6000-76-76110-514010-00000000-	CFN-10077	FUELING TRANS DATED 011822	71442	01/20/2022	550.53
	6000-76-76110-514010-00000000-	CFN-10074	FUELING TRANS DATED 011722	71442	01/20/2022	52.69
	6000-76-76110-514010-00000000-	CFN-10093	FUELING TRANS DATED 011922	71442	01/24/2022	65.20
	6000-76-76110-514010-00000000-	CFN-10093	FUELING TRANS DATED 011922	71442	01/24/2022	91.90
	6000-76-76110-514010-00000000-	CFN-10110	FUELING TRANS DATED 012022	71442	01/24/2022	116.35
	6000-76-76110-514010-00000000-	CFN-10127	FUELING TRANS DATED 012122	71571	01/25/2022	149.83
	6000-76-76110-514010-00000000-	CFN-10127	FUELING TRANS DATED 012122	71571	01/25/2022	177.30
	6000-76-76110-514010-00000000-	CFN-10143	FUELING TRANS DATED 012222	71571	01/25/2022	52.43
	Total Paid by Vendor					1,698.85
ECO-TECH INC	6000-76-76210-513040-00000000-	212619	PL2 CHECK VALVE REPAIR (SOLE SOURCE)	71347	01/18/2022	2,853.00
	6000-76-00000-526000-00000000-	212590	PL1A PIPE GALLERY (SOLE SOURCE)	71574	01/25/2022	3,594.89
	6000-76-76250-513040-00000000-	212631	PL1A GEARMOTOR (SOLE SOURCE)	71574	01/25/2022	2,203.94
	6000-76-76210-513040-00000000-	220021	PL2 CHECK VALVE PUMP 4 RETURN (SOLE SOURCE)	71574	01/26/2022	2,853.00
	Total Paid by Vendor					11,504.83
EDDIE POSEY GARAGE LLC	6000-76-76110-513030-00000000-	33818	R&M EQ #021752	71443	01/24/2022	1,947.67
	6000-76-76110-513030-00000000-	33872	R&M EQ #021665	71575	01/25/2022	290.00
	6000-76-76110-513030-00000000-	33861	R&M EQ #021562	71575	01/25/2022	963.15
	Total Paid by Vendor					3,200.82
FOX SCIENTIFIC INC	6000-76-76200-515340-00000000-	S1142228.002	LAB SUPPLIES	71581	01/26/2022	1,412.04
	Total Paid by Vendor					1,412.04
GRAYBAR ELECTRIC COMPANY	6000-76-76370-513040-00000000-	9324995538	565 PS VFD INSTALLATION	71584	01/25/2022	448.48
	Total Paid by Vendor					448.48
HUNTSVILLE TRACTOR & EQUIPMENT INC	6000-76-76110-513030-00000000-	RO98314	R&M EQ #050610 (OFF ROAD)	71591	01/25/2022	1,604.30
	6000-76-76110-513030-00000000-	RO98505	R&M EQ #050414	71591	01/26/2022	1,722.66
	Total Paid by Vendor					3,326.96
KELSEY ELECTRIC MOTOR SERVICE INC	6000-76-76250-513040-00000000-	87927	MUFFIN MONSTER IN GBT	71602	01/26/2022	522.54

LIMESTONE COUNTY WATER AND SEWER AUTHORITY	Total Paid by Vendor					522.54
	6000-76-76370-515700-00000000-	44769-011922	LS UTILITIES (BLANKET)	71606	01/26/2022	84.86
MADISON COUNTY AUTO PARTS INC	Total Paid by Vendor					84.86
	6000-76-76110-513030-00000000-	230791	NAPA TRX DATE 012122	71609	01/25/2022	31.29
	6000-76-76110-513030-00000000-	230744	NAPA TRX DATE 012022	71609	01/25/2022	4.20
	6000-76-76110-513030-00000000-	230744	NAPA TRX DATE 012022	71609	01/25/2022	4.75
	6000-76-76110-513030-00000000-	230744	NAPA TRX DATE 012022	71609	01/25/2022	16.60
	6000-76-76110-513030-00000000-	230687	NAPA TRX DATE 011922	71609	01/25/2022	12.99
	6000-76-76110-513030-00000000-	230633	NAPA TRX DATE 011822	71609	01/25/2022	7.42
	6000-76-76110-513030-00000000-	230633	NAPA TRX DATE 011822	71609	01/25/2022	16.60
	6000-76-76110-513030-00000000-	230633	NAPA TRX DATE 011822	71609	01/25/2022	24.37
	6000-76-76110-513030-00000000-	230633	NAPA TRX DATE 011822	71609	01/25/2022	50.88
	Total Paid by Vendor					169.10
MCGRIFF TIRE CO INC	6000-76-76110-513030-00000000-	4660030663	R&M EQ #030595	71366	01/18/2022	1,536.74
MCPHERSON COMPANIES INC	Total Paid by Vendor					1,536.74
	6000-00-00000-140100-00000000-	944664	WPC FUELING FACILITY	71367	01/18/2022	11,541.93
MR ROOTER PLUMBING	Total Paid by Vendor					11,541.93
	6000-76-76300-516030-00000000-	441469	EMERGENCY PLUMBING REPAIRS (BLANKET)	71369	01/18/2022	569.49
	6000-76-76300-516030-00000000-	442191	STANDBY SANITARY SEWER SERVICE-BLANKET	71465	01/24/2022	2,500.00
PARK SUPPLY COMPANY INC	Total Paid by Vendor					3,069.49
	6000-76-76300-515340-00000000-	52103925.001	BLANKET-PLUMBING PARTS NOT ON BID-VAR. LOCATIONS	71373	01/18/2022	339.98
PCARD PAYMENTS	Total Paid by Vendor					339.98
	6000-76-76250-513040-00000000-	251380	PLANT 1 REPAIR	PCard	01/17/2022	530.68
	6000-76-76200-515340-00000000-	251392	PLANT 1	PCard	01/17/2022	228.00
	6000-76-76220-513040-00000000-	251393	PLANT 6	PCard	01/17/2022	236.87
PENHALL COMPANY	Total Paid by Vendor					995.55
	6000-76-76300-516030-00000000-	97284	POINT REPAIRS (BLANKET)	71374	01/18/2022	525.00
	6000-76-76300-516030-00000000-	97276	POINT REPAIRS (BLANKET)	71374	01/18/2022	525.00
	6000-76-76300-516030-00000000-	97236	POINT REPAIRS (BLANKET)	71374	01/18/2022	525.00
	6000-76-76370-513040-00000000-	99340	PUMP STATIONS (BLANKET)	71475	01/24/2022	1,050.00
	6000-76-76370-513040-00000000-	99322	PUMP STATIONS (BLANKET)	71475	01/24/2022	1,137.50
	Total Paid by Vendor					3,762.50
PRO ELECTRIC INC	6000-76-00000-526000-00000000-	W43128	SPRING BRANCH PROCESS TRAIN 3 & 4	71476	01/20/2022	11,781.00
	Total Paid by Vendor					11,781.00
PRO-AIR SERVICES INC	6000-76-76370-513010-00000000-	99118	ROME RD PS HVAC	71477	01/24/2022	1,069.20
	6000-76-76250-513010-00000000-	99102	PL1 HVAC	71477	01/24/2022	850.30
	Total Paid by Vendor					1,919.50
RICHLAND INDUSTRIES LLC	6000-76-00000-526000-00000000-	58232	PL1A FINAL CLARIFIER WEIRS/BAFFLES	71380	01/18/2022	26,242.09
	Total Paid by Vendor					26,242.09
ROGERS GROUP INC	6000-76-76300-516030-00000000-	0203000841	POINT REPAIR (BLANKET)	71383	01/18/2022	2,298.05
	6000-76-76300-516030-00000000-	0203000908	POINT REPAIR (BLANKET)	71383	01/18/2022	3,682.20
	Total Paid by Vendor					5,980.25
SANSOM EQUIPMENT COMPANY INC	6000-76-76110-513030-00000000-	P01504	R&M EQ #030609	71490	01/24/2022	633.97
	6000-76-76110-513030-00000000-	W00525	R&M EQ #080421 (SOLE SOURCE)	71490	01/24/2022	2,081.63
	Total Paid by Vendor					2,715.60
SJ&L GENERAL CONTRACTOR LLC	6000-76-76300-516010-00000000-	EST #1 GILLEY ST	GILLEY ST PATCHING	71497	01/20/2022	49,991.36
	Total Paid by Vendor					49,991.36
STAPLES INC	6000-76-76110-515340-00000000-	3496585085	KERRI BEVILACQUA/1800 VERMONT ROAD/2568833722	71394	01/18/2022	56.28
	Total Paid by Vendor					56.28
THE WW WILLIAMS COMPANY LLC	6000-76-76200-513040-00000000-	022W10743	EMERGENCY GENERATOR REPAIRS(BLANKET)	71412	01/18/2022	1,080.00
	6000-76-76200-513040-00000000-	022W10423	EMERGENCY GENERATOR REPAIRS(BLANKET)	71412	01/18/2022	2,495.04
	Total Paid by Vendor					3,575.04
TRACTOR & EQUIPMENT CO	6000-76-76110-513030-00000000-	P55207	EM R & M EQ#050591	71507	01/24/2022	556.21
	Total Paid by Vendor					556.21
UTILITY TOOL COMPANY INC	6000-76-76300-515340-00000000-	IN26600	FOR SEWER CONSTRUCTION	71510	01/19/2022	921.00
	6000-76-76300-515340-00000000-	IN26599	FOR SEWER	71510	01/19/2022	1,456.00
	Total Paid by Vendor					2,377.00
VULCAN MATERIALS CO	6000-76-00000-526000-00000000-	51091462	CHASE CONTACT CHAMBER (BLANKET)	71405	01/18/2022	4,011.95
	6000-76-00000-526000-00000000-	51094673	CHASE CONTACT CHAMBER (BLANKET)	71512	01/19/2022	1,270.62
	Total Paid by Vendor					5,282.57
YOUNG SIGN & CRANE SERVICE INC	6000-76-76250-513040-00000000-	34962	PLANT 1 CRANE BLANKET FOR FY22	71577	01/25/2022	800.00

		Total Paid by Vendor					800.00
	Total by Fund 6000						206,380.08
6010	COWIN EQUIPMENT CO INC	6010-76-00000-526000-00000000-	RSA023201 12	JAKE DR	71342	01/19/2022	12,300.00
		Total Paid by Vendor					12,300.00
	GARVER LLC	6010-76-00000-526000-00000000-	21C03010-1	WPC SANITARY SEWER REHAB-CONTRACT 1	71445	01/20/2022	63,243.00
		Total Paid by Vendor					63,243.00
	HYDRA SERVICE INC	6010-76-00000-526000-00000000-	154526	BOEING RENTAL (SOLE SOURCE) (BLANKET)	71593	01/25/2022	2,693.00
		6010-76-00000-526000-00000000-	155029	BOB WALLACE (SOLE SOURCE)	71593	01/26/2022	1,683.00
		6010-76-00000-526000-00000000-	154993	BOEING RENTAL (SOLE SOURCE) (BLANKET)	71593	01/26/2022	2,693.00
		6010-76-00000-526000-00000000-	154994	BOEING PUMP EQUIP RENTAL (SOLE SOURCE) (BLANKET)	71593	01/26/2022	126.00
		Total Paid by Vendor					7,195.00
	Total by Fund 6010						82,738.00
6020	GRAYBAR ELECTRIC COMPANY	6020-76-00000-526000-00000000-	9325173500	FISHER RD PS VFD'S	71584	01/26/2022	8,352.45
		6020-76-00000-526000-00000000-	9325130184	565 PS TO RUN NEW PUMP	71584	01/26/2022	300.00
		6020-76-00000-526000-00000000-	9325103028	PLANT 2	71584	01/26/2022	9,650.08
		Total Paid by Vendor					18,302.53
	HYDRA SERVICE INC	6020-76-00000-526000-00000000-	154921	BOB WALLACE PUMP STATION (SOLE SOURCE)	71454	01/20/2022	15,143.29
		Total Paid by Vendor					15,143.29
	Total by Fund 6020						33,445.82
6030	CORE & MAIN LP	6030-71-00000-526000-00000000-	P993586	HAYS PS	71437	01/20/2022	371.78
		Total Paid by Vendor					371.78
	COWIN EQUIPMENT CO INC	6030-71-00000-526000-00000000-	RSA022275 14	BOEING	71342	01/19/2022	8,900.00
		6030-71-00000-526000-00000000-	RSA022486 15	BOEING	71342	01/19/2022	12,300.00
		6030-71-00000-526000-00000000-	RSA025136 6	BOEING GRAVITY LINE	71342	01/19/2022	3,600.00
		6030-71-00000-526000-00000000-	RSA022468 13	BOEING	71342	01/19/2022	3,800.00
		6030-71-00000-526000-00000000-	RSA021962 17	TAYLOR RD FM	71342	01/19/2022	3,600.00
		6030-71-00000-526000-00000000-	RSA025398 4	TAYLOR RD FORCE MAIN	71342	01/19/2022	3,800.00
		6030-71-00000-526000-00000000-	RSA025764 3	OLD 431/MEADOWS PROJECT	71342	01/19/2022	19,000.00
		6030-71-00000-526000-00000000-	RSA019316 26	FIELDS AT HAYES FARM	71342	01/19/2022	8,900.00
		6030-71-00000-526000-00000000-	RSA025398 3	TAYLOR RD FORCE MAIN	PCard	01/25/2022	3,800.00
		6030-71-00000-526000-00000000-	RSA025398 9	TAYLOR RD FORCE MAIN	71565	01/25/2022	3,800.00
		6030-71-00000-526000-00000000-	RSA024111 10	FIELDS AT HAYES FARM	71565	01/25/2022	12,425.00
		6030-71-00000-526000-00000000-	RSA025074 6	GOOSE CREEK/WILSON COVE	71565	01/25/2022	8,500.00
		Total Paid by Vendor					92,425.00
	HYDRA SERVICE INC	6030-71-00000-526000-00000000-	155019	WILSON COVE (SOLE SOURCE)(BLANKET)	71593	01/26/2022	2,738.00
		6030-71-00000-526000-00000000-	155021	BOEING (SOLE SOURCE)(BLANKET)	71593	01/26/2022	1,935.00
		6030-71-00000-526000-00000000-	155047	FIELDS AT HAYES FARM(SOLE SOURCE)(BLANKET)	71593	01/26/2022	2,569.00
		6030-71-00000-526000-00000000-	155085	FIELDS AT HAYES FARM(SOLE SOURCE)(BLANKET)	71593	01/26/2022	2,067.00
		6030-71-00000-526000-00000000-	155013	BOEING (SOLE SOURCE)(BLANKET)	71593	01/26/2022	3,228.00
		Total Paid by Vendor					12,537.00
	ISCO INDUSTRIES INC	6030-71-00000-526000-00000000-	06052649	FIELDS AT HAYES FARM(SOLE SOURCE)	71597	01/25/2022	1,200.00
		Total Paid by Vendor					1,200.00
	MR ROOTER PLUMBING	6030-71-00000-526000-00000000-	441404	PUMPING-BELLOWS BRANCH (BLANKET)	71613	01/25/2022	125.00
		6030-71-00000-526000-00000000-	441441	PUMPING-BELLOWS BRANCH (BLANKET)	71613	01/25/2022	125.00
		6030-71-00000-526000-00000000-	441500	PUMPING-BELLOWS BRANCH (BLANKET)	71613	01/25/2022	125.00
		6030-71-00000-526000-00000000-	441544	PUMPING-BELLOWS BRANCH (BLANKET)	71613	01/25/2022	125.00
		6030-71-00000-526000-00000000-	441590	PUMPING-BELLOWS BRANCH (BLANKET)	71613	01/25/2022	125.00
		6030-71-00000-526000-00000000-	441631	PUMPING-BELLOWS BRANCH (BLANKET)	71613	01/25/2022	125.00
		6030-71-00000-526000-00000000-	441728	PUMPING-BELLOWS BRANCH (BLANKET)	71613	01/25/2022	250.00
		6030-71-00000-526000-00000000-	441834	PUMPING-BELLOWS BRANCH (BLANKET)	71613	01/25/2022	275.00
		6030-71-00000-526000-00000000-	441868	PUMPING-BELLOWS BRANCH (BLANKET)	71613	01/25/2022	275.00
		6030-71-00000-526000-00000000-	441884	PUMPING-BELLOWS BRANCH (BLANKET)	71613	01/25/2022	250.00
		6030-71-00000-526000-00000000-	441413	PUMPING-AMAZON BLANKET	71615	01/25/2022	1,650.00
		6030-71-00000-526000-00000000-	441370	PUMPING-AMAZON BLANKET	71614	01/25/2022	625.00
		6030-71-00000-526000-00000000-	441427	PUMPING-AMAZON BLANKET	71614	01/25/2022	625.00
		6030-71-00000-526000-00000000-	441513	PUMPING-AMAZON BLANKET	71614	01/25/2022	625.00
		6030-71-00000-526000-00000000-	441519	PUMPING-AMAZON BLANKET	71615	01/25/2022	1,250.00
		6030-71-00000-526000-00000000-	441563	PUMPING-AMAZON BLANKET	71614	01/25/2022	1,000.00
		6030-71-00000-526000-00000000-	441592	PUMPING-AMAZON BLANKET	71614	01/25/2022	625.00
		6030-71-00000-526000-00000000-	441642	PUMPING-AMAZON BLANKET	71614	01/25/2022	1,100.00
		6030-71-00000-526000-00000000-	441654	PUMPING-AMAZON BLANKET	71614	01/25/2022	625.00

		6030-71-00000-526000-00000000-	441992	PUMPING-MEADOWS (BLANKET)	71615	01/26/2022	1,500.00
		Total Paid by Vendor					107,087.50
	PENHALL COMPANY	6030-71-00000-526000-00000000-	97368	WILSON COVE	71374	01/18/2022	875.00
		6030-71-00000-526000-00000000-	97256	FIELDS AT HAYES FARM	71374	01/18/2022	787.50
		Total Paid by Vendor					1,662.50
	VULCAN MATERIALS CO	6030-71-00000-526000-00000000-	51094671	9TH AVENUE & SEMINOLE SS RELOCATION	71512	01/19/2022	338.50
		6030-71-00000-526000-00000000-	51094672	9TH AVENUE & SEMINOLE SS RELOCATION	71512	01/24/2022	1,538.63
		Total Paid by Vendor					1,877.13
	Total by Fund 6030						217,160.91
6040	CORE & MAIN LP	6040-71-00000-526000-00000000-	Q189644	INVENTORY STOCK	71563	01/25/2022	33,690.72
		Total Paid by Vendor					33,690.72
	GARVER LLC	6040-71-00000-526000-00000000-	21S02640-3	BIG COVE SERVICE BASIN C/A SER	71353	01/18/2022	19,200.00
		Total Paid by Vendor					19,200.00
	ROGERS GROUP INC	6040-00-00000-220400-00000000-	71-19-RD06 FIN RET	19540SAN-RED GATE SAN SWR-FINAL RET	71382	01/20/2022	1,852.81
		6040-00-00000-220400-00000000-	71-19-RD06 FIN RET	19540SAN-RED GATE SAN SWR-FINAL RET	71382	01/20/2022	4,377.98
		6040-00-00000-220400-00000000-	71-19-RD06 FIN RET	19540SAN-RED GATE SAN SWR-FINAL RET	71382	01/20/2022	7,773.99
		Total Paid by Vendor					14,004.78
	WILMER & LEE PA	6040-71-00000-526000-00000000-	110 GRN COVE RD SWR	110 GREEN COVE ROAD SEWER-C.O.T. HUNT, LLC EASEMNT	71408	01/18/2022	6,926.50
		Total Paid by Vendor					6,926.50
	Total by Fund 6040						73,822.00
6200	DUTCH OIL COMPANY INC	6200-55-55200-514010-00000000-	CFN-09869	FUELING TRANS DATED 011322	71442	01/20/2022	3,454.83
		6200-55-55200-514010-00000000-	CFN-09851	FUELING TRANS DATED 011222	71442	01/20/2022	3,332.02
		6200-55-55200-514010-00000000-	CFN-09885	FUELING TRANS DATED 011422	71442	01/20/2022	447.29
		6200-55-55200-514010-00000000-	CFN-10077	FUELING TRANS DATED 011822	71442	01/20/2022	3,521.31
		6200-55-55200-514010-00000000-	CFN-10093	FUELING TRANS DATED 011922	71442	01/24/2022	3,839.68
		6200-55-55200-514010-00000000-	CFN-10110	FUELING TRANS DATED 012022	71442	01/24/2022	4,064.01
		6200-55-55200-514010-00000000-	CFN-10127	FUELING TRANS DATED 012122	71571	01/25/2022	3,042.57
		6200-55-55200-514010-00000000-	CFN-10143	FUELING TRANS DATED 012222	71571	01/25/2022	507.27
		Total Paid by Vendor					22,208.98
	MADISON COUNTY AUTO PARTS INC	6200-55-55200-513030-00000000-	230523	NAPA TRX DATE 011322	71365	01/19/2022	1.14
		6200-55-55200-513030-00000000-	230523	NAPA TRX DATE 011322	71365	01/19/2022	3.72
		6200-55-55200-513030-00000000-	230523	NAPA TRX DATE 011322	71365	01/19/2022	4.75
		6200-55-55200-513030-00000000-	230523	NAPA TRX DATE 011322	71365	01/19/2022	6.88
		6200-55-55200-513030-00000000-	230523	NAPA TRX DATE 011322	71365	01/19/2022	15.12
		6200-55-55200-513030-00000000-	230523	NAPA TRX DATE 011322	71365	01/19/2022	15.53
		6200-55-55200-513030-00000000-	230523	NAPA TRX DATE 011322	71365	01/19/2022	15.78
		6200-55-55200-513030-00000000-	230523	NAPA TRX DATE 011322	71365	01/19/2022	29.92
		6200-55-55200-513030-00000000-	230523	NAPA TRX DATE 011322	71365	01/19/2022	30.95
		6200-55-55200-513030-00000000-	230523	NAPA TRX DATE 011322	71365	01/19/2022	31.68
		6200-55-55200-513030-00000000-	230523	NAPA TRX DATE 011322	71365	01/19/2022	34.48
		6200-55-55200-513030-00000000-	230523	NAPA TRX DATE 011322	71365	01/19/2022	34.56
		6200-55-55200-513030-00000000-	230523	NAPA TRX DATE 011322	71365	01/19/2022	39.91
		6200-55-55200-513030-00000000-	230523	NAPA TRX DATE 011322	71365	01/19/2022	50.04
		6200-55-55200-513030-00000000-	230523	NAPA TRX DATE 011322	71365	01/19/2022	86.42
		6200-55-55200-513030-00000000-	230523	NAPA TRX DATE 011322	71365	01/19/2022	90.84
		6200-55-55200-513030-00000000-	230523	NAPA TRX DATE 011322	71365	01/19/2022	99.07
		6200-55-55200-513030-00000000-	230523	NAPA TRX DATE 011322	71365	01/19/2022	103.30
		6200-55-55200-513030-00000000-	230523	NAPA TRX DATE 011322	71365	01/19/2022	309.27
		6200-55-55200-513030-00000000-	230523	NAPA TRX DATE 011322	71365	01/19/2022	343.35
		6200-55-55200-513030-00000000-	230523	NAPA TRX DATE 011322	71365	01/19/2022	571.42
		6200-55-55200-513030-00000000-	230560	NAPARETURNTRAN 011322	71365	01/19/2022	(86.42)
		6200-55-55200-513030-00000000-	230826	NAPA TRX DATE 012422	71609	01/25/2022	4.75
		6200-55-55200-513030-00000000-	230826	NAPA TRX DATE 012422	71609	01/25/2022	7.02
		6200-55-55200-513030-00000000-	230826	NAPA TRX DATE 012422	71609	01/25/2022	25.22
		6200-55-55200-513030-00000000-	230826	NAPA TRX DATE 012422	71609	01/25/2022	51.26
		6200-55-55200-513030-00000000-	230826	NAPA TRX DATE 012422	71609	01/25/2022	96.01
		6200-55-55200-513030-00000000-	230791	NAPA TRX DATE 012122	71609	01/25/2022	19.84
		6200-55-55200-513030-00000000-	230791	NAPA TRX DATE 012122	71609	01/25/2022	20.78
		6200-55-55200-513030-00000000-	230791	NAPA TRX DATE 012122	71609	01/25/2022	109.34
		6200-55-55200-513030-00000000-	230744	NAPA TRX DATE 012022	71609	01/25/2022	0.53
		6200-55-55200-513030-00000000-	230744	NAPA TRX DATE 012022	71609	01/25/2022	0.89

		6200-55-55200-513030-00000000-	230569	NAPA TRX DATE 011422	71609	01/25/2022	31.68
		6200-55-55200-513030-00000000-	230569	NAPA TRX DATE 011422	71609	01/25/2022	39.06
		6200-55-55200-513030-00000000-	230569	NAPA TRX DATE 011422	71609	01/25/2022	39.32
		6200-55-55200-513030-00000000-	230569	NAPA TRX DATE 011422	71609	01/25/2022	44.14
		6200-55-55200-513030-00000000-	230569	NAPA TRX DATE 011422	71609	01/25/2022	45.74
		6200-55-55200-513030-00000000-	230569	NAPA TRX DATE 011422	71609	01/25/2022	51.65
		6200-55-55200-513030-00000000-	230569	NAPA TRX DATE 011422	71609	01/25/2022	52.67
		6200-55-55200-513030-00000000-	230569	NAPA TRX DATE 011422	71609	01/25/2022	52.91
		6200-55-55200-513030-00000000-	230569	NAPA TRX DATE 011422	71609	01/25/2022	58.02
		6200-55-55200-513030-00000000-	230569	NAPA TRX DATE 011422	71609	01/25/2022	58.39
		6200-55-55200-513030-00000000-	230569	NAPA TRX DATE 011422	71609	01/25/2022	64.25
		6200-55-55200-513030-00000000-	230569	NAPA TRX DATE 011422	71609	01/25/2022	72.05
		6200-55-55200-513030-00000000-	230569	NAPA TRX DATE 011422	71609	01/25/2022	75.62
		6200-55-55200-513030-00000000-	230569	NAPA TRX DATE 011422	71609	01/25/2022	76.17
		6200-55-55200-513030-00000000-	230569	NAPA TRX DATE 011422	71609	01/25/2022	77.98
		6200-55-55200-513030-00000000-	230569	NAPA TRX DATE 011422	71609	01/25/2022	90.84
		6200-55-55200-513030-00000000-	230569	NAPA TRX DATE 011422	71609	01/25/2022	93.86
		6200-55-55200-513030-00000000-	230569	NAPA TRX DATE 011422	71609	01/25/2022	103.54
		6200-55-55200-513030-00000000-	230569	NAPA TRX DATE 011422	71609	01/25/2022	128.82
		6200-55-55200-513030-00000000-	230569	NAPA TRX DATE 011422	71609	01/25/2022	147.72
		6200-55-55200-513030-00000000-	230569	NAPA TRX DATE 011422	71609	01/25/2022	216.12
		6200-55-55200-513030-00000000-	230569	NAPA TRX DATE 011422	71609	01/25/2022	288.03
		6200-55-55200-513030-00000000-	230569	NAPA TRX DATE 011422	71609	01/25/2022	387.58
		6200-55-55200-513030-00000000-	230569	NAPA TRX DATE 011422	71609	01/25/2022	948.41
		Total Paid by Vendor					11,206.69
	SOLID WASTE DISPOSAL AUTHORITY	6200-55-55200-515730-00000000-	T1004207	BLANKET PO FOR SWDA TIPPING FEES	71498	01/24/2022	309,014.74
		Total Paid by Vendor					309,014.74
	SOUTHLAND INTERNATIONAL TRUCKS INC	6200-55-55200-513030-00000000-	08HW808526		71499	01/20/2022	3,994.94
		Total Paid by Vendor					3,994.94
	WH THOMAS OIL CO INC	6200-55-55200-514010-00000000-	394114	HYDRAULIC FLUID FOR PWS SANITATION	71513	01/20/2022	3,132.00
		Total Paid by Vendor					3,132.00
	Total by Fund 6200						349,557.35
7000	BLUE CROSS AND BLUE SHIELD OF ALABAMA	7000-00-00000-425139-00000000-	HEALTH CLMS 1/10-14	1/10-1/14/22 HEALTH CLAIMS	71413	01/20/2022	(208,644.84)
		7000-16-00000-517010-00000000-	HEALTH CLMS 1/10-14	1/10-1/14/22 HEALTH CLAIMS	71413	01/20/2022	5.46
		7000-16-00000-517010-00000000-	HEALTH CLMS 1/10-14	1/10-1/14/22 HEALTH CLAIMS	71413	01/20/2022	62,786.51
		7000-16-00000-517015-00000000-	HEALTH CLMS 1/10-14	1/10-1/14/22 HEALTH CLAIMS	71413	01/20/2022	(7,744.69)
		7000-16-00000-517015-00000000-	HEALTH CLMS 1/10-14	1/10-1/14/22 HEALTH CLAIMS	71413	01/20/2022	34,368.03
		7000-16-00000-517020-00000000-	HEALTH CLMS 1/10-14	1/10-1/14/22 HEALTH CLAIMS	71413	01/20/2022	15,705.90
		7000-16-00000-517025-00000000-	HEALTH CLMS 1/10-14	1/10-1/14/22 HEALTH CLAIMS	71413	01/20/2022	87.52
		7000-16-00000-517010-00000000-	HEALTH CLM 1/17-1/22	1/17-1/22/22 HEALTH CLAIMS	71518	01/27/2022	23,613.07
		7000-16-00000-517015-00000000-	HEALTH CLM 1/17-1/22	1/17-1/22/22 HEALTH CLAIMS	71518	01/27/2022	24,267.84
		7000-16-00000-517025-00000000-	HEALTH CLM 1/17-1/22	1/17-1/22/22 HEALTH CLAIMS	71518	01/27/2022	8.14
		7000-16-00000-517020-00000000-	GROUP INV DUE 2-1-22	GROUP INV DUE 2/1/2022	71519	01/27/2022	13,299.49
		Total Paid by Vendor					(42,247.57)
	Total by Fund 7000						(42,247.57)
	Grand Total						18,283,743.29

VENDOR	ACCOUNT	CK NUM	CK DATE	CK RUN	CK AMT	PAYEE
1 CLAIM PAYMENTS	0001-00-00000-110004-000000000-	71610	01/27/22	012722A	\$ 400.00	MARY DANIELS
2 REFUND PAYMENTS	0001-00-00000-110004-000000000-	71379	01/20/22	012022A	\$ 719.74	SITECH SOUTH, LLC
	0001-00-00000-110004-000000000-	71378	01/20/22	012022A	\$ 120.00	CRYSTAL BLACKBURN
	0001-00-00000-110004-000000000-	71484	01/25/22	012522A	\$ 28,632.08	CRESCENT HOTELS & RESORTS LLC
	0001-00-00000-110004-000000000-	71483	01/25/22	012522A	\$ 12,330.85	NORTH CAROLINA GRANITE CO
	0001-00-00000-110004-000000000-	71482	01/25/22	012522A	\$ 2,458.46	SITECH SOUTH, LLC
	0001-00-00000-110004-000000000-	71481	01/25/22	012522A	\$ 1,505.61	UNION INSURANCE COMPANY
	0001-00-00000-110004-000000000-	71480	01/25/22	012522A	\$ 1,143.56	MIDWEST EMPLOYERS CASUAL
	0001-00-00000-110004-000000000-	71479	01/25/22	012522A	\$ 1,131.09	BERKLEY NATIONAL INSURANCE
	0001-00-00000-110004-000000000-	71478	01/25/22	012522A	\$ 18.40	EBY-BROWN COMPANY LLC
	0001-00-00000-110004-000000000-	71626	01/27/22	012722A	\$ 1,392.96	KEY RISK INSURANCE COMPANY
	0001-00-00000-110004-000000000-	71625	01/27/22	012722A	\$ 88.00	ESTATE OF WALTER PRICE
	0001-00-00000-110004-000000000-	71624	01/27/22	012722A	\$ 79.20	ESTATE OF JOEL DURHAM
	0001-00-00000-110004-000000000-	71623	01/27/22	012722A	\$ 70.40	ESTATE OF LUTHER HOLDEN
	0001-00-00000-110004-000000000-	71622	01/27/22	012722A	\$ 70.40	ESTATE OF JAMES HARBIN
3 REIMBURSEMENT PAYMENTS	0001-00-00000-110004-000000000-					

PRJ 1/15/22 - 1/28/22

FUND 0001 (Should only be fund "0001")

Sum of JOURNAL AMOUNT		Column Labels	
Row Labels	DT FUND	01/28/22	Grand Total
101000	1000	\$3,466,141.21	\$3,466,141.21
101005	1005	(\$1,042,974.05)	(\$1,042,974.05)
102000	2000	\$173,246.98	\$173,246.98
102100	2100	\$50,059.05	\$50,059.05
103900	3900	\$27,085.90	\$27,085.90
103910	3910	\$29,257.40	\$29,257.40
103930	3930	\$34,829.72	\$34,829.72
106000	6000	\$439,501.78	\$439,501.78
106200	6200	\$273,138.21	\$273,138.21
107100	7100	(\$23,727.03)	(\$23,727.03)
110004	IONS	(\$3,426,559.17)	(\$3,426,559.17)
Grand Total		\$0.00	\$0.00

DEBT SERVICES 1/15/22 - 1/28/22

OBJECT	(All)
FUND	(Multiple Items)

Sum of JOURNAL AMOUNT	Column Labels	
Row Labels	01/28/22	Grand Total
5000	\$826,659.12	\$826,659.12
6000	\$282,212.50	\$282,212.50
3950	\$395,684.35	\$395,684.35
Grand Total	\$1,504,555.97	\$1,504,555.97



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/10/2022

File ID: 2022-0099

Department: Robinson

Subject:

Type of Action: Approval/Action

Resolution appointing Jim Flinn to the Special Care Facilities Financing Authority of the City of Huntsville-Redstone Village to fill a vacancy due the resignation of Henry Oldham for the remainder of his term to expire November 13, 2023. (Nominated January 27, 2022, Regular Council Meeting)

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Obligation Amount: \$

Total Obligation: \$

Special Circumstances:

Grant Funded: \$

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

RESOLUTION NO. 22-
RESOLUTION CONCERNING APPOINTMENT OF COMMITTEE
OR BOARD MEMBER BY CITY COUNCIL

WHEREAS, a vacancy exists on the

Special Care Facilities Financing Authority of the
City of Huntsville-Redstone Village (hereinafter "the Authority")

due to the resignation of Henry Oldham and a replacement is needed to fill the vacancy for the remainder of the term to which Mr. Oldham was appointed.

NOW, THEREFORE, BE IT RESOLVED that Jim Flinn is hereby appointed to fill said vacancy, said appointment to become effective as of the adoption of this Resolution and expiring at noon on the second Monday of November 2023 (November 13, 2023).

ADOPTED this the 10th day of February, 2022

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

APPROVED this the 10th day of February, 2022

Mayor of the City of Huntsville,
Alabama



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/10/2022

File ID: 2022-0100

Department: City Council

Subject:

Type of Action: Nomination

Nomination to appoint Acacia Moore to the Beautification Board, Place 5, to fill a vacancy due to the passing of Cynthia Masucci for the remainder of a vacant three (3) year term to expire September 30, 2024.

Finance Information:

Account Number: Click or tap here to enter text.

City Obligation Amount: \$

Total Obligation: \$

Special Circumstances:

Grant Funded: \$

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

RESOLUTION NO. 22 -

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

WHEREAS, a vacancy exists, or will exist, on the Beautification Board, Place 5, due to the passing of Cynthia Masucci.

NOW, THEREFORE, BE IT RESOLVED that Acacia Moore is hereby appointed to fill said vacancy, said partial term appointment to become effective on February 24, 2022 and expiring on September 30, 2024.

ADOPTED this the 24th day of February, 2022.

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

APPROVED this the 24th day of February, 2022.

Mayor of the City of Huntsville, Alabama



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/10/2022

File ID: 2022-0101

Department: General Services

Subject:

Type of Action: Approval/Action

Ordinance No. 22-69 declaring certain equipment surplus and to be sold at public auction. (Introduced January 27, 2022, Regular Council Meeting) Ordinance No. 22-69

Ordinance No. 22-69

Finance Information:

Account Number: Click or tap here to enter text.

City Obligation Amount: \$

Total Obligation: \$

Special Circumstances:

Grant Funded: \$

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

ORDINANCE NO. 22-69

WHEREAS, the City Council of the City of Huntsville has determined that the personal property described below has been identified by General Services as surplus to the needs of the City of Huntsville and is no longer needed for a public or municipal purpose by the City of Huntsville.

THEREFORE BE IT ORDAINED, by the City Council of the City of Huntsville, Alabama that the personal property described below is surplus to the needs of the City of Huntsville and no longer needed for a public or municipal purpose by the City of Huntsville.

BE IT FURTHER ORDAINED that the Mayor and City Clerk-Treasurer be, and they hereby are, authorized and directed to dispose of the personal property owned by the City of Huntsville, Alabama, described below, by selling such property via auction, Fowler Auction and Real Estate Service, Inc. All such property shall be sold to the highest bidder. The Mayor and City Clerk-Treasurer be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Huntsville; and signed by the Director of General Services, conveyance of the title to the personal property, when applicable. All proceeds of which will be deposited into the **City of Huntsville General Funds account**. Said documents shall be permanently kept on file in the City Clerk-Treasurer's Office. Said personal property is described as follows:

Department: General Services

(74) Snowflake decorations

(14) Bicycles

(2) Stainless steel sinks

ADOPTED this the 10th day of February, 2022

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

APPROVED this the 10th day of February, 2022

Mayor of the City of Huntsville,
Alabama

ATTEST:

Kenneth Benion, Clerk-Treasurer



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/10/2022

File ID: 2022-0102

Department: Parking/Public Transit

Subject:

Type of Action: Approval/Action

Ordinance No. 22-70 amending Section 8-195, Action against business license and certificate and Section 8-272, Vehicles for hire rates. (Introduced January 27, 2022, Regular Council Meeting)

Ordinance No. 22-70

Finance Information:

Account Number: Click or tap here to enter text.

City Obligation Amount: \$

Total Obligation: \$

Special Circumstances:

Grant Funded: \$

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

ORDINANCE NO. 22-70

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

Section 1. Section 8-195 of the Code of Ordinances of the City of Huntsville, Alabama (“City”) is hereby amended to read as follows:

Sec. 8-195. Action against business license and certificate.

(a) Upon the recommendation of the director of parking and public transit or the chief of police, the city clerk-treasurer may petition the city council to take action against a business license issued under this division in accordance with section 15-56 of this Code, which includes the notice and hearing requirements set forth therein. In addition to the reasons stated in section 15-56(a) of this Code, each of the following shall also constitute grounds for action being taken against the license:

- (1) If the licensee or those acting on its behalf make any false statement or misrepresentation on any applications made under this division, including applications for a certificate of public convenience and necessity or a business license issued under this division.
- (2) Failure of the licensee to maintain any of the general qualifications required in this division in order to obtain a certificate or business license.
- (3) If the licensee or those acting on its behalf violates a provision of this division, which includes the operation of a certified vehicle for hire by a person who does not hold a then-current chauffeur’s license, if a chauffeur’s license is required to operate the vehicle under subdivision II of this division.

(b) The action taken against a business license shall automatically constitute the same action being taken against the certificate of public convenience and necessity of the affected licensee; provided, however, in order to permanently revoke a certificate of convenience and necessity the director of parking and public transit or chief of police must recommend and the city clerk-treasurer must petition the city council that, at the same time and in the same proceeding, the certificate of public convenience and necessity be permanently revoked based on the same grounds that warrant action being taken against the business license, and the certificate holder must be notified that permanent revocation is being considered. The permanent revocation of the certificate shall constitute a permanent revocation of the business license and shall disqualify the certificate holder from holding a certificate, and, should the city council expressly make the determination, the immediate family members, officers, directors, general partners, members, or managers, as the case may be, shall also be disqualified from holding a certificate.

(c) It shall be unlawful for any person, including the company or a driver, to operate or allow or cause to be operated a vehicle for hire under a license or certificate during the effective period of an adverse action taken against the license or certificate.

Section 2. Section 8-272 of the Code of Ordinances of the City of Huntsville, Alabama (“City”) is hereby amended to read as follows:

Sec. 8-272. Vehicle for hire rates.

(a) Taxicabs.

(1) All taxicabs must base their charges on taximeters. The maximum rate is the rate authorized and recorded on a properly working and properly sealed taximeter. The passenger may be charged less than the maximum rate reflected on the taximeter.

(2) The maximum rate to be charged for a trip to one destination by any taxicab shall be \$5.00 for the first one-half-mile and \$0.125 for each additional one-twentieth-mile. (\$5.00 for the first one-half-mile and \$2.50 for each mile thereafter.)

(3) A driver may, in addition to the metered rate, require a waiting charge to be paid which shall not exceed the rate of \$25.00 per hour, regardless of the number of passengers. Such waiting time shall include the time when the taxicab is not in motion, beginning with the time of arrival at the place to which it has been called or time consumed while it is standing at the direction of the passenger; but no charge shall be made for the first five minutes after arrival or for time lost on account of inefficiency of the taxicab or its operator or the time consumed by the premature response to a call or traffic conditions. A fare shall not be considered to be terminated until the taxicab is available for service to another customer.

(4) All taxicabs operated within or under the certificate of public convenience and necessity of the same entity must charge the same rate.

(5) Maximum rates charged must be displayed on each taxicab on the rear quarter panel in a size no smaller than one-inch letters with drop charges, rate per mile, and waiting time.

(6) Maximum rates must be posted at the Huntsville International Airport and in all bus stations in a manner prescribed by the director of the department of parking and public transit.

(7) Response cards must be placed in each taxicab in a manner clearly visible to passengers; referring persons with questions or comments to the City of Huntsville Public Transit Division and listing the phone number and vehicle permit number.

(8) It shall be unlawful for the company or the driver of a taxicab to charge any passenger a fare for the use of such taxicab which is in excess of the rate established by this division and displayed on a properly working and inspected taximeter. Passengers shall have the right to pro-rate charges among themselves as they see fit. In the event the passengers cannot reach agreement as to their respective share of the total fare, the driver then shall be allowed to collect the fare to the point of final destination from the first passenger engaging the taxicab.

(9) No driver shall allow or permit any other person to occupy or ride in such taxicab unless the person or persons first employing the taxicab shall consent to the acceptance of additional passengers.

(10) If the metered fare for any trip to or from the Huntsville International Airport is less than \$15.00, a minimum fare of \$15.00 may be charged. On trips originating or terminating at the Huntsville International Airport, an additional \$2.00 may be charged for each additional passenger, excluding children under the age of six years.

(11) Every taxicab driver shall, upon the request of a passenger, give a receipt upon payment of the fare. The receipt shall indicate the beginning and ending points of the trip, the fare charged, the date, the company's name, and the vehicle number, and shall be signed by the driver.

(b) Vehicles for hire other than taxis. Vehicles for hire other than taxis may charge on a per trip (flat fee) or per hour (time elapsed) basis, or a combination thereof, and vehicles for hire that are non-motorized may charge on a per trip or per hour basis, or combination thereof, conditioned as follows:

(1) Airport shuttles may also charge based on a per person fee.

(2) Limousines, luxury vehicles, and special shuttles shall, as a minimum base rate, charge \$35.00 an hour, excluding other fees and gratuities, without prorating the first hour.

(3) Vehicles for hire that charge in whole or part on an hourly basis shall not prorate the first hour.

(4) The rates shall be uniformly applied to all passengers and shall be posted in each vehicle in a place visible to the passenger, except that companies that use an online enabled application (app) or digital platform to arrange for passenger service may post the rates in the online application (app) and on the company's website.

(c) All rates for any vehicle for hire shall be placed on file by letter to the director of parking and public transit.

(d) The driver is permitted to collect the amount owed from any passenger but it shall be left to the passengers to prorate the amount charged among themselves.

(e) At any time and from time to time the city council may amend this section to provide for a change in the amount of rates or the method for setting rates applicable to some or all vehicles for hire. In such event the amendatory action shall apply to then-current and future certified companies and their vehicles.

Section 3. The severability provisions of section 1-8 of the Code of Ordinances of the City of Huntsville, Alabama are specifically included herein by reference as if fully set forth.

Section 4. This Ordinance shall become effective upon its adoption and publication.

ADOPTED this the 10th day of February, 2022

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

APPROVED this the 10th day of February, 2022

Mayor of the City of Huntsville,
Alabama



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/10/2022

File ID: 2022-0103

Department: Human Resources and Water Pollution

Subject:

Type of Action: Approval/Action

Ordinance No. 22-71 amending Ordinance No. 89-79 to raise the minimum hiring rate for the Wastewater Treatment Plant Supervisor position. (Introduced January 27, 2022, Regular Council Meeting)

Ordinance No. 22-71

Finance Information:

Account Number: Click or tap here to enter text.

City Obligation Amount: \$

Total Obligation: \$

Special Circumstances:

Grant Funded: \$

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

ORDINANCE NO. 22-71

BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, that Ordinance No. 89-79, as amended, entitled the City of Huntsville Classification and Salary Plan, be and the same is hereby further amended as follows:

Section 1. The position of regular, full-time WasteWater Treatment Plant Supervisor, classified at a salary grade 18, step 1, is hereby further reclassified to a salary grade 18, step 15, as the minimum rate.

Section 2. In all other respects, Ordinance No. 89-79, as amended, shall remain in full force and effect.

ADOPTED this the 10th day of February, 2022.

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

APPROVED this the 10th day of February, 2022.

Mayor of the City of Huntsville,
Alabama



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/10/2022

File ID: 2022-0104

Department: City Council

Subject:

Type of Action: Approval/Action

Ordinance No. 22-72 amending Section 2-1422 of Division 7 of Article VIII of the Code of Ordinances of the City of Huntsville to add place numbers to the Burritt Memorial Committee. (Introduced January 27, 2022, Regular Council Meeting)

Ordinance No. 22-72

Finance Information:

Account Number: Click or tap here to enter text.

City Obligation Amount: \$

Total Obligation: \$

Special Circumstances:

Grant Funded: \$

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

ORDINANCE NO. 22-72

BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, that Division 7, Burritt Memorial Committee, of Article VIII, Boards, Commissions, Boards, and Authorities, of Chapter 2, Administration, of the Code of Ordinances of the City of Huntsville, Alabama, as originally adopted and approved October 27, 1955 pursuant to Ord. No. 55-104, and amended pursuant to Ord. No. 09-1208 is hereby further amended as follows:

Section 1. **Section 2-1422 Membership** is hereby amended to read as follows:

. . .

(f) Notwithstanding the foregoing, the membership of the committee shall change as follows: (1) Effective October 1, 2009, the committee shall consist of thirteen members, (2) effective October 1, 2010, the committee shall consist of seventeen members, and (3) effective April 1, 2022 the committee shall consist of seventeen members in numbered places one (1) through seventeen (17).

Section 2. With the exception of amendments made herein, all other portions of Division 7 of Article VIII of Chapter 2 of the Code of Ordinances shall remain in full force and effect.

Section 3. This ordinance shall become effective upon its adoption and publication.

ADOPTED this the 10th day of February, 2022.

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

APPROVED this the 10th day of February, 2022.

Mayor of the City of Huntsville,
Alabama



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/10/2022

File ID: 2022-0105

Department: Finance

Subject:

Type of Action: Approval/Action

Resolution authorizing the acceptance of donations.

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Obligation Amount: \$

Total Obligation: \$

Special Circumstances:

Grant Funded: \$

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

Cemetery: Donation from Elizabeth A. Shiver for Maple Hill Cemetery in the amount of \$50.00.

RESOLUTION NO. 22 - _____

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

Donation from Elizabeth A. Shiver to the Cemetery department for Maple Hill Cemetery in the amount of \$50.00.

BE IT RESOLVED, that the City Council of the City of Huntsville, Alabama, makes no commitment with respect to any further consideration as a result of the aforesaid donation, but that the City Council does offer its sincere appreciation for the above said donation.

ADOPTED this the 10th day of February, 2022.

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

APPROVED this the 10th day of February, 2022.

Mayor of the City of
Huntsville, Alabama



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/10/2022

File ID: 2022-0106

Department: Finance

Subject:

Type of Action: Approval/Action

A resolution authorizing the Mayor to terminate the Pest Control Services contract award extended to Spray's Termite Control & Insulations, Inc. pursuant to Resolution No. 21-960.

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Obligation Amount: \$

Total Obligation: \$

Special Circumstances:

Grant Funded: \$

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

RESOLUTION NO. 22-_____

WHEREAS, on September 23, 2021, the City Council of the City of Huntsville, Alabama authorized the Mayor to execute contracts for the provision of pest control services with Defense Pest Solutions as the first-call vendor and Spray's Termite Control & Insulation, Inc as the second-call vendor, pursuant to Resolution No. 21-960, and

WHEREAS, *Alabama Code* (1975) §41-16-27(b)(1) provides that an awarding authority may award multiple contracts from a single request for bids provided that the awarding authority includes in the bids notice that multiple awards may be made and provides the specific technical compatibility or operational requirements necessitating multiple awards; and

WHEREAS, an official letter of contract award was issued to Defense Pest Solutions on October 5, 2021 and Defense Pest Solutions has subsequently performed the services as required under the terms of the contract; and

WHEREAS, emails were sent to Spray's Termite Control & Insulation, Inc on September 30, 2021, October 1, 2021, and October 24, 2021 and phone calls were placed as efforts to obtain documents required as part of the contract award; and

WHEREAS, the Request for Bids (contract document) issued on August 2, 2021 stated that a copy of the City of Huntsville business license, showing authorization to conduct work within the city limits and a completed Bidder Pricing form document the hourly technician rate is required as part of the contract award, and

WHEREAS, as of January 12, 2022 Spray's Termite Control & Insulation, Inc. has failed to provide the required documents or respond to the City's requests either via email or phone it the recommendation of the Procurement Division and General Services Department that action be taken to terminate the contract with Spray's Termite Control & Insulation, Inc.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntsville, Alabama declares Spray's Termite Control & Insulation, Inc. to be in breach of the contract entered into pursuant to Resolution Number 21-960;

BE, IT FURTHER RESOLVED, by the City Council of the City of Huntsville, Alabama that the Mayor, be and is hereby authorized to terminate for cause the contract with Spray's Termite Control & Insulation, Inc. as the second call vendor and to name Defense Pest Solutions as the sole vendor and service provider of the Pest Control Services contract.

RESOLUTION NO. 22-_____

ADOPTED this the 10th day of February, 2021.

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

APPROVED this the 10th day of February, 2021.

Mayor of the City of Huntsville, Alabama



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/10/2022

File ID: 2022-0107

Department: Finance

Subject:

Type of Action: Approval/Action

Resolution authorizing travel expenses.

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Obligation Amount: \$

Total Obligation: \$

Special Circumstances:

Grant Funded: \$

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

RESOLUTION NO. 22 - _____

WHEREAS, the Finance Director has reviewed and submits for approval the attached itemized statements of travel expenses from city officials and employees. This resolution and the supporting documents are on file in the Office of the City Clerk-Treasurer.

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

ADOPTED this the 10th day of February, 2022.

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

APPROVED this the 10th day of February, 2022.

Mayor of the City of
Huntsville, Alabama



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/10/2022

File ID: 2022-0108

Department: Finance

Subject:

Type of Action: Unanimous Consent

Ordinance amending Budget Ordinance No. 21-867, by changing appropriated funding for various departments and funds.

Ordinance No.

Finance Information:

Account Number: Click or tap here to enter text.

City Obligation Amount: \$

Total Obligation: \$

Special Circumstances:

Grant Funded: \$

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

\$294,624.00 - Increase the Engineering department operating capital appropriation with a transfer from the 2014 Capital Improvement Fund.

\$294,624.00 - Decrease the Engineering department operating capital appropriation.

\$1,000,000.00 - Increase the Huntsville/Madison County Chamber of Commerce appropriation for workforce development funded from fund balance.

\$15,530.71 - Increase the Cemetery Department operating appropriation funded by fund balance.

\$159,027.14 - Increase the Cemetery Department operating capital appropriation for motor equipment and delayed contractual building renovation services funded by fund balance.

\$398,348.30 - Increase the Engineering Department operating capital appropriation for various drainage and development projects funded from fund balance.

\$1,258,307.90 - Increase the Engineering Department operating capital appropriation for various drainage and development projects funded from fund balance.

ORDINANCE NO. 22 – _____

BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, that Budget Ordinance No. 21-867, adopted and approved on September 23, 2021, is hereby amended as follows:

In the 1990 CAPITAL IMPROVEMENT FUND:

Increase the Engineering department operating capital appropriation by \$294,624.00 with a transfer from the 2014 Capital Improvement Fund.

In the 2014 CAPITAL IMPROVEMENT FUND:

Decrease the Engineering department operating capital appropriation by \$294,624.00.

Increase the Huntsville/Madison County Chamber of Commerce appropriation for workforce development at \$1,000,000.00 funded from fund balance.

In the CEMETERY PERPETUAL CARE FUND:

Increase the Cemetery Department operating appropriation by \$15,530.71 funded by fund balance.

Increase the Cemetery Department operating capital appropriation by \$159,027.14 for motor equipment and delayed contractual building renovation services funded by fund balance.

In the WPC ECONOMIC DEVELOPMENT FUND:

Increase the Engineering Department operating capital appropriation for various drainage and development projects at \$398,348.30 funded from fund balance.

In the WPC 2005 ECONOMIC DEVELOPMENT FUND:

Increase the Engineering Department operating capital appropriation for various drainage and development projects at \$1,258,307.90 funded from fund balance.

ORDINANCE NO. 22 – _____

ADOPTED this the 10th day of February, 2022.

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

APPROVED this the 10th day of February, 2022.

Mayor of the City of
Huntsville, Alabama



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/10/2022

File ID: 2022-0109

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: Click or tap here to enter text.

City Obligation Amount: \$

Total Obligation: \$

Special Circumstances:

Grant Funded: \$

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

Update of Bids:

Quality Glass Company, Inc. - Glass Installations, Repairs and Replacement Services (General Services)

Thompson Tractor Company - Tandem Enclosed Trailers (Fleet Services)

RESOLUTION NO. 22 - _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, the Mayor be, and he is authorized to accept the low bids meeting specifications and effectuate the following agreements on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreements are substantially in words and figures similar to those certain documents attached hereto and identified herein below with the date of February 10, 2022 appearing on the margin of the first page, together with the signature of the City Council President and an executed copy of said documents being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND:

<u>VENDOR</u>	<u>COMMODITY/SERVICE</u>	<u>AGREEMENT</u>
Quality Glass Company, Inc.	Glass Installation, Repairs and Replacement Services	One Year W/Extensions
Thompson Tractor Company	Tandem Enclosed Trailers	One Year W/Extensions

ADOPTED this the 10th day of February, 2022.

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

APPROVED this the 10th day of February, 2022.

Mayor of the City of Huntsville, Alabama

RESOLUTION NO. 22 - _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, the Mayor be, and he is authorized to accept the low bids meeting specifications and effectuate the following agreements on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreements are substantially in words and figures similar to those certain documents attached hereto and identified herein below with the date of February 10, 2022 appearing on the margin of the first page, together with the signature of the City Council President and an executed copy of said documents being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND:

<u>VENDOR</u>	<u>COMMODITY/SERVICE</u>	<u>AGREEMENT</u>
Quality Glass Company, Inc.	Glass Installation, Repairs and Replacement Services	One Year W/Extensions
Thompson Tractor Company	Tandem Enclosed Trailers	One Year W/Extensions

ADOPTED this the 10th day of February, 2022.

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

APPROVED this the 10th day of February, 2022.

Mayor of the City of Huntsville, Alabama



Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement Services DATE: 1/19/22
FROM: John Lang DEPT: General Services
BID #: 18-2022-74-2 COMMODITY/SERVICE: Glass Installation, Repairs and Repla

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Quality Glass Company, Inc.

RECOMMENDATION: The General Services Dept. recommends Quality Glass, Inc. for the Glass Installat
Repairs, and Replacement Services Bid.

DESCRIPTION	PRICE	UOM	COMMENT
Lead Laborer	75	/HR	
Helper Laborer	35	/HR	
Boom Lift	+10%	/Day	Rental Rate + 10%
Material Mark-Up	+30%	LS	Actual + 30%

INITIAL PURCHASE: AS NEEDED

FUNDING SOURCE: 1000-14-14300-513010-0000000

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.

John Lang

Digitally signed by John Lang
Date: 2022.01.19 12:11:12 -06'00'

Department Head

Date

Tamara M. Yancy

Digitally signed by Tamara M.
Yancy
Date: 2022.01.20 10:05:04 -06'00'

1/20/2022

Procurement Manager

Date

Email completed form to Procurement@huntsvilleal.gov



Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: PROCUREMENT SERVICES DATE: 01/26/2022
FROM: AUTUMN MCCORD DEPT: FLEET SERVICES
BID #: 24-2022-54-1 COMMODITY/SERVICE: Tandem Enclosed Trailers

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND THOMPSON TRACTOR COMPANY

RECOMMENDATION: Recommend to award bid to Thompson Tractor Company as the sole, responsive bidder. No bids received, negotiated.

DESCRIPTION	PRICE	UOM	COMMENT
I. 7'x16' Sure-Trac Tandem Enclosed Trailer	18,450.00	EA	Mod# STR84x16 TA-100
Wall Guard	0.00	EA	OPTION
5250 LB Rear Ramp Door w/Torsion Springs	2,500.00	EA	OPTION
Line-X Ramp Door & Floor Door, 12" High Interior Walls	1,775.00	EA	OPTION
Manual Roof Vent	150.00	EA	ADDITIONAL OPTION
Adj. Coupler w/Setback 8K Drop Leg Jack	450.00	EA	ADDITIONAL OPTION

INITIAL PURCHASE: AS NEEDED

FUNDING SOURCE: 3020-15-00000-520100-0000000

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.

Ricky Wilkinson Digitally signed by Ricky Wilkinson
Date: 2022.01.26 07:51:41 -06'00'

01/26/2022

Department Head

Date

Tamara M. Yancy Digitally signed by Tamara M.
Yancy
Date: 2022.01.26 11:28:59 -06'00'

1/26/2022

Procurement Manager

Date

Email completed form to Procurement@huntsvilleal.gov



CONTRACT/BID AWARD RECOMMENDATION FORM

TO:	<u>PROCUREMENT SERVICES</u>	DATE:	<u>01/26/2022</u>
FROM:	<u>AUTUMN MCCORD</u>	DEPT:	<u>FLEET SERVICES</u>
BID #:	24-2022-54-1	COMMODITY/SERVICE:	Tandem Enclosed Trailers

146

RESOLUTION NO. 22 - _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, the Mayor be, and he is authorized to accept the low bids meeting specifications and effectuate the following agreements on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreements are substantially in words and figures similar to those certain documents attached hereto and identified herein below with the date of February 10, 2022 appearing on the margin of the first page, together with the signature of the City Council President and an executed copy of said documents being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND:

<u>VENDOR</u>	<u>COMMODITY/SERVICE</u>	<u>AGREEMENT</u>
Quality Glass Company, Inc.	Glass Installation, Repairs and Replacement Services	One Year W/Extensions
Thompson Tractor Company	Tandem Enclosed Trailers	One Year W/Extensions

ADOPTED this the 10th day of February, 2022.

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

APPROVED this the 10th day of February, 2022.

Mayor of the City of Huntsville, Alabama



Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement Services DATE: 1/19/22
FROM: John Lang DEPT: General Services
BID #: 18-2022-74-2 COMMODITY/SERVICE: Glass Installation, Repairs and Repla

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Quality Glass Company, Inc.

RECOMMENDATION: The General Services Dept. recommends Quality Glass, Inc. for the Glass Installat
Repairs, and Replacement Services Bid.

DESCRIPTION	PRICE	UOM	COMMENT
Lead Laborer	75	/HR	
Helper Laborer	35	/HR	
Boom Lift	+10%	/Day	Rental Rate + 10%
Material Mark-Up	+30%	LS	Actual + 30%

INITIAL PURCHASE: AS NEEDED

FUNDING SOURCE: 1000-14-14300-513010-0000000

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.

John Lang Digitally signed by John Lang
Date: 2022.01.19 12:11:12 -06'00'

Department Head

Date

Tamara M. Yancy Digitally signed by Tamara M.
Yancy
Date: 2022.01.20 10:05:04 -06'00'

1/20/2022

Procurement Manager

Date

Email completed form to Procurement@huntsvilleal.gov



HUNTSVILLE

Tommy Battle
Mayor
City of Huntsville, Alabama
Finance Department
Procurement Services Division

Invitation For Bids Glass Installation, Repairs and Replacement Services

Invitation for Bid #:	18-2022-74-2
Issue Date:	November 12, 2021
Bid Bond Requirements:	No, a Bid Bond is not required
Certificate of Insurance Requirements:	Yes, a certificate of insurance is required
Pre-Bid Teleconference Date and Time:	N/A
Pre-Bid Conference Date:	N/A
Deadline for Questions Date:	November 23, 2021 @ 5:00 PM All questions must be submitted in writing to carrie.power@huntsvilleal.gov
IFB Closing Date:	November 30, 2021 @ 2:00:00 PM
Post-Closing Bidder Teleconference Date:	N/A
Post-Closing Bidder Presentation/Demonstration Date:	NA
Procurement Services Contact:	Carrie Power carrie.power@huntsvilleal.gov (256) 564-8060 (256) 427-5059 fax
City Internet Site:	www.huntsvilleal.gov/ebids
IFB E-Documents:	N/A
Bid Copies to be Submitted	1 Original, 1 Copy
City File Reference:	Glass Installation, Repairs and Replacement Services 2022

APPENDIX D DETAILED REQUIREMENTS CHECKLIST

The following specifications are being provided to potential bidders as guidelines which describe the minimum type and quality of service the City of Huntsville is requiring. The Bidder must indicate compliance or list exceptions to each specification item for consideration and/or acceptance. Failure to comply with this provision shall be cause for rejection of the bid as non-responsive.

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	A. NOTICE TO BIDDERS		
1.	Each bidder, before submitting a bid shall become fully informed as to the extent and character of the work required. No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be done, it being understood that the submission of a bid is an agreement with all of the items and conditions referred to herein.	x	
	B. LAW AND REGULATIONS		
2.	The contractor shall perform in accordance with all applicable state, local and federal regulations and legal requirements in his performance of the contract.	x	
	C. LICENSES, APPROVALS, PERMITS, ETC.		
3.	The successful contractor must have in place, before the award of the bid, any and all local, state and federal licenses, approvals, permits, authorizations and/or certifications which would be applicable for all services to be rendered during the term of the agreement.	x	
	D. SCOPE OF SERVICES		
4.	The contract shall be a fixed labor rate with reimbursement for materials. The contractor must furnish all labor, materials, tools of the trade, equipment, subcontractor work, supervision, and other services, without exception, for the proper execution and completion of the contract.	x	
	E. CONTRACTOR REQUIREMENTS		
5.	The contractor must have extensive experience in the repair and installation of various glass systems including but not limited to: tempered glass, insulated glass, window glass, furniture glass tops, safety glass, tinted glass, reflective glass, fire rated glass, bullet resistant glass, laminated glass, metal framed store fronts and entrances, curtain walls and automatic door openers.	x	
6.	The successful contractor must be able to temporarily secure the facility in emergency situations.	x	
7.	Bidders must have three years of experience in commercial glass work and possess all tools of the trade.	x	
	F. RESPONSIBILITY OF THE CONTRACTOR		
8.	The successful contractor must inspect each job and provide a written estimate of the materials and labor hours at the hourly contract rate per labor category in a timely manner. Any estimate of \$50,000 or more shall not be authorized under this contract.	x	
9.	A purchase order will be issued based upon the estimate which will also serve as the contractor's authorization to proceed. No work shall be performed without a purchase order from the General Services Department.	x	
10.	At the completion of work, an invoice must be submitted for the actual cost and itemized in accordance with the contract for each labor category. Only one (1) skilled laborer will be allowable on repair projects unless approved by the General Services Representative. Under no circumstances shall any invoice exceed the original estimate. we send 2 men		x
11.	The contractor is responsible to familiarize himself with local conditions, nature and extent of work, and to carefully examine the specifications.	x	
12.	The contractor must provide competent workmen and supervision.	x	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
13.	Take all precautions necessary to protect persons and property from injury or damage during the performance of this contract. The contractor is responsible for any injury to himself, his employees, or others as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by him or his employee's fault or negligence.	x	
14.	Perform work without unnecessarily interfering with the City of Huntsville activities or other contractor(s).	x	
15.	The contractor must clean up and remove all debris from the job site in accordance with all local disposal regulations. The City of Huntsville will reimburse disposal cost with proof of documentation.	x	
	G. BACKGROUND CHECKS		
16.	The successful bidder must have police background checks completed at their expense, on all employees that will be in City facilities. The background check must be maintained at the bidders place of business and be available for review at reasonable times by the General Services Department Director or his agent. Any negative history indicated on the background check must be immediately brought to the attention of the General Services Department. Any employees with a negative history on the background check must be approved by the General Services Department before entering a City facility to work on any portion of this bid.		x
	H. OSHA & LOCK OUT TAG OUT		
17.	Contractor must abide by all OSHA regulations and requirements including Lock Out Tag Out of energy sources	x	
	I. ADDITIONAL VENDOR REQUIREMENTS		
18.	Check-In/Check-Out At the City's option, the contractor may be required to check-in or check-out using one of the following methods: a. The contractor shall post in a conspicuous place, at site locations, a check sheet and enter thereon the date of each service visit, the name of the individual performing the service, and the time of the service. b. The contractor shall call, from the work site location phone, the requesting department and give the operator the name of the individual performing the service, work order numbers, and the time of the start and stop of service. c. The contractor shall call, from the work site location phone, the requesting department and log into an automated check in system at the time of the start and stop of service.	x	
19.	The Contractor will be responsible for providing their lead personnel with cellular or digital portable telephones whereby they can be contacted and can contact the requesting department at all times.	x	
20.	The Contractor's personnel must wear appropriate professional working attire including pants, shirts with sleeves, tennis shoes/boots and have a picture I.D. badge visibly worn at all times. Only if provided by the City		
	J. REPAIR STATUS, WHEN A DELAY		
21.	Notify the requesting department whether project has been completed or if job site is abandoned to pick up or order materials to complete project and estimated time frame to return to job.	x	
22.	In the event the Contractor must leave the site to purchase parts for the completion of job, this departure time must be reported to the requesting department with estimated time allotted to pick up parts and estimated time to return to the job site for the completion of the project. Time to and from location site not reported to the requesting department will not be credited for processing of invoices.	x	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	K. EXECUTION OF WORK		
23.	When possible and practical, division personnel will instruct the contractor of what the work consists of and, when applicable, the materials and equipment to be used. A Purchase Order will be issued to the Contractor based upon an estimate before any work is performed. The estimate must itemize anticipated technician hours. It is required that only one (1) skilled laborer will respond for a repair or maintenance call. Furthermore, the contractor must obtain approval to having another laborer or helper on site to assist in repairs/maintenance. Any project, which is estimated at \$50,000 or more in cost, will be separately bid. No project shall be split in order to avoid this limitation. We send 2 men to all projects		
24.	Work schedule shall be coordinated with the General Services representative to minimize the effect on the building occupants.	x	
	L. RESPONSE TIME		
25.	The contractor shall have personnel available to provide repair and/or maintenance services on a twenty-four (24) hour a day, seven (7) days a week basis.		x
26.	All work shall be started within two (2) hours for emergencies and twenty-four (24) hours for non-emergencies after notification to proceed unless further delay is authorized by General Services. All such work shall be completed in accordance with the compilation schedule submitted as part of the written estimate.	x	
27.	It is the intention of this contract that equipment be maintained so as to preserve the operating characteristics in line with the original design. Contractor must respond (including weekends) within the times listed in the main specification of the request for service. Should the City of Huntsville find through its own investigation or that of its representative that these standards are not being maintained, the contractor shall be given fourteen (14) days' notice to restore the performance to the required level. Failure by the contractor to restore the performance to the required level within that time shall constitute sufficient cause for termination of the contract by reason of default.	x	
	M. INSPECTION AND ACCEPTANCE		
28.	The City of Huntsville inspection and acceptance of contractual compliance will be accomplished by a representative of General Services. General Services Management will approve a record of time and materials used for the job as maintained by the contractor, and state on the invoice that they inspected and accepted the work performed.	x	
	N. CALL BACK SERVICES		
29.	Call back service for previous repairs or maintenance will be on a twenty-four (24) hour, seven (7) days a week basis at no additional cost to the City, and response time will be within one (1) hour of notification for emergencies and two (2) hours for non-emergencies unless further delay is authorized.		x
	O. ALLOWANCE OF IN-HOUSE WORK		
30.	No section or portion of this contract shall be construed or interpreted to preclude the City from accomplishing any task or undertaking any operation or project utilizing its own work force.	x	
	P. MATERIALS & EQUIPMENT		
31.	New or added materials or equipment installed shall be invoiced at the Contractor's actual cost to include any and all discounts offered by their supplier. The Contractor must furnish all labor, tools, materials, equipment and subcontractor work required to provide all required services as outlined in this IFB. Material prices are subject to verification. The City of Huntsville may, at its option, furnish the materials or equipment. The successful bidder shall furnish materials unless otherwise directed by the City of Huntsville. Such materials, equipment rental and subcontractor work shall be itemized and billed at the bidder's actual cost plus ten percent (10%).		

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	A copy of the invoice for the materials must be furnished to the City along with the invoice for the work performed under this contract. Taxes will be reimbursed but will not be subject to the 10% markup.	x	
32.	If during the term of the contract and extension(s) thereto, regulations are passed which require the contractor to purchase or obtain equipment that is necessary for compliance of those regulations in relation to the trade, the contractor shall obtain the required equipment at no liability to the City.	x	
33.	All subcontractor work and equipment rental must be pre-approved by the City of Huntsville.	x	
	Q. SUMMARY REPORT		
34.	Contractor must complete matching invoice with break-down of costs to include: hours, total material, date, invoice#, mark-up with sub-total, grand total. A detailed written report must be submitted to the General Services Department outlining work performed at facilities. Attach all copies of tickets/work orders/invoices to the Summary Report.	x	
	R. INVOICING		
35.	The contractor will invoice the City on a job-by-job/project basis to include a copy of the Summary report. The contractor's invoice shall contain a complete account of all activity for that job/project, cost of parts sold to the City and cost of transportation and special shipping for special order requests on direct charge and/or nonstock items as specified in the resulting contract. All freight charges must be approved by the City in advance. All items that come from stock must be approved along with the price. The City reserves the right to require any information considered necessary to monitor the contractor's operation and to receive reports on whatever frequency needed (i.e. daily, weekly or monthly).	x	
36.	Original invoices shall be submitted at the completion of each job with the following information: City of Huntsville Accounts Payable accountspayable@huntsvilleal.gov 1. Name and address of Contractor 2. Invoice date 3. Invoice # 4. Bid Number 5. Description, quantity, unit of measure, unit price and extended price of services performed for each location. 6. Name, title, phone number and mailing address of person to be notified in event of a defective invoice. 7. A job summary Report	x	
37.	Invoices should be submitted as soon as possible but no later than 14 calendar days after the work order is closed.	x	
	S. LABOR CHARGES		
38.	The City does not pay overtime or holiday pay.	x	
39.	The City of Huntsville will not incur any transportation or travel costs, including trip or fuel charges, under this contract.	x	
	T. TRAVEL TIME		
40.	No travel time will be permitted. The City of Huntsville will pay only for time spent at the job site.	x	
	U. HOUR ROUNDING		
41.	For purposes of processing invoices, labor will be rounded up to the next ¼ hour of time spent on the job site.	x	


Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	V. EXCESS PROJECT AMOUNT		
42.	When practical, a Purchase Order will be issued to Contractor based upon an estimate before any work is performed. The estimate must itemize anticipated hours. It is required the contractor must obtain approval from the requesting department prior to beginning work. Any project which is estimated to exceed \$50,000.00 in cost will be subject to a separate competitive bid. No project shall be split in order to avoid this limitation.	X	
	W. FAILURE FORM		
43.	Contractor's failure to perform will be documented. The document is called a "Vendor Complaint Form". The Contractor will receive a copy of the "Vendor Complaint Report", and given an opportunity to respond. A copy of the report will be sent to Procurement Services for their files.	X	
44.	In the event of failures, Procurement Services will make a determination to terminate the award by providing a ten (10) day letter of cancellation notification	X	
	X. OWNER'S RIGHT TO AWARD MULTIPLE CONTRACTS		
45.	The City of Huntsville reserves the right to award contracts to multiple bidders/contractors to ensure that the needs of the City are being achieved.	X	
	Y. TERMINATION FOR DEFAULT		
46.	The Contractor's right to perform this contract may be terminated by the City of Huntsville in the event services are not performed, as required, in the contract. In the event services are not performed, as required in the contract, the City may have the service performed by others and the Contractor shall be liable for all costs to the City in excess of the contract price for the remaining portion of any incomplete job.	X	
	Z. TERMINATION FOR CAUSE OR CONVENIENCE		
47.	If the City of Huntsville elects to terminate this contract, written notice will be given at least thirty (30) days in advance of the effective date. The Contractor will be paid for all labor and material provided as of the termination date. No consideration will be given for anticipated loss of revenue on the canceled portion of the contract.	X	
48.	The chosen bidder shall be required to give the City of Huntsville 60 days' notice before cancellation of the contract, should the bidder wish to end service before the contract expires.	X	
	AA. 24 HOUR CONTACT		
49.	Provide 3 contact names listing each 24-hour phone numbers.	N/A	
50.	Contact #1: Name: Phone Number(s):		
51.	Contact #2: Name: Phone Number(s):		
52.	Contact #3: Name: Phone Number(s):		
	BB. REFERENCES		
53.	Bidder must provide three (3) references from similar repair/maintenance contracts in which your company has held within the past two (2) years.	N/A	
54.	Company Name: Contact Name: Address: Phone Number: E-mail Address:		
55.	Company Name: Contact Name: Address:		

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	Phone Number: E-mail Address:		
56.	Company Name: Contact Name: Address: Phone Number: E-mail Address:		

This Detail Requirement Checklist Form is hereby submitted by the undersigned:

Quality Glass Company Inc

Printed legal name of Bidder


Signature

Joel B Johnson

Printed name of individual/corporate officer/general
partner/joint venturer AND Title

1/19/22

Date

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.

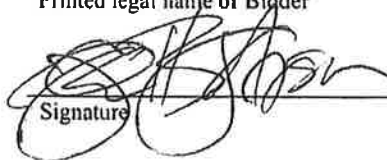
Bidder shall acknowledge receipt of all addenda in the space provided on the Bidder Pricing Form below. Failure to acknowledge receipt of addenda shall not relieve Bidder of full responsibility for all requirements contained in addenda.

We acknowledge receipt of the following addenda: Quality Glass Company Inc

Description	Hourly Rate	Estimated Quantity	Subtotal
PRICING PART A			
Lead Laborer	\$75	8 HR	\$ 600
Helper Laborer	\$35	8 HR	\$ 280
PRICING PART B			
Boom Lift	Per Day Rate	1 DAY	\$ Cost plus 10%Cost plus 30%
Material Mark-up %	%30	1 LS	
TOTAL			\$

- Quantities provided are for evaluation purposes only. Actual amounts will be subject to amounts needed.

This Price Bid Form is hereby submitted by the undersigned:

<u>Quality Glass Company Inc</u> Printed legal name of Bidder  Signature	<u>Joel B Johnson</u> Printed name of individual/corporate officer/general partner/joint venturer AND Title <u>01/19/22</u> Date
--	---

APPENDIX H

CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

A. General Information. Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): Quality Glass Company Inc
- City of Huntsville current taxpayer Identification number (if available): 271690
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

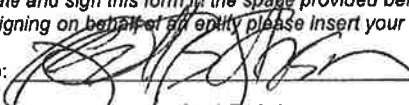
B. Type of Ownership. Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

Type of Ownership (check appropriate box)	Entity I. D. Number & Applicable State
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input type="checkbox"/> LLC (Multi-Member)	Number & State:
<input checked="" type="checkbox"/> Corporation	Number & State: 107-622 Alabama
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

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

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

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

Signature:  Title (if applicable): President

Type or legibly write name: Joel B Johnson Date: 1/19/22



Alabama Secretary of State



Quality Glass Company, Inc.	
Entity ID Number	107 - 622
Entity Type	Domestic Corporation
Principal Address	HUNTSVILLE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Madison County
Formation Date	12/16/1985
Registered Agent Name	JOHNSON, JOEL B
Registered Office Street Address	203 WHITE PICKET TRAIL MERIDIANVILLE, AL 35759
Registered Office Mailing Address	616 PEARL AVENUE HUNTSVILLE, AL 35801
Nature of Business	GLASS
Capital Authorized	10,000 NPV
Capital Paid In	10,000 NPV
Incorporators	
Incorporator Name	BROCK, S CLAYTON JR
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	JOHNSON, JOEL J
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	LATHAM, DONALD R
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	JOHNSON, JOEL B
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
<p>Annual Report information is filed and maintained by the Alabama Department of Revenue.</p> <p>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.</p>	

Quality Glass Company, Inc.	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021
Transactions	
Transaction Date	09/11/2015
Agent Mailing Address Changed From	* Added
Transaction Date	09/11/2015
Registered Agent Changed From	LATHAM, DONALD R 1008 SAN RAMON AVE HUNTSVILLE, AL 35802
Scanned Documents	
Document Date / Type / Pages	12/16/1985 Certificate of Formation 6 pgs.
Document Date / Type / Pages	09/11/2015 Registered Agent Change 2 pgs.

[Browse Results](#)
[New Search](#)

APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

Name of Proposer (exactly as it would appear on an agreement):

Quality Glass Company Inc

Doing-Business-As Name of Proposer:

Principal Office Address:

616 Pearl Ave
Huntsville AL 35801

Telephone Number: 256- 534-4322

Fax Number: 256-533-1334

Form of Business Entity [check one ("X")]

Corporation X
Partnership
Individual
Joint Venture
Other (describe):

Corporation Statement

If a corporation, answer the following:

Date of incorporation: December 16, 1995

Location of incorporation: Huntsville, AL

The corporation is held: Publicly Privately X

Names and titles of corporate officers:

Joel B Johnson, President

Pamela A Johnson Vice President

Partnership Statement

If a partnership, answer the following:

Invitation for Bid # 18-2022-74-2

Date of organization: _____
Location of organization: _____
The partnership is: General ___ Limited ___

Name, address, and ownership share of each general partner owning more than five percent (5%) of the partnership:

Joint Venture Statement

If a Joint Venture, answer the following:

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

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

2. CITY OF HUNTSVILLE EMPLOYEE, MEMBER OF HOUSEHOLD OR BUSINESS ASSOCIATE

Code of Ala. 1975§36-25-11 requires that contracts entered into with a public official, a public employee, a member of the household of the public official or public employee, or a business with which a public official or public employee associates be filed with the Alabama Ethic Commission. If you are awarded the contract, and if you are a City employee, or if a member of your household is a City employee or public official, or if your business associates with a City employee or public official, you must comply with the provisions of Code al Ala. 1975§36-25-11.

City Employee Yes ___ No X
If "Yes," Department _____

Member of Household City Employee Yes ___ No X
If "Yes," Name (s) _____

Anyone associated with your company a City Employee Yes ___ No X
If "Yes," Name (s) _____

3. CONTRACTOR E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as " the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in

accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2).

Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

"By signing this contract the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

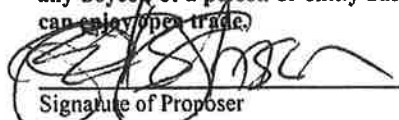
4. ACKNOWLEDGEMENTS

I hereby certify that I have read and understand the City of Huntsville's General Terms and Conditions. I hereby certify that I agree to comply with all of the General Terms and Conditions of this IFB. I also understand that the General Terms & Conditions are standard and that any contradicting requirements of the IFB supercede.

I affirm that I have not been in any agreement or collusion among Proposers or prospective Proposers in restraint of freedom of competition.

Upon award of this bid, I will not substitute any item on this bid under any circumstances.

By signing this submittal, the Bidder represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.


Signature of Proposer

Joel B Johnson
Print or Type Name of Proposer

1/19/22
Date

Quality Glass Company Inc

Legal Name of Firm

616 Pearl Ave

Mailing Address

Huntsville, AL 35801

City State Zip Code

256-534-4322 256-533-1334
Phone Fax

joey@qualityglassco.net

Email Address

www.qualityglassco.net

Website Address

Company ID Number: 522978

Approved by:

Employer Quality Glass Co., Inc	
Name (Please Type or Print) Wendy J McCormick	Title
Signature Electronically Signed	Date 03/20/2012
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/20/2012

Company ID Number: 522978

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Quality Glass Co., Inc
Company Facility Address	616 Pearl Ave Huntsville, AL 35801
Company Alternate Address	
County or Parish	MADISON
Employer Identification Number	630916146
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)



Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: PROCUREMENT SERVICES DATE: 01/26/2022
 FROM: AUTUMN MCCORD DEPT: FLEET SERVICES
 BID #: 24-2022-54-1 COMMODITY/SERVICE: Tandem Enclosed Trailers

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND THOMPSON TRACTOR COMPANY

RECOMMENDATION: Recommend to award bid to Thompson Tractor Company as the sole, responsive bidder. No bids received, negotiated.

DESCRIPTION	PRICE	UOM	COMMENT
I. 7'x16' Sure-Trac Tandem Enclosed Trailer	18,450.00	EA	Mod# STR84x16 TA-100
Wall Guard	0.00	EA	OPTION
5250 LB Rear Ramp Door w/Torsion Springs	2,500.00	EA	OPTION
Line-X Ramp Door & Floor Door, 12" High Interior Walls	1,775.00	EA	OPTION
Manual Roof Vent	150.00	EA	ADDITIONAL OPTION
Adj. Coupler w/Setback 8K Drop Leg Jack	450.00	EA	ADDITIONAL OPTION

INITIAL PURCHASE: AS NEEDED

FUNDING SOURCE: 3020-15-00000-520100-0000000

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.

Ricky Wilkinson Digitally signed by Ricky Wilkinson
Date: 2022.01.26 07:51:41 -06'00'

01/26/2022

Department Head

Date

Tamara M. Yancy Digitally signed by Tamara M.
Yancy
Date: 2022.01.26 11:28:59 -06'00'

1/26/2022

Procurement Manager

Date

Email completed form to Procurement@huntsvilleal.gov



CONTRACT/BID AWARD RECOMMENDATION FORM

TO:	<u>PROCUREMENT SERVICES</u>	DATE:	<u>01/26/2022</u>
FROM:	<u>AUTUMN MCCORD</u>	DEPT:	<u>FLEET SERVICES</u>
BID #:	24-2022-54-1	COMMODITY/SERVICE:	Tandem Enclosed Trailers

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HUNTSVILLE

Tommy Battle
Mayor
City of Huntsville, Alabama
Finance Department
Procurement Services Division

Invitation For Bids TANDEM ENCLOSED TRAILERS

Invitation for Bid #:	24-2022-54-1
Issue Date:	December 8, 2021
Bid Bond Requirements:	No, a Bid Bond is not required
Certificate of Insurance Requirements:	Yes, a Certificate of Insurance is required
Pre-Bid Teleconference Date and Time:	N/A
Pre-Bid Conference Date:	N/A
Deadline for Questions Date:	December 27, 2021 @ 5:00 PM All questions must be submitted in writing to larissa.schroeder@huntsvilleal.gov .
IFB Closing Date:	January 5, 2022 @ 2:00:00 PM
Post-Closing Bidder Teleconference Date:	N/A
Post-Closing Bidder Presentation/Demonstration Date:	N/A
Procurement Services Contact:	LaRissa Schroeder larissa.schroeder@huntsvilleal.gov (256) 427-5058 (256) 427-5059 fax
City Internet Site:	www.huntsvilleal.gov/cbids
IFB E-Documents:	N/A
Bid Copies to be Submitted	1 Original, 1 Copy
City File Reference:	Tandem Enclosed Trailers 2022

APPENDIX D

DETAILED REQUIREMENTS CHECKLIST

The following specifications are being provided to potential bidders as guidelines which describe the minimum type and quality of equipment the City of Huntsville is requiring. The Bidder must indicate compliance or list exceptions to each specification item for consideration and/or acceptance. Failure to comply with this provision shall be cause for rejection of the bid as non-responsive.

It is the intent of these specifications to describe three (3) Tandem Enclosed Trailers of various sizes and specifications, which the City considers, through its own experience, will best meet its needs. The City realizes that other units on the market may, through different design, meet the same desired level of serviceability and maintainability. Therefore, any bid will be evaluated and given consideration if, in the judgment of the City, the overall intent of these specifications is met. The Fleet Manager shall be the final judge in determining the acceptability of any exception taken to the specifications. The units shall be in current production and printed literature covering the standard unit shall be submitted with bid.

Omission in these specifications of any item essential to the delivery of operational equipment does not alleviate the bidder from furnishing such.

I. - 7' x 16' Tandem Enclosed Trailer

Compliant?

LINE REF #	DETAILED REQUIREMENTS	YES	NO
1	Trailer must be 9,990 lb. GVWR	✓	
2	Trailer must have a 16' body length	✓	
3	Trailer must have a 7'0" body width	✓	
4	Trailer must be 20'4" in overall length		✓ 24'6" / 24'5"
5	Trailer must be 8.5' in overall width	✓	
6	Trailer must be 8'4" in overall height		✓ 10'4" / 8'7"
7	Trailer must have a 15'9" interior length		✓
8	Trailer must have a 6'9" interior width	✓	20'1" / 18'8"
9	Trailer must have a 6'8" interior height	✓	
10	Trailer must have a 21" platform height	✓	
11	Trailer must come with safety chains with clevis hook and latch installed	✓	
12	Trailer must have a 7-way RV-style molded plug	✓	
13	Trailer must have entire chassis undercoated	✓	
14	Trailer must have an adjustable height 2-5/16" coupler (Made in the USA)	✓	
15	Trailer must have a 1-piece aluminum roof	✓	
16	Trailer must have 3/4" high-performance interior decking	✓	
17	Trailer must have a 24" stone guard on front	✓	
18	Trailer must have 3/8" high-performance interior sidewalls	✓	
19	Trailer must have .030 bonded aluminum exterior	✓	

LINE REF #	DETAILED REQUIREMENTS	YES	NO	
20	Trailer must have 16" OC tube vertical wall posts	✓		
21	Trailer must have 2"x6" steel tube main rails	✓		
22	Trailer must have 16" OC C-channel crossmembers minimum	✓		
23	Trailer must have 5200 lb. axles with E-Z lube hubs	✓		
24	Trailer must have 4-wheel electric brakes with breakaway battery	✓		
25	Trailer must have radius roof with silver fiberglass end caps-front & rear	✓		
26	Trailer must have .080 extruded aluminum roof cove with drip rail and anodized finish	✓		
27	Trailer must have 16" OC tube roof bows		✓	29"
28	Trailer must have LED taillights and side marker LED light as well as LED dome light	✓		
29	Trailer must have 15' radial tires E load range	✓		
30	Trailer must have 76" W x 69" H rear door opening	✓		
31	Trailer must have 36" side door w/flush lock		✓	As Option 32" x 70"
32	Trailer must have 5000 lb. rated super duty rear ramp door with integrated transition	✓		As Option
33	Trailer must have square tube 8K drop leg side wide jack with footplate (Bolt-On/Replaceable)		✓	7K
34	Trailer must have manual roof vent	✓		As Option
35	All delivery costs must be included.	✓		
	Please select any of the below options you can comply with and include any associated cost for each option in Appendix F-Bidder Pricing Form:			
36	Option: Wall guard	✓		
37	Option: 5250 lb. rear ramp door with torsion springs	✓		
38	Option: Line-X ramp door and floor 12 inches high on interior walls	✓		
39	Please list any additional options and associated cost in Appendix F-Bidder Pricing form			

II. - 8.5' x 16' Tandem Enclosed Trailer

Compliant?

LINE REF #	DETAILED REQUIREMENTS	YES	NO
1	Trailer must be 9,990 lb. GVWR	✓	
2	Trailer must have a 16' body length	✓	
3	Trailer must have an 8'4" body width	✓	
4	Trailer must have a 20'4" overall length		✓ 249"/20'7"
5	Trailer must have an 8.5' overall width	✓	
6	Trailer must have an 8'7" overall height	✓	
7	Trailer must have a 15'9" interior length		✓ 201"/16'8"
8	Trailer must have an 8'1" interior width	✓	
9	Trailer must have a 6'8" interior height	✓	
10	Trailer must have a 21" platform height	✓	
11	Trailer must come with safety chains with clevis hook and latch installed	✓	
12	Trailer must have a 7-way RV-style molded plug	✓	
13	Trailer must have entire chassis undercoated	✓	
14	Trailer must have an adjustable height 2-5/16" coupler (Made in the USA)	✓	
15	Trailer must have a 1-piece aluminum roof	✓	
16	Trailer must have 3/4" high-performance interior decking	✓	
17	Trailer must have 24" stone guard on front	✓	
18	Trailer must have 3/8" high-performance interior sidewalls	✓	
19	Trailer must have .030 bonded aluminum exterior	✓	
20	Trailer must have aluminum fenders	✓	
21	Trailer must have 16" OC tube vertical wall post	✓	
22	Trailer must have 2"x6" steel tube main rails	✓	
23	Trailer must have 16" OC C-channel crossmembers minimum	✓	
24	Trailer must have 5200 lb. axles with E-Z lube hubs	✓	
25	Trailer must have 4-wheel electric brakes with breakaway battery	✓	
26	Trailer must have radius roof with silver fiberglass end caps-front & rear	✓	
27	Trailer must have .080 extruded aluminum roof cove with drip rail and anodized finish	✓	
28	Trailer must have 16" OC tube roof bows		✓ 24"
29	Trailer must have LED taillights and side marker LED Light as well as LED dome light	✓	
30	Trailer must have 15' radial tires E load range	✓	

LINE REF #	DETAILED REQUIREMENTS	YES	NO	
31	Trailer must have 92" W x 69" H rear door opening	✓		As Option
32	Trailer must have 36" side door w/flush lock		✓	32" x 70"
33	Trailer must have 5000 lb. rated super duty rear ramp door with integrated transition	✓		As Option
34	Trailer must have square tube 8K drop leg side wide jack with footplate (Bolt-on/Replaceable)		✓	7K
35	Trailer must have manual roof vent	✓		As Option
36	All delivery costs must be included	✓		
	Please select any of the below options you can comply with and include any associated cost for each option in Appendix F-Bidder Pricing Form:			-
37	Option: Wall guard	✓		
38	Option: 5250 lb. rear ramp door with torsion springs	✓		
39	Option: Line-X ramp door and floor 12 inches high on interior walls	✓		
40	Please list any additional options and associated cost in Appendix F-Bidder Pricing Form.			

III. - 8.5' x24'Tandem Enclosed Trailer

LINE REF #	DETAILED REQUIREMENTS	Compliant?	
		YES	NO
1	Trailer must be 9,990 lb. GVWR	✓	
2	Trailer must have a 24' body length	✓	
3	Trailer must have a 8'4" body width	✓	
4	Trailer must have a 28'4" overall length		✓
5	Trailer must have an 8.5' overall width	✓	
6	Trailer must have an 8'7" overall height	✓	
7	Trailer must have a 23'9" interior length	✓	
8	Trailer must have an 8'1" interior width	✓	
9	Trailer must have a 6'8" interior height	✓	
10	Trailer must have a 21" platform height	✓	
11	Trailer must come with safety chains with clevis hook and latch installed	✓	
12	Trailer must have 7-way RV-style molded plug	✓	
13	Trailer must have entire chassis undercoated	✓	
14	Trailer must have an adjustable height 2-5/16" coupler (Made in the USA)	✓	
15	Trailer must have a 1-piece aluminum roof	✓	
16	Trailer must have 3/4" high-performance interior decking	✓	
17	Trailer must have 24" stone guard on front	✓	
18	Trailer must have 3/8" high-performance interior sidewalls	✓	
19	Trailer must have .030 bonded aluminum exterior	✓	
20	Trailer must have aluminum fenders	✓	
21	Trailer must have 16" OC tube vertical wall posts	✓	
22	Trailer must have 2"x 6" steel tube main rails	✓	
23	Trailer must have 16" OC C-channel crossmembers minimum	✓	
24	Trailer must have 5200 lb. axles with E-Z lube hubs	✓	
25	Trailer must have 4-wheel electric brakes with breakaway battery	✓	
26	Trailer must have radius roof with silver fiberglass end caps-front & rear	✓	
27	Trailer must have .080 extruded aluminum roof cove with drip rail and anodized finish	✓	
28	Trailer must have 16" OC tube roof bows		✓
29	Trailer must have LED taillights and side marker LED Light as well as LED dome light	✓	
30	Trailer must have 15' radial tires E load range	✓	
31	Trailer must have 92" W x 69" H rear door opening	✓	

345" / 28' 8"

24"

As Option

LINE REF #	DETAILED REQUIREMENTS	YES	NO	
32	Trailer must have 36" side door w/flush lock		<input checked="" type="checkbox"/>	32" X 70"
33	Trailer must have 5000 lb. rated super duty rear ramp door with integrated transition	<input checked="" type="checkbox"/>		
34	Trailer must have square tube 8K drop leg side wide jack with footplate (Bolt-On/Replaceable)		<input checked="" type="checkbox"/>	JK
35	Trailer must have manual roof vents	<input checked="" type="checkbox"/>		As Option
36	All delivery costs must be included	<input checked="" type="checkbox"/>		
	Please select any of the below options you can comply with and include any associated cost for each option in Appendix F-Bidder Pricing Form:			
37	Option: Wall guard	<input checked="" type="checkbox"/>		
38	Option: 5250 lb. rear ramp door with torsion springs	<input checked="" type="checkbox"/>		
39	Option: Line-X ramp door and floor 12 inches high on interior walls	<input checked="" type="checkbox"/>		
40	Please list any additional options and associated cost in Appendix F-Bidder Pricing Form.			

APPENDIX F BIDDER PRICING FORM

The City reserves the right to make an award in whole or part to one or more Bidders whenever deemed necessary and in the best interest of the City. Per Appendix B-Scope of Work & Related Information, bids will be evaluated as a whole. All minimum quantities provided are considered to be estimates only.

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

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

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

We acknowledge receipt of the following addenda: _____

I. 7' x 16' TANDEM ENCLOSED TRAILER

Make Sure-Trac Model STR84 X16 TA-100

Delivery Schedule May 2022

Total Price Each \$ 18,450.00 (TO INCLUDE DELIVERY)

OPTIONS:

A. Wall Guard: \$ 0.00 3/4" x 12" wood kickplate

B. 5250 LB. Rear Ramp Door w/Torsion Springs: \$ 2,500.00 Includes 2" extra width upgrade

C. Line-X Ramp Door & Floor Door 12" High on Interior Walls: \$ 1,775.00

ADDITIONAL OPTIONS & PRICE (IF AVAILABLE):

manual roof vent: \$150.00

adj. coupler w/set back 8K drop leg jack: \$450.00

Exceptions on Compliance:

4. 20'4" overall length: 20'5"/246"

6. 8'4" overall height: 8'4"/104"

7. 15'9" interior length: 16'7"/201"

Invitation for Bid # 24-2022-54-1

27. 16" Tube bows: 24"

31. 36" side door: 32" x 70"

33. 8K drop leg: 7K

**APPENDIX F
BIDDER PRICING FORM
(Continued)**

II. 8.5' x 16' TANDEM ENCLOSED TRAILER

Make Sure-Trac Model STR 102 X 16 TA-100

Delivery Schedule May 2022

Total Price Each \$ 23,300.00 (TO INCLUDE DELIVERY)

OPTIONS:

A. Wall Guard: \$ 0.00 3/4" X 12" wood kickplate

B. 5250 LB. Rear Ramp Door w/Torsion Springs: \$ 2,860.00 Includes 2" extra width upgrade

C. Line-X Ramp Door & Floor Door 12" High on Interior Walls: \$ 1,775.00

ADDITIONAL OPTIONS & PRICE (IF AVAILABLE):

Manual roof vent : \$150.00

Adj. coupler w/set back 8K drop leg Jack: \$450.00

Exceptions on Compliance:

4. 20'4" overall length: 20'7"/249"

7. 15'9" interior length: 16'7"/201"

28. 16" OC Tube bows: 24"

32. 36" side door: 32" x 70"

34. 8K drop leg: 7K

**APPENDIX F
BIDDER PRICING FORM
(Continued)**

III. 8.5' x 24' TANDEM ENCLOSED TRAILER

Make Sure-Trac Model STR 102 X24 TA-100

Delivery Schedule May 2022

Total Price Each \$ 27,450.00 (TO INCLUDE DELIVERY)

OPTIONS:

A. Wall Guard: \$ 0.00 3/4" x 12" wood kickplate

B. 5250 LB. Rear Ramp Door w/Torsion Springs: \$ 2,860.00 includes 2" extra width upgrade

C. Line-X Ramp Door & Floor Door 12" High on Interior Walls: \$ 1,775.00

ADDITIONAL OPTIONS & PRICE (IF AVAILABLE):

Manual roof vent: \$150.00

Adj. coupler w/set back 8K drop leg Jack: \$450.00

Exceptions on Compliance:

4. Overall length: 28'8"/345"

28. 16" OC Tube bows: 24"

32. 36" side door: 32" x 70"

34. 8K drop leg: 7K

This Price Bid Form is hereby submitted by the undersigned:

Michael Purcell
Printed legal name of Bidder

[Signature]
Signature

Printed name of individual/corporate officer/general partner/joint venturer AND Title

1/20/22
Date

APPENDIX H

CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

A. General Information. Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): _____
- City of Huntsville current taxpayer identification number (if available): _____
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

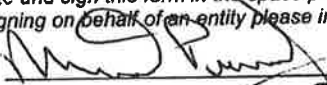
B. Type of Ownership. Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

Type of Ownership (check appropriate box)	Entity I. D. Number & Applicable State
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input type="checkbox"/> LLC (Multi-Member)	Number & State:
<input type="checkbox"/> Corporation	Number & State:
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

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

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

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

Signature:  Title (if applicable): Truck Sales

Type or legibly write name: Michael Purvisley Date: 1/18/22



Alabama Secretary of State



Thompson Tractor Co., Inc.	
Entity ID Number	000 - 018 - 438
Entity Type	Domestic Corporation
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Jefferson County
Formation Date	12/02/1957
Registered Agent Name	PAUL G. TOMBRELLO
Registered Office Street Address	2401 PINSON HIGHWAY BIRMINGHAM, AL 35217
Registered Office Mailing Address	2401 PINSON HIGHWAY BIRMINGHAM, AL 35217
Nature of Business	SELLING, DISTRIBUTING, LEASING, REPAIRING SERVICE VEHICLE
Capital Authorized	\$156,497
Capital Paid In	\$200,000
Incorporators	
Incorporator Name	THOMPSON, HALL W
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	THOMPSON, DEWITT C III
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	THOMPSON, DEWITT C JR
Incorporator Street Address	Not Provided
	Not Provided

Thompson Tractor Co., Inc.	
Incorporator Mailing Address	
Incorporator Name	GROOVER, HARMON
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	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021
Transactions	
Transaction Date	12/27/1966
Capital Amounts Changed From	\$550,000 Authorized \$200,000 Paid In
Transaction Date	07/01/1976
Capital Amounts Changed From	\$633,100 Authorized \$200,000 Paid In
Transaction Date	04/26/1983
Miscellaneous Filing Entry	AMENDMENT FILED-2
Transaction Date	02/05/1985
Miscellaneous Filing Entry	AMENDMENT FILED
Transaction Date	12/30/1986
Legal Name Merged	Turf Holdings, Inc.
Transaction Date	12/30/1986
Miscellaneous Filing Entry	AMENDMENT FILED
Transaction Date	09/26/1988
	AMENDMENT FILED

Thompson Tractor Co., Inc.	
Miscellaneous Filing Entry	
Transaction Date	07/10/1996
Miscellaneous Filing Entry	AMENDMENT FILED ADDING INSURANCE BROKER TO PURPOSES
Transaction Date	07/10/1996
Nature Of Business Changed From	DEAL IN ALL TYPES OF MACHINERY & AUTO EQUIPMENT
Transaction Date	05/24/2001
Registered Agent Changed From	* Added
Transaction Date	12/27/2006
Miscellaneous Filing Entry	CANCELLATION OF REACQUIRED SHARES
Transaction Date	05/20/2011
Nature Of Business Changed From	DEAL IN MACHINERY & AUTO EQUIPMENT; INSURANCE BROKERAGE/AGENT
Transaction Date	05/20/2011
Principal Office Changed From	BIRMINGHAM, AL
Transaction Date	03/02/2021
Agent Mailing Address Changed From	MCGOUGH, THOMAS H 2401 PINSON HWY BIRMINGHAM, AL 35217
Transaction Date	03/02/2021
Registered Agent Changed From	MCGOUGH, THOMAS H 2401 PINSON HWY BIRMINGHAM, AL 35217
Transaction Date	10/12/2021
Registered Agent Changed From	HOGWOOD, CATHERINE 2401 PINSON HIGHWAY BIRMINGHAM, AL 35217
Scanned Documents	
Document Date / Type / Pages	<u>12/02/1957</u> Certificate of Formation 8 pgs.
Document Date / Type / Pages	<u>04/26/1983</u> Miscellaneous Entry 21 pgs.

Thompson Tractor Co., Inc.	
Document Date / Type / Pages	<u>02/05/1985</u> Miscellaneous Entry 3 pgs.
Document Date / Type / Pages	<u>12/30/1986</u> Miscellaneous Entry 2 pgs.
Document Date / Type / Pages	<u>12/30/1986</u> Merger 4 pgs.
Document Date / Type / Pages	<u>09/26/1988</u> Miscellaneous Entry 3 pgs.
Document Date / Type / Pages	<u>07/10/1996</u> Miscellaneous Entry 2 pgs.
Document Date / Type / Pages	<u>05/24/2001</u> Registered Agent Change 1 pg.
Document Date / Type / Pages	<u>12/27/2006</u> Miscellaneous Entry 3 pgs.
Document Date / Type / Pages	<u>05/27/2011</u> Articles of Amendment 2 pgs.
Document Date / Type / Pages	<u>01/03/2020</u> Articles of Amendment 2 pgs.
Document Date / Type / Pages	<u>02/27/2020</u> Restated Articles 3 pgs.
Document Date / Type / Pages	<u>03/02/2021</u> Registered Agent Change 2 pgs.
Document Date / Type / Pages	<u>10/12/2021</u> Registered Agent Change 2 pgs.

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APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

Name of Proposer (exactly as it would appear on an agreement):

Thompson Tractor Co.

Doing-Business-As Name of Proposer:

Principal Office Address:

2258 Pinson Valley Pkwy
Birmingham, AL 35217

Telephone Number:

205-841-8601

Fax Number:

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:

Location of incorporation:

The corporation is held:

Publicly ___ Privately ___

Names and titles of corporate officers:

Partnership Statement

If a partnership, answer the following:

Date of organization: _____
Location of organization: _____
The partnership is: General ___ Limited ___

Name, address, and ownership share of each general partner owning more than five percent (5%) of the partnership:

Joint Venture Statement

If a Joint Venture, answer the following:

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

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

2. CITY OF HUNTSVILLE EMPLOYEE, MEMBER OF HOUSEHOLD OR BUSINESS ASSOCIATE

Code of Ala. 1975§36-25-11 requires that contracts entered into with a public official, a public employee, a member of the household of the public official or public employee, or a business with which a public official or public employee associates be filed with the Alabama Ethic Commission. If you are awarded the contract, and if you are a City employee, or if a member of your household is a City employee or public official, or if your business associates with a City employee or public official, you must comply with the provisions of Code al Ala. 1975§36-25-11.

City Employee Yes ___ No X
If "Yes," Department _____

Member of Household City Employee Yes ___ No X
If "Yes," Name (s) _____

Anyone associated with your company a City Employee Yes ___ No X
If "Yes," Name (s) _____

3. CONTRACTOR E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as "the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in

accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2).

Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

"By signing this contract the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

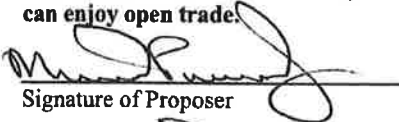
4. ACKNOWLEDGEMENTS

I hereby certify that I have read and understand the City of Huntsville's General Terms and Conditions. I hereby certify that I agree to comply with all of the General Terms and Conditions of this IFB. I also understand that the General Terms & Conditions are standard and that any contradicting requirements of the IFB supercede.

I affirm that I have not been in any agreement or collusion among Proposers or prospective Proposers in restraint of freedom of competition.

Upon award of this bid, I will not substitute any item on this bid under any circumstances.

By signing this submittal, the Bidder represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.


Signature of Proposer

Michael Pursley
Print or Type Name of Proposer

1/18/22
Date

Thompson Tractor Co.
Legal Name of Firm

2258 Pinson Valley Pkwy
Mailing Address

Birmingham, AL 35217
City State Zip Code

205-841-8601
Phone Fax

mikepursley@thompsontractor.com
Email Address

thompsontractor.com
Website Address



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/10/2022

File ID: 2022-0110

Department: Finance

Subject:

Type of Action: Approval/Action

Resolution authorizing a portion of the proceeds of certain future borrowings to reimburse the 1990 Capital Projects Fund of the City for expenditures incurred prior to borrowing issuance.

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Obligation Amount: \$

Total Obligation: \$

Special Circumstances:

Grant Funded: \$

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

RESOLUTION 22 - _____

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

Section 1. Findings. The Council hereby finds that the following facts are true and correct:

(a) It is necessary, desirable, and in the public interest that the City finance the costs of designing, developing, constructing, acquiring, installing, and equipping various public capital improvements within the City including (i) expansion and renovation of the Sandra Moon Complex (a public facility containing, among other things, library, community facilities, a gymnasium and other public facilities), (ii) expansion of the Huntsville Public Safety Training Center (a training center for police officers, firefighters and other public safety personnel), (iii) construction and development of public fire station improvements, (iv) public parking lots and related facilities, (v) development of athletic field and public playground improvements, and (vi) public roadway, utility, and other public infrastructure improvements (collectively, the "2022 Public Improvements"); and

(b) It is expected that the City will issue one or more series of tax-exempt general obligation warrants (collectively, the "Warrants") expected to aggregate not more than approximately \$45,000,000 in principal amount, to pay the costs of the 2022 Public Improvements; and

(c) The City expects to incur certain costs to be paid out of its 1990 Capital Project Fund (the City fund that provides for payment of certain long-term capital projects of the City) in connection with the acquisition, design, development, construction, installation, and equipping of the 2022 Public Improvements prior to the issuance of the Warrants, and it is intended that the City allocate proceeds of the Warrants to reimburse the City for certain of the costs incurred in connection with acquiring, designing, developing, constructing, installing and equipping the 2022 Public Improvements paid prior to the issuance of the Warrants.

Section 2. Designation. The City does hereby declare the intention that there be allocated a portion of the proceeds of the Warrants to reimburse the City for expenditures incurred after the date that is no more than sixty (60) days prior to the date of the adoption of this resolution, but prior to the issuance of the Warrants, in connection with the acquisition, design, development, construction, installation and equipping of the 2022 Public Improvements. This resolution is being adopted pursuant to the requirements of the Internal Revenue Code of 1986, as amended, and Treasury Regulations Section 1.150-2(e) promulgated thereunder.

RESOLUTION 22 - _____

ADOPTED this the 10th day of February, 2022.

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

APPROVED this the 10th day of February, 2022.

Mayor of the City of
Huntsville, Alabama



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/10/2022

File ID: 2022-0111

Department: Water Pollution Control

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Mobile Communications of America, Inc. DBA Sharp Communications & Security Solutions for Professional and Technical Services for Consulting, Installation, Repair, Maintenance, and Support Services for the City's Communication Systems, Security Systems, and Networks.

Resolution No.

Finance Information:

Account Number: 6020-76-00000-526000-000000000 Project# 71-22-SP14

City Obligation Amount: \$ 150,000.00

Total Obligation: \$ 150,000.00

Special Circumstances:

Grant Funded: \$

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

RESOLUTION NO. 22-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into an agreement between the City of Huntsville and Mobile Communications America, Inc. DBA Sharp Communications & Security Solutions in the Not to Exceed Ceiling Price of ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00) for Professional and Technical Services for Consulting, Installation, Repair, Maintenance, and Support Services for the City's Communication Systems, Security Systems, and Networks, Project No. 71-22-SP14, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that document attached hereto and identified as "Agreement between City of Huntsville and Mobile Communications America, Inc. DBA Sharp Communications & Security Solutions for Professional and Technical Services for Consulting, Installation, Repair, Maintenance, and Support Services for the City's Communication Systems, Security Systems, and Networks" consisting of a total of fifteen (15) pages plus four (4) additional pages consisting of Attachments 1-3, and the date of February 10, 2022, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 10th day of February, 2022.

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

APPROVED this the 10th day of February, 2022.

Mayor of the City of Huntsville,
Alabama

AGREEMENT BETWEEN
CITY OF HUNTSVILLE, ALABAMA
AND
MOBILE COMMUNICATIONS AMERICA, INC. DBA SHARP
COMMUNICATIONS & SECURITY SOLUTIONS
FOR
PROFESSIONAL AND TECHNICAL SERVICES INCLUDING
CONSULTING, INSTALLATION, REPAIR, MAINTENANCE AND
SUPPORT SERVICES FOR THE CITY'S COMMUNICATION
SYSTEMS, SECURITY SYSTEMS, AND NETWORKS

Project ID Number 71-22-SP14
February 10, 2022

President of the City Council of the City of
Huntsville, AL
Date: February 10, 2022

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AGREEMENT BETWEEN
CITY OF HUNTSVILLE, ALABAMA
AND
MOBILE COMMUNICATIONS AMERICA, INC. DBA SHARP
COMMUNICATIONS & SECURITY SOLUTIONS
FOR
PROFESSIONAL AND TECHNICAL SERVICES INCLUDING
CONSULTING, INSTALLATION, REPAIR, MAINTENANCE AND
SUPPORT SERVICES FOR THE CITY'S COMMUNICATION
SYSTEMS, SECURITY SYSTEMS, AND NETWORKS

Project ID Number 71-22-SP14

THIS AGREEMENT made as of the 10th day of February in the year 2022, by and between the CITY OF HUNTSVILLE, ALABAMA (hereinafter called OWNER), and MOBILE COMMUNICATIONS AMERICA, INC. DBA SHARP COMMUNICATIONS & SECURITY SOLUTIONS, (hereinafter called REPRESENTATIVE).

WITNESSETH, for the considerations hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1 - ENGAGEMENT OF THE REPRESENTATIVE

The OWNER hereby engages the REPRESENTATIVE, and the REPRESENTATIVE hereby accepts the engagement to provide general engineering and consultation as a representative of the OWNER to include the following:

- 1.1 Professional engineering services for professional and technical services including consulting, installation, repair, maintenance and support services for the City's communication systems, security systems, and networks, as further described in ARTICLE 2, and hereinafter called PROJECT.
- 1.2 The REPRESENTATIVE further represents to the OWNER that the REPRESENTATIVE will maintain all necessary licenses, certifications, permits or other authorizations necessary to act as REPRESENTATIVES for the PROJECT until the REPRESENTATIVE's remaining duties hereunder have been satisfied. The REPRESENTATIVE shall assign only qualified personnel to perform any service concerning the PROJECT. All services rendered by the REPRESENTATIVE for the PROJECT shall be performed by or under the immediate supervision of experienced and qualified professionals licensed, certified, and registered as appropriate in the State of Alabama possessing the expertise in the discipline of the service being rendered. The REPRESENTATIVE assumes full responsibility to the OWNER for the negligent acts, errors and omissions of its consultants or others employed or retained by the REPRESENTATIVE in connection with the PROJECT.
- 1.3 Execution of this Agreement by the REPRESENTATIVE constitutes a representation that the

REPRESENTATIVE has become familiar with the PROJECT site and the local conditions under which the PROJECT is to be implemented.

ARTICLE 2 –SERVICES OF THE REPRESENTATIVE

- 2.1 REPRESENTATIVE shall provide for OWNER professional services for professional and technical services including consulting, installation, repair, maintenance and support services for the City's communication systems, security systems, and networks
- 2.2 These services shall include consultation and advice as outlined herein and further described in the SCOPE OF SERVICES, ATTACHMENT 1.
- 2.3 The REPRESENTATIVE shall serve as the OWNER's professional representative in those portions of the PROJECT to which this Agreement applies and shall consult with and advise the OWNER during the performance of these services.
- 2.4 The REPRESENTATIVE shall incorporate into its design, and into its final work products, the requirements contained within the OWNER's engineering standards, standard specifications, and design manuals referenced in ATTACHMENT 2
- 2.5 The REPRESENTATIVE shall promptly correct, or have corrected, any errors, omissions, deficiencies or conflicts in the REPRESENTATIVE's work product or that of his sub-contractors/sub-consultants, without additional compensation for time, reproduction or distribution.
- 2.6 A valid City of Huntsville license shall be maintained throughout the term of this contract. Additionally, the firm shall be required to obtain and pay for all other federal, state or local permits, licenses, and fees which may be necessary or required in order to perform the work detailed herein.

ARTICLE 3 - CONSTRUCTION ADMINISTRATION SERVICES

OMITTED

ARTICLE 4 - ADDITIONAL SERVICES

OMITTED

ARTICLE 5 - RESPONSIBILITIES OF OWNER

The OWNER, without cost to the REPRESENTATIVE, will perform the following in a timely manner so as not to delay the services of the REPRESENTATIVE:

- 5.1 Assist REPRESENTATIVE by placing at REPRESENTATIVE's disposal all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.
- 5.2 Provide all criteria and full information as to OWNER's requirements for the PROJECT, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations. The OWNER shall also furnish copies of all design and construction standards, which OWNER will require to be included in the drawings and specifications.

- 5.3** Assist the REPRESENTATIVE as necessary in acquiring access to and making all provisions for the REPRESENTATIVE to enter upon public and private lands as required for the REPRESENTATIVE to perform the work under this agreement.
- 5.4** Designate in writing a person to act as the OWNER's representative with respect to the work to be performed under this Agreement, such person to have complete authority to transmit instructions, receive information, interpret and define the OWNER's policies and decision with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by REPRESENTATIVE, obtain advice of an attorney, insurance counselor and other consultants as OWNER determines appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of REPRESENTATIVE.
- 5.5** When requested by the REPRESENTATIVE, the OWNER will intercede on the REPRESENTATIVE's behalf when data from, or reviewed by third parties is not on schedule through no fault of the REPRESENTATIVE.

ARTICLE 6 - PERIOD OF SERVICES

- 6.1** The REPRESENTATIVE shall commence services pursuant to this agreement as of February 11, 2022. The final completion date for the completion of design services as outlined in Article 2 shall be February 11, 2023.

The REPRESENTATIVE shall perform these services with reasonable diligence and expediency consistent with sound professional practices. The REPRESENTATIVE shall include in his schedule an allowance for time required for OWNER's review of submissions and for approvals of authorities having jurisdiction over the PROJECT. When approved by the OWNER, the schedule shall not be exceeded by the REPRESENTATIVE, except for cause.

If the REPRESENTATIVE becomes aware of delays due to time allowances for review and approval being exceeded, delay by the OWNER, the OWNER's consultants, or any other reason beyond the REPRESENTATIVE's control, which may result in the schedule of performance of the REPRESENTATIVE's services not being met, the REPRESENTATIVE shall promptly notify the OWNER. If the OWNER becomes aware of any delays or other causes that will affect the REPRESENTATIVE's schedule, the OWNER shall promptly notify the REPRESENTATIVE. In either event, the REPRESENTATIVE's schedule for performance of its services shall be equitably adjusted.

ARTICLE 7 - PAYMENT TO THE REPRESENTATIVE

7.1 BASIC SERVICES

The OWNER shall compensate the REPRESENTATIVE for services rendered pursuant to this Agreement, excepting those services described as Additional Services in Article 4 of this Agreement, by payment of the NOT TO EXCEED CEILING PRICE OF ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00) for design services as described in Article 2. Additional services of the ENGINEER as described in Article 4, if any, shall be compensated on an hourly basis in accordance with Attachment 5.

7.2 REIMBURSABLE EXPENSES - OMITTED

7.3 NOT TO EXCEED (NTE) CEILING PRICE

The City of Huntsville (COH) will not be obligated to pay the REPRESENTATIVE any amount in excess of the NTE ceiling price as per Attachment "1", and the REPRESENTATIVE shall not be obligated to continue performance if to do so would exceed the NTE ceiling price set forth in the referenced attachment, unless and until the COH notifies the REPRESENTATIVE in writing that the NTE ceiling price has been increase and specifies in the notice a revised NTE ceiling that shall constitute the NTE ceiling price for performance under this contract. NTE ceiling price will increase will be done by a written unilateral change order to the contract issued by the City that will not require the REPRESENTATIVE's approval. When and to the extent that the NTE ceiling price set forth in the referenced attachment has been increased, any hours expended and material costs incurred by the REPRESENTATIVE in excess of the NTE ceiling price before the increase shall be allowable in the same extent as if the hours expended and material costs had been incurred after the increase in the NTE ceiling price.

7.4 EFFECTIVE DATE

This contract shall have no force or effect unless and until it is executed by the OWNER and the REPRESENTATIVE and a properly executed copy is mailed to the REPRESENTATIVE with a notice to proceed (NTP). If a NTP is not issued within sixty (60) days commencing from the last date of execution of this CONTRACT by the OWNER and the REPRESENTATIVE, then this CONTRACT shall be NULL AND VOID, the OWNER will not be obligated to any payment to the REPRESENTATIVE and the REPRESENTATIVE will not be obligated to perform any work under said CONTRACT.

PAYMENT SUMMARY

Professional and Technical Services for Consulting, Installation, Repair, Maintenance, and Support Services for the City's Communication Systems, Security Systems, and Networks – NOT TO EXCEED CEILING PRICE OF \$ 150,000.00

TOTAL CONTRACT AMOUNT: **\$ 150,000.00**

ARTICLE 8 - GENERAL PAYMENT PROCEDURE

8.1 INVOICES

8.1.1 The REPRESENTATIVE shall submit monthly invoices to the Administrative Officer in the Water Pollution Control Department, for the basic services described under Articles 2 and 4 for the design of the PROJECT. Invoices must include the City of Huntsville project name and number, dates of services, contract amount, previous billings and current billing. Additionally, invoices for services that are not contracted for as "lump sum" in Article 4 must also be itemized and include, as a minimum, a description of each task performed, the amount of time utilized performing each task, the name(s) of personnel who performed the task and the cost for each specific task. Along with each invoice, the REPRESENTATIVE must submit a consultant progress report in the format shown in Attachment 6 hereto. No payment will be made without the consultant progress report completed and attached. Monthly progress reports shall be submitted monthly even if no request for payment is made. If services under Article 4 are included in the invoice for additional services not included under the lump sum provisions, or services billed as time and material, the classification and hours of such persons rendering the services shall be attached to the invoice.

8.1.2 The signature of the REPRESENTATIVE on the invoice shall constitute the REPRESENTATIVE's representation to the OWNER that the services indicated in the invoice have progressed to the level indicated, have been properly and timely performed as required herein, that the reimbursable expenses included in the invoice have been reasonably incurred, that all obligations of the REPRESENTATIVE covered by prior invoices have been paid in full, and that, to the best of the REPRESENTATIVE's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the REPRESENTATIVE the payment of any portion thereof should be withheld. Submission of the REPRESENTATIVE's invoice for final payment and reimbursement shall further constitute the REPRESENTATIVE's representation to the OWNER that, upon receipt from the OWNER of the amount invoiced, all obligations of the REPRESENTATIVE to others, including its consultants, incurred in connection with the PROJECT, have been paid in full. REPRESENTATIVE must designate on Attachment 6 – Progress Report in the appropriate space provided that such action has been completed.

8.2 TIME FOR PAYMENT

The OWNER shall make payment for services in Articles 2 and 4 within 60 days of receipt of valid invoice.

8.3 OWNER'S RIGHT TO WITHHOLD PAYMENT

In the event the OWNER becomes credibly informed that any representations of the REPRESENTATIVE, provided pursuant to Article 8.1.2, are wholly or partially inaccurate, the OWNER may withhold payment of sums then or in the future otherwise due to the REPRESENTATIVE until the inaccuracy, and the cause thereof, is corrected to the OWNER's reasonable satisfaction. Additionally, failure by the REPRESENTATIVE to supply substantiating records shall be reason to exclude related costs from the amounts which might otherwise be payable by the OWNER to the REPRESENTATIVE.

8.4 REIMBURSABLE EXPENSES

8.4.1 In addition to the requirements set forth in 8.1 above, invoices for reimbursable expenses shall include such documentation as the OWNER may require. Reasonable expenses are limited to the following expenses:

- (a) Transportation outside the immediate Huntsville area (50 mile radius) approved in advance by the OWNER in writing and incurred in connection with the PROJECT; (Per Department of Treasury, Internal Revenue Service Publication 1542, Per Diem Rates, for travel within the continental United States). Refer to website: www.irs.gov/pub/irs-pdf/p1542.pdf for more information.
- (b) Charges for long-distance communications;
- (c) Fees paid for securing approval of authorities having jurisdiction over the PROJECT,
- (d) Actual costs of reproduction for items in excess of those included in the required services;
- (e) Postage and handling charges incurred for drawings, specifications and other documents.

8.4.2 The REPRESENTATIVE shall set forth with particularity on its invoice the nature and cost of the expense item being billed, and attach to its invoice the written authorization, if any, required for such item; and shall bill expenses at actual cost or prevailing rate and without the addition of administrative charge, any multiple or surcharge.

8.5 W-9 TAXPAYER FORM

All REPRESENTATIVES are required to submit a Federal Tax Form W-9 to City of Huntsville at the time a contract is awarded. No payments of invoices can be made until this W-9 Tax Form has been properly submitted. A copy of the W-9 Tax Form can be requested from the OWNER or at the following website: www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf

ARTICLE 9 - GENERAL CONSIDERATIONS

9.1 GENERAL

OWNER and REPRESENTATIVE agree that the following sections and provisions shall apply to the work to be performed under this Agreement and that such provisions shall supersede any conflicting provisions of this Agreement.

9.2 CANCELLATION OF WORK

This agreement may be canceled by either party in the event of default or violation of any of the provisions of this Agreement by the other party, by written notice delivered to the address of record by registered mail giving ten (10) days advance notice of the intention to cancel. In the event of cancellation of this Agreement, REPRESENTATIVE shall be paid for all work performed to date of cancellation, less any loss, damage, or liability incurred by reason of default of REPRESENTATIVE and all records, data, parameters, design calculations and other information collected or obtained in the performance of this Agreement shall be delivered to the OWNER.

9.3 TERMINATION FOR CAUSE

This Agreement may be terminated by either party upon seven (7) days written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination.

9.4 TERMINATION BY THE OWNER WITHOUT CAUSE

The OWNER may terminate this Agreement without cause upon seven (7) days written notice to the REPRESENTATIVE. In the event of such a termination without cause, the REPRESENTATIVE shall be compensated for all services performed prior to termination, together with Reimbursable Expenses incurred. In such event, the REPRESENTATIVE shall promptly submit to the OWNER its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 8.1.

ARTICLE 10 - INDEMNITY AND INSURANCE

10.1 INSURANCE

The REPRESENTATIVE 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 REPRESENTATIVE 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 REPRESENTATIVE, his agents, representatives, employees or subcontractor.

10.2 MINIMUM SCOPE OF INSURANCE:

A. General Liability:

Insurance shall be written on an "occurrence" basis. Claims-made coverage will be accepted only on an exception basis after the OWNER's approval. The same insurance company should write General Liability Coverage and OWNERs REPRESENTATIVEs Protective Insurance.

B. Commercial General Liability

Products and Completed Operations
Contractual
Personal Injury
Explosion, Collapse and Underground
Broad Form Property Damage

C. Professional Liability:

Insurance may be written on a "claims-made" basis, providing coverage for negligent acts, errors or omissions in the performance of professional services. Coverage shall be maintained for a discovery and reporting period of no less than five (5) years after completion of the professional services and Certificates of Insurance shall be submitted to the OWNER on a yearly basis during this time frame. Coverage shall be no less comprehensive than that which is carried by at least 25% of the registered engineers or engineering firms contracting in the State of Alabama. Such coverage shall be carried on a continuous basis including prior acts coverage to cover the subject PROJECT. The professional liability insurance shall contain contractual liability coverage.

D. Automobile Liability:

Business Automobile Liability providing coverage for all owned, hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms.

E. Workers' Compensation Insurance:

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations. "Waivers of Subrogation" in favor of the OWNER shall be endorsed to Workers' Compensation Insurance.

F. Employers Liability Insurance:

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

10.3 MINIMUM LIMITS OF INSURANCE:

A. General Liability:

Commercial General Liability on an "occurrence form" for bodily injury and property damage:

\$ 2,000,000 General Aggregate Limit
\$ 2,000,000 Products - Completed Operations Aggregate
\$ 1,000,000 Personal & Advertising Injury
\$ 1,000,000 Each Occurrence

B. Professional Liability:

Insurance may be made on a "claims-made" basis:

\$ 500,000 Per Claim - Land Surveyors
\$ 1,000,000 Per Claim - Other Professionals

C. Automobile Liability:

\$ 1,000,000 Combined Single Limit per accident for bodily injury and property damage.

D. Workers' Compensation:

As required by the State of Alabama Statute. The coverage should include waiver of subrogation.

E. Employers Liability:

\$ 1,000,000 Bodily Injury by Accident or Disease
\$ 1,000,000 Policy Limit by Disease

10.4 OTHER INSURANCE PROVISIONS:

The OWNER is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the OWNER's best interest. If the insurance requirements are not adjusted by the OWNER prior to the OWNER's release of specifications with regard to the PROJECT in question, then the minimum limits shall apply. The City of Huntsville/OWNER shall be named on the policies of general liability and automobile insurance and on the certificate of insurance as an Additional Insured. Additional Insured status on the Commercial General Liability policy shall be through ISO Additional Endorsement CG 20 10 11 85 or equivalent and coverage shall be afforded on a primary basis. Liability is not necessarily limited to the minimum amounts of insurance required herein, especially where other insurance coverage is available.

The policies are to contain, or be endorsed to contain, the following provisions:

A. All Coverage:

The REPRESENTATIVE is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, non-renewal or materially changed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the OWNER. Cancellation of coverage for non-payment of premium will require ten (10) days written notice to the OWNER.

10.5 ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers authorized by the State of Alabama with an A. M. Best rating of A-V or better.

10.6 VERIFICATION OF COVERAGE:

The OWNER shall be indicated as a Certificate Holder and the REPRESENTATIVE 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 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. All certificates are to be received and approved by the OWNER before work commences. The OWNER reserves the right to require complete, certified copies of all required insurance policies at any time.

10.7 CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE REPRESENTATIVE:

The REPRESENTATIVE shall furnish separate certificates and/or endorsements for each subcontractor and/or consultant showing insurance of the same type or types and to the extent of the coverage set forth in this Article 10.

10.8 HOLD HARMLESS AGREEMENT:

A. Professional Liability Exposures:

The REPRESENTATIVE, to the fullest extent permitted by law, shall indemnify and hold harmless the OWNER, its elected and appointed officials, employees, agents, and representatives against all claims, damages, losses, judgments and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the work, caused by any negligent act, error or omission of the REPRESENTATIVE or any of their consultants, or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described in this paragraph.

To the fullest extent permitted by law, the REPRESENTATIVE shall defend, protect, indemnify, and hold harmless the OWNER, its elected and appointed officials, officers, directors, employees, agents, and representatives from and against any and all liability, claims, demands, damages, loss, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) for infringement of patent rights, copyrights, or other intellectual property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by the OWNER in writing. If the REPRESENTATIVE has reason to believe the use of a required design, process or product is an infringement of a patent, the REPRESENTATIVE shall be responsible for such loss unless such information is promptly given to the OWNER

B. Other Than Professional Liability:

The REPRESENTATIVE agrees, to the fullest extent permitted by law, to defend, protect, indemnify and hold harmless the OWNER, its elected and appointed officials, officers, directors, employees, agents, and representatives from and against any and all liability, claims, demands, damages, loss, judgments, costs, fees, and expenses (including actual fees and expenses of attorneys, expert

witnesses, and other consultants) attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom actually or allegedly caused by the REPRESENTATIVE or the REPRESENTATIVE's consultants, subcontractors, or suppliers, including, without limitation, any breach of contract or any negligent acts, errors, or omissions in the performance of the professional services provided pursuant to or as a result of this Agreement. Neither, the OWNER nor the REPRESENTATIVE shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

ARTICLE 11- MISCELLANEOUS PROVISIONS

11.1 GOVERNING LAW

This Agreement shall be governed by the law of the State of Alabama.

11.2 INTENT AND INTERPRETATION

11.2.1 The intent of this contract is to require complete, correct and timely execution of the work. Any work that may be required, implied or inferred by the contract documents, or any one or more of them, as necessary to produce the intended result shall be provided by the REPRESENTATIVE.

11.2.2 This contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one contract document shall be considered as required by the contract.

11.2.3 When a word, term or phrase is used in this contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the engineering industry; and third, if there is no generally accepted meaning in the engineering industry, according to its common and customary usage.

11.2.4 The words "include", "includes", or "including", as used in this contract, shall be deemed to be followed by the phrase, "without limitation".

11.2.5 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this contract.

11.2.6 Words or terms used as nouns in this contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

11.3 TIME IS OF THE ESSENCE

Time limitations contained herein, or provided for hereby, are of the essence of this Agreement. The REPRESENTATIVE understands and acknowledges that time is of the essence in completion of the PROJECT and that the OWNER will incur damages if the PROJECT is not completed on time.

11.4 SUCCESSORS AND ASSIGNS

The REPRESENTATIVE shall not assign its rights hereunder, excepting its right to payment,

nor shall it delegate any of its duties hereunder without the written consent of the OWNER. Subject to the provisions of the immediately preceding sentence, the OWNER and the REPRESENTATIVE, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be party hereof, nor shall it be construed as giving any rights or benefits hereunder to anyone other than OWNER and REPRESENTATIVE.

11.5 NO THIRD-PARTY BENEFICIARIES

This Agreement shall inure solely to the benefit of the parties hereto and their successors and assigns. Nothing contained herein is intended to or shall create a contractual relationship with, or any rights in favor of, or any cause of action in favor of, any third party, against the OWNER or the REPRESENTATIVE.

11.6 INTELLECTUAL PROPERTY/ CONFIDENTIALITY

All information, documents, and electronic media, computer source code furnished by the OWNER to the REPRESENTATIVE belong to the OWNER, are considered proprietary and confidential, unless otherwise indicated by the OWNER, and are furnished solely for use on the OWNER's PROJECT. Such information, documents, and electronic media, computer source code shall be kept confidential by the REPRESENTATIVE, shall only be released as necessary to meet official regulatory requirements in connection with the PROJECT, and shall not be used by the REPRESENTATIVE on any other PROJECT or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than services rendered to the OWNER hereunder is specifically authorized in writing by the OWNER in advance. This Section 11.6 shall survive the expiration of this Agreement.

11.7 NOTICES

Unless otherwise provided, all notices shall be in writing and considered duly given if the original is hand delivered; if delivered by facsimile to 256-883-3682, or is sent by U.S. Mail, postage prepaid to City of Huntsville Water Pollution Control, P. O. Box 308 (35804), 1800 Vermont Road (35802), Huntsville, AL. All notices shall be given to the addresses set forth above. Notices, hand delivered or delivered by facsimile, shall be deemed given the next business day following the date of delivery. Notices given by U.S. Mail shall be deemed given as of the second business day following the date of posting.

11.8 FEDERAL IMMIGRATION LAW

By signing this Agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

11.9 STRICT COMPLIANCE

No failure of the OWNER to insist upon strict compliance by the REPRESENTATIVE with any provision of this Contract for Professional Services shall operate to release, waive, discharge, modify, change or affect any of the REPRESENTATIVE's obligations.

11.10 WAIVER

No provision of this Agreement may be waived except by written agreement of the parties. A

waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion, unless specifically stated in writing. A waiver of any provision shall not affect or alter the remaining provisions of this Agreement.

11.11 SEVERABILITY

If any provision of this Agreement, or the application thereof, is determined to be invalid or unenforceable, the remainder of that provision and all other provisions of this Agreement shall remain valid and enforceable.

11.12 ETHICS

The REPRESENTATIVE shall not offer or accept any bribes or kickbacks from or to any manufacturer, consultant, trade contractor, subcontractor, supplier or any other individual or entity in connection with the PROJECT. The REPRESENTATIVE shall not confer on any governmental, public or quasi-public official having any authority or influence over the PROJECT any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised. The REPRESENTATIVE shall not, without the express written permission of the OWNER, engage or recommend to the OWNER engagement of any consultant, trade contractor, subcontractor, or supplier to provide services on behalf of the REPRESENTATIVE, OWNER or PROJECT in which the REPRESENTATIVE has a direct or indirect proprietary or other pecuniary interest; or call for the use of or by exclusion require or recommend the use of products, materials, equipment, systems, processes or procedures in which the REPRESENTATIVE or in which any consultant, trade contractor, subcontractor, or supplier of the REPRESENTATIVE has a direct or indirect proprietary or other pecuniary interest. Without prior notification and written approval of the OWNER, the REPRESENTATIVE and the REPRESENTATIVE'S sub-consultants shall not offer services to the OWNER'S contractor.

11.13 ENTIRE AGREEMENT

This Agreement represents the entire agreement between the OWNER and the REPRESENTATIVE 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 REPRESENTATIVE.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

REPRESENTATIVE:

BY: _____

TITLE: _____

ATTEST: _____

Given under my hand this _____ day

Of _____, 2022.

Notary Public

My commission expires _____

**OWNER:
CITY OF HUNTSVILLE**

BY: _____
Tommy Battle

TITLE: _____
Mayor

ATTEST: _____

Given under my hand this _____ day

Of _____, 2022.

Notary Public

My commission expires _____

ATTACHMENT 1-SCOPE OF SERVICES

(Refer to letter dated January 6, 2022, from Danny Anyan to Shane Cook and attachments).

MCA

City Of Huntsville
Water Pollution Control
1800 Vermont Road
Huntsville, Al 35802
Attn: Shane Cook

1/6/22

Dear Mr. Cook

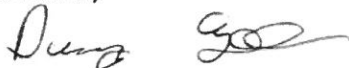
We at MCA will appreciate the opportunity to provide the city of Huntsville, Water Pollution Control Department with tech support for your communication and security systems. The following is a discounted labor rate schedule for various services that will be in effect through the duration of the project.

Bay Installation- \$100.00/hr
Field Installation- \$100.00/hr
Field Technical Services - \$100.00/hr
Engineering Services- \$100.00/hr
Project Management-\$125.00/hr
Consulting Services- \$125.00hr

The labor rates above are preformed on standard eight (8) hour workday. Over-Time rates are at 1.5 of standard rate. Sunday and Holiday are 2.0 of standard rates.

We propose to provide the listed services at these rates for a cumulative fee does not exceed \$150,000.00 and we will warranty services for (1) year.

Sincerely



Danny Anyan
Security Sales
Mobile Communication America

3403 Governors Drive, Huntsville Alabama 35805 P 256-533-2484

ATTACHMENT 2 - ALABAMA IMMIGRATION ACT - REPORT OF OWNERSHIP FORM

CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

A. **General Information.** Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): Mobile Communications America, Inc. O&A Sharp Communications & Security Solutions
- City of Huntsville current taxpayer identification number (if available): 56454
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

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

Type of Ownership (check appropriate box)	Entity I. D. Number & Applicable State
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input type="checkbox"/> LLC (Multi-Member)	Number & State:
<input checked="" type="checkbox"/> Corporation	Number & State:
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

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

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

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

Signature: Janice Manuel Title (if applicable): Accounting Administration
Type or legibly write name: Janice Manuel Date: 5/13/19

ATTACHMENT 3
CITY OF HUNTSVILLE STANDARDS AND DESIGN GUIDES

1. City of Huntsville Design and Acceptance Manual for Force Mains and Pump Stations, 2011.

RESOLUTION NO. 22-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into an agreement between the City of Huntsville and Mobile Communications America, Inc. DBA Sharp Communications & Security Solutions in the Not to Exceed Ceiling Price of ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00) for Professional and Technical Services for Consulting, Installation, Repair, Maintenance, and Support Services for the City's Communication Systems, Security Systems, and Networks, Project No. 71-22-SP14, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that document attached hereto and identified as "Agreement between City of Huntsville and Mobile Communications America, Inc. DBA Sharp Communications & Security Solutions for Professional and Technical Services for Consulting, Installation, Repair, Maintenance, and Support Services for the City's Communication Systems, Security Systems, and Networks" consisting of a total of fifteen (15) pages plus four (4) additional pages consisting of Attachments 1-3, and the date of February 10, 2022, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 10th day of February, 2022.

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

APPROVED this the 10th day of February, 2022.

Mayor of the City of Huntsville,
Alabama



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/10/2022

File ID: 2022-0112

Department: Traffic Engineering

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an agreement with the State of Alabama Department of Transportation for Federal Aid Rail/Highway Crossing Improvement, Project No. RHPD-RR21(920), Agreement for Maintenance of Passive Warning Devices.

Resolution No.

Ordinance No.

Finance Information:

Account Number: 3020-75-00000-526000-000000000-

City Obligation Amount: \$3,863.70

Total Obligation: \$

Special Circumstances:

Grant Funded: \$

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

Resolution #: Click or tap here to enter text.

Location:

The project location is at DOT crossing number 731802T on Oakwood Avenue NE in Madison County, Alabama.

Address:

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

Additional Comments:

RESOLUTION NO. 22 - ____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an Agreement between the City of Huntsville and The State of Alabama Department of Transportation, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Agreement with State of Alabama Department of Transportation for the Federal Aid Rail / Highway Crossing Improvement, Project No. RHPD-RR21(920), Agreement for Maintenance of Passive Warning Devices consisting of nine (9) pages and the date of February 10, 2022 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the __10th____ day of __February____, 2022.

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

APPROVED this the _10th____ day of __February____, 2022.

Mayor of the City of Huntsville,
Alabama

**Alabama Department of Transportation
Federal Aid Rail/Highway Crossing Improvement
Project No. RHPD-RR21(920)
Agreement for Maintenance of Passive Warning Devices**

This Agreement is made and entered into by and between the State of Alabama acting by and through the Alabama Department of Transportation, hereinafter referred to as the "STATE" and the City of Huntsville, Alabama, hereinafter referred to as the "CITY".

WITNESSETH:

WHEREAS, Federal Section 130 funds will assist the STATE in Ninety percent (90%) of the expenses incurred in order to Install Signs, Delineators, Markings, and Legends for this project at DOT crossing number 731802T on Oakwood Ave. NE in Madison County, Alabama.

NOW THEREFORE, the parties hereto agree as follows:

1. Ninety percent (90%) of the total cost for the installation of passive warning devices on this project shall be paid with Federal Section 130 funds. The STATE will not be liable for any funds under this Agreement.
2. The estimated cost of this project payable by the parties is the amount set forth below:

Federal Section 130 Funds	(90%)	<u>\$34,773.32</u>
City Matching Funds	(10%)	<u>\$3,863.70</u>
Total City and Federal Funds toward project		<u>\$38,637.02</u>

3. The STATE will invoice the CITY for its pro rata share of the estimated cost. The CITY will pay this amount to the STATE.
4. A final inspection shall be made by the STATE after all work items have been completed.
5. The STATE will keep all records and documents pertaining to the project in suitable manner for audit for three years from the date of final payment in accordance with Federal Highway Administration Policies and Procedures. (Federal-Aid Policy Guide 23 CFR Section 140.922).
6. Upon completion and acceptance of this project by the STATE and RAILROAD, the CITY will assume full ownership and responsibility for the portion of the project work under the CITY'S authority and maintain the devices in satisfactory condition in accordance with the requirements of the STATE as outlined in the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD), and subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975) the CITY will protect, defend, indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, and employees, in both their official and individual capacities and their agents and/or assigns, from and against any and all action, damages, claims, loss liabilities, attorney's fees or expense whatsoever or any amount paid in

President of the City Council of
the City of Huntsville, Alabama
Date: 02/10/22

compromise thereof arising out of or connected with the maintenance work performed by the CITY under this Agreement.

7. The STATE shall not be responsible for the maintenance of the passive warning devices once the CITY has been notified of the project completion and acceptance.
8. By entering into this agreement, the CITY is not an agent of the STATE, its officers, employees, agents or assigns. The CITY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.
9. 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.
10. The CITY will be responsible at all times for all of the work performed under this agreement and, the City will protect, defend, indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, and/or assigns, from and against any and all action, damages, claims, loss liabilities, attorney's fees or expense whatsoever or any amount paid in compromise hereof arising out of or connected with the work performed under this Agreement.
11. In compliance with Act 2016-312, the City hereby certifies that it 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.
12. Exhibit "M" and "N" is attached hereto as a part of this agreement.

(END OF PAGE)

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by those officers, officials and persons thereunto duly authorized, and the agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval by the Governor of Alabama.

WITNESS BY:

City of Huntsville, Alabama

BY: _____
City Clerk (Signature)

BY: _____
Mayor (Signature)

Type Name of Clerk

Type Name of Mayor

THIS AGREEMENT HAS BEEN LEGALLY REVIEWED
AND APPROVED AS TO FORM AND CONTENT:

BY: _____
William Patty
Chief Counsel
Alabama Department of Transportation

RECOMMENDED APPROVED:

BY: _____
Stanley C. Biddick, P.E.
State Design Engineer

By: _____
Edward N. Austin, P. E.
Chief Engineer

STATE OF ALABAMA, Acting by and through
the Alabama Department of Transportation

BY: _____
Transportation Director

The within and foregoing AGREEMENT is hereby approved on the _____ day of
_____, 20____.

BY: _____
Governor of Alabama

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 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 Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

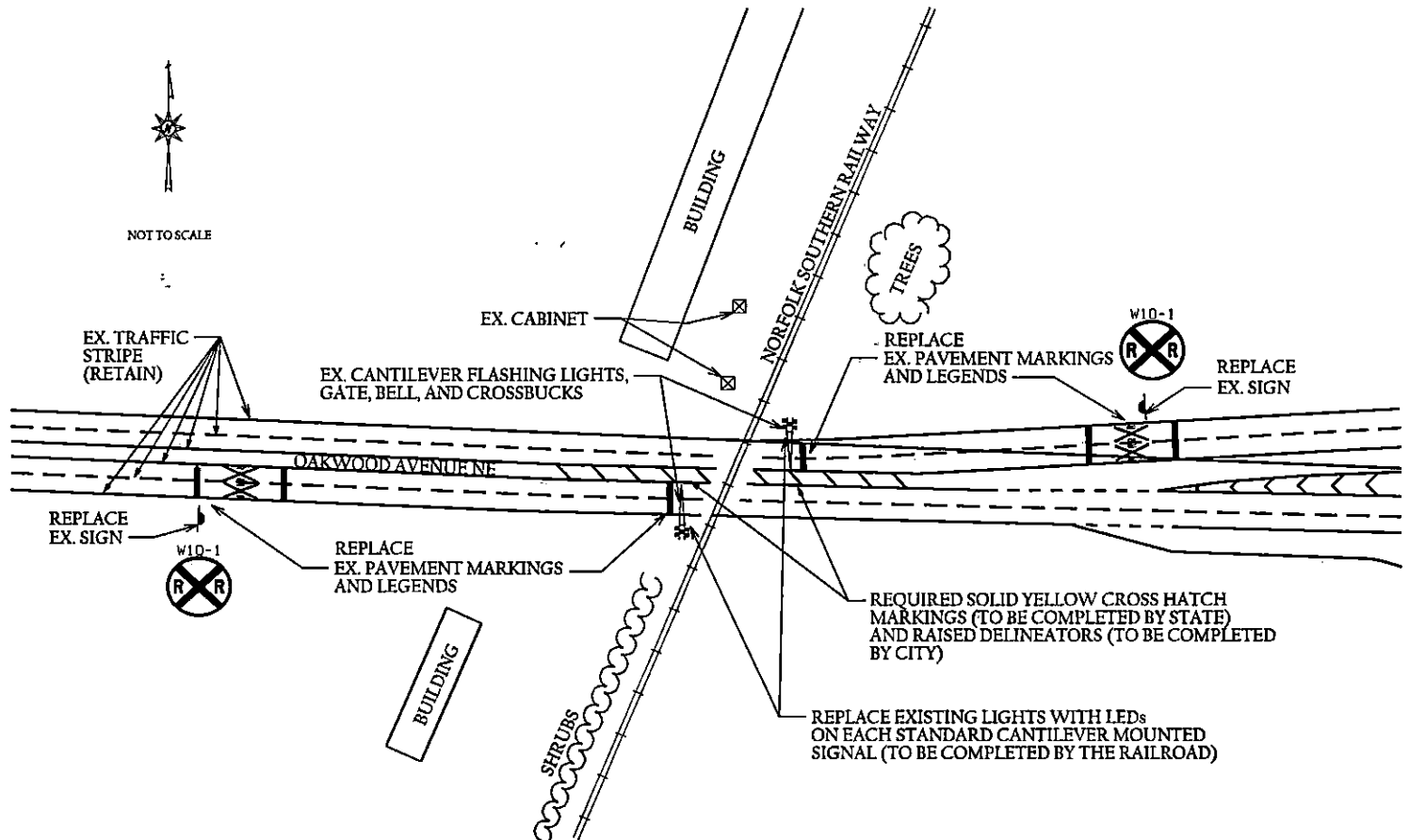
The STATE and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CONSULTANT, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CONSULTANT agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

STATE OF ALABAMA

DEPARTMENT OF TRANSPORTATION

RAILROAD GRADE CROSSING IMPROVEMENT



NOTES:

1. All work to be completed in accordance with ALDOT Standard Specifications and the National Manual on Uniform Traffic Control Devices, Latest Edition.
2. The Railroad is responsible for locating all utilities prior to construction.
3. The Railroad is responsible for providing required work zone traffic control in accordance with the National Manual on Uniform Traffic Control Devices, Latest Edition.

NUMBER AND TYPE OF TRACKS: One (1) main

EXISTING DEVICES: Gates, cross bucks, cantilever mounted signals, markings, and warning signs.

PROPOSED IMPROVEMENTS: Replace LED lights (to be completed by railroad)

SIGNING AND MARKING REQUIREMENTS: Replace warning signs, markings, and legends (to completed by State) and install raised delineators (to be completed by City)

DATE:	6/11/2021
PROJECT#:	RHPD-RR21(920)
COUNTY:	MADISON
LOCATION:	Oakwood Avenue
RAILROAD:	Norfolk Southern
REF. NO:	1427/XVIII-R
RR INV. NO:	731802T

RESOLUTION NO. 21-190

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into an agreement between the City of Huntsville and the State of Alabama for rail-highway grade crossing safety improvements at Norfolk Southern crossing on Oakwood Avenue (DOT No. 731802T), in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that document attached hereto and identified as "Agreement with the State of Alabama for rail-highway grade crossing safety improvements at Norfolk Southern crossing on Oakwood Avenue, (DOT No. 731802T)." consisting of a total of two (2) pages, and the date of March 11, 2021, 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 11th day of March, 2021.



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

APPROVED this the 11th day of March, 2021.



Mayor of the City of Huntsville,
Alabama



ALABAMA DEPARTMENT OF TRANSPORTATION
Design Bureau Traffic & Safety Operations

Rail-Highway Safety Programs Group
1409 Coliseum Boulevard, Montgomery, Alabama 36110



Kay Ivey
Governor

John R. Cooper
Transportation Director

February 17, 2021

Mayor Thomas Battle
City of Huntsville
308 Fountain Circle
Huntsville, AL 35801

**SUBJECT: ALDOT Rail-Highway Safety Programs Section 130 Funding Participation
Request for At-Grade Crossing Improvements**

Dear Mayor Battle:

The Alabama Department of Transportation (ALDOT) is committed to improving safety at rail-highway grade crossings in Alabama. Rail-highway grade crossing safety improvements considered at the referenced location includes, but is not limited to, any of the following: installing new grade crossing warning devices, modifying/upgrading existing warning devices, relocating warning devices, crossing elimination/consolidation, or other crossing safety improvements.

DOT No. **731802T** on **Oakwood Avenue NE** in **Huntsville, Alabama** has become eligible to receive Federal funds for rail-highway grade crossing safety improvements through ALDOT Section 130 Safety Program. The preliminary estimated cost of improvements is **\$30,000.00**. The estimate cost of improvements is subject to adjustment upon the receipt of the railroad force account estimate based on current railroad costs. The railroad force account estimate will be the cost shown on the anticipated contract agreement.

Subject to availability, the Federal Highway Administration (FHWA) in accordance to Title 23 U.S.C. 130(f)(3), will fund ninety percent (90%) of the Section 130 Program grade crossing safety improvements. In order for this location to be processed for FHWA approval and authorization, the city/town/county governments are required to participate by committing to providing a ten percent (10%) funding match for roadways under their respective authorities. In the event of a city/town/county government's inability or unwillingness to commit to provide the requested ten percent (10%) funding match, the referenced location is subject to be removed from the program for safety improvements due to lack of funding participation for the eligible fiscal year.

Please note, due to the Code of Federal Regulations, 2 CFR 200.306 Cost sharing or matching, federal funds cannot be used to match other federal funds. Therefore, the ten percent (10%) match funding source cannot be from a federal funding source such as a federal grant unless specific written approval has been granted and proof submitted with the return of this letter.

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

Date: 3-11-2021

Check applicable box below.

A response is needed within ten (10) business days from the date of the attached letter.
Remit both pages to the below provided address.


☒ **Yes. City of Huntsville, Alabama** will commit to providing the requested ten percent (10%) funding match for the referenced location; acknowledges funds are available; and will provide funds upon receipt of invoice by the Alabama Department of Transportation. It is understood, following the receipt of this commitment, ALDOT will prepare a contract agreement with a detailed railroad force account estimate to be agreed upon and signed by the State, Railroad Company, and local road authority.

☐ **No. City of Huntsville, Alabama** will NOT commit to providing the ten percent (10%) funding match for the referenced location.

ROAD AUTHORITY:

The undersigned, as representative of their respective agency's interests, concurs with this letter of acceptance and acknowledgement to comply.

Tommy Battle, Mayor
Name and Title (Print)


Signature Date 3-11-2021

Please mail your response to:


Alabama Department of Transportation
ATTN: Rail-Highway Programs Group (DESIGN)
1409 Coliseum Blvd
Montgomery, Alabama 36109

If you need additional information, please contact Ms. Oretta D. Clemons at (334) 242-6828.

Sincerely,

Stanley C. Biddick, P.E.
State Design Engineer

BY:


Oretta D. Clemons
Rail Programs Manager

ODC:drl
Enclosure

Cc: File
Mr. Travis Kilgore
Mr. Charles L. Wood



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/10/2022

File ID: 2022-0113

Department: Public Works

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Memorandum of Agreement between the City of Huntsville, Alabama and The Board of Trustees of The University of Alabama for and on behalf of the University of Alabama in Huntsville.

Resolution No.

Finance Information:

Account Number: 3020-00-00000-460400-00000000

City Obligation Amount: N/A

Total Obligation: N/A

Special Circumstances:

Grant Funded: \$

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/10/2022

File ID: 2022-0114

Department: Community Development

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Crisis Services of North Alabama, Inc. as a sub-recipient to use grant funds from the U.S. Treasury Emergency Rental Assistance Program.

Resolution No.

Ordinance No.

Finance Information:

Account Number: 515520

City Obligation Amount: \$ 0

Total Obligation: \$ 0

Special Circumstances:

Grant Funded: \$

Grant Title - CFDA or granting Agency: ERAP2

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

Resolution No. 2022-_____

WHEREAS, the American Rescue Plan Act was enacted by Congress and signed into law by the President on March 11, 2021 to fund states, U.S. Territories, local governments and Indian tribes, and;

WHEREAS, the purpose of the U.S Treasury Department funding is to assist eligible households for rent, rental arrears, utilities, utility arrears and other housing expenses resulting from the COVID-19 pandemic; and

WHEREAS, the Sub-recipient is a nonprofit organization duly organized to promote and assist eligible households with rent, rental arrears, utilities, utility arrears and other housing expenses services for households under the Emergency Rental Assistance Program (ERAP2); and

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 between the City of Huntsville, Alabama and Community Action Partnership - Huntsville/Madison & Limestone Counties, Inc., said agreement being substantially similar in words and figures to that document identified as “AGREEMENT BETWEEN THE CITY OF HUNTSVILLE, ALABAMA, AND CRISIS SERVICES OF NORTH ALABAMA, INC. FOR THE ADMINISTRATION OF EMERGENCY RENTAL ASSISTANCE PROGRAM CALL CENTER” consisting of nine (9) pages, and the date of February 10th, 2022, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville.

ADOPTED this the 10th day of February 2022

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

APPROVED this the 10th day of February 2022

Mayor of the City of Huntsville,
Alabama

STATE OF ALABAMA)
COUNTY OF MADISON)

AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND
CRISIS SERVICES OF NORTH ALABAMA, INC.
FOR THE ADMINISTRATION OF
EMERGENCY RENTAL ASSISTANCE PROGRAM CALL CENTER

THIS AGREEMENT is made the 10th day of February 2022, by and between Crisis Services of North Alabama , Inc, a non-profit Alabama organization, ("Sub-recipient"), and the City of Huntsville, Alabama, a municipal corporation in the State of Alabama ("City").

I. Statement of Work

- A. The City will grant \$34,651.31 to the Sub-recipient for administration of the program. Funds will be used exclusively for expenses related to the Sub-recipient providing a 211 call center for the Emergency Rental Assistance Program to any eligible City of Huntsville resident who has been financially affected by the COVID-19 pandemic.
- B. The Sub-recipient will be funded on a reimbursement basis for actual expenses related to the administration of the 211 call center program.

II. National Objective

All activities funded with U.S. Treasury must meet the ERAP2 Program's National Objective: The Sub-recipient certifies that the activities carried out under this Agreement will meet Low- or Moderate-Income Eligibility - 24 CFR 570.208(a)(2)(i)(A). As the Sub-recipient hereby certifies that its activities solely benefit persons who have been adversely affected financially by COVID-19, this activity is presumed to benefit low-income persons.

III. Use of Funds

The U.S. Treasury funds shall be used according to the budget submitted by the sub-recipient during application process (below).

President, or President Pro-Tem, of the
City Council of the City of Huntsville, AL
February 10th, 2022

Budget Category	Source	Amount
Salaries (Call Center)	U.S. Treasury	\$33,451.31
Operating Expenses	U.S. Treasury	\$1,200.00
Total		\$34,651.31

IV. Performance Goals

The Sub-recipient agrees to provide a 211 call center for the Emergency Rental Assistance Program Monday – Friday 8:00 am – 4:30 pm during the terms of this agreement. The number of calls shall be reported to the City monthly.

V. Timetable

The services of the sub-recipient shall begin February 11, 2022 and completed by December 31, 2022. All funds must be obligated or expended by December 31, 2022. All funds that are not expended by December 31, 2022 shall be returned to the City of Huntsville no later than January 5, 2023. Regulations and time deadlines are subject to change contingent on U.S. Department of the Treasury Emergency Rental Assistance Program updated guidance.

VI. Payments

- A. The sub-recipient shall submit reimbursement forms via e-mail monthly for case worker salaries and operating expenses for the 211 call center with evidence to the City of properly executed payrolls, time records, invoices, vouchers or other official documentation for each reimbursement request. The sub-recipient must also maintain a financial management system in accordance with the standards specified in 24 CFR 84.21.
- B. The City of Huntsville staff must approve all requests for payment per policies and procedures, therefore reimbursement will be processed in a timely manner. Allowable payments are those necessary and proper costs identified by the Sub-recipient's application and approved by the Staff, unless any or all costs are disallowed by the City of Huntsville staff. All costs must be incurred within the allowable time specified within this agreement.

VII. Subrogation

- A. In consideration of Sub-recipient's funds from the City, the Sub-recipient

hereby assigns to the City all of its future rights to reimbursement and all payments received from any grant, subsidized loan, or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency or the Small Business Administration or other program to the extent of proceeds paid to Sub-recipient

- B. Under this Agreement and at the sole discretion of the City there shall be a determination there has been no duplication of benefits (“DOB”). This shall be defined as financial assistance, available to the Sub-recipient, that can be used to pay for the costs described under Budgeted Costs for the scope of work described in this agreement that are to be paid for by the U.S. Treasury funds.
- C. Upon receiving any proceeds from other relief programs, or loan programs for this scope of work, that were not already described in the grant application, Sub-recipient agrees to immediately notify the City. If some or all of the proceeds are determined to be a DOB, the portion that is a DOB shall be paid to the City forthwith.

VIII. Records and Reports

- A. Sub-recipient is expected to have met the performance goals by the end of the agreement. Sub-recipient is also expected to have met the performance goals stated in the “Timetable”. If not, Sub-recipient will have to provide evidence of factors beyond their reasonable control. Staffing issues will not be considered beyond their reasonable control. Accordingly, a final “Performance Report” should be submitted no later than 15 days after the agreement period.
- B. The Performance Reports will provide all information necessary to determine that projected activities are being accomplished. Performance Reports also should include justification for lack of progress or delays in accomplishing the scope of work.
- C. Sub-recipient must provide quarterly and final Performance Reports on the use of funds, including the following information.
- D. The number of eligible households that receive assistance
- E. The acceptance rate of applicants for assistance;
- F. The type(s) of assistance provided to each household;
- G. The average amount of funding provided per household;

- H. Incomes of eligible households by income tier (less than or equal to 30 percent of AMI, between 30 and 50 percent of AMI, between 50 and 80 percent of AMI);
- I. The average number of monthly rental or utility payments that each household received; The data above must be disaggregated by gender, race, and ethnicity of primary applicant.
- J. Sub-recipient must establish data privacy and security requirements.

IX. Financial Reporting— The sub-recipient shall:

- A. Ensure that all costs shall be supported by properly executed payrolls, time records, invoices, vouchers or other official documentation, as evidence of the nature and propriety of the charges. All accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
- B. The Sub-recipient shall also keep a continuing record of all disbursements by date, check number, amount, vendor, description of items purchased and line item from which the money was expended, as reflected in the Sub-recipient's accounting records.
- C. Inform the City concerning any funds allocated to the Sub-recipient, that the Sub-recipient anticipates will not be expended during the term of this Agreement and return the unexpended funds to the City.

X. Client Data

The Sub-recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, demographic information and description of service provided. Such information shall be made available to Sub-recipient, City, or their designees for review upon request.

XI. Uniform Administrative Requirements

The Sub-recipient will, to the maximum possible extent, ensure compliance with regulations regarding:

A. Office of Management and Budget (OMB) Uniform Guidance, "Cost Principles, Audit and Administrative Requirements for Federal Awards" (2 CFR Part 200), which establishes principles for determining costs of grants, contracts, and other agreements with nonprofit organizations. These regulations are applicable for determining acceptable/allowable costs of work performed by nonprofit organizations. For example, to be allowed under an award, costs must meet general criteria such as:

1. Be reasonable for the performance of the award,
2. Be accorded consistent treatment,
3. Be determined in accordance with generally accepted accounting principles, and
4. Be adequately documented.

B.. Office of Management and Budget (OMB) Uniform Guidance which, in part, provide that financial management systems operated by recipients of federal assistance will provide for accurate, current, reliable, and complete disclosure of financial and accounting records relating to the use of federal dollars.

All records will identify the source and application of funds for activities, and accounting records are to be made available for audit(s) at the City's direction to determine the fiscal integrity of financial transactions and performances. All future procurement transactions for supplies, equipment, construction, and other services, regardless of whether negotiated or advertised, will be conducted in a manner so as to provide maximum open and free competition.

The Sub-recipient will give the U.S. Treasury, the City of Huntsville Alabama, or any authorized representatives access to the right to examine all records and documents related to the grant. Such records will be maintained for a period of at least five (5) years after receipt of federal funds.

XII. Additional Federal Requirements

The Sub-recipient will ensure compliance with regulations regarding:

A. Civil Rights

1. General Compliance

Title VI and Title IX of the Civil Rights Act of 1964 (Public Law 88-352)(42 U.S.C. 2003d et seq.); and implementing regulations issued at 24 CFR Part 1; as amended by Executive Order 11375 and 12086, and implementing regulations at 41 CFR Chapter 60, which prohibits discrimination in any activity receiving federal financial assistance.

2. Nondiscrimination

Title VIII of the Civil Rights Act of 1968, (Public Law 90-284)(42 U.S.C. 3601 et seq.); as amended, which prohibits discrimination in housing on the grounds of race, color, religion, national origin, sex, disability, or familial status.

Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq.) which requires that no person will on the grounds of race, color, national origin or sex, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity funded in whole or in part with U.S. Treasury funds.

Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.

Section 504 of the Rehabilitation Act of 1973, (Public Law 93-112) as amended, and implementing regulations when published for effect. Said regulation provides for nondiscrimination based on disability in federally assisted programs and activities.

B. Employment Restrictions

1. Prohibited Activity

The Sub-recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

C. Conflict of Interest

The Sub-recipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include, but are not limited to the following:

1. The Sub-recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
2. No employee, officer or agent of the Sub-recipient shall participate in the selection, the award or the administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
3. No covered persons who exercise or have exercised any functions or responsibilities with respect to U.S Treasury-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or

have a financial interest in any contract, subcontract, or agreement with respect to the U.S. Treasury-assisted activity, or with respect to the proceeds from the U.S. Treasury-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, the Sub-recipient, or any designated public agency.

D. Anti-Lobbying.

The Sub-recipient certifies that to the best of its knowledge and belief:

No federal-appropriated funds have been paid or will be paid, by or on behalf of it, 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 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 a federal contract, grant, loan, or cooperative agreement;

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying".

XIII. City Recognition

The Sub-recipient shall ensure recognition of the role of the City of Huntsville and The U.S. Treasury in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source.

XIV. Suspension and Termination

The Sub-recipient further agrees that this Agreement may be terminated or suspended in the event the Sub-recipient fails to perform any of the conditions contained herein and that the City may take appropriate and corrective action in order to insure compliance with this Agreement, including withholding payments, re-allocating funds, an order to audit the Sub-recipient's books and records pertaining to its activities and the utilization of federal funds.

In the event of default or violation by the Sub-recipient or the necessity of corrective action, the City will provide the Sub-recipient, by written notice, a demand to cure default explaining the nature and extent of the default or violation. The Sub-recipient

will cure or remedy said violation or default within ten (10) days after receipt of said notice, unless a longer time is agreed upon by the parties, in writing. In case default or violation is not cured, and corrective action is not completed within ten (10) days or a longer time as may be agreed upon, this Agreement may be terminated, and the City may have whatever remedy is authorized pursuant to state, local, and federal laws, including return of any funds previously given to the Sub-recipient.

XV. Amendments

Any changes or amendments to the agreement with regards to the performance goals, budget changes of not more than 25%, or the timeline may be approved in writing by City staff and Sub-recipient project manager. All other changes in the grant agreement will require an amendment to the agreement and would require approval from the City of Huntsville Alabama.

XVI. Independent Status

Nothing contained herein, nor any act of the City, the Sub-recipient, or any other party, will be deemed or construed by any party, or by any other third person, to create any relationship with third party beneficiary, principal or agent, limited or general partnership, or joint venture, or of any association or relationship involving the City. The Sub-recipient is at all times considered an independent agency and not an agency or branch of the City.

XVII. Insurance

The Sub-recipient, its officers and directors, agree to indemnify, defend, and hold harmless the City, its agents, officers, and employees from any and all damages to property or to persons or death of any person or persons, including employees and volunteers of the Sub-recipient, and will defend, indemnify, save harmless the City from any and all claims, demands, suits, actions, or proceedings of any kind or nature, including worker's compensation claims, of or by anyone whomsoever, resulting or arising out of the operations of the Sub-recipient, including operations of subcontractors, and acts or omissions of employees or agents of the Sub-recipient or its subcontractors.

Sub-recipient will procure and maintain, at its cost and expense, amounts of insurance that may be necessary for property protection in connection with the operations of the Sub-recipient's activity. Said insurance will provide for the applicable statutory workmen's compensation liability and public liability insurance in the sum of at least \$500,000. Said insurance will be maintained and in full force and effect during the term of the project. The Sub-recipient will also provide evidence of property damage insurance if the funded activity involves physical improvements.

XVIII. Electronic Signature

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

IN WITNESS WHEREOF, the City and the Sub-recipient have executed this agreement on this 10th day of February 2022.

CITY OF HUNTSVILLE, ALABAMA

Tommy Battle, Mayor
City of Huntsville, Alabama

ATTEST:

Ken Benion, Clerk Treasurer
City of Huntsville, Alabama

Crisis Services of North Alabama,
Inc. An Alabama Non-Profit
Corporation

By: Its President

Attest:

Resolution No. 2022-_____

WHEREAS, the American Rescue Plan Act was enacted by Congress and signed into law by the President on March 11, 2021 to fund states, U.S. Territories, local governments and Indian tribes, and;

WHEREAS, the purpose of the U.S Treasury Department funding is to assist eligible households for rent, rental arrears, utilities, utility arrears and other housing expenses resulting from the COVID-19 pandemic; and

WHEREAS, the Sub-recipient is a nonprofit organization duly organized to promote and assist eligible households with rent, rental arrears, utilities, utility arrears and other housing expenses services for households under the Emergency Rental Assistance Program (ERAP2); and

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 between the City of Huntsville, Alabama and Community Action Partnership - Huntsville/Madison & Limestone Counties, Inc., said agreement being substantially similar in words and figures to that document identified as “AGREEMENT BETWEEN THE CITY OF HUNTSVILLE, ALABAMA, AND CRISIS SERVICES OF NORTH ALABAMA, INC. FOR THE ADMINISTRATION OF EMERGENCY RENTAL ASSISTANCE PROGRAM CALL CENTER” consisting of nine (9) pages, and the date of February 10th, 2022, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville.

ADOPTED this the 10th day of February 2022

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

APPROVED this the 10th day of February 2022

Mayor of the City of Huntsville,
Alabama



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/10/2022

File ID: 2022-0115

Department: Community Development

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville, Alabama and Legal Services of Alabama to support the Emergency Rental Assistance Program.

Resolution No.

Ordinance No.

Finance Information:

Account Number: 515520

City Obligation Amount: \$ 0

Total Obligation: \$ 0

Special Circumstances:

Grant Funded: \$

Grant Title - CFDA or granting Agency: ERAP2

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

Resolution No. 2022-_____

WHEREAS, the American Rescue Plan Act was enacted by Congress and signed into law by the President on March 11, 2021 to fund states, U.S. Territories, local governments and Indian tribes, and;

WHEREAS, the purpose of the U.S Treasury Department funding is to assist eligible households for rent, rental arrears, utilities, utility arrears and other housing expenses resulting from the COVID-19 pandemic; and

WHEREAS, the Sub-recipient is a nonprofit organization duly organized to promote and assist eligible households with rent, rental arrears, utilities, utility arrears and other housing expenses services for households under the Emergency Rental Assistance Program (ERAP2); and

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 between the City of Huntsville, Alabama and Legal Services Alabama, said agreement being substantially similar in words and figures to that document identified as “AGREEMENT BETWEEN THE CITY OF HUNTSVILLE, ALABAMA, AND LEGAL SERVICES ALABAMA FOR THE ADMINISTRATION OF EMERGENCY RENTAL ASSISTANCE PROGRAM ” consisting of eight (8) pages, and the date of February 10th, 2022, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville.

ADOPTED this the 10th day of February 2022

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

APPROVED this the 10th day of February 2022

Mayor of the City of Huntsville,
Alabama

Resolution No. 2022-_____

WHEREAS, the American Rescue Plan Act was enacted by Congress and signed into law by the President on March 11, 2021 to fund states, U.S. Territories, local governments and Indian tribes, and;

WHEREAS, the purpose of the U.S Treasury Department funding is to assist eligible households for rent, rental arrears, utilities, utility arrears and other housing expenses resulting from the COVID-19 pandemic; and

WHEREAS, the Sub-recipient is a nonprofit organization duly organized to promote and assist eligible households with rent, rental arrears, utilities, utility arrears and other housing expenses services for households under the Emergency Rental Assistance Program (ERAP2); and

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 between the City of Huntsville, Alabama and Legal Services Alabama, said agreement being substantially similar in words and figures to that document identified as “AGREEMENT BETWEEN THE CITY OF HUNTSVILLE, ALABAMA, AND LEGAL SERVICES ALABAMA FOR THE ADMINISTRATION OF EMERGENCY RENTAL ASSISTANCE PROGRAM” consisting of eight (8) pages, and the date of February 10th, 2022, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville.

ADOPTED this the 10th day of February 2022

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

APPROVED this the 10th day of February 2022

Mayor of the City
of Huntsville, Alabama

STATE OF ALABAMA)
COUNTY OF MADISON)

AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND
LEGAL SERVICES ALABAMA
FOR THE ADMINISTRATION OF
EMERGENCY RENTAL ASSISTANCE PROGRAM

THIS AGREEMENT is made the 10th day of February 2022, by and between Legal Services Alabama a non-profit Alabama organization, ("Sub-recipient"), and the City of Huntsville, Alabama, a municipal corporation in the State of Alabama ("City").

I. Statement of Work

- A. The City will grant \$27,650.00 to the Sub-recipient for administration of the program. Funds will be used exclusively for expenses related to the Sub-recipient providing counseling in eviction cases for the Emergency Rental Assistance Program to any eligible City of Huntsville resident who has been financially affected by the COVID-19 pandemic.
- B. The Sub-recipient will be funded on a reimbursement basis for actual expenses related to the counseling in eviction cases for the Emergency Rental Assistance Program.

II. National Objective

All activities funded with U.S. Treasury must meet the ERAP2 Program’s National Objective: The Sub-recipient certifies that the activities carried out under this Agreement will meet Low- or Moderate-Income Eligibility - 24 CFR 570.208(a)(2)(i)(A). As the Sub-recipient hereby certifies that its activities solely benefit persons who have been adversely affected financially by COVID-19, this activity is presumed to benefit low-income persons.

III. Use of Funds

The U.S. Treasury funds shall be used according to the budget submitted by the sub-recipient during application process (below).

President, or President Pro-Tem, of the
City Council of the City of Huntsville, AL
February 10, 2022

Budget Category	Source	Amount
Salaries	U.S. Treasury	\$27,500.00
Operating Expenses	U.S. Treasury	\$150.00
Total		\$27,650.00

IV. Performance Goals

The Sub-recipient agrees to provide direct legal aid, primarily providing immediate day-of-trial assistance in the court system for the Emergency Rental Assistance Program

V. Timetable

The services of the sub-recipient shall begin February 11, 2022 and completed by December 31, 2022. All funds must be obligated or expended by December 31, 2022. All funds that are not expended by December 31, 2022 shall be returned to the City of Huntsville no later than January 5, 2023. Regulations and time deadlines are subject to change contingent on U.S. Department of the Treasury Emergency Rental Assistance Program updated guidance.

VI. Payments

- A. The sub-recipient shall submit reimbursement forms via e-mail monthly for attorney salaries and operating expenses with evidence to the City of properly executed payrolls, time records, invoices, vouchers or other official documentation for each reimbursement request. The sub-recipient must also maintain a financial management system in accordance with the standards specified in 24 CFR 84.21.
- B. The City of Huntsville staff must approve all requests for payment per policies and procedures, therefore reimbursement will be processed in a timely manner. Allowable payments are those necessary and proper costs identified by the Sub-recipient's application and approved by the Staff, unless any or all costs are disallowed by the City of Huntsville staff. All costs must be incurred within the allowable time specified within this agreement.

VII. Subrogation

- A. In consideration of Sub-recipient's funds from the City, the Sub-recipient hereby assigns to the City all of its future rights to reimbursement and all payments received from any grant, subsidized loan, or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency or the Small Business Administration or other program to the extent of proceeds paid to Sub-recipient
- B. Under this Agreement and at the sole discretion of the City there shall be a determination there has been no duplication of benefits ("DOB"). This shall be

defined as financial assistance, available to the Sub-recipient, that can be used to pay for the costs described under Budgeted Costs for the scope of work described in this agreement that are to be paid for by the U.S. Treasury funds.

- C. Upon receiving any proceeds from other relief programs, or loan programs for this scope of work, that were not already described in the grant application, Sub-recipient agrees to immediately notify the City. If some or all of the proceeds are determined to be a DOB, the portion that is a DOB shall be paid to the City forthwith.

VIII. **Records and Reports**

- A. Sub-recipient is expected to have met the performance goals by the end of the agreement. Sub-recipient is also expected to have met the performance goals stated in the “Timetable”. If not, Sub-recipient will have to provide evidence of factors beyond their reasonable control. Staffing issues will not be considered beyond their reasonable control. Accordingly, a final “Performance Report” should be submitted no later than 15 days after the agreement period.
- B. The Performance Reports will provide all information necessary to determine that projected activities are being accomplished. Performance Reports also should include justification for lack of progress or delays in accomplishing the scope of work.
- C. Sub-recipient must provide quarterly and final Performance Reports on the use of funds, including the following information.
- D. The number of eligible households that receive assistance
- E. The acceptance rate of applicants for assistance;
- F. The type(s) of assistance provided to each household;
- G. The average amount of funding provided per household;
- H. Incomes of eligible households by income tier (less than or equal to 30 percent of AMI, between 30 and 50 percent of AMI, between 50 and 80 percent of AMI);
- I. The average number of monthly rental or utility payments that each household received; The data above must be disaggregated by gender, race, and ethnicity of primary applicant.
- J. Sub-recipient must establish data privacy and security requirements.

IX. Financial Reporting– The sub-recipient shall:

- A. Ensure that all costs shall be supported by properly executed payrolls, time records, invoices, vouchers or other official documentation, as evidence of the nature and propriety of the charges. All accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
- B. The Sub-recipient shall also keep a continuing record of all disbursements by date, check number, amount, vendor, description of items purchased and line item from which the money was expended, as reflected in the Sub-recipient's accounting records.
- C. Inform the City concerning any funds allocated to the Sub-recipient, that the Sub-recipient anticipates will not be expended during the term of this Agreement and return the unexpended funds to the City.

X. Client Data

The Sub-recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, demographic information and description of service provided. Such information shall be made available to Sub-recipient, City, or their designees for review upon request.

XI. Uniform Administrative Requirements

The Sub-recipient will, to the maximum possible extent, ensure compliance with regulations regarding:

- A. Office of Management and Budget (OMB) Uniform Guidance, "Cost Principles, Audit and Administrative Requirements for Federal Awards" (2 CFR Part 200), which establishes principles for determining costs of grants, contracts, and other agreements with nonprofit organizations. These regulations are applicable for determining acceptable/allowable costs of work performed by nonprofit organizations. For example, to be allowed under an award, costs must meet general criteria such as:
 - 1. Be reasonable for the performance of the award,
 - 2. Be accorded consistent treatment,
 - 3. Be determined in accordance with generally accepted accounting principles, and
 - 4. Be adequately documented.
- B.. Office of Management and Budget (OMB) Uniform Guidance which, in part, provide that financial management systems operated by recipients of federal assistance will provide for accurate, current, reliable, and complete disclosure of financial and accounting records relating to the use of federal dollars.

All records will identify the source and application of funds for activities, and accounting records are to be made available for audit(s) at the City's direction to determine the fiscal integrity of financial transactions and performances. All future procurement transactions for supplies, equipment, construction, and other services, regardless of whether negotiated or advertised, will be conducted in a manner so as to provide maximum open and free competition.

The Sub-recipient will give the U.S. Treasury, the City of Huntsville Alabama, or any authorized representatives access to the right to examine all records and documents related to the grant. Such records will be maintained for a period of at least five (5) years after receipt of federal funds.

XII. Additional Federal Requirements

The Sub-recipient will ensure compliance with regulations regarding:

A. Civil Rights

1. General Compliance

Title VI and Title IX of the Civil Rights Act of 1964 (Public Law 88-352)(42 U.S.C. 2003d et seq.); and implementing regulations issued at 24 CFR Part 1; as amended by Executive Order 11375 and 12086, and implementing regulations at 41 CFR Chapter 60, which prohibits discrimination in any activity receiving federal financial assistance.

2. Nondiscrimination

Title VIII of the Civil Rights Act of 1968, (Public Law 90-284)(42 U.S.C. 3601 et seq.); as amended, which prohibits discrimination in housing on the grounds of race, color, religion, national origin, sex, disability, or familial status.

Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq.) which requires that no person will on the grounds of race, color, national origin or sex, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity funded in whole or in part with U.S. Treasury funds.

Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.

Section 504 of the Rehabilitation Act of 1973, (Public Law 93-112) as amended, and implementing regulations when published for effect. Said regulation provides for nondiscrimination based on disability in federally assisted programs and activities.

B. Employment Restrictions

1. Prohibited Activity

The Sub-recipient is prohibited from using funds provided herein or personnel

employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

C. Conflict of Interest

The Sub-recipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include, but are not limited to the following:

1. The Sub-recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
2. No employee, officer or agent of the Sub-recipient shall participate in the selection, the award or the administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
3. No covered persons who exercise or have exercised any functions or responsibilities with respect to U.S Treasury-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the U.S. Treasury-assisted activity, or with respect to the proceeds from the U.S. Treasury-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City , the Sub-recipient, or any designated public agency.

D. Anti-Lobbying.

The Sub-recipient certifies that to the best of its knowledge and belief:

No federal-appropriated funds have been paid or will be paid, by or on behalf of it, 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 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 a federal contract, grant, loan, or cooperative agreement;

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying".

XIII. City Recognition

The Sub-recipient shall ensure recognition of the role of the City of Huntsville and The U.S.

Treasury in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source.

XIV. Suspension and Termination

The Sub-recipient further agrees that this Agreement may be terminated or suspended in the event the Sub-recipient fails to perform any of the conditions contained herein and that the City may take appropriate and corrective action in order to insure compliance with this Agreement, including withholding payments, re-allocating funds, an order to audit the Sub-recipient's books and records pertaining to its activities and the utilization of federal funds.

In the event of default or violation by the Sub-recipient or the necessity of corrective action, the City will provide the Sub-recipient, by written notice, a demand to cure default explaining the nature and extent of the default or violation. The Sub-recipient will cure or remedy said violation or default within ten (10) days after receipt of said notice, unless a longer time is agreed upon by the parties, in writing. In case default or violation is not cured, and corrective action is not completed within ten (10) days or a longer time as may be agreed upon, this Agreement may be terminated, and the City may have whatever remedy is authorized pursuant to state, local, and federal laws, including return of any funds previously given to the Sub-recipient.

XV. Amendments

Any changes or amendments to the agreement with regards to the performance goals, budget changes of not more than 25%, or the timeline may be approved in writing by City staff and Sub-recipient project manager. All other changes in the grant agreement will require an amendment to the agreement and would require approval from the City of Huntsville Alabama.

XVI. Independent Status

Nothing contained herein, nor any act of the City, the Sub-recipient, or any other party, will be deemed or construed by any party, or by any other third person, to create any relationship with third party beneficiary, principal or agent, limited or general partnership, or joint venture, or of any association or relationship involving the City. The Sub-recipient is at all times considered an independent agency and not an agency or branch of the City.

XVII. Insurance

The Sub-recipient, its officers and directors, agree to indemnify, defend, and hold harmless the City, its agents, officers, and employees from any and all damages to property or to persons or death of any person or persons, including employees and volunteers of the Sub-recipient, and will defend, indemnify, save harmless the City from any and all claims, demands, suits, actions, or proceedings of any kind or nature, including worker's compensation claims, of or by anyone whomsoever, resulting or arising out of the operations of the Sub-recipient, including operations of subcontractors, and acts or omissions of employees or agents of the Sub-recipient or its subcontractors.

Sub-recipient will procure and maintain, at its cost and expense, amounts of insurance that may be necessary for property protection in connection with the operations of the Sub-recipient's activity. Said insurance will provide for the applicable statutory workmen's

compensation liability and public liability insurance in the sum of at least \$500,000. Said insurance will be maintained and in full force and effect during the term of the project. The Sub-recipient will also provide evidence of property damage insurance if the funded activity involves physical improvements.

XVIII. Electronic Signature

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

IN WITNESS WHEREOF, the City and the Sub-recipient have executed this agreement on this 10th day of February 2022.

CITY OF HUNTSVILLE, ALABAMA

Tommy Battle, Mayor
City of Huntsville, Alabama

ATTEST:

Ken Benion, Clerk Treasurer
City of Huntsville, Alabama

Legal Services Alabama.
An Alabama Non-Profit Corporation

By: Its President

Attest:



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/10/2022

File ID: 2022-0116

Department: Community Development

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to execute Modification No. 2 between the City of Huntsville, Alabama and Huntsville Assistance Program, for the use of Emergency Rental Assistance Program funds as adopted and approved by Resolution No. 21-196.

Resolution No.

Ordinance No.

Finance Information:

Account Number: 515520

City Obligation Amount: \$ 0

Total Obligation: \$ 0

Special Circumstances:

Grant Funded: \$

Grant Title - CFDA or granting Agency: ERAP2

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

RESOLUTION NO. 2022-_____

WHEREAS, the City of Huntsville, Alabama previously entered into an agreement with Huntsville Assistance Program, Inc., for services pursuant to funding provided by the U.S. Treasury Department derived from the Health and Economic Recovery Omnibus Emergency Solutions Act (HEROES Act) passed by Congress and signed into law by the President on December 27, 2020 as a stimulus package in response to the COVID-19 pandemic; and

WHEREAS, Huntsville Assistance Program, Inc. requests to amend Section V. (Timetable) of their agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor of the City of Huntsville is hereby authorized, requested and directed to enter into “Modification No. 2 to the ‘Agreement between the City of Huntsville and Huntsville Assistance Program Inc. for the Administration of Emergency Rental Assistance Funds’ as previously approved by Resolution No. 21-196 on March 11, 2021, for U.S. Treasury Department funding”, consisting of two (2) pages, and the date of February 10, 2022, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville.

ADOPTED this the 10th day of February, 2022.

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

APPROVED this the 10th day of February, 2022.

Mayor of the City of Huntsville, Alabama

STATE OF ALABAMA)

COUNTY OF MADISON)

**Modification No. 2 to the
Agreement between the City of
Huntsville, Alabama and
Huntsville Assistance Program,
Inc. as adopted and approved by
Resolution No. 21-196 on March
11, 2021 for the Administration of
Emergency Rental Assistance
Funds.**

MODIFICATION NO. 2

THIS MODIFICATION IS MADE TO THE AGREEMENT entitled “Agreement between the City of Huntsville, Alabama and Huntsville Assistance Program, Inc.” as referenced above and is entered into on this the 10th day of February 2022 by and between the City of Huntsville, Alabama (City) and Huntsville Assistance Program.

WITNESSETH

WHEREAS the Agency has indicated a need to amend their Timetable (Section V);

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

Effective January 1, 2022 the Timetable (Section V) of the Agreement is deleted and replaced with the following:

V. Timetable

The services of the sub-recipient shall begin March 11, 2021 and be completed by December 31, 2022. All funds must be obligated or expended by December 31, 2022. All funds that are not expended by December 31, 2022 shall be returned to the City of Huntsville no later than January 5, 2023. Regulations and time deadlines are subject to change contingent on U.S. Department of the Treasury Emergency Rental Assistance Program updated guidance.

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

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

All other terms and conditions of the Original Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have entered into this agreement, consisting of this page and one (1) preceding page, on the 10th day of February, 2022.

THE CITY OF HUNTSVILLE

Tommy Battle, Mayor
City of Huntsville, Alabama

ATTEST:

Kenneth Benion, City Clerk Treasurer
City of Huntsville, Alabama

Huntsville Assistance Program Inc.

By: _____
President

ATTEST:

By: _____
Huntsville Assistance Program, Inc.

RESOLUTION NO. 2022-_____

WHEREAS, the City of Huntsville, Alabama previously entered into an agreement with Huntsville Assistance Program, Inc., for services pursuant to funding provided by the U.S. Treasury Department derived from the Health and Economic Recovery Omnibus Emergency Solutions Act (HEROES Act) passed by Congress and signed into law by the President on December 27, 2020 as a stimulus package in response to the COVID-19 pandemic; and

WHEREAS, Huntsville Assistance Program, Inc. requests to amend Section V. (Timetable) of their agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor of the City of Huntsville is hereby authorized, requested and directed to enter into “Modification No. 2 to the ‘Agreement between the City of Huntsville and Huntsville Assistance Program Inc. for the Administration of Emergency Rental Assistance Funds’ as previously approved by Resolution No. 21-196 on March 11, 2021, for U.S. Treasury Department funding”, consisting of two (2) pages, and the date of February 10, 2022, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville.

ADOPTED this the 10th day of February, 2022.

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

APPROVED this the 10th day of February, 2022.

Mayor of the City of Huntsville, Alabama



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/10/2022

File ID: 2022-0117

Department: Community Development

Subject:

Type of Action: Approval/Action

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

Resolution No.

Ordinance No.

Finance Information:

Account Number: Click or tap here to enter text.

City Obligation Amount: \$

Total Obligation: \$

Special Circumstances:

Grant Funded: \$

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

Resolution No. 22-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an Agreement by and between the City of Huntsville and Kimberly Erb, 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 Kimberly Erb” consisting of two (2) pages and the date of February 10, 2022 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 10th day of February 2022

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

APPROVED this the 10th day of February 2022

Mayor of the City of Huntsville,
Alabama

STATE OF ALABAMA)
COUNTY OF MADISON)

**SPECIAL EMPLOYEE AGREEMENT
BETWEEN THE CITY OF
HUNTSVILLE AND KIMBERLY ERB**

**SPECIAL EMPLOYEE AGREEMENT BETWEEN
THE CITY OF HUNTSVILLE AND KIMBERLY ERB**

THIS AGREEMENT is made the 10th day of February 2022, by and between Kimberly Erb, an individual, ("Erb"), 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. Erb shall be employed by the City of Huntsville for administrative support to grant programs in the Department of Community Development, Erb 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 Manager of Community Development.
2. The term of this contract shall be for a period of one year commencing on February 11, 2022.
3. This contract may be terminated by either party upon thirty (30) days written notice being provided to the other party.
4. Except as specified herein, Erb shall be subject to all Policies applicable to part-time employees of the City of Huntsville.
5. Erb acknowledges that confidential information may be made available to her in connection with her work pursuant to this agreement. Erb agrees not to disclose the confidential information to any third party at any time following execution of this agreement. This clause shall survive the termination of this agreement.

**President of the City Council
City of Huntsville, AL
Date: February 10, 2022**

6. During the term of this contract Erb shall perform the duties and responsibilities of a Special Employee described as follows; Work involves assisting the Manager of Community Development in gathering information and providing administrative support with the U.S. Treasury Department Grant for Rental and Utility Assistance. Work also involves assisting with the planning and evaluation, programmatic accountability and program compliance with local, state and federal regulations. Work is performed with general supervision, and reviewed through conferences, reports and performance evaluations according to professional standard, City ordinances and regulations, state law, and federal law and regulations. Work shall be under direct supervision of the Manager of Community Development.
7. In consideration of the services rendered hereunder, the City shall pay Erb at the rate of \$24.00 per hour not to exceed 28 hours per week, with the total sum not to exceed \$34,944.00 per year, which shall be paid bi-weekly in accordance with the City's regular payroll processing system. During the term of the agreement, Erb shall not receive any cost of living adjustment approved by the City Council for all other employees of the City. In addition, Erb shall not receive any benefits available to any employee of the City. Erb shall have no authorization to incur any debt or obligation on behalf of the City.
8. 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.

ATTEST:

BY: _____

Kimberly Erb, an individual

CITY OF HUNTSVILLE, ALABAMA
a municipal corporation

BY: _____

Tommy Battle

ITS: Mayor

ATTEST:

BY: _____

Kenneth Benion

ITS: Clerk-Treasurer

Resolution No. 22-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an Agreement by and between the City of Huntsville and Kimberly Erb, 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 Kimberly Erb” consisting of two (2) pages and the date of February 10, 2022 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 10th day of February 2022

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

APPROVED this the 10th day of February 2022

Mayor of the City of Huntsville,
Alabama



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/10/2022

File ID: 2022-0118

Department: General Services

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to execute Change Order No. 1 to the agreement between the City of Huntsville and Chorba Contracting Corporation for construction services for the Animal Services Renovation Phase 3.

Resolution No.

Finance Information:

Account Number: 3020-14-00000-523002-00000000

City Obligation Amount: \$60,217.00

Total Obligation: \$

Special Circumstances:

Grant Funded: \$

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

RESOLUTION NO. 2022-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, and the Mayor that the contract with Chorba Contracting Corporation for Construction Services for the Animal Services Renovation Phase 3 located at 4950 Triana Boulevard, Huntsville, Alabama, approved and executed by the City of Huntsville, Alabama on the 10th day of June, 2021, be and the same is hereby amended as is reflected on Change Order Number 1 attached hereto.

BE IT FURTHER RESOLVED that the total contract amount be hereby is amended from One Million Two Hundred Fifty Five Thousand Dollars and No/100's (\$1,255,000.00) on behalf of the City of Huntsville, a municipal corporation in the State of Alabama to One Million Three Hundred Fifteen Thousand Two Hundred Seventeen Dollars and 00/100s (\$1,315,217.00), including this Change Order Number 1 in the amount of Sixty Thousand Two Hundred Seventeen Dollars and 00/100s (\$60,217.00), said Change Order is substantially in word and figures as attached hereto and identified as "Change Order Number 1 to the contract between City of Huntsville and Chorba Contracting Corporation for the construction services at the Animal Services Renovation Phase 3 consisting of ten pages (10) together with the signature of the City Council President and an executed copy of said document being permanently kept on file in the office of the City Clerk Treasurer of the City of Huntsville, Alabama.

ADOPTED this the _____ day of _____, 2022.

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

ADOPTED this the _____ day of _____, 2022.

Mayor of the City of Huntsville, Alabama

"EXHIBIT B"

CITY OF HUNTSVILLE, ALABAMA

CONTRACT CHANGE ORDER

CHANGE ORDER NO. _____

DATE: 12/29/21 PROJECT: Animal Services Phase 3
TO: Chorba Contracting Corporation

(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 CMR's 1, 2, 3, 5, 6 and 7
(Description of work to be done or changes to be made)

TOTAL ADDITION OR DEDUCTION TO CONTRACT PRICE (NOTE: Numbers in parentheses are deductions).

For this Change \$ <u>60,217.00</u>	\$	
ORIGINAL CONTRACT PRICE	\$	1,255,000.00
Net total previous Change Orders	\$	-0-
Previous revised Contract Price	\$	-0-
This Change Order No. <u>1</u> ADD (DEDUCT)	\$	60,217.00
Revised Contract Price this date	\$	1,315,217.00

Extension of time resulting from this Change Order 7 (Indicate no. of calendar days).

The amount of this Change Order will be the responsibility of City of Huntsville.

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 further claims or changes arising out of or as a result of this change, or the accumulation of executed Contract Modifications on this Contract.

The Contractor and Owner(s) hereby agree to the terms of this Change Order as contained herein.

CONSENT OF SURETY

CONTRACTING PARTIES

Fidelity & Deposit Company of Maryland
(Company)

Chorba Contracting Corporation
(Contractor)

By [Signature]
(Authorized Representative) Charles E. Carper, IV

By [Signature]
(Authorized Representative) George M. Likos

RECOMMENDED

CITY OF HUNTSVILLE, ALABAMA

By [Signature]
(Design Engineer or Architect)

By _____
(Its Mayor)

By [Signature]
(City Facilities Project Manager)

By _____
(President of City Council)

By [Signature]
(Director of General Services)

Date _____

00270-41
REVISED 11-3-2015 LEGAL APP'D

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint, **Charles E. CARPER, IV, James A. GUNN, Sabrina DONALDSON, Donna P. MOCK, Douglas K. AMAN and George W. THOMPSON, III, of Birmingham and Montgomery, Alabama**, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 30th day of October, A.D. 2019.



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 30th day of October, 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this 29th day of December, 2021.



Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 10/6/2021 CMR NUMBER: 1
PROJECT: ANIMAL SERVICES PHASE 3
OWNER: CITY OF HUNTSVILLE
ARCHITECT: HAY BULMAN
CONTRACTOR: CHORBA CONTRACTING
DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):
FURNISH AND INSTALL
20' X 8' CONEX CONTAINER

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): \$6,148.00
2. TIME EXTENSION IN CALENDAR DAYS (ATTACH JUSTIFICATION): -0-
THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT
3. SUBMITTED BY:
A. CONTRACTOR
B. ARCHITECT Hay Bulman

BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE

4. INITIATED BY: OWNER
5. OWNER'S CLASSIFICATION:
CONTRACT MODIFICATION DUE TO:
☐ VALUE ENGINEERING OR COST REDUCTION
☐ CHANGES IN PROJECT SCOPE OF WORK
☐ OWNER REQUESTED UPGRADE
☒ UNFORESEEN CONDITIONS
☐ TECHNICAL COORDINATION
6. THIS CHANGE IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS ONE OF THE FOLLOWING TYPES:
☒ MINOR CHANGE OF A MONETARY VALUE AND NOT REQUIRED FOR COMPETITIVE BIDDING.
☐ CHANGES TO THE ORIGINAL CONTRACT NECESSITATED BY UNFORESEENABLE 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. C&E ESTIMATOR Chris H. Clark
B. C&E PROJECT MANAGER Robert H. Hunsford
C. DEPARTMENT HEAD (CUSTOMER) Chris Hunsford
D. C&E FACILITIES PROJ MANAGER Chris Hunsford
E. DEPARTMENT HEAD (CS) Bob E. Wilk

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: 11/11/2021 CMR NUMBER: 2
PROJECT: ANIMAL SERVICES PHASE III
OWNER: CITY OF HUNTSVILLE
ARCHITECT: HAY / BULTMANN
CONTRACTOR: CHORBA CONTRACTING

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

METAL STUD (DRYMAN) CHANGES REQUIRED AFTER CITY PLAN REVIEW. CHANGES REQUIRED TO CREATE PLUMBING CHASES

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): \$14,743.00

2. TIME EXTENSION IN CALENDAR DAYS (ATTACH JUSTIFICATION): 7

THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT

3. SUBMITTED BY:

A. CONTRACTOR

☒ B. ARCHITECT

[Signature]
[Signature]

BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE

4. INITIATED BY: ARCHITECT

5. OWNER'S CLASSIFICATION:

CONTRACT MODIFICATION DUE TO:

- ☐ VALUE ENGINEERING OR COST REDUCTION
☐ CHANGES IN PROJECT SCOPE OF WORK
☐ OWNER REQUESTED UPGRADE
☐ UNFORESEEN CONDITIONS
☒ TECHNICAL COORDINATION

6. THIS CHANGE IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS ONE OF THE FOLLOWING TYPES:

- ☒ MINOR CHANGE OF A MONETARY VALUE AND NOT REQUIRED FOR COMPETITIVE BIDDING.
☐ CHANGES TO THE ORIGINAL CONTRACT NECESSITATED BY UNFORESEEABLE CIRCUMSTANCES ARISING DURING THE COURSE OF THE WORK.
☐ EMERGENCIES ARISING DURING THE COURSE OF THE WORK.
☐ CHANGE FOR ALTERNATES PROVIDED FOR IN THE ORIGINAL BIDDING WHERE THERE IS NO DIFFERENCE IN PRICE OF THE CHANGE FROM THE ORIGINAL BEST BID ON THE ALTERNATE.
☐ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND DOES NOT EXCEED 10% OF THE CONTRACT PRICE.
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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 (OS)

[Signature]
[Signature]
[Signature]

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00270-39

REVISED 11-3-2015 LEGAL APPVD

"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 11/11/2021 CMR NUMBER: 3
PROJECT: ANIMAL SERVICES PHASE II
OWNER: CITY OF HUNTSVILLE
ARCHITECT: HAY / BUCHANAN
CONTRACTOR: CHORBA CONTRACTING

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

MECHANICAL (HVAC) REVISIONS REQUIRED AFTER CITY
PLAN REVIEW. PLUMBING MODS REQUIRED AFTER
CONSTRUCTION BEGAN TO ACCOMMODATE ACTUAL CONDITIONS

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN) \$ 20,651.00
2. TIME EXTENSION IN CALENDAR DAYS (ATTACH JUSTIFICATION) .0.

THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT

3. SUBMITTED BY:

- A. CONTRACTOR
B. ARCHITECT

[Signature]
Dan K. Hays, HBA

BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE

4. INITIATED BY: Architect

5. OWNER'S CLASSIFICATION:

CONTRACT MODIFICATION DUE TO:

- ☐ VALUE ENGINEERING OR COST REDUCTION
☐ CHANGES IN PROJECT SCOPE OF WORK
☐ OWNER REQUESTED UPGRADE
☐ UNFORESEEN CONDITIONS
☒ TECHNICAL COORDINATION

6. THIS CHANGE IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS ONE OF THE FOLLOWING TYPES:

- ☒ MINOR CHANGE OF A MONETARY VALUE AND NOT REQUIRED FOR COMPETITIVE BIDDING.
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☐ EMERGENCIES ARISING DURING THE COURSE OF THE WORK.
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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)

[Signature]
[Signature]
[Signature]
[Signature]

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.

00270-39

REVISED 11-3-2015 LEGAL APPYD

"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 11/11/2021 CMR NUMBER: 4
PROJECT: ANIMAL SERVICES PHASE III
OWNER: CITY OF HUNTSVILLE
ARCHITECT: HAY / BUCHANAN
CONTRACTOR: CHOEN CONTRACTING

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

ADDED CM4 CHASE WALL IN NEW
COMMUNITY CAT ROOM TO ALLOW FOR
PLUMBING

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): \$2,103.00

2. TIME EXTENSION IN CALENDAR DAYS (ATTACH JUSTIFICATION): -0-

THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT

3. SUBMITTED BY:

A. CONTRACTOR

B. ARCHITECT

cmil

BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE

4. INITIATED BY:

5. OWNER'S CLASSIFICATION:

CONTRACT MODIFICATION DUE TO:

☐ VALUE ENGINEERING OR COST REDUCTION
☐ CHANGES IN PROJECT SCOPE OF WORK
☐ OWNER REQUESTED UPGRADE
☐ UNFORESEEN CONDITIONS
☐ TECHNICAL COORDINATION

Smith

6. THIS CHANGE IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS ONE OF THE FOLLOWING TYPES:

☐ MINOR CHANGE OF A MONETARY VALUE AND NOT REQUIRED FOR COMPETITIVE BIDDING.
☐ CHANGES TO THE ORIGINAL CONTRACT NECESSITATED BY UNFORESEENABLE CIRCUMSTANCES ARISING DURING THE COURSE OF THE WORK.
☐ EMERGENCIES ARISING DURING THE COURSE OF THE WORK.
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☐ 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)

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00270-39
REVISED 11-3-2015 LEGAL APP'D

"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 11/11/2021 CMR NUMBER: 5
PROJECT: ANIMAL SERVICES PHASE III
OWNER: CITY OF HUNTSVILLE
ARCHITECT: HAM / BULLMAN
CONTRACTOR: CHORBA CONTRACTING

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

ADD ONE CONCRETE PAD AT NEW CONEX AND ORAIN
PIPE (18' x 5.5'). ADD CONCRETE PAD AT RELOCATED
SHED (15' x 6')

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN) \$ 3,351.00
2. TIME EXTENSION IN CALENDAR DAYS (ATTACH JUSTIFICATION) - 0 -

THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT

3. SUBMITTED BY:

A. CONTRACTOR

B. ARCHITECT

BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE

4. INITIATED BY: OWNER

5. OWNER'S CLASSIFICATION:

CONTRACT MODIFICATION DUE TO:

- ☐ VALUE ENGINEERING OR COST REDUCTION
☒ CHANGES IN PROJECT SCOPE OF WORK
☐ OWNER REQUESTED UPGRADE
☐ UNFORESEEN CONDITIONS
☐ TECHNICAL COORDINATION

6. THIS CHANGE IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS ONE OF THE FOLLOWING TYPES:

- ☒ MINOR CHANGE OF A MONETARY VALUE AND NOT REQUIRED FOR COMPETITIVE BIDDING.
☐ CHANGES TO THE ORIGINAL CONTRACT NECESSITATED BY UNFORESEENABLE 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
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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 (GB)

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.

00270-39

REVISED 11-3-2015 LEGAL APP'D

"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 11/11/2021 CMR NUMBER: 6
PROJECT: Animal Services Phase III
OWNER: CITY OF HUNTSVILLE
ARCHITECT: HSA / Buchanan
CONTRACTOR: CHORDA CONTRACTING

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

ADD NEW CONCRETE PAD AND RAMP AT NEW BUILDING FOR NEW DEMING DATED 10/27/21

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): \$9,908.00

2. TIME EXTENSION IN CALENDAR DAYS (ATTACH JUSTIFICATION): 0

THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT

3. SUBMITTED BY:

A. CONTRACTOR

B. ARCHITECT

BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE

4. INITIATED BY: Architect

5. OWNER'S CLASSIFICATION:

CONTRACT MODIFICATION DUE TO:

☐ VALUE ENGINEERING OR COST REDUCTION

☐ CHANGES IN PROJECT SCOPE OF WORK

☐ OWNER REQUESTED UPGRADE

☐ UNFORESEEN CONDITIONS

☒ TECHNICAL COORDINATION

6. THIS CHANGE IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS ONE OF THE FOLLOWING TYPES:

☒ MINOR CHANGE OF A MONETARY VALUE AND NOT REQUIRED FOR COMPETITIVE BIDDING.

☐ CHANGES TO THE ORIGINAL CONTRACT NECESSITATED BY UNFORESEERABLE

☐ 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.

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☐ 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)

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00270-39

REVISED 11-3-2015 LEGAL APP'D

"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 12/10/2021 C/MR NUMBER: 7
PROJECT: ANIMAL SERVICES PHASE 3
OWNER: CITY OF HUNTSVILLE
ARCHITECT: HAY / BUCHANAN
CONTRACTOR: CHORBA CONTRACTING
DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):
FIRE ALARM CHANGES

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): \$ 3,416.00
2. TIME EXTENSION IN CALENDAR DAYS (ATTACH JUSTIFICATION): .0
THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT

3. SUBMITTED BY:

- A CONTRACTOR
B ARCHITECT

BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE

4. INITIATED BY: OWNER

5. OWNER'S CLASSIFICATION:

CONTRACT MODIFICATION DUE TO:

- ☐ VALUE ENGINEERING OR COST REDUCTION
☐ CHANGES IN PROJECT SCOPE OF WORK
☐ OWNER REQUESTED UPGRADE
☒ UNFORESEEN CONDITIONS
☐ TECHNICAL COORDINATION

6. THIS CHANGE IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS ONE OF THE FOLLOWING TYPES:

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☐ CHANGES TO THE ORIGINAL CONTRACT INCURRED BY UNFORESEENABLE 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 C/MR ESTIMATOR
B C/MR PROJECT MANAGER
C DEPARTMENT HEAD (CUSTOMER)
D C/MR FACILITIES PROJ. MANAGER
E DEPARTMENT HEAD (GB)

THIS EXECUTED FORM DOES NOT CONSTITUTE A CHANGE ORDER. THIS DOCUMENT IS AN ACKNOWLEDGMENT BY THE DESIGNATED REPRESENTATIVE THAT THEY RECOMMENDED TO THE CITY OF HUNTSVILLE CITY COUNCIL TO APPROVE THE CHANGE IN CONTRACT SUM, SCOPE AND OR TIME STATED HEREIN. THE CITY OF HUNTSVILLE CITY COUNCIL MUST APPROVE ALL CHANGE ORDERS.

00270-39
REVISED 11-3-2015 LEGAL APPVD

RESOLUTION NO. 2022-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, and the Mayor that the contract with Chorba Contracting Corporation for Construction Services for the Animal Services Renovation Phase 3 located at 4950 Triana Boulevard, Huntsville, Alabama, approved and executed by the City of Huntsville, Alabama on the 10th day of June, 2021, be and the same is hereby amended as is reflected on Change Order Number 1 attached hereto.

BE IT FURTHER RESOLVED that the total contract amount be hereby is amended from One Million Two Hundred Fifty Five Thousand Dollars and No/100's (\$1,255,000.00) on behalf of the City of Huntsville, a municipal corporation in the State of Alabama to One Million Three Hundred Fifteen Thousand Two Hundred Seventeen Dollars and 00/100s (\$1,315,217.00), including this Change Order Number 1 in the amount of Sixty Thousand Two Hundred Seventeen Dollars and 00/100s (\$60,217.00), said Change Order is substantially in word and figures as attached hereto and identified as "Change Order Number 1 to the contract between City of Huntsville and Chorba Contracting Corporation for the construction services at the Animal Services Renovation Phase 3 consisting of ten pages (10) together with the signature of the City Council President and an executed copy of said document being permanently kept on file in the office of the City Clerk Treasurer of the City of Huntsville, Alabama.

ADOPTED this the _____ day of _____, 2022.

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

ADOPTED this the _____ day of _____, 2022.

Mayor of the City of Huntsville, Alabama



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/10/2022

File ID: 2022-0119

Department: General Services

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Consolidated Construction Company for construction services of Sandra Moon Community Center Phase 2

Resolution No.

Finance Information:

Account Number: 4013-14-00000-523023-PHASE002

City Obligation Amount: \$ 4,373,000.00

Total Obligation: \$

Special Circumstances:

Grant Funded: \$

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

RESOLUTION NO. 2022-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into a Fixed Price Agreement by and between the City of Huntsville and Consolidated Construction Company for Construction Services for the Sandra Moon Community Center Phase 2, Huntsville, Alabama in the base bid amount of Four Million Three Hundred Seventy Three Thousand Dollars and 00/100s (\$4,373,000.00)

UNIT PRICE #1 - Floor Leveling & Patching Material	\$ 275.00/CF
UNIT PRICE #2 - Additional light Structural Steel	\$ 5,000.00/TN
UNIT PRICE #3 - Replacement of existing 110V	\$ 30.00/EA
UNIT PRICE #4 - Replacement of existing 227V	\$ 30.00/EA
UNIT PRICE #5 - Replacement damaged metal deck	\$ 25.00/SF
UNIT PRICE #6 - Concrete Slab Trenching	\$ 100.00/LF

on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to the certain document attached hereto and identified as “Standard Agreement between the City of Huntsville and Consolidated Construction Company consisting of forty-four 44 pages, together with the signature of the City Council President and an executed copy of said document being permanently kept on file in the Office of the City Clerk Treasurer of the City of Huntsville, Alabama.

ADOPTED this the _____ day of _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

Mayor of the City of Huntsville, Alabama

**FIXED PRICE AGREEMENT BETWEEN
THE CITY OF HUNTSVILLE
AND
CONSOLIDATED CONSTRUCTION COMPANY
WITH ARCHITECTURAL SUPPORT FROM
KPS GROUP, INC.**

This Agreement is made by and between:

City of Huntsville
P.O. Box 308
Huntsville, Alabama 35804

(hereinafter referred to as the “Owner”) and:

Consolidated Construction Co.
908 North Memorial Parkway
Suite 2A
Huntsville, Alabama 35801

(hereinafter referred to as the “Contractor”) under seal for construction described below to be rendered for the following Project:

Project Title: **Sandra Moon Community Center Phase 2**

General Description: **Renovations to existing 110,000 community center complex. Work includes upgrades to accessibility, engineering systems, new sprinkler system, and new fire alarm system.**

Date: _____

President of the City Council: _____

ARTICLE I
THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 THE CONTRACT

- 1.1.1 This Fixed Price Construction Contract between the Owner and the Contractor, of which this Agreement is part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last party to execute it.

1.2 THE CONTRACT DOCUMENTS

- 1.2.1 The Contract Documents consist of **KPS PROJECT NO. 205014-00** and addenda (s) **1,2,3,2A,4,4A** issued during the bidding and value engineering/cost reduction/quality reduction procedure, all Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the parties hereafter, all of which are hereby incorporated herein by reference and made a part hereof. Documents not included or expressly contemplated in this Article 1 do not, and shall not form any part of this Contract.

1.3 ENTIRE AGREEMENT

- 1.3.1 This Contract, together with the Contractor's performance and payment bonds for the Project, constitute the entire and exclusive agreement between the Owner and the Contractor with reference to the Project. Specifically, but without limitation, this Contract supersedes all prior written or oral discussions, communications, representation, understandings, negotiations, or agreements, if any, between the Owner and Contractor, unless specifically referenced and included in paragraph 1.2 above.

1.4 NO PRIVACY WITH OTHERS

- 1.4.1 Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement or relationship between the Owner and any person or entity other than the Contractor.

1.5 INTENT AND INTERPRETATION

- 1.5.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any Work that may be required by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price.
- 1.5.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contractor Document shall be considered as required by the Contract.
- 1.5.3 When a word, term or phrase is used in the Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.
- 1.5.4 The words "include", "includes", "including", as used in this Contract, shall be deemed to be followed by the phrase, "without limitation".
- 1.5.5 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any

other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of the Contract.

- 1.5.6 Words or terms used as nouns in the Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.
- 1.5.7 Contractor warrants and represents that it has received, reviewed, and examined the documents prepared by Architect using that degree of skill and care as a reasonably prudent Contractor would exercise under similar circumstances in preparing an estimate for work of a similar scope and magnitude. Based upon that examination, Contractor further warrants that it has not discovered any defects or deficiencies in the Contract Documents and that the documents are, to the best of Contractor's knowledge, information, and belief, adequate for constructing the Project. Contractor further agrees that in the event it should discover any defect, inconsistency, or inadequacy in the Contract Documents, it will notify Owner in writing as soon as practicable of such defect, inconsistency, or inadequacy such that Owner may request Architect to remedy the same.
- 1.5.8 In the event any conflict, discrepancy, or inconsistency among any of the documents which make up this contract, the following shall control: The Contractor is deemed to have based his estimate upon the order of precedence as set forth below of performing the work. As between numbers and scaled measurements on the Drawings and in the Design, the numbers shall govern: and between larger scale and smaller scale drawings, the larger scale shall govern. Interpretations shall be based on the following order of precedence: 1) This Agreement, 2) Supplementary Conditions, if any, 3) Bid Documents and Addenda, with those Addenda of later date having precedence over those of earlier date, 4) The General Condition of the Contract for Construction, AIA Document A201, 5) Drawings and Specifications. In the event that there is a conflict between the Drawings and Specifications, the Owner shall determine which shall govern and it shall be assumed that the Contractor used the most expensive method of construction in preparing his bid for the Contract. This contract shall be administered based on the aforesaid assumption.
- 1.5.9 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design, shall control the Contractor in dividing the Work or in establishing the extent or scope of the Work to be performed by Subcontractors.

1.6 OWNERSHIP OF CONTRACT DOCUMENTS

- 1.6.1 The Contract Documents, and each of them, as well as other documents furnished by the Owner, shall remain the property of the Owner. The contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project, provided, however, that in no event shall Contractor use, or permit to be used, any or all such Contract Documents on other projects without the Owner's prior written authorization.

ARTICLE II THE WORK

- 2.1** The Contractor shall perform all the Work required by this Contract.
- 2.2** The term “Work” shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following construction of the whole or a designated part of the Project; furnishing of any required surety bonds and insurance; and the provision or furnishings of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Contract. The Work to be performed by the Contractor is generally described as set forth on page 1 and as set forth in the Contract Documents.
- 2.3** The Contractor shall be responsible for the creation and submission to the Owner of detailed and comprehensive as-built drawings depicting all as-built construction. Said as-built drawings shall be submitted along with building equipment operations manuals and all warranty data to the Owner upon final completion of the Project and receipt of same by the Owner shall be condition precedent to final payment to the contractor.

ARTICLE III

CONTRACT TIME

3.1 TIME

- 3.1.1** The Contractor shall commence the Work within 10 calendar days after the Owner issues the written notice to proceed and shall diligently continue its performance until final completion of the Project. The contractor shall accomplish Final Completion of all of the Work no later than **300 days** following the Notice to Proceed. The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Final Completion, shall constitute the “Contract Time.”
- 3.1.2** The term “Substantial Completion”, as used herein, shall mean that point at which, as certified in writing by the Architect, the Project is at a level of completion in strict compliance with his contract, such that the Owner or its designee can enjoy beneficial use or occupancy and can use or operate it in all respects, for its intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of substantial completion.
- 3.1.3** All limitations of time set forth in the Contract Documents are of the essence of this Contract.

3.2 LIQUIDATED DAMAGES

- 3.2.1** In the event that unexcused delay causes the Contractor to fail to accomplish Substantial Completion of the Work in accordance with the dates set forth herein, for each and every day of delay the Contractor shall pay to the Owner the sum of \$100.00 per day for liquidated damages for the loss of use. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that Substantial Completion will be inexcusably delayed, the Owner shall be entitled, but

not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages. For liquidated damages pertaining to failure to achieve Final Completion in accordance with the requirements of paragraph 3.1.1. See paragraph 5.7.

ARTICLE IV CONTRACT PRICE

4.1 THE CONTRACT PRICE

- 4.1.1 The Owner shall pay, and the Contractor shall accept, as full and complete payment for the Contractor's timely performance of all of the Work and obligations required herein, the Fixed Price Agreement of

\$ 4,373,000.00 - Base Bid

Four Million Three Hundred Seventy Three Thousand Dollars and No/100s

UNIT PRICE #1 - Floor Leveling & Patching Material	\$ 275.00/CF
UNIT PRICE #2 - Additional light Structural Steel	\$ 5,000.00/TN
UNIT PRICE #3 - Replacement of existing 110V	\$ 30.00/EA
UNIT PRICE #4 - Replacement of existing 227V	\$ 30.00/EA
UNIT PRICE #5 - Replacement damaged metal deck	\$ 25.00/SF
UNIT PRICE #6 - Concrete Slab Trenching	\$ 100.00/LF

For sales and use tax certificate exemption purposes the total fixed price amount does not include any amounts for sales and use taxes and the amount of \$ 115,000.00 is the approximate estimated sales taxes excluded from the Base Bid.

The price set forth in this paragraph 4.1 shall constitute the Contract Price which shall not be modified except by Change Order or other mutually agreed upon contract modification as provided in this Contract. The contract price as set forth herein shall include the cost of all labor, materials, and supplies to be used or incorporated in the project. The contract price as stated herein, including adjustments such as change orders, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

ARTICLE V PAYMENT AND COMPLETION

5.1 SCHEDULE OF VALUES

- 5.1.1 Within 10 calendar days of the issuance of the notice to proceed, the Contractor shall prepare and submit to the Owner and to the Architect a Contractor's Schedule of Values allocating the Contract Price to the various portions of the Work for the purposes of periodic and final payment. The Contractor's mobilization, cleanup, bonds, insurance,

overhead and profit shall be separated from subcontractor and materials costs. The Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the Architect or the Owner may require to substantiate its accuracy. The Contractor shall not imbalance its Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Contract. The Schedule of Values shall be used only as a basis for the Contractor's Applications for Payment and shall only constitute such basis after it has been acknowledged in writing by the Architect and the Owner.

5.2 PAYMENT PROCEDURE

- 5.2.1 The Owner shall pay the Contract Price to the Contractor as provided below.
- 5.2.2 **PROGRESS PAYMENTS** - The form of the Contractor's Application for Payment shall be supported by AIA Document G703, Continuation Sheet. Based upon the Contractor's Schedule of Values, the Contractor shall submit his applications for payment, in duplicate (each being notarized), to the Architect and to the Owner. After being subsequently certified by the Architect and sent to the Owner by the Architect, the Owner shall make progress payments to the Contractor on account of the Contract Price.
- 5.2.3 On or about the twentieth (20th) of each month after commencement of the Work, but no more frequently than once a month, the Contractor shall submit an Application for Payment to the Architect and to the Owner in such form and manner, and with such supporting data and content, as the Owner or the Architect may require. Therein, the Contractor may request payment for ninety-five percent (95%) of that portion of the Contract Price, less the total amounts of previous payments received from the Owner, which are properly allocable to Contract requirements properly provided, including labor and materials properly incorporated in the Work and including any materials stored on the site or suitably stored and insured off site for subsequent incorporation in the Work. Prior to requesting payment for any materials, the Contractor shall document to the satisfaction of the Owner and the Architect that the Contractor has paid for the materials included in the request for payments or that the materials are currently invoiced and payable. Payment for stored materials and equipment shall also be conditioned upon the Contractor's certification satisfactory to the Owner, that the owner has title to such materials and equipment and shall include proof of required insurance against loss or damage. Such Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested in accordance with the Schedule of Values, that the Work has been properly installed or performed in full accordance with this Contract, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the Architect will review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by this Contract. After fifty percent (50%) of the Work has been completed, the Contractor may increase his payment request percentage to be one hundred percent (100%) of Work completed for the remaining half of the project instead of the ninety-five percent (95%) set forth above. Should the Contractor elect to calculate the retainage of 5% on a line item basis within the Schedule of Values, the total retainage per pay request shall be not less than 5% until the total pay application exceeds 50% of the Contract value.
- 5.2.4 The Architect shall determine and certify in writing to the Owner no later than the last day of the month, the amount properly owing to the Contractor. The amount of each partial payment shall be the amount certified for payment by the Architect less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner

shall have the right to withhold as authorized by this Contract. The Architect's certification of the Contractor's Application for Payment shall not preclude the Owner from the exercise of any of its rights as set forth in Paragraph 5.3 herein below. The Owner will make payment to the Contractor pursuant to the Contractor's Application for Payment within thirty (30) days from the date of receipt by the Owner of the Architect's certification of the Contractor's Application for Payment.

- 5.2.5 The Contractor warrants that title to all Work covered by an Application for Payment will be vested in the Owner no later than the time of payment. The Contractor further represents and warrants that upon submittal of an Application for Payment, all Work for which payments have been previously paid by the Owner shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever. As a condition precedent to payment, the Contractor shall provide on a monthly basis to the Owner properly executed waivers of lien, in the form provided by the Owner which is set forth in "Exhibit D" hereto, from all subcontractors, material men, suppliers, or others having lien rights, wherein said subcontractors, material men, suppliers, or others having lien rights, shall acknowledge receipt of all sums due to date pursuant to all prior Applications for Payment and waive and relinquish any liens, lien rights or other claims relating to date to the work site.
- 5.2.6 When payment is received from the Owner, the Contractor shall promptly pay each Subcontractor, material men, laborers, and suppliers the amounts they are due for the work covered by such payment. In the event the Owner becomes informed that the Contractor has not paid a Subcontractor, material man, laborer, or supplier as herein provided, the Owner shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and any such Subcontractor, material man, laborer, or supplier as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the Owner to repeat the procedure in the future.
- 5.2.7 No progress payment, nor any use or occupancy of the Project by the Owner, for any purpose, shall be interpreted or construed to constitute an acceptance of any Work not in strict accordance with this Contract.
- 5.2.8 No progress payment may include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason.

5.3 WITHHELD PAYMENT

5.3.1 The Owner may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the Owner from loss because of:

- (a) defective Work not remedied by the Contractor nor, in the opinion of the Owner, likely to be remedied by the Contractor.
- (b) the quality of a portion, or all, of the Contractor's work not being in accordance with the requirements of this Contract.
- (c) the quantity of the Contractor's work not being as represented in the Contractor's Application for Payment.
- (d) claims made or likely to be made by third parties against the Owner or the Owner's property.

- (e) failure by the Contractor to use Contract funds, previously paid the Contractor by the Owner, to pay Contractor's work related obligations including Subcontractors, laborers, material men, material and equipment suppliers or others in a prompt and proper fashion.
- (f) evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price.
- (g) evidence related to the Contractor's rate of Progress which in the Owner's opinion indicates that the Work will not be completed in the time required for substantial or final completion.
- (h) the Contractor's persistent failure to carry out the Work or refusal to perform any of its obligations in accordance with the Contract.
- (i) damage or loss caused by the Contractor or a Subcontractor, material man, laborer, or supplier to the Owner or a third party to whom the Owner is, or may be, liable.

In the event that the Owner makes written demand upon the Contractor for amounts previously paid by the Owner as contemplated in this Subparagraph 5.3.1, the Contractor shall promptly comply with such demand.

5.4 UNEXCUSED FAILURE TO PAY

- 5.4.1 If within thirty (30) days after the date established herein for payment to the Contractor by the Owner, the Owner, without cause or basis hereunder, fails to pay the Contractor any amount then due and payable to the Contractor, then the Contractor may after seven (7) additional days' written notice to the Owner and the Architect, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from the owner have been received.

5.5 SUBSTANTIAL COMPLETION

- 5.5.1 When the Contractor believes that Substantial Completion has been achieved as defined by 3.1.2, the Contractor shall notify in writing the Architect and the Owner and shall submit in writing a list of items to be completed or corrected. When the Architect, on the basis of an inspection, determines that the Work is in fact substantially complete, then the Architect will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor as applicable for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. If the Architect, through its inspection, fails to find that the Contractor's work is substantially complete, and is required to repeat all, or any portion of, its Substantial Completion inspection, the Contractor shall bear the cost of such repeat inspections(s) which cost may be deducted by the Owner from any payment then or thereafter due to the Contractor. Guarantees and equipment warranties required by the Contract shall commence on the date of Substantial Completion of the Work. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such certificate. Upon Substantial Completion of the Work, and execution by both the Owner and the Contractor of the Certificate of Substantial Completion, the Owner shall pay the Contractor an amount sufficient to increase total payments to the Contractor to one hundred percent (100%) of the Contract Price less three hundred percent (300%) of the reasonable costs as determined by the Owner for completing all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling all outstanding or threatened unsettled claims.

5.6 PARTIAL OCCUPANCY OR USE

- 5.6.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor or as identified in Article III. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Subparagraph 5.5.1. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.
- 5.6.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.
- 5.6.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

5.7 COMPLETION AND FINAL PAYMENT

- 5.7.1 When all of the Work is finally complete and the Contractor is ready for a final inspection, it shall notify the Owner and the Architect thereof in writing. Thereupon, the Architect will make final inspection of the Work and, if the Architect confirms that the Work is complete in full accordance with this Contract and this Contract has been fully performed, the Architect will promptly issue a final Certificate for Payment certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the Architect is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s) which cost may be deducted by the Owner from the Contractor's final payment.
- 5.7.2 If the Contractor fails to achieve final completion within the time fixed in paragraph 3.1, the Contractor shall pay the Owner the sum of \$100.00 dollars per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth herein for final completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that final completion will be unexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving final completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.
- 5.7.3 The Contractor shall not be entitled to final payment unless and until it submits to the Owner and the Architect, in a form and manner required by the Owner, if any, its affidavit that all its obligations for payrolls, Subcontractors, laborers, invoices for

materials and equipment, and other liabilities connected with the Work for which the Owner, or the Owner's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors, laborers, and suppliers of the Contractor and of any and all other parties required by the Architect or the owner, consent of Surety, if any, to final payment. Additionally, all product warranties, operating manuals, instruction manuals and other record documents, drawings, and things customarily required of the Contractor, or expressly required herein, as a part of or prior to closeout of the work must be delivered prior to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the Owner, the Contractor shall furnish a bond satisfactory to the Owner to discharge any such lien or indemnify the Owner from liability.

- 5.7.4 The Contractor shall, immediately after the completion of the contract, give notice of the completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done for a period of four successive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published.
- 5.7.5 The Owner shall make final payment of all sums due the Contractor subject to 5.3.1 above, within thirty (30) days of the Architect's execution of a final Certificate of Payment.
- 5.7.6 Acceptance of final payment shall constitute a waiver of all claims against the Owner by the Contractor except for those claims previously made in writing against the Owner by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

ARTICLE VI THE OWNER

6.1 INFORMATION, SERVICES AND THINGS REQUIRED FROM OWNER

- 6.1.1 The Owner shall furnish to the Contractor, prior to the execution of this Contract, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, the Owner does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefor. The Owner shall also furnish, if appropriate and available, surveys, legal limitations and utility locations (if known), and a legal description of the Project site.
- 6.1.2 Excluding permits and fees normally the responsibility of the Contractor or determined to be the responsibility of the Contractor in accordance with this Contract, the Owner shall obtain all easements required for construction and shall pay for aid to construction required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.
- 6.1.3 The Owner will furnish the Contractor, free of charge, six (6) copies of the Contract Documents for execution of the Work. Additional copies may be purchased by the Contractor from the printer.

- 6.1.4 The Owner shall classify all contract modifications in accordance with the categories established in "Exhibit A" entitled "Contract Modification Request" which is attached hereto and incorporated by reference.

6.2 RIGHT TO STOP WORK

- 6.2.1 If the Contractor persistently fails or refuses to perform the Work in accordance with this Contract, the Owner may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the Owner orders that Work be resumed. In such event, the Contractor shall immediately obey such order. However, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

6.3 OWNER'S RIGHT TO PERFORM WORK

- 6.3.1 If the Contractor's Work is stopped by the Owner under Paragraph 6.2, and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the Owner that the cause of such stoppage will be eliminated or corrected, then the Owner may, without prejudice to any other rights or remedies the owner may have against the Contractor, proceed to carry out the subject Work with its own forces or with the forces of another. In such a situation, the Contractor shall be fully responsible and be liable for the costs of performing such work by the Owner and an appropriate contract modification shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies, plus compensation for the Owner's Representative's and Architect's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Contract Price is insufficient to cover the amount due the Owner, the Contractor shall pay the difference to the Owner. The rights set forth herein are in addition to and without prejudice to, any other rights or remedies the Owner may have against the Contractor.

6.4 OWNER'S POINT OF CONTACT

- 6.4.1 The Owner's point of contact shall be Diana Cook, P.E.. The telephone number is 256-427-5289.

ARTICLE VII THE CONTRACTOR

7.1 CONTINUING DUTY

- 7.1.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without required pre-construction conferences, adequate Contract Documents, Contractor performed Interference Drawings, as defined in the Specifications, or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. The Contractor shall provide to the Owner and Architect written notice of any error, omission, inconsistency, or ambiguity in the Contract Documents at least twenty-one (21) days prior to the scheduled date for performance of the affected portion of the Work. Failure to provide such written notice to the Owner and Architect in accordance with this paragraph shall result in the Contractor waiving any resulting claim for time delay or any other consequential damages. Upon written notice of said error, omission, inconsistency, or ambiguity in the Contract Documents the Owner will have 21 days to remedy same before starting to count days of delay to the Contractor. If the Contractor performs any of the Work which involves such an error, omission, inconsistency or

ambiguity in the Contract Documents without such written notice to the Owner and Architect, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

7.2 CONSTRUCTION AND SUPERVISION PROCEDURES

- 7.2.1 The Contractor shall perform the Work strictly in accordance with this Contract.
- 7.2.2 The Contractor shall strictly supervise and direct the Work using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the Owner for any and all acts or omissions of the Contractor, its employees and others engaged in the Work on behalf of the Contractor.

7.3 REVIEW OF FIELD CONDITIONS

- 7.3.1 The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Architect and to the Owner in accordance with provisions defined in Article 7.1.1.

7.4 WARRANTY

- 7.4.1 The Contractor warrants to the Owner that all labor furnished to progress the Work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Contract. All Work not strictly conforming to these requirements may be considered defective and shall constitute a breach of the Contractor's warranty.
- 7.4.2 In addition to any other warranties and guarantees set forth elsewhere in this Agreement, the Contractor, upon request by the Owner or the Architect shall promptly correct all failures or defects in its Scope of the Work for a period of one (1) year after the date of substantial completion. In the event of termination of the Agreement for convenience or for cause prior to substantial completion, the Contractor shall be responsible for the correction of all failure or defects in its Scope of Work as performed and paid for a period of one (1) year after the effective date of the termination. Should the Contractor fail to promptly correct any failure or defect, the Owner may take whatever actions it deems necessary to remedy the failure or defect and the Contractor shall promptly reimburse the Owner for any expenses or damages it incurs as a result of the Contractor's failure to correct the failure or defect including, but not limited to, any attorney's fees necessary to remedy the failure or defect, or to obtain reimbursement from the Contractor.
 - 7.4.2.1 The Contractor shall schedule, coordinate and participate in a walk-through inspection of the work one (1) month prior to the expiration of the one-year correction period, and shall notify the Owner, the Professionals, and any necessary subcontractors and suppliers of the date of, and request their participation in, the walk-through inspection. The purpose of the walk-through inspection will be to determine if there are defects or failures which require correction.
- 7.4.3 In addition to the warranties and guarantees set forth elsewhere herein, the Builder expressly warrants and guarantees to the Owner:

- 7.4.3.1 That its scope of the Work complies with (i) the Construction Documents; and, (ii) all applicable laws, statutes, building codes, rules and regulations of all governmental, public and quasi-public authorities and agencies having jurisdiction over the Project.
- 7.4.3.2 That all goods, products, materials, equipment and systems incorporated into its scope of the Work conform to applicable specifications, descriptions, instructions, drawings, data and samples and shall be and are (i) new (unless otherwise specified or permitted) and without apparent damage; (ii) of quality equal to or higher than that required by the Contract Documents; and (iii) merchantable.
- 7.4.3.3 That all management, supervision, labor and services required for its scope of the Work shall comply with the Contract and shall be and are performed in a workmanlike manner.
- 7.4.4 The Contractor shall require that all its subcontractors and suppliers provide written warranties, guaranties and other undertakings to the Owner and the Builder in a form identical to the warranties, guaranties and other undertakings set forth in this Contract, including the warranties, guaranties, and undertakings set forth in this Article, which warranties, guaranties and undertakings shall run to the benefit of the Owner as well as the Contractor.
- 7.4.5 The warranties and guaranties set forth in this Article shall be in addition to all other warranties, express, implied or statutory, and shall survive the Owner's payment, acceptance, inspection of, or failure to inspect, the Work and review of the Contract Documents. These warranty provisions shall survive any termination of the contract.
- 7.4.6 Nothing contained in Paragraph 7.4.2 shall be construed to establish a period of limitation with respect to the Contractor's obligations under the Contract. Paragraph 7.4.2 relates only to the Contractor's specific obligations with respect to the Work, and has no relationship to the time within which the Contractor's contractual obligations under the Contract may be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to any contractual obligations pursuant to Paragraph 7.4.2 or contained elsewhere herein.
- 7.4.7 Unless otherwise specified herein, all of the Contractor's warranty and guaranty obligations, including the time periods for all written warranties and guarantees of specifically designated equipment required by the Construction Documents, shall begin on the date of Substantial Completion or the date of acceptance by the Owner, whichever is later.

7.5 PERMITS, FEES AND NOTICES

- 7.5.1 The Contractor shall obtain and pay for all permits, fees and licenses, **excluding aid to construction**, necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

7.6 AUTHORIZED REPRESENTATIVE AND KEY PERSONNEL

- 7.6.1 The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept any and all communications from the Owner or the Architect.
- 7.6.2 Key Supervisory personnel assigned by the Contractor to this Project are as follow:

Name	Function
Garrett Steele	Project Manager

So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the Owner agrees to the contrary in writing. In the event one or more individuals not listed above subsequently assume one or more of those functions listed above, the Contractor shall be bound by the provisions of this Subparagraph 7.6.2 as though such individuals had been listed above.

7.7 SCHEDULE

7.7.1 The Contractor, within 10 days of the issuance of notice to proceed, shall submit to the Owner and the Architect for their information the Contractor's **schedule for completing the Work**. Such Schedule shall be in compliance with the requirements set forth in the Project Manual which is attached hereto and incorporated by reference. The Contractor's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project. Each such revision shall be furnished to the Owner and the Architect. Failure by the Contractor to strictly comply with the provisions of this Paragraph 7.7.1 shall constitute a material breach of this Contract.

7.8 DOCUMENTS AND SAMPLES AT THE SITE

7.8.1 The Contractor shall continuously maintain at the site, for the benefit of the Owner and the Architect, one updated record copy of this Contract marked to record on a current basis, amendments, revisions, changes, selections and modifications made during the term of this contract. Additionally, the Contractor shall maintain at the site for the Owner and Architect the approved Shop Drawings, Product Data, Samples and other similar required submittals and interference drawings. All of these record documents shall be available to the Owner and the Architect at all regular business hours. Upon final completion of the Work, all of these record documents shall become the property of and shall be delivered to the Owner.

7.9 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

7.9.1 Shop Drawings, Product Data, Samples and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work in conformance with information received from the Contract Documents.

7.9.2 The Contractor shall not perform any portion of the Work requiring submittal and review of Shop Drawings, Product Data or Samples unless and until such submittal shall have been approved by the Architect. Approval by the Architect or Owner, however, shall not be evidence that Work installed pursuant thereto conforms with the requirements of this Contract. The Owner and Architect shall have no duty to review partial submittals, unsolicited, or incomplete submittals.

7.9.3 The Contractor shall review, approve and submit to the Architect and Owner, Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. The Contractor shall maintain a submittal log which shall include, as a minimum, the date scheduled for each submittal, the actual date of each submittal, the date of any resubmittal, the

date of an approval or rejection, and the reason for any approval or rejection. The submittal log shall be copied to the Owner and Architect on a weekly basis and presented during the weekly project meeting.

- 7.9.4 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents and has performed his duty of carefully reviewing, inspecting, and examining any and all submittals before submitting to the Owner or Architect. Prior to the commencement of work, other than the structural framework, the Contractor shall create interference drawings for the coordination of trades in the mechanical rooms and other congested areas. Such interference drawings shall be subject to submittal to the Architect and Owner and approval in accordance with paragraph 7.9.
- 7.9.5 The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and the Architect has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.
- 7.9.6 The contractor shall direct specific attention in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals to revisions other than those requested by the Architect on previous submittals.
- 7.9.7 Informational submittals upon which the Architect is not expected to take responsive action shall be so identified in the Contract Documents.
- 7.9.8 When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

7.10 CLEANING AND USE OF THE SITE AND THE PROJECT

- 7.10.1 The Contractor shall keep the site and off-site areas reasonably clean during performance of the Work and is responsible for the trash/debris that is allowed to accumulate onsite or off-site. Upon final completion of the Work, the Contractor shall thoroughly clean the site and the Project and remove all waste, debris, trash, and excess materials or equipment, together with all of the Contractor's property therefrom.
- 7.10.2 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment or impede floodwater flow.
- 7.10.3 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.
- 7.10.4 **Access to the Site:** The Contractor shall perform its scope of the Work so as not to interrupt or interfere with any on site operations of the Owner or those authorized by the Owner to use the site.

7.11 ACCESS TO WORK

- 7.11.1 The Owner and the Architect shall have access to the Work at all times from commencement of the Work through final completion. The Contractor shall take whatever steps necessary to provide access when requested.

7.12 ROYALTIES AND PATENTS

- 7.12.1 The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufactures is required by the Contract Documents. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Owner and Architect.

7.13 SAFETY PRECAUTIONS AND PROGRAMS

- 7.13.1 The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit to the Architect and the Owner for their approval, a written Safety Program which shall address as a minimum their plan for compliance with all federal, state or local requirements for health and safety on the project site.
- 7.13.2 In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Architect in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless by written agreement of the Owner and Contractor.
- 7.13.3 The Contractor shall not be required pursuant to Article 10 to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB).

7.14 SAFETY OF PERSONS AND PROPERTY

- 7.14.1 It is acknowledged that the Contractor shall have a duty to protect all personnel, equipment, materials, supplies associated with this project. Damage to property or personnel shall be subject to the indemnification provisions of this Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
1. employees on the Work and other persons who may be affected thereby.
 2. the work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors or in transit; and
 3. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

- 7.14.2 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- 7.14.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including fencing, posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.
- 7.14.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- 7.14.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in paragraph 7.15.1 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under paragraph 7.15.1 , except damage or loss attributable to acts of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 7.13.
- 7.14.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be designated by the Contractor in writing to the Owner and Architect.
- 7.14.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

7.15 EMERGENCIES

- 7.15.1 In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. In the event that any such emergency occurs, the Contractor shall promptly notify the Owner and the Architect within twenty-four (24) hours of the discovery of the emergency situation. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Paragraph 8.3.

7.16 CONTRACTOR REPRESENTATIONS

In order to induce the Owner to execute this Contract and recognizing that the Owner is relying thereon, the Contractor, by executing this Contract, makes the following express representations to the Owner:

- 7.16.1 The Contractor is fully qualified to act as the contractor for the Project and has, and shall maintain, any and all licenses, permits or other authorizations necessary to act as the contractor for, and to construct, the Project.
- 7.16.2 The Contractor has become familiar with the Project site and the local conditions under which the Project is to be constructed and operated.

- 7.16.3 The Contractor has received, reviewed and carefully examined all of the documents which make up this Contract, including, but not limited to, the plans, and specifications, soils testing reports of subsurface conditions, and submittals, and has found them in all respects to be complete, accurate, adequate, consistent, coordinated and sufficient for construction.

ARTICLE VIII

CONTRACT ADMINISTRATION

8.1 THE ARCHITECT

- 8.1.1 The Architect for this project is **KPS Group, Inc.** in the event the Owner should find it necessary or convenient to replace the Architect, the Owner shall retain a replacement Architect and the status role of the replacement Architect shall be that of the former Architect.

8.2 ARCHITECT'S ADMINISTRATION

- 8.2.1 The Architect, unless otherwise directed by the Owner in writing, will perform those duties and discharge those responsibilities allocated to the Architect as set forth in this Contract. The Architect shall be the Owner's agent from the effective date of this Contract until final payment has been made. The Architect shall be authorized to act on behalf of the Owner only to the extent provided in this Contract.
- 8.2.2 Unless otherwise directed by the Owner in writing, the Owner and the Contractor shall communicate with each other in the first instance through the Architect.
- 8.2.3 The Architect shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Architect shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.
- 8.2.4 The Architect will review the Contractor's Applications for Payment and will certify to the Owner for payment to the Contractor, those amounts then due the Contractor as provided in this Contract.
- 8.2.5 The Architect shall have authority to reject Work which is defective or does not conform to the requirements of this Contract. If the Architect deems it necessary or advisable, the Architect shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements.
- 8.2.6 The Architect will review and approve, or take other appropriate action as necessary, concerning the Contractor's submittals including Shop Drawings, Product Data and Samples. Such review, approval or other action shall be for the purpose of determining conformance with the design and Contract Documents.
- 8.2.7 The Architect will prepare Change Orders and may authorize minor changes in the Work by Field Order as provided elsewhere herein.
- 8.2.8 The Architect shall, upon written request from the Contractor, conduct inspections to determine the date of Substantial Completion and the date of final completion, will receive and forward to the Owner for the Owner's review and records, written warranties and related documents required by this Contract and will issue a final Certificate for Payment upon compliance with the requirements of this contract.

- 8.2.9 The duties, obligations and responsibilities of the Contractor under this Contract shall in no manner whatsoever be changed, altered, discharged, released, or satisfied by any duty, obligation or responsibility of the Architect. The Contractor is not a third-party beneficiary of any contract by and between the Owner and the Architect. It is expressly acknowledged and agreed that the duties of the Contractor to the Owner are independent of, and are not diminished by, any duties of the Architect to the Owner.

8.3. CLAIMS BY THE CONTRACTOR

- 8.3.1 All Contractor claims shall be initiated by written notice and claim to the Owner and the Architect. Such written notice and claim must be received by the Owner and Architect within seven (7) calendar days after occurrence of the event, or the first appearance of the condition, giving rise to the claim and shall set forth in detail all known facts and circumstances supporting the claim. As defined in Article 7.1, the Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without required pre-construction conferences, adequate Contract Documents, Contractor performed Interference Drawings, as defined in the Specifications, or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. The Contractor shall provide to the Owner and Architect written notice of any error, omission, inconsistency, or ambiguity in the Contract Documents at least twenty-one (21) days prior to the scheduled date for performance of the affected portion of the Work. Failure to provide such written notice to the Owner and Architect in accordance with this paragraph shall result in the Contractor waiving any resulting claim for time delay or any other consequential damages. Upon written notice of said error, omission, inconsistency, or ambiguity in the Contract Documents the Owner will have 21 days to remedy same before starting to count days of delay to the Contractor. If the Contractor performs any of the Work which involves such an error, omission, inconsistency or ambiguity in the Contract Documents without such written notice to the Owner and Architect, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.
- 8.3.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract and the Owner shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any claim under this Paragraph 8.3 shall be reflected by a Change Order executed by the Owner, the Architect and the Contractor.
- 8.3.3 **CLAIMS FOR CONCEALED AND UNKNOWN CONDITIONS** - Should concealed and unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure being at variance with the conditions indicated by this Contract, or (c) should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in this Contract, be encountered, the Contract Price shall be equitably adjusted either upward or downward by Change Order. As a condition precedent to the Owner having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the Owner and the Architect written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.
- 8.3.4 **CLAIMS FOR ADDITIONAL COSTS** - If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the Owner therefor, the Contractor shall strictly comply with the requirements of 8.3.3

above. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

8.3.4.1 In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, any liability of the Owner for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor. The Owner shall not be liable to the Contractor for claims of third parties, including Subcontractors, suppliers, material men or laborers, unless and until liability of the Contractor has been established therefor in a court of competent jurisdiction.

8.3.5 **CLAIMS FOR ADDITIONAL TIME** - If the Contractor is delayed in performing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the Owner or someone acting in the Owner's behalf, or by changes ordered in the Work as authorized by the Owner, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipatable, fire or other Acts of God, then the date for achieving Substantial Completion of the Work or as applicable final completion, shall be extended upon the written notice and claim of the Contractor to the Owner and the Architect, for such reasonable time as the Architect may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this Subparagraph, any claim for an extension of time shall be waived. A task is critical within the meaning of this paragraph 8.3.5 if, and only if, said task is on the critical path of the Project Schedule so that a delay in performing such task will delay the ultimate completion of the project. As defined in Article 7.1, The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without required pre-construction conferences, adequate Contract Documents, Contractor performed Interference Drawings, as defined in the Specifications, or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. The Contractor shall provide to the Owner and Architect written notice of any error, omission, inconsistency, or ambiguity in the Contract Documents at least twenty-one (21) days prior to the scheduled date for performance of the affected portion of the Work. Failure to provide such written notice to the Owner and Architect in accordance with this paragraph shall result in the Contractor waiving any resulting claim for time delay or any other consequential damages. Upon written notice of said error, omission, inconsistency, or ambiguity in the Contract Documents the Owner will have 21 days to remedy same before starting to count days of delay to the Contractor. If the Contractor performs any of the Work which involves such an error, omission, inconsistency or ambiguity in the Contract Documents without such written notice to the Owner and Architect, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

8.4 FIELD ORDERS

8.4.1 The Architect shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and not inconsistent with the intent of the Contract. Such changes shall be effected by field order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.

ARTICLE IX SUBCONTRACTORS

9.1 DEFINITION

- 9.1.1 A Subcontractor is an entity, which has a direct contract with the Contractor to perform a portion of the Work.
- 9.1.2 A sub-subcontractor is an entity which has a direct or indirect contract with a subcontractor to perform a portion of the work.

9.2 AWARD OF SUBCONTRACTS

- 9.2.1 Upon execution of the Contract, the Contractor shall furnish the Owner and the Architect, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Project. The Owner shall promptly reply to the Contractor, in writing, stating any objections the Owner may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the Owner has made timely objection. The Contractor shall not be required to Subcontract with any party to whom the Contractor has objection.
- 9.2.2 All subcontracts shall afford the Contractor rights against the Subcontractor which correspond to those rights afforded to the Owner against the Contractor herein, including those rights afforded to the Owner against the Contractor herein including those rights of contract termination as set forth by paragraph 12.2 below.

9.3 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

- 9.3.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided elsewhere in the Contract Documents.
- 9.3.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.
- 9.3.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule and Contract Price deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contract, separate contractors and the Owner until subsequently revised.
- 9.3.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the

Owner shall be deemed to be subject to the same obligations and to have the same rights which apply to the Contractor under the Conditions of the Contract.

9.4 MUTUAL RESPONSIBILITY

- 9.4.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.
- 9.4.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with the portion of the Work, promptly report to the Architect and the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.
- 9.4.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.
- 9.4.4 The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors.

ARTICLE X CHANGES IN THE WORK

10.1 CHANGES PERMITTED

- 10.1.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Field Order.
- 10.1.2 Changes in the Work shall be performed in strict accordance with applicable provisions of this Contract and the Contractor shall proceed promptly with such changes.

10.2 CHANGE ORDERS

- 10.2.1 Change Order shall mean a written order to the Contractor executed by the Owner and the Architect, issued after execution of this Contract, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time for Performance, or any combination thereof. The Contract Price and the Contract Time may be changed only by Change Order or other mutually agreed upon Contract modification.
- 10.2.2 Change orders shall be allowed only under the following conditions; 1) Minor changes for a total monetary amount less than that required by State law for competitive bidding (\$15,000); or 2) Changes for matters incidental to the original contract necessitated by unforeseeable circumstances, including but not limited to, errors or omissions in the Contract documents requiring immediate action to forestall secondary damages; or 3) Changes due to emergencies; 4) Changes provided for in the original bidding and original Contract Documents as alternates.

- 10.2.3 The Contractor or successful bidder is expected to complete the project as bid and specified within the financial parameters stated therein. However, if it shall be determined that a change order is needed in any given case during the performance of a contract, the contractor shall promptly submit to the Architect a completed "Contract Modification Request" (Exhibit A) specifying the change(s) with justification. The Architect shall approve, modify or reject all contract modifications requests within five (5) working days and forward to the Owner, with a Contract Modification Request completed, as necessary, by the Architect, and attached to the Contract Modification Request.
- 10.2.4 In the event the change order requested by the Contract involves, 1) an increase in the contract sum or construction bid price, 2) an extension of the contract time, or 3) material change the contractor's scope of work or services, the Owner, shall determine whether this is a change order which can be allowed and, if so, what exception it would fall under. The representative of the Owner shall then document the same by completing a City of Huntsville Resolution Authorizing Change Order" (Exhibit C), attach the same to the "Change Order Request" and "City of Huntsville contract Change Order" and submit to the City Council at its next regularly scheduled Council meeting for approval. The contractor shall not perform any such change until receipt of "City of Huntsville Contract Change Order" (Exhibit B), signed by the Mayor and President of the City Council.
- 10.2.5 The Owner reserves the right to institute Change Orders as pursuant to the aforesaid terms and conditions.
- 10.2.6 In no event is a Change Order to be performed prior to approval thereof by Owner, except for emergencies.
- 10.2.7 No Change Order shall cause the total amount of Change Orders applicable to this contract to exceed 10% of the original, total Contract Price as stated in 4.1.1.
- 10.2.8 Change Orders increasing the Contract Price by in excess of \$5,000, the following allowance for overhead and profit shall be utilized :
1. For the Contractor or Subcontractor , for Work performed by the Contractor's own forces, 10% of the cost.
 2. For the Contractor, Subcontractor or sub-Subcontractor for Work performed by others, 5% of the amount due the subcontractor performing the Work.
 3. For each Subcontractor or sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, 10 % of the cost.
 4. For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, 5 % of the amount due the Sub-subcontractor.

For Change Orders increasing the Contract Price by less than \$5,000 or less, increase the above allowances from 5% to 10% and 10% to 15%. There shall be no additional costs included in Change Orders for any field office personnel time related to estimating or layout required by a Change Order or for field superintendent or field office operational costs provided the changes are performed during the orderly sequencing of the work and not requiring a time extension or special crews.

- 10.2.9 Change Orders decreasing the Contract Price shall contain an allowance for overhead and profit which is 50% of the mark-up percentages for increases established in paragraph 10.2.8.

10.2.10 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or to the Contractor, the applicable unit prices shall be equitably adjusted.

10.2.11 Any change in the Contract Price resulting from a Change Order shall be determined as follows:

- (1) by mutual agreement between the Owner and the Contractor as evidenced by
 - (a) the change in the Contract Price being set forth in the Change Order,
 - (b) such change in the Contract Price, together with any conditions or requirements relating thereto, being initialed by both parties and
 - (c) the Contractor's execution of the Change Order; or,
- (2) if no mutual agreement occurs between the Owner and Contractor, the change in the Contract Price, if any, shall be derived by determining the reasonable actual costs incurred or savings achieved, resulting from revisions in the work. Such reasonable actual costs or savings shall include a component for direct jobsite overhead and profit but shall not include home-office overhead or other indirect costs or components. Any such costs or savings shall be documented in the format, and with such content and detail as the Owner or the Architect requires.

10.3 MINOR CHANGES

10.3.1 The Architect shall have authority to order minor changes in the Work not involving a change in the Contract Price or an extension of the Contract Time and not inconsistent with the intent of this Contract. Such minor changes shall be made by written Field Order, and shall be binding upon the Owner and the Contractor. The Contractor shall promptly carry out such written Field Orders.

10.4 EFFECT OF EXECUTED CHANGE ORDER

10.4.1 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

10.5 NOTICE TO SURETY; CONSENT

10.5.1 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval are required by the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the Owner that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

**ARTICLE XI
DISCOVERING AND CORRECTING
DEFECTIVE OR INCOMPLETE WORK**

11.1 DISCOVERING WORK

- 11.1.1 If any of the Work is covered, concealed or obscured contrary to the Architect's request or to any provisions of this Contract, it shall, if required by the Architect or the Owner, be uncovered for the Architect's inspection and shall be properly replaced or reworked at the Contractor's expense without change in the Contract Time.
- 11.1.2 If any of the Work is covered, concealed or obscured in a manner not covered by Subparagraph 11.1.1 above, it shall, if required by the Architect or Owner, be uncovered for the Architect's inspection. If such Work conforms strictly with this Contract, costs of uncovering and proper replacement shall by Change Order be charged to the Owner. If such Work does not strictly conform with this Contract, the Contractor shall pay the costs of uncovering and proper replacement.

11.2 CORRECTING WORK

- 11.2.1 The Contractor shall, at no cost in time or money to the Owner immediately proceed to correct Work rejected by the Owner or Architect as defective or failing to conform to this Contract. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the Owner for the Architect's services and expenses made necessary thereby.
- 11.2.2 If within one (1) year after Substantial Completion of the Work any of the Work is found to be defective or not in accordance with this Contract, the Contractor shall correct it promptly upon receipt of written notice from the Owner. This obligation shall survive final payment by the Owner and termination of this Contract. With respect to Work first performed and completed after Substantial Completion, this one year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and Completion of the subject Work.
- 11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations which the Contractor has under this Contract. Establishment of the one year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct the Work.

11.3 OWNER MAY ACCEPT DEFECTIVE OR NONCONFORMING WORK

- 11.3.1 If the Owner chooses to accept defective or nonconforming Work, the Owner may do so. In such event, the Contract Price shall be reduced by the greater of (a) the reasonable cost of renovating and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project as constructed and the fair market value of the project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for its acceptance of defective or nonconforming Work, the Contractor shall, upon written demand from the Owner, pay the Owner such remaining compensation for accepting defective or nonconforming Work.

**ARTICLE XII
CONTRACT TERMINATION**

12.1 TERMINATION BY THE CONTRACTOR

- 12.1.1 If the Work is stopped for a period of ninety (90) days by an order of any court or other public authority, or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days' written notice to the Owner and the Architect, terminate performance under this Contract and recover from the Owner payment for the actual reasonable expenditures of the Contractor (as limited by Article X above) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.
- 12.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of thirty (30) days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the Architect and the Owner. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

12.2 TERMINATION BY THE OWNER

12.2.1 FOR CONVENIENCE

- 12.2.1.1 The Owner may for any reason whatsoever terminate performance under this Contract, in whole or in part, by the Contractor for convenience. The Owner shall give written notice of such termination to the Contractor specifying when termination becomes effective.
- 12.2.1.2 After receipt of notice of the termination for convenience for the terminated Work, the Contractor shall not enter into any new subcontracts, shall not purchase any additional supplies, equipment or materials for the Work, and shall make every effort to mitigate the costs of termination. The Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or Subcontracts to the Owner or its designee. The Owner may direct the Contractor to take steps to preserve the Work in place at the time of the Termination.
- 12.2.1.3 The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.
- 12.2.1.4 (a) The Contractor shall submit a termination claim to the Owner and the Architect specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Architect. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the owner shall pay the Contractor, an amount derived in accordance with subparagraph (c) below.
- (b) The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.

(c) Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts:

- (i) Contract prices for labor, materials, equipment and other services accepted under this Contract.
- (ii) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;
- (iii) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The Total sum to be paid the Contractor under this Subparagraph 12.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

12.2.1.5 The Owner specifically reserves the right to convert a termination for convenience into a termination for cause within one (1) year after the effective date of the termination for convenience, in the event that the Owner becomes aware of circumstances or conditions with regards to the Work that would have warranted the Owner terminating for default, had those circumstances or conditions been properly known by the Owner, at the time of the termination for convenience. The Owner may, upon written notice to the Contractor of its intention to convert the termination for convenience to a termination for cause, initiate the termination for cause procedures at that time, as set forth in the Performance Bond, and the termination for convenience shall then be converted to a termination for cause.

12.2.2 FOR CAUSE

12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Contract, then the Owner may by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled or receive any further payment until the Work is finished.

12.2.2.2 If the unpaid balance of the Contract Price exceeds the cost of finishing the work, including compensation for the Owner's and the Architect's additional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive the termination of the Contract.

- 12.2.2.3 In the event the employment of the Contractor is terminated by the Owner for cause pursuant to Subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

ARTICLE XIII INSURANCE

13.1 INSURANCE

The Contractor shall carry insurance of the following kinds and amounts in addition to any other forms of insurance or bonds required under the terms of the contract specifications. The Contractor shall procure and maintain for the duration of the job until final acceptance by the Owner, or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE OF INSURANCE:

1. Commercial General Liability

Products and Completed Operations
Contractual Liability
Personal Injury and Advertising Injury
Explosion, Collapse and Underground Hazards (X.C. and U)
Broad Form Property Damage Liability
Severability of Interests
Waiver of Subrogation
Per Project Aggregate Limits

2. Professional Liability:

Only applies to contracts or subcontracts, consultants, that are architects, engineers, land surveyors or consulting firms

Insurance may be written on a "claims-made" basis, providing coverage for negligent acts, error or omission in the performance of professional services. Coverage will be maintained for three years after completion of the professional services and Certificates of Insurance will be submitted to the City within reasonable economic terms. Such coverage shall be carried on a continuous basis including prior acts coverage to cover the subject project. The professional liability insurance shall contain contractual liability coverage.

3. Railroad's Protective Bodily Injury Liability and Property Damage Liability Insurance:

In any case where contract involves work within fifty (50) feet of a railroad right-of-way, the contractor shall carry insurance for himself and insurance in the name of the Railroad Company in the amounts and under the terms specified in the special provisions for each contract.

4. Automobile Liability:

Business Automobile Liability providing coverage for all owned, hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms. Waiver of subrogation to be included.

5. 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. Waiver of subrogation shall be included.

6. Employers Liability Insurance:

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

7. Owner's, Contractors Protective Liability:

Insurance naming the City of Huntsville, Alabama as the Named Insured.

8. Property Insurance:

Builders Risk Coverage, Special Form (including earthquake, sinkhole, and flood unless waived by the City of Huntsville) with a limit of no less than 100% of the completed value. The City of Huntsville and the Contractor should be the Named Insured as their interests may appear in improvements, repairs, and additions. The coverage should extend to all materials relative to the Work wherever located and in transit. The deductible shall not exceed \$10,000 per occurrence and shall be borne by the contractor. Higher deductibles for earthquake, sinkhole, and flood may be approved by the City of Huntsville on a case by case basis.

9. Umbrella (Excess) Liability Insurance:

B. MINIMUM LIMITS OF INSURANCE:

1. General Liability:

Commercial General Liability on an "occurrence form" for bodily injury and property damage:

\$2,000,000 General Aggregate Limit
\$2,000,000 Products - Completed Operations Aggregate
\$2,000,000 Personal & Advertising Injury
\$2,000,000 Each Occurrence

2. Professional Liability:

Insurance may be made on a "claims-made" basis:

\$500,000 Per Claim – Land Surveyors
\$1,000,000 Per Claim – Other Professionals

3. Railroads Protective:

\$500,000

4. Automobile Liability:

\$1,000,000 Combined Single Limit per accident for bodily injury and property damage.

5. Workers' Compensation:

As Required by the State of Alabama Statute

6. Employers Liability:

\$100,000 Bodily Injury
\$500,000 Policy Limit by Disease

7. Owner's, Contractors, Protective:

\$1,000,000 Per Occurrence
\$1,000,000 Aggregate

8. Property Insurance:

Limit equal to the completed value of the construction or renovation.

9. Umbrella (Excess) Liability Insurance:

- a. For projects or contract values in excess of \$5,000,000, Umbrella or Excess Liability Insurance is required in an amount of \$5,000,000 per occurrence and \$5,000,000 aggregate.
- b. For projects with contract value in excess of \$10,000,000 Umbrella or Excess Liability insurance is required in an amount of \$10,000,000 per occurrence and \$10,000,000 aggregate.

C. OTHER INSURANCE PROVISIONS:

The Owner is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the Owner's best interest. If the insurance requirements are not adjusted by the Owner prior to the Owner's release of specifications with regard to the project in question, then the minimum limits shall apply.

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages Only:

- a. The Owner, its agents and their officers, employees, representatives and specified volunteers are to be covered as Additional Insured's, as their interests may appear, as respects: liability arising out of activities performed by or on behalf of the contractor and sub-contractor, if any, 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 agents and their officers, employees, representatives or specified volunteers. Waiver of subrogation shall be included.

- b. The Contractor's insurance coverage shall be primary insurance as respects the Owner, its agents and their officers, employees, representatives, and specified volunteers, as their interests may appear. Any insurance or self-insurance maintained by the Owner, its agents and their officers, officials, employees, representatives 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) days' 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 qualified to do business in the State of Alabama with an A. M. Best's rating of no less than A- V.

E. VERIFICATION OF COVERAGE:

The Owner and the City of Huntsville shall be indicated as a Certificate Holder and the Contractor shall furnish the Owner and the City of Huntsville with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the Owner before work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time.

F. SUBCONTRACTORS WORKING FOR THE GENERAL CONTRACTOR, OR ARCHITECTS, ENGINEERS, LAND SURVEYORS OR CONSULTING FIRMS WORKING FOR THE ENGINEER OF RECORD:

The Contractor shall specifically include all subcontractors as insured's under its policies or shall furnish separate certificates and/or endorsements for each subcontractor. The Contractor shall include all architects, engineers, land surveyors or consulting firms working for him as insured under its policies other than professional liability, or shall furnish separate certificates and/or endorsements for each architect, engineer, land surveyor or consulting firm. Subcontractors working for the contractor or architects, engineers, land surveyors or consulting firms working for the Contractor shall be required to carry insurance.

G. HOLD HARMLESS AGREEMENT:

1. Other Than Professional Liability Exposures:

The Contractor, architect, engineer, land surveyor or consulting firm, to the fullest extent permitted by law, shall indemnify, hold harmless, and defend the City of Huntsville, its elected and appointed officials, employees, agents and specified volunteers against all claims, costs, damages, losses and expenses, including but not limited to, attorney's fees, caused by, arising

out of or resulting from or in connection with the performance of the work, provided that any such claim, costs, damage, loss of expense (1) is attributable to personal injury, including bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from and (2) is caused by, in whole or in part, any active or passive negligent act or omission of the contractor, architect, engineer, land surveyor or consulting firm, or any of their subcontractors, sub consultants, or anyone directly or indirectly employed by any of them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

2. Professional Liability:

The Contractor agrees that as respects to negligent acts, errors or omissions in the performance of professional services, to indemnify and hold harmless the Owner, its agents and their officers, representatives, employees, and specified volunteers from and against any and all claims, demands, losses and expenses including, but not limited to attorney's fees, liability, or consequential damages of any kind or nature resulting from any such negligent acts, errors, or omissions of the Contractor or any sub-consultants directly or indirectly employed by them or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable.

3. Indemnity:

In claims against any person or entity indemnified under this Paragraph by an employee of the Contractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE XIV MISCELLANEOUS

14.1 GOVERNING LAW

14.1.1 The Contract shall be governed by the law of the place where the Project is located.

14.2 SUCCESSORS AND ASSIGNS

14.2.1 The Owner and Contractor bind themselves, their successors and assigns to the other party hereto and to successors and assigns of such other party in respect to covenants, agreements, and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the Owner. In no event shall a contract be assigned to an unsuccessful bidder whose bid was rejected because he or she was not a responsible or responsive bidder.

14.3 WRITTEN NOTICE

14.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

14.4. RIGHTS AND REMEDIES

- 14.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.
- 14.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

14.5. TESTS AND INSPECTIONS

- 14.5.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall coordinate for such tests, inspections and approvals with an independent testing laboratory or entity as contracted by the Owner or with the appropriate public authority. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so the Architect may observe such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded. The Owner will pay for the testing of concrete, soil, mechanical, air and hydronic test and balance. The Owner will test structural steel, frame welding bolted connections, and paint priming of all steel at the Owner's expense. All these tests by the Owner will be to the extent as required by the Contract Documents. The Contractor shall bear all related costs of all other testing, inspections and approval as required by the Contract Documents.
- 14.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Subparagraph 14.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice within twenty-four (24) hours to the Architect and to the Owner of when and where tests and inspections are to be made so the Architect may observe such procedures.
- 14.5.3 If such procedures for testing, inspection or approval under Subparagraphs 14.5.1 and 14.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs made necessary by such failure including those of repeated procedures and compensation for the Architects, services and expenses.
- 14.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect and to the Owner.
- 14.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.
- 14.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

14.6 EQUAL OPPORTUNITY

14.6.1 The Contractor shall maintain policies of employment as follows:

14.6.1.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

14.6.1.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin

14.7 SURETY BONDS

14.7.1 The Contractor shall furnish separate performance and payment bonds on the Owner. Each bond shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in forms suitable to the Owner, in conformance with all the requirements of the Code of Alabama (1975), §39, and shall be executed by a surety, or sureties, reasonably suitable to the Owner.

14.8 PROJECT RECORDS

All documents relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the Contractor, or any subcontractor of the Contractor, shall be made available to the Owner or the Architect for inspection and copying upon written request by the Owner. Furthermore, said documents shall be made available, upon request by the Owner, to any state, federal or other regulatory authority and any such other authority may review, inspect and copy such records. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design, and its construction. Said records expressly include those documents reflecting the cost of construction to the Contractor. Records relating to costs associated with Contract Modification Requests (Change Orders) shall be compiled and maintained on the basis of each request for a change or modification to the contract. These records shall be compiled so as to substantiate all costs and issues associated with each separate change or modification. The Contractor shall maintain and protect these documents for no less than four (4) years after final completion of the Project, or for any longer period of time as may be required by law or good construction practice.

14.9 ENTIRE AGREEMENT

- 14.9.1 This Agreement represents the entire agreement between the Owner and the Contractor and supersedes all prior communications, negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both Owner and Contractor.

14.10 DOMESTIC PREFERENCES

- 14.10.1 In the performance of this contract, the contractor shall comply with Ala. Code (1975) §§ 39-3-1 through 39-3-5 in supplying steel, materials, supplies, other products, and labor. Failure to comply with these requirements shall subject the contractor to the penalties set forth in the sections of the Alabama Code set forth above.

14.11 DISPOSAL OF CONSTRUCTION DEBRIS AND WASTE

- 14.11.1 The Contractor shall dispose of all non-hazardous construction debris and waste at Solid Waste Disposal Authority of the City of Huntsville, Alabama. Any construction waste and debris not permitted to be disposed at the Solid Waste Disposal Authority shall be disposed at an alternate location selected by the Contractor.

14.12 SURVIVABILITY OF CONTRACT PROVISIONS

- 14.12.1 Termination of this Contract by either party shall not affect the rights and obligations of the parties that accrued prior to the effective date of the termination. Terms and conditions of the contract that survive termination include, but are not necessarily limited to, provisions regarding payments, insurance, termination, warranty, governing law of the contract, liquidated damages, bonding requirements, notice procedures, waiver, and other requirements necessary and appropriate for the proper resolution of disputes, claims and enforcement of the rights of the parties.

14.13 CONTRACTOR'S E-VERIFY CLAUSE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as “ the Alabama Immigration Act”) as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2). Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract: “By signing this contract the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this

provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

14.14 **CERTIFICATE OF COMPLIANCE WITH ACT 2016-312 (Ala.Code (1975) Section 41-16-5 (b))**

I, the undersigned, certify to the State of Alabama as follows:

a. I am authorized to provide representations set out in this Certificate as the official and binding act of the Contractor, and have knowledge of Alabama’s Act 2016-312. b. In compliance with Act 2016-312, the Contractor is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

*Signature: _____

*Name of Certifying Official (print): _____

*Title: _____

Date of Certification: _____

The above Certification was signed in my presence by the person whose name appears above on this ____ day of _____, 20 ____.

Signature of Witness

Printed Name of Witness

CONTRACTOR

OWNER

SEAL

SEAL

Gregg Bragg

By:

Tommy Battle

By:

(SIGNATURE)

**Greg Bragg
Consolidated Construction Co.
908 North Mem Parkway; Suite 2A
Huntsville, AL 35801**

(SIGNATURE)

**Tommy Battle, Mayor
City of Huntsville
308 Fountain Circle
Huntsville, AL 35801**

(DATE OF EXECUTION)

(DATE OF EXECUTION)

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

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Tommy Battle whose name as Mayor of The City of Huntsville, are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in his official capacity, executed the same with full authority for and as the act of said city on the day the same bears day.

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

Notary Public
My Commission Expires:

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that **Gregg Bragg**, whose names as of **Consolidated Construction Company**, an Alabama corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, in their capacity as such officers, executed the same with full authority for and as the act of said corporation on the day the same bears day.

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

Notary Public
My Commission Expires:

"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: _____ CMR NUMBER: _____
PROJECT: _____
OWNER: _____
ARCHITECT: _____
CONTRACTOR: _____
DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): _____

2. TIME EXTENSION IN CALENDAR DAYS (ATTACH JUSTIFICATION): _____

THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT

3. SUBMITTED BY:

A. CONTRACTOR _____

B. ARCHITECT _____

BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE

4. INITIATED BY: _____

5. OWNER'S CLASSIFICATION:

CONTRACT MODIFICATION DUE TO:

_____ VALUE ENGINEERING OR COST REDUCTION

_____ CHANGES IN PROJECT SCOPE OF WORK

_____ OWNER REQUESTED UPGRADE

_____ UNFORESEEN CONDITIONS

_____ TECHNICAL COORDINATION

6. THIS CHANGE IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS ONE OF THE FOLLOWING TYPES:

_____ MINOR CHANGE OF A MONETARY VALUE AND NOT REQUIRED FOR COMPETITIVE BIDDING.

_____ CHANGES TO THE ORIGINAL CONTRACT NECESSITATED BY UNFORESEEABLE

_____ CIRCUMSTANCES ARISING DURING THE COURSE OF THE WORK.

_____ EMERGENCIES ARISING DURING THE COURSE OF THE WORK.

_____ CHANGE FOR ALTERNATES PROVIDED FOR IN THE ORIGINAL BIDDING WHERE THERE IS NO DIFFERENCE IN PRICE OF THE CHANGE FROM THE ORIGINAL BEST BID ON THE ALTERNATE.

_____ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND DOES NOT EXCEED 10% OF THE CONTRACT PRICE.

_____ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND EXCEEDS 10% OF THE CONTRACT PRICE AND CONSTITUTES EXTRAORDINARY CIRCUMSTANCES.

7. I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:

A. CoH ESTIMATOR _____

B. CoH PROJECT MANAGER _____

C. DEPARTMENT HEAD (CUSTOMER) _____

D. CoH FACILITIES PROJ MANAGER _____

E. DEPARTMENT HEAD (GS) _____

THIS EXECUTED FORM DOES NOT CONSTITUTE A CHANGE ORDER. THIS DOCUMENT IS AN ACKNOWLEDGEMENT BY THESE DESIGNATED REPRESENTATIVES THAT THEY RECOMMEND TO THE CITY OF HUNTSVILLE'S CITY COUNCIL TO APPROVE THE CHANGE IN CONTRACT SUM, SCOPE AND OR TIME STATED HEREIN. THE CITY OF HUNTSVILLE'S CITY COUNCIL MUST APPROVE ALL CHANGE ORDERS.

00270-39

REVISED 11-3-2015 LEGAL APPVD

“EXHIBIT B”

CITY OF HUNTSVILLE, ALABAMA

CONTRACT CHANGE ORDER

CHANGE ORDER NO.

DATE: _____
TO: _____

PROJECT: _____

(Contractor)

TERMS: You are hereby authorized, subject to the provisions of your contract for this project, to make the following changes thereto in accordance with the attached Change Order Request and supporting documents and to

FURNISH the necessary labor, materials and equipment to _____
(Description of work to be done or changes to be made)

TOTAL ADDITION OR DEDUCTION TO CONTRACT PRICE (NOTE: Numbers in parentheses are deductions).

For this Change \$	_____	\$
ORIGINAL CONTRACT PRICE		\$
Net total previous Change Orders		\$
Previous revised Contract Price		\$
This Change Order No. _____ ADD (DEDUCT)		\$ _____
Revised Contract Price this date		\$

Extension of time resulting from this Change Order _____ (Indicate no. of calendar days).

The amount of this Change Order will be the responsibility of _____.

This contract modification constitutes full and mutual accord and satisfaction for all time and all cost related to this change. By acceptance of this Contract Modification, the Contractor hereby agrees that the modification represents an equitable adjustment to the Contract, and further, agrees to waive all right to file any father claims or changes arising out of or as a result of this change, or the accumulation of executed Contract Modifications on this Contract.

The Contractor and Owner(s) hereby agree to the terms of this Change Order as contained herein.

CONSENT OF SURETY

CONTRACTING PARTIES

(Company)

(Contractor)

By _____
(Authorized Representative)

By _____
(Authorized Representative)

RECOMMENDED

CITY OF HUNTSVILLE, ALABAMA

By _____
(Design Engineer or Architect)

By _____
(Its Mayor)

By _____
(COH Facilities Project Manager)

By _____
(President of City Council)

By _____
(Director of General Services)

Date _____

"Exhibit C"

RESOLUTION NO. 2022-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an agreement by and between the City of Huntsville and _____, in the amount of _____ Huntsville, Alabama on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to the certain document attached hereto and identified as "Fixed Price Agreement between City of Huntsville and _____" consisting of forty (40) pages, together with the signature of the City Council President and an executed copy of said document being permanently kept on file in the Office of the City Clerk Treasurer of the City of Huntsville, Alabama

ADOPTED this the _____ day of _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

Mayor of the City of Huntsville,
Alabama

EXHIBIT D
PARTIAL RELEASE AND WAIVER OF LIENS
FOR CONSTRUCTION OF
FOR
THE CITY OF HUNTSVILLE,
HUNTSVILLE, ALABAMA

On this the ____ day of ____, 2022, the undersigned acknowledges that payment has been received from The City of Huntsville, either directly or through its General Contractor, _____, in the amount of _____, through Pay Request No. _____ (previous pay request), excluding retainage, as payment for all work, labor, services, equipment, skill and materials furnished, delivered, and performed by the undersigned for the general contractor for The City of Huntsville, Alabama or anyone in the construction of the _____. This partial release and waiver of liens covers all progress payments received by the undersigned for work, labor, services, equipment, skill and material furnished through the date of _____, other than as specifically described below, toward the construction of the located at the, Huntsville, Alabama, hereinafter referred to as the "Premises".

The undersigned, in consideration for the payments as stated above and acknowledged hereto, affirms that all work, labor, services, equipment, skill or materials furnished, delivered or performed to or for the construction and Premises were furnished by the undersigned or its laborers, vendors, subcontractors, material men, servants, agents, employees, and suppliers and that such laborers, vendors, subcontractors, material men, servants, agents, employees, and suppliers have been paid in accordance with their contracts, or subcontracts with the undersigned, and the undersigned will defend and indemnify _____, the General Contractor, The City of Huntsville, Alabama, above described Premises, and any money or funds in the hands of The City of Huntsville, Alabama, against all mechanics liens or rights against the construction and premises.

For the above stated value received, the undersigned does hereby specifically waive, quitclaim, and release all rights, liens, or claims which the undersigned may now or afterward have or assert for all and any work, labor, services equipment, skill or materials furnished, delivered or performed for the construction and premises, damages, compensation, or extension of time due to delay, hindrance, interference, acceleration, inefficiencies or extra work, or any other claim of any kind it may have against the general contractor, The City of Huntsville, Alabama, or any money or funds in the control of The City of Huntsville, Alabama or any trustee of any such money or funds, or against the improvement, or against all that land, and the buildings on and appurtenances to it located at the, Huntsville, Alabama, or against any officers, agents, employees, independent contractors of The City of Huntsville, Alabama, or any other person or entity having a legal or equitable interest in the Project, arising out of or relating to any act, omission, circumstance or occurrence existing or occurring prior to the date of this Partial Release and Waiver of Liens, excepting only the following (claims not listed separately and specifically described are expressly and irrevocably waived and released)(if an attachment is used please note how many pages):

In witness hereof, the undersigned has caused this document to be signed and duly attested thereto on this the _____ day of _____, 2022.

Witness

By:_____

00270-44
REVISED 11-3-2015 LEGAL APPVD

RESOLUTION NO. 2022-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into a Fixed Price Agreement by and between the City of Huntsville and Consolidated Construction Company for Construction Services for the Sandra Moon Community Center Phase 2, Huntsville, Alabama in the base bid amount of Four Million Three Hundred Seventy Three Thousand Dollars and 00/100s (\$4,373,000.00)

UNIT PRICE #1 - Floor Leveling & Patching Material	\$ 275.00/CF
UNIT PRICE #2 - Additional light Structural Steel	\$ 5,000.00/TN
UNIT PRICE #3 - Replacement of existing 110V	\$ 30.00/EA
UNIT PRICE #4 - Replacement of existing 227V	\$ 30.00/EA
UNIT PRICE #5 - Replacement damaged metal deck	\$ 25.00/SF
UNIT PRICE #6 - Concrete Slab Trenching	\$ 100.00/LF

on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to the certain document attached hereto and identified as “Standard Agreement between the City of Huntsville and Consolidated Construction Company consisting of forty-four 44 pages, together with the signature of the City Council President and an executed copy of said document being permanently kept on file in the Office of the City Clerk Treasurer of the City of Huntsville, Alabama.

ADOPTED this the _____ day of _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

Mayor of the City of Huntsville, Alabama



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/10/2022

File ID: 2022-0120

Department: City Council

Subject:

Type of Action: Approval/Action

Resolution assigning members of the Burritt Memorial Committee to numbered places.

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Obligation Amount: \$

Total Obligation: \$

Special Circumstances:

Grant Funded: \$

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

RESOLUTION NO. 22-

WHEREAS, the Burritt Memorial Committee was formed by Ordinance 55-104 on October 27, 1955; and

WHEREAS, Ordinance 22-72 was adopted by the Huntsville City Council on February 10, 2022 amending Section 2-1422 Membership of Article VIII in Division 7 of the Code of Ordinances of the City of Huntsville adding numbered Places to the seventeen (17) members of the committee; and

WHEREAS, the City Council, for purposes of aligning term expiration dates for ease of reappointments, wishes to adjust expiration dates of members of the Board whose dates were misaligned; and

WHEREAS, the current positions and expiration date of terms held by those appointed by the Huntsville City Council on the Burritt Memorial Committee, are as follows:

Richard Hempstead	October 1, 2022
John Eagan	October 1, 2022
Ann Kvach	October 1, 2022
Nicole Schroer	October 1, 2022
Tammie Terry	October 1, 2022
Kelly Flowers	October 1, 2022
Jason Thomas	October 1, 2023
Bart Bankowski	October 1, 2024
Paula Cushman	October 1, 2022
Cindy Griner	October 1, 2022
Dawn Pumpelly	October 1, 2022
Robert Lockwood	October 1, 2024
Richelle Jordan-Davis	October 1, 2024
Camillia King-Stanley	October 1, 2024
Mary Kathryn Treusdell	October 1, 2024
Lindsey Perry	October 1, 2022
Charles S. Below	October 1, 2022

NOW, THEREFORE, BE IT RESOLVED that Place Numbers and expiration dates of the terms are assigned to the Board positions appointed by the Huntsville City Council as follows:

Place 1	Richard Hempstead	October 1, 2022
Place 2	John Eagan	October 1, 2022
Place 3	Ann Kvach	October 1, 2022
Place 4	Nicole Schroer	October 1, 2022
Place 5	Tammie Terry	October 1, 2022
Place 6	Kelly Flowers	October 1, 2022

Place 7	Jason Thomas	October 1, 2023
Place 8	Bart Bankowski	October 1, 2024
Place 9	Paula Cushman	October 1, 2022
Place 10	Cindy Griner	October 1, 2022
Place 11	Dawn Pumpelly	October 1, 2023
Place 12	Robert Lockwood	October 1, 2024
Place 13	Richelle Jordan-Davis	October 1, 2024
Place 14	Camillia King-Stanley	October 1, 2024
Place 15	Mary Kathryn Treusdell	October 1, 2024
Place 16	Lindsey Perry	October 1, 2022
Place 17	Charles S. Below	October 1, 2022

ADOPTED this the 10th day of February, 2022

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

APPROVED this the 10th day of February, 2022

Mayor of the City of Huntsville, Alabama



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/10/2022

File ID: 2022-0121

Department: Human Resources

Subject:

Type of Action: Approval/Action

Resolution to adjust the salaries of employees in certain positions in assigned department.

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Obligation Amount: \$

Total Obligation: \$

Special Circumstances:

Grant Funded: \$

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

RESOLUTION NO. 22-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, 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 dates for the 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 _____ day of _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

Mayor of the City of Huntsville, Alabama

RESOLUTION NO. 22-_____

ATTACHMENT A

Shaundrika Edwards, Human Resources Analyst II, who is currently classified at Salary Grade 16, Step 17, is hereby adjusted to Salary Grade 16, Step 19;

Michael Forinash, Human Resources Analyst II, who is currently classified at Salary Grade 16, Step 17, is hereby adjusted to Salary Grade 16, Step 19; and,

Octavia Holt, Human Resources Analyst II, who is currently classified at Salary Grade 16, Step 15, is hereby adjusted to Salary Grade 16, Step 17.



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/10/2022

File ID: 2022-0122

Department: Natural Resources

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to apply for and execute an FY 2022-2023 EPA Air Grant in an amount up to \$200,000 in federal funding to support the City's Air Pollution Control Program.

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Obligation Amount: \$

Total Obligation: \$

Special Circumstances:

Grant Funded: \$ 200,000

Grant Title - CFDA or granting Agency: 103 Air Program Grant

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

RESOLUTION NO. 22- _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor is hereby authorized, requested, and directed, on behalf of the City of Huntsville, Alabama, to apply for a U. S. Environmental Protection Agency FY 2022 and FY 2023 Air Programs Grant in an amount up to \$200,000 said grant application being attached hereto and identified as "Application for Federal Assistance between the City of Huntsville and U.S. Environmental Protection Agency," consisting of 25 pages, with the signature of the City Council President, or President Pro tem, and the date of February 10, 2022 at the bottom of the third page, 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.

BE IT FURTHER RESOLVED that there is no matching fund requirement under this Grant which may be awarded to the City pursuant to such application.

BE IT FURTHER RESOLVED that in the event that such grant is awarded, the Mayor of the City of Huntsville, Alabama, is hereby authorized, requested, and directed, on behalf of the City of Huntsville, Alabama, to enter into such grant agreement with the Environment Protection Agency and to submit such supporting and collateral materials as required.

ADOPTED this the 10th day of February, 2022.

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

APPROVED this the 10th day of February, 2022.

Mayor of the City of Huntsville, Alabama

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☐ New
☒ Continuation
☐ Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3. Date Received:**

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

PM01D05120

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:**

City of Huntsville

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

63-6001296

*** c. Organizational DUNS:**

0720937270000

d. Address:

*** Street1:**

P. O. Box 308

Street2:

*** City:**

Huntsville

County/Parish:

*** State:**

AL: Alabama

Province:

*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:**

35804-0308

e. Organizational Unit:

Department Name:

Natural Resources & Env. Mgmt.

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

*** First Name:**

Scott

Middle Name:

*** Last Name:**

Cardno

Suffix:

Title: Director of Natural Resources & Env. Mgmt.

Organizational Affiliation:

*** Telephone Number:** 256 427-5750

Fax Number: 256 427-5751

*** Email:** scott.cardno@huntsvilleal.gov

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Environmental Protection Agency

11. Catalog of Federal Domestic Assistance Number:

66.034

CFDA Title:

Surveys, Studies, Research, Investigations, Demonstrations and Special Purpose Activities Relating to the Clean Air Act

*** 12. Funding Opportunity Number:**

EPA-CEP-01

* Title:

EPA Mandatory Grant Program

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

PM 2.5 Ambient Monitoring Program

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="200,000.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="200,000.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☒ a. This application was made available to the State under the Executive Order 12372 Process for review on
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title: * Telephone Number: Fax Number: * Email: * Signature of Authorized Representative: * Date Signed:

BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 02/28/2022

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. PM 2.5 Monitoring Network	66.034	\$	\$	\$ 200,000.00	\$	\$ 200,000.00
2.						
3.						
4.						
5. Totals		\$	\$	\$ 200,000.00	\$	\$ 200,000.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
	PM 2.5 Monitoring Network				
a. Personnel	\$ 150,000.00	\$	\$	\$	\$ 150,000.00
b. Fringe Benefits	50,000.00				50,000.00
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual					
g. Construction					
h. Other					
i. Total Direct Charges (sum of 6a-6h)	200,000.00				200,000.00
j. Indirect Charges					
k. TOTALS (sum of 6i and 6j)	\$ 200,000.00	\$	\$	\$	200,000.00
7. Program Income	\$	\$	\$	\$	\$

Authorized for Local Reproduction

SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS	
8. PM 2.5 Monitoring Network	\$	\$	\$	\$	
9.					
10.					
11.					
12. TOTAL (sum of lines 8-11)	\$	\$	\$	\$	

SECTION D - FORECASTED CASH NEEDS				
Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$	\$	\$	\$
14. Non-Federal	\$			
15. TOTAL (sum of lines 13 and 14)	\$	\$	\$	\$

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT				
(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16. PM 2.5 Monitoring Network	\$	\$	\$	\$
17.				
18.				
19.				
20. TOTAL (sum of lines 16 - 19)	\$	\$	\$	\$

SECTION F - OTHER BUDGET INFORMATION	
21. Direct Charges:	
22. Indirect Charges:	
23. Remarks:	

Authorized for Local Reproduction

OBJECT CLASS CATEGORIES WORKSHEET

[NOTE: Please indicate any pre-award costs with a star (*).]

a. PERSONNEL

04/01/22 – 03/31/23

POSITION TITLE	NUMBER	ANNUAL SALARY	WORK YEARS	AMOUNT
Director	1	130,749	.06	7845
Deputy Director	1	87,069	.06	5224
Environmental Specialist III	1	76,502	.36	27540
Environmental Technician	1	64,875	.5077	32937
Administrative Assistant	1	45,448	.032	1454
a. PERSONNEL TOTAL	5	404,643	1.01	75,000

b. FRINGE BENEFITS

BASE	75,000
RATE	0.333333
b. FRINGE BENEFITS TOTAL	25,000

c. TRAVEL

<p>Explain:</p> <hr/> <hr/> <hr/> <hr/>
c. TRAVEL TOTAL:

OBJECT CLASS CATEGORIES WORKSHEET

a. EQUIPMENT:

Tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Applicant's definition of equipment may be used provided the definition at least includes all items previously defined above.

ITEM	NUMBER	COST PER UNIT	TOTAL
d. EQUIPMENT TOTAL:			

e. SUPPLIES

List supplies by groups, as appropriate:	
e. SUPPLIES	

OBJECT CLASS CATEGORIES

f. CONTRACTUAL

List each planned contract or type of service to be procured. Agreements/contracts with other governmental agencies (state, local or should be listed under category h. OTHER.	
f. CONTRACTUAL TOTAL	

g. CONSTRUCTION (N/A)

h. OTHER

Other: Explain by major categories.	

i. TOTAL DIRECT COSTS: (Sum of categories A through H)	\$ 100,000
j. INDIRECT COSTS: (RATE: %)	
k. TOTAL PROPOSED COSTS:	\$ 100,000
FEDERAL FUNDS REQUESTED: <u>100 %</u> RECIPIENT SHARE OF TOTAL PROPOSED COSTS: <u> 0 %</u>	

OBJECT CLASS CATEGORIES WORKSHEET

[NOTE: Please indicate any pre-award costs with a star (*).]

a. PERSONNEL

04/01/23 – 03/31/24

POSITION TITLE	NUMBER	ANNUAL SALARY	WORK YEARS	AMOUNT
Director	1	130,749	.06	7845
Deputy Director	1	87,069	.06	5224
Environmental Specialist III	1	76,502	.36	27540
Environmental Technician	1	64,875	.5077	32937
Secretary	1	45,448	.032	1454
a. PERSONNEL TOTAL	5	404,643	1.01	75,000

b. FRINGE BENEFITS

BASE	75,000
RATE	0.333333
b. FRINGE BENEFITS TOTAL	25,000

c. TRAVEL

<p>Explain:</p> <hr/> <hr/> <hr/> <hr/>
c. TRAVEL TOTAL:

OBJECT CLASS CATEGORIES WORKSHEET

a. EQUIPMENT:

Tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Applicant's definition of equipment may be used provided the definition at least includes all items previously defined above.

ITEM	NUMBER	COST PER UNIT	TOTAL
d. EQUIPMENT TOTAL:			

e. SUPPLIES

List supplies by groups, as appropriate:	
e. SUPPLIES	

OBJECT CLASS CATEGORIES

f. CONTRACTUAL

List each planned contract or type of service to be procured. Agreements/contracts with other governmental agencies (state, local or should be listed under category h. OTHER.	
f. CONTRACTUAL TOTAL	

g. CONSTRUCTION (N/A)

h. OTHER

Other: Explain by major categories.	

i. TOTAL DIRECT COSTS: (Sum of categories A through H)	\$ 100,000
j. INDIRECT COSTS: (RATE: %)	
k. TOTAL PROPOSED COSTS:	\$ 100,000
FEDERAL FUNDS REQUESTED: <u>100 %</u> RECIPIENT SHARE OF TOTAL PROPOSED COSTS: <u>0 %</u>	



EPA KEY CONTACTS FORM

OMB Control No. 2030-0020
Approval expires 06/30/2024

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2030-0020). Responses to this collection of information are required to obtain an assistance agreement (40 CFR Part 30, 40 CFR Part 31, and 40 CFR Part 33 for awards made prior to December 26, 2014, and 2 CFR 200, 2 CFR 1500, and 40 CFR Part 33 for awards made after December 26, 2014). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information is estimated to be 0.5 hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

Authorized Representative: *Original awards and amendments will be sent to this individual for review and acceptance, unless otherwise indicated.*

Name:	Prefix:		First Name:	Tommy	Middle Name:	
	Last Name:	Battle		Suffix:		
Title:	Mayor					
Complete Address:						
Street1:	P. O. Box 308					
Street2:						
City:	Huntsville	State:	AL			
Zip / Postal Code:	35804-0308	Country:	USA			
Phone Number:	256 427-5000	Fax Number:				
E-mail Address:	tommy.battle@huntsvilleal.gov					

Payee: *Individual authorized to accept payments.*

Name:	Prefix:		First Name:	Penny	Middle Name:	
	Last Name:	Smith		Suffix:		
Title:	Finance Director					
Complete Address:						
Street1:	P. O. Box 308					
Street2:						
City:	Huntsville	State:	AL			
Zip / Postal Code:	35804-0308	Country:	USA			
Phone Number:	256 427-5062	Fax Number:				
E-mail Address:	penny.smith@huntsvilleal.gov					

EPA KEY CONTACTS FORM

Administrative Contact: *Individual from Sponsored Programs Office to contact concerning administrative matters (i.e., indirect cost rate computation, rebudgeting requests etc).*

Name:	Prefix:		First Name:	Scott	Middle Name:	
	Last Name:	Cardno		Suffix:		
Title:	Director of Natural Resources					
Complete Address:						
Street1:	P. O. Box 308					
Street2:						
City:	Huntsville	State:	AL			
Zip / Postal Code:	35804-0308	Country:	USA			
Phone Number:	256 427-5750	Fax Number:	256 427-5751			
E-mail Address:	scott.cardno@huntsvilleal.gov					

Project Manager: *Individual responsible for the technical completion of the proposed work.*

Name:	Prefix:		First Name:	Scott	Middle Name:	
	Last Name:	Cardno		Suffix:		
Title:	Director of Natural Resources					
Complete Address:						
Street1:	P. O. Box 308					
Street2:						
City:	Huntsville	State:	AL			
Zip / Postal Code:	35804-0308	Country:	USA			
Phone Number:	256 427-5750	Fax Number:	256 427-5751			
E-mail Address:	scott.cardno@huntsvilleal.gov					

Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance

Note: Read Instructions before completing form.

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2030-0020). Responses to this collection of information are required to obtain an assistance agreement (40 CFR Part 30, 40 CFR Part 31, and 40 CFR Part 33 for awards made prior to December 26, 2014, and 2 CFR 200, 2 CFR 1500, and 40 CFR Part 33 for awards made after December 26, 2014). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information is estimated to be 0.5 hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

I. A. Applicant/Recipient (Name, Address, City, State, Zip Code)

Name: City of Huntsville Department of Natural Resources
Address: P. O. Box 308
City: Huntsville
State: Alabama Zip Code: 35804-0308

B. Unique Entity Identifier (UEI): 072093727

C. Applicant/Recipient Point of Contact

Name: Scott Cardno Phone: 256 427-5750 Email: scott.cardno@huntsvilleal.gov
Title: Director of Natural Resources

II. Is the applicant currently receiving EPA Assistance? ☒ Yes ☐ No

III. List all pending civil rights lawsuits and administrative complaints filed under federal law against the applicant/recipient that allege discrimination based on race, color, national origin, sex, age, or disability. (Do not include employment complaints, unless covered by 40 C.F.R. Parts 5 and 7.)

See Attachment Prepared by City Attorney's Office

IV. List all civil rights lawsuits and administrative complaints decided against the applicant/recipient within the last year that alleged discrimination under federal law based on race, color, national origin, sex, age, or disability and enclose a copy of all decisions. Please describe all corrective actions taken. (Do not include employment complaints, unless covered by 40 C.F.R. Parts 5 and 7.)

See Attachment Prepared by City Attorney's Office

V. List all civil rights compliance reviews of the applicant/recipient conducted under federal nondiscrimination laws by any federal agency within the last two years and enclose a copy of the review and any decisions, orders, or agreements based on the review. Please describe any corrective action taken. (40 C.F.R. § 7.80(c)(3))

See Attachment Prepared by City Attorney's Office

VI. Is the applicant requesting EPA assistance for new construction? If no, proceed to VII; if yes, answer (a) and/or (b) below.

☐ Yes ☒ No

a. If the grant is for new construction, will all new facilities or alterations to existing facilities be designed and constructed to be readily accessible to and usable by persons with disabilities? If yes, proceed to VII; if no, proceed to VI(b).

☐ Yes ☐ No

b. If the grant is for new construction and the new facilities or alterations to existing facilities will not be readily accessible to and usable by persons with disabilities, explain how a regulatory exception (40 C.F.R. 7.70) applies.

VII. Does the applicant/recipient provide initial and continuing notice that it does not discriminate on the basis of race, color, national origin, sex, age, or disability in its program or activities? (40 C.F.R. 5.140 and 7.95)

☒ Yes ☐ No

a. Do the methods of notice accommodate those with impaired vision or hearing?

☒ Yes ☐ No

b. Is the notice posted in a prominent place on the applicant's/recipient's website, in the offices or facilities or, for education programs and activities, in appropriate periodicals and other written communications?

☒ Yes ☐ No

c. Does the notice identify a designated civil rights coordinator?

☒ Yes ☐ No

- VII. Does the applicant/recipient maintain demographic data on the race, color, national origin, sex, age, or disability status of the population it serves? (40 C.F.R. 7.85(a)) ☒ Yes ☐ No
- VIII. Does the applicant/recipient have a policy/procedure for providing meaningful access to services for persons with limited English proficiency? (Title VI, 40 C.F.R. Part 7, *Lau v Nichols* 414 U.S. 563 (1974)) ☐ Yes ☒ No
- X. If the applicant is an education program or activity, or has 15 or more employees, has it designated an employee to coordinate its compliance with 40 C.F.R. Parts 5 and 7? Provide the name, title, position, mailing address, e-mail address, fax number, and telephone number of the designated coordinator.

See Attachment Prepared by City Attorney's Office

- XI. If the applicant is an education program or activity, or has 15 or more employees, has it adopted grievance procedures that assure the prompt and fair resolution of complaints that allege a violation of 40 C.F.R. Parts 5 and 7? Provide a legal citation or applicant's/recipient's website address for, or a copy of, the procedures.

www.huntsvilleal.gov/ada

For the Applicant/Recipient

I certify that the statements I have made on this form and all attachments thereto are true, accurate and complete. I acknowledge that any knowingly false or misleading statement may be punishable by fine or imprisonment or both under applicable law. I assure that I will fully comply with all applicable civil rights statutes and EPA regulations.

A. Signature of Authorized Official

B. Title of Authorized Official

Mayor

C. Date

02/10/2022

For the U.S. Environmental Protection Agency

I have reviewed the information provided by the applicant/recipient and hereby certify that the applicant/recipient has submitted all preaward compliance information required by 40 C.F.R. Parts 5 and 7; that based on the information submitted, this application satisfies the preaward provisions of 40 C.F.R. Parts 5 and 7; and that the applicant has given assurance that it will fully comply with all applicable civil rights statutes and EPA regulations.

A. Signature of Authorized EPA Official

B. Title of Authorized Official

C. Date

General. Recipients of Federal financial assistance from the U.S. Environmental Protection Agency must comply with the following statutes and regulations.

Title VI of the Civil Rights Acts of 1964 provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The Act goes on to explain that the statute shall not be construed to authorize action with respect to any employment practice of any employer, employment agency, or labor organization (except where the primary objective of the Federal financial assistance is to provide employment). Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act provides that no person in the United States shall on the ground of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under the Federal Water Pollution Control Act, as amended. Employment discrimination on the basis of sex is prohibited in all such programs or activities. Section 504 of the Rehabilitation Act of 1973 provides that no otherwise qualified individual with a disability in the United States shall solely by reason of disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Employment discrimination on the basis of disability is prohibited in all such programs or activities. The Age Discrimination Act of 1975 provides that no person on the basis of age shall be excluded from participation under any program or activity receiving Federal financial assistance. Employment discrimination is not covered. Age discrimination in employment is prohibited by the Age Discrimination in Employment Act administered by the Equal Employment Opportunity Commission. Title IX of the Education Amendments of 1972 provides that no person in the United States on the basis of sex shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance. Employment discrimination on the basis of sex is prohibited in all such education programs or activities. Note: an education program or activity is not limited to only those conducted by a formal institution. 40 C.F.R. Part 5 implements Title IX of the Education Amendments of 1972. 40 C.F.R. Part 7 implements Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of The Rehabilitation Act of 1973.

Items "Applicant" means any entity that files an application or unsolicited proposal or otherwise requests EPA assistance. 40 C.F.R. §§ 5.105, 7.25. "Recipient" means any State or its political subdivision, any instrumentality of a State or its political subdivision, any public or private agency, institution, organizations, or other entity, or any person to which Federal financial assistance is extended directly or through another recipient, including any successor, assignee, or transferee of a recipient, but excluding the ultimate beneficiary of the assistance. 40 C.F.R. §§ 5.105, 7.25. "Civil rights lawsuits and administrative complaints" means any lawsuit or administrative complaint alleging discrimination on the basis of race, color, national origin, sex, age, or disability pending or decided against the applicant and/or entity which actually benefits from the grant, but excluding employment complaints not covered by 40 C.F.R. Parts 5 and 7. For example, if a city is the named applicant but the grant will actually benefit the Department of Sewage, civil rights lawsuits involving both the city and the Department of Sewage should be listed. "Civil rights compliance review" means: any federal agency-initiated investigation of a particular aspect of the applicant's and/or recipient's programs or activities to determine compliance with the federal non-discrimination laws. Submit this form with the original and required copies of applications, requests for extensions, requests for increase of funds, etc. Updates of information are all that are required after the initial application submission. If any item is not relevant to the project for which assistance is requested, write "NA" for "Not Applicable." In the event applicant is uncertain about how to answer any questions, EPA program officials should be contacted for clarification.

Pre-award Compliance Review Report – EPA Form 4700

Supporting Documentation

- III. List all civil rights lawsuits and administrative complaints pending against the applicant/recipient that allege discrimination based on race, color, national origin, sex, age, or disability. (Do not include employment complaints not covered by 40 C.F.R. Parts 5 and 7.)

None

- IV. List all civil rights lawsuits and administrative complaints decided against the applicant/recipient within the last year that allege discrimination based on race, color, national origin, sex, age, or disability and enclose a copy of all decisions. Please describe all corrective actions taken. (Do not include employment complaints not covered by 40 C.F.R. Parts 5 and 7.)

None.

- V. List all civil rights compliance reviews of the applicant/recipient conducted by any agency within the last two years and enclose a copy of the review and any decisions, orders, or agreements based on the review. Please describe any corrective action taken. (40 C.F.R. § 7.80(c)(3))

None.

- VII. Does the applicant/ recipient provide initial and continuing notice that it does not discriminate on the basis of race, color, national origin, sex, age, or disability in its programs or activities? (40CFR Sections 5.140 and 7.95) YES

Reference COH (City of Huntsville) – ADA Policies and Procedures @ www.huntsvilleal.gov/ada/

The COH is an 'Equal Opportunity Employer'. This declaration is posted on job announcements, and on the COH - Human Resources website @ www.huntsvilleal.gov/government/jobs/

The COH employs an EEOC officer. The EEO Officer ensures the posting of relevant EEOC signage in the workplace.

COH Mayor's Equal Employment Opportunity Statement – posted in the workplace offices; and e-mailed to all COH employees.

- a. Do the methods of notice accommodate those with impaired vision or hearing?

YES. Reference COH (City of Huntsville) – ADA Policies and Procedures @ www.huntsvilleal.gov/ada/ specifically see "Effective Communication" in the "ADA Notice under the Americans with Disabilities Act (ADA)."

- b. Is the notice posted in a prominent place on the applicant's / recipient's website, in the offices or facilities or, for educational programs and activities, in appropriate periodicals and other written communications?

YES. The ADA policies are posted on the COH website @ www.huntsvilleal.gov/ada/
EEO related materials are posted in workplace offices.

c. Does the notice identify a designated civil rights coordinator?

YES . The Mayor's Equal Employment Opportunity Statement identifies the City's EEOC officer as Keaira Green and provides contact information. This information can also be located on the City's web site under @ www.huntsvilleal.gov/government/jobs/equal-employment-opportunity/

ADA contacts are listed @ www.huntsvilleal.gov/ada/ under "Grievance Procedure."

In addition, the Mayor's Office of Diversity, Equity and Inclusion mission is ... to foster an environment that reflects the equal treatment and participation of all segments of Huntsville's diverse, culturally rich communities in all aspects of life while reinforcing the core values of diversity, equity and inclusion as foundational to our success.

VII. Does the applicant/ recipient maintain demographic data on the race, color national origin, sex, age, or handicap of the population it serves?

YES. The COH utilizes the Quick Facts demographic data that is posted on the census.gov website. According to the information provided, the Quick Facts estimates are based on data collected from 2020 and 2021. The Quick Facts produces population demographics and housing unit estimates. The Census Bureau produces and disseminates the official estimates of the population and housing units. A link to the data is posted on the City's Website @ www.huntsvilleal.gov/business/city-of-huntsville/facts-figures-about-huntsville/

X. If the applicant is an education program or activity, or has 15 or more employees, has it designated an employee to coordinate its compliance with 40 CFR Parts 5 and 7? Provide the name, title, position, mailing address, e-mail address, fax number, and telephone number of the designated coordinator.

Title I of ADA
Byron K. Thomas
ADA Coordinator
City Administration Bldg.
308 Fountain Circle
Huntsville, AL 35801
256.427-5240
e-mail : ADATitleI@huntsvilleal.gov

Title II of ADA
Melissa S. Stokes
ADA Coordinator
City Administration Bldg.
308 Fountain Circle
Huntsville, AL 35801
256.427-7182
e-mail: ADATitleII@huntsvilleal.gov

EEOC Officer
Keaira Green
308 Fountain Circle
Huntsville, AL 35801
256.427-5488
e-mail : keaira.green@huntsvilleal.gov

Office of Diversity, Equity and Inclusion
Kenneth Anderson, Director
City Administration Bldg.
308 Fountain Circle
Huntsville, AL 35801
256.883-3993
e-mail : kenny.anderson@huntsvilleal.gov



United States
ENVIRONMENTAL PROTECTION AGENCY
Washington, DC 20460

OMB Control No. 2030-0020
Approval expires 06/30/2024

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EPA Project Control Number

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Typed Name & Title of Authorized Representative

Signature and Date of Authorized Representative

Section 103 PM_{2.5} Air Monitoring Work Plan

January 31, 2022

Name of Grantee: City of Huntsville DNREM

Project Budget Period: April 1, 2020 - March 31, 2024

Amount of Funding Requested: \$200,000

Project Objectives and Alignment with EPA Strategic Plan:

The primary objective of this project is to collect quality assured data on ambient air concentrations of fine particulate matter (PM_{2.5}) and its precursors. As described in EPA's PM_{2.5} Monitoring Implementation Plan, dated March 1, 2000, the data will be used for: (1) PM_{2.5} National Ambient Air Quality Standards (NAAQS) comparisons, (2) development and tracking of implementation plans, (3) assessments of regional haze, and (4) assistance for health studies and other ambient aerosol research activities. The PM_{2.5} monitoring network design addresses these four program objectives through a combination of siting and instrumentation strategies.

This project supports EPA's Strategic Plan Goal 1 A Cleaner, Healthier Environment (Deliver a cleaner, safer, and healthier environment for all Americans and future generations by carrying out the Agency's core mission) and Objective 1.1 (Improve Air Quality: Work with states to accurately measure air quality and ensure that more Americans are living and working in areas that meet high air quality standards), by implementing a variety of monitoring activities that will assist in achieving and maintaining health based air pollution standards to reduce the direct emission of particulate matter and other criteria air pollution from stationary and mobile sources that are protective of human health. The environmental outcome will be reduced incidences of respiratory illnesses including asthma and lung cancer and improved visibility in scenic parks and wilderness areas.

Activities to Be Conducted:

The PM_{2.5} ambient monitoring network will be operated and maintained in accordance with Title 40 of the Code of Federal Regulations (40 CFR), Parts 50, 53, and 58, and published in the *Federal Register* on June 12, 2007. These regulations describe the frequency of sampling and the timely reporting of ambient data to the Air Quality System (AQS) database. The number and types of monitors, as specified in our EPA-approved ambient monitoring plan, which will be operated and maintained, are as follows:

	Method	Monitor	1:1	1:3	1:6
1	2.5 Mass	FRM	--	--	--
2	2.5 Mass	Co-located FRM*	--	X	--
3	2.5 Continuous	FEM	--	--	--
4	2.5 Continuous	Co-located FEM*	--	--	--
5	2.5 Continuous	Non-FEM	X	--	--
6	2.5 Continuous	Co-located Non-FEM	--	--	--
7	Speciation	SASS	--	--	--

8	Speciation	Super-SASS	--	--	--
9	Speciation - Carbon	URG	--	--	--
10	Trace/low	NOx	--	--	--
11	Trace/low	NOy	--	--	--
12	Trace/low	SO ₂	--	--	--
13	Trace/low	CO	--	--	--
14	Meteorological		--	--	--

*Do not double count monitors

As a recipient of an EPA PM_{2.5} monitoring grant, City of Huntsville DNREM will:

1. Operate and maintain the PM_{2.5} monitoring network in accordance with all EPA requirements.
2. Review and update the quality assurance project plan and standard operating procedures in accordance with Region 4 policies.
3. Submit PM_{2.5} data and associated quality assurance data to AQS with 90 days from the end of the calendar quarter.
4. Comply with guidance in flagging data if it is believed that the data have been affected by an exceptional event.
5. Meet 75% minimum data recovery requirements for the PM_{2.5} network monitors. Report all monitors that do not meet this requirement providing the reason that monitor did not meet the 75% data recovery and the corrective action(s) taken. The report is due to the Region 4 state/local monitoring contact within 30 days of the data being entered into the AQS data base.
6. Submit a PM_{2.5} air monitoring network plan as part of the state's annual air monitoring network plan covering all criteria pollutants. This will be done in coordination with the State, if applicable, by July 1, 2022 and by July 1, 2023.
7. Certify calendar year PM_{2.5} FRM data in the State and Local Air Monitoring Station (SLAMS) Annual Report. Submit the annual certification letter and SLAMS Annual Report by May 1, 2022 and by May 1, 2023.
8. Air Quality Index (AQI) Forecasting: As resources permit, the grantee agrees to participate in AQI forecasting for those areas with continuous PM_{2.5} monitoring and report all continuous PM_{2.5} data to AQS and to the PM_{2.5} mapping program.
9. Submit the Annual Performance Report that covers the period of January 1 to December 31, 2022 to the EPA Technical Project Officer by March 31, 2023.
10. Submit the Annual Performance Report that covers the period of January 1 to December 31, 2023, to the EPA Technical Project Officer by March 31, 2024.
11. Demonstrate the quality assurance (QA) competency by:

- a) Assuring the competency of environmental measurement data collected and generated under the Section 103 PM_{2.5} grant program, as addressed in the quality assurance project plan and standard operating procedures for the PM_{2.5} monitoring network.
- b) Continuing to implement a similar scope of work under this Section 103 PM_{2.5} grant as performed satisfactorily under your previously approved Section 103 PM_{2.5} grants.

Outputs/Milestones:

- Submission of an annual PM_{2.5} air monitoring network plan for EPA approval. This plan is due annually on July 1st as part of the state's annual air monitoring network plan covering all criteria pollutants.
- PM_{2.5} and associated quality assurance data will be submitted into AQS within 90 days after the end of the calendar quarter.

Outcomes:

The anticipated short term outcome for this project is an increase in the knowledge regarding the character and extent of PM_{2.5} in the ambient air. The long term outcome, through the eventual development and implementation of your state's implementation plans, is to comply with NAAQSs as set forth in the Clean Air Act.

Budget: The costs associated with this project are detailed in the grant financial application package.

Name: Scott Cardno

Position: Director

Agency: City of Huntsville DNREM



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/10/2022

File ID: 2022-0123

Department: Administration

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into Agreement with Regroup Mass Notification for group notification services.

Resolution No.

Finance Information:

Account Number: 1000-10-10200-515370-00000000

City Obligation Amount: 7212.00

Total Obligation: \$

Special Circumstances:

Grant Funded: \$

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

RESOLUTION NO. 21 - _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized on behalf of the City of Huntsville, a Municipal Corporation in the State of Alabama, to enter into an Agreement by and between The City of Huntsville and Regroup Mass Notification, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as an Agreement between the City of Huntsville and Regroup Mass Notification consisting of three (3) pages with the date of Regroup Mass Notification appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 10th day of February, 2022.

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

APPROVED this the 10th day February, 2022.

Mayor of the City of Huntsville, Alabama

Subscription Agreement

Prepared For:

Company: City of Huntsville
Name: Sydney Martin
Email: sydney.martin@huntsvilleal.gov
Phone: 2565648032

Prepared By:

Regroup Mass Notification
Prepared by: Brian Fischer
Email: bfischer@regroup.com
Phone: (469) 480-9191

Contract Term: 1 year paid in full.

Contact Count: 200000

Valid Until: 2022-01-31

A. Product and Pricing Summary

Product	Fee Type	Price	Term (yrs)	Discount	Subtotal
Regroup Annual Subscription Messaging via landline, email, cell (voice and sms/bt), social media, RSS. Unlimited support, training, templates and group creation.	Annual	\$7,212.00	1	\$0.00	\$7,212.00
					\$7,212.00

Included Subscription Features

AlertManager Allows admins to send/receive messages from iOS and Android mobile devices and phones.	Included	\$0.00	1	\$0.00	\$0.00
AlertMe Allows recipients and non-administrative users to receive messages within native iOS and Android apps.	Included	\$0.00	1	\$0.00	\$0.00
AlertMe with Geofencing Allows recipients and non-administrative users to receive messages within native iOS and Android apps. Enables realtime location-based geofence messaging and push notifications to be sent from your network.	Included	\$1,000.00	1	-\$1,000.00	\$0.00
NOAA Enable alerts from the National Oceanic and Atmospheric Administration (NOAA) Weather Radio (NWEM)	Included	\$2,500.00	1	-\$2,500.00	\$0.00
IPAWS Allows users to post IPAWS EAS, NOAA, and WEA alerts to supported devices during a critical event.	Included	\$1,500.00	1	-\$1,500.00	\$0.00
Resident Data Integration Regroup Annual Residential Database Verification	Included	\$0.00	1	\$0.00	\$0.00
Mapping - Geo Targeted Messaging Clients have the ability to send notifications based on the location of the recipients with our Geo-Targeting option based on their address and not on them having the mobile app.	Included	\$0.00	1	\$0.00	\$0.00
					\$0.00

Subscription Agreement

Professional Services					
Implementation Fee	One Time	\$1,500.00	1	-\$1,500.00	\$0.00
Unlimited Support & Maintenance	Included	\$0.00	1	\$0.00	\$0.00
Unlimited Training	Included	\$0.00	1	\$0.00	\$0.00
					\$0.00
Total					\$7,212.00

B. Terms

1. **Initial Term:** The Initial Term shall be one (1) year following the effective date.
2. **Implementation Date:** TBD
3. **Start of Term / Effective Date:** Upon Signature
4. **Invoice Date:** Upon Signature

Ba. Payment Terms

1. City of Huntsville shall be invoiced for amounts due in respect to the Initial Term upon execution of this Subscription Agreement.
2. All initial and subsequent payments shall be due on Net 30 terms. Unless otherwise specified, all dollars (\$) are United States currency.
3. Late payments may incur a 1.5% penalty.

Bc. Contacts & Messages

1. SMS and TTS messaging shall be limited to 5000000 total messages annually.
2. With respect to total users, Regroup will charge for users added that are in excess of the number of total users included in your Membership. Regroup will notify you of usage overages prior to invoicing for the overage.

C. Renewal Terms

1. At the end of the current agreement, Regroup will provide City of Huntsville with an option to renew subscription on an annual basis at a mutually agreed upon cost. The notice will be provided 90 days prior to the expiration of the current agreement.

D. Acceptance and Authorization

The terms and conditions of the Regroup [Terms of Use](#) and [Privacy Policy](#), which are incorporated herein by reference, apply in full to the services and products provided under this Subscription Agreement.

IN WITNESS WHEREOF, the parties hereto each acting with proper authority have executed this Subscription Agreement, under seal.

Accepted by Buyer: City of Huntsville

Accepted by: Regroup Mass Notification

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: Chris Utah
Title: COO
Date: 01 / 21 / 2022

RESOLUTION NO. 21 - _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized on behalf of the City of Huntsville, a Municipal Corporation in the State of Alabama, to enter into an Agreement by and between The City of Huntsville and Regroup Mass Notification, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as an Agreement between the City of Huntsville and Regroup Mass Notification consisting of three (3) pages with the date of Regroup Mass Notification appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 10th day of February, 2022.

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

APPROVED this the 10th day February, 2022.

Mayor of the City of Huntsville, Alabama



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/10/2022

File ID: 2022-0124

Department: Legal

Subject:

Type of Action: Approval/Action

Resolution authorizing the City Attorney to settle the case of Auto Owners Insurance Company v. Austin W. Michael, et al.

Resolution No.

Finance Information:

Account Number: 1000-19-00000-515190-000000000

City Obligation Amount: \$10,500.00

Total Obligation: \$

Special Circumstances:

Grant Funded: \$

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

RESOLUTION NO. 21-____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the City Attorney is hereby authorized, directed, and requested to settle the case of Auto Owners Insurance Company v. Austin W Michael, City of Huntsville, et al. for the total amount of \$10,500.00 (Case 47- DV-2021-901887.00, City of Huntsville Claim FY20-169).

ADOPTED this the 10th day of February, 2022.

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

APPROVED this the 10th day of February, 2022.

Mayor of the City of
Huntsville, Alabama



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/10/2022

File ID: 2022-0125

Department: Urban Development

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter, in behalf of the City of Huntsville, an Amended and Restated Addendum to Contract for Utilities, and to execute same, between the City of Huntsville, Huntsville Utilities and Starbelt, LLC, in connection with a Project Development Agreement heretofore entered between said parties and The Industrial Development Board of the City of Huntsville.

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Obligation Amount: \$

Total Obligation: \$

Special Circumstances:

Grant Funded: \$

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

RESOLUTION NO. 21-____

WHEREAS, Pursuant to Resolution No. 21-1254 adopted by the City Council of the City of Huntsville, Alabama (the "Council") on December 16, 2021, the City has heretofore determined to enter a Project Development Agreement by and among the City, The Industrial Development Board of the City of Huntsville, and Starbelt LLC ("Starbelt"), in connection with the construction and operation by Starbelt and/or its affiliates of a second data center in the City consisting of a large group of networked computer servers and related technology for the remote storage, processing, and/or distribution of data for, and to support operations of, Starbelt and its affiliates, with expected expenditures of approximately \$750,000,000 in capital improvements and equipment and expected employment of at least fifty (50) full-time employees at an average annual compensation of not less than \$80,000, exclusive of fringe benefits (the "Project"); and

WHEREAS, the Project will be located within the North Huntsville Industrial Development Park on a site consisting of approximately 250 acres owned or in the process of being acquired by the Company and its affiliates (the "Project Site"); and

WHEREAS, under and pursuant to an Amended and Restated Addendum to Contract for Utilities by and among the City, Starbelt and Huntsville Utilities, a copy of which is attached hereto (the "Addendum"), Huntsville Utilities and the City have agreed to make certain utility services available to Starbelt respecting both the Project and the existing data center project operated by Starbelt within the City, all as more particularly described and set forth in the Addendum; and

WHEREAS, the said Addendum shall amend and restate, in its entirety, that certain Addendum to Contract for Utilities dated May 30, 2018 among the City, Huntsville Utilities and Starbelt and, further, shall be attached to that certain Contract for Utilities, Non-Residential Utility Deposit and Adequate Securities Agreement heretofore entered among Starbelt and the other parties thereto.

NOW, THEREFORE, BE IT RESOLVED, by the Council, that the Mayor be, and he is hereby, authorized to execute, by and on behalf of the City, the Addendum, containing such changes, modifications, revisions, or clarifications as the Mayor shall deem necessary, desirable or appropriate, and that the City-Clerk Treasurer is hereby authorized and directed to sign and attest the Addendum and to affix the seal of the City thereto; and

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed, along with the City-Clerk Treasurer, to take all actions as

may be necessary or desirable, by and on behalf of the City in furtherance of the intent of the Addendum.

ADOPTED this the 10th day of February, 2022

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

APPROVED this the 10th day of February, 2022

Mayor of the City of
Huntsville, Alabama

AMENDED AND RESTATED ADDENDUM TO CONTRACT FOR UTILITIES

THIS AMENDED AND RESTATED ADDENDUM TO CONTRACT FOR UTILITIES (this “Addendum”), made this the ____ day of February, 2022 (“Effective Date”), is by and between the CITY OF HUNTSVILLE, an Alabama municipal corporation, acting directly (“Huntsville”), and acting by and through its waterworks utility board, HUNTSVILLE UTILITIES (“Utilities” and together with Huntsville, the “City”), and STARBELT LLC, a Delaware limited liability company (the “Business Partner”), for Utility Services to be provided at all locations and Contract Accounts within Utilities Service Area, including pursuant to the Contract for Utilities, Non-Residential Utility Deposit and Adequate Securities Agreement originally dated May 30, 2018 (the “Contract”) to which it is attached. Utilities is an operating board of Huntsville and is not a separate legal entity from Huntsville. The City and the Business Partner are sometimes referred to herein collectively as the “Parties” and individually as a “Party.” Capitalized terms used herein but not defined in this Addendum shall have the meanings set forth in the Contract.

RECITALS

A. The Parties previously entered into the Contract on May 30, 2018. Contemporaneously therewith, the Parties entered into that certain Addendum to Contract for Utilities dated May 30, 2018 (the “Original Addendum”), which was attached to and made a part of the Contract, pursuant to which the Parties jointly planned for the delivery of Water and Sewer services to the Project, as more particularly described below.

B. Huntsville owns and has delegated to Utilities the operation of a potable water system (together with any repairs to, updates or replacements of, or additions to the same, the “Water System”), and Huntsville owns and operates directly a municipal sanitary and industrial sewer system (together with any repairs to, updates or replacements of, or additions to the same, including without limitation the WWTPs (hereinafter defined) the “Sewer System”) in the City of Huntsville, Alabama.

C. As contemplated by the Contract and Original Addendum, the Business Partner has previously established on that certain parcel of real property more particularly described as the “Project Starbelt Site” on the map attached hereto as Exhibit A and incorporated herein by reference (the “Original Property”) and located within the North Huntsville Industrial Development Park (the “Industrial Park”), a multi-year large-scale project for use as a data center, and/or other facilities used to house, and in which are operated, maintained and replaced from time to time, computer systems and associated components, such as telecommunications and storage systems, cooling systems, power supplies and systems for managing property performance (including generators), and equipment used for the transformation, transmission, distribution or management of electricity (including substations), Internet-related equipment, data communications connections, environmental controls and security devices, structures and site features, as well as certain accessory uses or buildings located on the Original Property and other related or associated uses, buildings or structures such as (but not limited to) utility buildings, structures and appurtenances located on, adjacent to or near the Original Property that are reasonably related to the data center (collectively, the “Original Project”).

D. The Business Partner is currently pursuing an opportunity to expand the Original Project (together with the Original Project, the “Project”) on those certain parcels of real property more particularly described collectively as the “Site” on the map attached as Exhibit A (the “New Property”; and together with the Original Property, the “Property”), which New Property is located adjacent to the Original Property.

E. The City finds developments such as the Project to be in the public interest of the citizens of Huntsville, Alabama and thus desires to further encourage and aid the Project.

F. The Business Partner anticipates that the Project will continue to require a long-term commitment of the Business Partner’s resources, and will continue to require the careful integration between public capital facilities, construction schedules and the phasing of the development of the Project to be successful, collectively, for the Business Partner and the City.

G. Development of the Project on the Property will continue to involve a substantial commitment of private capital by the Business Partner, which commitment the Business Partner is unwilling to risk without sufficient assurances from the City that adequate, reliable potable water ("Water") and sanitary and industrial sewer ("Sewer") service, provided at reasonable rates, will be available to the Project and that the Business Partner will have continuous use of the Water System and the Sewer System in the operation of the Project.

H. The Water System and the Sewer System each have existing capacity which is not being used or reserved for use by others and is substantially in excess of existing and projected demands for Water service from the Water System and for Sewer service from the Sewer System.

I. Huntsville, through Utilities, intends to provide Water to the Project via the existing Water System consisting of looped water piping supplied by a 5,000,000 gallon water storage tank ("WST") that is filled using multiple public booster stations located to the south of the Property and via additions to the Water System as described in this Agreement. The City intends to provide sewer services to the Project via the Sewer System consisting of lift stations, force mains, and gravity sewer pipe for collection and conveyance of municipal waste and Wastewater (as hereinafter defined) to the City's six (6) Wastewater treatment plants ("WWTPs") and related infrastructure for treatment (the "Wastewater Collection System"). The Water System and the Sewer System are each sometimes referred to herein as the "System" and collectively as the "Systems." As used herein "Wastewater" means a combination of the water-carried wastes from the Project and includes treatable wastes therein.

J. Pursuant to the Project Development Agreement dated May 30, 2018 and the Project Development Agreement dated of even date herewith (collectively, the "Project Development Agreements") by and among, the City, the Business Partner, and the Industrial Development Board of the City of Huntsville ("IDB"), the Parties and the IDB have agreed that certain improvements of the Systems will be made to enhance Water and Sewer services.

K. The City desires to confirm the availability of Water and Sewer service for the Project, as the same may be expanded or modified, of a quantity that will support continuous operation of the Project and of an average quality (a) not less than that provided on average by the City during the five (5) years prior to the date of this Addendum to its commercial and industrial users with Water and Sewer service needs in similar volumes to those required by the Business Partner, and (b) at least as is required by permits issued to the City to provide Water and Sewer service, and all applicable local, state and federal laws and regulations (collectively, "Laws"), in each case so as to induce the Business Partner to develop the Project on the Property in reliance on such availability.

L. The Parties desire to amend and restate the Original Addendum in its entirety, in order to incorporate their understandings into this Addendum and to further jointly plan for the delivery of Water and Sewer services to the Project.

In consideration of the foregoing recitals and mutual promises hereinafter contained, IT IS AGREED AS FOLLOWS:

1. INCORPORATION. The City and the Business Partner hereby incorporate the terms of this Addendum into the Contract as if fully set forth therein. The Contract, as amended and supplemented by this Addendum, is hereinafter referred to as the "Agreement." To the extent there is a conflict between the terms of the Contract and this Addendum, this Addendum shall control. To the extent applicable to the Water and Sewer services, the Parties hereby incorporate the terms of Chapter 26 of the Code of Ordinance of the City of Huntsville, Alabama (the "Code") into the Agreement as if fully set forth herein.

2. INDEPENDENT CONSIDERATION. The Business Partner has paid to the City the sum of Five Hundred Dollars (\$500.00) as consideration and inducement to the City to enter into this Addendum and incorporate this Addendum into the Contract, which amount shall be non-refundable to the Business Partner.

3. CURRENT AVAILABILITY; PERMITTED CAPACITY. The City represents and warrants to the Business Partner as follows:

(a) Availability. Water and Sewer service currently is available to the Property, and, except as changed pursuant to the Project Development Agreements, such existing Water and Sewer service will remain available to the Property during the entire period of construction of the Project.

(b) Water System. The City possesses the existing legal right pursuant to a valid Water Supply Permit, Permit Number 2016-637, PWSID Number: AL0000882, with an expiration date of March 31, 2022, issued by the Alabama Department of Environmental Management (“ADEM”) to take in an unlimited number of gallons of Water per year (“Permitted Intake”) for treatment as potable Water (the “Permitted Water Use”), and its current water treatment plants have the design capacity to treat and transport up to 123.5 million gallons of potable Water per day. The City has no knowledge of any fact, circumstance or pending law, rule, regulation, order or directive which would or might cause a reduction in its Permitted Water Use or Permitted Intake.

(i) Minimum Guaranteed Water Flow. Huntsville, through Utilities, will provide up to 1,500 gallons of Water per minute (“gpm”) to the Business Partner through its current Water System. Through upgrades to the Water System outlined in the Project Development Agreements, Huntsville, through Utilities, will provide up to 5,000 gpm as required by the Business Partner’s Project build schedule.

(ii) Guaranteed Water Pressure. Huntsville, through Utilities, currently will provide guaranteed water pressure of 34 pound-force per square inch (“psi”) to the Business Partner. Through the upgrades to the Water System outlined in the Project Development Agreements, Huntsville, through Utilities, will provide a minimum water pressure of 65 psi.

(iii) Minimum/Maximum Guaranteed Water Quantity. For each phase of the Project, Huntsville, through Utilities, will provide to the Business Partner up to the daily and per minute capacities of Water as set forth in the Water Capacity Reservations (as defined in Exhibit B) in Exhibit B hereto. Notwithstanding the foregoing, however, Huntsville, through Utilities, does not cap the amount of Water usage for Commercial/Industrial customers under normal operating conditions.

(c) Sewer System. The City has the existing legal right pursuant to a valid National Pollutant Discharge Elimination System Permit, Permit Number AL0049531, with an expiration date of July 31, 2022, issued by ADEM to discharge up to 20 million gallons per day of Wastewater to the Sewer System (the “Permitted Discharge”), and the WWTPs have the design capacity to discharge up to 20 million gallons per day of Wastewater. The Sewer System has the capacity and capability to receive industrial discharges of the type generated by the evaporative cooling system to be used at the Project and other substantially similar industrial discharges and agrees that no pretreatment (including, without limitation, any pretreatment required by Alabama Administrative Code Section 335-6-5-.01, *et seq.* and the Clean Water Act) of such types of discharges shall be required. The City has no knowledge of any fact, circumstance or pending law, rule, regulation, order or directive which would or might cause a reduction in its Permitted Discharge. The City’s Water permits and Sewer permits are hereinafter collectively referred to as the “Permits.”

(i) Minimum/Maximum Permitted Discharge. For each phase of the Project, the City will provide to the Business Partner the right to discharge up to the daily and per minute capacities of Wastewater and Sewer discharge as set forth in the Sewer Capacity Reservations (as defined in Exhibit B) in Exhibit B hereto. Notwithstanding the foregoing, however, the City does not cap the amount of Wastewater and Sewer discharge for Commercial/Industrial customers under normal operating conditions.

4. CAPACITY RESERVATIONS. To ensure that the Systems will have sufficient capacity to deliver Water to, receive Wastewater from, and provide Sewer service to the Project as the Project develops, thus ensuring that the Business Partner may operate and expand the Project as it sees fit from time to time, the City acknowledges the Water, Wastewater and Sewer needs as set forth on Exhibit B

attached hereto and incorporated herein by reference and agrees that the capacities set forth thereon shall be reserved for the Project and available for the continuous use of the Project. The Business Partner shall give the City at least thirty (30) days' advance written notice of the anticipated date of commencement of operations of the Project. The Business Partner will use commercially reasonable efforts to provide the City with (i) periodic updates as to the status of the development of the Project and (ii) not less than ninety (90) days' advance notice of its intention to make use of each of the Water Capacity Reservations and the Sewer Capacity Reservations (collectively, the "Reservations") for each of the phases of the Project; provided, however, that failure to give such notice shall not preclude the Business Partner's use of the applicable capacity or reserved amount. On or before the anticipated commencement date of the phases set forth in such notice, the City shall cause the Project to be served by the Systems with the requisite volume of Water and Sewer services in accordance with the Reservations, and otherwise in accordance with this Agreement. From and after the Effective Date, the Reservations shall be continuously available to the Business Partner at all times during the Term (as defined in Section 8), subject only to the next sentence. The Parties agree to meet and review the Reservations every five (5) years during the Term of this Agreement to determine whether a reduction or increase in the Reservations is appropriate and to plan services for the Project. No change in the Reservations will be implemented without the mutual written consent of the Parties, which consent either Party may withhold in its sole discretion. For the avoidance of doubt, the Business Partner shall not be obligated to use or take any portion of the Reservations. Nothing contained in this Addendum, including without limitation this Section 4, shall be interpreted as obligating or otherwise requiring the Business Partner to construct any phase of the Project.

5. REDUNDANT SYSTEMS; CONTINGENCY PLANS. The City acknowledges and agrees that the Business Partner requires an uninterrupted supply of Water and Sewer service to the Project. Subject to the terms and conditions of this Agreement, the Business Partner may, and the City hereby consents to the same, establish redundant and/or back up Water and Sewer resources to serve the Project subject to the Business Partner's compliance with all applicable Laws and Permits.

6. WATER SUPPLY AND SEWER SERVICE PRIORITY.

(a) Nature of Operation of Project. The City acknowledges and agrees that the nature of the operation of the Project requires continuous and uninterrupted evaporative cooling to protect sensitive equipment required for essential operations. In the event of a Water shortage, the City agrees to meet with and consult with the Business Partner to discuss the impact of the Water shortage on the Project and to determine options for providing continuous use by the Project of the Water System Reservation and the Sewer Capacity Reservation. No consumption measures or limitations arising from such shortages shall apply to the Project, unless required by clear and critical public health conditions and applicable Law. If any Water shortage or Sewer curtailment is declared, the City will prioritize Water supply to services affecting public health, welfare and safety, including without limitation hospitals and booster stations. Thereafter, the City will prioritize Water supply and Sewer service to Commercial/Industrial customers that have been designated "Priority 1 Commercial/Industrial customers." The Business Partner is a Priority 1 Commercial/Industrial customer, and, in the event of a Water shortage for the Project, the City will give the Business Partner priority among all of the other Priority 1 Commercial/Industrial customers whose service is from the same portions of the Water System and the Sewer System serving the Property. The City represents and warrants to the Business Partner that: (i) the Business Partner's use of Water in connection with its data center operations does not violate any requirements of the Code; (ii) the monthly allocation of Water to the Business Partner shall not be lowered except as set forth in Section 6(b); and (iii) the City will not limit or otherwise reduce or discontinue the flow of Water to the Project unless necessary to provide top priority usage for public health and safety operations, of the citizens and customers served by the Systems, in which case the City will notify the Business Partner as soon as possible under the circumstances; (iv) if the City enacts or amends any Water shortage or Sewer curtailment ordinances and such ordinances create classifications of Water and Sewer users, the Project shall receive the classification with no lower priority for Water usage than any other Priority 1 Commercial/Industrial customer of the Water System, it being understood that the Project would not be located in the municipal limits of Huntsville, Alabama without the agreements set forth in this Addendum, and the Project currently intends to lawfully expend substantial funds in reliance on the Reservations provided for herein and has acquired a continuous right in the Reservations set forth herein.

(b) Repairs; Maintenance. Due to the critical, twenty-four (24) hours per day, seven (7) days per week operation of the Project, the City will, at its sole cost and expense (other than the charges for actual services used by the Project), keep and maintain the portions of the Systems that serve the Project and related supporting public infrastructure in good working condition and repair. Notwithstanding anything to the contrary set forth herein, the City shall within twenty-four (24) hours of the commencement of any Service Interruption (hereinafter defined) identify the cause of such Service Interruption and commence appropriate repair, restoration and maintenance measures to restore full Systems operations and service to the Project. The City shall diligently pursue such repair, restoration or maintenance measures until the Service Interruption is remedied and full Systems operations to the Project are restored. If the City determines that the Service Interruption will last more than twenty-four (24) hours, the City will contact the Business Partner, allow the Business Partner to identify its critical needs (or if the Business Partner cannot be reached, identify the critical needs), and prioritize restoration efforts to meet those critical needs. The City shall at all times have access to an inventory of spare components, parts, facilities, infrastructure and related appurtenances necessary for the City to fulfill its obligations hereunder. The City shall cause suitably trained employees or third party maintenance contractors to be available and on call to provide critical repair, restoration and maintenance services twenty-four (24) hours per day, seven (7) days per week. To the extent that full restoration or maintenance of a Service Interruption shall not be completed within twenty-four (24) hours of the commencement of such Service Interruption, the City promptly, but in any event not more than forty-eight (48) hours after the commencement of the Service Interruption, shall establish temporary alternative systems to restore Water and Sewer service to the Project, to the commercially reasonably best of its ability and subject to the City taking such actions and using its assets to ensure Water and Sewer service is available to meet public health and safety operations of the City, which alternative systems shall remain fully operational until such time as a full repair, restoration or maintenance of the Systems can be effected, subject to the City taking such actions and using its assets to ensure Water and Sewer service is available to meet public health and safety operations of the City. The City shall maintain maintenance and repair records for the Systems, and, upon reasonable notice and request therefor, such records promptly shall be made available for review by the Business Partner or its employees, agents or representatives. A "Service Interruption" shall mean (A) with respect to the Water System, a failure of the Water System to supply to the Project the volume of water reserved under the Water Capacity Reservation for any period of time, and (B) with respect to the Sewer System, the failure of the Sewer System to maintain the capacity reserved by the Sewer Capacity Reservation for any period of time.

(c) Future Permitted Capacity. The City shall give written notice to the Business Partner of any facts or circumstances to the knowledge of the City that would or are reasonably expected to result in a reduction in the permitted capacities of the Systems within five (5) business days of learning of such facts or circumstances or that a reduction in Water or Sewer service might result therefrom. A copy of the City's then current Permits relating to the Systems will be made available promptly upon the prior request of the Business Partner.

(d) Future Operations. Huntsville, individually or through Utilities, shall operate the Systems in compliance with all applicable Laws and Permits and shall use appropriate best management practices for Systems operations. Huntsville, individually or through Utilities, shall comply with all applicable federal and state public notification requirements regarding any "Notices of Violation" with respect to the Systems issued by ADEM or any other regulatory entity having jurisdiction over the Systems. If the City receives a Notice of Violation, directive, or order issued in connection with its operation or management of the Systems which contains a demand, requirement or deadline that could result in a Service Interruption for the Project, then the City promptly, but in no event later than five (5) days after receipt thereof, shall establish temporary alternative mechanisms to provide Water and Sewer services to the Project until the applicable Service Interruption, if any, is repaired or restored. In the case of such a Service Interruption, the City agrees to use reasonable efforts under the circumstances to restore Water and Sewer at the levels required under the Water Capacity Reservation and the Sewer Capacity Reservation.

7. FEES AND RATES FOR CONNECTIONS AND SERVICES. The Parties acknowledge and agree that Water and Sewer rates are set forth in Chapter 26 of the Code. The consumption, discharge, and availability charges are subject to periodic adjustment, but any increases or decreases therein must be approved by the City Council of the City (the "City Council"). As of the Effective Date, the charges for consumption of Water provided through the Water System and for Wastewater discharged through the

Sewer System are included in two separate consumption/discharge rates. The current rate charges to Commercial/Industrial consumers of Water and Sewer by Utilities and/or the City for monthly consumption/discharge per meter at the Project are as follows:

- (i) For consumption of up to 1,000,000 gallons of Water per month per meter, \$1.96 per 1,000 gallons consumed.
- (ii) For consumption above 1,000,000 gallons of Water per month per meter, \$1.61 per 1,000 gallons in excess of 1,000,000 consumed.
- (iii) For consumption through use of a sprinkler system, \$3.01 per 1,000 gallons of Water consumed per meter.
- (iv) For consumption of Water by the Project through a metered fire line, \$3.01 per 1,000 gallons consumed per meter.
- (v) For discharge to the Sewer System, \$4.83 per 1000 gallons discharged per meter.
- (vi) For having water available for consumption by the Business Partner, in addition to the consumption charge, a monthly availability charge applies. In the event there is no consumption, the availability charge alone will apply. The availability charge is based on the size of the meter as follows:

Meter Size	Effective Rate (per month) – October 2016
Each 1" Meter or Smaller	\$12.34
Each 1½" Meter	\$38.02
Each 2" Meter	\$57.68
Each 3" Meter	\$122.66
Each 4" Meter	\$199.01
Each 6" Meter	\$395.46
Each 8" Meter	\$537.91
Each 10" Meter	\$1,022.42
Fire Line	\$10.04 per inch
Fire Hydrant Charge	\$7.53

(a) No Discrimination. In any subsequent rate setting, the City agrees not to discriminate against the Business Partner in connection with the setting of standard fees, rates or other charges for the connection to or use of the Water System (collectively, "Water Rate") or, if separate from the Water Rate, the standard fees, rates or other charges for the connection to or use of the Sewer System (collectively "Sewer Rate"). In particular, the City agrees to set a Water Rate and, if applicable, a Sewer Rate for the Project that is no higher than the lowest Water Rate and Sewer Rate available to customers in the same rate classification based on use and consumption being charged for the respective Systems ("Equal Treatment Agreement"). The Business Partner shall not be charged for use of, or otherwise obligated to pay amounts in connection with, the Water System or Sewer System, other than (i) charges (at the Water Rate) attributable to the portion of the Water Capacity Reservation actually consumed or used by the Project, (ii) if separate from the Water Rate, charges (at the Sewer Rate) for the number of gallons of Wastewater discharged into the Sewer System by the Project (the "Discharge Amount"), and (iii) the applicable availability charge.

(b) Measurement of Wastewater Discharge. The City and the Business Partner acknowledge that a significant amount of Water entering the Project from the City's meter will be consumed and evaporated by cooling systems and the resulting Discharge Amount of Wastewater will be lower than the amount of Water entering the Project. It is agreed that a separate meter for Wastewater discharges will be installed for the Project to measure the actual Discharge Amount from the Project and that the Business Partner will only be charged for the number of gallons that are actually discharged into the Sanitary Sewer.

(c) Reasonable Fees and Rates. The City shall comply with the requirements of applicable Laws in connection with setting the Water Rate and the Sewer Rate, and such rates shall be reasonable. The Business Partner acknowledges that public hearings must be held prior to all Water Rate and Sewer Rate adjustments.

(d) Effect of Non-Payment for Service. Huntsville, directly or through Utilities, reserves the right to disconnect Water or Sewer service for non-payment of undisputed amounts as set forth in the Code; provided, however, that prior to any disconnection, the City shall provide the Business Partner a minimum of thirty (30) days after the date the unpaid Water and Sewer invoice was due to pay such invoice and shall provide the Business Partner with notification of termination at the Property at least five (5) business days before any service is disconnected.

(e) No Additional Fees. Without limiting the generality of the foregoing, the City agrees that the Business Partner shall not be charged any special fees or charges beyond those regularly assessed to similarly situated customers.

8. TERM. The term of this Agreement shall be a period of thirty-five (35) years from the Effective Date (the "Initial Term"). Sixty (60) days prior to expiration of the Initial Term or any Renewal Term (as hereinafter defined), the City and the Business Partner shall meet to review Water and Sewer capacity needs and to discuss any proposed modifications to the Water Capacity Reservation and the Sewer Capacity Reservation set forth herein. Provided, that if the Business Partner remains a customer of the Water System and the Sewer System and is not in default past any applicable cure periods, then this Agreement will be renewed and extended for successive additional ten (10) year periods (each, a "Renewal Term") and collectively with the Initial Term, the "Term") in the same form as this Agreement, subject to any modifications agreed upon by the Parties and related to the Water Capacity Reservation and the Sewer Capacity Reservation.

9. ADDITIONAL PROPERTY. This Agreement is hereby adopted and approved by the City to apply to any additional real property within the Industrial Park (whether in one or more parcels, the "Additional Property") that the Business Partner or its designee may later acquire. If the Business Partner or such designee acquires the Additional Property, then upon notice thereof to the City, the legal description of the Additional Property shall be attached to this Agreement as an additional exhibit; provided that this Agreement shall apply with respect to the Additional Property regardless of whether such additional exhibit is attached. The same Reservations set forth in Exhibit B shall be separately applicable to the Additional Property unless the Parties otherwise mutually agree to different Reservations.

10. DEFAULT AND REMEDIES.

(a) Default and Remedies. In the event of a default of this Agreement, the non-defaulting Party shall provide written notice of the default to the defaulting Party and shall specify a period of not less than thirty (30) days in which the defaulting Party shall have a right to cure the default; provided, however, such cure period may be extended if: (i) a default cannot reasonably be cured within the cure period provided in such notice, (ii) the curing Party notifies the non-defaulting Party of such fact by no later than the end of the cure period provided in the notice, (iii) the curing Party has theretofore been diligent in pursuing the cure, and (iv) the curing Party in such extension notice covenants to (and thereafter actually does) diligently pursue the cure to completion. In the event the defaulting Party fails to cure the default, the non-defaulting Party (A) may terminate this Agreement and seek damages from the defaulting Party, or (B) shall have available to it all rights and remedies, both legal and equitable, provided by Law (including without limitation specific performance and mandamus); provided, however, in no event shall any party hereto be entitled to punitive, incidental, consequential or other similar damages, whether arising at law, in equity or otherwise.

(b) Mutual Waiver of Punitive, Incidental and Consequential Damages. The Parties hereto agree to waive all claims against each other for any punitive, incidental, consequential, or other similar damages, whether arising at Law, in equity or otherwise.

11. LIMITATION OF LIABILITY. **THE PARTIES HEREBY WAIVE ALL CLAIMS AGAINST EACH OTHER FOR ANY PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES, WHETHER ARISING AT LAW, IN EQUITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, OR LOSS OF BUSINESS OPPORTUNITY INCURRED OR SUFFERED BY EITHER PARTY,**

WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. CONFIDENTIALITY. The Parties acknowledge and agree that their respective duties relative to Confidential Information shall be governed by Article VI of the Project Development Agreements, the terms of which are incorporated herein by reference the same as if set forth herein in full.

13. ASSIGNMENT. Except as set forth in this Section, this Agreement is not assignable by (i) the Business Partner without the prior written consent of the City, which shall not be unreasonably withheld, conditioned or delayed, or (ii) the City without the prior written consent of the Business Partner. The City agrees to respond to any requested assignment of this Agreement by the Business Partner within ten (10) business days of receipt of the Business Partner's request. If the City fails to reject such requested assignment in writing within such ten (10) business day period, then the City shall be deemed to have approved the Business Partner's requested assignment. Without the need for the City's consent, the rights and obligations of the Business Partner under this Agreement may be transferred or assigned in whole or in part by the Business Partner to any affiliate of the Business Partner (and upon such assignment the Business Partner shall be relieved of its covenants, commitments and obligations hereunder).

14. MISCELLANEOUS.

(a) Force Majeure. The Parties hereto shall not be liable for any failure to perform hereunder as a result of an external event, circumstance or matter beyond their respective control, including, without limitation, acts of the United States of America, acts of the State of Alabama, acts of the City (with respect to a failure of the Business Partner to perform only), embargos, fire, flood, drought, hurricanes, tornadoes, explosions, acts of God or a public enemy, strikes, labor disputes, vandalism or civil riots, supply chain delays, and pandemics. However, if any such event interferes with the performance by a Party hereunder, such Party shall diligently and in good faith act to the extent within its power to remedy the circumstances affecting its performance or to complete performance in as timely a manner as is reasonably possible. Notwithstanding anything to the contrary contained herein, Water shortages within the reasonable control of the City shall not constitute force majeure (with respect to a failure of the City to perform only), and the Parties' obligations in the event of such a Water shortage shall be governed by Section 6(b), Repairs; Maintenance. For the avoidance of doubt, Water shortages caused by drought or other natural causes shall not be considered within the reasonable control of the City and in such case performance of the City's obligations shall be subject to this Section 14(a).

(b) Amendment. Except for the Business Partner's right to modify the description of the Property from time to time as set forth in Section 9 hereof, this Agreement may be amended, modified, supplemented or canceled only by the mutual written consent of the City and the Business Partner, or their respective successors in interest or assigns.

(c) Recitals. The recitals of this Agreement are material terms of this Agreement and shall be binding upon the Parties.

(d) Severability. If any provision of this Agreement, or its application to any person, is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the Parties to the extent possible. In any event, invalidation of any provision of this Agreement, or its application to any person or circumstance, shall not affect any other provisions of this Agreement or its application to any other person or circumstance, and the remaining portions of this Agreement shall continue in full force and effect.

(e) Notices. All notices, demands, consents, certificates or other communications hereunder shall be in writing, shall be sufficiently given and shall be deemed given when delivered personally to the Party or to an officer of the Party to whom the same is directed, or mailed by registered or certified mail, postage prepaid, or sent by overnight courier, addressed as follows:

(i) If to the City:

The City of Huntsville
308 Fountain Circle
8th Floor
Huntsville, AL 35801
Attention: City Attorney

Huntsville Utilities
P.O. Box 2048
Huntsville, AL 35804
Attention: President/CEO

With a copy to:

Robert Miller
122 Southside Square
Huntsville, AL 35801

(ii) If to the Business Partner:

With a copy to:

Starbelt LLC
1601 Willow Road
Menlo Park, CA 94025
Attention: Site Selection Manager

Maynard, Cooper & Gale, P.C.
1901 Sixth Avenue North, Suite 2400
Birmingham, AL 35203
Attn: Thomas H. Brinkley

With a copy to:

Starbelt LLC
1601 Willow Road
Menlo Park, CA 94025
Attention: Data Center Legal Counsel

Any such notice or other document shall be deemed to be received as of the date delivered, if delivered personally, or as of three (3) days after the date deposited in the mail, if mailed, or the next business day, if sent by overnight courier.

(f) General. This Agreement shall bind and benefit the Business Partner and the Business Partner's respective heirs, administrators, executors, successors, transferees, and assigns. This Agreement may not be modified except in writing signed by both Parties to this Agreement. This Agreement shall be construed and enforced in accordance with the laws of the State of Alabama. A Party seeking to bring an action relating to the validity, construction, interpretation and enforcement of this Agreement will institute such action in the Circuit Court of Morgan County, Alabama, or the United States District Court for the Northern District of Alabama. The Parties consent to personal jurisdiction in either court.

(g) Amended and Restated Agreement. This Addendum is given to amend and restate in its entirety, and shall amend and restate in its entirety, that certain Addendum to Contract for Utilities dated May 30, 2018 by and between the City of Huntsville, acting directly and acting by and through its waterworks utility board, Huntsville Utilities, and Starbelt LLC. This Addendum shall be attached to and become part of the Contract.

[SIGNATURE PAGES TO FOLLOW]

THE CITY:

CITY OF HUNTSVILLE

By: _____

SIGNATURE

Name: Tommy Battle

Title: Mayor, City of Huntsville

And

**CITY OF HUNTSVILLE D/B/A HUNTSVILLE
UTILITIES**

By: _____

SIGNATURE

Name: Wes Kelley

Title: CEO, Huntsville Utilities

THE BUSINESS PARTNER:

STARBELT LLC

By: _____

SIGNATURE

Name

Title

STATE OF: _____

COUNTY OF: _____

I, the undersigned Notary Public in and for said County and State, hereby certify that Tommy Battle, whose name as Mayor of CITY OF HUNTSVILLE, an Alabama municipal 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 instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said municipal corporation on the day the same bears date.

Given under my hand and official seal this the _____ day of February, 2022.

Notary Public

My Commission Expires: _____

[SEAL]

STATE OF: _____

COUNTY OF: _____

I, the undersigned Notary Public in and for said County and State, hereby certify that Wes Kelley, whose name as CEO of CITY OF HUNTSVILLE D/B/A HUNTSVILLE UTILITIES, an Alabama municipal 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 instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said municipal corporation on the day the same bears date.

Given under my hand and official seal this the _____ day of February, 2022.

Notary Public

My Commission Expires: _____

[SEAL]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
 } ss.
COUNTY OF _____ }

On _____, before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

MAP OF THE PROPERTY

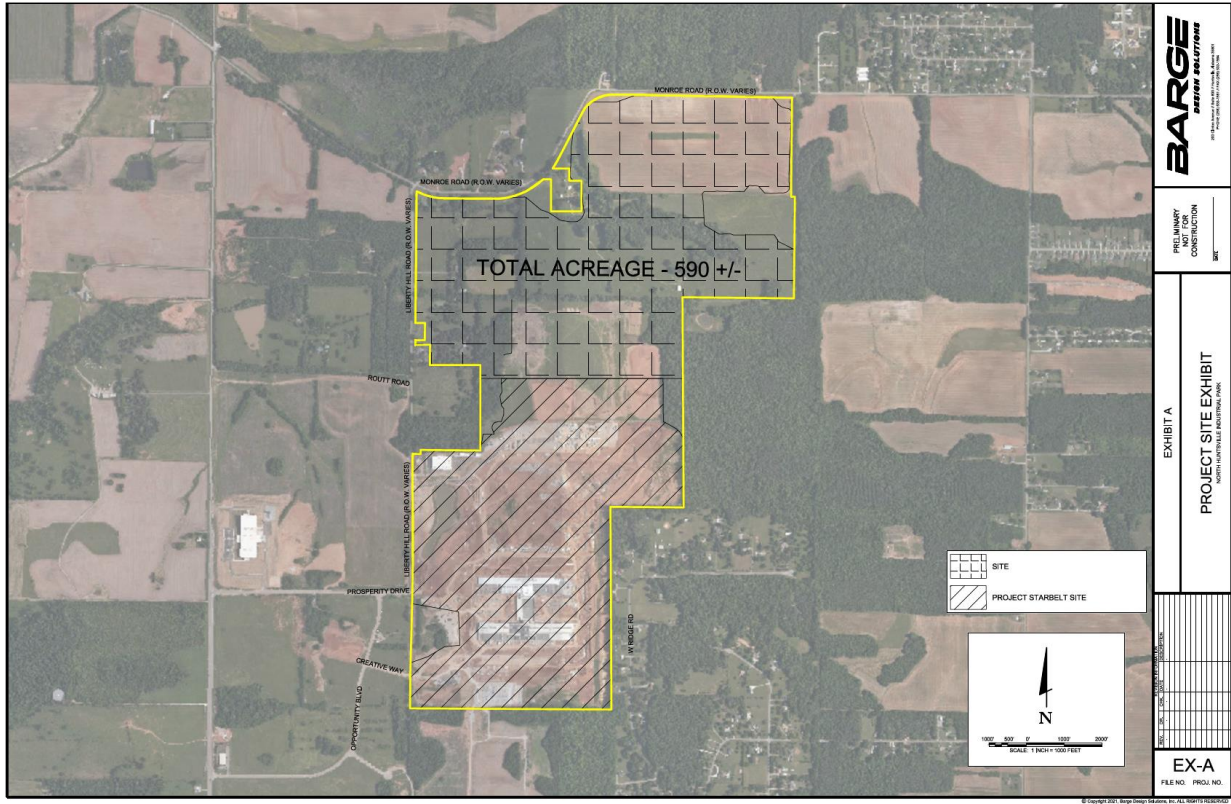


EXHIBIT B

RESERVATIONS

1. Water Capacity Reservation. The total Water capacity reservation for the Property is Two Million Two Hundred Thousand (2,200,000) gallons per day to occur with a frequency not to exceed once during a 30 day period (and not on consecutive days) over a minimum duration of 12 hours, and Five Thousand (5,000) gallons per minute, at a minimum pressure of Sixty Five (65) pounds per square inch (the "Water Capacity Reservation") which the Business Partner anticipates will become necessary in the following Phases (described in Section 4 below) of the Project:

(a) Phase I — Two Hundred Fifty Thousand (250,000) gallons per day and One Thousand (1,000) gallons per minute, and at minimum pressure of Sixty Five (65) pounds per square inch (the "Phase I Water Capacity Reservation");

(b) Phase II — Five Hundred Thousand (500,000) gallons per day and Two Thousand (2,000) gallons per minute, and at minimum pressure of Sixty Five (65) pounds per square inch (the "Phase II Water Capacity Reservation");

(c) Phase III — Six Hundred Twenty Five Thousand (625,000) gallons per day and Two Thousand Five Hundred (2,500) gallons per minute, and at minimum pressure of Sixty Five (65) pounds per square inch (the "Phase III Water Capacity Reservation");

(d) Phase IV — One Million Two Hundred Thousand (1,200,000) peak gallons per day, a typical average day of Two Hundred Thousand (200,000) gallons per day, Three Thousand Nine Hundred (3,900) gallons per minute for 2 hours while maintaining a minimum residual water pressure of Sixty Five (65) pounds per square inch (the "Phase IV Water Capacity Reservation"); and

(e) Phase V — Two Million Two Hundred Thousand (2,200,000) peak gallons per day to occur with a frequency not to exceed once during a 30 day period (and not on consecutive days) over a minimum duration of 12 hours, otherwise One Million Six Hundred Thousand (1,600,000) peak gallons per day to be consumed over a 12 hour duration with a peak hour of 300,000 gallons at 5,000 gallons per minute, a typical average day of Two Hundred Fifty Thousand (250,000) gallons per day, Five Thousand (5,000) gallons per minute for 2 hours while maintaining a minimum residual water pressure of Sixty Five (65) pounds per square inch (the "Phase V Water Capacity Reservation"). Business Partner shall make commercial reasonable best efforts to give the Utilities as much notice as possible before calling for the maximum peak gallons per day.

2. Sewer Capacity Reservation. The total Sewer capacity reservation for the Property is One Million Two Hundred Fifty Thousand (1,250,000) gallons per day and Two Thousand Eight Hundred (2,800) gallons per minute (the "Sewer Capacity Reservation"), which the Business Partner anticipates will become necessary in the following Phases of the Project:

(a) Phase I — Seventy Thousand (70,000) gallons per day and Four Hundred (400) gallons per minute (the "Phase I Sewer Capacity Reservation");

(b) Phase II — One Hundred Forty Thousand (140,000) gallons per day and Eight Hundred (800) gallons per minute (the "Phase II Sewer Capacity Reservation");

(c) Phase III — One Hundred Seventy Five Thousand (175,000) gallons per day and One Thousand (1,000) gallons per minute (the "Phase III Sewer Capacity Reservation");

(d) Phase IV — Seven Hundred Thousand (700,000) peak gallons per day, a typical average day of One Hundred Fifty Thousand (150,000), One Thousand Nine Hundred (1,900)

gallons per minute for 2 hours (the "Phase IV Sewer Capacity Reservation"); and

(e) Phase V – One Million Two Hundred Fifty Thousand (1,250,000) peak gallons per day, a typical average day of Two Hundred Thousand (200,000), Two Thousand Eight Hundred (2,800) gallons per minute for 2 hours (the "Phase V Sewer Capacity Reservation").

3. Fire Capacity. The City represents and warrants to the Business Partner that the Water System has, and agrees that at all times during the Term of this Agreement the Water System will have, the capacity to deliver a minimum of Two Thousand Five Hundred (2,500) gallons of Water per minute to the Property for the duration of no less than two (2) hours to supply Water to load the Project's sprinkler system and to supply water to the Property in the event of a fire.

4. Phases. The Parties acknowledge that the Business Partner has already initiated the first phase of the Project ("Phase I") and has provided the City with sufficient notice thereof to allow the City sufficient time to construct required Water System improvements in the area. If the Business Partner determines to proceed with future "Phase II", "Phase III", "Phase IV" and "Phase V", the Business Partner shall provide the City with at least ninety (90) days' advance written notice of the commencement of such Phases, and the Water Capacity Reservation and Sewer Capacity Reservation for such Phases shall be available as of the commencement date provided in the Business Partner's notice, subject to the rights and obligations of the Parties set forth in the Development Agreements.



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/10/2022

File ID: 2022-0126

Department: Landscape Management

Subject:

Type of Action: Approval/Action

Resolution authorizing a Cooperative Service Agreement between City of Huntsville and United States Department of Agriculture Animal and Plant Health Inspection Service (APHIS) Wildlife Services (WS).

Resolution No.

Finance Information:

Account Number: 1000-52-52100-515370-00000000

City Obligation Amount: Up to \$7,500.00

Total Obligation: Up to \$7,500.00

Special Circumstances:

Grant Funded: \$

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

RESOLUTION NO. 22-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama that the Mayor be and he is hereby authorized to enter into an agreement by and between the City of Huntsville and the United States Department of Agriculture Animal and Plant Health Inspection Service (APHIS) Wildlife Services (WS), 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 “Cooperative Service Agreement between City of Huntsville and United States Department of Agriculture Animal and Plant Health Inspection Service (APHIS) Wildlife Services (WS),” consisting of two (2) pages, and the date of February 10th, 2022, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 10th day of February, 2022.

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

APPROVED this the 10th day of February, 2022.

Mayor of the City of
Huntsville, Alabama

COOPERATIVE SERVICE AGREEMENT
between
City of Huntsville and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage management project as described in the attached Work Plan.

ARTICLE 2

APHIS-WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 8353, to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS-WS and the Cooperator agree:

1. The Cooperator will provide payment upon receipt of quarterly bill to "USDA, APHIS" in the amount of \$7,500.00.
2. The performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
3. Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.
4. The Cooperator certifies that APHIS-WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management services that the Cooperator is seeking from APHIS-WS.
5. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

ARTICLE 4

This agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS-WS upon failure of Congress to so appropriate. This agreement also may be reduced or terminated if Congress only provides APHIS-WS funds for a finite period under a Continuing Resolution.

ARTICLE 5

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise there from.

ARTICLE 6

APHIS-WS assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 USC 1346(b), 2401(b), 2671-2680).

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

This agreement shall become effective February 1, 2022 and shall continue until January 31, 2023. This agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the Cooperator does not, for any reason, provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

As required by Debt Collection Improvement Act of 1996:

Cooperator's Tax ID No.: 63-60011296

APHIS-WS's Tax ID: 41-0696271

Cooperator Name/signer, Address

Tommy Battle John Meredith
City of Huntsville City of Council President
308 Fountain Circle
Huntsville, AL 35801

APHIS-WS State Office/signer, Address

Ken Gruver, State Director
USDA APHIS Wildlife Services
6155 Heath Road
Auburn, AL 36830

Cooperator's Signature

Date

APHIS-WS State Director's Signature

Date

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

WS Agreement Number: _____-RA

WBS: _____

[optional] Cooperator PO: _____

WORK PLAN

Wildlife Species: Coyote, geese, beaver, etc.

Description of Damage: various damages

Location: City of Huntsville

Services Provided: Harassment, Trap and Remove, etc.

FINANCIAL PLAN

Cost Element		Full Cost
Personnel Compensation		\$5,130.00
Travel		
Vehicles		\$400.00
Other Services		
Supplies and Materials		
Equipment		\$368.55
Subtotal (Direct Charges)		\$5,898.55
Pooled Job Costs [for non-Over-the Counter projects]	11.00%	\$648.84
Indirect Costs	16.15%	\$952.61
Aviation Flat Rate Collection		
Agreement Total		\$7,500.00
The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$7,500.00		

Financial Point of Contact/Billing Address:

Cooperator Name, Address, Phone Number, Email

Mr. Brian Walker
City of Huntsville
308 Fountain Circle
Huntsville, AL 35801
(256) 427-5159
Brian.walker@huntsvilleal.gov

APHIS-WS State Office Name, Address, Phone Number, Email

Mr. Josh Falkowski, Budget Analyst
6155 Heath Road
Auburn, AL 36830
(334) 332-1144
joshua.falkowski@usda.gov



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/10/2022

File ID: 2022-0127

Department: Planning

Subject:

Type of Action: Introduction

Introduction of an ordinance annexing 320.00 acres of land lying on the south side of Huntsville Brownsferry Road and west of Mooresville Road.

Ordinance No.

Finance Information:

Account Number: Click or tap here to enter text.

City Obligation Amount: \$

Total Obligation: \$

Special Circumstances:

Grant Funded: \$

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/10/2022

File ID: TMP-1031

Department: Planning

Subject:

Type of Action: Introduction

Introduction of an ordinance annexing 320.00 acres of land lying on the south side of Huntsville Brownsferry Road and west of Mooresville Road.

Ordinance No.

Finance Information:

Account Number: Click or tap here to enter text.

City Obligation Amount: \$

Total Obligation: \$

Special Circumstances:

Grant Funded: \$

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

ORDINANCE NO. 22-

WHEREAS Shaw Trust Land Company, LLC, by Patty Davis, 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 the Western half of Section 06, Township 4 South, Range 3 West of the Huntsville Meridian, Limestone County, Alabama containing 320.00 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 Limestone County, Alabama.

ADOPTED this the _____ day of _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

Mayor of the City of Huntsville,
Alabama

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-Treasurer of the City of Huntsville, Alabama, and the
 City Council of the City of Huntsville, Alabama**

**FROM: Shaw Trust Land Company, LLC, by Patty Davis, as its Manager
 (hereinafter referred to as “the petitioner”)**

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

1. That the Petitioner is the owner of the Property, as the term “owner” is defined by Section 11-42-20, Code of Alabama 1975.
2. That the Property is situated in **Limestone County, Alabama**, and is accurately described on the attached Exhibit “A”, which exhibit is incorporated herein by reference.
3. That the Petitioner has the right and authority to make and file this petition for annexation.
4. That the Property is contiguous to the existing corporate limits of the City of Huntsville, Alabama.
5. That the Property does not lie within the corporate limits or police jurisdiction of any other municipality.
6. That the Petitioner has attached hereto as Exhibit “B”, which exhibit is incorporated herein by reference, and filed herewith a map of the Property showing its relationship to the corporate limits of the City of Huntsville, Alabama, which said map is further identified as being entitled "Shaw Trust 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 25 day of Jan, 2021. 22

PETITIONER:

Shaw Trust Land Company, LLC

Signature: _____


Patty Davis

As its: Manager

STATE OF Tennessee)
COUNTY OF DAVIDSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Patty Davis, 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 25 day of January, 2021. 2

Ryan Breegle (SEAL)
NOTARY PUBLIC

Expiration Date: 11.06.2023



Exhibit "A"
(Legal Description of the Property)

All that part of the Western half of Section 06, Township 4 South, Range 3 West of the Huntsville Meridian, Limestone County, Alabama containing 320.93 acres more or less.

EXHIBIT B: SHAW TRUST PROPERTY TO BE ANNEXED

The map displays the Shaw Trust Property, which is highlighted with a cross-hatch pattern. The property is located within the City of Huntsville. Surrounding areas are labeled "OUT", indicating they are not part of the property to be annexed. The map includes several roads: Newby Rd, Hudson Bend, Makani Ln, Cambridge Ln, Lanai Dr, Mahalo Dr, Carriage Park Ln, Elmhurst Dr, Ivy Chase Cir, Krista Cir, Southern Heritage Ln, Southern Charm Biv NW, Primrose Aly NW, Mooreville Rd, Anderson Cemetery Way NW, Greenbrier Pky NW, Anderson Cemetery Way NW, Dogwood Flat Rd, Private Way, and Humphrey Rd. A large blue area on the left is labeled "1% Annual Chance Floodplain". A north arrow and a scale bar (1 inch = 1,667 feet) are located in the bottom right corner.

ANNEXATION SUMMARY: SHAW TRUST

November 29, 2021

PETITIONER: Shaw Trust Land Company, LLC, by Patty Davis, as its Manager

LOCATION: On the south side of Huntsville Brownsferry Road and
west of Mooresville Road

Township 4 South, Range 3 West, Section 06

ACREAGE: 320.00 acres

REASON FOR
REQUEST: City Services

ANNEXATION GUIDELINES: SHAW TRUST

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/ INDUSTRIAL LAND

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

NOT A REFERENDA

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

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	<u>Patty Davis</u>	Date	<u>1-25-22</u>
For:	<u>Shaw Trust Land Company, LLC</u>	As its:	<u>Manager</u>
Petitioner	<u></u>	Date	<u></u>
For:	<u></u>	As its:	<u></u>

